

Administrative Committee



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208-883-7015

Monday, February 24, 2025

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 council committee meetings are televised, videotaped and/or recorded. Links to view the City Council meeting live can be found on the City website and the City's YouTube channel. Thank you for your interest in City government.

REGULAR AGENDA

1. **Selection of Committee Chair and Vice Chair (ACTION ITEM)**
2. **Approval of Administrative Committee November 25, 2024 Minutes (ACTION ITEM) - Laurie M. Hopkins**
3. **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 26th, from 4 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 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.

4. **2025 Moscow Farmers Market Handbook (ACTION ITEM) - Amanda Argona**

In 2018, the Farmers Market Commission and Community Events Division implemented the first iteration of the Moscow Farmers Market Handbook. The Handbook is an expanded policy document meant to provide clarity and serve as a resource for anyone seeking information on the Market, as well as hold Market participants accountable for operating procedures. At the end of each season, the policies that make up the Handbook are considered in depth by staff and the Farmers Market Commission. The Commission reviewed the proposed changes to the Handbook on February 4, 2025, and are presenting accepted changes for approval and adoption by the Council for the 2025 Market Season.

PROPOSED ACTIONS: Recommend approval of the 2025 Moscow Farmers Market Handbook, or provide staff further direction.

5. Camas Street Water Main Project - Bid Results & Contract Award (ACTION ITEM) - Bob Buvel

This project's scope includes construction of approximately 1800 linear ft of 8" DR 18 C900-16 water main, 520 linear ft of 1" HDPE service line, replacing 28 water services, as well as surface restoration of streets, sidewalk, and green strips. Construction of water main and service lines includes new hydrants, associated fittings/valves, thrust restraints, and connection to existing water mains and service lines. The City advertised for bids on January 25, 2025 & February 1, 2025, and the project was budgeted for \$946,570. The engineer's estimate for construction was \$839,710. Bids were opened on February 11, 2025, at which nine (9) bids were received. The bids ranged from \$609,543.00 to \$973,700.00. Of those bids, the lowest responsive bid received was submitted by Accelerated Construction of Desmet, ID with a bid of \$609,543.00. A bid tabulation is included in the packet.

PROPOSED ACTIONS: Recommend acceptance of the bid from Accelerated Construction, award the contract in the amount of \$609,543.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff with further direction.

6. C Street Frontage Improvements - Bid Results & Contract Award (ACTION ITEM) - Scott Bontrager

This project's scope is to provide frontage improvements to the south portion of the Moscow Recycling Center along C Street. It consists of the removal of existing pedestrian ramps and curbs and the construction of new ADA compliant pedestrian ramps, curb, sidewalk, asphalt pavement, concrete pavement, street trees, historical style lighting, fencing, and associated work on the north half of C Street from Almon Street to Washington Street. This work also includes storm drainage adjustments to accommodate the new curb location. The City published an advertisement for bids on January 25, 2025, and the Engineer's Estimate for construction was \$299,497.50. Bids were opened on February 11, 2025, at which five (5) bids were received. The bids ranged from \$290,982.00 to \$422,277.00. Of those bids, the lowest responsive bid received was submitted by ML Albright & Sons of Lewiston, ID with a bid of \$290,982.00. A bid tabulation is included in the packet.

PROPOSED ACTIONS: Recommend acceptance of the bid from ML Albright & Sons, award the contract in the amount of \$290,982.00 and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff with further direction.

7. Rural & Tribal Assistance Pilot Program Grant Request (ACTION ITEM) - Alisa Anderson / Scott Bontrager

The U.S. Department of Transportation, Build America Bureau, has announced \$27 million for the Rural and Tribal Assistance Pilot Program (RTAPP) in no-match funds for transportation project development. Eligible activities include technical assistance grants to rural and tribal communities for the planning and design phases to develop transportation projects. The grant funding can be used to hire staff or advisors to assist with planning and design phase activities, including feasibility studies, preliminary engineering and design, and environmental review. Single project grants can range from \$200,000 up to \$750,000 each. Staff has identified the engineering and design of the "Palouse River Drive Corridor Multimodal Improvement Project" (PRDC) as eligible to submit for the RTAPP funding opportunity. The project will start from Highway 8 on Mountain View Road then south to East Palouse River Drive, continuing to West

Palouse River Drive, ending at the city limits near Sand Road. Staff estimates total project costs, for preliminary design services, not to exceed \$600,000.

PROPOSED ACTIONS: Recommend approval to submit a grant application to the Rural and Tribal Assistance Pilot Program for preliminary engineering and design services for the Palouse River Drive Corridor Multimodal Improvement Project in an amount not to exceed \$600,000 or provide staff further direction.

ADJOURN

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

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 24, 2025



AGENDA ITEM TITLE

Selection of Committee Chair and Vice Chair (ACTION ITEM)

RESPONSIBLE STAFF

ADDITIONAL PRESENTER(S)

DESCRIPTION

REVIEWED BY

PROPOSED ACTIONS

STAFF RECOMMENDATION

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

None

Administrative Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday, November 25,
2024**

4:00 PM

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

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

PRESENT: Julia Parker, Drew Davis, Sandra Kelly

OTHERS:

STAFF: Bill Belknap, Cody Riddle, Sarah Decker, Bonnie Dennler, Alisa Anderson, Bob Buvel,
Laurie M. Hopkins

REGULAR AGENDA

1. Approval of Administrative Committee October 28, 2024 Minutes (ACTION ITEM) - Laurie M. Hopkins

The minutes were approved as presented.

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

Presentation of the Accounts Payable Report for the month ending October 2024.

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

Decker introduced the item by reviewing the major expenses including the upfront payment for the new Pierce ladder truck. Other notable disbursements included the A Street reconstruction, Mountain View improvements, multi-software package and a partial insurance payment. The Committee approved the disbursement report and authorized the use of digital signatures.

3. Personnel Policy Updates Resolution (ACTION ITEM) - Bonnie Dennler

The Human Resource Department has identified the need to make several updates to the City's adopted Personnel Policies. The proposed amendments to the policy include updates to reflect recent regulatory changes, adding provisions specific to the new Paramedic/Firefighter positions, aligning and formalizing policies with current practice regarding emergency City office closures, and updating position titles. Staff will present the proposed updates for the Council's consideration.

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

Dennler introduced the item as written above. The majority of the policy changes are related to the paramedic/firefighter positions. Due to federal requirement updates, changes are proposed within the equal employment opportunity in regard to religious accommodation and within the break times section in regards to nursing. Other updates include clarification in the bereavement section, addition of inclement weather and closure policy, and addition of a confidentiality section. Dennler provided additional details on bereavement leave and break times. The Committee recommended approval and that it be placed on the Council regular agenda.

4. City Shop Replacement Project Bid Award (ACTION ITEM) - Cody Riddle

The deteriorating condition and deficiencies of the existing shop facility has been identified as one of the City's biggest challenges for years. To address the problem, and ensure City Staff can continue to efficiently provide key services in a safe working environment, construction of a new shop was prioritized by City Council in both the FY 2024 and 2025 budgets. Working with Lombard/Conrad Architects (LCA), a design package for a new shop building, dry materials storage shed, and recladding of the existing shop was completed earlier this fall. The project was subsequently advertised for bid on September 28th and October 5th, with a bid opening on November 6th. Seven bids were received. Wellens General Contractors from Enterprise, Oregon was the lowest bidder with a base bid of \$6,567,000, Alternate #2 (dry materials storage shed) \$177,000, and Alternate #3 (recladding of the existing shop) \$504,000, for a total bid of \$7,248,000. The bids included a deduct alternate for the exterior cladding system of the new building. While the Wellens proposal would result in a savings of \$212,000, the finished product would be less durable and not as energy efficient as the system included in the base bid. Given that, Staff is not recommending acceptance of the deduct alternate. The City recently worked with Wellens as the general contractor on the new police station. Their proposal for the shop has been reviewed and found to be complete and accurate by City Staff and the design architect. If awarded, construction is anticipated to commence in the spring of 2025 and be complete by March 1, 2026.

PROPOSED ACTIONS: Recommend acceptance of the low bid from Wellens General Contractors, Inc., award the contract for the bid amount of \$7,248,000 (Base Bid and Alternates #2 and #3), and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount; or provide staff further direction.

Riddle introduced the item as written above. Belknap reiterated the funding for the project is \$3.2 from ARPA funds with remaining from capital accumulation. An additional \$1.1 million will be needed to accept the bid. During the FY2024 open budget, there was approximately \$3 million additional funding rolled into capital which can be applied to award the project as bid.

In wanting to get an additional 20-30 years life from the existing building, there will be additional work needed for the interior of the building which should be less than \$1 million. Once that has been vented, it will come before Council.

In answer to committee comments, Belknap said there are quite a bit of variations of bids because of geographic isolation. Staff have discussed adding 30% to each estimate but high estimates happen more on buildings and not on heavy construction. In the current market and receiving 7 bids, two of which were aggressive and close, it provided reassurance this was the cost for the project. Discussion continued regarding the impact of construction. The Committee recommended approval and that it be placed on the Council regular agenda.

5. Development Agreement for 2216 S. Main St. (Fountain's Business Park) (ACTION ITEM) - Bob Buvel

On December 18, 2023, City Council approved the annexation of the property at 2216 S. Main, also known as the Fountain Business Park. As part of the annexation, the City of Moscow requested that the subject property be connected to the City water and sewer systems. Joel Cohen has submitted to the City a proposal to connect the property to the City Water and Sewer system. Part of that work would require up-sizing the existing 6-inch water main located in US95 to a 10-inch water main. The water main would be oriented in a way that it could be continued east when Nelson Avenue is extended. Staff has concluded that it is prudent to have the line upgraded at this time and recommends contributing funding to cover the cost difference with up-sizing the existing main. The bid from

Cohen's contractor, 4G Contracting, has the work valued at \$57,000.00. Staff reached out to a third party contractor for a quote to do the work. M.L. Albright's responded with a quote of \$67,880.00. The Development Agreement reflects the recommended funding contribution to have 4G Contracting complete the work.

PROPOSED ACTIONS: Recommend approval of the Development Agreement with Joel Cohen, deny Development Agreement with Joel Cohen, or provide staff with further direction.

Buvel introduced the item as written above. The water main serves the residents of the Fountain Industrial Park as well as the lift station. Staff are concerned about adding more services to an already undersized line. The owner is on board with upsizing for future development. This improvement was not identified on the capital improvement plan and would be development driven improvement. Because it is a smaller scale project, upon annexation it was required to be connected to water with assumption it would connect to the 6-inch main. After looking at how inadequate the line is, staff felt it would be in the best interest to require upgrading the line with City participation for the cost difference. There are adequate reserves to fund this. As this was an unanticipated responsibility, Staff allowed 24 months to complete the improvement. Discussion ensued regarding development in the area and when the City participates in these situations, which is a case-by-case basis, typically when oversizing is required. The Committee recommended approval and that it be placed on the Council consent agenda.

6. Leading Idaho Local Bridge Grant Application (ACTION ITEM) - Alisa Anderson

On March 16, 2022, Governor Little signed Senate Bill 1359, a landmark funding bill for local transportation in Idaho. The bill provided \$200 million for local bridges. The Local Highway Technical Assistance Council (LHTAC) administers the bridge funds through the Leading Idaho Local Bridge (LILB) Program. On November 18, 2024, Engineering staff received notification that a recent bridge inspection identified a bridge in Moscow that qualifies for the last round of LILB funding. The bridge is located on Mountain View Road over Paradise Creek between 3rd Street and Hillcrest Drive. The grant application requires an executed Memorandum of Understanding and the LILB Grant Application accompanied by a Resolution which is due by December 12, 2024.

PROPOSED ACTIONS: Recommend approval to submit a grant application for the Leading Idaho Local Bridge Program with the corresponding Memorandum of Understanding and Resolution; or provide staff with further direction.

Anderson introduced the item as written above. The application does not require a City match and is fully managed by LHTAC for design and construction. The inspection showed the bottom cross sections of the bridge were rusted out. The project will also fix minor defects of vegetation which could assist with blockages and flooding. The project construction will most likely occur in 3-4 years. The Committee recommended approval and that it be placed on the Council consent agenda.

7. 2025 WHITCOM Emergency Dispatch Agreement (ACTION ITEM) - Bill Belknap

The City currently contracts with the WHITCOM joint dispatch center for E911 emergency and non-emergency dispatch services. The proposed agreement would continue those services through the 2025 calendar year. The proposed fee for the dispatch services is the same as in the 2024 agreement, with a total annual cost of \$776,874. Staff have prepared the agreement for the Council's review and approval.

PROPOSED ACTIONS: Recommend approval of the Emergency Dispatch Services Agreement, or provide staff further direction.

Belknap introduced the item as written above. Whitcom updated the agreement significantly in terms of structure and form, but it does not change the services provided. The fees remain the same. Staff reviewed and provided some edits which Whitcom accepted. Belknap said they are making slow yet

steady progress on staffing. The Committee recommended approval and that it be placed on the Council consent agenda.

ADJOURN

The Committee closed the meeting at 4:56 p.m.

DRAFT

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 24, 2025



AGENDA ITEM TITLE

Earth Day Celebration Alcohol Use Request in East City Park (ACTION ITEM) - Amanda Argona

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

Cody Riddle, Deputy City Supervisor - Community Development

DESCRIPTION

Inland North Waste is sponsoring an Earth Day Celebration on Saturday, April 26th, from 4 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.

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 Earth Day Celebration for the duration of 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 Earth Day Celebration for the duration of the event.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Earth Day alcohol use application
2. Resolution 2025- _Beer_Park_Earth Day Celebration_final

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: Earth Day

Event Date(s): April 26, 2025

Event Location: East City Park

Event Start time: 4 pm

Event End time: 7 pm

Individual responsible per Event Application/Parks Reservation: Stevie Stealy-

Johnson

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

[Signature]
Signature of Individual responsible for Event

Julia 30 2024
Date

Date Received: _____

Date non-refundable fee paid: _____

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER IN EAST CITY PARK UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 5-13-4.B; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code Title 5, Chapter 13, Section 13-4.B. and Title 9, Chapter 6, Section 6-35 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 13-3.C. (hereinafter “the Park”); and

WHEREAS, Inland North Waste (hereinafter “the Event Sponsor”) desires to have its sponsored event, Earth Day (hereinafter “the Permitted Event”), in East City Park (see Attachment “A”); and

WHEREAS, the Permitted Event is an event sponsored by Event Sponsor, intended to promote environmental stewardship amongst families and community members; and

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

WHEREAS, Council wishes to prevent 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 ON APRIL 26, 2025:

Intent:

This Resolution is intended to allow the sale and consumption of beer 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 26th day of April, from 4 p.m. to 7 p.m.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer, 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 licensed vendor.
3. No less than ten (10) days prior to the Permitted Event, the Event Sponsor shall deliver to the City Clerk the signed original of the Agreement, attached as Attachment “B”, with City to defend, hold harmless and indemnify 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 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 of beer at the Permitted Event;
2. Event Sponsor is required to ensure that all beer 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 City shall play no role in determining which vendor shall be selected to sell alcoholic beverages in the Park during the Permitted Event; described herein.
5. The vendor shall provide at least two (2) persons to check proper identification for those who shall be sold beer during the Permitted Event. These persons shall be clearly identified and shall be stationed no less than ten feet (10') from the vendor's sales or dispensing counter.
6. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times beer 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.
7. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, 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, the Event Sponsor shall deliver to the Community Events Division a finalized site map which shall be drawn to show the locations, dimensions of, and relative distances between the following within the Park: (a) the beer sales, dispensing, and consumption area; (b) the beer garden entry and exit points; (c) identification checking station; and (d) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow City Parks and Facilities Manager or their designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer sales and consumption shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. The designated beer sales and service area shall be physically separated from the rest of the Park by a barricade which is no less than forty-four inches (44") tall and which is constructed so no person can pass under, over, or through it except at established entry and exit points located, as shown, on the site map required by this Resolution. All sales, dispensing, service, and consumption shall take place inside the approved barricade.
4. No person shall be allowed to purchase, consume or possess beer other than within the area designated for beer sales and consumption as shown on the map required by this Resolution.
5. There shall be no more than one (1) entrance and one (1) exit to each area designated for beer consumption, as shown on the map required by this Resolution.
6. All beer shall be dispensed in and consumed from the designated Event container.
7. Every occupant within the area designated for beer consumption shall provide identification to law enforcement officers or City employees who request it.
8. No person under twenty-one (21) years of age shall be present in the area designated for beer sales or consumption at any time beer is being served.

9. A sign shall be prominently posted at or near the entrance and exit to the Event stating that the purchase and/or use of wristbands and the purchase and/or consumption of alcohol by persons under twenty-one (21) years of age is prohibited.
10. Beer shall be sold and consumed only within the designated areas at the Park only between the hours of 4 p.m. and 7 p.m. local time on April 26, 2025, during the Permitted Event.
11. No person shall carry or consume any alcoholic beverage within the Park which is not purchased or dispensed from the licensed vendor at the Permitted Event and consumed within the approved consumption area. Consumption of alcohol within the Park and outside of the approved consumption area shall be considered a violation of the City's open container ordinance.

Fee:

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

Failure To Comply:

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

PASSED on Motion by the Following Vote:

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

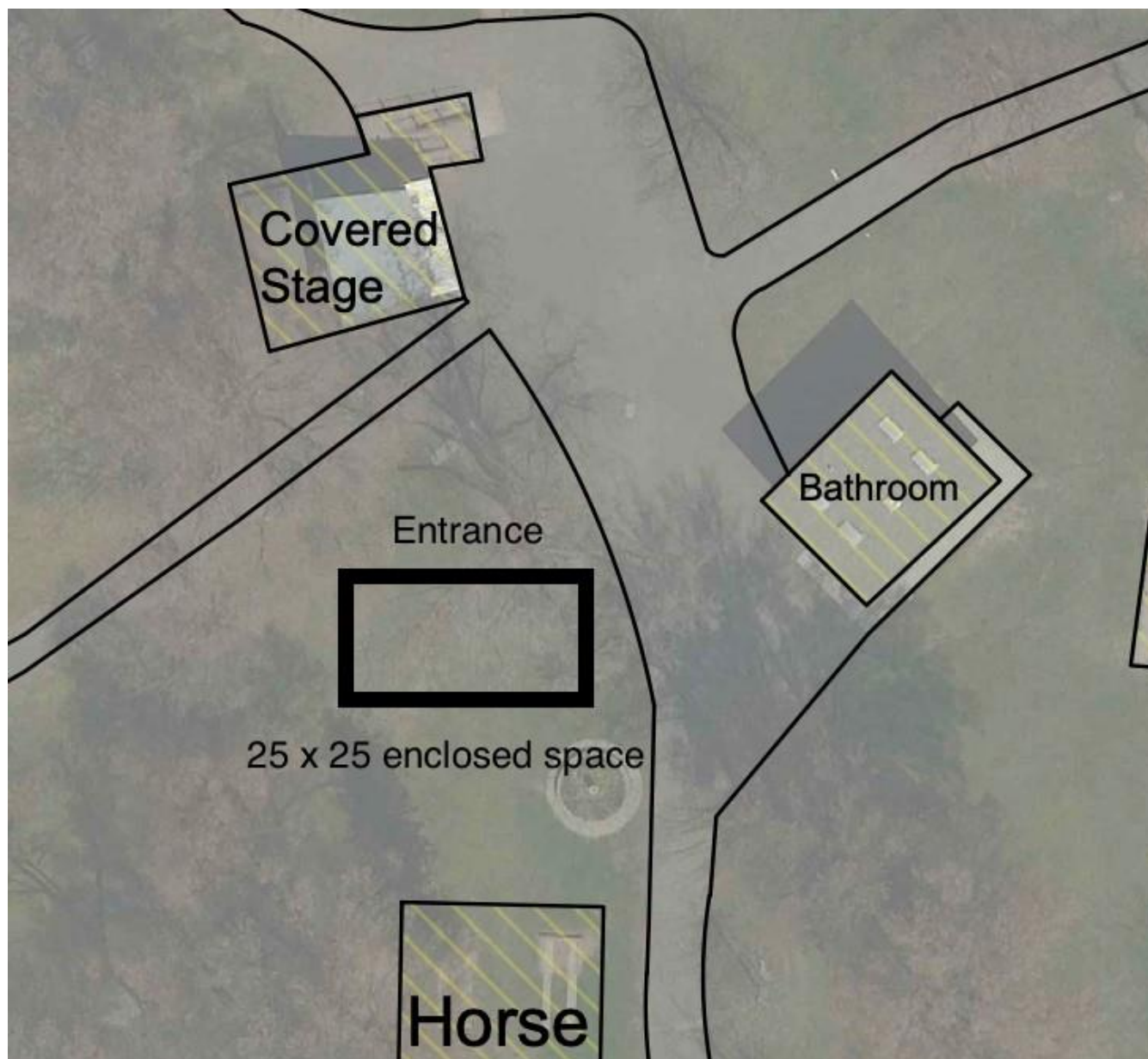
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ____ day of _____, 2025.

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 _____ and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

Attachment “A”



Attachment "B"

AGREEMENT TO DEFEND, TO HOLD HARMLESS
AND TO INDEMNIFY BETWEEN CITY OF MOSCOW, IDAHO
AND INLAND NORTH WASTE, FOR
THE EARTH DAY EVENT

THIS AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY, between City of Moscow, Idaho (hereinafter "CITY") and Inland North Waste (hereinafter "SPONSOR"), is made and entered into this ____ day of _____, 2025.

WHEREAS, Resolution No. 2025-_____ of the City of Moscow, Idaho, passed and approved on the ____ day of _____, 2025, 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 the 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, causes 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 on April 26, 2025, permitted under the terms of Resolution No. 2025-_____.

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 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, Stevie Steely-Johnson, acknowledge, declare, and 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 Inland North Waste to this Agreement.

SIGNED this _____ day of _____, 2025.

INLAND NORTH WASTE

CITY OF MOSCOW, IDAHO

Stevie Steely-Johnson

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 24, 2025



AGENDA ITEM TITLE

2025 Moscow Farmers Market Handbook (ACTION ITEM) - Amanda Argona

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

Cody Riddle, Deputy City Supervisor - Community Development

DESCRIPTION

In 2018, the Farmers Market Commission and Community Events Division implemented the first iteration of the Moscow Farmers Market Handbook. The Handbook is an expanded policy document meant to provide clarity and serve as a resource for anyone seeking information on the Market, as well as hold Market participants accountable for operating procedures. At the end of each season, the policies that make up the Handbook are considered in depth by staff and the Farmers Market Commission. The Commission reviewed the proposed changes to the Handbook on February 4, 2025, and are presenting accepted changes for approval and adoption by the Council for the 2025 Market Season.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the 2025 Moscow Farmers Market Handbook, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the 2025 Moscow Farmers Market Handbook.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution_2025-FarmersMarketHandbook_final with attachment

RESOLUTION NO. 2025 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING THE MOSCOW FARMERS MARKET 2025 HANDBOOK INCLUDED HERewith AND INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, the Moscow Farmers Market (hereinafter “the Market”) has been in existence for many years; and

WHEREAS, the Market is an integral part of Moscow’s vibrant downtown, bringing together people from diverse backgrounds and interests and of all ages; and

WHEREAS, the Council wishes to continue to support and promote the Market; and

WHEREAS, the Moscow Farmers Market 2025 Handbook (hereinafter “Handbook”) policies have been developed and recommended by the Moscow Farmers Market Commission, with input from City staff members, and made available for review by vendors and the public through public Commission meetings; and

WHEREAS, establishment of the Handbook will allow for an efficient, effective, predictable and fair administration of the Market activities during the 2025 Market Season; and

WHEREAS, this Handbook enhances transparency and understanding, and provides additional information for the reasoning behind policies, as the goal of the Handbook was to increase the clarity, quality, consensus on, and consistency of policies; and

WHEREAS, the Council believes that this Handbook and the policies contained herein are appropriate, and will support the Market and enhance the Market experience for all of those who participate in this great City activity;

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

1. The attached Moscow Farmers Market 2025 Handbook is hereby adopted for the 2025 Market Season.
2. That provisions of this Resolution shall be deemed severable and the invalidity of any provisions of this Resolution shall not affect the validity of the remaining provision.
3. That this Resolution shall become effective upon its passage and approval.

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 _____, 2025.

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 _____, 2025 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk



MOSCOW FARMERS MARKET

EST. 1976

growers | makers | performers

2025 HANDBOOK

CITY OF MOSCOW | 221 E SECOND STREET | MOSCOW, IDAHO

WWW.CI.MOSCOW.ID.US | 208-883-7132

FARMERSMARKET@CI.MOSCOW.ID.US



DRAFT

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Moscow Farmers Market Overview

The Moscow Farmers Market has been a treasured and vibrant part of the community since its inception in 1976 as a small grass-roots gathering. It serves to provide locally grown produce and quality wares, as well as bring the community together in ways no other event or service does. Whether Market goes visit to purchase their weekly groceries or simply to enjoy the music and socialize, the experience of the Market promotes a sense of place and helps citizens feel tied to the community. The Moscow Farmers Market is unique in its ability to stay rooted to its original purpose and charm of a local market while growing and progressing with trends and needs. The variety of stakeholders invested in the Moscow Farmers Market means that each decision can have a great impact on our residents, vendors, local businesses, City staff, and more.

Market Leadership is formed by a collaboration of City of Moscow Staff and a Moscow Farmers Market Commission comprised of community residents, vendors, and other representatives. City staff manages the operational and regulatory

FARMERS MARKET COMMISSION MEMBERS

VENDOR REPRESENTATIVES

Jodi McClory

Produce Vendor representative

Gerardo Alvarez

Specialty Food Vendor representative

Kassie Smith, Vice Chair

Crafts Vendor representative

COMMUNITY REPRESENTATIVES

Phillip Blankenship

At-large representative

Josh Larson

At-large representative

JT Manning, Chair

At-large representative

Kristin Strong

At-large representative

SPECIALTY REPRESENTATIVES

Colette DePhelps

University of Idaho Extension representative

Samantha Martinet

*Moscow Chamber of Commerce + Visitor Center
representative*

aspects of the Market while Commission members guide the vision and values of the Market.

It is the duty of the Commission to suggest ways to promote and improve the Farmers Market, propose and/or review Market policies, keep abreast of trends and opportunities for advancing Market interests, products, standards, and offerings, and to otherwise act in an advisory role to the Moscow City Council.

The Commission meets regularly on the first Tuesday of each month, from 4:00 p.m. to 5:30 p.m. in the Council Chambers at City Hall, 206 E. Third Street, Moscow, Idaho. Meetings are open to the public.

The Moscow Farmers Market does not discriminate on account of race, color, gender, religion, sex, national origin, physical or mental disability, age, marital or familial status, sexual orientation or gender expression in its selection and inclusion of vendors.

CITY OF MOSCOW
COMMUNITY EVENTS DIVISION & MOSCOW FARMERS MARKET STAFF

Cody Riddle, Deputy City Administrator

criddle@ci.moscow.id.us | 208-883-7027

Amanda Argona, Community Events Manager

aargona@ci.moscow.id.us | 208-883-7132

Laura Perrigo, Administrative Specialist

lperrigo@ci.moscow.id.us | 208-883-7000 ext. 7233

FIND, LIKE & FOLLOW THE MOSCOW FARMERS MARKET

Website www.ci.moscow.id.us/723/Current-Vendors

Facebook @MoscowFarmersMarket

Instagram @moscowfarmersmarket

Mission Statement

The Moscow Farmers Market celebrates life on the Palouse by providing the community with the opportunity to buy and sell local and regional agricultural products (e.g., crops, meat, cheese, wine, etc.), distinctive handmade goods, artisan pieces, and original-recipe cuisine. This venue is meant to encourage and support sustainable economic, social, and environmental practices.

Core Values

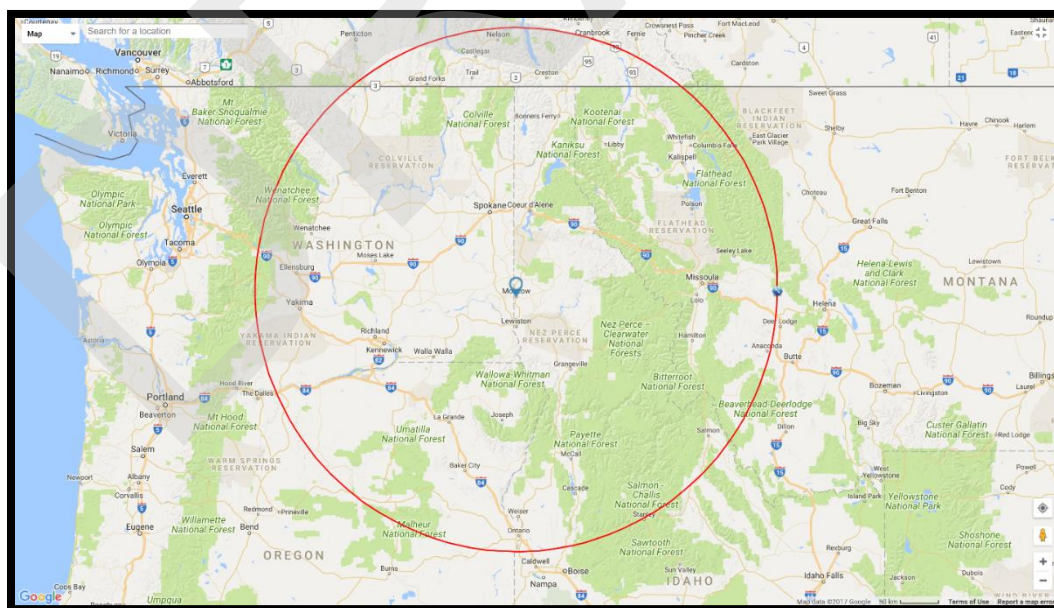
Access: Providing the community with access to local Vendors and their goods with an emphasis on having at least fifty percent (50%) of the Market's Vendors located within Latah and Whitman counties.

Agricultural Focus: Prioritizing space for agriculturally-derived products by having at least fifty percent (50%) of the Market's footprint occupied by Vendors selling such products for the majority of the Market Season.

Economic Opportunity: Contributing to the greater Moscow economy with emphasis on assisting independently-owned and start-up enterprises, while encouraging Vendors to locally source materials and ingredients direct from regional businesses and/or producers.

Community: Providing a safe space and opportunity for positive engagement that welcomes all residents and visitors.

Information: Increasing awareness of regional agriculture, sustainability, and sound environmental practices through education and outreach activities.



200 AIR-MILES FROM THE CITY OF MOSCOW, IDAHO



Definition of Terms

These definitions are included to provide a background for terms used throughout this document. The Market relies on a variety of sources in formulating and adapting terms to keep on trend with best practices for farmers markets. Sources include but are not limited to: American Farmland Trust, Certified Naturally Grown, Farmers Market Coalition, U.S. Department of Agriculture, Washington State Farmers Market Association, etc. The ultimate interpretation of these definitions lies with the Community Events Manager.

Agriculture: The science, art, or practice of cultivating the soil, producing crops, and raising livestock, and in varying degrees, the preparation and marketing of the resulting products.

Approved Vendor: An individual or a group that qualifies to participate in selling at the Market in at least one (1) of the listed vending categories listed on pages 6-9 and has undergone one of the two processes outlined in Appendix 6 – Vendor Approval.

Handmade: Items that show evidence of manual skills, human imagination, and dedication of one's own ideas, design, creativity, and making.

Local: Defined in this Handbook as "No more than two hundred (200) air miles from the City of Moscow, Idaho". Please see the visual aid on page 3.

Local Sourcing: The purchase of goods directly from local growers/producers for use in creating a product for sale at the Moscow Farmers Market.

Product Mix: A recognition that the Moscow Farmers Market, as a whole, needs a balance of products.

Regenerative Agriculture: An approach to farming that prioritizes soil health, biodiversity, and natural processes. It is a holistic, systems-based approach that seeks to create resilient and regenerative agricultural systems that restore and replenish natural resources using a variety of practices such as crop rotation, cover cropping, reduced tillage, and livestock integration to improve soil health, conserve water, and promote biodiversity.

Sustainable Practices: An integrated system of plant and animal production practices that are capable of maintaining their productivity and usefulness to society over the course of time. These systems incorporate the most efficient use of nonrenewable resources and on-farm resources, and where appropriate, utilize natural biological cycles and controls that maintain agricultural productivity, promote economic viability in both the short and long term, and maintain stable rural communities, and quality of life.

Vendor Categories

All Vendors are required to submit relevant copies of permits, licenses, and/or third-party certifications prior to vending. It is the responsibility of the Vendor to know and understand what regulations may apply to their operation. See Appendix 5 - Permits, Licenses, and Resource Contacts for a list of resources.

Agriculture Vendors

Vendors who participate in the planting, growing, cultivating, harvesting, production and/or management of crops, livestock and bees. Vendors shall demonstrate how their practices are hygienic, sustainable, build soil health, promote animal welfare and are supportive of environmental stewardship via a Site Visit.

Apiarist: Vendors who keep bees and manage beehives where the majority of products sold are the honey, honeycomb, and wax from their hives.

Forager: Vendors who harvest wild-grown, non-cultivated food. Examples include, but are not limited to, mushrooms, berries, and herbs.

Fresh Produce/Nursery: Vendors who grow or produce herbs, fruits, vegetables, cut flowers, plants, grains, seeds, raw nuts, shrubs, trees, and vine starts.

Livestock/Poultry: Vendors who raise animals where the majority of raw products sold are cuts of meat, milk, eggs, fiber, and hides. Animals must be under a Vendor's care and management for the majority of its lifespan (51% or greater) and finished by the Vendor.

Seafood: Vendors who harvest aquatic animals and vegetation where the majority of products sold are whole or fillets of fish, shellfish, crustaceans or plants either raw, smoked, canned or dried. Seafood must be harvested from within Pacific Northwest waters of the following states: Idaho, Washington, Oregon, and Montana.

Value-Added: Vendors who grow, produce, forage, and/or harvest raw ingredients that impart a distinct and predominate flavor or characteristic in their processed products. Vendor must manage the land, ranch, or garden where such raw ingredients are sourced from or have permission and access to forage land for the collection of raw ingredients. Examples include, but are not limited to, harvesting fruit trees for jam and raising goats for goat's milk products. The majority of a Vendor's products must meet the above parameters to be classified in this category. If a Vendor is unable to be the processor of their products, does not have complete oversight and ownership of the final product, or the majority of products do not meet the above parameters, then products are classified as

Non-Agricultural and are subject to the jury process, unless required by law to use a third-party processor.

Non-Agriculture Vendors

Food Artisan Vendors: Vendors who handmake food products in limited quantities using traditional and/or cultural cooking or preparation methods. Vendors in this category must make these items in accordance with local and state regulations. State code requires the use of commercial kitchens to prepare certain foods. The following sub-categories apply to Food Artisan Vendors:

Specialty Foods: Vendors who create and process foods not intended for immediate consumption, including, but not limited to, preserves, jams, jellies, ciders, beer, wine, syrups, salsas, smoked/cured meats and/or cheeses, dried fruit, dried herbs, roasted nuts, seasonings, drink mixes, flavored oils, etc., with all such ingredients **not** grown or raised by the producer.

Ready to Eat Foods: Vendors who create ready-to-eat foods made on-site on Market day or prepared in advance and served on Market day that are ready for immediate consumption.

Craft Artisan Vendors: Vendors who handmake or manually design products that are of a home, studio, or cottage-type industry using an intermediate type technology rather than industrial-type production. Vendors in this category may not sell items made by others unless it is a part of the product design as a whole (i.e. a wooden honey dipper that accompanies a ceramic honey pot; a chain for a pendant; a frame for a photo; etc.). The following sub-categories apply to Craft Artisan Vendors:

Fine Arts: Painting, drawing, sculpture, pottery, ceramics, etc.

Heritage Arts: Basket-making, soap-making*, candle-making, woodworking, blacksmithing, knitting, crocheting, etc.

Decorative Arts: Items for self or home and garden, such as jewelry, birdhouses, furniture from recycled materials, mosaics, stained-glass items, lawn sculpture, photography, etc.

**Cosmetics fall under the Crafts/Artisan category, unless the Vendor grows or raises the majority of items used to create the final product. Cosmetics include creams, lotions, shampoos, and some soap products. The Market does not consider items consisting primarily of alkali salts and of fatty acids that make no label claim other than the cleansing of the human body as cosmetics but the following rules may still apply: Cosmetics must follow rules set by the Federal Drug Administration, comply with the Federal Food, Drug, and Cosmetic Act, and the Fair Packaging and Labeling Act.*

Youth Vendors

The Market encourages and supports early entrepreneurial interest of farming, gardening, crafts, and food preparation. This Handbook generally applies to Youth Vendors. Adults, chaperones, guardians, and/or other family members in attendance with a Youth Vendor shall also abide by this Handbook and subsequent policies, especially in decorum and etiquette. Youth Vendors and their designated chaperone(s) who fail to meet the policies of this Handbook and Youth Vendor Guidelines are subject to the penalty process as outlined in Appendix 4 – Moscow Farmers Market Notice of Penalty. The following sub-categories are applicable to Youth Vendors to assist with product distribution:

Sprouts (ages 6-12): Youth Vendors in this age category are limited to a three-foot by three-foot (3'x3') space located at the intersection of 5th Street and Main Street. Three (3) spaces will be available to Sprouts on a Market day.

Juniors (ages 13-17): Youth Vendors in this age category are limited to a five-foot by fifteen-foot (5'x15') space located at the intersection of 5th Street and Main Street. Three (3) spaces in this area will be available to Juniors on a Market day. Juniors may be assigned to a shared five-foot by fifteen-foot (5'x15') space along Main Street pending availability. Juniors requesting an eleven-foot by fifteen-foot (11'x15') space will be required to jury their products or will submit to a site visit, as outlined in Appendix 6 – Vendor Approval. Pending acceptance through these processes, Juniors will be subject to Tier 1, 2, or 3 registration and stall fees in the Vendor Fee Schedule and the Youth Fee will no longer be applicable, see Appendix 2 – Moscow Farmers Market Vendor Fees.

All Youth Vendors shall adhere to the following:

- Be the grower or producer of items for sale.
- Complete and submit the following paperwork:
 - Food Risk Assessment form (applicable for the sale of drink or food).
 - Youth Vendor registration form.
 - Release and Hold Harmless form.
 - Register with the Idaho Tax Commission.
- Request space by Tuesday at 5:00 p.m. for priority consideration.
- Have their booth set-up by 8:00 a.m.
- Actively sell their goods and items without the assistance of a parent and/or chaperone, where possible.
- Have an adult chaperone present at the Moscow Farmers Market, or be supervised by a parent and/or guardian.

- Be limited to no more than three (3) individual youths in the cases of group participation.

Performance Vendors (Buskers)

The Market values the performing arts and has created the Performance Vendor category to support emerging artists in developing their skills and audience at an affordable rate. The Market defines Performance Vendors as any person or group of persons who provide entertainment in the Market by playing musical instruments, singing, dancing, speaking, face painting, balloon tying, etc. Commercial vending of products is not a “performance”. This definition is not applicable to live entertainment scheduled in Friendship Square. Space availability for Performance Vendors is on a first come, first serve basis, with sign-ups beginning at 7:45 am on Market day. Performance Vendors must complete and submit paperwork prior to receiving a space assignment. Moscow Farmers Market staff reserve the right to designate locations for these activities in non-Vendor spaces, screen Performance Vendors for suitability, and rotate space assignments to create a varied atmosphere and ambiance for patrons, shoppers, and vendors. This Handbook generally applies to Performance Vendors. Adults, chaperones, guardians, and/or other family members in attendance with a Performance Vendor who is a minor shall also abide by this Handbook and subsequent policies, especially in decorum and etiquette. All Performance Vendors shall adhere to the following:

- Complete and submit the following paperwork:
 - Performance Vendor registration form;
 - Release and Hold Harmless form; and.
 - Register with the Idaho Tax Commission.
- Amplification is prohibited.
- May only seek tips or donations.
- Shall only perform in designated areas.
- May not utilize tents, canopies, or umbrellas with weighted bases.
- Limit their performance group to three (3) individuals or fewer.
- Hawking, swearing, and/or aggressive, lewd, and inciting language is prohibited.
- May not occupy the same, designated space for more than a two and one-half (2.5) hour time period.

Policies

Market Policies shall apply to the Moscow Farmers Market and its Vendors. The Farmers Market Commission and Community Events Manager developed these Policies, and City Council approved them. Failure to abide by these Policies is grounds for penalty action.

Market Operating Policies

1. **Market Location**

The Market is located generally on Main Street south of Third Street and north of Sixth Street, east of Main Street on the 4th Street right-of-way (west) of the cul-de-sac, east on 5th Street from Main Street to the alley, and Friendship Square in downtown Moscow, unless temporarily located or extended elsewhere when found to be in the best interest of the City. *Most generally, the Market moves off Main Street for University of Idaho's Homecoming Parade.* See Appendix 1 – Moscow Farmers Market Map & Boundaries.

2. **Vendor Production and Location Rule**

All Vendors shall be the grower/producer and shall conduct their growing/producing operations in a location not more than two hundred (200) air-miles from the City of Moscow, Idaho.

3. **Market Schedule**

- a. **Market Season:** The Market operates every Saturday in the months of May through October, annually.
- b. **Hours of Operation:** Market sales occur between the hours of 8:00 a.m. and 1:00 p.m., local time.
- c. **Public Access:** Main Street will be closed by City of Moscow Staff beginning at 5:00 a.m. and re-opened by 2:00 p.m. by City of Moscow Staff.
- d. **Unauthorized Vehicles:** The City of Moscow Police Department will have any non-Market related vehicles removed from Main Street and 5th Street, and any non-ADA vehicles removed from the first parking bay of the Jackson Street parking lot by 5:00 a.m.

4. **Vendor Eligibility and Approval**

- a. **New Vendors:** New Vendors are defined as any Vendor who has not previously sold at the Market or has been absent for two (2) or more consecutive Market Seasons. These Vendors are required to complete either a satisfactory Site Visit or receive a qualifying score through a Craft & Food Jury to become eligible. Basic eligibility, approval process, and tier eligibility are described in Appendix 6 – Vendor Approval.

- b. **Returning Vendors:** Returning Vendors are defined as any Vendor that has not been absent from the Market for two (2) or more consecutive Market Seasons. Return Vendors need to register for the upcoming Market Season and submit relevant required documents to maintain eligibility.

5. **Market Vendor Space**

- a. **Space Dimensions and Safety:** Most Vendor spaces will be marked as an eleven-foot by fifteen-foot (11' wide x 15' deep) space. A Vendor's business must be conducted within their assigned space. Vendors may not extend beyond the limits of the assigned space or into the pedestrian area at the entrance of the Vendor space unless specifically authorized by Market Management. Any Vendor utilizing coverings for their space, such as canopies, tents, and/or umbrellas, may not extend these items outside their assigned space. Requests for additional adjacent space will be granted at the discretion of Community Events Manager, where possible. All Vendors are subject to unscheduled inspections throughout the Market Season by the Moscow Volunteer Fire Department for compliance with relevant safety regulations to ensure public safety and emergency vehicle accessibility. See Appendix 3 – Safety Compliance Requirements.
- b. **Space Assignments:** The Market recognizes the value of Vendors maintaining a consistent location for the development of a healthy customer base. Vending space allocation is based on the level of commitment chosen by the Vendor as defined in Appendix 2 – Moscow Farmers Market Vendor Fees, as well as historical occupation and availability as it pertains to Market Product Mix. Agricultural based Vendors whose product readiness is determined by the growing seasons will be given special consideration by Market Management on a case-by-case basis and will not be penalized due to weather events that delay or impact their products.
- c. **Vehicles in Spaces:** Tier 3 Vendors may utilize motor vehicles or tow-behind trailers in their assigned space. Such usage will result in an additional vehicle surcharge fee. The Community Events Manager may grant Tier 1 and Tier 2 Vendors motor vehicle usage pending space availability and feasibility of access on a market-to-market basis. The Market defines motor vehicles and tow-behind trailers as any road-ready and licensed vehicle.
- d. **Non-Neighbor Spaces:** The Market recognizes that spaces which do not have adjacent vendors are more valuable due to greater visibility and/or

increased customer access. The Market defines these spaces as non-neighbor spaces (previously referred to as 'corner' and/or 'walk-thru' spaces). Vendors occupying a space with this type of designation are subject to an additional surcharge fee.

- e. **Space Use:** Use of a Vendor space for purposes other than those outlined in this Handbook is prohibited, unless specifically authorized.
- f. **Sharing Spaces:** Any proposal by Vendors to share a Vendor space must be approved by the Community Events Manager.
- g. **Space Allocation:** The City reserves the right to make the final decision on vending space and Tier package allocation, based upon overall Market Product Mix needs.

6. Market Fees

Fees include an annual registration fee, a daily per booth fee, and any additional amenity fees as outlined in Appendix 2 – Moscow Farmers Market Fees.

- a. **Structure:** The Market utilizes a tier structure based on the number of Market days a Vendor plans on attending during the Market Season. A Vendor's rate is determined based on the tier they select. Vendors pay the same rate throughout the Market Season, regardless if they attend more or less of their anticipated Market dates.
 - i. **Annual Registration Fee:** All Vendors, regardless of their selected tier, will be required to pay their associated registration fee at the Annual Vendor Orientation. Vendors unable to attend the Orientation shall arrange to pay this fee prior to the start of the Market Season.
 - ii. **Invoices:** All Vendors will receive invoices (weekly, monthly, or entire season) via Marketspread. Vendors without access to reliable internet or computers will receive invoices through the City of Moscow.
 - iii. **Refunds:** The Market does not provide refunds to Vendors for days that Vendors cancel their attendance or do not show up to the Market (no call, no show). In the event that severe weather or public safety issues force a Market cancellation as determined by City Administration, all Vendors that were granted a space assignment and did not cancel in advance of the stated closure may request a refund within two (2) weeks of the stated closure.
 - iv. **Payments:** To reduce risk of theft and improve record keeping, payments will be collected prior to Saturday. Failure to submit payment prior to Saturday will result in the Vendor's space being revoked for the following Market or their next space request not accommodated until

payment has been received. Vendors may choose to pay their fees the following ways:

- Online via Marketspread invoices.
- In-person with cash, check, or credit card.
- By mailing a check to the Moscow Farmers Market, PO Box 9203, Moscow, Idaho, 83843.

b. **Tier Packages:** Packages are non-transferrable and non-refundable. The Market currently offers the following tier packages to Vendors.

i. **Tier 3** – Seventy-five percent (75%) or more attendance.

- Vendor chooses to attend between eighteen (18) and twenty-six (26) consecutive Markets;
- Highest registration fee;
- Lowest daily per booth fee;
- Guaranteed same location;
- Allowed to substitute representation for two (2) Markets;
- Must notify Community Events Manager of their first and last anticipated attendance date; and
- Eligible to maintain space location if unforeseen circumstances arise that affect a Vendor's ability to meet attendance requirements upon communication with Community Events Manager. Such examples may include: parental leave, bereavement, elder care, etc.

ii. **Tier 2** – Thirty to sixty percent (30-60%) attendance.

- Vendor chooses to attend between nine (9) and seventeen (17) Markets;
- Mid-range registration fee;
- Mid-range daily booth fee; and
- Same block location, as available.

iii. **Tier 1** – Less than thirty percent (30%) attendance.

- Vendor chooses to attend between one (1) and eight (8) Markets;
- Lowest registration fee;
- Highest daily per booth fee; and
- Not guaranteed same location.

c. **Registration:** Registration for the Market Season will open annually in March, with notice sent to all Returning Vendors at the beginning of each year.

d. **Attendance Requests:** In order to streamline communication with the Community Events Manager, Vendors are encouraged to use the Marketspread platform when requesting, changing, or cancelling

attendance days. Requests during the Market Season shall be made by Tuesday at 5:00 p.m. for priority consideration. Requests submitted after this time will be considered at the discretion of the Community Events Manager.

7. Regulation of Certain Activities during Market Operations

Because it is important for the continuing success of the Market to preserve its character and appearance, and because the Market was established and remains primarily a local growers Market, certain activities that otherwise occur during non-Market hours are regulated in the public right-of-way during the Market hours, as follows:

- a. **“Cart” Vendors:** Vendors who are licensed pursuant to Moscow City Code Title 9, Chapter 11, shall not be allowed in the Market Location during Market hours unless they qualify as a current authorized Farmers Market Vendor independent of their Vending license. See M.C.C. § 9-11-13.
- b. **Licensed Sidewalk Cafes:** The possessor of a current, valid, sidewalk café license from the City may operate a sidewalk café in the Market during Market hours, pursuant to regulations contained within Moscow City Code Title 9, Chapter 12. Council recognizes and reaffirms that the purpose of the sidewalk café license is to allow the contiguous storefront restaurant to extend its typical and customary service into the portion of the public right-of-way shown in its license. Independent contractors, sub-contractors, sub-lessees, agents, or others who are not part of the day-to-day business of the contiguous restaurant owner, shall not be allowed to sell or promote in the Market, unless they otherwise qualify as a Farmers Market Vendor and meet all of the Farmers Market Vendor’s requirements in this Policy. See M.C.C. § 9-12-6(B).
- c. **Downtown Businesses Other Than Sidewalk Cafes:** Downtown businesses may continue their operations during Market hours. The areas in the Market that are contiguous with non-retail business(es) or business(es) that are closed during Market hours, are not to be used for the display or sale or promotion of produce, products, goods or services by such business(es) or by any person or group, other than as specifically authorized by the Council or by this Policy. Sales, promotions tables, and displays placed contiguous with the front of downtown business(es) are allowed as long as those sales or displays are an extension of what is available for sale or promotion by and within the contiguous business, and such sales or promotions are carried out by the owners or their employees. No activity which directly interferes with or competes with the Market and/or its

Vendors shall be allowed within the public right-of-way during Market hours, unless that activity occurs by and within the contiguous business on a day-to-day basis as an integral part of such business. Independent contractors, sub-contractors, sub-lessees, agents, or others who are not part of the day-to-day business of the contiguous owner shall not be allowed to sell or promote in the Market unless they otherwise qualify as a Farmers Market Vendor and meet all of the Farmers Market Vendor's requirements in this Policy. Sales tables, clothes racks, free-standing displays, etc., shall be placed contiguous with the storefront in a manner that allows the preservation of an unobstructed pedestrian access on the sidewalk of not less than four (4) contiguous feet, and as approved by the City Fire Marshall.

- d. **Universities, Colleges or Other Educational Institutions Participation in Farmers Market:** Universities, colleges, or other educational institutional departments and retail outlets are not allowed to apply as Market Vendors. Student organizations, if qualified, may participate as Vendors.
- e. **First Amendment Activities:** Because of the importance the City places on First Amendment rights and activities, the Council has adopted specific regulations relative to downtown First Amendment activities during Farmers Market hours. The City has established reasonable time, place, and manner restrictions and has designated Friendship Square as the location for such activities in the downtown area during Farmers Market hours. See Resolution No. 2012-12. No separate, additional, or expanded First Amendment activities shall be allowed within the Market during Farmers Market hours, unless specifically authorized by Council or required by the United States or Idaho Constitutions.

Per Resolution No. 2012-05, "The City wishes to coordinate the multiple and varied uses of Friendship Square during Market days of the Market Season. Uses include playground, pedestrian, and other travel through Friendship Square, maintenance of an emergency access lane, music and arts performances, demonstrations by various arts groups and the like, and presentations of various messages, ideas, philosophies, and opportunities by various individuals and groups who wish access to the Market participants and members of the public on Market day. The City does not intend to control, or regulate and coordinate the message or content of a Speaker's "speech" on a Market day, but rather, desires to reasonably regulate and coordinate the time, place, and manner of the speech by allowing Speakers to avail themselves of the designated Friendship Square

Speakers Space on Market days, while continuing to coordinate and accommodate their use of Friendship Square on Market day. Also, the City desires to preserve the principally non-commercial nature of Friendship Square and the Speakers Space to the extent allowed by law." For the complete resolution, see Appendix 7 – Resolution No. 2012-05 Friendship Square Use Policy During Farmers Market Season.

- f. **Nicotine Products:** All types and kinds of nicotine use, including smoking, vaping in all forms (including nicotine-free vape pens), and chewing tobacco, are prohibited within the boundaries of the Farmers Market during the hours of operation and through the duration of the Farmers Market Season. See Resolution No. 2018-13.
- g. **Animals Prohibited in the Market:** Only ADA Service Animals, as defined in the Americans with Disabilities Act 2010 final regulations, are allowed throughout the Market boundaries, and are not restricted to the eastern and western sidewalks. All other non-ADA Service Animals are restricted to the eastern and western sidewalks. See Resolution No. 2018-12.

Vendor Operating Policies

1. **Market Vendor Requirements**

Those who participate in selling at the Market must be the owner and/or producer of their goods, represent at least one (1) vending category, as defined within this Handbook, and be approved through a jury process or site visit, as outlined in Appendix 6 – Vendor Approval.

2. **Hawking**

Hawking (to offer for sale by calling aloud in public) is prohibited.

3. **Sale and Distribution of Non-Approved Items**

The sale, distribution, or display of non-approved items such as canned or bottled beverages, literature, live animals, information, signage, etc. not related to the Vendor's normal product offerings and/or services is prohibited.

4. **Vendor Merchandise**

The Market permits Vendors to sell merchandise items that are directly related to and/or promoting the Vendor's business operations in a limited capacity. Vendors wishing to sell merchandise must first register all merchandise items with the Community Events Manager. Upon approval, Vendors may display no more than one type of approved merchandise item for sale among the majority of their current products per Market day.

5. **Public Health Management**

To ensure the Market is creating a safe and non-hazardous environment to the public, all Vendors will abide by the following public health measures:

- a. **Waste Management:** Vendors are responsible for the set-up, clean-up, and safe operation of their assigned space. Vendors will provide their own receptacles/bags to manage waste, then must take any waste they generate with them at the end of the Market day. Waste receptacles in the Market are for use by Market customers and should not be used by Vendors for their waste. The dumpsters located throughout the downtown area are privately owned and are not for Vendors' use. Unauthorized use of other's solid waste container(s) is considered "theft of services" pursuant to Idaho Code § 18-2403(5)(c). This activity is a misdemeanor crime and punishable by up to a \$1,000 fine, plus court costs and up to one (1) year in jail.
- b. **Health Regulations:** The Idaho Public Health Department conducts unscheduled inspections for compliance with relevant health and safety regulations throughout the Market Season to ensure public safety and adequate health practices. The Community Events Manager and/or a Public Health Department representative will enforce applicable state and

local requirements and have the authority to stop the sale of any items that are in violation of these regulations.

- c. **Grey Water:** Vendors are required by Idaho State Law, when applicable, to deposit grey water waste in the receptacle provided at the Market. No grey water or other waste water, fat, grease, oil, or other liquid shall be placed in the gutter or in a City storm water catch basin or other City water collection system. The Market provides a grey water dump station for use by Vendors. Grey water must be disposed of at this dump station. Vendors must take with them their non-grey water waste at the end of Market day.

6. Generators

The Market does not allow the use of generators during operating hours.

7. Decorum and Etiquette

The Market requires and expects considerate, polite, common sense, and friendly cooperation among all Vendors and toward other Market participants and patrons. Vendors shall respect the authority of the Community Events Manager and Staff. Vendors shall respect the rights of the other Vendors, participants, and patrons. If a Vendor feels that they are being treated unfairly or in an unprofessional manner by the Community Events Manager, such complaint shall be made only to the Deputy City Administrator.

8. Participation in Market Promotion

Participation in the Market acts as a grant of permission to City to use photographs and other images of Vendors for promotional purposes, without compensation. All Vendors give permission to City to release the Vendor's preferred method of contact information (name, business name, address, or phone numbers) to requesting patrons and other organizations for promotional purposes and for publication by print media, video, or motion picture.

9. Signage

All Vendors are encouraged to display at their booth the Vendor's business name, City, and State of operation. Vendors subject to signage requirements as listed under any federal, state, or city regulation must comply. All signage must be contained within the Vendor's designated space(s).

10. Pricing

Market Vendors shall clearly post visible pricing for each item.

11. Packaging and Labeling

The Market encourages the use of recyclable packaging, and prohibits the use of Styrofoam packaging. All packaged food products (e.g., jams, jellies, salsa, nuts, etc.) must be labeled. Labels must include the Vendor's name and address; ingredients listed in order of volume (most to least); and potential allergenic

ingredients. It is recommended that Vendor's also list their phone number on the label.

12. Annual Gross Sales Reporting

All Vendors are required to report their Annual Gross Sales by the third Wednesday in November, utilizing their Marketspread account, or via paper format. Individual Vendor reports will be kept confidential by Market Staff. Aggregate data will be used for future grant proposals, economic impact data collection, and Market reports. ***Failure of Market Vendors to report Annual Gross Sales, as required under this Policy, will result in said Vendor being disqualified to participate in the following Market Season. No appeals process provided.***

13. Idaho Sales Tax Reporting

Vendors must complete an Idaho Sales Tax Form ST-124 as required by the Idaho State Tax Commission. All Vendors are required by law to have a copy of Form ST-124 in their assigned space at all times. The Idaho State Tax Commission reserves the right to perform unscheduled inspections for tax compliance throughout the Market Season.

14. Agreement to Hold Harmless, Defend, and Indemnify

In order to participate in the Market, all Vendors shall sign an agreement that holds City harmless for any and all actions or inactions of every Market Vendor or person associated with such Vendor, and agree to defend and indemnify City for any claim filed against City related to any and all activities which are associated with the Vendor, the Market, or the Vendor's business.

15. Compliance with all applicable Laws and Regulations

Vendors are to comply with all applicable federal, state and local laws and regulations, including U.S. copyright laws.

16. Permits and Licenses

At the time of application, all Vendors shall provide current copies of any permits and licenses applicable and necessary for the sale of their products. For a list of permits and licensing resources, please refer to Appendix 5 – Permits, Licenses, and Resource Contacts.

17. Use of Licensed, Trademarked, or Registered Characters or Images

In general, products featuring licensed, trademarked, and/or registered characters or images are not permitted for sale at the Market (i.e. Disney characters, professional sports team logos, and other commercial entities).

18. Third Party Certifications

All Vendors presenting products as third-party-certified, such as Organic, Certified Naturally Grown, etc., shall include the authorized certification form with their Vendor application. Certification will be checked for compliance with the

certifying entity or organization. Vendors not in compliance with their certification requirements, or who cannot produce a current certification, will be required to remove signage stating the certification(s).

19. **Annual Vendor Orientation**

All Vendors are required to attend the mandatory annual Vendor Orientation meeting in-person prior to start of Market Season, at a date and time set by the Community Events Manager. Failure to attend will result in one of the following:

- a. **Tier 1 Vendors:** Loss of eligibility to participate in the upcoming Market Season.
- b. **Tier 2 Vendors:** Loss of eligibility to participate in the upcoming Market Season.
- c. **Tier 3 Vendors:** Loss of designated Market space.

An alternative to the in-person meeting is provided to Vendors who experience illness, emergency, or another unanticipated conflict that forces their absence. If a Vendor meets any of these parameters for missing the in-person meeting, then Vendor is subject to the following:

- a. Vendor provides notice and/or request to the Community Events Manager.
- b. Vendor answers list of questions via email by a date and time set by the Community Events Manager demonstrating that they viewed the alternative meeting format.
- c. Vendors who fail to provide an email with answers by the set date and time are subject to the consequences as designated by Tier status above.

20. **Non-Attendance**

Vendors are required to communicate with the Community Events Manager on or before the Friday before the Market day that will be missed. If illness or emergency forces non-attendance, the Vendor must contact the Community Events Manager as soon as they are able.

21. **Setup**

Setup may begin at 5:00 a.m. Vendors are to enter on 5th Street, pull into their assigned space, unload their items to the sidewalk, and exit via 3rd Street or 6th Street. Vendors will park their vehicle a minimum of two (2) City blocks away from the Market (parking is available at Moscow City Hall and the adjacent Jefferson lot. See Appendix 8 – Vendor Parking Map). Once a Vendor's vehicle is parked, they can then begin setting up their space for the Market. **Large vehicles and trailers should arrive early to allow sufficient time for unloading during setup.** Vendors must allow for traffic flow and may not block the main thoroughfare. 5th Street will be closed to all vehicles at 7:30 a.m. Vendors must be in their assigned space and be unloaded by 7:45 a.m. and must have their tent(s) and

booth(s) set-up by 8:00 a.m. All vehicles must be off Main Street by 7:45 a.m. unless otherwise specifically allowed by the Community Events Manager. All tents must be placed as close to the adjacent curb as is physically possible unless specifically authorized by the Community Events Manager to do otherwise.

22. Take-Down

5th Street will remain closed to Vendor traffic until 1:10 p.m. to ensure the safety of any children and patrons who may still be in the main thoroughfare. Beginning at 1:00 p.m., Vendors may begin to disassemble their space and move items to the sidewalk before retrieving their vehicle. **Vendors shall not retrieve their vehicle before items are ready to be loaded.** No vehicle may enter or leave the Market Location unless directed to do so by the Community Events Manager, a Peace Officer, or an emergency services provider. Vendors must allow for traffic flow and may not block the 5th Street alley, the main thoroughfare, or obstruct traffic on Washington Street. Vendors may continue loading their items from the sidewalk after 2:00 p.m. if their vehicle is off Main Street, in a parking stall, and facing the direction of traffic flow. The City requires that the Market Location be made available to the public by 2:00 p.m.

23. Early Departure / Selling Out

Vendors requiring early departure must inform the Community Events Manager and obtain permission prior to leaving. Vendors must carry goods, supplies, and equipment out of their assigned space without using a vehicle. Vendors that sell out are encouraged to remain in their assigned space, but may pack-up items and carry them out without the use of a vehicle.

24. Vendor Space Assessment & Audit

All Vendors are subject to a space assessment and audit at Market by the Community Events Manager and/or members of the Farmers Market Commission acting in an official capacity. Vendors may be asked to produce current, required permits or have their goods or menus inspected. The purpose of the on-site walk-through is to maintain transparency and authenticity in the Market by ensuring Vendors are held accountable regarding any sourcing and/or practices claims.

25. Resale

The resale or reselling of any product is strictly prohibited.

Policy Violations

Unless explicitly stated, violation of any Policy will be subject to the penalties outlined below. The purpose of penalties is to encourage communication between Vendor(s) and Market Management to correct the offending action so that the Vendor, where possible, may continue to sell goods within the Market. Penalties are cumulative whether the same Policy has been violated multiple times or multiple Policies violated multiple times. Nothing related to the Market's penalties shall affect, in any way, other laws and/or regulations with which Vendors must comply (e.g., health, tax, police, fire, etc.).

Penalties

All penalties will be issued via a carbon copy format with one (1) copy for the Vendor's records, and one (1) copy for the Market's records. See Appendix 4 – Moscow Farmers Market Notice of Penalty.

1. **First Penalty**

A verbal warning shall be given to the Vendor.

2. **Second Penalty**

A written warning shall be given to the Vendor. Vendor will provide Management an email or letter that states how the Vendor will correct the behavior. Failure to receive a statement from the Vendor will result in a forced absence for the next Market attendance.

3. **Third Penalty**

A fifty-dollar (\$50) fine will be imposed upon the Vendor. Failure to remit payment will result in the Vendor being prohibited from attending Market until the fine is paid.

Enforcement

The City of Moscow Farmers Market ("Market") Policies will be enforced by the on-site Community Events Manager and/or in consultation with the Deputy City Administrator, depending on circumstances. As the Market Location encompasses public rights-of-way or City-controlled property, City reserves its right to regulate activities which occur within such public property. All Vendors agree to abide by Market Policies upon acceptance into the Market.

Egregious Behavior and Offense

In the case of a Vendor(s) acting in threatening or belligerent behavior, Community Events Manager has the right to cease sales for the remainder of the Market and have the Vendor dismissed early from the Market. Community Events

Manager will issue a penalty and present a case of expulsion or termination from the Market to the Farmers Market Commission. Vendor will be provided an opportunity to state their case, either orally, or in writing.

Appeals Process

If a Vendor has been found in violation of Market Policies, and the Vendor believes the penalty imposed is based upon inaccurate or incomplete information, or the penalty would constitute an unfair action if imposed, the Vendor may use the appeals process.

1. Appealing a Penalty

Vendor(s) who have been issued a penalty for an alleged Policy violation may appeal the decision within five (5) business days of the violation.

2. Written Statement

Appeals must take the format of a written statement detailing the reasons as to why the Vendor did not violate the Policy. Statements must be addressed to the Assistant City Administrator.

3. Number of Appeals

Vendor(s) may only appeal the alleged violation one (1) time.

4. Final Decision

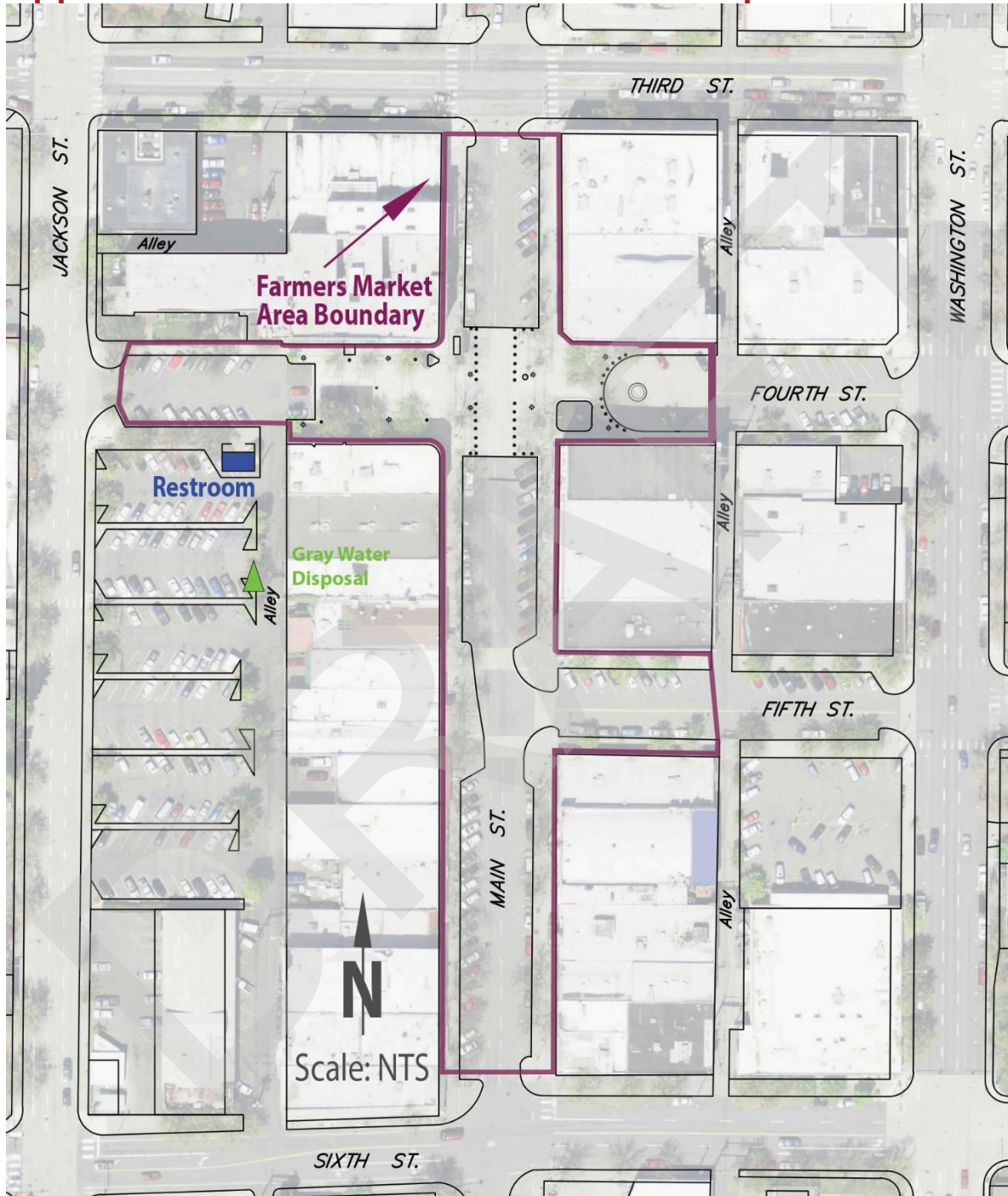
A decision regarding the appeal will be rendered within five (5) days of receiving the appeal and shall be final.

Effective Date

These policies shall be effective upon approval by the Moscow City Council.

Appendices

Appendix 1 – Moscow Farmers Market Map and Boundaries



Appendix 2 – Moscow Farmers Market Vendor Fees

Number of days in attendance at the Market & associated fee by stall size									
Tier 1 (\$17 reg. fee)	1	2	3	4	5	6	7	8	
11'x15' (\$33/day)	\$33	\$66	\$99	\$132	\$165	\$198	\$231	\$264	
5'x15' (\$17/day)	\$17	\$34	\$51	\$68	\$85	\$102	\$119	\$136	
Tier 2 (\$56 reg. fee)	9	10	11	12	13	14	15	16	17
11'x15' (\$22/day)	\$198	\$220	\$242	\$264	\$286	\$308	\$330	\$352	\$374
5'x15' (\$13/day)	\$117	\$130	\$143	\$156	\$169	\$182	\$195	\$208	\$221
Tier 3 (\$139 reg. fee)	18	19	20	21	22	23	24	25	26
11'x15' (\$17/day)	\$306	\$323	\$340	\$357	\$374	\$391	\$408	\$425	\$442
5'x15' (\$10/day)	\$180	\$190	\$200	\$210	\$220	\$230	\$240	\$250	\$260
Additional Amenities									
Electricity <i>Limited outlets, 16 amps max</i>	Flat rate of \$11/day, regardless of Tier								
Non-Neighbor Spaces	Flat rate of \$6/day, regardless of Tier								
Vehicle Surcharge	Flat rate of \$17/day, regardless of Tier								
Other Vendor Categories									
Performance/ Busker	\$8 per group								
Youth Vendor	\$7 per group								

Appendix 3 – Safety Compliance Requirements

The Moscow Volunteer Fire Department requires Vendor compliance with the following items at all times. Vendors are subject to inspection on an irregular basis for these requirements:

1. **Tents, Canopies, Umbrellas, etc.**

- a. **Weights:** Weights are required on all types of coverings utilized by Vendors to reduce risk and harm from being blow down. Each anchor point must have no less than twenty-four pounds (24 lbs.) weighing it down.
- b. **Attachment:** Weights requiring tethering shall
 - i. Not create a tripping hazard;
 - ii. Use lines that are visible with soft edges to avoid abrasions; and
 - iii. Be securely attached to the tent, canopy, etc., at ground level, and not above a person's head, to prevent a clothesline effect.
- c. **Tripping Hazards:** Any part of a tent, canopy, etc., in a walkway will have a red or florescent tape applied to the portion in the walkway to prevent tripping hazards.

2. **Fire Extinguishers**

- a. **Certified Fire Extinguishers:** Vendors shall arrange for annual service of their fire extinguishers and ensure that a 'verification tag of service date' is in place.
- b. **Number of Fire Extinguishers:** A minimum of one (1) five-pound (5 lb.) ABC type portable fire extinguisher is required for each Vendor with any type of cooking device or warming plate.
- c. **Class Type:** A class K rated portable extinguisher is required for **deep-vat fry** cooking equipment involving vegetable or animal oils and fats.

3. **Portable Cooking Devices**

- a. **Tent Standards:** The national standard set by the National Fire Protection Agency (NFPA) 701 applies to the Market regarding portable cooking devices under any type of coverings. Vendors using this method to prepare or cook food shall do one (1) of the following:
 - i. Provide a certificate from an approved testing laboratory that states the covering's materials and performance meet the criteria outlined in NFPA 701; or
 - ii. Provide the brand of flame-retardant used to treat the covering. Treatment application must be through an approved manner that

meets the flame propagation performance criteria outlined in NFPA 701.

- b. **Combustible Materials:** No combustible material shall be within five feet (5') of any open flame or portable cooking device.
- c. **Smoke Stacks:** Portable cooking devices with a smoke stack must be a minimum of five feet (5') from any combustible material.
- d. **Gas Cylinders and Tanks:** Compressed gas cylinders must be secured to prevent tipping and potential damage to the stem and/or regulator. Approved methods include chained to a stable structure or placed in a milk crate. Always secure gas cylinders in an upright, vertical manner on a flat surface.

4. **Electrical Cords**

- a. **Cord Standards:** All electrical cords shall be Underwriters Laboratories (UL) approved.
- b. **Tripping Hazards:** Cover all electrical cords to prevent tripping hazards.

5. **Fire Lanes**

A minimum fire lane of twenty-five feet (25') shall be maintained at all times.

Appendix 4 – Moscow Farmers Market Notice of Penalty

MOSCOW FARMERS MARKET



POLICY VIOLATION NOTICE OF PENALTY

NO. XXXXXX

Today's date: ____/____/____

☐ 1st – verbal warning

Date of policy violation: ____/____/____

☐ 2nd – written warning

Date penalty issued: ____/____/____

☐ 3rd – \$50 fine

MOSCOW FARMERS MARKET VENDOR HANDBOOK POLICY VIOLATED BY VENDOR

Name and job title of Moscow Farmers Market staff issuing penalty

Signature of Moscow Farmers Market staff issuing penalty

VENDOR INFORMATION

☐ Tier 1 ☐ Tier 2 ☐ Tier 3

Primary contact for Vendor: _____
First name Last name

Vendor doing business as: _____
Name of Business Operation

By signing this policy violation, I acknowledge receipt of penalty notice for my business operation at the Moscow Farmers Market

Signature of Vendor primary contact: _____

Date: _____
MM/DD/YYYY

Appendix 5 – Permits, Licenses, and Resource Contacts

Permits and licensing information is different for each Vendor category. The following list is not exhaustive and is meant for user education purposes.

Moscow Volunteer Fire Department

229 Pintail Lane or 603 South Main
Moscow, ID 83843
208-882-2831
dellinwood@ci.moscow.id.us

Public Health – Idaho North Central District

333 East Palouse River Drive
Moscow, ID 83843
208-882-7506
<https://www.idahopublichealth.com/district-2/aboutidahopublichealth>

Idaho State Tax Commission

11321 W. Chinden Blvd.
Boise, ID 83714-1021
800-972-7660 or 208-334-7660
www.tax.idaho.gov

State of Idaho Alcohol Beverage Control

Idaho State Police

700 S. Stratford Dr., Ste. 115
Meridian, ID 83642
208-884-7060
<https://www.isp.idaho.gov/abc/>

Idaho State Department of Agriculture (ISDA)

2270 Old Penitentiary Road
Boise, ID 83712
208-883-8500
info@isda.idaho.gov
<https://agri.idaho.gov/>

ISDA Division of Animal Industries

Eggs, Cattle, Dairy, Sheep & Goats, Swine
208-332-8540 or 208-332-8560
animal_info@isda.idaho.gov
<https://agri.idaho.gov/animals/>

ISDA Division of Plant Industries

Nursery, Florist, Landscaping & Apiary
208-332-8620
plants.information@isda.idaho.gov
<https://agri.idaho.gov/plant-industries/>

ISDA Food Safety Modernization Act (FSMA)

<https://agri.idaho.gov/fsma-hemp-hops/>

ISDA FSMA

Produce Safety
208-332-8502
fsma@isda.idaho.gov
<https://agri.idaho.gov/fsma-hemp-hops/produce-safety/>

ISDA Organic Program

208-332-8680
organics@isda.idaho.gov
<https://agri.idaho.gov/ag-inspections/organics/>

ISDA Idaho State Seed Lab Seeds

2240 Kellogg Lane

Boise, ID 83712

208-332-8630

<https://agri.idaho.gov/laboratories/seed-laboratory/>

Food & Drug Administration (FDA) Food Safety Modernization Act (FSMA) Preventative Controls in Human Food Rule – Value-added projects and processed products made on-farm and in licensed commercial kitchens

<https://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/ucm525201.htm>

University of Idaho (UI) Extension

606 S. Rayburn Street

E.J. Iddings Agricultural Science

Laboratory, Room 52

208-885-5883

extension@uidaho.edu

UI Extension Small Acreages and Local Food

Area Extension Educator, Community Food

Systems, Colette DePhelps

Agricultural Science, Room 333

Moscow, ID 83843

208-885-4003

cdepelps@uidaho.edu

Extension Educator, Small Farms &

Horticulture, Iris Mayes

Annex, Ste. 201

Moscow, ID 83843

208-883-2267

imayes@uidaho.edu

<https://www.uidaho.edu/extension/small-farms>

UI Extension FSMA Food Safety for Produce Growers

<http://www.uidaho.edu/extension/food-safety-for-produce-growers>

UI Extension FSMA Produce Safety Rule guide with concern to your farm

https://uidaho.co1.qualtrics.com/jfe/form/SV_8D1ucSIeq749AF

Bees (Apiary): For information on registration for commercial and hobbyist beekeepers see the Apiary Program, <https://agri.idaho.gov/plant-industries/apiary-program/>.

Dairy: For information on selling raw milk, small herd exemptions, and selling shares of raw milk see the Dairy Bureau, <https://agri.idaho.gov/animals/dairies-milk/raw-milk/>.

Eggs: For information on standards and requirements for individuals with less than 300 birds wishing to sell eggs see Egg Candles & Distributors, <https://agri.idaho.gov/animals/eggs-birds/egg-candlers-distributors/>.

Fresh Produce: The FSMA Produce Safety Rule was made final in January 2016, and establishes science-based minimum standards for the safe growing, harvesting, packing and holding of fruits and vegetables grown for human consumption. Many, if not all farms, are impacted by at least part of the FSMA Produce Safety Rule, even those that are very small. The FDA has a clearinghouse of FAQs for the different facets of FSMA. For FAQs on fresh produce see Produce Safety Rule section, <https://www.fda.gov/food/food-safety-modernization-act-fsma/frequently-asked-questions-fsma>. The University of Idaho has developed a self-guided tool to determine if the FSMA Produce Safety Rule applies to your farm at https://uidaho.co1.qualtrics.com/jfe/form/SV_8D1ucSlEeq749AF. For regulatory compliance in Idaho see <https://agri.idaho.gov/fsma-hemp-hops/produce-safety/>. For regulatory compliance in Washington see <https://agr.wa.gov/departments/food-safety/produce-safety>.

Meat and Poultry: All meat and poultry sold at the Market needs to be processed in a USDA approved facility. Individuals wishing to sell these products are to contact the closest Idaho Public Health District for additional food permit licenses and food safety requirements, <https://healthandwelfare.idaho.gov/health-wellness/community-health/public-health-districts>.

Nursery, Florists, and Landscaping: For information on licensing requirements for individuals who engage in, conduct, or carry on the business of propagating, growing, selling, dealing in, or importing into Idaho, for sale or distribution, any

nursery or florist see Nursery, Florists, and Landscaping,
<https://agri.idaho.gov/nursery-florist-landscaping/>.

Organic: For information on complying with the USDA's National Organic Program in Idaho see ISDA Agricultural Inspections – Organic Certification Program, <https://agri.idaho.gov/ag-inspections/organics/>. For compliance in Washington see WSDA Food Safety & Consumer Service Division – Organic Program, <https://agr.wa.gov/departments/organic>.

Processed and Value-Added Foods: For information on how the [FSMA Prevention Controls for Human Food Rule \(PCHF\)](#) applies to your business see the following

- FDA FSMA Final Rule for PCHF,
<https://www.fda.gov/Food/GuidanceRegulation/FSMA/ucm334115.htm>.
- FDA FSMA Fact Sheet for PCHF,
<https://www.fda.gov/media/108775/download?attachment>.
- FDA Small Entity Compliance Guide for PCHF,
<https://www.fda.gov/regulatory-information/search-fda-guidance-documents/small-entity-compliance-guide-what-you-need-know-about-current-good-manufacturing-practice-hazard>.

Soil and Plant Amendments: For information on required registration regarding distribution of soil or plant amendments in Idaho. See Fertilizer and Soil & Plant Amendments, <https://agri.idaho.gov/fertilizer-and-soil-plant-amendments/>.

Weights and Measures: For information on annual licensure of any weighing or measuring instrument or device used for commercial purposes in see Weights and Measures, <https://agri.idaho.gov/weights-and-measures/>.

Appendix 6 – Vendor Approval

1. **Basic Eligibility**

A Vendor is eligible to participate in the Market if they are the grower/producer of the products they are interested in selling at the Market and these same products are grown/produced within 200 air miles of Moscow, ID. Franchises, multi-level marketing firms, and retail chains are not eligible to participate in the Market.

2. **Qualifications for eligible Agricultural Vendors**

- a. Apiarist, Fresh Produce/Nursery, Livestock, and Value-Added Vendors qualify for Market participation upon completion of the following:
 - i. Create a Marketspread account and complete applicable season registration.
 - ii. Attend the mandatory Vendor Orientation.
 - iii. Complete a Site Visit with the Farmers Market Commission and Community Events Staff. Site Visits must be completed prior to a Vendor being assigned space at the Market.
 - **Purpose:** The purpose of a Site Visit is to verify growing and/or production practices as listed by the Vendor in Marketspread, to ensure the Vendor has tangible goods for sale that meet Agricultural subcategory definitions, as well as to evaluate compatibility with the Market's mission statement and core values.
 - **Issues and Actions:** Any food safety and/or public health violations discovered during a Site Visit may result in a Vendor being unable to receive a space assignment at Market until the violation is rectified. Vendors who are deemed incompatible with the Market's mission statement and core values by the Site Visit subcommittee may not receive a space assignment at the Market until further notice by the Commission.
- b. Forage and Seafood Vendors qualify for Market participation upon completion of the following:
 - i. Create a Marketspread account and complete applicable season registration.
 - ii. Attend the mandatory Vendor Orientation.

- iii. Forage Vendors are required to disclose where product was harvested within a five [5] square mile description. The Market may require the Vendor to sign a disclosure form that no laws were violated in harvesting or selling of wild mushrooms, plants, or berries.
- iv. Seafood Vendors are required to disclose tributaries where product was harvested within a five [5] square mile description. Seafood must be commonly found within both the defined bodies of water on page six (6) and identified tributaries. The Market requires Vendors in this sub-category to furnish any licenses and/or permits demonstrating that seafood was legally harvested, and sales are abiding by local, state, and federal laws and regulations.

3. **Qualifications for eligible Non-Agricultural Vendors**

- a. Food Artisan and Craft Artisan Vendors qualify for Market participation upon completion of the following:
 - i. Register to attend a Craft & Food Jury via the City of Moscow's Submittable online portal.
 - ii. Receive a minimum qualifying score of seventy percent (70%).
 - iii. Create a Marketspread account and complete applicable season registration.
 - iv. Attend the mandatory Vendor Orientation.
- b. Craft & Food Jury Information
 - i. Vendors are encouraged to have the following documents prepared prior to registering for their preferred Craft & Food Jury date:
 - **Vendor Statement:** A statement that describes the tools, techniques, and traditions utilized in crafting final product(s).
 - **Sourcing List:** Materials/ingredients sourcing list to include businesses, farms, and/or locations of supplies utilized to create final product(s).
 - **Price/Menu List:** Include pricing of items and/or a menu of product offerings as part of table display at the jury.
 - **Assessment/Permit License:** Completed Food Risk Assessment Form from Idaho North Central Public Health District or copy of current Food Permit License. **[Food Artisan Vendors only]**

- Examples of packaging for unsealed/open food items (i.e. plates, bulk containers, to-go packaging, etc.). Styrofoam packaging and containers are not permitted. **[Food Artisan Vendors in the Ready to Eat Foods subcategory only]**
- Rendering (digital, hand drawn, or photography) of proposed booth layout that includes handwashing station location, prep areas, backstock, coolers, etc. **[Food Artisan Vendors in the Ready to Eat Foods subcategory only]**

ii. Day-of Jury

- **Set-Up and Take-Down:** Tables are provided for Vendors. Vendors have one (1) hour to complete their table set-up and may not be present during the judging period. Vendors are required to collect their items at the end of a jury. Failure to do so results in a zero (0) score and items left behind are discarded.
- **Judging Criteria and Scoring:** A jury panel handles, examines, and/or tastes presented items. Panelists are generally comprised of Farmers Market Commission members. A Vendor's score is based on their Table Display, Sourcing Information, and Product Design and Integrity. Each evaluator completes a score card (see examples on following pages) per Vendor. Score cards are tallied and an average score is provided per Vendor. Vendors must receive a minimum score of seventy percent (70%) to be qualified to participate in the Market. Upon request, the Community Events Manager provides evaluation feedback to Vendors seeking to make improvements to their operation.

iii. Post-Jury

- **Re-Jurying:** Vendors who do not receive the minimum score may re-jury at a later date pending space availability.
- **Notification:** Community Events Staff notifies Vendors of their results, and approved products if applicable, within two (2) business days. The Community Events Manager reserves the right to select fewer qualified Vendors based on availability of space and current Market product mix. Upon request, the

Community Events Manager provides evaluation feedback to Vendors seeking to make improvements to their operation.

- **Adding Products:** Requests to sell additional products throughout the season are to be submitted to the Community Events Manager for review.
- Approved Non-Agricultural Vendors are subject to Site Visits if warranted by Community Events staff or Commission Members.

4. **Approval Status**

A Vendor is considered approved to sell their products and receive space assignments in the Market when the above eligibility and qualifications are met and result in one of the following based on their vending category:

- a. A satisfactory Site Visit;
- b. An affirmative Commission decision;
- c. Disclosure forms and/or copies of current, applicable licenses and/or permits received by Community Events staff; or
- d. Affirmative notification of jury score and approved juried products sent by Community Events staff.

5. **Tier Selection**

- a. **First Season:** New Vendors and Vendors that have been absent for two (2) consecutive seasons are eligible for Tier 1 or Tier 2 packages (see Tier Packages on page 16). Approval status does not equate to receiving space at the Market. Vendors who complete their first season may submit a request to the Community Events Manager to be promoted to Tier 3 status for the following season. Considerations for Tier 3 status includes the Vendor's attendance, timeliness, adherence to this Handbook, available space, and product mix.
- b. **Special Considerations:** Tier 3 status is not typically granted to new Vendors in their first season. Agricultural Vendors and Craft and Food Vendors, who receive a qualifying score of ninety percent (90%) or greater, requesting Tier 3 status in their first season shall appeal to the Community Events Manager for consideration.

ARTISAN/CRAFT CRITERIA		Poor (0)	Average (1)	Excellent (2)	Notes (shared with prospective vendors that request them and are entered into the Market's record database)
DISPLAY	Display is visually appealing (6 points)				
	Neat and attractive				
	Items are relatable and present a cohesive theme				
	Product list is present and prominently displayed with prices (prices listed on each item is an acceptable substitute)				
SOURCING	Products feature local sourcing (4 points)				
	Material choices reveal a consideration for environmental and economic sustainability				
	Material choices are sourced locally within a 200 air-mile radius				
PRODUCT DESIGN AND INTEGRITY	Products offer a distinct look and feel not readily duplicated (12 points)				
	Unique				
	Structurally intact				
	Exhibit craftsmanship				
	Exhibit original design				
	Reflect local/regional area				
	Made by the prospective vendor without excessive reliance on ready-made or mass-produced elements (e.g. pre-die-cut objects, pre-fabricated objects, stamp kits, promo items, etc.)				
Display: Sourcing: Product design & integrity: All products accepted: ☐ Yes ☐ No (list products not accepted below)				Minimum qualifying score: $\frac{15.5}{22} = 70\%$ Participant's score: $\frac{\quad}{22} = \quad\%$	
Notes to the Community Events Manager:					

HOT/PREPARED/PROCESSED/ PACKAGED FOOD CRITERIA		Poor (0)	Average (1)	Excellent (2)	Notes (shared with prospective vendors that request them and are entered into the Market's record database)
DISPLAY	Display is visually appealing (6 points)				
	Neat and attractive				
	Item arrangement reveals forethought for customer engagement				
	Menu is present and prominently displayed with prices				
SOURCING	Products feature local sourcing (4 points)				
	Ingredient choices reveal a consideration for environmental and economic sustainability				
	Ingredient choices are sourced locally within a 200 air-mile radius				
PRODUCT DESIGN AND INTEGRITY	Product flavors & textures are appealing (6 points)				
	Appearance (sight)				
	Flavor (taste) & Aroma (smell)				
	Unique with an innovative approach to cuisine and original recipes by prospective vendors				
	Products presented in an appetizing manner (6 points)				
	Ingredient(s) label present and distinct				
	Potential allergen warnings clearly listed				
	Serving and packaging techniques exhibit adequate food safety practices (e.g. hot food served at appropriate temperatures, dairy products served at appropriate temperatures, packaged food seals are unbroken, etc.)				
	Display: Sourcing: Product design & integrity:				
All products accepted: ☐ Yes ☐ No (list products not accepted below)				Minimum qualifying score: <u>15.5/22 = 70%</u> Participant's score: <u> /22 = % </u>	
Notes to the Community Events Manager:					

Appendix 7 – Resolution No. 2012-05 Friendship Square Use Policy during Farmers Market Season

RESOLUTION NO. 2012 - 05

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A POLICY FOR THE USE OF FRIENDSHIP SQUARE ON MARKET DAYS DURING THE FARMERS MARKET SEASON; PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Friendship Square is City property owned, operated, and controlled by the City; and

WHEREAS, Friendship Square functions, in part, as a downtown meeting place, a place for arts performances, playground and visiting uses, protests and demonstrations, and the presentation to the public of various messages, ideas, and public expressions; and

WHEREAS, Moscow's Farmers Market (hereinafter "the Market") has been in existence for many years; and

WHEREAS, the Market is an integral part of various downtown Saturday activities during the months of May through October annually; and

WHEREAS, multiple individuals and groups (in increasing numbers) seek to access the Farmers Market audience and participants (also increasing in number) by utilizing a portion of Friendship Square on Market days; and

WHEREAS, the City wishes to make space in Friendship Square available to individuals and groups to allow them to present their messages, ideas, opportunities, and information on Market days (Saturdays) during the Farmers Market Season; and

WHEREAS, the Council believes that these Friendship Square regulations comprise Constitutionally reasonable time, place, and manner restrictions and coordination of uses in Friendship Square during Market days; and

WHEREAS, the City also wishes to coordinate Friendship Square uses by reserving portions of Friendship Square for pedestrian, music, arts and other performances, visiting, emergency access, playground uses, recreation, and other uses and access to the Market and Main Street; and

WHEREAS, coordination and accommodation of such multiple uses in Friendship Square on Market days are consistent with the law, City goals and values, and will support Market activities without undue interference with the Market;

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

The attached *Friendship Square Use Policy During Farmers Market Season* is hereby adopted and shall be effective upon publication according to law.

PASSED AND APPROVED by the Council and Mayor of the City of Moscow, Idaho, this 16th day of April, 2012.

ATTEST:

Stephanie Kalasz, City Clerk



Nancy Claherty, Mayor

RESOLUTION 2012-05 FRIENDSHIP SQUARE USE POLICY DURING FARMERS MARKET

APRIL 16, 2012

PAGE 1 OF 4

FRIENDSHIP SQUARE USE POLICY
DURING FARMERS MARKET SEASON

- A. **Definitions.** For purposes of this Friendship Square Use Policy During Farmers Market Season ("Policy"), certain words and terms used herein are defined as follows:

City of Moscow Farmers Market, Farmers Market, Market. City-sponsored selling and associated activities which take place every Saturday from May through October in the downtown area which focuses on the sale of locally grown and/or value added produce and goods and which has traditionally occurred in 4th Street and South Jackson Street parking lot (and as shown on Attachment "A" incorporated into this Policy).

Friendship Square. The public pedestrian mall area in downtown Moscow immediately south of the Moscow Hotel, immediately north of the Skattaboe Building, east of the 4th Street and South Jackson Street parking lot and west of Main Street, as designated on the Attachment "A", incorporated into this Policy.

Market day. Every Saturday during the Farmers Market Season (from May through October) during which the Market is in operation, (i.e., 8:00 a.m. to 1:00 p.m. local time).

Speaker(s). A person or entity whose presence in Friendship Square on a Market day is primarily for the purpose of presenting a message, activity or opportunity to the Market audience, participants, and/or members of the public and which message or activity does not compete directly with Market Vendors. This includes individuals or groups who wish to utilize Speakers Space for local arts, philanthropic, charitable, non-profit, social, and other similar purposes governed by this Policy.

Speakers Space. The area generally south of the current emergency access lane, playground and permanent benches in Friendship Square and north of the north wall of the Skattaboe building currently occupied by New Saint Andrews College and Bloom Restaurant (minus the spaces in front of the ingress/egress features) that is currently available for continuing use by Speakers, as described in this Policy and as shown on Attachment "A".

- B. **Background.** Since the establishment of the Farmers Market in the early 1970's, a portion of Friendship Square (adjacent to the Market) has been used during Market hours of operation for local arts, philanthropic, performance, pedestrian, charitable, non-profit, social, and similar purposes. Individuals and groups in Friendship Square during Market days focus principally on getting their "message" or opportunity out to those participating in the adjacent Market (approximately 5,329 people per Market day).

The City wishes to preserve part of Friendship Square (i.e., the area in Friendship Square not identified and set apart as "Speakers Space" in Attachment "A") for the emergency access lane that runs east-west through the entirety of Friendship Square so that it remains free and open for access and/or use by emergency responders. The City also desires to allow for the safe and open use of the established public playground and benches during Farmers Market hours of operation. Additionally, the non-Speakers Space portion of Friendship Square to the north and south of the emergency access lane needs to remain open for visiting, foot traffic, bicycle, stroller, wheelchair, and similar movement through Friendship Square to access the Market and Main Street, and for music, arts, and other programs (including those organized or sponsored by City) that occur within Friendship Square as a multi-faceted downtown public venue.

Because Moscow is an inclusive community with a deep and long-term commitment to education and diversity (in all of its aspects), the City wishes to preserve space to accommodate "messages" and Speakers ("Speakers Space") in Friendship Square.

- C. **Policy Purpose.** The City wishes to coordinate the multiple and varied uses of Friendship Square during Market days of the Market Season. Uses include playground, pedestrian and other travel through Friendship Square, maintenance of an emergency access lane, music and arts performances, demonstrations by various arts groups and the like, and presentations of various messages, ideas, philosophies and opportunities by various individuals and groups who wish access to the Market participants and members of the public on Market day. The City does not intend to control or regulate and coordinate the message or content of a Speaker's "speech" on a Market day, but rather, desires to reasonably regulate and coordinate the time, place and manner of the speech by allowing Speakers to avail themselves of the designated Friendship Square Speakers Space on Market days while continuing to coordinate and accommodate their use of Friendship Square on Market day. Also, the City desires to preserve the principally non-commercial nature of Friendship Square and the Speakers Space to the extent allowed by law.

By this Policy, the City does not wish to interfere with Market Policies or activities and desires that this Policy be administered independently from any Market Policy. Additionally, because of the multiplicity of uses and because of the increased density of occupancy in Friendship Square during Market day operations, with the exception of a "service animal" (as defined in the Americans With Disability Act 2010 Final Regulations), dogs and other animals and pets are not allowed in Friendship Square during the hours of 8:00 a.m. through 1:00 p.m. local time on Saturdays in May through October, unless specifically authorized in writing by the City Parks and Recreation Director for a specific planned event or demonstration (such as a raptor show or magic act).

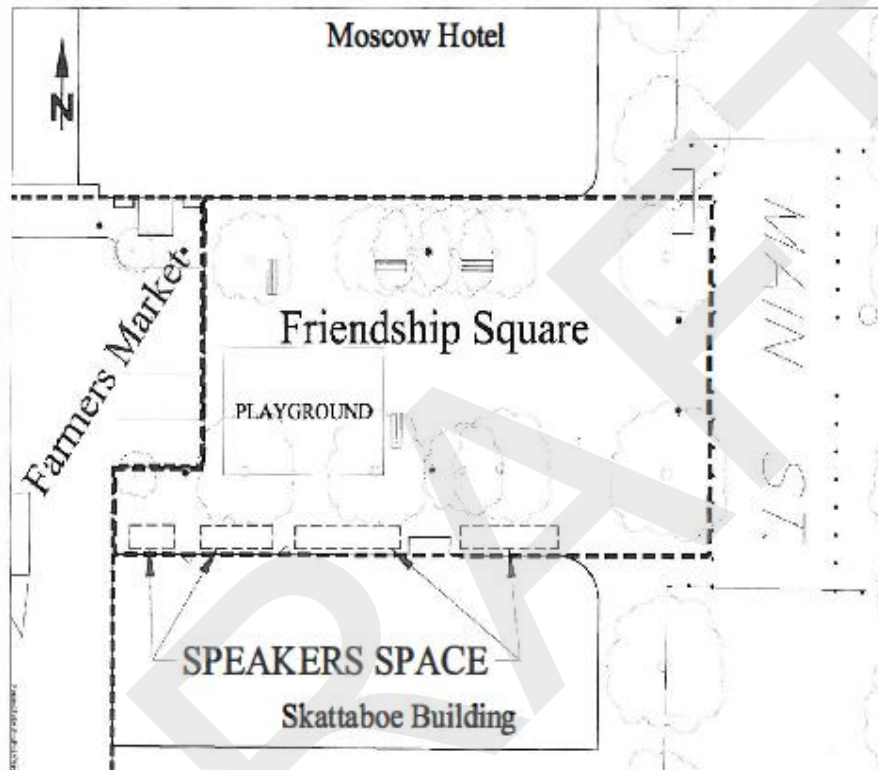
- D. **Speakers' Activities.** Within the Speakers Space, Speakers are allowed to offer information, answer questions, hand out materials, participate in discussions, and/or suggest ideas relative to their cause or message in whatever lawful manner they wish. Speakers may sell or give away promotional and other articles with the sponsoring individual or group's name, logo, cause, or graphic on them. The selling of raffle or other tickets for future local events (plays, concerts, charities, fundraisers, etc.); campaign and other political activities; solicitation and acceptance of donations; fundraising; food drives; and similar commercial speech and/or activities that do not compete with Market Vendors, are allowed in the Speakers Space during Market hours. Speakers may not sell, distribute, or give away any item that is available for purchase from a Vendor in the Market.

"For-profit" individuals and groups may use the Speakers Space if their presence is not intended to and does not result in on-site sales (other than those allowed Speakers by this Policy), taking orders for merchandise and/or for paid services. For-profit concerns may wish to contact the City for information on how to qualify as a Vendor in the Market.

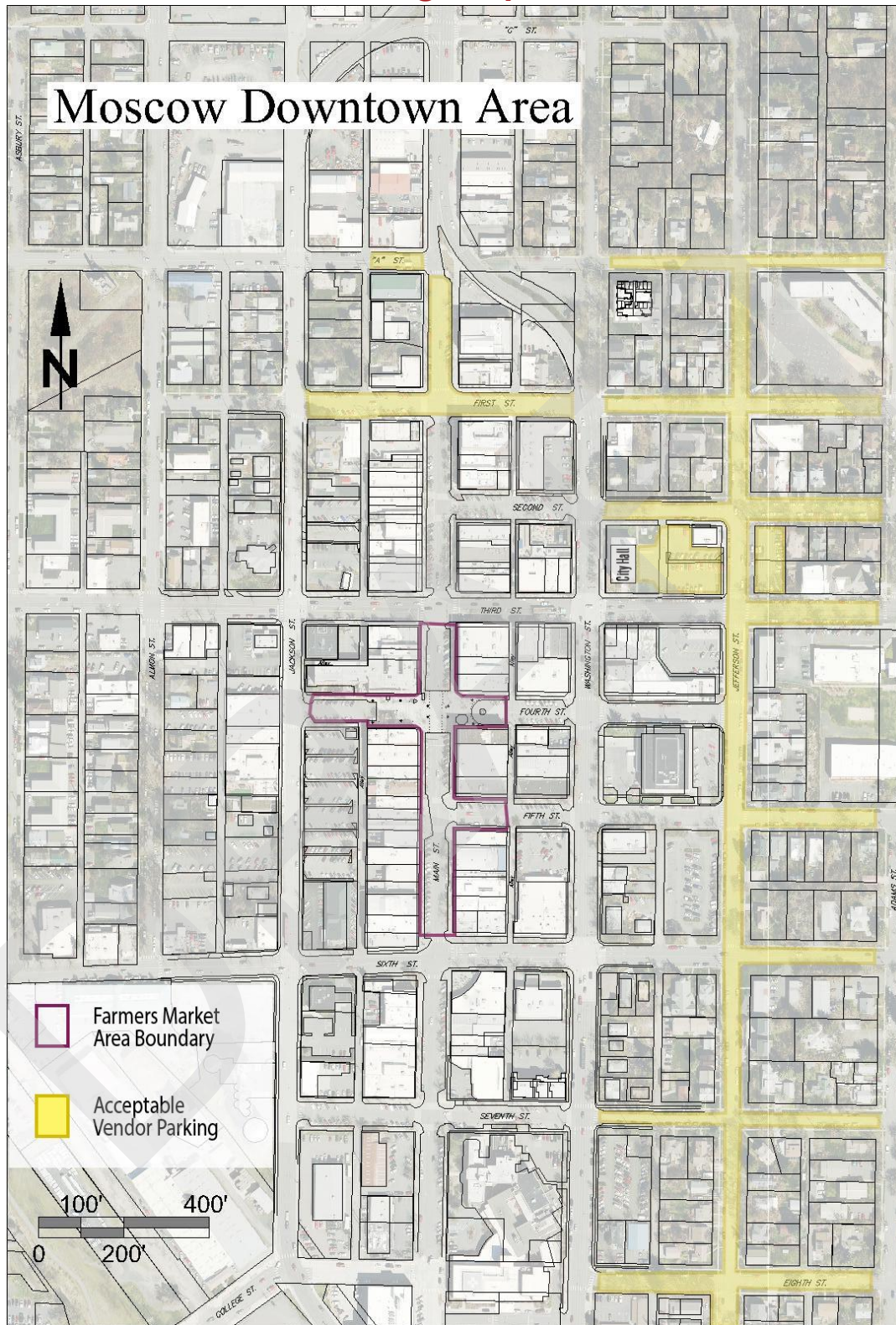
Any individual or group using all or part of the Speakers Space may also move freely within Friendship Square and within public spaces outside of the Market but such Speaker(s) may not conduct business, sales or Speakers activities within the Market. Speakers are allowed to place temporary structures in the Speakers Space (such as a piece of equipment, a table, or self-standing sign), so long as the structures are removed by 2:00 p.m. local time on Market day.

- E. **The Speakers Space,** identified in Attachment "A" attached to this Policy and fully incorporated herein by reference, is reserved for Speakers and Speakers activities during Market days, pursuant to this Policy.
- F. **Alternatives to Speaker(s) Display in Friendship Square.** If there is no Speakers Space available on a Market day pursuant to this Policy, the City may be contacted about using other public facilities and/or other venues or outlets for their messages, such as peaceful moving pickets or demonstrations on City sidewalks outside of the Friendship Square Speakers Space; the use of City parks and other public spaces, venues, and facilities; securing of a Vendor permit pursuant to Moscow City Code Title 9, Chapter 11; using Friendship Square during non-Market hours, etc.

ATTACHMENT " A "



Appendix 8 – Vendor Parking Map



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COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 24, 2025



AGENDA ITEM TITLE

Camas Street Water Main Project - Bid Results & Contract Award (ACTION ITEM) - Bob Buvel

RESPONSIBLE STAFF

Bob Buvel, Senior Civil Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

This project's scope includes construction of approximately 1800 linear ft of 8" DR 18 C900-16 water main, 520 linear ft of 1" HDPE service line, replacing 28 water services, as well as surface restoration of streets, sidewalk, and green strips. Construction of water main and service lines includes new hydrants, associated fittings/valves, thrust restraints, and connection to existing water mains and service lines. The City advertised for bids on January 25, 2024 & February 1, 2025, and the project was budgeted for \$946,570. The engineer's estimate for construction was \$839,710. Bids were opened on February 11, 2024, at which nine (9) bids were received. The bids ranged from \$609,543.00 to \$973,700.00. Of those bids, the lowest responsive bid received was submitted by Accelerated Construction of Desmet, ID with a bid of \$609,543.00. A bid tabulation is included in the packet.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the bid from Accelerated Construction, award the contract in the amount of \$609,543.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff with further direction.

STAFF RECOMMENDATION

Recommend acceptance of the bid from Accelerated Construction, award the contract in the amount of \$609,543.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

OTHER RESOURCES

FISCAL IMPACT

Funds for the project will be expended from capital accumulation in the Water Main Program (320-220-770-73).

PERSONNEL IMPACT

Engineering Division staff will administer construction contract and inspection.

ATTACHMENTS

1. Bid Tabulation - Camas Street
2. Construction Agreement - Camas Street Water Main_final with attachments

Camas Street Water Main Project

Bids Opened 2/11/2025

				Engineers Estimate		Bid From: Links Water		Bid From: KG&T Septic		Bid From: LOW BIDDER Accelerated Construction		Bid From: Motley Motley		Bid From: LaRiviere		Bid From: Big Sky		Bid From: Debco		Bid From: ML Albright		Bid From: Knife River	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
				REMOVALS																			
1.1	Remove and Dispose of Bituminous Surface	971	SY	\$15.00	\$14,565.00	\$10.68	\$10,370.28	\$13.50	\$13,108.50	\$6.00	\$5,826.00	\$25.00	\$24,275.00	\$16.00	\$15,536.00	\$17.00	\$16,507.00	\$17.00	\$16,507.00	\$10.00	\$9,710.00	\$16.50	\$16,021.50
1.2	Remove and Dispose of Concrete Sidewalk	11	SY	\$25.00	\$275.00	\$215.00	\$2,365.00	\$112.00	\$1,232.00	\$10.00	\$110.00	\$60.00	\$660.00	\$39.00	\$429.00	\$51.00	\$561.00	\$42.00	\$462.00	\$37.50	\$412.50	\$42.00	\$462.00
1.3	Remove and Dispose of Concrete Curb	27	LF	\$20.00	\$540.00	\$131.00	\$3,537.00	\$41.00	\$1,107.00	\$5.00	\$135.00	\$45.00	\$1,215.00	\$15.00	\$405.00	\$20.00	\$540.00	\$26.00	\$702.00	\$20.00	\$540.00	\$21.50	\$580.50
1.4	Remove and Dispose of Esisting Catch Basin	1	EA	\$750.00	\$750.00	\$3,700.00	\$3,700.00	\$713.00	\$713.00	\$850.00	\$850.00	\$1,645.00	\$1,645.00	\$458.00	\$458.00	\$401.00	\$401.00	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$840.00	\$840.00
1.5	Remove and Dispose of Esisting Hydrant	3	EA	\$1,000.00	\$3,000.00	\$2,212.00	\$6,636.00	\$1,840.00	\$5,520.00	\$300.00	\$900.00	\$2,500.00	\$7,500.00	\$685.00	\$2,055.00	\$252.00	\$756.00	\$700.00	\$2,100.00	\$1,500.00	\$4,500.00	\$1,760.00	\$5,280.00
				WATER																			
2.1	8" DR 18 C900-16 Water Pipe (Class F Backfill)	1800	LF	\$180.00	\$324,000.00	\$46.00	\$82,800.00	\$107.00	\$192,600.00	\$113.00	\$203,400.00	\$209.00	\$376,200.00	\$84.00	\$151,200.00	\$147.00	\$264,600.00	\$100.00	\$180,000.00	\$115.00	\$207,000.00	\$146.00	\$262,800.00
2.2	6" DR 18 C900-16 Water Pipe (Class F Backfill)	42	LF	\$160.00	\$6,720.00	\$57.00	\$2,394.00	\$275.00	\$11,550.00	\$114.00	\$4,788.00	\$165.00	\$6,930.00	\$88.00	\$3,696.00	\$183.00	\$7,686.00	\$170.00	\$7,140.00	\$188.00	\$7,896.00	\$199.00	\$8,358.00
2.3	10" DR 10 C900-16 Water Pipe (Class F Backfill)	10	LF	\$200.00	\$2,000.00	\$57.30	\$573.00	\$819.00	\$8,190.00	\$280.00	\$2,800.00	\$330.00	\$3,300.00	\$157.00	\$1,570.00	\$194.00	\$1,940.00	\$185.00	\$1,850.00	\$234.00	\$2,340.00	\$577.00	\$5,770.00
2.4	1" HDPE Service Line (Trenchless Installation)	415	LF	\$115.00	\$47,725.00	\$75.00	\$31,125.00	\$111.00	\$46,065.00	\$31.00	\$12,865.00	\$80.00	\$33,200.00	\$51.00	\$21,165.00	\$112.00	\$46,480.00	\$31.00	\$12,865.00	\$60.00	\$24,900.00	\$62.65	\$25,999.75
2.5	1" HDPE Service Line (Class A Backfill)	105	LF	\$110.00	\$11,550.00	\$582.00	\$61,110.00	\$92.00	\$9,660.00	\$50.00	\$5,250.00	\$84.00	\$8,820.00	\$45.00	\$4,725.00	\$159.00	\$16,695.00	\$140.00	\$14,700.00	\$165.00	\$17,325.00	\$102.00	\$10,710.00
2.6	1" Connection to Water Main	28	EA	\$1,000.00	\$28,000.00	\$1,282.00	\$35,896.00	\$714.00	\$19,992.00	\$500.00	\$14,000.00	\$1,000.00	\$28,000.00	\$819.00	\$22,932.00	\$1,591.00	\$44,548.00	\$760.00	\$21,280.00	\$483.00	\$13,524.00	\$999.00	\$27,972.00
2.7	8" Gate Valve	20	EA	\$3,200.00	\$64,000.00	\$2,500.00	\$50,000.00	\$2,678.00	\$53,560.00	\$2,200.00	\$44,000.00	\$3,000.00	\$60,000.00	\$3,593.00	\$71,860.00	\$3,777.00	\$75,540.00	\$2,650.00	\$53,000.00	\$3,200.00	\$64,000.00	\$2,350.00	\$47,000.00
2.8	6" Gate Valve	4	EA	\$2,600.00	\$10,400.00	\$3,900.00	\$15,600.00	\$2,460.00	\$9,840.00	\$1,800.00	\$7,200.00	\$2,000.00	\$8,000.00	\$2,791.00	\$11,164.00	\$3,060.00	\$12,240.00	\$2,000.00	\$8,000.00	\$2,238.00	\$8,952.00	\$1,770.00	\$7,080.00
2.9	10" Gate Valve	2	EA	\$3,800.00	\$7,600.00	\$4,525.00	\$9,050.00	\$4,672.00	\$9,344.00	\$3,200.00	\$6,400.00	\$4,400.00	\$8,800.00	\$4,928.00	\$9,856.00	\$5,042.00	\$10,084.00	\$4,000.00	\$8,000.00	\$4,327.00	\$8,654.00	\$3,850.00	\$7,700.00
2.1	Fire Hydrant (excluding valve and hydrant lead)	4	EA	\$6,000.00	\$24,000.00	\$5,770.00	\$23,080.00	\$7,330.00	\$29,320.00	\$5,500.00	\$22,000.00	\$9,800.00	\$39,200.00	\$9,042.00	\$36,168.00	\$7,750.00	\$31,000.00	\$5,000.00	\$20,000.00	\$4,800.00	\$19,200.00	\$8,630.00	\$34,520.00
2.11	Connect to Existing Water Main	5	EA	\$3,000.00	\$15,000.00	\$5,220.00	\$26,100.00	\$3,352.00	\$16,760.00	\$2,500.00	\$12,500.00	\$8,000.00	\$40,000.00	\$3,796.00	\$18,980.00	\$5,269.00	\$26,345.00	\$12,000.00	\$60,000.00	\$3,100.00	\$15,500.00	\$5,545.00	\$27,725.00
2.12	12" Potable Separation Sleeve (20')	2	EA	\$3,000.00	\$6,000.00	\$1,300.00	\$2,600.00	\$1,686.00	\$3,372.00	\$800.00	\$1,600.00	\$3,800.00	\$7,600.00	\$1,284.00	\$2,568.00	\$1,121.00	\$2,242.00	\$1,300.00	\$2,600.00	\$2,500.00	\$5,000.00	\$2,190.00	\$4,380.00
2.13	8" Existing Tee Removal/Section Repair	1	EA	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$2,872.00	\$2,872.00	\$1,500.00	\$1,500.00	\$6,200.00	\$6,200.00	\$3,930.00	\$3,930.00	\$4,552.00	\$4,552.00	\$1,675.00	\$1,675.00	\$3,500.00	\$3,500.00	\$9,610.00	\$9,610.00
2.14	Remove/Replace 5/8" Meter Box and Setter	28	EA	\$4,200.00	\$117,600.00	\$16,080.00	\$450,240.00	\$1,806.00	\$50,568.00	\$2,700.00	\$75,600.00	\$3,100.00	\$86,800.00	\$3,429.00	\$96,012.00	\$3,600.00	\$100,800.00	\$2,300.00	\$64,400.00	\$1,600.00	\$44,800.00	\$3,330.00	\$93,240.00
				STORM																			
3.1	Install New Catch Basin and Grate	1	EA	\$5,000.00	\$5,000.00	\$6,940.00	\$6,940.00	\$3,315.00	\$3,315.00	\$8,500.00	\$8,500.00	\$3,025.00	\$3,025.00	\$3,730.00	\$3,730.00	\$3,205.00	\$3,205.00	\$2,500.00	\$2,500.00	\$3,310.00	\$3,310.00	\$3,920.00	\$3,920.00
				SURFACING																			
4.1	1/2" Superpave HMA Pavment (4")	221	TON	\$180.00	\$39,780.00	\$172.00	\$38,012.00	\$372.00	\$82,212.00	\$340.00	\$75,140.00	\$200.00	\$44,200.00	\$252.00	\$55,692.00	\$440.00	\$97,240.00	\$300.00	\$66,300.00	\$295.50	\$65,305.50	\$236.00	\$52,156.00
4.2	Concrete Sidewalk	11	SY	\$100.00	\$1,100.00	\$235.00	\$2,585.00	\$346.00	\$3,806.00	\$90.00	\$990.00	\$315.00	\$3,465.00	\$152.00	\$1,672.00	\$428.00	\$4,708.00	\$300.00	\$3,300.00	\$375.00	\$4,125.00	\$162.00	\$1,782.00
4.3	Type A Curb	27	LF	\$75.00	\$2,025.00	\$152.00	\$4,104.00	\$120.00	\$3,240.00	\$50.00	\$1,350.00	\$145.00	\$3,915.00	\$99.00	\$2,673.00	\$169.00	\$4,563.00	\$140.00	\$3,780.00	\$155.00	\$4,185.00	\$126.00	\$3,402.00
				MISC																			
5.1	Catch Basin Inlet Protection	6	EA	\$200.00	\$1,200.00	\$538.00	\$3,228.00	\$220.00	\$1,320.00	\$500.00	\$3,000.00	\$125.00	\$750.00	\$240.00	\$1,440.00	\$82.00	\$492.00	\$100.00	\$600.00	\$110.00	\$660.00	\$133.00	\$798.00
5.2	Traffic Control	1	LS	\$25,000.00	\$25,000.00	\$9,000.00	\$9,000.00	\$12,420.00	\$12,420.00	\$45,000.00	\$45,000.00	\$62,000.00	\$62,000.00	\$21,733.00	\$21,733.00	\$31,470.00	\$31,470.00	\$16,000.00	\$16,000.00	\$38,500.00	\$38,500.00	\$25,500.00	\$25,500.00
5.3	Mobilization	1	LS	\$76,883.00	\$76,883.00	\$10,300.00	\$10,300.00	\$44,420.00	\$44,420.00	\$53,839.00	\$53,839.00	\$108,000.00	\$108,000.00	\$60,574.00	\$60,574.00	\$128,000.00	\$128,000.00	\$60,000.00	\$60,000.00	\$64,000.00	\$64,000.00	\$132,320.00	\$132,320.00
				TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL	
				\$839,713.00		\$901,345.28		\$636,106.50		\$609,543.00		\$973,700.00		\$622,223.00		\$933,195.00		\$628,261.00		\$639,039.00		\$815,926.75	

**CONSTRUCTION AGREEMENT
FOR CAMAS STREET WATER MAIN PROJECT
BETWEEN CITY OF MOSCOW, IDAHO
AND ACCELERATED CONSTRUCTION & EXCAVATING LLC**

THIS CONSTRUCTION AGREEMENT FOR CAMAS STREET WATER MAIN PROJECT BETWEEN CITY OF MOSCOW, IDAHO, AND ACCELERATED CONSTRUCTION & EXCAVATING LLC (hereinafter "Agreement"), dated this _____ day of _____, 2025, 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 Accelerated Construction & Excavating LLC, 631 Larson Road, Desmet, Idaho, 83824 (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: Camas Street Water Main, City of Moscow Project No. 113-025, Attachment "A", consisting of 147 pages;
2. Bid Proposal of CONTRACTOR, dated February 6, 2025, Attachment "B", consisting of 10 pages;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addendum No. 1, Attachment "C", consisting of 3 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:

CAMAS STREET WATER MAIN PROJECT

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall not begin prior to May 12, 2025, and shall be substantially completed by August 22, 2025. Work shall be substantially completed within Sixty (60) calendar days of commencement of the 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 terms of 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 for the Project in accordance with the Contract Documents in current funds in the amount of Six Hundred Nine Thousand, Five Hundred Forty-Three Dollars (\$609,543.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Six Hundred Nine Thousand, Five Hundred Forty-Three Dollars (\$609,543.00), 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 to 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, 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 Workers' 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 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.

Anti-Boycott of Certain Sectors. Pursuant to Idaho Code § 67-2347A, CONTRACTOR certifies that it is not engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company 1) engages in or supports the

exploration, production, utilization, transportation, sale or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear power, or agriculture or 2) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302 (2)(d).

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 skillful 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:

Accelerated Construction & Excavating LLC
Mark Willms
631 Larson Road
Desmet, ID 83824

CITY:

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

**ARTICLE 17.
NON-APPROPRIATIONS**

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

**ARTICLE 18.
APPROVAL REQUIRED AND SEVERABILITY**

This Agreement shall not become effective or binding until approved by CITY. If any part of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement will, nevertheless, remain in full force and effect so long as the remainder of this Agreement is capable of completion.

**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. This Agreement may be executed by the use of electronic signatures pursuant to Idaho Code §28-50-107. If electronic signatures are utilized, the acknowledgement before a notary is not required.

I, Mark Willms, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I am an authorized agent to bind Accelerated Construction & Excavating LLC to this Agreement. If I am signing this document utilizing a digital signature, I understand that my digital signature is valid and binding upon me to the same force and effect as a handwritten signature.

CONTRACTOR:

Accelerated Construction & Excavating LLC

CITY:

City of Moscow, Idaho

Mark Willms, Managing Member

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 _____, 2025, before me, a Notary Public in and for said State, appeared Mark Willms, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for Accelerated Construction & Excavating LLC.

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



COMMUNITY DEVELOPMENT ENGINEERING DIVISION

DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:

CAMAS STREET WATER MAIN

CITY OF MOSCOW PROJECT NO. 113-025

DRAFT

CITY OF MOSCOW, IDAHO

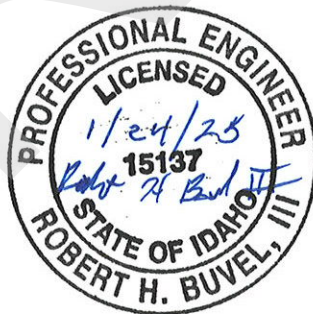
**Community Development
Engineering Division
Moscow, Idaho 83843
(208) 883-7034**

Plans, Specifications and Proposal

For

CAMAS STREET WATER MAIN

CITY OF MOSCOW PROJECT NO. 103-021



**SENIOR CIVIL ENGINEER:
BOB BUVEL, P.E.**

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INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids to be submitted to the Community Development Building (Engineering Division) at 504 South Washington Street, Moscow, Idaho 83843, and clearly marked “**Bid Enclosed – Camas Street Water Main**” until **2:00 p.m.**, prevailing local time, **Tuesday, February 11th, 2025**, for the following project:

CAMAS STREET WATER MAIN

At **2:05 p.m., on the same day**, all proposals will be publicly opened and read aloud in the Community Development Building, Main Floor Conference Room, at 504 South Washington Street, Moscow, ID 83843.

This project’s scope includes construction of approximately 1800 linear ft of 8” DR 18 C900-16 water main, 520 linear ft of 1” HDPE service line utilizing trenchless installation methods for street crossings, replacing 28 water services, as well as surface restoration of streets, sidewalk, and green strips. Construction of water main and service lines include new hydrants, associated fittings/valves, thrust restraint, and connection to existing water mains and service lines.

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

Once on the Quest site, you may download the digital plan documents for a **non-refundable fee of \$22.00**. The Quest project number is **9502048**. 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 Project Documents may also be examined at the City of Moscow Haddock Building (Engineering Division), 504 South Washington Street, Moscow, ID 83843.

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

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

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

Britany Luft

Britany Luft, Deputy City Clerk

Publish Dates: January 25, 2025 and February 1, 2025

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: _____

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

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

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

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

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for "CAMAS STREET WATER MAIN" 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

Item		Base Bid			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
1	<i>Removals</i>				
SP-1.1	Remove and Dispose of Bituminous Surface	971	SY		
SP-1.2	Remove and Dispose of Concrete Sidewalk	11	SY		
SP-1.3	Remove and Dispose of Concrete Curb	27	LF		
SP-1.4	Remove and Dispose of Existing Catch Basin	1	EA		
SP-1.5	Remove and Dispose of Existing Hydrant	3	EA		
2	<i>Water</i>				
SP-2.1	8-Inch DR 18 C900-16 Water Pipe (Class F Backfill)	1800	LF		
SP-2.2	6-Inch DR 18 C900-16 Water Pipe (Class F Backfill)	42	LF		
SP-2.3	10-Inch DR 18 C900-16 Water Pipe (Class F Backfill)	10	LF		
SP-2.4	1-Inch HDPE Service Line (Trenchless Installation)	415	LF		
SP-2.5	1-Inch HDPE Service Line (Class A Backfill)	105	LF		
SP-2.6	1-Inch Connection to Water Main	28	EA		
SP-2.6	8-Inch Gate Valve	20	EA		
SP-2.7	6-Inch Gate Valve	4	EA		
SP-2.8	10-Inch Gate Valve	2	EA		
SP-2.9	Fire Hydrant (excluding valve and hydrant lead)	4	EA		
SP-2.10	Connect to Existing Water Main	5	EA		
SP-2.11	12" Potable Separation Sleeve (20')	2	EA		
SP-2.12	8-Inch Existing Tee Removal/Section Repair	1	EA		
SP-2.13	Remove/Replace 5/8-Inch Meter Box & Setter	28	EA		
3	<i>Storm Water</i>				
SP-3.1	Install New Catch Basin and Grate	1	EA		
4	<i>Surfacing</i>				
SP-4.1	1/2" Superpave HMA Pavement (4")	221	TON		
SP-4.2	Concrete Sidewalk	11	SY		
SP-4.3	Type A Curb	27	LF		
5	<i>MISC</i>				
SP-5.1	Catch Basin Inlet Protection	6	LS		
SP-5.2	Traffic Control	1	LS		
SP-5.3	Mobilization	1	LS		
Bid Total					

Firm Name of Bidder

Signature of Bidder

Official Title

Bidders Mailing Address

Public Works License No.

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____

This ____ day of _____, 2025

(DRAFT – DO NOT SUBMIT WITH BID)

**CONSTRUCTION AGREEMENT
FOR CAMAS STREET WATER MAIN PROJECT
BETWEEN CITY OF MOSCOW, IDAHO
AND COMPANY**

THIS CONSTRUCTION AGREEMENT FOR CAMAS STREET WATER MAIN PROJECT BETWEEN CITY OF MOSCOW, IDAHO, AND COMPANY (hereinafter “Agreement”), dated this ____ day of _____, 2025, 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"):

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 six (6), and the following:

1. Drawings, Specifications and Proposal, Attachment ‘A’ for: Project Name, consisting of number of pages;
2. Bid Proposal of CONTRACTOR, dated date, 2021, see Attachment ‘B’, consisting of number of pages;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addenda, if applicable, Attachment ‘C’, consisting of number of pages; and
5. Change Orders, which may be delivered or issued after the effective date of this Agreement.

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

ARTICLE 2. WORK

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

"CAMAS STREET WATER MAIN PROJECT"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

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

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof are permitted in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for Substantial Completion until the Project is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Project within the Time of Completion or by any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for completion, until the Project is completed and ready for final payment.

ARTICLE 4. CONTRACT SUM

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

ARTICLE 5. INDEPENDENT CONTRACTOR

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

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

ARTICLE 6. SCOPE OF SERVICES

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

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8. CONFLICT OF INTEREST

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

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

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

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

ARTICLE 11.
EMPLOYMENT DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

ARTICLE 12.
LEGAL FEES

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

ARTICLE 13.
JURISDICTION, VENUE AND NONWAIVER

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District

Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**ARTICLE 14.
SPECIAL WARRANTY**

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

**ARTICLE 15.
COMMUNICATIONS**

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

CONTRACTOR:

Company Name
Authorized Agent
Street Address
City, State Zip

CITY:

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

**ARTICLE 16.
NON-APPROPRIATIONS**

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

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

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

**ARTICLE 18.
EXECUTION**

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

I **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 _____, 2025, 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 \$22.00. Additional information relative to same may be obtained from the office of the City Engineer.

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

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

IB-4. PREPARATION AND DELIVERY OF PROPOSAL

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

- D. The CITY reserves the right to reject any or all bids, any or all schedules or to accept the bid or schedule deemed to be in the best interest of the CITY.

IB-5. PROPOSAL GUARANTY

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

IB-6. RETURN OF PROPOSAL GUARANTY

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

IB-7. QUALIFICATIONS OF BIDDER

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

IB-8. AWARD OF CONTRACT

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

IB-9. FAILURE TO EXECUTE CONTRACT

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

IB-10. NONDISCRIMINATION IN EMPLOYMENT

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. The Contractor will take action, if necessary, to ensure that applicants are employed, and treated during such employment, without regard to their race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

IB-11. WAGE RATES

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

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

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

IB-13. PERFORMANCE PERIOD

- A. This work shall not begin prior to May 12th, 2025 and shall be substantially completed by August 22nd, 2025. Work shall be substantially completed within 60 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 owner elects to use plus the base bid. If the owner elects to use an alternate(s), the amount of the contract will be the amount of the base bid modified in accordance with the amount of the alternate(s). An alternate may be additive to the scope of work described by the base bid items or may be substituted for the base bid item. Unit prices for alternate items will receive the same consideration for award as unit prices for base bid items.

IB-16. SUBCONTRACTORS TO BE LISTED ON BID

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

and material suppliers proposed for the principal parts of the work, and for such others as the Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Engineer or CITY may within a reasonable time object to as incompetent or undesirable.

GENERAL CONDITIONS

GC-1. COMPLIANCE

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

GC-2. DEFINITIONS

Architect	The Project Architect, if such is designated by the Contract Documents.
Attorney	The City Attorney of Moscow, Idaho.
City	The City of Moscow, Latah County, Idaho ("CITY"), a municipal corporation existing under and by virtue of the laws of the State of Idaho. Action herein designated as taken by the CITY is to be considered the acts of the Council acting through the Mayor and Clerk.
City Engineer	The City Engineer of Moscow, Idaho, resident engineers and inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned.
City Parks & Facilities Manager	The City Parks & Facilities Manager of Moscow, Idaho, and/or inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned.

Clerk	The duly appointed City Clerk of the City of Moscow, Idaho.
Contract Documents	These generally consist of the plans, specifications, agreement, performance bond, payment bond and proof of various types of insurance, including all modifications thereof incorporated in the documents before their execution. These are identified in the Contract.
Contractor	The person, persons, firm, partnership, corporation or other entity contracting to do the work under these specifications. The term also includes the Contractor's agents or employees.
Council	The duly elected Council of the City of Moscow, Idaho.
Engineer	The Project Engineer, if such is designated by the Contract Documents.
Subcontractor	The person, persons, firm, corporation or other entity performing work under contract with the "Contractor" but subject, in such performance, to all the requirements of the 'Contract Documents' insofar as they are pertinent.
Bid/Proposal	The written document which is required to be signed by the bidder and which contains the formal statement of price or prices to be paid by the City for the performance required.

GC-3. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS

- A. The plans for this improvement and the specifications accompanying them shall be considered as a whole, and anything shown or called for in one (1) and omitted in the other is as binding as if called for or shown by both. Figure dimensions shall be in all cases used in preference to scale dimensions. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words so applied having a well-known technical or trade meaning shall be held to refer to such recognized standards.
- B. The Engineer shall furnish to the Contractor the necessary plans and specifications required for the execution of the work at no additional cost. The Engineer shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work.
- C. The Contractor shall submit with such promptness as to cause no delay in his/her own work or in that of any other Contractor, copies of all shop drawings and

schedules required for the work of various trades as required by the Engineer, and the Engineer shall pass upon them with reasonable promptness, making desired corrections relating to effects on design. The Contractor shall make any corrections required by the Engineer, file with him/her such corrected copies as the Engineer shall direct, and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from drawings or specifications, unless he/she has in writing called the Engineer's attention to such deviation at the time of submission, nor shall it relieve him/her from responsibility for errors of any sort in shop drawings or schedules.

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

GC-4. ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS

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

GC-5. INVESTIGATION BY BIDDERS

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

GC-6. NON-DISCRIMINATION

- A. The Contractor will not discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

GC-7. INTERPRETATION OF THE SPECIFICATIONS

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

of the amount of work to be performed or attempt to hold CITY or any person responsible for any error or omission that may have been made by the bidder.

GC-8. CONTRACTS

A. Contract Form

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

B. Execution of Agreement

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

C. Subcontracts

1. The Contractor agrees that he/she is as fully responsible to CITY for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her, and that the Contractor shall hold CITY harmless for any activities of such subcontractors and shall indemnify and defend CITY from damages and claims of whatever nature relating or resulting to the activities of such subcontractors.
2. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor to the terms of the construction contract, the information to bidders, the general conditions, the plans, and the specifications as far as applicable to his/her work, including the following provisions of this article. Nothing in this section shall create any obligation on the part of CITY to pay to or to see to the payment of any sums to any subcontractor.
 - a. The Contractor shall bind every subcontractor to the following:
 - (1) To be bound to the Contractor by the terms of the Contract Documents, and to assume toward him/her all the obligations and responsibilities that he/she, by those documents, assumes toward the CITY. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and CITY.
 - (2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment.

The Engineer shall, on request, furnish to any subcontractor, wherever practical, evidence of the amounts certified on his/her account.

- (3) To make all claims for extras, for extension of time and for damages for delays or otherwise, to the Contractor in the manner provided in the general conditions for like claims by the Contractor upon the CITY, except that the time for making claims for extra cost is one (1) week from the date such claim arises.

b. The Contractor agrees:

- (1) To be bound to the subcontractor by all the obligations that CITY assumes to the Contractor under the Contract Documents.
- (2) To pay the subcontractor for conforming work, upon the payment of certificates, if issued under the terms of payments for the work, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.
- (3) To pay the subcontractor for conforming work, upon the payment of certificates, if issued otherwise than as in (2) so that at all times his/her total payments shall be as large in proportion to the value of the work done by him/her as the total amount certified to the Contractor is to the value of the work done by him/her.
- (4) To pay the subcontractor for conforming work to such extent as may be provided by the Contract Documents or the subcontract if either of these provides for earlier or larger payments than the above.
- (5) To pay the subcontractor for conforming work on demand on his/her work or materials as far as executed and fixed in place, less retained percentage, at the time the certificate should be issued, even though the Engineer fails to issue it for any cause not the fault of the subcontractor.
- (6) To make no demands for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
- (7) That no claim for services rendered or material furnished by the Contractor to the subcontractor shall be valid unless written notice

thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

- (8) To give the subcontractor an opportunity to be present and to submit evidence in any hearing involving his/her rights.
- (9) To pay each subcontractor for satisfactory performance of its contract no later than twenty (20) calendar days from receipt of each payment the Contractor receives from CITY. The Contractor shall return retainage to each Subcontractor within twenty (20) calendar days after the Subcontractor's work is satisfactorily completed.
- (10) To certify with each estimate payment to subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by CITY, and returned within twenty (20) calendar days of receiving the estimate payment.

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

1. Fails to begin work within a reasonable time after the effective date of "Notice to Proceed," or
2. Fails to supply sufficient skilled workmen or suitable materials or equipment to complete the work within the time limits specified; or
3. Performs the work unsuitably or neglects or refuses to remove materials or to re-perform such work which is not in accordance with the plans and specifications; or
4. Discontinues the prosecution of the work for more than ten (10) days; or
5. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
6. Fails to make prompt payments to subcontractors or for labor, materials, or equipment; or
7. Disregards laws, ordinances, or the instruction of the Engineer; or
8. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
9. Makes an assignment for the benefit of creditors; or
10. Is guilty of a substantial violation of any provisions of the Agreement; in any such event(s), CITY, upon recommendation of the Engineer that

sufficient cause exists to justify such action may, without prejudice to any other right or remedy, give notice to the Contractor and his/her surety of such delay, neglect, or default. If the Contractor or his/her surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then CITY shall have full power and authority, without violating the Agreement, to take the prosecution of the work from the Contractor. CITY may appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as may be required for the completion of the contract in an acceptable manner.

11. Costs and charges incurred by CITY, together with the cost of completing the work under the agreement, will be deducted from any moneys due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Agreement, then the Contractor and its surety shall be liable and shall pay to CITY the amount of such excess.

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

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

F. Assignment:

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

GC-9. QUANTITIES FURNISHED BIDDERS

- A. Unit Price Contract. The estimates of quantities are only approximate and are for the purpose of comparing bids. CITY reserves the right to increase or decrease

individual items in such amount as may be in CITY'S sole judgment, to CITY'S best interests depending upon conditions encountered or observed during the Project. It shall be CONTRACTOR'S responsibility to satisfy itself as to the accuracy of the estimates. The Contractor will be paid for the actual quantities of work finally installed or performed at the applicable unit prices stated in his/her proposal.

1. The unit price of an item of Unit Price Contract shall be subject to reevaluation and adjustment under the following conditions:
 - i. If the total cost of a particular item of Unit Price Contract amounts to fifteen percent (15%) or more of the total Contract Price at the time of award and the variation in the quantity of that particular item of Unit Price Contract performed by CONTRACTOR differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Bid Form; and
 - ii. If there is no corresponding adjustment with respect to any other item of Work; and
 - iii. If CONTRACTOR thinks that CONTRACTOR has incurred additional expense as a result thereof; or if the CITY thinks that the quantity variation entitles the CITY to an adjustment in the unit price, either the CITY or CONTRACTOR may demand a Change in Contract Price. Such Change in Contract Price shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in Contract Time necessary for completion, CONTRACTOR may request an extension of Contract Time for the Delay in completion resulting from performing the quantity in excess of one hundred twenty-five percent (125%) of the estimated quantity. If the parties are unable to agree on the effect of any such variation in the quantity of unit price work, either the CITY or CONTRACTOR may make a claim for an adjustment in the Contract Price and/or Contract Time in accordance with the General Conditions.
Items identified as contingency items will be paid at the unit price regardless of variation in quantity of that particular item of Unit Price Work performed by CONTRACTOR.

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

GC-10. MAJOR CHANGES

- A. If unforeseen conditions require a substantial change in the dimensions of a structure, location of underground utilities, or major variation of a similar nature from the original plans, such change shall be covered by a change order. The change order is to set forth in complete detail the nature of the change and reasons therefore, including compensation to be paid and time allotted the Contractor. The change order shall also detail whether the change constitutes an addition or reduction with respect to the original contract costs. Should additional or supplemental drawings be required, they will be furnished by the Engineer providing the Engineer determines the change is warranted.
- B. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.
- C. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions differing materially and cause an increase or decrease in the cost or time required for the performance of any work under the contract, and adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.
- D. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

GC-11. EXTRA WORK

- A. CITY shall have the right to issue written change orders to Contractor within the general scope of the work without the consent of the Contractor and without notice to any surety of the Contractor. If for any reason extra work is ordered by CITY and the compensation for such extra work cannot be agreed upon in advance, such work will be paid for at the actual cost of the labor, materials, and field supervision required, with the addition of not to exceed a total of fifteen percent (15%) to cover general overhead and profit (including subcontractor's general overhead and profit), use of small tools, payment of insurance and medical aid, taxes, and all other costs in connection therewith. If a fixed sum or unit prices can be agreed upon for any extra work that may be ordered, such sum and prices, together with a description of the work, shall be made a part of the written order. Such orders will be prepared by the Engineer in triplicate, with one (1) copy to CITY, one (1) to the Contractor and one (1) retained by the Engineer.

- B. If during the progress of the work, the Contractor believes he/she is entitled to extra compensation for performing certain phases or items, any and all such claims must be promptly presented to CITY and the Engineer. Unless such claim is presented in writing within fifteen (15) days after it occurs, CITY may, at its discretion, reject the claim. CITY shall specifically reject claims of this nature that have been withheld by the Contractor for more than thirty (30) days.

GC-12. MONTHLY PAYMENTS

- A. The Contractor shall file a monthly request for payment with the Engineer on the 20th day of each month for all work completed to the 20th day of the month. If monthly requests for payment are not received as stated, the CITY shall have the right to withhold payment for that month. The Engineer shall review Contractor's monthly requests for payment on the first day of the month for all work completed to the 20th day of the preceding month, and shall certify such requests for payment. Progress payments will be made by the CITY for all work completed to the 20th day of the preceding month and duly certified by the Engineer, on or before the 10th day of each month in cash or interim warrants. These payments will be equal to ninety-five percent (95%) of the total amounts of the certified requests for payment. The CITY shall retain five (5) percent of the total amount owing the Contractor after the contract has been completed and accepted by the CITY for a minimum period of thirty (30) days. Should any liens or claims be filed during the retention period, the retained percentage will be held until a satisfactory agreement is reached between the CITY, the Contractor, and the Contractor's surety. Before final payment will be made by the CITY, Contractor agrees that it shall furnish the CITY with satisfactory evidence that all persons, including subcontractors, that have performed work or furnished materials pursuant to this Agreement and are entitled to a lien for their work or materials under the laws of the State of Idaho have been fully paid or are no longer entitled to such lien, and the Contractor shall file with the Clerk a notarized affidavit to that effect. Final payment will not be made until CITY has received a tax release from the Idaho State Tax Commission per GC-38.
- B. Progress payments for materials shall be considered eligible only if the materials are jobsite, and accurate, clearly detailed invoices from the material supplier are furnished. The ownership of these materials shall, upon payment from CITY to the Contractor, be vested in CITY, and such materials may not be removed from the jobsite without written authorization of the Engineer.
- C. The City may, but is not obligated to, withhold any payments to the Contractor, in addition to retained percentage, in such an amount or amounts as may be necessary to cover:
1. Payments that may be earned or due for just claims or labor or materials furnished in and about the work;
 2. Defective and/or condemned and/or non-conforming work or materials not remedied;
 3. Failure of the Contractor to make proper payments to a subcontractor;

4. Reasonable doubt that this contract can be completed for the balance then unpaid;
 5. Damages to another Contractor where there is evidence thereof;
 6. Payments that cover all taxes, excises and license fees due the State and its taxing entities whether or not these moneys are yet due and payable.
- D. CITY shall have the right, but not the obligation, to disperse and shall have the right to act as agent for the Contractor for the limited purpose of dispersing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. In the event CITY elects to disperse such funds, CITY shall render to the Contractor a proper accounting of all such funds dispersed on behalf of the Contractor. Nothing herein shall create in such party or parties entitled to payment a cause of action against CITY for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall accrue on behalf of the Contractor as a result of CITY's exercise of such right to disperse.

GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES

- A. The date of completion for this Agreement shall be defined by the Instruction to Bidders included in the Contract Documents. Contractor agrees that time is of the essence in the performance of this Agreement, and that failure to complete this Agreement by such date will result in financial injury to CITY. Contractor further agrees that failure to complete this Agreement by such date shall subject Contractor to payment of liquidated damages to CITY. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding of the actual loss suffered by CITY occasioned by failure to complete the work on time. Accordingly, instead of requiring such proof, CITY and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to CITY the sum of one-half of one percent (0.005) of the Agreement amount, including change orders, will be deducted by CITY for each and every calendar day that the date of final completion is delayed. Should such deductions exceed the outstanding amount of the Agreement, the Contractor and its surety shall be liable for the excess.
- B. The Contractor herewith specifically waives claims for damages for any hindrance or delay. Contractor shall be granted extensions of time for which liquidated damages will not be claimed by CITY for the following reasons:
1. A delay caused the Contractor by any suit or other legal action against CITY (except a legal action instituted by the Contractor) regarding this Project shall entitle the Contractor to an equivalent extension of time unless the period of such delay exceeds ninety (90) days. When such period is exceeded, CITY will, upon request by the Contractor in writing, either negotiate a termination of the Agreement or grant a further extension of time, whichever shall be agreed.

2. Time lost by inclement weather, causing suspension of work, will entitle the Contractor to an extension equivalent to the total time so lost, whether it be a single continuous period or the accumulated total of several periods. Inclement weather is defined as that which, in the opinion of the Engineer, would seriously affect the progress of the work or the quality of the work.
 3. Should unforeseen conditions require the performance under a change order, or work more complex or difficult than that originally specified and shown on the plans, and such work, in the Contractor's opinion, requires more time to execute than the proportional increase in dollar value, the Contractor shall state to CITY and Engineer, in writing prior to the performance of such work, his/her estimate of the added time required for such work. CITY may, if such estimate be reasonable, allow an added extension proportionate to the increase in the dollar value of the work.
- C. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- D. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the agreement has increased as a result of such suspension and the suspension was caused by condition beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- E. No Agreement adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- F. No Agreement adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this Agreement.

GC-14. ABANDONMENT OF WORK

- A. If the Contractor abandons the work for a period of twenty-one (21) days for any cause other than failure of CITY to make monthly payments, or refuses to comply with the provisions of the plans and specifications, CITY shall have the right to notify the Contractor's surety and require said surety to complete the work in accordance with the aforesaid plans and specifications. In the event no liens or claims have been filed and CITY fails to make progress payments, the Contractor may then, at his/her option, cease operations until payments are resumed by

notifying CITY of his/her intention to cease operations for this cause. Should the Contractor abandon the work, fail or refuse to complete the work embraced in this contract, or fail to pay just claims for labor and materials, CITY reserves the right to charge against the Contractor, and Contractor agrees to pay, all legal, engineering, or other costs caused by such abandonment, failure or refusal. The Contractor agrees that such legal costs shall also include CITY's costs of defending any suits in connection with such abandonment, failure or refusal and nonpayment of claims wherein CITY is made a co-defendant.

GC-15. AUTHORITY OF ENGINEER

- A. The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; questions which may arise as to the interpretation of the plans and specifications; and questions as to the satisfactory and acceptable fulfillment of the terms of the Agreement.
- B. The Engineer, including his/her employees and agents, shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. Inspections by the Engineer shall be promptly made. If any work should be covered up without approval or consent of the Engineer, it shall be uncovered, if required by the Engineer, for examination. The costs associated with the uncovering of such non-approved work shall be the responsibility of Contractor and shall not be charged to CITY.
- C. Reexamination of questioned work may be ordered by the Engineer and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the plans and specifications, CITY shall pay the cost of the reexamination and replacement. If such work is found not in accordance with the plans and specifications, the Contractor shall pay such costs.
- D. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or Agreement time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- E. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or sub-contractors at any approved tier, and not caused by weather, the Engineer will make an adjustment and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- F. In making the Agreement adjustment a markup for profit will only be allowed on changed or extra work caused by the delay or suspension. No profit will be allowed on any other delay or suspension costs including, but not limited to, standby costs

or extended indirect costs. Payment for changed and extra work will be made in accordance with section GC-11

- G. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the prescribed time.

GC-16. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall execute a separate performance bond and payment bond, each in penal amounts at least equal to one hundred percent (100%) of the of the full Agreement price, such bonds to be executed by a corporate bonding company (surety) licensed to do business in the State of Idaho and which is acceptable to CITY. Such corporate bonding company (surety) shall be required to be named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The premiums of such bonds shall be paid by Contractor. The performance bond shall be conditioned upon the Contractor's faithful performance of all the covenants and agreements on the part of the Contractor to be kept and performed at the times and in the manner set forth in the Agreement, including the repair or replacement where required, or the cost of repair or replacement, of all work performed under the terms of this Agreement. The payment bond shall be conditioned upon the payment to all persons, including subcontractors, who have, and fulfill, contracts for performing labor and furnishing materials in the prosecution of the work provided for in such Agreement, provided that every such payment bond shall be construed, regardless of its language, as incorporating within its provisions the obligation to pay those persons who furnish labor or materials as stated in the Contract Documents.
- B. Such bonds shall remain in full force and effect during the term of this Agreement and during the terms of any warranty required by the specifications and shall be held in the custody of CITY. The current power of attorney for the persons who sign for the surety company shall be attached to the bond. The power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature shall not be acceptable to CITY.
- C. If, at any time, a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Idaho or is removed from the list of surety companies accepted on Federal bonds, the Contractor shall, within ten (10) days after notice from CITY to do so, substitute an acceptable bond (or bonds) in such form and sum signed by such other surety or sureties as may be satisfactory to CITY. The expense of such replacement bonds shall be borne by the Contractor. No further payments by CITY pursuant to this Agreement shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to CITY.

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

- A. The Contractor shall not commence work until he/she has obtained all insurance required under this section or until he/she has satisfied CITY in this respect; nor shall he/she allow any subcontractor to commence work until such subcontractor has also obtained such required insurance applicable to such subcontractor's work. The Contractor shall maintain such required insurance coverage throughout the term of this Agreement as will hold CITY harmless and shall indemnify CITY for

any losses arising out of the Contractor's operations, including any contingent liability arising there from. The cost of such insurance shall be borne by the Contractor. The Contractor shall furnish copies of all insurance policies and/or certificates of insurance to CITY at the time of execution of this Agreement. Each policy shall include a provision to the effect that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to CITY and the Engineer not less than fifteen (15) days prior to such action. Contractor shall further cause CITY to be named as an additional insured on all applicable insurance policies.

- B. The Contractor shall take out and maintain during the term of this Agreement, statutory worker's compensation insurance for all employees who will work on this Project, and if any work is subcontracted, the Contractor shall require the subcontractor similarly to provide such insurance for all of the latter's employees unless they are included under the protection afforded by the Contractor.
- C. The Contractor shall take out and maintain during the term of this Agreement comprehensive public and general liability insurance. The comprehensive public and general liability insurance shall have, at a minimum, a coverage limit of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. Policies containing deductible clauses will not be acceptable.
- D. The Contractor shall take out and maintain, during the term of this Agreement, builders' risk insurance which shall be written in completed value form, shall protect the Contractor and CITY against 'all-risks' of direct physical loss to buildings, structures, equipment and materials to be used in providing, performing or completing the project. This insurance shall be written with limits not less than the insurable value of the project at completion. This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the project is completed, but prior to final payment.
- E. Contractor's Responsibility for Materials. The Contractor shall be responsible for all materials and work performed until final acceptance by CITY.
- F. Contractor shall require all subcontractors to maintain the above referenced insurance requirements and shall verify that such requirements have been met by requiring all subcontractors to provide certification therefore.

GC-18. PATENT ROYALTIES AND PROCESS FEES

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

GC-19. CONTRACTOR RESPONSIBLE FOR WORK

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

1. Tests and Inspections

- a. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- b. Contractor shall employ an independent testing laboratory or testing agency and shall be responsible for arranging and shall pay for all specified tests, inspections, and approvals (including tests, inspections, and approvals to be paid for on a cash allowance basis) required for CITY's and Engineer's acceptance of the Work at the site except: costs incurred in connection with tests or inspections as otherwise specifically provided in the Contract Documents.
- c. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- d. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to City and Engineer.
- e. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.
- f. Uncovering Work as provided in paragraph e. above shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

GC-20. USE OF COMPLETED PORTION

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

GC-21. SIGNATURES

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

GC-22. ORDERS TO BEGIN WORK

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

GC-23. ORDER OF WORK

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

GC-24. EFFICIENCY OF OPERATION/LICENSING

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

GC-25. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall exercise particular care in protecting surrounding buildings, structures, trees, and property from injury during the demolition and construction operation, and shall be responsible for their protection and shall repair or compensate the CITY thereof for any damage which may result from such

demolition and construction operations. The expense of such compensation or repair shall be borne by Contractor, and shall not be the responsibility of CITY.

- B. The Contractor shall exercise particular care in protecting trees, located on private or public property, from injury during the demolition and construction operations. If the Contractor's duties under this Agreement shall cause any damage, mutilation, or destruction whatsoever, of any tree, due to Contractor's need to remove, top, excavate, fill, or compact the roots of such tree, or by the placement or storage of any materials which are hazardous to trees, near such tree, the Contractor shall:
 - 1. Inform the City Engineer in writing of such need; and
 - 2. Plot the location of such tree on the site plan which is the subject of this Agreement; and
 - 3. Comply with all permit requirements as set forth in the Community Forest Ordinance, Moscow City Code §5-8-1 *et seq.*
- C. Any utilities damaged by the Contractor shall be repaired by the Contractor and the Contractor shall be responsible to maintain temporary service until such damage is repaired. The expense of such repair and/or temporary service shall be borne by Contractor, and shall not be the responsibility of CITY.
- D. The Contractor shall provide and maintain temporary sidewalks, warning lights, barricades and other preventive means to safeguard pedestrian and vehicular traffic around the construction, as deemed necessary by CITY.
- E. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his/her residence or place of business unless the Contractor has made a special arrangement with the affected persons.
- F. Construction operations and parking of vehicles shall be confined to areas designated by CITY. Contractor shall consult the proper traffic regulatory authorities regarding the routing of trucks and other vehicles, and shall follow the direction of such authorities.
- G. Any structures, tanks, mechanisms or equipment damaged by the Contractor shall be repaired at the Contractors expense. Any fines or penalties incurred by CITY as a result of any damages to the facilities shall be paid or mitigated by the Contractor.

GC-26. RESPONSIBILITY FOR SAFETY

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

GC-27. GUARDS AND BARRICADES

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

GC-28. EXISTING TRAFFIC SIGNS AND FACILITIES

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

GC-29. MAINTAINING POSTAL SERVICE

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

GC-30. EMERGENCY WORK

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

GC-31. SUPERVISION OF WORK

- A. During the progress of the work, the Contractor shall employ a competent superintendent and any necessary assistants at the job site. The superintendent shall not be changed except with the approval of the Engineer (or upon the order of the Engineer should the superintendent be or become unsatisfactory to the Engineer)

unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The superintendent shall represent the Contractor in the Contractor's absence and all directions given to him/her shall be as binding as if given to the Contractor. Important directions shall be so confirmed on written request in each case.

- B. The Contractor shall give efficient supervision to the work, using his/her best skill and attention. He/she shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Engineer any error, inconsistency or omission which he/she may discover, but he/she shall not be held responsible for their existence of discovery.

GC-32. CORRECTION AND COMPLETION OF WORK

A. Correction of Work before Final Payment:

1. The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Agreement, whether incorporated in the work or not, and shall re-execute any work condemned by the Engineer as failing to conform to the Agreement, and the Contractor shall promptly replace such non-conforming materials and re-execute such non-conforming work in accordance with the Agreement, such costs of replacement and re-execution to be borne by Contractor at no additional expense to CITY.
2. If the Contractor does not re-execute such non-conforming work and/or remove and replace such non-conforming materials within a reasonable time, fixed by written notice of the Engineer, then and in that event CITY may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days' time thereafter, CITY may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account to Contractor for the net proceeds thereof, after deducting all the costs and expenses of such removal, storage, sale and repair. Nothing contained herein shall relieve the Contractor from his/her responsibility to perform the work in accordance with the Contract Documents, nor to reduce the liability of the Contractor to replace such non-conforming materials or re-execute such non-conforming work.

B. Correction of Work after Final Payment:

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

C. Deductions for Uncorrected Work:

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

GC-33. SUBSTITUTES CLAUSE

- A. In order to establish a basis or quality, certain processes, types of machinery and equipment, kinds of material, may be specified on the plans or herein, by designating a manufacturer by name and referring to his/her brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials or a type and quality equal to those designated.
- B. The materials, products and equipment described in the bidding documents establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution.
- C. Approval of alternate and equal specified equipment and material will be only by addenda issued by the Engineer at least five (5) days prior to bid opening. Requests for approval of alternate equipment and materials manufacturers must come from the manufacturer or bidder at least ten (10) days prior to bid opening. All such requests must be accompanied by drawings and specifications in sufficient detail to allow the Engineer to determine whether or not the equipment and materials proposed is equal to that specified. The determination as to whether or not the proposed substitute equals that specified, shall rest solely with the City, based upon the opinion of the Engineer. The burden of proof of the merit of the proposed substitute shall be upon the proposer.
- D. No extra compensation will be allowed the Contractor for any changes required to adopt the substitute equipment; therefore, the Contractor's proposal, including the approved alternate, shall include all costs for any modifications to the plans such as structural and foundation changes, additional piping or changes in piping, electrical changes, or any other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment.

GC-34. DETAILED BREAKDOWN OF CONTRACT PRICE

- A. The Contractor shall, within ten (10) days after receipt of 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 his/her operations are adjacent to or near a railway, telephone, television, power, oil, gas, water, sewer, irrigation, or other private or municipal systems, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.
- D. The Contractor shall notify all utility offices which are affected by the construction operation at least forty-eight (48) hours in advance of such construction. Under no circumstances shall the Contractor expose any utility without first requesting permission from and being granted to do so from the affected agency. Once permission has been granted, Contractor shall locate, if necessary, and expose all existing underground utilities in advance of any trenching operation. Hand digging shall be required within twenty-four (24) inches of a marked utility.
- E. The Contractor shall protect all other poles from damage. If interfering power poles, telephone poles, guy wires, or anchors are encountered, Contractor shall notify the Engineer and the affected utility company at least forty eight (48) hours in advance of construction operations to permit the necessary arrangements to be made with the affected utility company for protection or relocation of the interfering structure.
- F. The Contractor shall be solely and directly responsible to the CITY and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims, of any character brought because of any injuries or damage which may result from the carrying out of the work to be done under the Agreement. Contractor shall hold harmless, indemnify and defend CITY from any such claims.
- G. In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. After such notification, the Contractor shall cooperate with said authority in restoration of service as promptly as possible and the Contractor shall bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist beyond working hours unless prior approval is received from the Engineer.
- H. In the event the Contractor encounters utility lines that interfere with trenching, the Contractor may, by obtaining prior written approval of the appropriate utility company, cut the service, dig through and restore the service with similar and equal materials at the Contractor's expense.

GC-36. STREET CLEANUP DURING CONSTRUCTION

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

GC-37. CLEANUP

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

GC-38. PROOF OF TAX PAYMENT

- A. The Contractor shall, within ten (10) days after receipt of the Notice of Award, furnish the Idaho State Tax Commission with a completed State of Idaho Form WH-5, PUBLIC WORKS CONTRACT REPORT (http://tax.idaho.gov/forms/EFO00168_04-28-2011.pdf). Copies of the form may be obtained from CITY, or from the Idaho State Tax Commission.
- B. The Contractor shall furnish evidence that he/she has paid all state and local taxes which have become due and payable and that he/she has secured payment of state and local taxes which have accrued, but which are not due. CITY shall not make final payment to Contractor until a tax release (https://tax.idaho.gov/forms/EFO00234_05-27-2020.pdf) from the Idaho State Tax Commission has been received by CITY.

GC-39. HOLD HARMLESS REQUIREMENT

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

GC-40. JURISDICTION AND DISPUTE RESOLUTION

- A. Either CITY, or Contractor, may request mediation of any Claim submitted to Engineer for a decision before such decision becomes final and binding. A mediator with a background in construction litigation shall be selected by mutual agreement. In the event the parties cannot mutually agree upon a mediator, the Trial Court Administrator for the Second Judicial District shall submit a list of three (3) mediators to the parties. Each party will be allowed to strike one (1) of the listed mediators, Contractor proceeding first and CITY second. The remaining person shall then be the mediator. Costs of the mediation shall be borne equally by the parties.

- B. CITY and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request.
- C. If the Claim is not resolved by mediation, Engineer's action or denial shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, CITY or Contractor:
 - 1. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 2. gives written notice to the other party of the intent to file an action in the Second Judicial District of the State of Idaho which court, the parties agree, is the court with jurisdiction to hear the dispute. The action must then be filed not later than sixty (60) days after substantial completion of the Project.

GC-41. PERMITS AND LICENSES

- A. The Contractor shall obtain and pay for all permits and licenses, including but not limited to the following:
- B. Those required by the Moscow City Code, such as:

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

GC-42. ENVIRONMENTAL MATTERS

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

GC-43. NO THIRD PARTY BENEFICIARIES

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

GC-44. COMPLIANCE WITH GRANT CONDITIONS

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

ENGINEERING SPECIFICATIONS

ES-1. SCOPE OF WORK

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

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

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

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

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

2.1 Traffic Control

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

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

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

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

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

2.2 Right of Way Use Permits

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

2.3 Payment: Traffic Control

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

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

ES-3. MATERIALS

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

ES-4. REMOVALS AND DISPOSALS

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

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

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

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

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

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

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

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

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

ES-5. EARTHWORK

5.1 Excavation

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

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

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

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

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

5.2 Structural Fill

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

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

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

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

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

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

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

5.3 Payment

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

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

ES-6. SUBGRADE SEPARATION GEOTEXTILES

6.1 Materials

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

6.2 Construction Requirements

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

6.3 Payment

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

ES-7. CRUSHED ROCK BASE

7.1 Description

This work shall consist of furnishing and placing one or more courses of aggregate on a prepared surface in accordance with these Specifications and in 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
3/4 inch	90 – 100
No. 4	40 – 65
No. 8	30 – 50
No. 200	3 – 9

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

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

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

No. 30	10 – 30
No. 200	2 – 9

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

7.3 Test Methods

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

Field determination of density of soil in-place and percent compaction.

Idaho T-74

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

Idaho T-74

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

AASHTO T-99

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

WAQTC TM7

7.4 Placing

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

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

7.5 Mixing

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

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

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

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

7.6 Shaping and Compaction

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

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

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

7.7 Payment

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

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

ES-8. SOFT SPOT REPAIR

8.1 Materials

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

8.2 Construction Requirements

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

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

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

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

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

8.3 Payment

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

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

ES-9. WATERING

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

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

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

ES-10. WEIGHING

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

ES-11. CONCRETE

11.1 General

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

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

11.2 Portland Cement

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

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

11.3 Aggregates

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

Fine aggregate for concrete shall conform to the following gradation:

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

Sand equivalent shall be a minimum of 70.

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

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

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

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

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

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

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

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

11.4 Water

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

11.5 Curing Compound

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

11.6 Air Entraining Admixture

Air entraining admixture shall conform to AASHTO M-154.

ES-12. CONCRETE CONSTRUCTION REQUIREMENTS

12.1 Mixing and Delivery

- A. Concrete shall be mixed and delivered by means of any of the following:
 - 1. Mixed complete in a stationary mixer and the mixed concrete transported to the point of delivery in agitating equipment or in non-agitating equipment when approved. (Known as central-mixed concrete.)
 - 2. Mixed completely in a truck mixer at the batching plant or while in transit. (Known as transit mixed concrete.)
 - 3. Mixed completely in a truck mixer at the point of delivery following the addition of mixing water. (Known as truck mixed concrete.)
 - 4. Mix partially in a stationary mixer and the mixing completed in a truck mixer. (Known as shrink-mixed concrete.)
- B. Truck mixers and truck agitators shall be operated within the rated capacity and at a speed of rotation for mixing or agitating as designated by the manufacturer of the equipment.
- C. When a stationary mixer is used for the complete mixing of the concrete, the mixing time for mixers having a capacity of 10 cubic yards or less shall be 60 seconds minimum. For 10 or more yards capacity, the mixing time shall be approved. Mixing time shall be measured from the time all cement and aggregates are in the drum. The batch shall be so charged into the mixer that some water will enter in advance of cement and aggregates and all water shall be in the drum by the end of the first one-fourth (1/4) of the specified mixing time.
- D. For shrink-mixed concrete, the mixing time in the stationary mixer may be reduced to a minimum of 30 seconds. Mixing shall be completed in a truck mixer by not less than 50

or more than 100 revolutions of the drum or blades at mixing speed. The batch volume shall not exceed 70 percent of the gross volume of the drum.

- E. When a truck mixer is used for complete mixing each batch of concrete shall be mixed for not less than 70 nor more than 100 revolutions of the drum or blades at mixing speed. Additional mixing, if any, shall be at agitating speed.
- F. When a truck mixer or agitator is used for transporting concrete that has been completely mixed in a stationary mixer, mixing during transport shall be at the agitating speed.
- G. Unless otherwise approved, when a truck mixer or agitator is used for transporting concrete, the concrete shall be delivered to the site of the work and discharged completely within 1-1/2 hours or before the drum has been revolved 300 revolutions, whichever comes first, after the introduction of the cement to the aggregates. In hot weather or under conditions contributing to quick stiffening of the concrete, a time less than 1-1/2 hours may be directed. When a truck mixer is used for the complete mixing of the concrete, the mixing operation shall begin within 30 minutes after the cement has been intermingled with the aggregates. If additional mixing water is required to replace evaporated mixing water to maintain the specified slump and is added with the permission of the Engineer, a minimum of 20 revolutions of the truck mixer drum at mixing speed shall be required before discharge of any concrete.

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

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

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

12.2 Re-tempering

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

12.3 Placing Concrete

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

12.4 Cold Weather Concreting

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

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

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

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

12.5 Placing in Hot Weather

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

12.6 Finishing Concrete

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

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

12.7 Curing Concrete

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

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

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

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

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

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

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

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

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

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

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

ES-13. CONCRETE CURB

13.1 General

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

13.2 Forms

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

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

13.3 Joints

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

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

13.4 Construction Requirements

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

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

13.5 Finishing

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

13.6 Curing

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

13.7 Backfilling

All curb shall be backfilled as described herein. If sidewalk or concrete pavers are to be constructed behind the curb, all backfill material shall be 3/4" minus crushed aggregate. If the area behind the curb is to be lawn or planted area, the top 16 inches shall be topsoil. All denuded

areas shall be fertilized, re-sown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.

13.8 Payment

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

ES-14. CONCRETE SIDEWALK

14.1 General

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

14.2 Gravel Base

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

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

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

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

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

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

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

14.3 Construction requirements

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

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

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

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

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

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

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

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

The contractor shall keep a person at the job site for a minimum of four hours following the concrete surface brooming operation for the purpose of both preventing and repairing any damaged surfacing to the newly placed concrete.

Concrete left unattended, if damaged or defaced shall be replaced at contractor expense.

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

14.4 Payment

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

ES-15. SUPERPAVE HOT MIX ASPHALT

15.1 Hot Mix Asphalt

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

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

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

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

<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)

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

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

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

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

15.2 Rolling and Compaction

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

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

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

15.3 Tack Coat

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

15.4 Payment

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

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

ES-16 CEMENT CONCRETE PAVEMENT

16.1 General

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

16.2 Aggregates

Aggregates shall possess such characteristics of shape and size that concrete, prepared from a mixture of fine and coarse material in the proportions specified, will be of satisfactory workability in the opinion of the Engineer. Regardless of compliance with all other provisions of these specifications, if the concrete is not of a workable character or when finished does not exhibit a proper surface, either the fine or the coarse aggregate or both shall be rejected or altered as required by the Engineer.

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

Fine aggregate with more than the maximum percentage passing any sieve may be accepted provided the mix proportions are adjusted to produce concrete having the same net water-cement ratio, slump and workability. Any resulting increase in the cement

content shall be at the expense of the Contractor. Under no circumstances shall the fine aggregate, which has a grading finer than that permitted under Section 703, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction, and amendments thereto, be used in paving concrete.

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

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

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

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

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

- C. Properties of concrete aggregate shall be determined in accordance with the following methods of test:
1. Amount of Material Finer than No. 200 Sieve in Aggregates: ASTM Designation C-117.
 2. Organic Impurities: AASHTO T-113.
 3. Flexural Strength of Concrete: AASHTO T-104.
 4. Percentage of Particles of Less than 1.95 Specific Gravity: AASHTO T-150.
 5. Clay Lumps in Aggregates: AASHTO T-112.
 6. Abrasion of Coarse Aggregate by Use of the Los Angeles Machine; AASHTO T-96.

16.3 Curing and Protection

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

16.4 Joint Fillers and Sealants

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

16.5 Air-Entrained Concrete

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

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

AIR CONTENT OF FRESHLY MIXED CONCRETE

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

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 or 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. Watertightness

1. **SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED WATERTIGHT.** All visible leaks (infiltrating subsurface water) shall be sealed; sealing shall be accomplished by a manner and method, in the opinion of the Engineer, that constitutes permanency. Leaks that cannot be sealed by Contractor shall be sealed either by the pressure grouting method (injected chemical sealants) or the interior surface coating method, utilizing a firm specializing in such services, at the Contractor's expense. Less than four minor drips in a single manhole will be considered negligible and will not require sealing.
2. Hydrostatic Testing.
 - a. All sanitary sewer manholes constructed in areas where subsurface water may, in the opinion of the Engineer, pond around them shall be hydrostatically tested in accordance with this specification.
 - b. Prior to testing, the manhole shall be completely constructed and all inlet and outlet pipes shall be plugged. The Contractor shall fill the manhole to the top with water. Four hours minimum after the manhole has been filled, the Contractor shall refill the manhole to the original water level and commence the test for a minimum 2-hour period. The leakage rate shall not exceed 0.2 gallons per hour per foot of test head above the pipe invert elevation. Manholes which fail the test shall be repaired and re-tested until they pass.
 - c. Manholes tested by the exfiltration method shall have all infiltrating water sealed prior to beginning the exfiltration test.

18.5 Storm Sewer Manholes

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

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

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

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

18.6 Catch Basins and Catch Inlets

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

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

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

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

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

18.7 Risers

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

ES-19. TRENCH EXCAVATION AND BACKFILL

19.1 Scope

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

19.2 Type of Backfill

The class of backfill to be used above the pipe zone shall be as set forth on the Plans or as given in the project Special Provisions and if not specifically set forth in project documents then as required by the "use" description given herein. The right is reserved to modify the use, location,

and quantities of the various types of backfill, during construction, as the Engineer considers being in the best interest of the Owner.

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

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

19.3 Excavation and Backfill for Fire Hydrants

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

19.4 Trench Excavation

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

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

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

19.5 Materials

- A. **Foundation Stabilization.** Materials for foundation stabilization shall be 3/4 inch minus crushed rock with reasonable even gradation from coarse to fine and free from excessive dirt or other foreign material.
- B. **Granular Material.** Granular backfill shall be 3/4 inch minus crushed basalt conforming to ES-7 CRUSHED ROCK BASE.

- C. Imported Topsoil. Imported topsoil shall possess friability and a high degree of fertility. It shall be free of clods, roots, gravel and other inert material. It shall be free of quack grass, horsetail and other noxious vegetation and seed. Should such regenerative material be present in the soil, it shall be the responsibility of the Contractor to remove all such growth, both surface and root, which may appear in the planting within one year following acceptance of the job, at his/her own expense, and in a manner satisfactory to the Owner.
- D. Compaction Equipment. Compaction equipment shall be of suitable type and adequate to obtain the amount of compaction specified. Compaction equipment shall be operated in strict accordance with the manufacturer's instructions and recommendations and shall be maintained in such condition that it will deliver the manufacturer's rated compactive effort.

19.6 Workmanship

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

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

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

- C. Utility Repairs. Any and all underground utility damaged in any way during trench excavation shall be repaired and properly backfilled, by the Contractor, at no cost to the City. The repair shall be as approved by the City – NO EXCEPTIONS.
- D. Removal and Replacement of Topsoil. In all cases where trenches cross lawns, garden areas, pasture lands, cultivated fields, or other areas on which reasonable topsoil conditions exist; first remove the topsoil for a depth of 10 inches for the full width of the trench to be excavated. Stockpile this topsoil to one side of the right-of-way and do not mix with the remaining excavated material. Replace the topsoil in the top 10 inches of

the backfilled trench. In lieu of stockpiling the top 10 inches of soil, "Imported Topsoil" from borrow pits may be substituted in the top 8 inches. Maintain the finished grade of the topsoil, over the center line of the trench, level with the immediate area bordering the trench, until acceptance of final seeding. Correct all damage to adjacent topsoil caused by trenching or pipe laying operations by removal of all rock, gravel, clay, and any other foreign materials from the surface and by regrading the additional topsoil as required.

- E. Pavement, Curb and Sidewalk Removal. Cut (full depth) all asphaltic concrete or Portland Cement concrete pavements (regardless of the thickness), and all curbs and sidewalks prior to excavation of the trenches with an approved pavement saw, hydrohammer or other approved pavement cutter. Removal of street surfacing for excavations shall comply with the Specifications and Standard Drawing for Street/Alley Curb Repair. Pavement and concrete materials removed shall be hauled from the site and not used for trench backfill.

- F. Trench Width. Minimum width of trenches in which pipe is to be laid shall be 18 inches greater than the inside diameter of the pipe except by permission of the Engineer.

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

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

- G. Grade. Carry the bottom of the trench to the lines and grades shown, or as established by the Engineer, with proper allowance for pipe thickness and for pipe base or special bedding, when required. If the trench is excavated below the required grade, correct any part of the trench excavated below the grade, at no additional cost to the Owner, with gravel of the type specified for pipe zone material. Place the gravel over the full width of trench in compacted layers, not exceeding 6 inches deep, to the established grade with allowance for the pipe base or special bedding.
- H. OSHA Compliance. All trench excavation and backfill shall conform to the latest published OSHA regulations, NO EXCEPTIONS.
- I. Location of Excavated Materials. During trench excavation, locate the excavated material within the construction easement or right-of-way or specified working area so that the excavated material will not obstruct private or public traveled roadways or streets. It shall be the contractor's responsibility to conform with the federal, state and local codes governing the safe loading of all trenches with excavated material.
- J. Removal of Water. Provide and maintain ample means and devices which will promptly remove and dispose of all water entering the trench excavation during the time the trench is being prepared for the pipe laying, during the laying of pipe, and until the backfilling of the pipe zone has been completed. These provisions shall apply during the lunch hour as well as overnight.

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

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

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

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

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

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

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

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

3. Class C Backfill

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

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

4. Class D Backfill

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

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

5. Class E Backfill

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

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

Approved native excavated material may be used for backfill above the pipe zone in this widened trench. Compaction for all trench backfill, above the pipe zone, shall be 95% minimum of AASHTO T-99. All native backfill shall be placed in

(6) six inch maximum lifts and method of compaction shall be only by a (5) five foot minimum wide sheepsfoot roller. Density testing frequency, for this approved native excavated material, will be in excess of that required for the Class 'D' crushed basalt backfill.

6. Class F Backfill

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

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

7. Subsurface Drain Backfill

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

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

Sieve Size	Percent Passing
3"	100
2.5"	95 – 100
3/4"	50 – 80
1/4"	30 – 60
No. 8	20 – 50
No. 30	8 – 30
No. 50	3 – 12
No. 200	0 – 1.2

* All percentages are by weight.

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

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

Maintain the surface of the backfilled trench level with the existing grade by additions of granular backfill material as specified until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent

settlement of the finished surface, during the warranty period, shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

- O. Maintenance of Excavated Trench. Maintain the excavated trench between any two successive valved sections of pipeline or as specified in the project Special Provisions until the following operations have been completed, to the satisfaction of the Engineer, for waterline construction: Service connections have been installed, including pressure tap; valves, valve boxes, hydrants and thrust blocks installed, hydrostatic or air testing, sterilization, cleanup and restoration of all physical features, utilities restored to their original condition, or better, and in general, all work required between the two line valves accomplished with the exception of repaving.
- P. Maintenance of Trench Backfill. This maintenance shall include, but not be limited to, the addition of crushed rock backfill material to keep the surface of the backfilled trenches reasonably smooth and free from excessive ruts and potholes and suitable for normal traffic flow.
- Trenches backfilled within existing paved streets shall be temporarily surfaced with 2.5 inches of cold mix asphalt pavement; which temporary cold mix surfacing shall be placed within one day of completion of trench backfilling. This temporary patch shall be installed and maintained smooth until the permanent hot mix patch is installed. Under certain circumstances, this requirement may be waived by the City Engineer.
- No additional payment will be made for the maintenance of the trench backfill prior to completion of the work outlined above, and the trench backfill maintenance and shall be considered as incidental to that item of work.
- Q. Disposal of Excess Excavation. All excess excavation not required or suitable for backfill shall be disposed of in a waste area arranged by the Contractor.
- R. Drainage Culverts. Replace, in like kind, drainage culverts which are removed or damaged. If the pipe is damaged during removal, dispose of it and furnish and install new pipe. Dispose of culvert pipe that is in too poor condition to reuse because of age or physical conditions. Repair drainage pipes with manufactured fittings only; encase Ferncos in concrete.
- S. Blasting. Blasting shall conform to all specifications of Section 302, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

19.7 Payment

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

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

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

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

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

ES-20. PIPE

20.1 Storm Sewer Pipe

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

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

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

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

20.2 Sanitary Sewer Pipe

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

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

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

distance nominally ten feet each side of the crossing. This pressure water pipe shall be joined to standard SDR 35 PVC pipe at both ends with FERNCO couplers having stainless street shear ring bands.

20.3 Perforated Subsurface Drain Pipe

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

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

The pipe shall be wrapped with a filtering sock.

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

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

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

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

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

1. Perforated Corrugated Plastic Pipe

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

2. Perforated Solid Wall Plastic Pipe

This pipe shall be Advanced Drainage System (ADS) pipe or approved equal. The pipe shall be 4" in diameter, having at least two (2) rows of perforations parallel to the axis of the pipe. The pipe and fittings shall meet the requirements of AASHTO M-252. The joints shall be gasketed non-water tight joints (Soil tight

per AASHTO section 26); Gaskets may be architectural weather stripping material per ASTM D-1056 or rubber per ASTM F-477.

20.4 Water Pipe & Ductile Iron Fittings

- A. Joints. Pipe joints shall be push-on joints except where specifically shown or detailed otherwise.
- B. Mechanical Joint Fittings. Three-inch through sixteen inch mechanical joint ductile iron fittings shall be Tyler SSB Class 350 ductile iron fittings, or an approved equal, and shall conform to ANSI/AWWA C-111
- C. Flanged Ductile Iron Fittings. Flanged fittings shall conform to ANSI/AWWA C-110 and shall be faced and drilled to 125-pound ANSI. The fittings shall be 125 PSI rated working pressure and cement-mortar lined to same thickness specified for pipe.
- D. Mechanical Couplings. Mechanical couplings, not a part of the pipe itself, shall be ductile iron couplings with long solid sleeves and be Mechanical Joint Class 350. Mechanical couplings shall mean straight couplings, transition couplings, reducing couplings, and flanged coupling adapters.
- E. Ductile Iron Pipe. All ductile iron pipe shall be centrifugally cast of 60-42-10 iron and shall conform to ANSI / AWWA C-151. Thickness class or classes shall be 51(minimum). The pipe shall be cement mortar lined and seal coated in accordance with ANSI / AWWA C-104. The rubber ring gaskets shall be suitable for the specified pipe sizes and pressure and shall conform to applicable parts of the latest federal specification ANSI / AWWA C-111, and shall be furnished by the pipe manufacturer. A nontoxic vegetable soap lubricant shall be supplied with the pipe in sufficient quantities for installing the pipe.
- F. Polyvinyl Chloride (PVC) Pressure Pipe. All PVC pressure pipe shall conform to pressure Class 150 AWWA C-900 or pressure Class 165 AWWA C-905. All pipe shall be push-on joints with one gasket bell end.
- G. Tapping Sleeves. All tapping sleeves shall be ROMAC "SST" Stainless Steel as per ASTM A-240, Type 304 and Type 304L or an approved equal.

20.5 Pipe Laying

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

Proper preparation of foundation, placement of foundation material where required, and placement of pipe zone material below the pipe shall precede the installation of all sewer, water and culvert pipe. This shall include necessary leveling of the native trench bottom or the top of the foundation material as well as placement and compaction of required pipe zone material, below the pipe, to a uniform grade so that the entire length of pipe will rest firmly on a well

compacted material, so the backfill material around the pipe will be placed in a manner to meet requirements specified under backfilling.

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

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

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

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

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

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

- B. Joints. In making the joints on the pipe care shall be exercised to clean all dirt, rock or other foreign matter completely from the inside of the bells and the outside of the spigots. The pipe shall be forced tightly in place with a bar or mechanical puller of a type approved by the Engineer. When the pipe is aligned it shall be supported by placing sufficient backfill material alongside and carefully tamped into place as described under Section 20.5.A.

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

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

- C. Caps and Connections. Caps for pipe branches, stubs, or other open ends which are not to be immediately connected shall be made of an approved material and shall be secured

in a place with a joint comparable to the main line joint, or stoppers may be of an integrally cast breakout design. Caps of the type recommended by the pipe's manufacturer shall be used.

- D. Imported Pipe Zone Material. Granular material for pipe zone backfill shall be 3/4" minus crushed rock unless otherwise specified. The material shall meet the specifications, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.
- E. Water Main Location and Separation. The location and separation of the water and non-potable water main pipes, both horizontal and vertical, shall meet the most current requirements of IDAPA 58.01.08 – Idaho Rules for Public Drinking Water Systems.
- F. Permissible Deflection at Joints - Water Pipe. Wherever it is necessary to deflect pipe from a straight line, either in the vertical or horizontal plane, to avoid obstructions or where long radius curves are permitted, the amount of deflection allowed shall not exceed the values in the following table:

*MAXIMUM DEFLECTION PERMITTED (18 FOOT LENGTH PIPE)

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

$$T = 0.0109 D^2 L$$

T = time in seconds

D = nominal inside diameter of pipe in inches

L = length of pipe in feet

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

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

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

2. T.V. Inspection

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

Any and all imperfections (i.e. sags in the pipe invert, joints not fully seated, offset joints, poor manhole entries and exits, etc.) found in the installation of the pipe shall be immediately repaired by the Contractor at no cost to the City. Such repairs shall be as allowed and directed by the City Engineer.

C. Water Pipe

All new watermain shall pass City standard pressure testing and bacteriological testing. Pressure testing, flushing, disinfection, and bacteriological testing shall be performed by the City Water Department. All testing, flushing, and disinfecting materials and labor costs of the City's must be paid by the Contractor. It is the Contractor's responsibility to repair all leaks. The test pressure shall be 1-½ times the working pressure of the pipe per AWWA standards. The bacteriological test criteria shall be as follows: one test showing "absence" of coliform bacteria (<1) and a standard plate count of less than 100. The Contractor shall be responsible for all excavation and back fill necessary to allow the City Water Department access to the new main for the City to furnish, install, and remove all corporation stops necessary to test, chlorinate, and bacteriological sample the new main

as required. This includes backfill and trench surfacing once and then returning to the site to re-excavate and re-backfill (including cold mix patching) any corporation stops that remain in the main during disinfecting and sampling procedure. Where connections are made to existing mains the fitting and pipe shall be thoroughly cleaned and spray disinfected with 150(+) ppm chlorine solution immediately prior to their installation and such procedure shall be witnessed by a representative of the City; such operations by the contractor require the City to be notified a minimum of 48 hours in advance. The 48 hour notice is necessary to allow the City crew to notify customers of the water outage. The contractor shall be responsible for coordinating and cooperating with the City Water Department for testing, flushing, and disinfecting activities.

20.7 Plugging Existing Pipe

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

20.8 Basis of Payment

- A. Storm Sewer Pipe. The accepted quantities of storm sewer pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe, as herein described, including furnishing and installing lock bands at each joint and all pipe zone material.
- B. Sanitary Sewer Pipe. The accepted quantities of sanitary sewer pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe. The cost of furnishing all pipe zone material is also included in this item.
- C. Perforated Sub-surface Drain Pipe. The accepted quantities of subsurface drain pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe, as herein described, including all angle branches, plugs, pipe connectors, and all pipe zone material.
- D. Water Pipe & Ductile Iron Fittings. Payment for main line water pipe, including fittings, thrust blocks and couplings will be made at the unit price per linear foot.
- E. Plugging existing pipes will be measured per each, for each plug installed, for pipe diameters up to and including 36 inches. The concrete for plugging pipes in excess of 36 inches in diameter will be measured by the cubic yard. Computations for corrugated metal pipes will be based on the nominal diameter.

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

ES-21 GATE VALVES AND VALVE BOXES

21.1 Scope

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

21.2 Materials

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

21.3 Workmanship

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

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

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

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

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

Valve boxes shall be clean prior to final project acceptance.

21.4 Payment

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

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

ES-22. FIRE HYDRANTS

22.1 Scope

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

22.2 Materials

- A. Low Pressure Hydrants. Hydrants to be corey pattern with nominal 5-1/4 inch main valve opening with 6 inch bottom connections. Equip with two 2-1/2 inch hose nozzles and one 4-1/2 inch pumper port with a 5 inch Storz hose nozzle. The Storz nozzle shall be an integral part of the fire hydrant and must be furnished by the manufacturer or authorized distributor designated by the manufacturer. Storz adapters will not be accepted. Operating nut shall be equipped with O-ring seals and shall open when turned to the left or counterclockwise. Hydrants shall be of the break-flange or safety-top type. Hydrants shall conform to AWWA C-502, and these Specifications. The depth of bury will generally be 5 feet; and as required to accommodate site conditions. Nozzle threads shall be American National Standard. The hydrant isolation valve shall be attached to the tee at the main and all of the piping shall be restrained from the tee to the hydrant with flanged fittings, retaining glands (mega lugs, etc.) or tie rods as approved by the City Engineer. Hydrants shall be factory painted or may be painted by the contractor using a

high quality industrial enamel high intensity red paint above the ground line; spray can paint will not be allowed.

- B. Manufacturer, "Model": Waterous, "Pacer" or Mueller, "Centurian"
- C. Base Block. Solid precast concrete pier block having nominal dimensions of 8-inch thickness by 15-inch square base.
- D. Drain Rock. Washed 1-1/2 inch crushed rock or graded river gravel free of organic matter, sand, loam, clay, and other small particles that will tend to restrict water flow through the gravel.
- E. Concrete for Thrust Blocking. City Standard per ES-11 CONCRETE.
- F. Thrust Ties. 3/4 inch diameter steel rods and duc-lugs as manufactured by Stellar Corporation, Columbus, Ohio, or approved equal. Rods shall have rust resistant protective coating.
- G. Auxillary Gate Valve. See City Standard ES-21 GATE VALVES AND VALVE BOXES.

22.3 Workmanship

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

- A. Location and Position. Locate as shown or directed so as to provide complete accessibility and minimize possibility of damage from vehicles or injury to pedestrians. A 3-foot clear space shall be provided and maintained around the circumference of the hydrant or as approved by the Engineer. Where hydrants are subject to impact by a motor vehicle, guard posts other approved means shall be provided as approved by the Engineer. Improperly located hydrants shall be disconnected and relocated, at the Contractor's expense.

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

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

- B. Excavation. Do not carry below sub-base grade. Replace over-excavated areas with gravel, and hand tamp to provide firm foundation.

- C. Base Block. Place on firm level sub-base to assure uniform support.
- D. Installation of Hydrants. Place hydrant carefully on base block to prevent the base block from breaking. After hydrant is in place and connected to the pipeline, place temporary blocks to maintain the hydrant in a plumb position during subsequent work.
- E. Drain Rock. Place gravel around base block and hydrant bottom after hydrant has been blocked in place. Drain gravel shall be not less than 6 inches above hydrant drain opening. Do not connect drainage system to sewer.
- F. Concrete Thrust Blocking. Place after hydrant is blocked in its final position and hydrant is joined to pipe. Concrete thrust block shall have a minimum of 4 square feet of bearing area against undisturbed earth. Restraint devices such as flanged fitting, mega lugs, or tie rods may be used in lieu of thrust blocks if approved by the City Engineer.
- G. Bury Depth and Thrust Ties. The ground surface around fire hydrants shall be as follows:
 - 1. Behind the hydrant: The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 10 feet behind the back of the hydrant. The City Engineer may approve a lesser bury requirement if thrust ties consisting of two $\frac{3}{4}$ inch coated steel tie rods connecting the hydrant to the valve and the main are utilized. All earthen fill behind hydrants for a minimum distance of 10 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.
 - 2. Sides of the hydrant: The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 6 feet from the centerline of the hydrant barrel. All earthen fill at the sides of the hydrant for a minimum distance of 6 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.
 - 3. Front of the hydrant (towards the main): 4.0 foot minimum cover over the hydrant lateral pipe shall be maintained – as shown on the City of Moscow Standard Construction Drawings.

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

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

22.4 Payment

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

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

ES-23. STORM AND SANITARY CONNECTIONS

23.1 Materials

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

23.2 Workmanship

- A. The sewer house connections shall be branched from the main sewer line by a Y branch on new mains; by a ROMAC style "CB" saddle on existing sewer mains. Branches shall be placed where indicated on the plans or as ordered by the Engineer, and shall be installed, at a point, above the centerline of the sanitary sewer main.
- B. ROMAC style "CB" saddles shall be furnished and installed by the City and paid for by the contractor.
- C. Sanitary sewer services shall not be connected to manholes.
- D. Maximum deflection permissible with any one fitting shall not exceed 45 degrees and shall be accomplished with long-radius curves or bends. Short-radius elbows or curves will not be permitted except by approval of the Engineer.
- E. Provide ends of all sewer house connection lines with standard watertight plugs, suitably braced to prevent blowoff during internal hydrostatic or air testing. With all plugs in place, test the sanitary sewer lines in accordance with ES-20.6, Pipe Testing and T.V. Inspection.
- F. After the line has been tested by the Contractor and accepted by the Engineer, the Contractor shall furnish and install an approved marker, as per City of Moscow Standard Drawings, to identify the ends of the sewer stubs. The marker shall be wrapped with detectable sewer tape.

- G. Conform to applicable portions of Section ES-19 Trench Excavation and Backfill and Section ES-20.2 Sanitary Sewer Pipe.
- H. Backfill the pipe zone with granular pipe zone material, hand-placed simultaneously on both sides of the pipe for the full trench width and hand-tamped with approved tamping bars supplemented by 'walking in' and slicing with a shovel.
- I. Backfill, above the pipe zone, shall conform to applicable portions of Section ES-19 Trench Excavation and Backfill. Do not backfill sewer house connection pipe until inspected and approved by the Engineer.
- J. All denuded areas shall be fertilized, re-sown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.
- K. Install as per the Standard Construction Drawings.
- L. Separation of storm and sanitary sewer service laterals from water mains and water service lines shall conform to the requirements of Idaho Drinking Water Standards.

23.3 Basis of Payment

- A. Trench excavation and backfill, required under this item, will be paid for as incidental to the price per linear foot of pipe stated in the Contractor's bid proposal. Payment for that item shall constitute full compensation for all work connected with excavation and backfill.
- B. Sewer house connection pipe, in place, will be paid for on the unit price per linear foot for the appropriate size of pipe stated in the Contractor's bid proposal. Payment for this item shall constitute full compensation for all materials and work required to install the sewer house connection pipe, complete, including trench excavation and backfill. The length of the house connection will be based on the total length of pipe installed, including all fittings, measured along the pipe center line.

ES-24. STREET / ALLEY CUT REPAIR

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

ES-25. EROSION AND SEDIMENT CONTROL

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

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

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

ES-26 STORMWATER RUNOFF CONTROL

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

ES-27.IMPORTED TOPSOIL

27.1 General

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

27.2 Payment

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

ES-28 SEEDING

28.1 Seed

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

28.2 Application

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

28.3 Fertilizer

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

28.4 Mulch

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

28.5 Seedbed Preparation

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

28.6 Payment

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

ES-29. TREE TRIMMING

Any tree, within the construction area, whose branches, trunk or roots must be removed in order to complete the work, should be trimmed, as directed by the Engineer. All costs for such trimming shall be noted as set forth in the Contract documents. **ALL TREE TRIMMING SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE COMMUNITY FORESTRY ORDINANCE.**

ES-30. INSPECTION

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

- A. After storm sewer lines, sanitary sewer lines, perforated drain lines and their structures are in place, but before any backfilling is started.
- B. Prior to and during the placement of all concrete. This inspection shall be requested when the forms are in place and ready to receive the concrete.
- C. After the street has been excavated and compacted, but before any crushed rock is placed.

- D. During the application and processing of the crushed rock base and after the crushed rock base has been placed and compacted, but before the prime coat is applied.
- E. After valve boxes, catch basins, manholes and monuments have been adjusted to the proper elevation.
- F. Prior to and during the placement of prime coat and tack coat.
- G. Prior to and during the placement of all superpave hot mix asphalt pavement.
- H. At the completion of the job, after all cleanup, backfilling and all other work is done and job is ready for final acceptance.

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

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

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

ES-31. WORKMANSHIP AND CLEAN UP

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

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

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

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

ES-32. MOBILIZATION

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

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

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

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

SPECIAL PROVISIONS

SCOPE

This project's scope includes construction of approximately 1800 linear ft of 8" DR 18 C900-16 water main, 520 linear ft of 1" HDPE service line, including trenchless installation methods for street crossings, replacing 28 water service meter boxes, as well as surface restoration of streets, sidewalk, and green strips. Construction of water main and service lines include new hydrants, associated fittings/valves, thrust restraint, and connection to existing water mains.

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, and the CONTRACT PLANS have precedence over the City standards and Standard Drawings where not in agreement.

The Contractor shall schedule all work under this contract to be a sustained and concerted effort to complete the project within the allotted time. The project construction schedule specific to the item tasks shall be completed by Contractor subject to possible restrictions established by the Owner.

Traffic control shall be in place any time a vehicle, piece of equipment or stockpile is in the roadway. No stockpiles of material will be allowed except during working hours. The Contractor shall make no changes or modifications to the approved traffic control without prior approval from the Street Division Manager or the Engineer.

The contractor is responsible for worker and public safety and control within and about the work site and shall provide all necessary warning devices, barricades, signage and ground personnel needed to ensure safety, protection and warning to all persons and traffic within the area. The Contractor must obtain all permits and bonds required.

The contractor is responsible for damages to any and all facilities and appurtenances, plant material, underground utilities and other improvements and must repair and/or replace any or all items damaged in a timely and acceptable manner at no cost to the Owner. 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 of work.

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.

Underground utility locates shall be the responsibility of the Contractor. The Contractor shall be responsible for all repair of 'located' utilities damaged during this project.

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.

It is the Contractor's responsibility to make provision and pay for water and power necessary for work under this contract and to clean-up any spills or debris or residues created by their work.

The Contractor shall become familiar with the site and its restrictions prior to bidding. He/she should also be familiar with all aspects of these specifications, pertinent to City Codes and the plans for this works. All tax liabilities imposed by the State Tax Commission must be met and verified prior to the release of the final payment. Attention to Idaho Code, Chapter 15, Title 63.

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 plans, shall be constructed in accordance with the construction industry's highest standards.

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.

INSPECTION

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

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

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

ORDER OF WORK

The specific details of the order of work will be worked out in conjunction with, and under the supervision of the City Engineer. The Contractor shall coordinate all work within city streets at least twenty-four (24) hours in advance with the Street Supervisor, Steve Schulte, (208) 883-7097. Failure to provide advance notification shall void any claims for delay of Contractor's work by City forces.

ABANDONING & REMOVAL OF EXISTING WATER MAINS

The contractor shall abandon existing water mains after completion of new water main installation. Where existing water mains have been cut or removed because of new pipe conflict the cut ends must be plugged with a water class plug to prevent the abandoned pipe from filling with groundwater. This work of removal, abandoning and plugging is to be considered incidental to the new pipe installation.

LOCATING WIRE

General

- A. Installation of electrically continuous tracer wire with access points as described herein to be used for locating pipe with an electronic pipe locator after installation. Tracer wire shall be installed on all water mains and services up to the water service meter box. Tracer wire shall be installed on all sanitary sewer mains and services, and storm sewer mains and services up to the service line right of way (ROW).

Materials

- A. Open Trench / Open Cut: No. 12 AWG Copper with a minimum 450 lb. break load, minimum 30 mil insulation for direct bury color coded per American Public Works Association (APWA) standard for the specific utility being marked.
- B. Directional Drilling/Boring: No 12. AWG extra strength wire with a minimum 1,150 lb. break load, minimum 45 mil HDPE insulation for direct bury, color coded per APWA standard for the specific utility being marked.

- C. Pipe Bursting: Copperhead 7x7 stranded copper-clad steel SoloShot Xtreme Strength with 4,700 lb. break load, minimum 50 mil HDPE insulation color coded per APWA standard for specific utility being marked, or approved equivalent.
- D. Direct Bury Splice Kit: 3M Direct Bury Splice Kit DBR/Y-6, or, Copperhead SnakeBite Locking Connector, Mainline to Service Connector, or an approved equal.
- E. Ground Rod: Magnesium grounding anode, 18.5" in length, 1.5 lb. minimum.

Locating Wire Access Point Box

- A. Fire Hydrant Access Point Box: Copperhead Industries Cobra, two-terminal, with flange or an approved equal.
- B. Medium Duty Access Point Box located within a path, driveway, or sidewalk: Copperhead Industries, SnakePit Concrete/Driveway, Two-terminal switchable, or an approved equal.
- C. Light Duty Access Point Box located within a yard or green strip: Copperhead Industries, SnakePit Light Duty Series, Two-terminal switchable, or an approved equal.
- D. Traffic Rated Access Point Box for water line, sanitary and storm sewer box. Located where interval between access points are greater than 500 feet:
 - 1. Frame and Cover: Rich Series 921 or 926, or approved substitute.

Marking Tape

- A. Water line marking tape: 3 inch blue 4 mil polyethylene detectible with labelling reading "Caution – Buried Water Line Below" in 1-1/2" black lettering.
- B. Sanitary and storm drain sewer marking tape: 3 inch green 4 mil polyethylene detectible with labelling reading "Caution – Buried Sewer Line Below" in 1-1/2" black lettering.

Workmanship

- A. General:
 - 1. Tracer wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal.
 - 2. Tracer wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.
 - 3. Any damage occurring during installation of the tracer wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
 - 4. Tracer wire shall be installed at the bottom half of the pipe and secured taped/tied) at 10 - foot intervals.

5. Mainline tracer wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end ground using an approved waterproof connector to a Ground Rod driven into virgin soil beneath and in line with the utility.
6. All service lateral tracer wire shall be a single wire, connected to the mainline tracer wire using a three-way mainline-to-service connector, installed without cutting/splicing the mainline tracer wire.
7. In occurrences where an existing tracer wire is encountered on an existing utility that is being extended or tied into, the new tracer wire and existing tracer wire shall be connected using approved connectors.
8. Tracer wire on all service laterals/stubs must terminate at an approved tracer wire access point located directly above the utility, at the edge of the road right-of-way, but out of the roadway.
9. One foot of excess/slack wire is required in all tracer wire access points after meeting final elevation.
10. Tracer wire must be properly grounded as specified.
11. At all mainline dead-ends, tracer wire shall go to ground using an approved connection to a 1.5-lb., drive-in, magnesium ground rod.
12. When grounding the tracer wire at dead-ends/stubs, the Ground Rod shall be driven into virgin soil directly beneath and in line with the utility.
13. Where the Ground Rod wire will be connected to a tracer wire access point, one foot of excess/slack wire is required after meeting final elevation.
14. Prior to commencing any new construction, a Utility Locating System Plan (ULSP) must be submitted and approved by the City showing the proper tracer wire installation for all water and sewer lines. The ULSP will be required to show the locations of all tracer wire, ground rods, and above grade access points.
15. When tracer wire access point is to be located within a public or private street, a Traffic Rated Tracer Wire Access Point Box per MSD-2000.8 shall be used. For tracer wire access point located within a sidewalk, walking path, or driveway an access point box per 2060.2.4.B shall be used. For a tracer wire point located within a yard or green strip an access point box per 2060.2.4.C shall be used. For a tracer wire access point located on a fire hydrant an access point box per 2060.2.4.A shall be used. The tracer wire access point for water service lines shall be located in an approved water meter box per ISPWC Division 400.

Sanitary And Storm Sewer Systems

- A. A mainline tracer wire must be installed, with all service lateral tracer wires properly connected to the mainline tracer wire, to promote tracing/locating capabilities from a single connection point.
- B. Lay mainline tracer wire continuously, by-passing around the outside of manholes/structures on the north or east side.
- C. Tracer wire on all sanitary service laterals must terminate at an approved tracer wire access point color coded green and located directly above the service lateral at the edge of right-of-way.

Water

- A. A mainline tracer wire must be installed, with all service lateral tracer wires properly connected to the mainline tracer wire, to promote tracing/locating capabilities from a single connection point.
- B. Lay mainline tracer wire continuously, by-passing around the outside of valves and fittings on the north or east side.
- C. A single tracer wire only shall be installed on all water service laterals and must terminate at an approved tracer wire access point, color coded blue and located directly above the service lateral at the edge of right-of-way.
- D. Tracer wire access points will be installed at all fire hydrants and service line water meters per MSD-2000.4.
- F. All conductive and non-conductive service lines shall include tracer wire.

Testing

- A. All new tracer wire installations shall be located using typical low frequency (512 Hz) line tracing equipment, witnessed by the City as applicable, prior to acceptance.
 - B. This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.
 - C. Continuity testing in lieu of actual line tracing shall not be accepted.
- Measurement and Payment

No separate measurement or payment to the Contractor will be made for the work required under this Section.

MISC REMOVALS

Items requiring removal to complete new installations of underground infrastructure that do not have a bid item specifically associated with them, but are required to complete the work shall be incidental to the new installation.

TREE ROOTS

The Contractor shall be especially cognizant of apparent tree roots that will require caution during the performance of this work item and shall notify the Community Forestry Administrator, David Schott (208) 883-7098, upon encountering roots of 1" or greater diameter before cutting those roots.

ENVIRONMENTAL PROTECTION

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

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

SP-1.1 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-1.1 REMOVE AND DISPOSE OF BITUMINOUS SURFACE SY

SP-1.2 REMOVE AND DISPOSE OF CONCRETE SIDEWALK

This work shall consist of, but not limited to, the removal and disposal of concrete sidewalk. The removal shall be performed in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings. Any property corners shall be referenced prior to removal.

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 concrete sidewalk 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-1.2 REMOVE AND DISPOSE OF CONCRETE SIDEWALK SY

SP-1.3 REMOVE & DISPOSE OF TYPE A CONCRETE CURB

This work shall consist of, but not limited to, the removal and disposal of concrete curb. The removal shall be performed in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

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

Measurement and Payment:

Removal and disposal of concrete curb shall be paid by the linear foot. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-1.3 REMOVE AND DISPOSE OF CONCRETE CURB & GUTTER..... LF

SP-1.4 REMOVE AND DISPOSE OF EXISTING CATCH BASIN

This work shall consist of, but not limited to, the removal and disposal of existing catch basins with a depth less than 4 feet. The removal shall be performed in accordance with the Project Plans, Engineering Specifications and the Standard Drawings.

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

Measurement and Payment:

Removal and disposal of catch basins shall be paid per each. 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-1.4 REMOVE AND DISPOSE OF EXISTING CATCH BASIN..... EA

SP-2.1 8-INCH DR 18 C900-16 WATER PIPE (CLASS D BACKFILL)

This work shall consist of, but not limited to, the installation of 8" DR 18 C900-16 water pipe including the required fittings, locating wire, and thrust blocks. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

Pressure testing on newly installed pipe/fittings will be performed by the contractor with a City representative on site to witness the testing. Testing will be performed at 150 psi or 1.5 times the working pressure, whichever is greater. Testing will be considered passing if there is 5 psi or less pressure loss over a 2 hour period.

Flushing and disinfecting of newly installed pipe will be the contractors responsibility and meet AWWA C651-99 standards for disinfecting water mains. Bacteria sampling and testing will be performed by the City.

Backfill for this work shall be in accordance with "Class F Backfill" from Standard Drawing MSCD-300.103.

Restoring disturbed vegetated surfaces will be considered incidental to this item and conform to Engineering Specifications ES-28.

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

Measurement and Payment:

Installation of water pipe and fittings shall be paid by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.1 8-INCH DR 18 C900-16 WATER PIPE (CLASS F BACKFILL)..... LF

SP-2.2 6-INCH DR 18 C900-16 WATER PIPE (CLASS F BACKFILL)

This work shall consist of, but not limited to, the installation of 6" DR 18 C900-16 water pipe including the required fittings, locating wire and thrust blocks. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

Pressure testing on newly installed pipe/fittings will be performed by the contractor with a City representative on site to witness the testing. Testing will be performed at 150 psi or 1.5 times the working pressure, whichever is greater. Testing will be considered passing if there is 5 psi or less pressure loss over a 2 hour period.

Flushing and disinfecting of newly installed pipe will be the contractors responsibility and meet AWWA C651-99 standards for disinfecting water mains. Bacteria sampling and testing will be performed by the City.

Backfill for this work shall be in accordance with "Class F Backfill" from Standard Drawing MSCD-300.103.

Restoring disturbed vegetated surfaces will be considered incidental to this item and conform to Engineering Specifications ES-28.

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

Measurement and Payment:

Installation of water pipe and fittings shall be paid by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.2 6-INCH DR 18 C900-16 WATER PIPE (CLASS F BACKFILL)..... LF

SP-2.3 10-INCH DR 18 C900-16 WATER PIPE (CLASS F BACKFILL)

This work shall consist of, but not limited to, the installation of 10" DR 18 C900-16 water pipe including the required fittings, locating wire, and thrust blocks. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

Pressure testing on newly installed pipe/fittings will be performed by the contractor with a City representative on site to witness the testing. Testing will be performed at 150 psi or 1.5 times the working pressure, whichever is greater. Testing will be considered passing if there is 5 psi or less pressure loss over a 2 hour period.

Flushing and disinfecting of newly installed pipe will be the contractors responsibility and meet AWWA C651-99 standards for disinfecting water mains. Bacteria sampling and testing will be performed by the City.

Backfill for this work shall be in accordance with "Class F Backfill" from Standard Drawing MSCD-300.103.

Restoring disturbed vegetated surfaces will be considered incidental to this item and conform to Engineering Specifications ES-28.

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

Measurement and Payment:

Installation of water pipe and fittings shall be paid by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.3 10-INCH DR 18 C900-16 WATER PIPE (CLASS F BACKFILL)..... LF

SP-2.4 1-INCH HDPE WATER SERVICE LINE, TRENCHLESS INSTALLATION

This work shall consist of, but not limited to, the trenchless installation of 1" IPS HDPE 250 PSI water service line including required fittings, valves, locating wire, and backfill. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and Standard Drawings MSCD-400.101, MSCD-400.102, and MSCD-400.109.

Pressure testing on newly installed pipe/fittings will be performed by the contractor with a City representative on site to witness the testing. Testing will be performed at 150 psi or 1.5 times the working pressure, whichever is greater, and will be tested against the closed curb stop of the newly installed service line, after air is evacuated from the line. Testing will be considered passing if there is 5 psi or less pressure loss over a 2 hour period.

Flushing and disinfecting of newly installed pipe will be the contractors responsibility and meet AWWA C651-99 standards for disinfecting water mains. Bacteria sampling and testing will be performed by the City.

Backfill for this work shall be in accordance with "Class F Backfill" from Standard Drawing MSCD-300.103 for bore pits within road section, and "Class A Backfill" in the green strip areas per Standard Drawing MSCD-300.101.

Top soil associated with Class A backfill shall conform to Engineering Specifications ES-27.

Restoring disturbed vegetated surfaces will be considered incidental to this item and conform to Engineering Specifications ES-28.

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

Measurement and Payment:

Installation of water pipe and fittings shall be paid by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.4 1-INCH HDPE WATER SERVICE LINE, TRENCHLESS INSTALLATION . LF

SP-2.5 1-INCH HDPE SERVICE LINE, OPEN TRENCH (CLASS A BACKFILL)

This work shall consist of, but not limited to, the open trench installation of 1" IPS HDPE 250 PSI water service line including required fittings, valves, locating wire, and backfill. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and Standard Drawings MSCD-400.101, MSCD-400.102, and MSCD-400.109.

Pressure testing on newly installed pipe/fittings will be performed by the contractor with a City representative on site to witness the testing. Testing will be performed at 150 psi or 1.5 times the working pressure, whichever is greater, and will be tested against the closed curb stop of the newly installed service line, after air is evacuated from the line. Testing will be considered passing if there is 5 psi or less pressure loss over a 2 hour period.

Flushing and disinfecting of newly installed pipe will be the contractors responsibility and meet AWWA C651-99 standards for disinfecting water mains. Bacteria sampling and testing will be performed by the City.

Backfill for this work shall be in accordance with "Class A Backfill" from Standard Drawing MSCD-300.101 for areas in the green strip.

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

Top soil associated with Class A backfill shall conform to Engineering Specifications ES-27.

Restoring disturbed vegetated surfaces will be considered incidental to this item and conform to Engineering Specifications ES-28.

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

Measurement and Payment:

Installation of water pipe and fittings shall be paid by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.5 1-INCH HDPE SERVICE LINE, OPEN TRENCH (CLASS A BACKFILL)...LF

SP-2.6 1-INCH CONNECTION TO WATER MAIN

This work shall consist of, but not limited to, the installation of a 1" service tap of the new water main, including the corporation stop and service saddle. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-20, and Standard Drawing MSCD-400.102. Parts and descriptions can be found on Standard Drawing MSCD-400.102. All connections to the new main shall be done under the supervision of the water dept. or a designated inspector.

Pressure testing on newly installed pipe/fittings will be performed by the contractor with a City representative on site to witness the testing. Testing will be performed at 150 psi or 1.5 times the

working pressure whichever is greater. Testing will be considered passing if there is 5 psi or less pressure loss over a 2 hour period.

Flushing and disinfecting of newly installed pipe will be the contractors responsibility and meet AWWA C651-99 standards for disinfecting water mains. Bacteria sampling and testing will be performed by the City.

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

Measurement and Payment:

Installation of 1” service taps shall be paid per each installed. Payment shall be as shown on the Contractor’s Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.6 1-INCH CONNECTION TO WATER MAINLF

SP-2.7 8-INCH GATE VALVE

This work shall consist of, but not limited to, the installation of 8” gate valves, including valve can. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-21, Standard Drawings MSCD-400.601, and MSCD-400.603.

This item includes everything required to complete this work including, but not limited to labor, valve, fittings, valve boxes, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Gate valves shall be paid per each with valve box. Payment shall be as shown on the Contractor’s Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.7 8-INCH GATE VALVE LF

SP-2.8 6-INCH GATE VALVE

This work shall consist of, but not limited to, the installation of 6” gate valves, including valve can. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-21, Standard Drawings MSCD-400.601, and MSCD-400.603.

This item includes everything required to complete this work including, but not limited to labor, valve, fittings, valve boxes, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Gate valves shall be paid per each with valve box. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.8 6-INCH GATE VALVEEA

SP-2.9 10-INCH GATE VALVE

This work shall consist of, but not limited to, the installation of 10" gate valves, including valve can. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-21, Standard Drawings MSCD-400.601, and MSCD-400.603.

This item includes everything required to complete this work including, but not limited to labor, valve, fittings, valve boxes, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Gate valves shall be paid per each with valve box. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.9 10-INCH GATE VALVEEA

SP-2.10 FIRE HYDRANT (EXCLUDING VALVE AND HYDRANT LEAD

This work shall consist of, but not limited to, the installation of fire hydrants including hydrant tee fitting to connect to main. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-22, and Standard Drawing MSCD-400.301. Parts and descriptions can be found on Standard Drawing MSCD-400.301.

This item includes everything required to complete this work including, but not limited to labor, locating wire, fittings, fire hydrant, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Fire hydrant shall be paid per each. 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-2.10 FIRE HYDRANT (EXCLUDING VALVE AND HYDRANT LEAD)... EA

SP-2.11 CONNECT TO EXISTING MAIN

This work shall consist of, but not limited to, the work and materials required to connect to existing water mains. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, ES-21 and the Standard Drawings.

The Contractor shall cut and remove pipeline components as indicated by the plans and as necessary for the installation of the required fittings at the points of connection. The Contractor shall determine the exact length of the existing water main that must be removed, and shall cut and bevel all pipe ends to prevent damage to couplings or gaskets during installation of the new fittings. The exterior of the existing pipe end shall be cleaned to a sound, smooth finish before installation of fittings. All damage to existing pipelines to remain in-service that is caused by the Contractor's operations shall be repaired by the Contractor at no expense to the City.

The Contractor shall provide and install all pipeline, fittings, and other components necessary to complete the connection of the new water main and the existing pipeline(s) unless otherwise noted in the plans. All fittings, pipeline, thrust blocking, locating wire, restraints, and other components required to complete the connection shall be provided and installed by the Contractor at no additional cost to the City, unless otherwise noted on the plans.

When work is started on a connection, it shall proceed continuously without interruption, and as rapidly as possible until completed. If the connection to the existing system involves turning off the water, the Contractor shall be responsible for notifying the residents affected by the shutoff. No shutoff of mains will be permitted overnight, over weekends, or on holidays.

No connections or modifications to the existing water system shall be made unless the Engineer or authorized representative of the City's Water Department is present. All such connections or modifications shall be completed between 6:30 a.m. and 5:00 p.m., Monday through Friday, unless requested and approved a minimum of 2 working days in advance.

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

Measurement and Payment:

Connect to existing main shall be paid per each connection to existing water main regardless the size or type. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, dewatering, and incidentals necessary to perform the work for:

SP-2.11 CONNECT TO EXISTING MAIN EA

SP-2.12 12-INCH POTABLE SEPARATION SLEEVE (20')

This work shall consist of, but not limited to, the installation of 12" potable separation sleeve per DEQ separation requirements. The installation shall be in accordance with the Project Plans and DEQ water/sewer separation requirements. Potable separation sleeve shall be a 20' stick of potable quality pipe, centered on sewer crossing with both ends sealed using non-shrink grout or approved equal.

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

Measurement and Payment:

12" separation sleeve shall be paid per each. 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-2.12 12-INCH POTABLE SEPARATION SLEEVE..... EA

SP-2.13 8-INCH TEE REMOVAL AND SECTION REPAIR

This work shall consist of, but not limited to, the removal of a Tee in an existing main. The West leg of the Tee will be plugged and abandoned, while the 8" north/south main in Mountain View Road will have a section repair performed. This work will be performed after the new main in Camas and Howard Streets become active and the existing main in Howard can be abandoned. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-22, and the Standard Drawings.

Backfill for this work shall be in accordance with "Class F Backfill" from Standard Drawing MSCD-300.103.

This item includes everything required to complete this work including, but not limited to labor, locating wire, fittings, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Fire hydrant shall be paid per each. 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-2.13 8-INCH TEE REMOVAL AND SECTION REPAIR..... EA

SP-2.14 REMOVE/REPLACE 5/8-INCH METER BOX AND SETTER

This work shall consist of, but not limited to, the work and materials required to remove and replace multiple 5/8" single family meter boxes and setters. This work includes connecting the newly installed service lines to the new setter, as well as reconnecting the existing service line from the house to the new setter. Curb stop to be installed inside the new meter box. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-20, Standard Drawings MSCD-400.101, MSCD-400.102, and MSCD 400.109.

This item includes removing and disposing of existing meter boxes and setters. As well as procurement and installation of new meter boxes, lids, setters, and all parts necessary to connect the setter to service lines. See Standard Drawing MSCD-400.102 for parts and descriptions. The City Water Department will provide and install the meter once the setter is installed.

All disturbed areas and landscaping shall be returned to their original condition, fertilized, raked, and seeded per Engineering Specifications ES-23, ES-27, and ES-28. Grass seed, landscaping, shrubbery replacement, and labor are considered incidental to this pay item.

This item includes everything required to complete this work including, but not limited to labor, valves, fittings, boxes, setters, connections, materials, equipment, and all apparatuses.

Measurement and Payment:

Remove/replace 5/8" meter box and setter shall be paid per meter box/setter installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, dewatering, and incidentals necessary to perform the work for:

SP-2.14 REMOVE/REPLACE 5/8-INCH METER BOX AND SETTER.....EA

SP-3.1 INSTALL CATCH BASIN AND GRATE

This work shall consist of, but not limited to, the installation of City of Moscow standard catch basin and connection to any accompanying pipe. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-18, ES-19, ES-23, and the Standard Drawings MSCD-600.301 and MSCD-600.303 . Catch basins shall be placed in the flow line of the street.

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

Measurement and Payment:

Install catch basin and grate shall be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, frame and grate, backfill, connection to accompanying pipe, and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-3.1 INSTALL CATCH BASIN AND GRATEEACH

SP-4.1 1/2" SUPERPAVE HMA PAVEMENT (4")

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.

Paving for the Mountain View Road sections of the project shall be immediately placed after trenching is backfilled, or a temporary cold mix patch shall be immediately placed that will be considered incidental to this item. Once work has started on the Mountain View Road portion of the project, every effort shall be made to complete the work and reopen Mountain View Road as soon as possible.

Areas outside of the Mountain View Road section of the project may be left as compacted rock until permanent paving activities can be performed. No abrupt edges will be left along the street cut or in front of driveways, contractor will leave a compacted 18" tapered rock transition where necessary and will be considered incidental to this item.

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. Contractor is responsible for scheduling density testing of HMA placement.

This item includes everything required to complete this work including, but not limited to labor, 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 1/2" SUPERPAVE HMA PAVEMENT (4").....TON

SP-4.2 CONCRETE SIDEWALK

This work shall consist of, but not limited to, the installation of concrete sidewalk. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-11, ES-12, ES-14, and the Standard Drawings.

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

Measurement and Payment:

Concrete sidewalk shall be paid per square yard. Payment shall be as shown on the Contractor's Proposal and shall include base rock, excavation, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-4.2 CONCRETE SIDEWALK.....SY

SP-4.3 CONCRETE CURB (TYPE A)

This work shall consist of, but not limited to, the installation of concrete curb. The installation be in accordance with the Project Plans, Engineering Specifications ES-11, ES-12, ES-13, and the Standard Drawings.

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

Measurement and Payment:

Concrete curb shall be paid by the linear foot. Payment shall be as shown on the Contractor's Proposal and shall include excavation, base rock, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-4.3 CONCRETE CURB (TYPE A) LF

SP-5.1 CATCH BASIN INLET PROTECTION

This work consists of installing and maintaining inlet protection below or above, or as a prefabricated cover at each inlet grate prior to the beginning of any construction.

Below inlet grate devices shall be prefabricated units specifically designed for inlet protection and shall remain securely attached to the drainage structure when fully loaded with sediment and debris, or at the maximum level of sediment and debris specified by the manufacturer.

Above Inlet Grate devices may be silt fence, sandbags, or prefabricated units specifically designed for inlet protection. The device shall remain securely in place around the drainage Structure under all conditions.

Inlet Grate Cover devices shall be prefabricated units specifically designed for inlet protection and have the following features:

1. Be a sewn geotextile fabric unit fitted to the individual grate and completely enclosing the grate.
2. Have built-in lifting devices to allow manual access of the stormwater system.

Check dams or functionally equivalent devices may be used as inlet protection devices with the approval of the Engineer.

Measurement and Payment

Measurement and payment for Catch Basin Inlet Protection will be per each installed as shown on the Contractor's Proposal for all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-5.1 CATCH BASIN INLET PROTECTION.....EA

SP-5.2 TRAFFIC CONTROL

Traffic control for this project will require multiple street closures throughout the project area. Local access shall remain open for residents within the closure area with a hard closure utilized in the immediate work area. Detour routes shall be provided for all street closures. Driveway access shall remain open throughout project, except for short duration closures when necessary.

All driveways to be accessible during non-work hours. Traffic control shall follow the progression of the project, with areas where pipework and backfill have been completed to be reopened to traffic until paving.

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 shall provide a Traffic Control Plan prepared by a Traffic Control Supervisor maintaining access for side streets and driveways throughout the project except for necessary short term closures.

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-5.2 TRAFFIC CONTROL.....LS

SP-5.3 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.

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-5.3 MOBILIZATIONLS

APPENDIX I

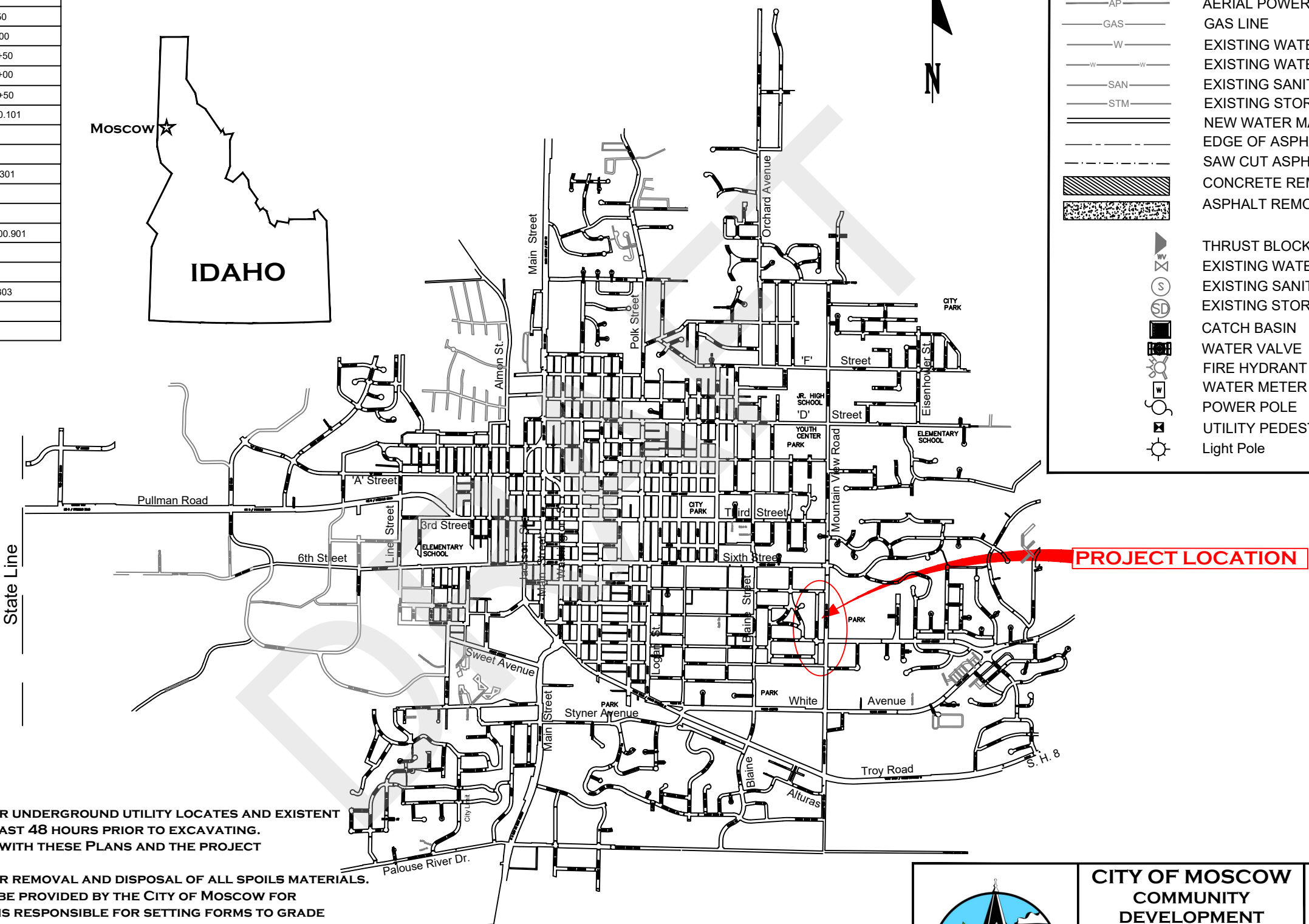
Construction Plans

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3	WATER MAIN PLAN AND PROFILE STA: 2+50 - 5+00
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9	WATER SERVICE CONNECTIONS STD #MSCD-400.101
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19	CLASS F BACKFILL STD MSCD-300.103
20	CLASS A BACKFILL STD MSCD-300.101

CAMAS STREET WATER MAIN REPLACEMENT

PROJECT NO. 113-025

LEGEND	
	RIGHT OF WAY
	UNDERGROUND FIBER OPTIC
	UNDERGROUND POWER
	AERIAL POWER
	GAS LINE
	EXISTING WATER LINE
	EXISTING WATER SERVICE LINE
	EXISTING SANITARY SEWER
	EXISTING STORM DRAIN
	NEW WATER MAIN
	EDGE OF ASPHALT
	SAW CUT ASPHALT
	CONCRETE REMOVAL/REPLACE
	ASPHALT REMOVAL & REBUILD
	THRUST BLOCK
	EXISTING WATER VALVE
	EXISTING SANITARY MANHOLE
	EXISTING STORM MANHOLE
	CATCH BASIN
	WATER VALVE
	FIRE HYDRANT
	WATER METER
	POWER POLE
	UTILITY PEDESTAL
	Light Pole



GENERAL NOTES:

- 1. THE CONTRACTOR IS RESPONSIBLE FOR UNDERGROUND UTILITY LOCATES AND EXISTENT DEPTH VERIFICATION. CALL 811 AT LEAST 48 HOURS PRIOR TO EXCAVATING.
- 2. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS AND THE PROJECT SPECIFICATIONS.
- 3. THE CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL SPOILS MATERIALS.
- 4. INITIAL CONSTRUCTION STAKING WILL BE PROVIDED BY THE CITY OF MOSCOW FOR HORIZONTAL CONTROL. CONTRACTOR IS RESPONSIBLE FOR SETTING FORMS TO GRADE USING THE ELEVATIONS SHOWN IN THESE PLANS.
- 5. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR RESIDENCES AND BUSINESSES SERVED BY AFFECTED STREETS AND SHALL COORDINATE AND COMMUNICATE ALL WORK SCHEDULING WITH THE AFFECTED RESIDENCES AND BUSINESSES.
- 6. THE CONTRACTOR SHALL COMPLETE THIS PROJECT AS EXPEDITIOUSLY AS POSSIBLE IN ORDER TO MINIMIZE THE IMPACT ON ADJACENT RESIDENCES AND BUSINESSES.
- 7. THE CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC AND PEDESTRIAN CONTROL AND SHALL COMPLY WITH ALL OF THE REQUIREMENTS OF THE MUTCD.

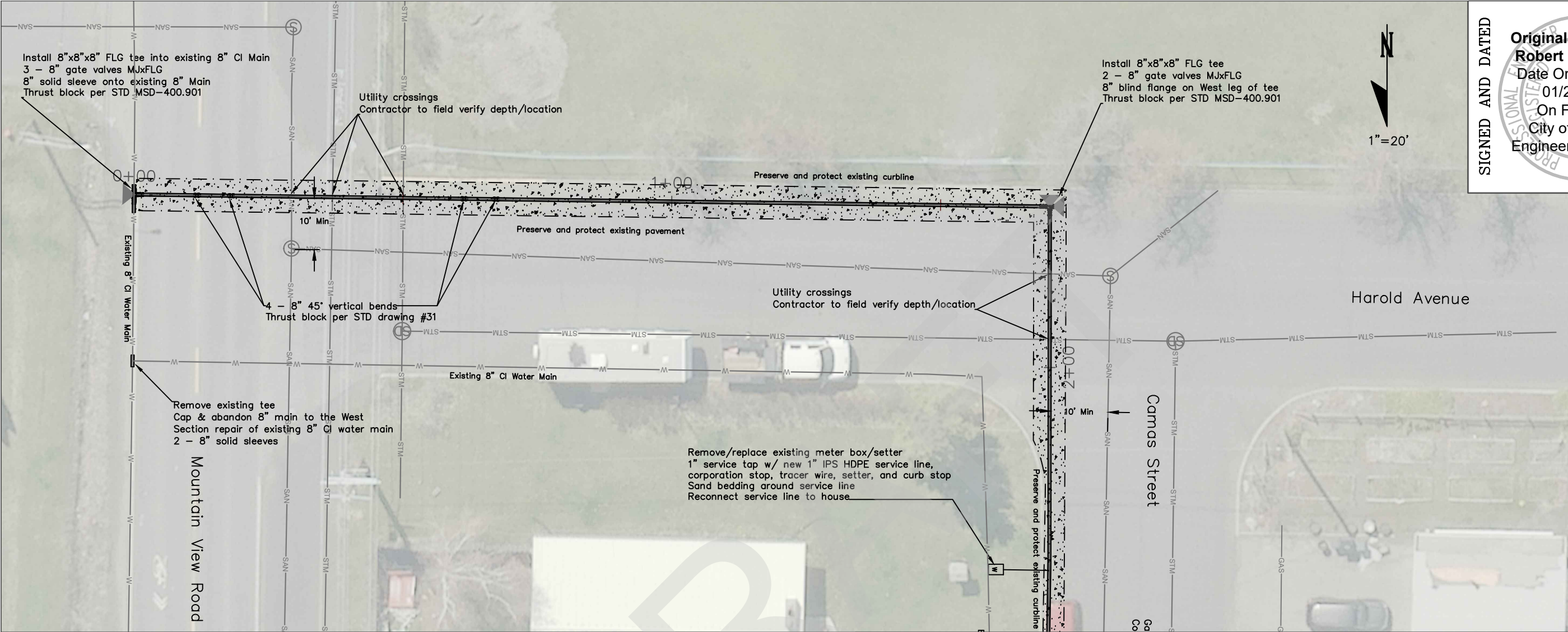


CITY OF MOSCOW
COMMUNITY DEVELOPMENT

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

CITY ENGINEER
SCOTT BONTRAGER

Original Signed By:
Robert H. Buvel III
Date Original Sign: 01/24/2025
On File With:
City of Moscow
Engineering Division



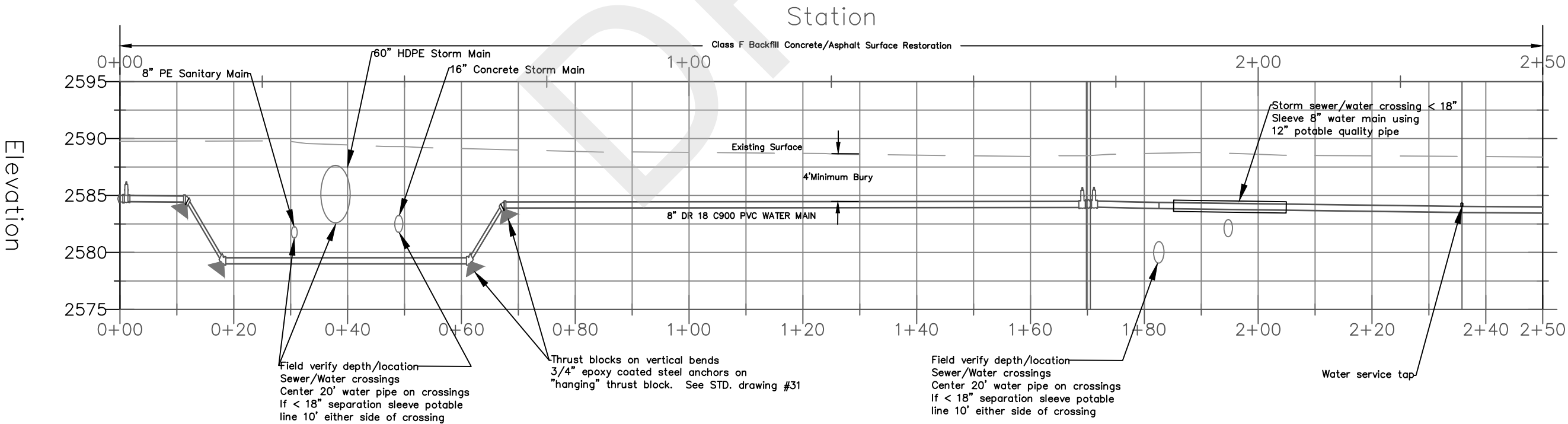
SIGNED AND DATED

Original Signed By:
Robert H. Buvel III
Date Original Sign
01/24/2025
On File With:
City of Moscow
Engineering Division

CHK'D. BY:	
DRAWN BY:	KR
DATE:	1/25
Job No.:	113-025

CAMAS STREET
WATER MAIN
PLAN & PROFILE

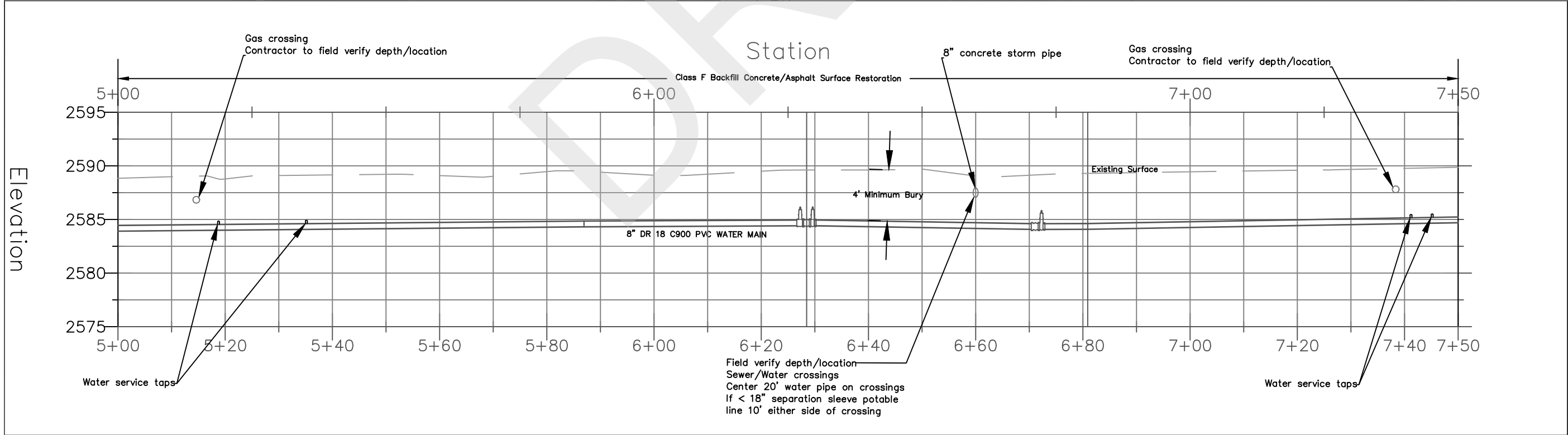
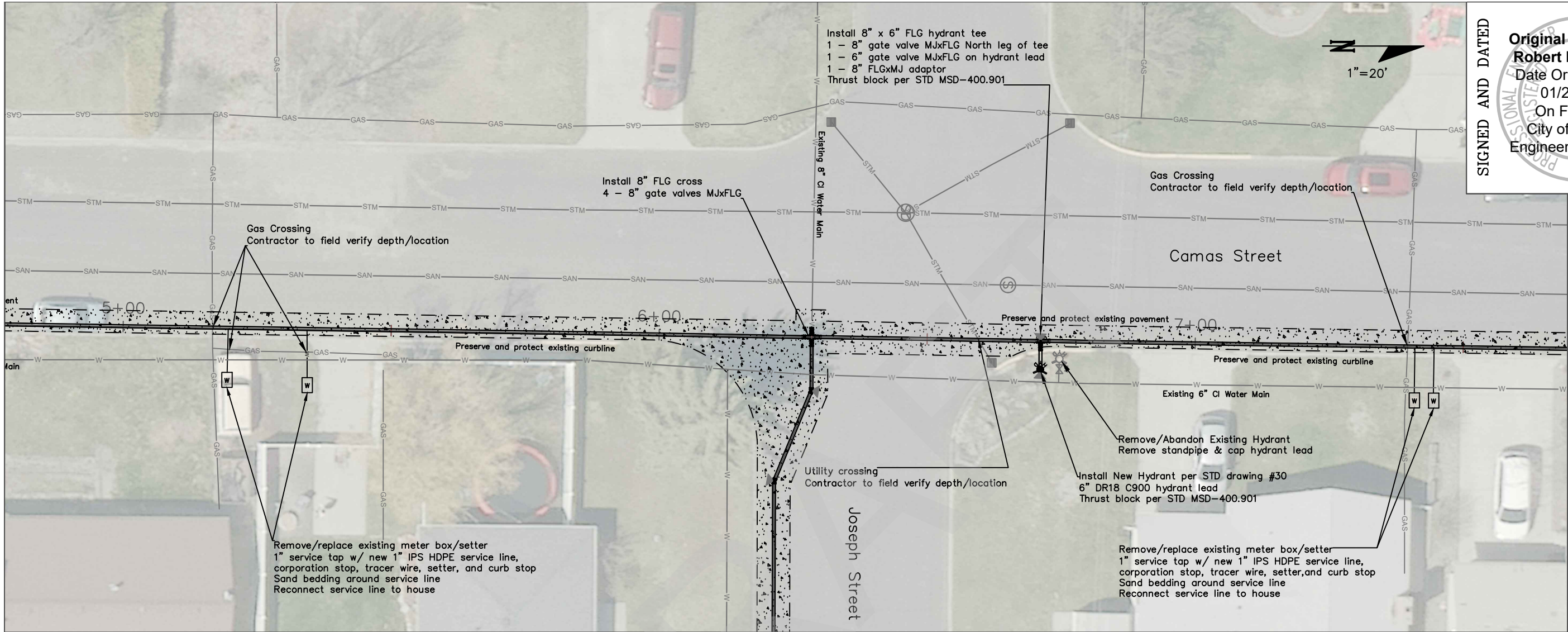
PROJECT NO. 113-025



SCALE: 1" = 20' H 1" = 10' V
DATE: 1/25
DRAWN BY: K. RAINER
CHK'D. BY: B. BUVEL

CITY OF MOSCOW
ENGINEERING DEPARTMENT
MOSCOW, IDAHO

SHEET 2



SIGNED AND DATED

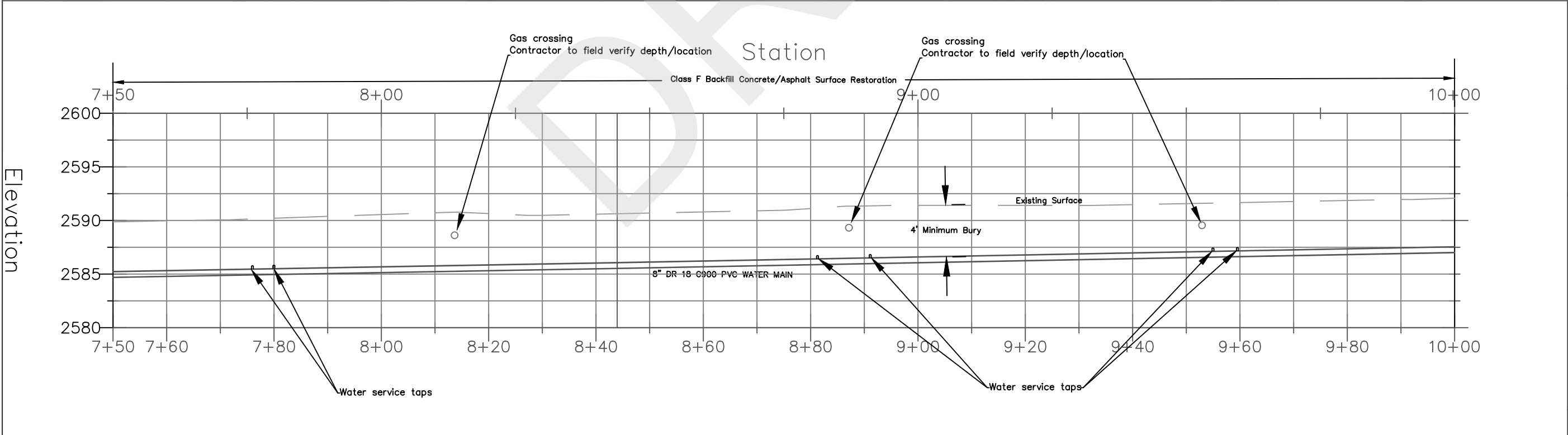
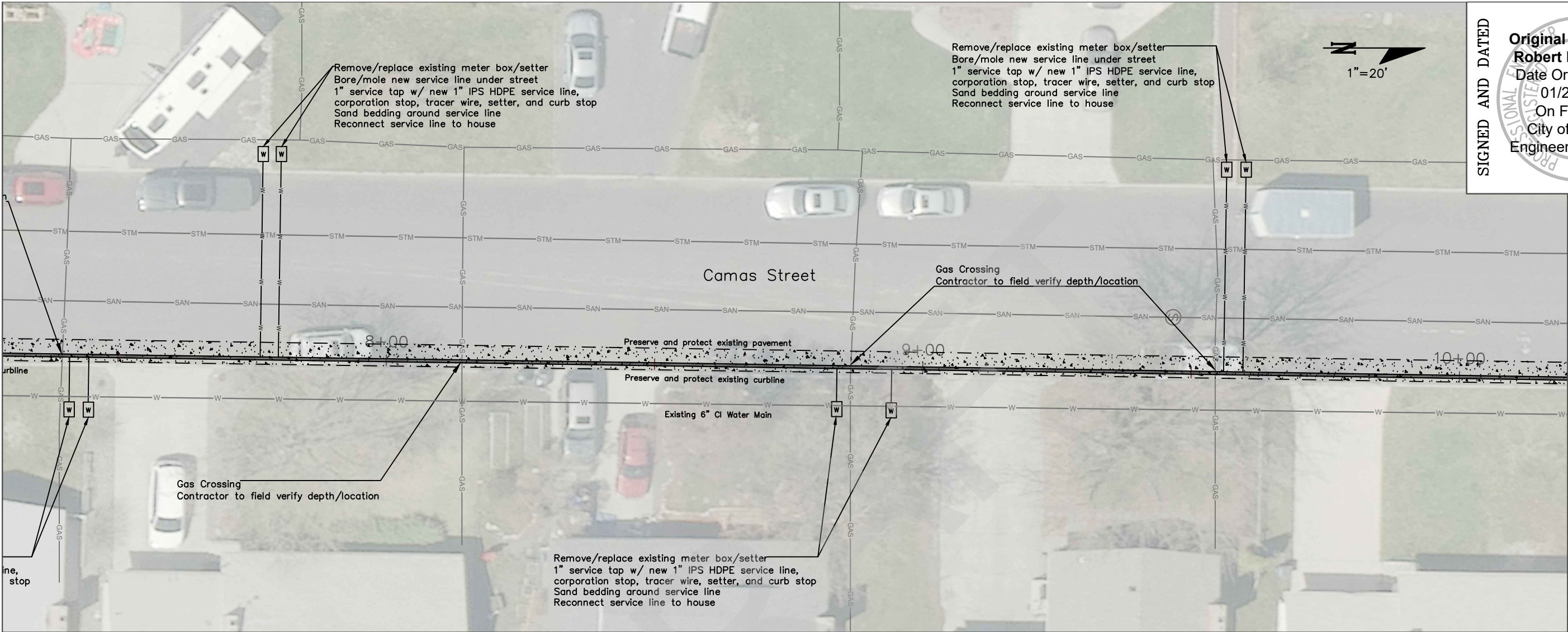
Original Signed By:
Robert H. Buvel III
Date Original Sign:
01/24/2025
On File With:
City of Moscow
Engineering Division

CHK'D. BY:	
DRAWN BY:	
DATE:	1/25
BY:	KR
Job No.:	113-025

CAMAS STREET
WATER MAIN
PLAN & PROFILE
PROJECT NO. 113-025

SCALE: 1" = 20' H 1" = 10' V
DATE: 1/25
DRAWN BY: K. RAINER
CHK'D BY: B. BUVEL

CITY OF MOSCOW
ENGINEERING DEPARTMENT
MOSCOW, IDAHO



SIGNED AND DATED

Original Signed By:
Robert H. Buvel III
Date Original Sign
01/24/2025
On File With:
City of Moscow
Engineering Division

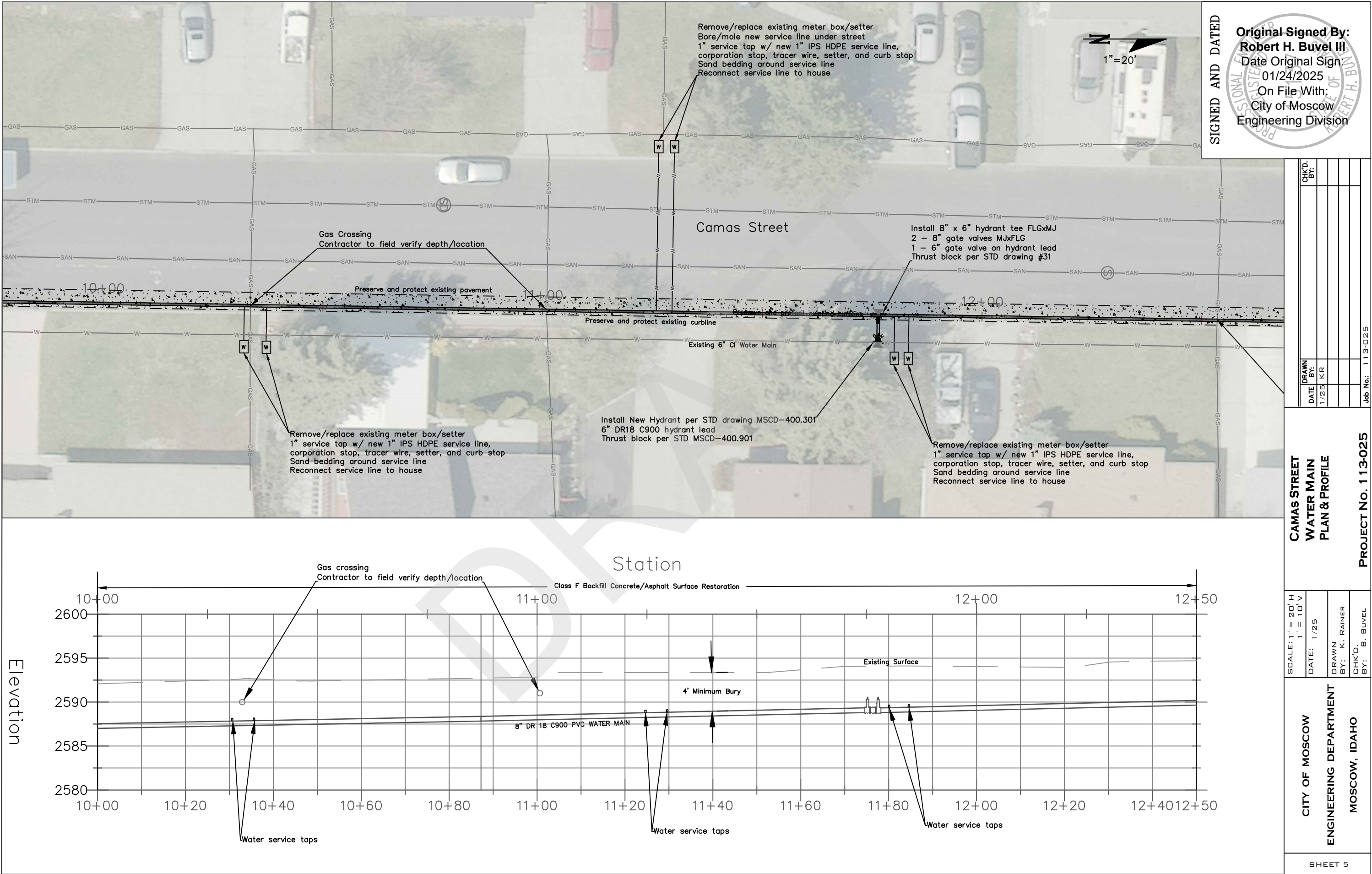


CHK'D. BY:	
DRAWN BY:	KR
DATE:	1/25
Job No.:	113-025

CAMAS STREET
WATER MAIN
PLAN & PROFILE
PROJECT NO. 113-025

SCALE: 1" = 20' H 1" = 10' V
DATE: 1/25
DRAWN BY: K. RAINER
CHK'D. BY: B. BUVEL

CITY OF MOSCOW
ENGINEERING DEPARTMENT
MOSCOW, IDAHO



SIGNED AND DATED

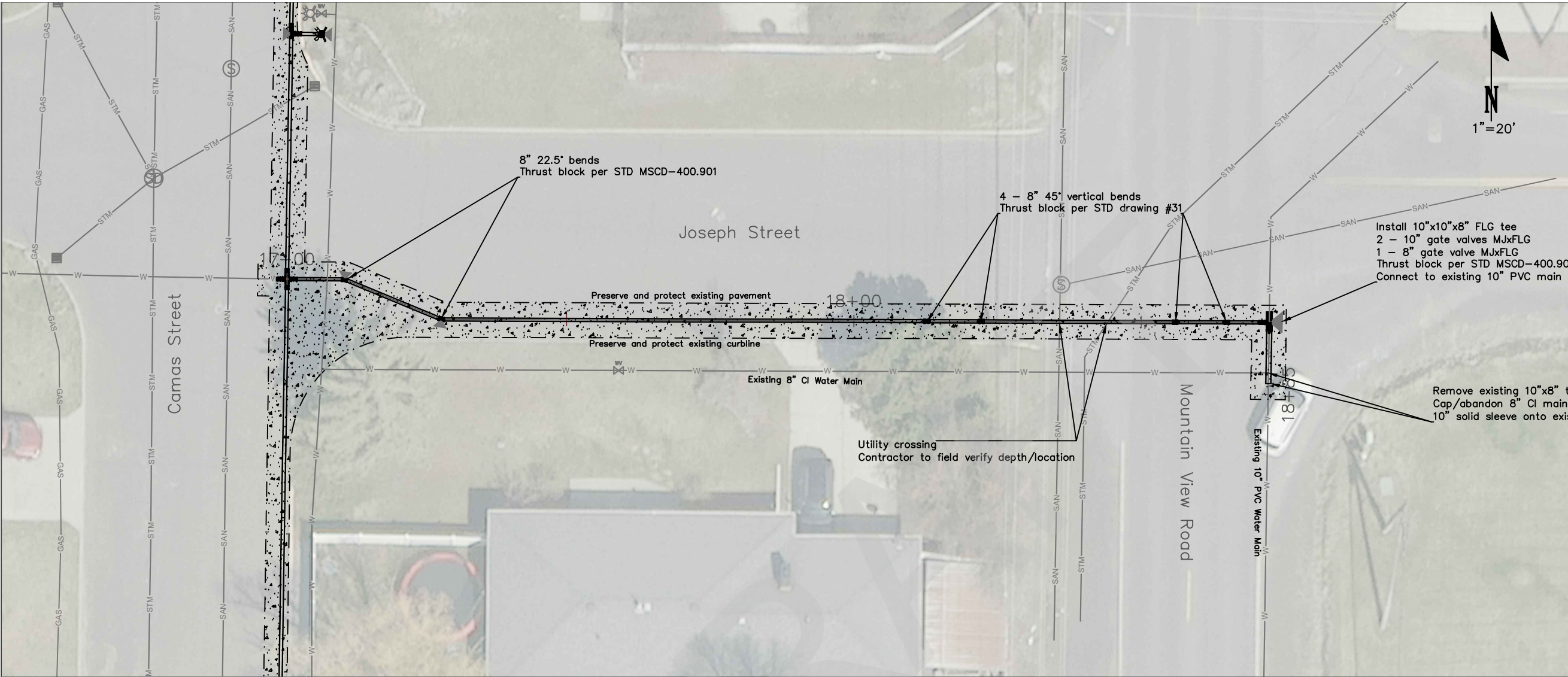
Original Signed By:
Robert H. Buvel III
Date Original Sign
01/24/2025
On File With:
City of Moscow
Engineering Division

CHK'D. BY:	
DRAWN BY:	
DATE	1/25
BY:	KR
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CAMAS STREET
WATER MAIN
PLAN & PROFILE
PROJECT NO. 113-025

SCALE: 1" = 20' H 1" = 10' V
DATE: 1/25
DRAWN BY: K. RAINER
CHK'D. BY: B. BUVEL

CITY OF MOSCOW
ENGINEERING DEPARTMENT
MOSCOW, IDAHO



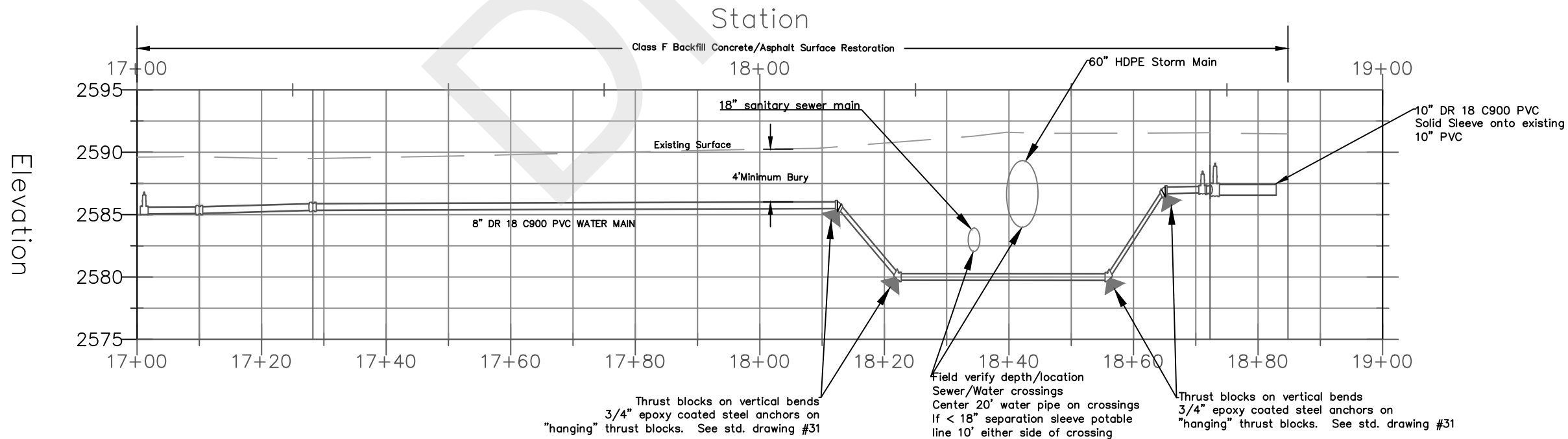
SIGNED AND DATED

Original Signed By:
Robert H. Buvel III
Date Original Sign:
01/24/2025
On File With:
City of Moscow
Engineering Division

CHK'D. BY:	
DRAWN BY:	KR
DATE:	1/25
Job No.:	113-025

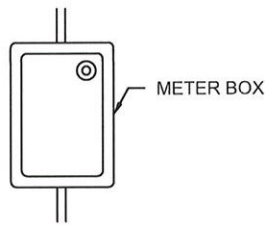
CAMAS STREET
WATER MAIN
PLAN & PROFILE

PROJECT NO. 113-025



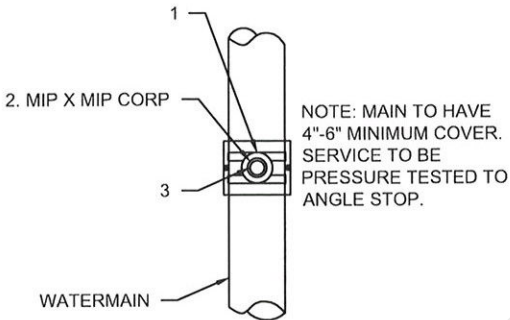
SCALE: 1" = 20' H 1" = 10' V	DATE: 1/25	DRAWN BY: K. RAINER	CHK'D BY: B. BUVEL
CITY OF MOSCOW ENGINEERING DEPARTMENT MOSCOW, IDAHO			
SHEET B			

WATER SERVICE METER VAULT

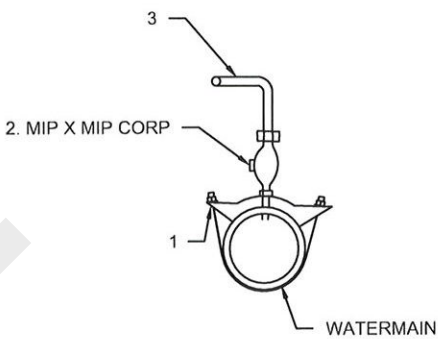


PLAN VIEW

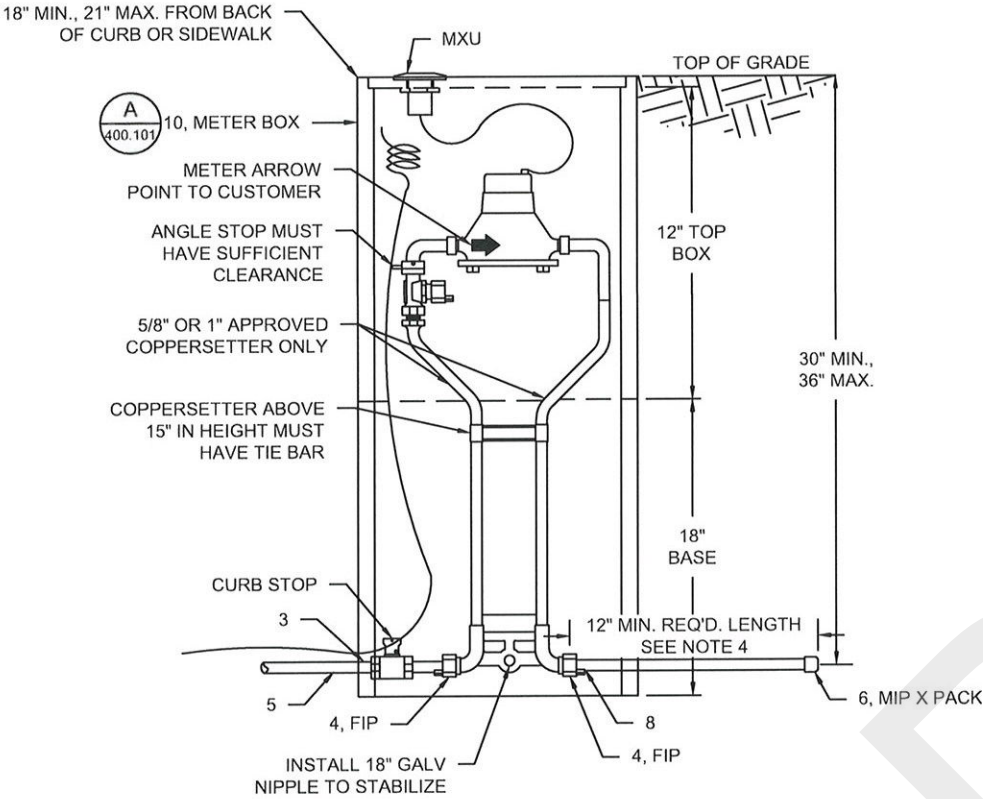
APPROVED TAPPING METHOD



TOP VIEW



SIDE VIEW



SIDE VIEW

APPROVED TAPPING METHOD AND PARTS		
ITEM No.	No. REQ'D.	DESCRIPTION
1	1	1" ROMAC DOUBLE STAINLESS STEEL STRAP SERVICE SADDLE
2	1	1" IPS X 1" POLY PACK JOINT BRONZE CORPORATION STOP
3	1	5/8" OR 1" X REQ'D. LENGTH - USE PIPE SIZE, 250 PSI POLYETHYLENE SERVICE LINE
4	1	5/8" OR 1" IPS X 5/8" OR 1" POLY BRASS PACK JOINT ADAPTER
5	1	5/8" OR 1" X MIN. 12" LONG BRASS OR POLY PIPE AS APPROVED BY CITY ENGINEER - BRASS PIPE BACK SIDE
6	1	5/8" OR 1" PVC CAP
7	1	5/8" OR 1" APPROVED NSF-61 COMPLAINT COPPERSETTER, ALL COMPONENTS
8	2	5/8" OR 1" POLY INSERTS, WHERE NEEDED
9	1	OLDCASTLE 1730 BOX. BOX WILL CONSIST OF 1-18" BOTTOM AND 1-12" TOP SECTION.
10	1	POLYMER COMPOSITE LID-FL36-MULTI SKU. CHECK LID FOR MXU.
ALL MATERIALS USED IN CONTACT WITH POTABLE WATER SHALL BE NSF-61 COMPLIANT.		

- NOTES:
- THE INTENT OF THIS DRAWING IS TO ESTABLISH DISTINCTION BETWEEN WHICH WATER SERVICE MATERIALS ARE AT THE RESPONSIBILITY OF THE DEVELOPER.
 - STABILIZER BAR MUST BE USED FOR SETTINGS HAVING GALVANIZED PIPE ON BOTH FRONT AND BACK SIDES.
 - NO PRIVATE CONNECTIONS OR FITTINGS ALLOWED INSIDE THE METER BOX.
 - POLY OR BRASS PIPE MUST EXTEND TO THE BACK OF SIDEWALK IF METER IS WITHIN GREEN STRIP. OTHERWISE, PIPE MUST EXTEND TO CITY-OWNED SIDE OF SIDEWALK AS PER MSCD-400.101.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS. CITY SHALL PERFORM WATER MAIN TAPPING AND INSTALLATION OF SERVICE SADDLE AND CORPORATION STOP.
 - METER BOX SETUP SHALL CONSIST OF THE FOLLOWING:
 - LID.
 - 12" TOP BOX SECTION.
 - 18" BASE SECTION.

(A) 5/8" AND 1" METER VAULT

REVISIONS

DESCRIPTION

DATE

SIGNED AND DATED



DRAFTED BY:

CHECKED BY:

DRAWING SCALE:

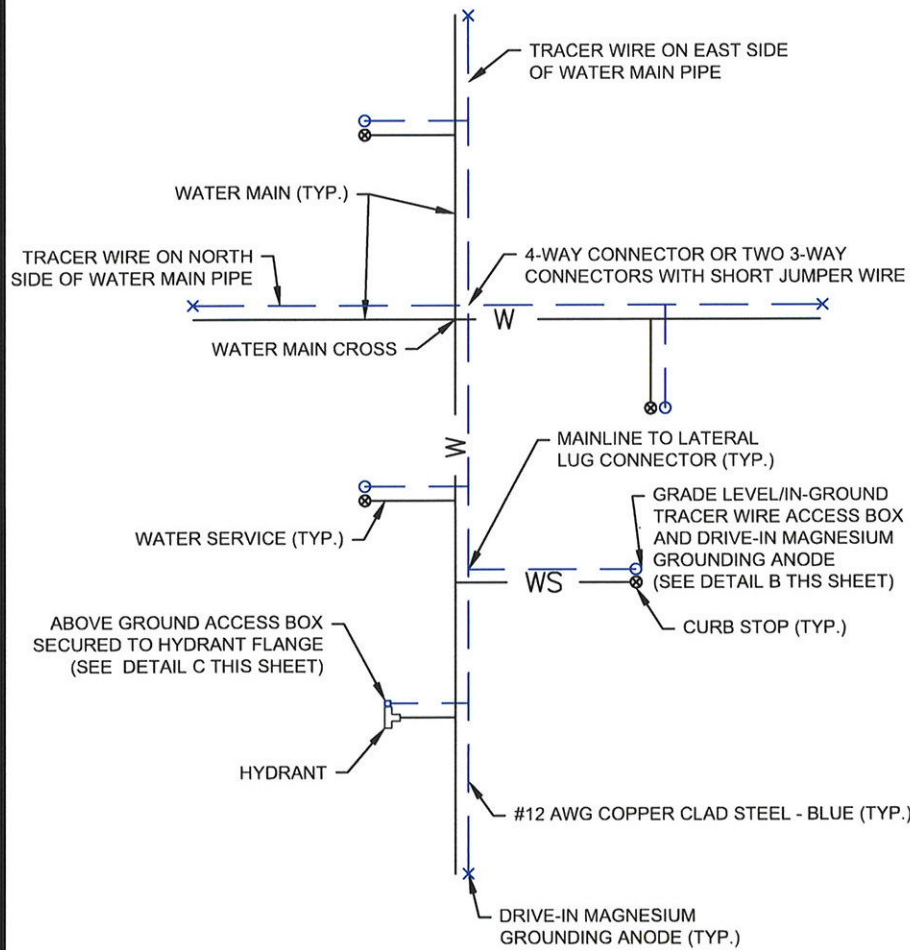
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DATE: 4/16/24

5/8" AND 1" WATER
SERVICE METER VAULT

CITY OF MOSCOW
ENGINEERING DEPARTMENT

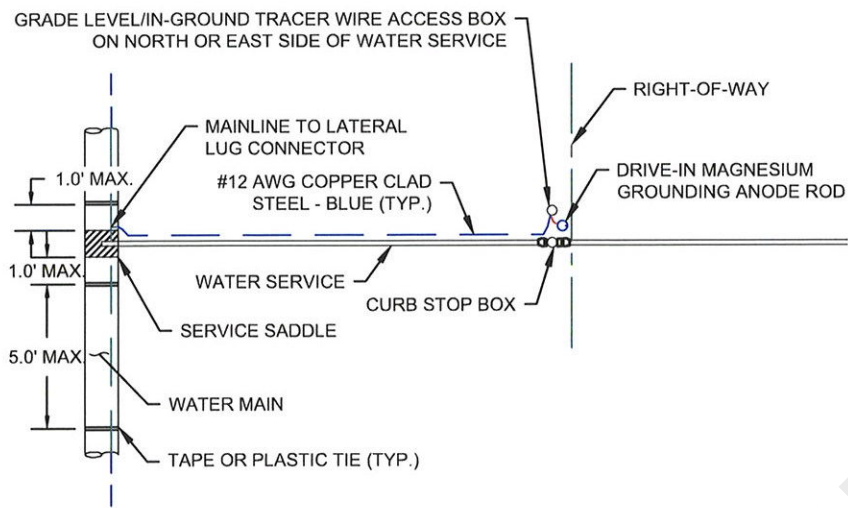
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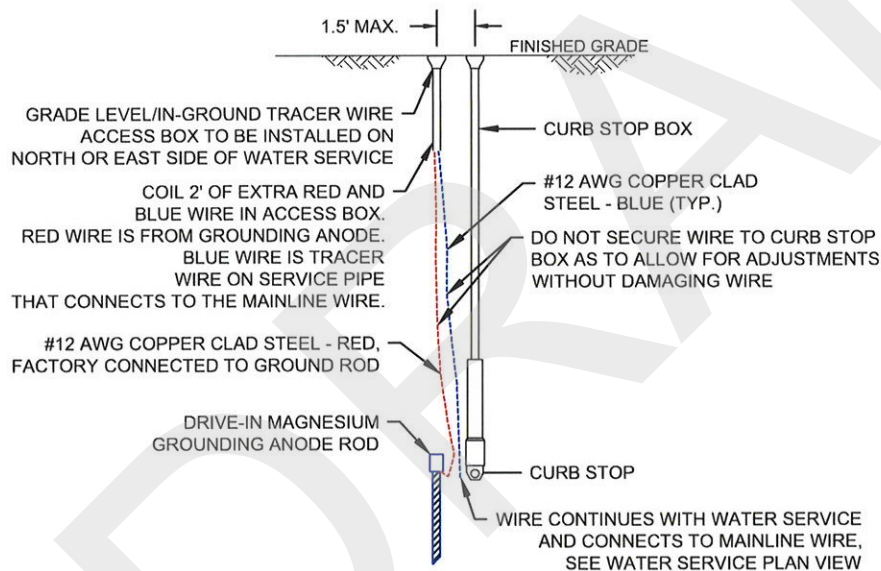
SAMPLE WATER PLAN NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

Ⓐ TRACER WIRE SAMPLE WATER PLAN



TRACER WIRE WATER SERVICE PLAN VIEW

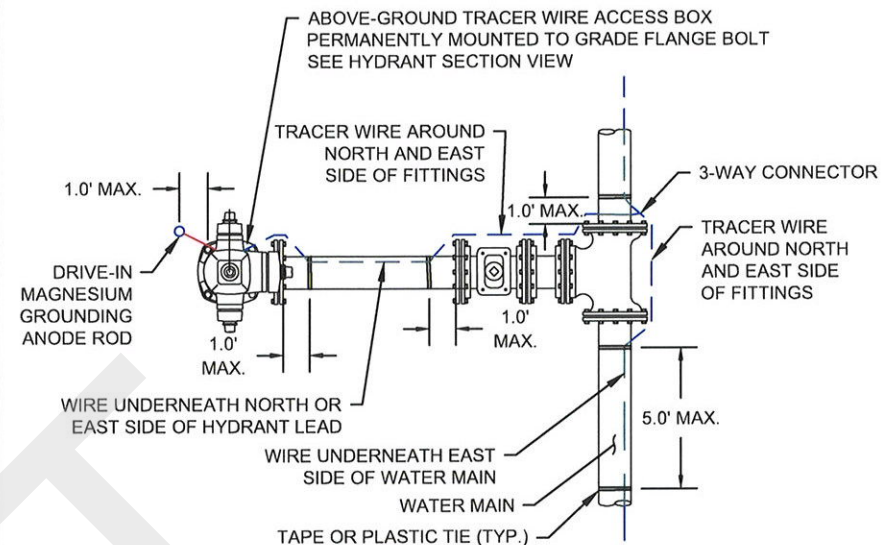


TRACER WIRE WATER SERVICE SECTION VIEW

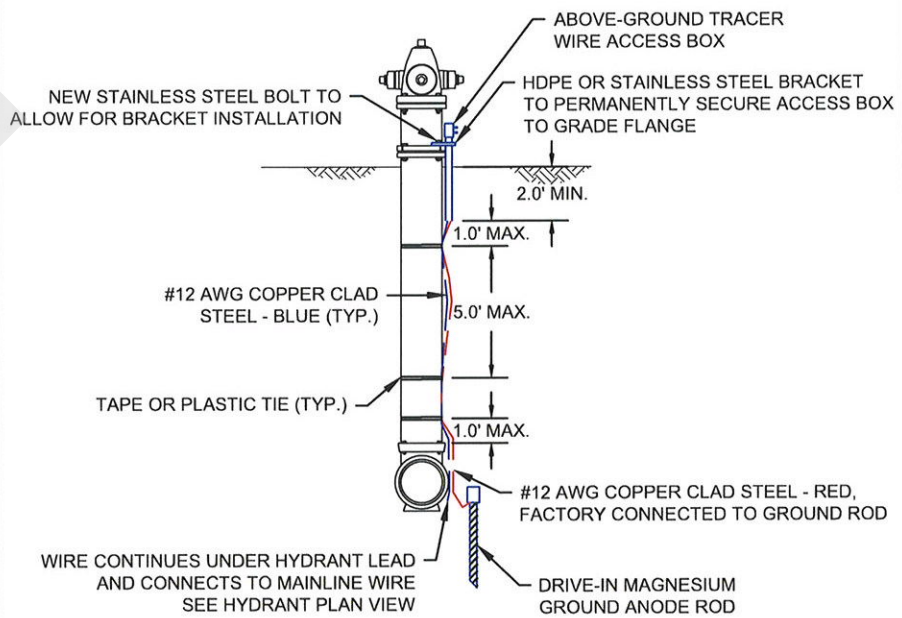
WATER SERVICE NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

Ⓑ TRACER WIRE WATER SERVICE DETAIL



TRACER WIRE HYDRANT PLAN VIEW



TRACER WIRE HYDRANT SECTION VIEW

Ⓒ TRACER WIRE HYDRANT DETAIL

REVISIONS	DESCRIPTION	
	DATE	

SIGNED AND DATED

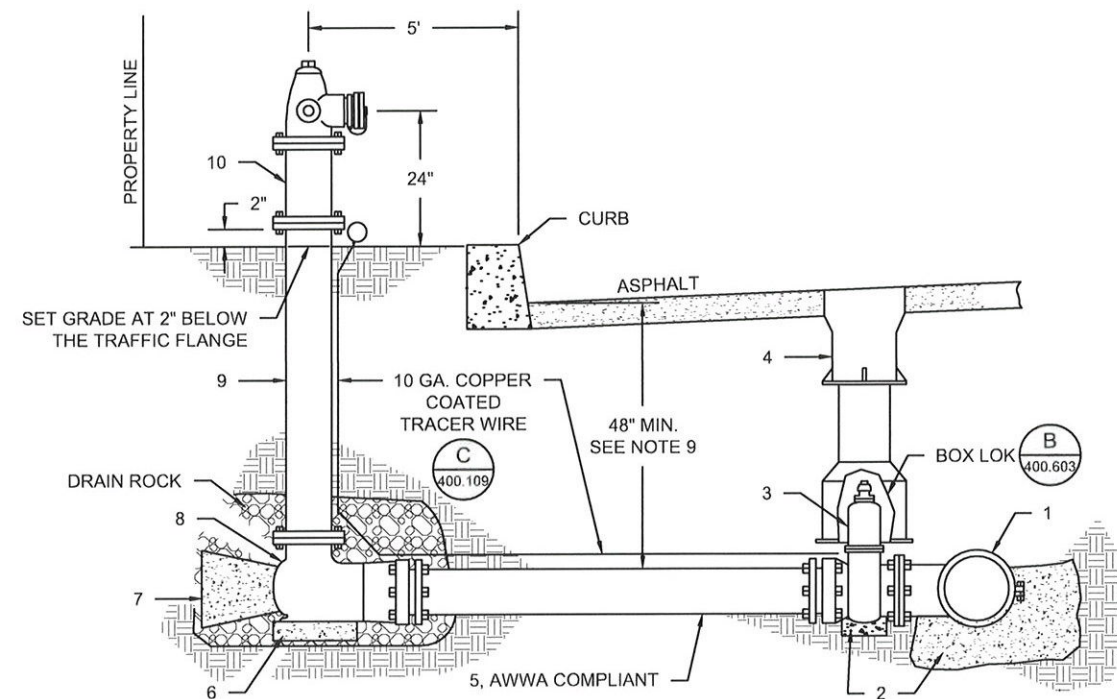
PROFESSIONAL ENGINEER
LICENSED
15137
1/24/25
Robert H. Buvel, III
STATE OF IDAHO

DRAFTED BY:	CHECKED BY:	DRAWING SCALE: NTS	DATE: 3/27/24
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TRACER WIRE
(WATER)

CITY OF MOSCOW
ENGINEERING DEPARTMENT

DRAWING NUMBER:
MSCD-400.109



NOTES:

CURRENT ACCEPTED FIRE HYDRANTS (ONLY)

1. 5-1/4" WATEROUS PACER (WITH 24" STANDPIPE)
2. STORZ ADAPTER MOUNTED BY MANUFACTURER
3. ALL FIRE HYDRANTS SHALL BE PRESSURE TESTED, DISINFECTED, FLUSHED AND SAMPLED PRIOR TO PLACING IN SERVICE.
4. FIRE HYDRANT MUST BE LEVEL AND PLUMB.
5. CORRECT BURY DEPTH SHALL BE USED FOR NEW INSTALLATIONS. ALL EXTENSIONS TO HAVE PRIOR APPROVAL BY CITY WATER DEPT.
6. TRACER WIRE TO BE A MAXIMUM OF 2" ABOVE FINAL GRADE AND SHALL NOT BE TIED TO HYDRANT AT FINISH OF PROJECT.
7. WRAP ALL FITTINGS WITH 6 MIL PLASTIC PRIOR TO POURING THRUST BLOCKS.
8. EXISTING WATER MAIN DEPTH MAY VARY FROM 48" MINIMUM.

FIRE HYDRANT SETTINGS

- A. FIRE HYDRANTS SHALL BE SET SQUARE TO CLOSEST CURB.
- B. ALL PORT CAP CHAINS SHALL BE ATTACHED TO CAPS AND HYDRANT.
- C. ALL FIRE HYDRANTS SHALL BE SAFETY CHROME RED ONLY!
- D. ALL FIRE HYDRANTS SHALL BE A MINIMUM OF 5' FROM DRIVEWAYS OR OTHER FIXED OBSTRUCTIONS.
- E. BOLLARDS MAY BE REQUIRED FOR ADDITIONAL PROTECTION BY FIRE DEPT.
- F. LIVE TAPS ONLY WHEN ATTACHING TO EXISTING WATERMAINS.
- G. NO MORE THAN ONE (1) SPACER IS ALLOWED.
- H. ALL HYDRANTS SHALL HAVE FIVE (5) FEET RADIUS OF CLEARANCE AROUND THEM, INCLUDING FROM RETAINING WALLS.

5-1/4" WATEROUS PACER SPECIFICATIONS

- 6" DRY-BARREL FIRE HYDRANT SUITABLE FOR A 5' TRENCH
- 6" MECHANICAL JOINT BOTTOM CONNECTION
- USE RESTRAINED BELL CONNECTIONS ON HYDRANT SERVICES REQUIRING MORE THAN ONE (1) LENGTH OF PIPE.
- 1-1/2" PENTAGON OPERATING NUT, OPEN LEFT
- TWO 2-1/2" HOSE NOZZLES INTEGRAL STORZ DDP.
- ONE PUMPER NOZZLE 5" STORZ PORT DDP.
- HYDRANT COLOR - FACTORY PAINTED RED.
- 150 LBS W.W.P., 300 LBS, WTP.
- MODERN PROFILE TYPE

ITEM No.	No. REQ'D.	DESCRIPTION
1	1	MAIN SIZE MJ X 6" FLANGE CAST IRON TEE OR DIRECT TAP SADDLE
2	1	CONCRETE BLOCKING PER MSCD-400.901 AND AWWA M17
3	1	6" FLANGE X MJ GATE VALVE
4	1	TYLER CAST IRON VALVE BOX W/ LID. SERIES 6855, OR APPROVED EQUAL.
5	1	6" C900 PVC PIPE X REQ'D. LENGTH, OR APPROVED EQUAL
6	1	CONCRETE BLOCKING - 12" WIDE X 12" LONG X 4" THICK
7	1	CONCRETE BLOCKING PER MSCD-400.901 AND AWWA M17
8	1	BASE
9	1	EXTENSION - SIZED AS NEEDED FOR CORRECT BURY DEPTH
10	1	FIRE HYDRANT - 5 1/4 WATEROUS PACER TRAFFIC MODEL OR MUELLER CENTRUION MODEL 200

NOTES: NUMBERS 8-10 COME PRE-ASSEMBLED AS ONE UNIT. ONLY NEW ASSEMBLIES WILL BE USED TO REPLACE OR RELOCATE AN EXISTING HYDRANT.

(A) STANDARD FIRE HYDRANT

DRAWING NUMBER:
MSCD-400.301

**TYPICAL 6"
HYDRANT SETTING**

CITY OF MOSCOW
ENGINEERING DEPARTMENT

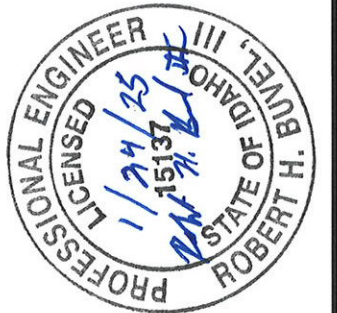
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DATE: 3/27/24

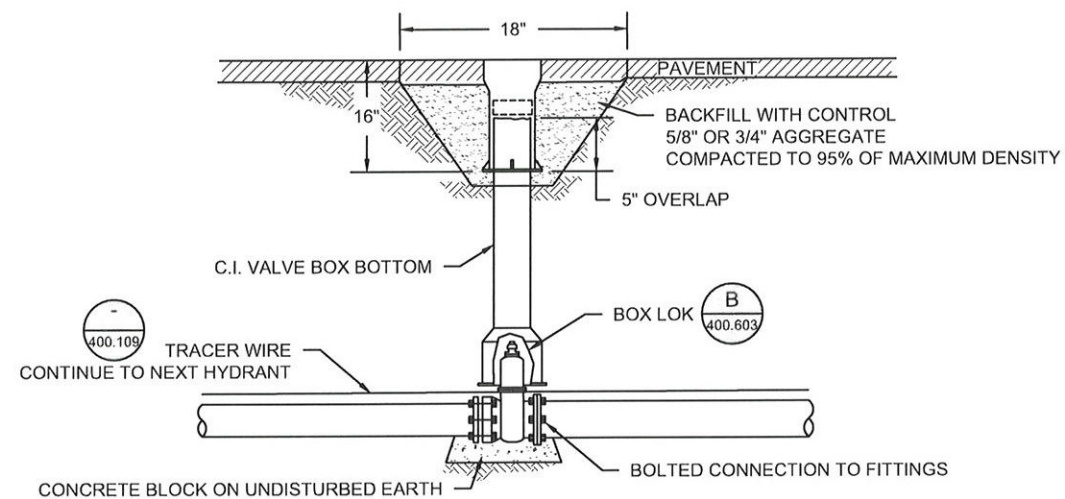
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REVISIONS

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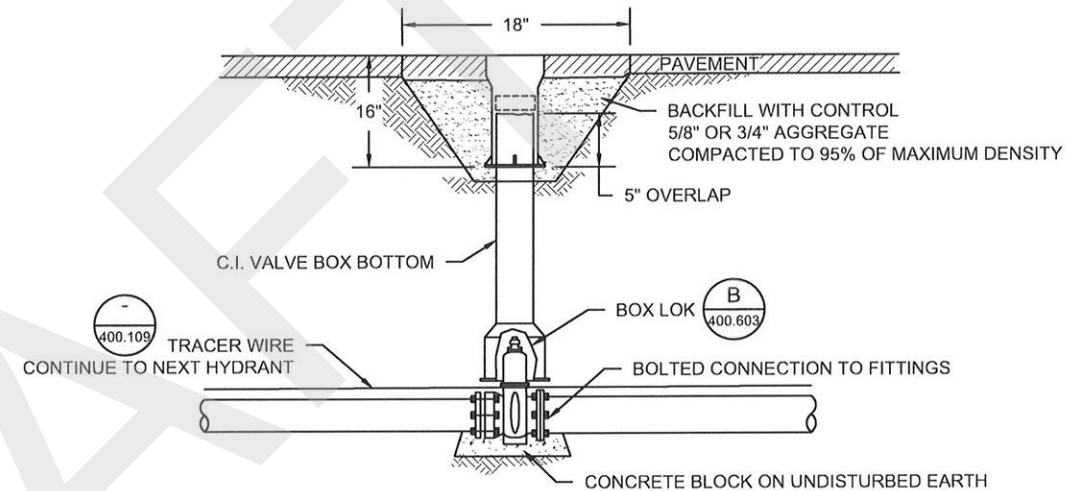
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NOTES:

1. TYLER CAST IRON VALVE BOX 6855 HD, WITH NO FLIP "WATER" HEAVY LID
2. 16" X 6 1/8" ID TO SLIP OVER C.I. VALVE BOX BOTTOM SECTION.
3. THE USE OF RISER LESS THAN 6 INCHES ARE NOT ALLOWED.
4. PROVIDE KEY, NO EXTENSIONS.
5. BELL JOINTS WITHIN 10 FEET OF VALVE TO BE RESTRAINED.

(A) GATE VALVE



NOTES:

1. TYLER CAST IRON VALVE BOX 6855 HD, WITH NO FLIP "WATER" HEAVY LID
2. 16" X 6 1/8" ID TO SLIP OVER C.I. VALVE BOX BOTTOM SECTION.
3. THE USE OF RISER LESS THAN 6 INCHES ARE NOT ALLOWED.
4. PROVIDE KEY, NO EXTENSIONS.
5. BELL JOINTS WITHIN 10 FEET OF VALVE TO BE RESTRAINED.

(B) BUTTERFLY VALVE

DRAWING NUMBER:
MSCD-400.601

VALVES

CITY OF MOSCOW
ENGINEERING DEPARTMENT

DRAFTED BY:

CHECKED BY:

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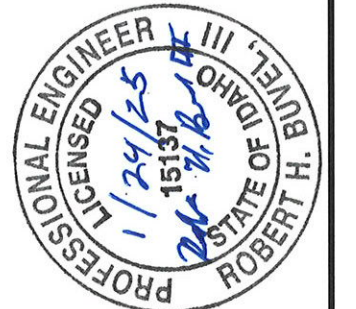
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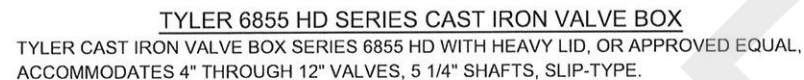
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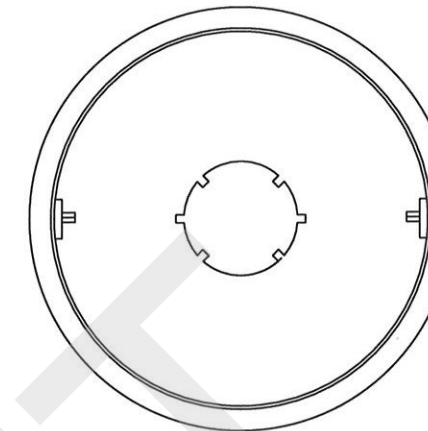




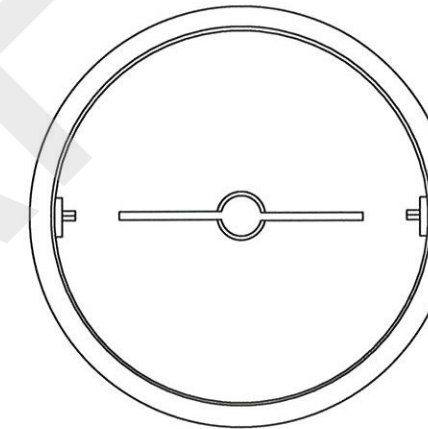
1. TRACER WIRE INSTALLATION PER MSD-400.109 AND ISPCW MOSCOW SUPPLEMENTAL SECTION 2000.
2. ALL FIRE LINES MUST USE SEPARATE LID FOR DEDICATED FIRE LINES.
3. THE USE OF VALVE STACK RISER LESS THAN 6 INCHES IS NOT ALLOWED.

BOX COMPLETE EXTENSION		TOP SECTION WITH LID		BOTTOM SECTION	
LENGTH	WEIGHT	LENGTH	WEIGHT	LENGTH	WEIGHT
40"-51"	90 LBS	16"	45 LBS	36"	45 LBS

(A) TYPICAL VALVE BOX



BOX LOK TYPE 1



BOX LOK TYPE 2

NOTES:

1. ALL BOX LOK PRODUCTS ARE DESIGNED AS A CENTERING DEVICE.
2. THESE UNITS SHOULD ONLY BE USED INSIDE THE VALVE BOX, OR ANOTHER GENERALLY ACCEPTED UNIT, TO ACHIEVE OPERATING NUT ACCESS ON THE VALVE.
3. THE BOX LOK SHOULD NOT BE USED IN A SITUATION WHERE A VERTICAL LOAD IS PLACED ON BOX LOK. THIS WILL CAUSE THE UNIT TO BIND THE OPERATING NUT.
4. CONSULT MANUFACTURER'S SPECIFICATIONS FOR USAGE OF TYPE 1 OR TYPE 2. TYPE SPECIFIED WILL DEPEND ON THE SIZE AND VALVE MANUFACTURE.
5. BOX LOK SHALL BE TRUMBULL MODEL 1 OR 2 ITEM No. 367-4850 OR 367-4851.

ⓑ BOX LOK

VALVE BOX	DRAFTED BY:		SIGNED AND DATED	
	CHECKED BY:		DATE	REVISIONS
	DRAWING SCALE: NTS			
	DATE: 3/27/24			
	CITY OF MOSCOW			
	ENGINEERING DEPARTMENT			
DRAWING NUMBER: MSCD-400.603				

THRUST BLOCK NOTES:

1. CONCRETE STRENGTH f'_c = 3000 PSI AT 28 DAYS, POURED AGAINST UNDISTURBED EARTH.

2. STANDARD THRUST BLOCKING IS BASED ON THE FOLLOWING ASSUMPTIONS AND LIMITATIONS. IF THESE CONDITIONS ARE NOT MET, SPECIAL DESIGN IS REQUIRED:
a) TEST PRESSURE (WORKING + SURGE) IS 250 PSI OR LOWER.
b) DEPTH FROM FINISHED GRADE TO TOP OF PIPE ASSUMED TO EQUAL 4'-0" OR DEEPER.
c) ELEVATION OF GROUNDWATER TABLE ASSUMED TO BE BELOW BOTTOM OF THE BLOCK.
3. IF SOIL CONDITIONS ARE SOFT OR ORGANIC, A SPECIAL DESIGN IS REQUIRED AND SHOULD BE SUBMITTED TO THE CITY FOR REVIEW.

4. FOR LARGER PIPE DIAMETERS, SEE DRAWINGS FOR SPECIAL DETAILS.

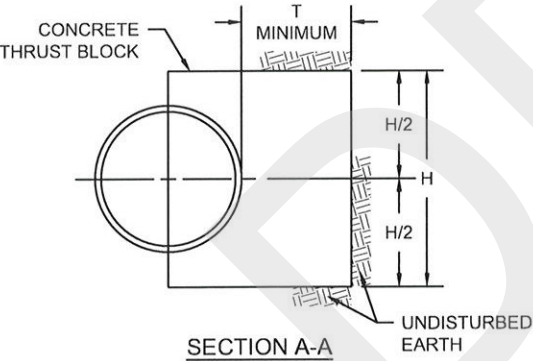
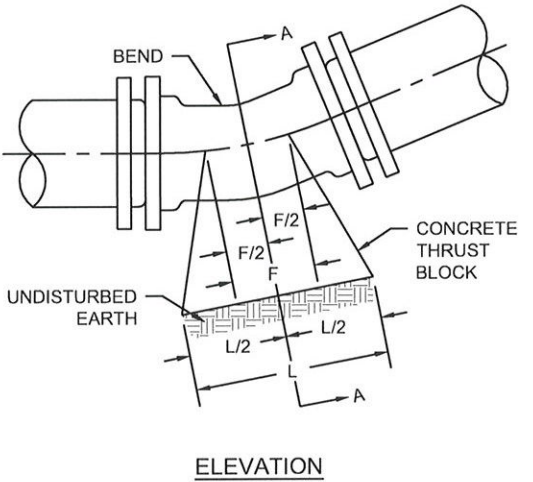
5. ALL DIMENSIONS ARE MINIMUMS EXCEPT WHERE LARGER DIMENSION WILL INTERFERE WITH THE PIPE JOINTS OR NOT FACILITATE BOLT REMOVAL ON MECHANICAL JOINT FITTINGS. IN THESE CASES, SUBMIT REVISIONS TO THE CITY.
6. COVER BOLTS AND FLANGES WITH PLASTIC TO PROTECT FROM CONCRETE ADHERENCE.

7. PROVIDE 6 IL POLYPROPYLENE BETWEEN FITTINGS AND CONCRETE.

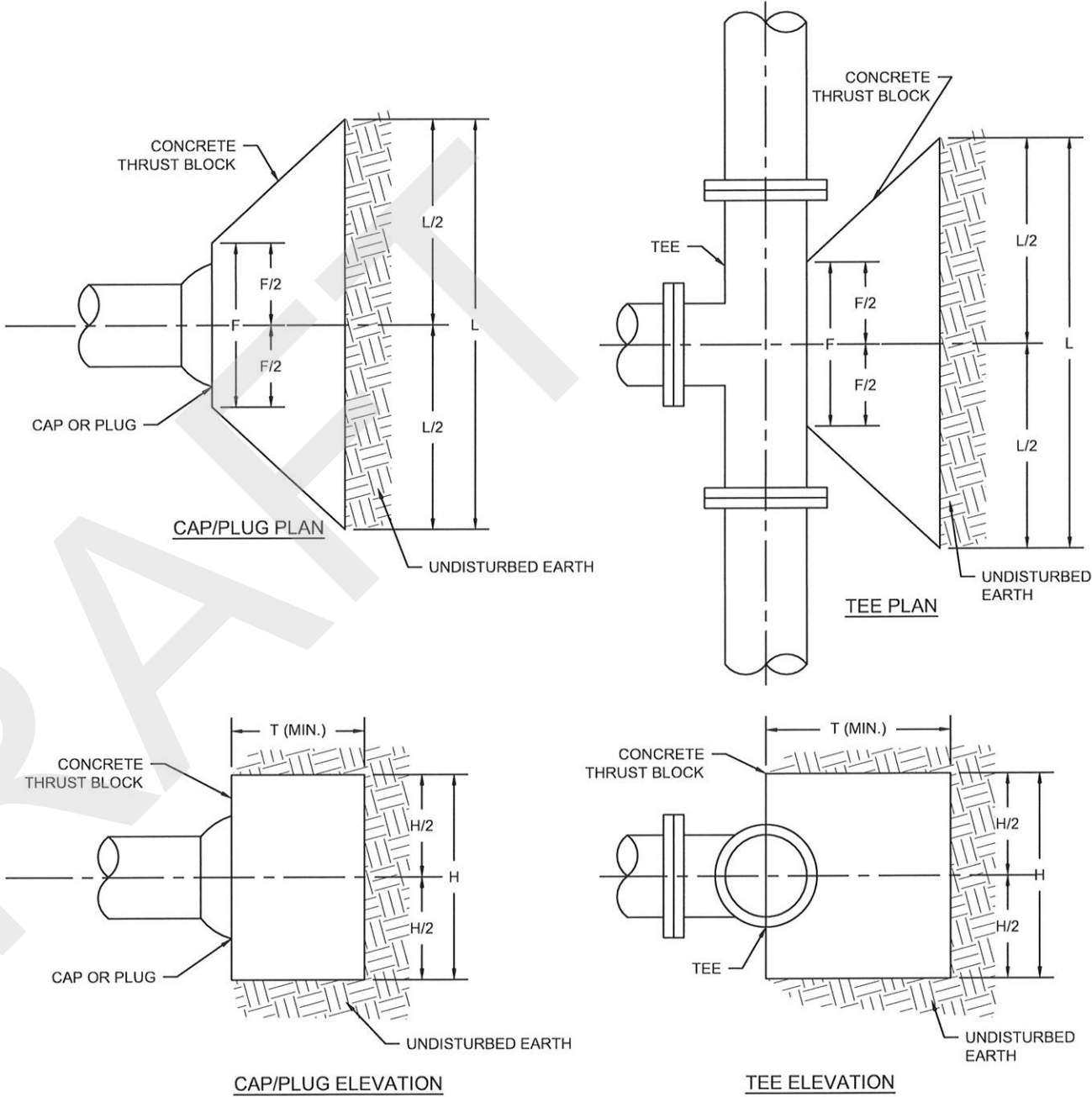
8. DESIGN ASSUMPTIONS:
PASSIVE PRESSURE = 300 PSF/FT
FACTOR OF SAFETY = 1.5

BEND TYPE	PIPE DIAMETER*	THRUST BLOCK DIMENSIONS				
		L	H	F	T	
11.25°	4"	1'-0"	1'-0"	0'-5"	1'-0"	
	6"	1'-3"	1'-6"	0'-5"	1'-0"	
	8"	1'-6"	2'-0"	0'-5"	1'-6"	
	10"	1'-9"	2'-6"	0'-6"	1'-6"	
22.5°	4"	1'-6"	1'-6"	0'-5"	1'-0"	
	6"	1'-9"	2'-0"	0'-5"	1'-6"	
	8"	2'-0"	3'-0"	0'-5"	2'-0"	
	10"	3'-0"	3'-6"	0'-10"	2'-0"	
45°	4"	1'-6"	2'-0"	0'-6"	1'-6"	
	6"	3'-0"	2'-6"	0'-6"	1'-6"	
	8"	4'-0"	3'-0"	0'-6"	2'-0"	
	10"	5'-0"	4'-0"	0'-10"	2'-6"	
90°	4"	3'-0"	2'-0"	0'-6"	1'-6"	
	6"	4'-6"	3'-0"	0'-6"	2'-0"	
	8"	6'-0"	3'-6"	0'-6"	2'-6"	
	10"	7'-0"	5'-0"	0'-10"	3'-0"	

*FOR LARGER PIPE DIAMETERS, SUBMIT CALCULATIONS TO THE CITY FOR REVIEW.



Ⓐ THRUST BLOCKS - HORIZONTAL BENDS



NOMINAL DIAMETER OF PLUG, CAP, OR TEE*				
	4"	6"	8"	10"
L	2'-0"	3'-0"	4'-0"	6'-0"
H	2'-0"	3'-0"	4'-0"	4'-0"
T	1'-6"	2'-0"	2'-6"	2'-6"
F	1'-0"	1'-0"	1'-0"	1'-0"

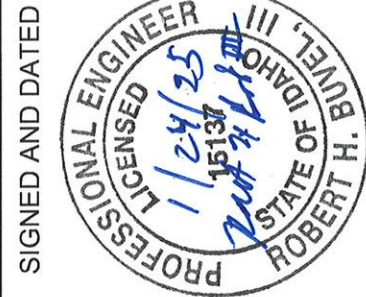
*FOR LARGER PIPE DIAMETERS, SUBMIT CALCULATIONS TO THE CITY FOR REVIEW.

Ⓑ THRUST BLOCKS - PLUG, CAP, OR TEE

DRAWING NUMBER:
MSCD-400.901

THRUST BLOCKS

CITY OF MOSCOW
ENGINEERING DEPARTMENT

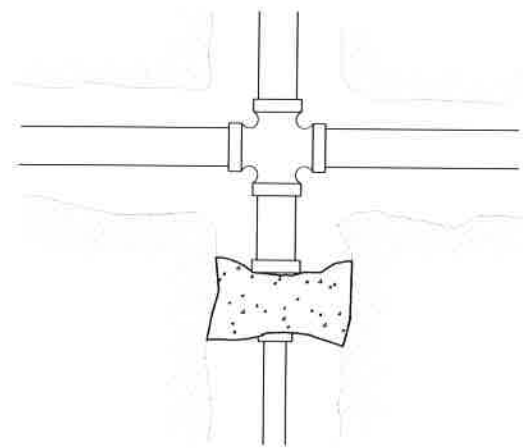


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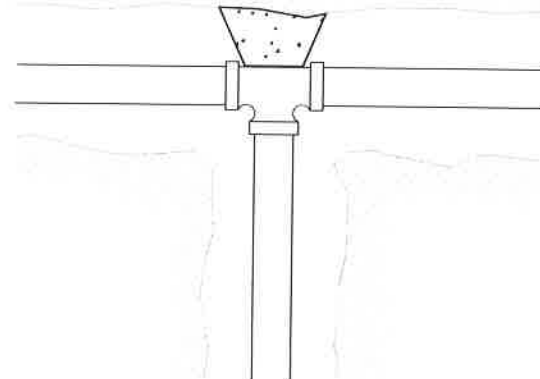
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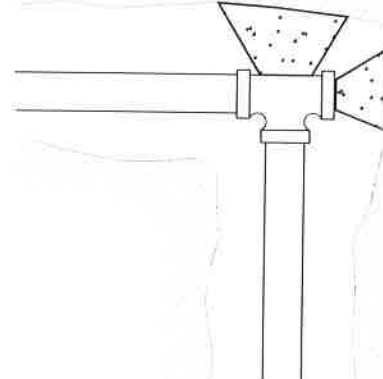
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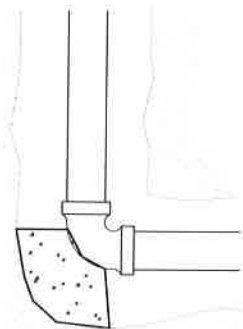
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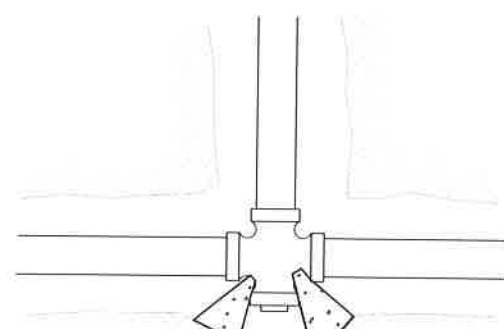
TEE



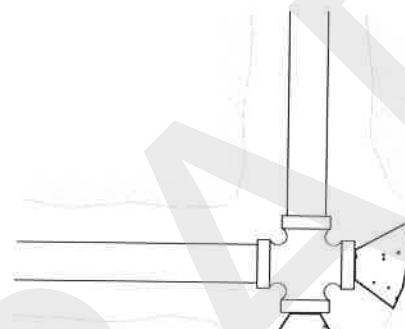
TEE WITH PLUG



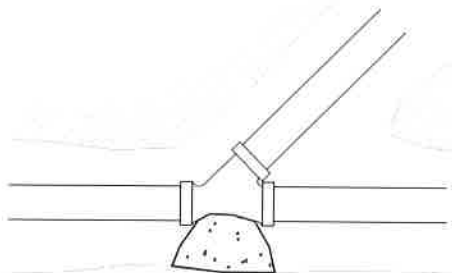
90° ELBOW



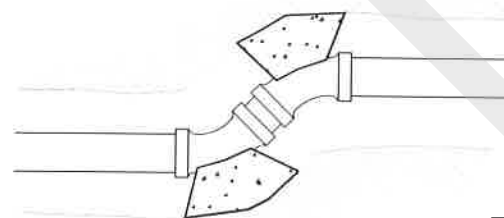
CROSS WITH PLUG



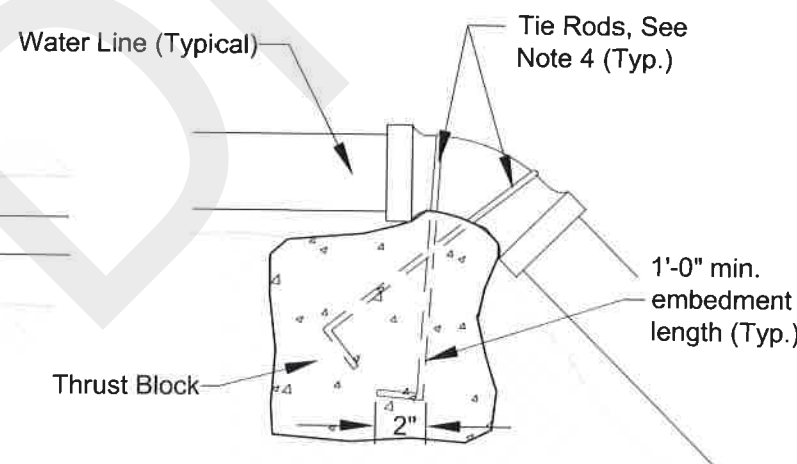
CROSS WITH 2 PLUGS



WYE



11-1/4°, 22-1/2°
OR 45° BENDS



VERTICAL DOWN BENDS

THRUST BLOCK SIZE

Size of Pipe	Horizontal Bends Sq. Feet of Bearing on Undisturbed Earth				Vertical Down Bends Cu.Yds.
	Tees & Deadends	90°	45°	22 1/4° 11 1/4°	
4"	2	3	1-1/2	1	1/2
6"	4	5-1/2	3	1-1/2	1/2
8"	7	9-1/2	5	2-1/2	1
10"	11	15	8-1/2	4	1-1/2
12"	15-1/2	22	12	6	2
16"	21	27	21	11	2-1/2

NOTES:

1. Thrust blocking for water mains shall be, as a minimum, the size indicated in the above Table.
2. Concrete shall be from a commercial source and be a minimum of 5-sack mix or ITD Class 22.
3. Concrete shall not be allowed in joints or in contact with pipes. Protect with plastic or paper sheeting prior to placing concrete.
4. Tie rods shall be 3/4" minimum diameter steel; coat tie rods with bituminous coating or approved equal. Hook (2" min.) all embedded ends.
5. The minimum distance between the fitting and excavated bank shall be three (3) pipe diameters.
6. Thrust blocks shall be cast against firm, undisturbed earth, as approved by the City Engineer.
7. Thrust blocks must be inspected by the City prior to backfill.
8. Thrust blocks for vertical up bends shall correspond to the requirements of horizontal bends.

REVISIONS

DATE DESCRIPTION

SIGNED AND DATED



DRAFTED BY:
RKC/KWK

CHECKED BY:
K.Lilly

DRAWING SCALE:
N.T.S.

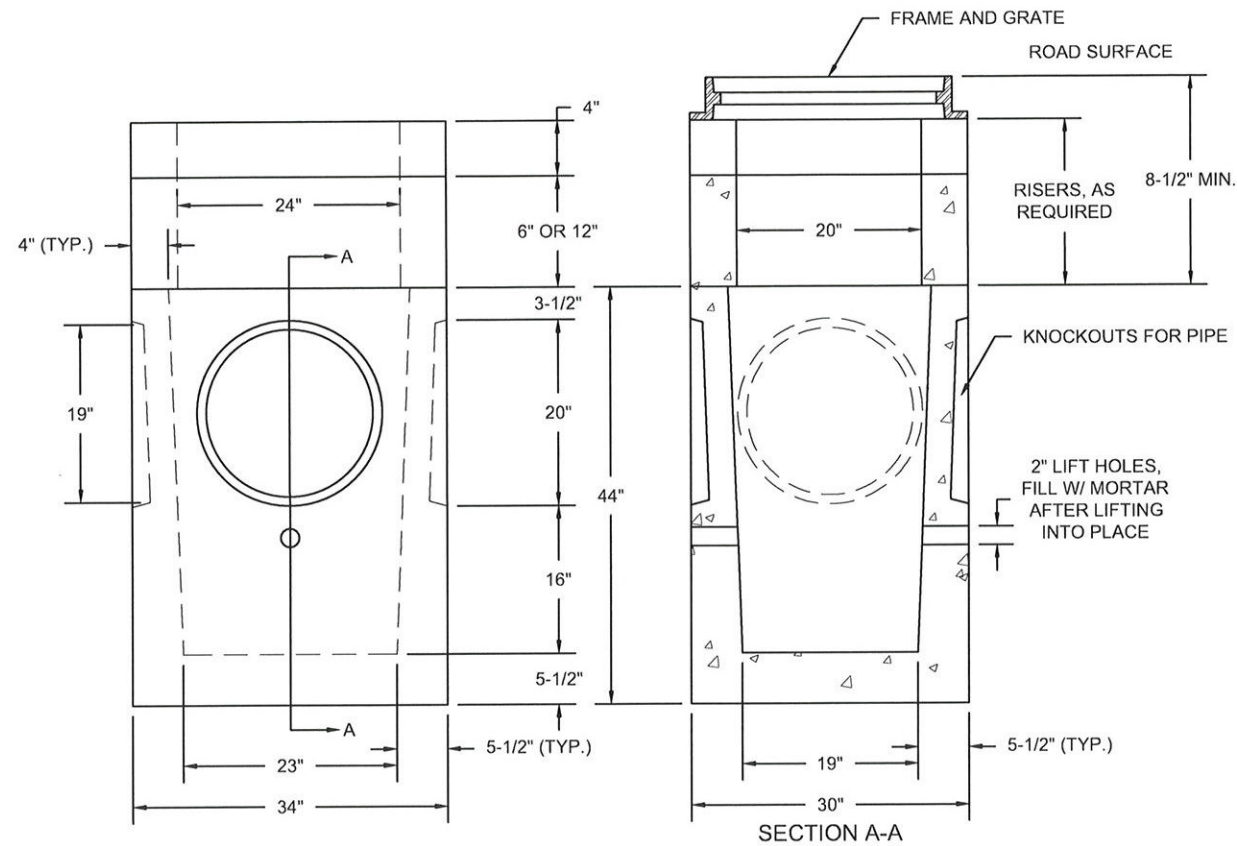
DATE: 2-6-2012

WATER MAIN
THRUST BLOCKING

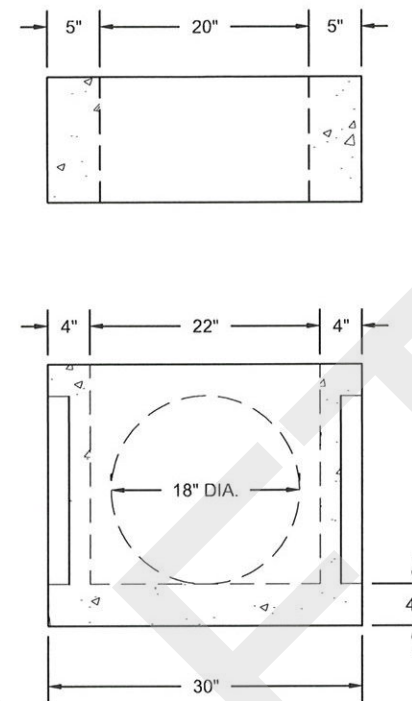
CITY OF MOSCOW
ENGINEERING DEPARTMENT

DRAWING NUMBER:

31



(A) CATCH BASIN



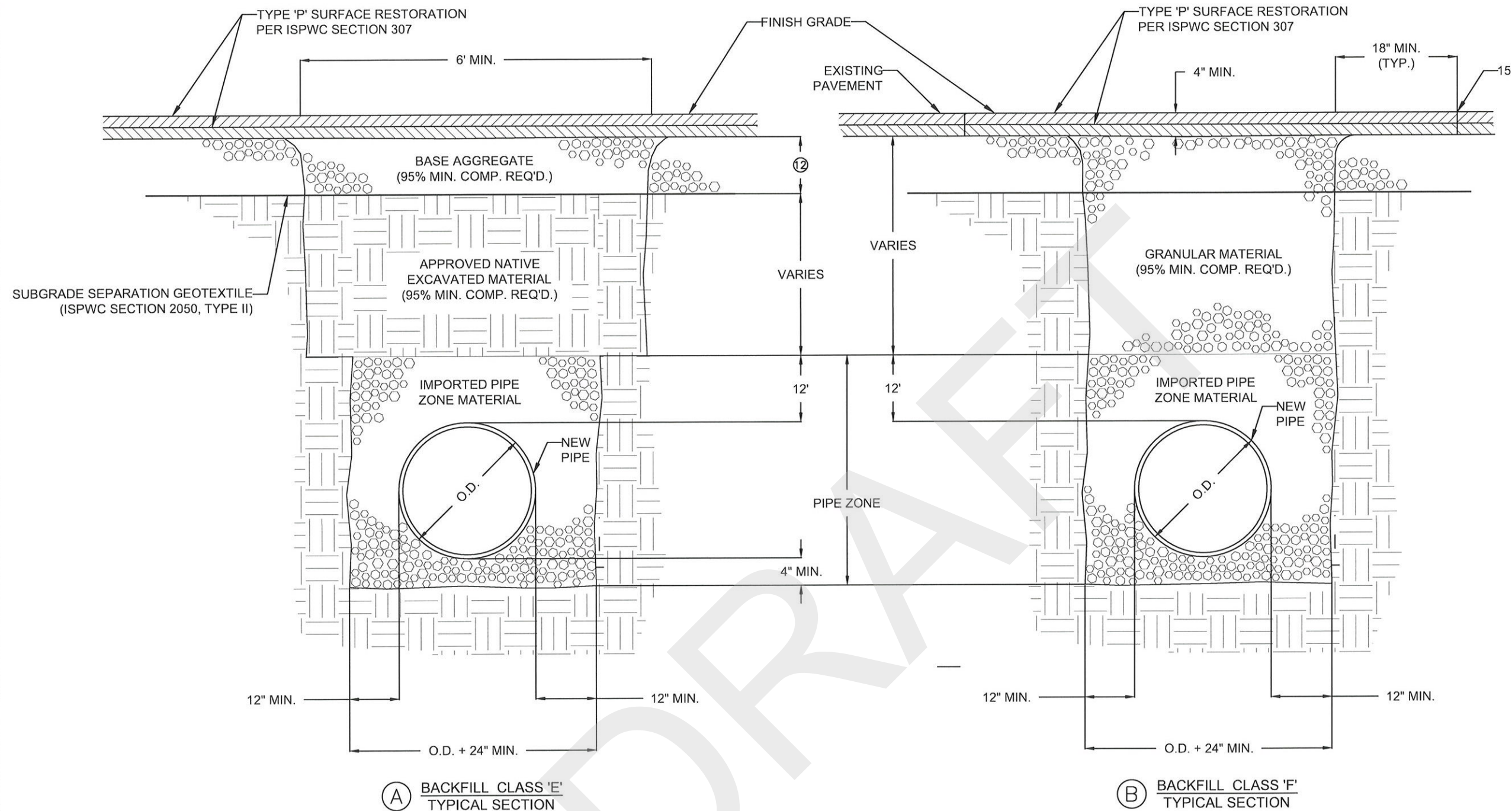
(B) CATCH INLET

NOTES:

1. CATCH BASIN SHALL BE USED IN ALL CITY STREET, CITY PARKING LOTS, AND CITY ALLEYS FOR CATCHMENT AND CONVEYANCE OF SURFACE RUNOFF. CATCH INLETS ARE NOT TO BE USED IN THESE LOCATIONS UNLESS SPECIFICALLY ALLOWED BY THE CITY ENGINEER.
2. CATCH BASIN SHALL BE PRECAST CONCRETE PER WSDOT CATCH BASIN TYPE 1 AND CATCH INLETS PER WSDOT CONCRETE INLET, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
3. CATCH BASINS LOCATED IN PAVED AREAS SHALL HAVE ASPHALTIC PATCH FOUR INCHES (4") THICK (IN TWO LIFTS) RESTORING SURFACE TO ORIGINAL LINE AND GRADE. SEE NOTE 6.
4. CATCH BASINS LOCATED IN GRAVEL STREETS OR ALLEYS SHALL HAVE GRATE ADJUSTED TWO INCHES (2") BELOW GRAVEL SURFACE.
5. ALL PIPES SHALL PROTRUDE 1"-2" INTO THE BASIN AND SHALL BE NEATLY MORTARED ALL AROUND (INSIDE AND OUTSIDE). EXIT PIPE TO MANHOLE OR STORM MAIN SHALL HAVE 1'-6" MINIMUM COVER.
6. CATCH BASIN SHALL BE SET 0.1' LOWER THAN ADJOINING STREET GRADE.

7. CATCH BASINS SHALL BE WATERTIGHT. CATCH BASINS SHALL BE INSTALLED AND TESTED PER ISPMC SECTION 602 AND THE CITY OF MOSCOW STANDARDS AS SUPPLEMENTAL.
8. ALL MATERIALS SHALL BE MANUFACTURED IN THE UNITED STATES OF AMERICA (U.S.A.).
9. CATCH BASINS AND INLETS SHALL BE PRECAST CONCRETE CONFORMING TO AASHTO M199 OR ASTM C478, AS SHOWN.
10. CATCH BASINS AND INLETS SHALL BE BACKFILLED TO GRADE AS PER ADJOINING PIPE TRENCH BACKFILL.
11. CATCH INLETS MAY ONLY BE USED AS A 'BUBBLER', AREA DRAIN, OR WHERE CLEARANCE OVER SOME PARTICULAR OBSTACLE IS NECESSARY AND IF APPROVED BY THE CITY ENGINEER.
12. FRAMES AND GRATES SHALL BE PER THE MOSCOW STANDARD DRAWINGS MSCD-600.103 - COMBINATION INLET, MSCD-600.104 - CATCH BASIN AND INLET TYPE 'A' GRATE, AND MSCD-600.105 - CATCH BASIN AND INLET TYPE 'B' GRATE.
13. BACKFILL AROUND CATCH BASINS SHALL BE CLASS 'D' FOR ALL ROADWAYS AND ALLEYS; CLASS 'A' FOR ALL OTHER LOCATIONS UNLESS SPECIFICALLY ALLOWED OR DIRECTED BY THE CITY ENGINEER.

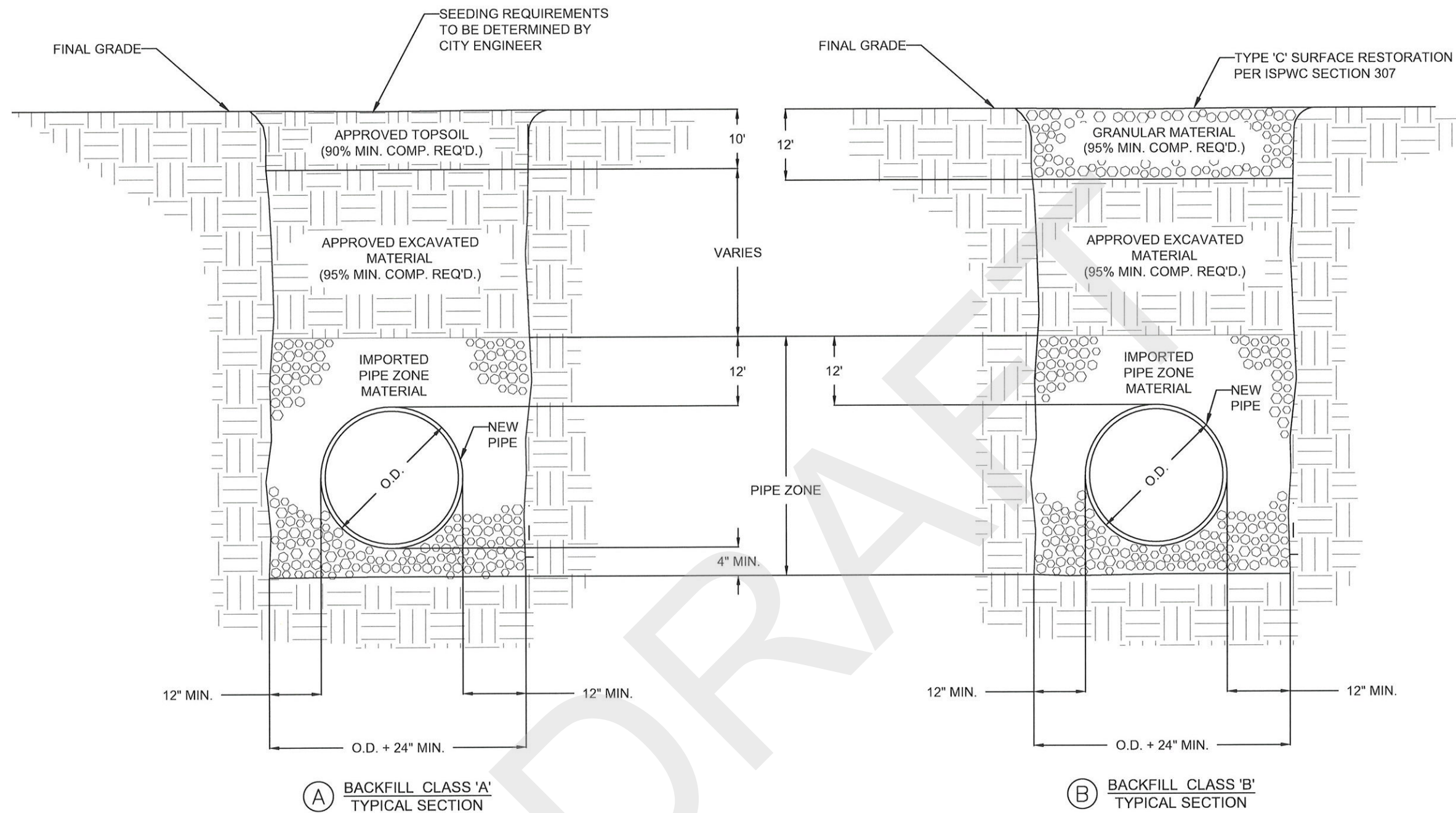
REVISIONS	
DATE	DESCRIPTION
SIGNED AND DATED	
DRAFTED BY:	CHECKED BY:
DRAWING SCALE:	DATE:
NTS	3/27/24
CATCH BASIN AND CATCH INLET	
CITY OF MOSCOW ENGINEERING DEPARTMENT	
DRAWING NUMBER: MSCD-600.301	



NOTES:

1. CLASS 'E' BACKFILL MAY BE SUBSTITUTED FOR CLASS 'D' BACKFILL WITHIN NEW STREETS ONLY (NOT EXISTING STREET) IF SPECIFICALLY ALLOWED BY THE CITY ENGINEER.
2. CLASS 'F' BACKFILL SHALL BE UTILIZED IN TRENCHES WITHIN EXISTING PAVEMENT.
3. THE CONTRACTOR SHALL COMPLY WITH THE MOST CURRENT OSHA REQUIREMENTS FOR EXCAVATIONS.
4. TRENCH EXCAVATION PER ISPWC SECTION 301.
5. BACKFILL AND COMPACTION PER ISPWC SECTION 301.
6. SURFACE REPAIR AND BASE PER ISPWC SECTION 307. SEE ISPWC STANDARD DRAWING SD-303.
10. PIPE BEDDING PER ISPWC SECTION 305. SEE ISPWC STANDARD DRAWING SD-302.
11. FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (ISPWC SECTION 304).
12. BASE AGGREGATE DEPTH AND TYPE SHALL BE THE SAME AS THAT REQUIRED FOR THE STREET SECTION WHERE THIS TRENCH BACKFILL IS UTILIZED.
13. ALL TRENCHES EXCAVATED WITHIN EXISTING PAVED STREETS SHALL BE BACKFILLED AND SURFACED THE SAME DAY WITH A TWO-INCH (2") THICK COMPACTED COLD MIX ASPHALT PATCH (SMOOTH). THE COLD MIX ASPHALT PATCH SHALL BE REPLACED WITH THE CITY'S STANDARD FOUR-INCH (4") THICK HOT MIX ASPHALT SURFACING AS SOON AS SCHEDULING ALLOWS, UNLESS SPECIFICALLY APPROVED OTHERWISE BY THE CITY ENGINEER.
14. THE NEW ASPHALT PATCH SHALL BE CUT FULL DEPTH AND IN CONTINUOUS PAVEMENT GRADE ACROSS THE WIDTH OF THE TRENCH. THE NEW SURFACE SHALL NOT EXCEED 0.25 INCHES OUT-OF-LEVEL.
15. EXISTING PAVEMENT SHALL BE CUT FULL DEPTH AND IN CONTINUOUS, STRAIGHT LINES. BROKEN EDGES WILL NOT BE ALLOWED. PAVEMENT CUTS SHALL BE 'TACKED' IMMEDIATELY PRIOR TO INSTALLATION OF THE HOT MIX PATCH.

REVISIONS		SIGNED AND DATED		DRAFTED BY:	
DATE	DESCRIPTION			CHECKED BY:	DRAWING SCALE: NTS
					DATE: 3/27/24
BACKFILL CLASS E & F			CITY OF MOSCOW ENGINEERING DEPARTMENT		
DRAWING NUMBER: MSCD-300.103					



NOTES:

1. CLASS 'A' BACKFILL SHALL BE USED IN AREAS WHERE THERE IS TO BE RE-VEGETATION AND SOME TRENCH SETTLEMENT MAY BE TOLERATED.
2. CLASS 'B' BACKFILL MAY NOT BE CONSTRUCTED WITHIN THE PUBLIC RIGHT-OF-WAY AND HAS LIMITED APPLICATION - REFER TO THE CITY'S STANDARD CONSTRUCTION SPECIFICATIONS.
3. THE CONTRACTOR SHALL COMPLY WITH THE MOST CURRENT OSHA REQUIREMENTS FOR EXCAVATIONS.
4. TRENCH EXCAVATION PER ISPMC SECTION 301.
5. BACKFILL AND COMPACTION PER ISPMC SECTION 301.
6. SURFACE REPAIR AND BASE PER ISPMC SECTION 307. SEE ISPMC STANDARD DRAWING SD-303.
7. PIPE BEDDING PER ISPMC SECTION 305. SEE ISPMC STANDARD DRAWING SD-302.
8. FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (ISPMC SECTION 304).

REVISIONS		SIGNED AND DATED	DRAFTED BY:	CHECKED BY:	DRAWING SCALE: NTS	DATE: 3/27/24
DATE	DESCRIPTION					

BACKFILL

CLASS A & B

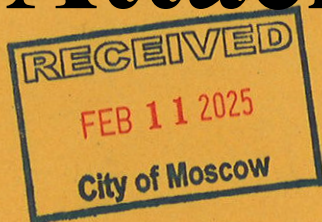
CITY OF MOSCOW

ENGINEERING DEPARTMENT

DRAWING NUMBER:
MSCD-300.101

Construction & Excavating Attachment "B"

83824



sed - Camas Street Watermain"

Date: February 11th 2025

Time: 2:00 pm

y of Moscow, ID.

504 S. Washington St.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Accelerated Construction & Excavating, LLC
631 Larson Road
DeSmet, ID 83824

SURETY:

(Name, legal status and principal place of business)

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION
450 Alaskan Way South, Suite 200
Seattle, WA 98104
Mailing Address for Notices
450 Alaskan Way South, Suite 200
Seattle, WA 98104

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

City of Moscow, Idaho

BOND AMOUNT: Five Percent of Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

CAMAS STREET WATER MAIN
CITY OF MOSCOW PROJECT NO. 113-025

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

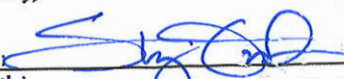
Signed and sealed this 11th day of February, 2025


(Witness) Marshall Williams


(Witness) Sydney Schmidt, Witness

Accelerated Construction & Excavating, LLC
(Principal) (Seal)

By: 
(Title) Managing member
SWISS RE CORPORATE SOLUTIONS
AMERICA INSURANCE CORPORATION
(Surety) (Seal)

By: 
(Title) Shelby Groth, Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

H. KEITH McNALLY, ERIN L. REPP, WM DINNEEN, DIANA R. WILLIAMS, RYAN J. PUGH,

SHELBY GROTH, DANIEL J. STOWE, TRAVIS LONG, KIRSTEN K. JORDAN, and SYDNEY SCHMIDT

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 2ND day of MAY, 20 23

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 2ND day of MAY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of February, 20 25.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

January 30, 2025

ADDENDUM NO. 1

City of Moscow Project: **CAMAS STREET WATER MAIN**

Project No. **113-025**

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **CAMAS STREET WATER MAIN**, as fully and completely as if the same were entirely set forth in the Plans, Specifications, and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

1. **DRAWINGS, SPECIFICATIONS AND PROPOSAL, ENGINEERING SPECIFICATIONS:**

Amend **BID SCHEDULE:**

Replace the current bid schedule on page 4 of 129 with the base bid schedule attached to this addendum.

2. **DRAWINGS, SPECIFICATIONS AND PROPOSAL, SPECIAL PROVISIONS:**

Amend **SPECIAL PROVISIONS** to include "Remove and Dispose of Existing Hydrant."

Include the following in special provisions:

SP-1.5 REMOVE AND DISPOSE OF HYDRANT

This work shall consist of, but not limited to, the removal and disposal of existing fire hydrants. The hydrant and standpipe shall be completely removed and disposed of by contractor, with the remaining hydrant lead plugged in accordance with ES-20.7. The City shall have the opportunity to salvage any hydrants they deem reuseable. The removal shall be performed in accordance with the Project Plans, Engineering Specifications, and the Standard Drawings.

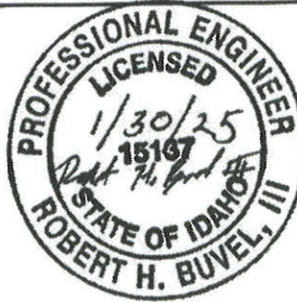
This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Removal and disposal of hydrants shall be paid per each. 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-1.5 REMOVE AND DISPOSE OF EXISTING HYDRANT EA

SUBMITTED BY:



Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

Accelerated Construction & Excavating L.L.C.

Firm Name of Bidder

Michael Willett

Signature of Bidder

Managing member

Title

02/06/2025

Date

INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids to be submitted to the Community Development Building (Engineering Division) at 504 South Washington Street, Moscow, Idaho 83843, and clearly marked **"Bid Enclosed – Camas Street Water Main"** until **2:00 p.m.**, prevailing local time, **Tuesday, February 11th, 2025**, for the following project:

CAMAS STREET WATER MAIN

At 2:05 p.m., on the same day, all proposals will be publicly opened and read aloud in the Community Development Building, Main Floor Conference Room, at 504 South Washington Street, Moscow, ID 83843.

This project's scope includes construction of approximately 1800 linear ft of 8" DR 18 C900-16 water main, 520 linear ft of 1" HDPE service line utilizing trenchless installation methods for street crossings, replacing 28 water services, as well as surface restoration of streets, sidewalk, and green strips. Construction of water main and service lines include new hydrants, associated fittings/valves, thrust restraint, and connection to existing water mains and service lines.

Complete digital Project Manual and Project Plans, may be viewed at questcdn.com via the link provided on The City of Moscow Website at: www.ci.moscow.id.us – click on "Business" / "Bid Opportunities" / "Camas Street Water Main"

Once on the Quest site, you may download the digital plan documents for a **non-refundable fee of \$22.00**. The Quest project number is **9502048**. 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 Project Documents may also be examined at the City of Moscow Haddock Building (Engineering Division), 504 South Washington Street, Moscow, ID 83843.

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

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

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

Britany Luft

Britany Luft, Deputy City Clerk

Publish Dates: January 25, 2025 and February 1, 2025

CAMAS STREET WATER MAIN

PAGE 1 OF 129

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: Feb. 06 2025

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

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

8. The undersigned, as a bidder, acknowledges that Addenda Number 1 through 1 have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
10. The undersigned holds Idaho Public Works Contractor's License Number 15926-AA-1-3.
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.			
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for "CAMAS STREET WATER MAIN" 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

Item		Base Bid			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
1	Removals				
SP-1.1	Remove and Dispose of Bituminous Surface	971	SY	6 ⁰⁰	5826 ⁰⁰
SP-1.2	Remove and Dispose of Concrete Sidewalk	11	SY	10 ⁰⁰	110 ⁰⁰
SP-1.3	Remove and Dispose of Concrete Curb	27	LF	5 ⁰⁰	135 ⁰⁰
SP-1.4	Remove and Dispose of Existing Catch Basin	1	EA	850 ⁰⁰	850 ⁰⁰
SP-1.5	Remove and Dispose of Existing Hydrant	3	EA	300 ⁰⁰	900 ⁰⁰
2	Water				
SP-2.1	8-Inch DR 18 C900-16 Water Pipe (Class F Backfill)	1800	LF	113 ⁰⁰	203,400 ⁰⁰
SP-2.2	6-Inch DR 18 C900-16 Water Pipe (Class F Backfill)	42	LF	114 ⁰⁰	4788 ⁰⁰
SP-2.3	10-Inch DR 18 C900-16 Water Pipe (Class F Backfill)	10	LF	280 ⁰⁰	2800 ⁰⁰
SP-2.4	1-Inch HDPE Service Line (Trenchless Installation)	415	LF	31 ⁰⁰	12,865 ⁰⁰
SP-2.5	1-Inch HDPE Service Line (Class A Backfill)	105	LF	50 ⁰⁰	5250 ⁰⁰
SP-2.6	1-Inch Connection to Water Main	28	EA	500 ⁰⁰	14,000 ⁰⁰
SP-2.7	8-Inch Gate Valve	20	EA	2200 ⁰⁰	44,000 ⁰⁰
SP-2.8	6-Inch Gate Valve	4	EA	1800 ⁰⁰	7200 ⁰⁰
SP-2.9	10-Inch Gate Valve	2	EA	3200 ⁰⁰	6400 ⁰⁰
SP-2.10	Fire Hydrant (excluding valve and hydrant lead)	4	EA	5500 ⁰⁰	22,000 ⁰⁰
SP-2.11	Connect to Existing Water Main	5	EA	2500 ⁰⁰	12,500 ⁰⁰
SP-2.12	12" Potable Separation Sleeve (20')	2	EA	800 ⁰⁰	1600 ⁰⁰
SP-2.13	8-Inch Existing Tee Removal/Section Repair	1	EA	1500 ⁰⁰	1500 ⁰⁰
SP-2.14	Remove/Replace 5/8-Inch Meter Box & Setter	28	EA	2700 ⁰⁰	75,600 ⁰⁰
3	Storm Water				
SP-3.1	Install New Catch Basin and Grate	1	EA	8500 ⁰⁰	8500 ⁰⁰
4	Surfacing				
SP-4.1	1/2" Superpave HMA Pavement (4")	221	TON	340 ⁰⁰	75,140 ⁰⁰
SP-4.2	Concrete Sidewalk	11	SY	90 ⁰⁰	990 ⁰⁰
SP-4.3	Type A Curb	27	LF	50 ⁰⁰	1350 ⁰⁰
5	MISC				
SP-5.1	Catch Basin Inlet Protection	6	EA	500 ⁰⁰	3000 ⁰⁰
SP-5.2	Traffic Control	1	LS	45,000 ⁰⁰	45,000 ⁰⁰
SP-5.3	Mobilization	1	LS	53,839 ⁰⁰	53,839 ⁰⁰
Bid Total					609,543⁰⁰

Total (written in words):

Six Hundred Nine Thousand Five Hundred Forty Three dollars and zero cents.

Accelerated Construction & Excavating LLC

Firm Name of Bidder

[Signature]

Signature of Bidder

Managing member

Official Title

631 Larson Rd. Desmet, ID. 83824

Bidders Mailing Address

15926-AA-1-3

Public Works License No.

Not incorporated

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at 5:20 pm

This 6 day of February, 2025

Attachment "C"

January 30, 2025

ADDENDUM NO. 1

City of Moscow Project: **CAMAS STREET WATER MAIN**
Project No. **113-025**

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **CAMAS STREET WATER MAIN**, as fully and completely as if the same were entirely set forth in the Plans, Specifications, and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

1. **DRAWINGS, SPECIFICATIONS AND PROPOSAL, ENGINEERING SPECIFICATIONS:**

Amend **BID SCHEDULE:**

Replace the current bid schedule on page 4 of 129 with the base bid schedule attached to this addendum.

2. **DRAWINGS, SPECIFICATIONS AND PROPOSAL, SPECIAL PROVISIONS:**

Amend **SPECIAL PROVISIONS** to include "Remove and Dispose of Existing Hydrant."

Include the following in special provisions:

SP-1.5 REMOVE AND DISPOSE OF HYDRANT

This work shall consist of, but not limited to, the removal and disposal of existing fire hydrants. The hydrant and standpipe shall be completely removed and disposed of by contractor, with the remaining hydrant lead plugged in accordance with ES-20.7. The City shall have the opportunity to salvage any hydrants they deem reuseable. The removal shall be performed in accordance with the Project Plans, Engineering Specifications, and the Standard Drawings.

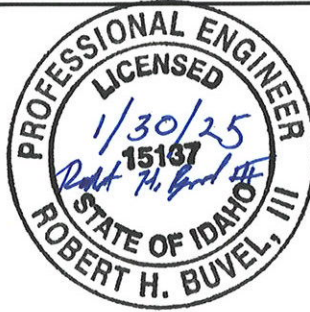
This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Removal and disposal of hydrants shall be paid per each. 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-1.5 REMOVE AND DISPOSE OF EXISTING HYDRANT EA

SUBMITTED BY:



Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

Firm Name of Bidder

Signature of Bidder

Title

Date

BID SCHEDULE

Item		Base Bid			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
1	<i>Removals</i>				
SP-1.1	Remove and Dispose of Bituminous Surface	971	SY		
SP-1.2	Remove and Dispose of Concrete Sidewalk	11	SY		
SP-1.3	Remove and Dispose of Concrete Curb	27	LF		
SP-1.4	Remove and Dispose of Existing Catch Basin	1	EA		
SP-1.5	Remove and Dispose of Existing Hydrant	3	EA		
2	<i>Water</i>				
SP-2.1	8-Inch DR 18 C900-16 Water Pipe (Class F Backfill)	1800	LF		
SP-2.2	6-Inch DR 18 C900-16 Water Pipe (Class F Backfill)	42	LF		
SP-2.3	10-Inch DR 18 C900-16 Water Pipe (Class F Backfill)	10	LF		
SP-2.4	1-Inch HDPE Service Line (Trenchless Installation)	415	LF		
SP-2.5	1-Inch HDPE Service Line (Class A Backfill)	105	LF		
SP-2.6	1-Inch Connection to Water Main	28	EA		
SP-2.7	8-Inch Gate Valve	20	EA		
SP-2.8	6-Inch Gate Valve	4	EA		
SP-2.9	10-Inch Gate Valve	2	EA		
SP-2.10	Fire Hydrant (excluding valve and hydrant lead)	4	EA		
SP-2.11	Connect to Existing Water Main	5	EA		
SP-2.12	12" Potable Separation Sleeve (20')	2	EA		
SP-2.13	8-Inch Existing Tee Removal/Section Repair	1	EA		
SP-2.14	Remove/Replace 5/8-Inch Meter Box & Setter	28	EA		
3	<i>Storm Water</i>				
SP-3.1	Install New Catch Basin and Grate	1	EA		
4	<i>Surfacing</i>				
SP-4.1	1/2" Superpave HMA Pavement (4")	221	TON		
SP-4.2	Concrete Sidewalk	11	SY		
SP-4.3	Type A Curb	27	LF		
5	<i>MISC</i>				
SP-5.1	Catch Basin Inlet Protection	6	EA		
SP-5.2	Traffic Control	1	LS		
SP-5.3	Mobilization	1	LS		
Bid Total					

Total (written in words):

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 24, 2025



AGENDA ITEM TITLE

C Street Frontage Improvements - Bid Results & Contract Award (ACTION ITEM) - Scott Bontrager

RESPONSIBLE STAFF

Scott Bontrager, City Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

This project's scope is to provide frontage improvements to the south portion of the Moscow Recycling Center along C Street. It consists of the removal of existing pedestrian ramps and curbs and the construction of new ADA compliant pedestrian ramps, curb, sidewalk, asphalt pavement, concrete pavement, street trees, historical style lighting, fencing, and associated work on the north half of C Street from Almon Street to Washington Street. This work also includes storm drainage adjustments to accommodate the new curb location. The City published an advertisement for bids on January 25, 2025, and the Engineer's Estimate for construction was \$299,497.50.

Bids were opened on February 11, 2025, at which five (5) bids were received. The bids ranged from \$290,982.00 to \$422,277.00. Of those bids, the lowest responsive bid received was submitted by ML Albright & Sons of Lewiston, ID with a bid of \$290,982.00. A bid tabulation is included in the packet.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the bid from ML Albright & Sons, award the contract in the amount of \$290,982.00 and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff with further direction.

STAFF RECOMMENDATION

Accept the bid from ML Albright & Sons, award the contract in the amount of \$290,982.00 and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

OTHER RESOURCES

FISCAL IMPACT

Funds for the project will be expended from capital accumulation in Sanitation Improvements (340-240-770-73).

PERSONNEL IMPACT

Engineering Division staff will administer construction contract and inspection.

ATTACHMENTS

1. Bid Tabulation - C Street Frontage Improvements

2. Construction Agreement - C Street Frontage Improvements _final with attachments

C Street Frontage Improvements
Bids Opened 2/11/25

				Engineers Estimate		Bid From: LOW BIDDER		Bid From:		Bid From:		Bid From:		Bid From:	
						ML Albright		LaRiviere		Knife River		Granite Construction		Big Sky	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
1	Mobilization	1	LS	\$30,000.00	\$30,000.00	\$28,000.00	\$28,000.00	\$64,000.00	\$64,000.00	\$54,000.00	\$54,000.00	\$36,600.00	\$36,600.00	\$112,090.00	\$112,090.00
2a	Remove/Dispose Bituminous Surface	160	SY	\$22.50	\$3,600.00	\$24.50	\$3,920.00	\$15.00	\$2,400.00	\$85.00	\$13,600.00	\$50.00	\$8,000.00	\$30.30	\$4,848.00
2b	Remove/Dispose of Concrete Sidewalk	90	SY	\$22.50	\$2,025.00	\$19.00	\$1,710.00	\$13.00	\$1,170.00	\$54.00	\$4,860.00	\$71.00	\$6,390.00	\$20.60	\$1,854.00
2c	Remove/Dispose of Concrete Curb	290	LF	\$2.50	\$725.00	\$6.00	\$1,740.00	\$7.50	\$2,175.00	\$5.00	\$1,450.00	\$9.00	\$2,610.00	\$11.50	\$3,335.00
2d	Remove/Dispose of Concrete Curb & Gutter	85	LF	\$2.50	\$212.50	\$15.00	\$1,275.00	\$7.50	\$637.50	\$5.00	\$425.00	\$17.00	\$1,445.00	\$11.60	\$986.00
2e	Remove/Dispose of Structures & Obstruction	1	LS	\$5,000.00	\$5,000.00	\$2,900.00	\$2,900.00	\$4,910.00	\$4,910.00	\$3,700.00	\$3,700.00	\$10,400.00	\$10,400.00	\$1,850.00	\$1,850.00
3	Fire Hydrant Relocation	1	EA	\$8,000.00	\$8,000.00	\$12,250.00	\$12,250.00	\$7,410.00	\$7,410.00	\$19,000.00	\$19,000.00	\$30,000.00	\$30,000.00	\$12,500.00	\$12,500.00
4	Catch Basin	2	EA	\$2,800.00	\$5,600.00	\$2,675.00	\$5,350.00	\$3,163.00	\$6,326.00	\$3,985.00	\$7,970.00	\$9,700.00	\$19,400.00	\$3,500.00	\$7,000.00
5	8-Inch Storm Sewer Pipe	25	LF	\$150.00	\$3,750.00	\$160.00	\$4,000.00	\$81.00	\$2,025.00	\$150.00	\$3,750.00	\$297.00	\$7,425.00	\$350.00	\$8,750.00
6a	Concrete Curb Type A	330	LF	\$50.00	\$16,500.00	\$46.50	\$15,345.00	\$46.00	\$15,180.00	\$62.00	\$20,460.00	\$60.00	\$19,800.00	\$54.00	\$17,820.00
6b	Concrete Curb & Gutter Type B	90	LF	\$50.00	\$4,500.00	\$55.00	\$4,950.00	\$50.00	\$4,500.00	\$78.00	\$7,020.00	\$69.00	\$6,210.00	\$66.00	\$5,940.00
7	Concrete Sidewalk	380	SY	\$90.00	\$34,200.00	\$99.00	\$37,620.00	\$99.00	\$37,620.00	\$120.00	\$45,600.00	\$118.00	\$44,840.00	\$120.00	\$45,600.00
8	Concrete Pedestrain Curb Ramp	45	SY	\$200.00	\$9,000.00	\$133.00	\$5,985.00	\$145.00	\$6,525.00	\$174.00	\$7,830.00	\$248.00	\$11,160.00	\$262.00	\$11,790.00
9	Cast Iron Truncated Domes	20	SF	\$50.00	\$1,000.00	\$84.00	\$1,680.00	\$61.00	\$1,220.00	\$38.00	\$760.00	\$40.00	\$800.00	\$53.50	\$1,070.00
10	3/4" (-) Crushed Rock Base	130	TON	\$35.50	\$4,615.00	\$92.00	\$11,960.00	\$36.00	\$4,680.00	\$65.00	\$8,450.00	\$225.00	\$29,250.00	\$39.50	\$5,135.00
11	Hot Mix Asphalt Patching	40	TON	\$300.00	\$12,000.00	\$360.00	\$14,400.00	\$373.00	\$14,920.00	\$308.00	\$12,320.00	\$152.00	\$6,080.00	\$433.00	\$17,320.00
12	Irrigation System	1	LS	\$15,000.00	\$15,000.00	\$13,200.00	\$13,200.00	\$18,040.00	\$18,040.00	\$15,225.00	\$15,225.00	\$30,000.00	\$30,000.00	\$14,640.00	\$14,640.00
13	Concrete Tree Well	7	EA	\$2,000.00	\$14,000.00	\$1,223.00	\$8,561.00	\$1,239.00	\$8,673.00	\$1,200.00	\$8,400.00	\$4,000.00	\$28,000.00	\$1,800.00	\$12,600.00
14	Tree Planting	7	EA	\$2,000.00	\$14,000.00	\$1,470.00	\$10,290.00	\$1,648.00	\$11,536.00	\$1,260.00	\$8,820.00	\$1,050.00	\$7,350.00	\$1,400.00	\$9,800.00
15	Illumination System	1	LS	\$85,000.00	\$85,000.00	\$67,900.00	\$67,900.00	\$73,403.00	\$73,403.00	\$66,000.00	\$66,000.00	\$65,000.00	\$65,000.00	\$73,815.00	\$73,815.00
16	Fencing	405	LF	\$50.00	\$20,250.00	\$54.00	\$21,870.00	\$79.00	\$31,995.00	\$60.00	\$24,300.00	\$50.00	\$20,250.00	\$66.00	\$26,730.00
17	Remove & Reset Signs	3	EA	\$200.00	\$600.00	\$732.00	\$2,196.00	\$387.00	\$1,161.00	\$435.00	\$1,305.00	\$560.00	\$1,680.00	\$810.00	\$2,430.00
18a	4" Waterborne Pavement Marking	240	LF	\$0.50	\$120.00	\$8.00	\$1,920.00	\$1.00	\$240.00	\$2.00	\$480.00	\$2.20	\$528.00	\$1.30	\$312.00
18b	Thermoplastic Pavement Marking	280	SF	\$15.00	\$4,200.00	\$13.50	\$3,780.00	\$2.00	\$560.00	\$3.00	\$840.00	\$13.80	\$3,864.00	\$2.00	\$560.00
19	Inlet Protection	3	EA	\$200.00	\$600.00	\$110.00	\$330.00	\$237.00	\$711.00	\$145.00	\$435.00	\$500.00	\$1,500.00	\$112.00	\$336.00
20	Traffic Control	1	EA	\$5,000.00	\$5,000.00	\$7,850.00	\$7,850.00	\$18,346.00	\$18,346.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$23,166.00	\$23,166.00
				TOTAL	\$299,497.50	TOTAL	\$290,982.00	TOTAL	\$340,363.50	TOTAL	\$352,000.00	TOTAL	\$418,582.00	TOTAL	\$422,277.00

**CONSTRUCTION AGREEMENT
FOR C STREET FRONTAGE IMPROVEMENTS PROJECT
BETWEEN CITY OF MOSCOW, IDAHO
AND M.L. ALBRIGHT & SONS, INC.**

THIS CONSTRUCTION AGREEMENT FOR C STREET FRONTAGE IMPROVEMENTS PROJECT BETWEEN CITY OF MOSCOW, IDAHO, AND M.L. ALBRIGHT & SONS, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2025, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and M.L. Albright & Sons, Inc 6182 Lapwai Road, Lewiston, Idaho, 83501 (hereinafter "CONTRACTOR"):

W I T N E S S E T H:

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

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

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

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

1. Drawings, Specifications and Proposal for: C Street Frontage Improvements Project, City of Moscow Project No. 116-025, Attachment "A", consisting of 141 pages;
2. Bid Proposal of CONTRACTOR, dated February 11, 2025, Attachment "B", consisting of 11 pages;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addendum No. 1, Attachment "C", consisting of 3 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:

C STREET FRONTAGE IMPROVEMENTS PROJECT

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed no later than October 31, 2025. The work shall be completed within Sixty (60) calendar days from 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 terms of 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 for the Project in accordance with the Contract Documents in current funds in the amount of Two Hundred Ninety Thousand, Nine Hundred Eighty-Two Dollars (\$290,982.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Two Hundred Ninety Thousand, Nine Hundred Eighty-Two Dollars (\$290,982.00), 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 to 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, 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 Workers' 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 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.

Anti-Boycott of Certain Sectors. Pursuant to Idaho Code § 67-2347A, CONTRACTOR certifies that it is not engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company 1) engages in or supports the

exploration, production, utilization, transportation, sale or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear power, or agriculture or 2) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302 (2)(d).

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 skillful 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:

M.L. Albright & Sons, Inc.
Marvin Albright
6182 Lapwai Road
P.O. Box 603
Lewiston, ID 83501

CITY:

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

**ARTICLE 17.
NON-APPROPRIATIONS**

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

**ARTICLE 18.
APPROVAL REQUIRED AND SEVERABILITY**

This Agreement shall not become effective or binding until approved by CITY. If any part of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement will, nevertheless, remain in full force and effect so long as the remainder of this Agreement is capable of completion.

**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. This Agreement may be executed by the use of electronic signatures pursuant to Idaho Code §28-50-107. If electronic signatures are utilized, the acknowledgement before a notary is not required.

I, Marvin Albright, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I am an authorized agent to bind M.L. Albright & Sons, Inc. to this Agreement. If I am signing this document utilizing a digital signature, I understand that my digital signature is valid and binding upon me to the same force and effect as a handwritten signature.

CONTRACTOR:

M.L. Albright & Sons, Inc.

CITY:

City of Moscow, Idaho

Marvin Albright, President

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2025, before me, a Notary Public in and for said State, appeared Marvin Albright, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for M.L. Albright & Sons, Inc.

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



COMMUNITY DEVELOPMENT ENGINEERING DIVISION

DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:

C STREET FRONTAGE IMPROVEMENTS PROJECT

CITY OF MOSCOW PROJECT NO. 116-025

DRAFT

CITY OF MOSCOW, IDAHO

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

Plans, Specifications and Proposal

For

C STREET FRONTAGE IMPROVEMENTS PROJECT

CITY OF MOSCOW PROJECT NO. 116-025



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

DRAFT

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INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids to be submitted to the Community Development Building (Engineering Division) at 504 South Washington Street, Moscow, Idaho 83843, and clearly marked **“Bid Enclosed –C STREET FRONTAGE IMPROVEMENTS”** until **2:00 p.m.**, prevailing local time, **Tuesday, February 11, 2025**, for the following project:

C STREET FRONTAGE IMPROVEMENTS

At **2:05 p.m., on the same day**, all proposals will be publicly opened and read aloud in the Community Development Building, Main Floor Conference Room, at 504 South Washington Street, Moscow, ID 83843.

This project consists of, but is not limited to, the removal of existing pedestrian ramps and curbs and the construction of new ADA compliant pedestrian ramps, curb, sidewalk, asphalt pavement, concrete pavement, street trees, historical style lighting, fencing, and associated work on the north half of C Street from Almon Street to Washington Street. This work also includes storm drainage adjustments to accommodate the new curb location.

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

Once on the Quest site, you may be download the digital plan documents for a **non-refundable fee of \$22.00**. The Quest project number is **9472981**. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

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

Project Documents may also be examined at the City of Moscow Haddock Building (Engineering Division), 504 South Washington Street, Moscow, ID 83843.

Questions should be directed to Britany Luft, City of Moscow Engineering Division, 504 South Washington Street, Moscow, ID. Phone 208-883-7034 or Email: bluft@ci.moscow.id.us

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

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

Britany Luft, Deputy City Clerk

Publish Dates: January 25th, 2025 & February 1st, 2025

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: _____

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for C STREET FRONTAGE IMPROVEMENTS PROJECT, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Haddock Building, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

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

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

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

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

BID SCHEDULE

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
SP 1.	Mobilization	1 LS	\$	\$
SP 2.A	Remove/Dispose Bituminous Surface	160 SY	\$	\$
SP 2.B	Remove/Dispose of Concrete Sidewalk	90 SY	\$	\$
SP 2.C	Remove/Dispose of Concrete Curb	290 LF	\$	\$
SP 2.D	Remove/Dispose of Concrete Curb & Gutter	85 LF	\$	\$
SP 2.E	Remove/Dispose of Structures and Obstructions	1 LS	\$	\$
SP 3	Fire Hydrant Relocation	1 EA	\$	\$
SP 4	Catch Basin	2 EA	\$	\$
SP 5	8-Inch Storm Sewer Pipe	25 LF	\$	\$
SP 6.A	Concrete Curb Type A	330 LF	\$	\$
SP 6.B	Concrete Curb & Gutter Type B	90 LF	\$	\$
SP 7	Concrete Sidewalk	380 SY	\$	\$
SP 8	Concrete Pedestrian Curb Ramp	45 SY	\$	\$
SP 9	Cast Iron Truncated Domes	20 SF	\$	\$
SP 10	3/4" (-) Crushed Rock Base	130 TON	\$	\$
SP 11	Hot Mix Asphalt Patching	40 TON	\$	\$
SP 12	Irrigation System	1 LS	\$	\$
SP 13	Concrete Tree Well	7 EA	\$	\$
SP 14	Tree Planting	7 EA	\$	\$
SP 15	Illumination System	1 LS	\$	\$
SP 16	Fencing	405 LF	\$	\$

SP 17	Remove & Reset Signs	3 EA	\$ _____	\$ _____
SP 18 A	4" Waterborne Pavement Marking	240 LF	\$ _____	\$ _____
SP 18 B	Thermoplastic Pavement Marking	280 SF	\$ _____	\$ _____
SP 19	Inlet Protection	3 EA	\$ _____	\$ _____
SP 20	Traffic Control	1 EA	\$ _____	\$ _____
			Bid Total	\$ _____

Firm Name of Bidder

Signature of Bidder

Official Title

Bidders Mailing Address

Public Works License No.

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____

This ____ day of _____, 2025

**CONSTRUCTION AGREEMENT
FOR C STREET FRONTAGE IMPROVEMENTS PROJECT
BETWEEN CITY OF MOSCOW, IDAHO
AND COMPANY**

THIS CONSTRUCTION AGREEMENT FOR PROJECT NAME BETWEEN CITY OF MOSCOW, IDAHO, AND COMPANY (hereinafter "Agreement"), dated this ____ day of _____, 2025, 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"):

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, Attachment 'A' for: C Street Frontage Improvements Project, consisting of [number of pages](#);
2. Bid Proposal of CONTRACTOR, dated date, 2025, 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:

C Street Frontage Improvements Project

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

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

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

ARTICLE 4. CONTRACT SUM

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

ARTICLE 5. TERMINATION

Termination provisions are governed by the attached Contract Documents.

ARTICLE 6.
INDEPENDENT CONTRACTOR

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

ARTICLE 7.
SCOPE OF SERVICES

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

ARTICLE 8.
HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 9.
CONFLICT OF INTEREST

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

ARTICLE 10.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits and attachments hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party

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

ARTICLE 11. LICENSES AND ADHERENCE TO LAW REQUIRED

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

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

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

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

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

ARTICLE 12.
EMPLOYMENT DISCRIMINATION

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

ARTICLE 13.
LEGAL FEES

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

ARTICLE 14.
JURISDICTION, VENUE AND NONWAIVER

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

ARTICLE 15.
SPECIAL WARRANTY

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

**ARTICLE 16.
COMMUNICATIONS**

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

CONTRACTOR:

Company Name
Authorized Agent
Street Address
City, State Zip

CITY:

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

**ARTICLE 17.
NON-APPROPRIATIONS**

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

**ARTICLE 18.
APPROVAL REQUIRED AND SEVERABILITY**

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

**ARTICLE 19.
EXECUTION**

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

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

CONTRACTOR:

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 _____)
COUNTY OF _____) ss.

On this _____ day of _____, 2025, before me, a Notary Public in and for said State, appeared Authorized Agent, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for Company Name.

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

INSTRUCTION TO BIDDERS

IB-1. INTENT OF PLANS AND SPECIFICATIONS

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

IB-2. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION

- A. Additional information relative to the Plans and Specifications may be obtained from the office of the City Engineer.

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

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

IB-4. PREPARATION AND DELIVERY OF PROPOSAL

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

IB-5. PROPOSAL GUARANTY

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

IB-6. US CITIZEN

- A. The contractor/consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

IB-7. QUALIFICATIONS OF BIDDER

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

IB-8. AWARD OF CONTRACT

- A. The contract will not be awarded until the CITY is satisfied the successful bidder is reasonably familiar with the class of work upon which they have submitted a proposal and

has the necessary capital and tools to satisfactorily perform the same. The CITY may request and the bidder must provide the CITY with a current balance sheet and a list of tools owned by the bidder.

- B. Within thirty (30) days after the opening of the proposals the CITY will accept one of the proposals or reject all bids. The award will be made upon the basis of the proposal that, in the CITY's judgment, will serve the best interest of the CITY.
- C. The contract will not be awarded until the bidder has obtained an appropriate Idaho public works license from the Idaho Public Works Contractors State License Board. Subcontractors are also subject to this requirement.

IB-9. FAILURE TO EXECUTE CONTRACT

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

IB-10. NONDISCRIMINATION IN EMPLOYMENT

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. The Contractor will take action, if necessary, to ensure that applicants are employed, and treated during such employment, without regard to their race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

IB-11. WAGE RATES

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

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

- A. The contractors, in consideration of securing the business of erecting or construction public works in this State, recognizing that the business in which they are engaged is of a transitory character, and that in the pursuit thereof, their property used therein may be without the State when taxes, excises, or license fees to which they are liable become payable, agrees:
1. To pay promptly when due all taxes, (other than real property), excises and license fees due to the State, its subdivisions, and municipal quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;
 2. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability, for the payment thereof exists, even though the same constitute liens upon their property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
 3. That, in the event of their default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due them 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 be substantially completed no later than October 31, 2025. The work shall be completed within Sixty (60) calendar days from commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

IB-14. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK

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

IB-15. ALTERNATES

- A. If an alternative bid schedule is included, the bidder must submit a bid for each item in the alternate bid schedule. Low bid will be based upon the combined total price of the alternate(s) that the owner elects to use plus the base bid. If the owner elects to use an alternate(s), the amount of the contract will be the amount of the base bid modified in

accordance with the amount of the alternate(s). An alternate may be additive to the scope of work described by the base bid items or may be substituted for the base bid item. Unit prices for alternate items will receive the same consideration for award as unit prices for base bid items.

IB-16. SUBCONTRACTORS TO BE LISTED ON BID

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

GENERAL CONDITIONS

GC-1. COMPLIANCE

- A. The Contractor shall observe and comply with all Federal, State, and Local laws, codes, ordinances, and regulations, including all licensing and permit requirements which, in any manner, apply to the work being performed under this contract. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of this requirement. The Contractor and their surety shall indemnify and save harmless CITY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by them, their employees, or their 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, 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.
Contract Documents	These generally consist of the plans, specifications, agreement, performance bond, payment bond and proof of various types of insurance, including all modifications thereof incorporated in the documents before their execution. These are identified in the Contract.
Contractor	The person, persons, firm, partnership, corporation or other entity contracting to do the work under these

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

GC-3. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS

- A. The plans for this improvement and the specifications accompanying them shall be considered as a whole, and anything shown or called for in one (1) and omitted in the other is as binding as if called for or shown by both. Figure dimensions shall be in all cases used in preference to scale dimensions. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words so applied having a well-known technical or trade meaning shall be held to refer to such recognized standards.
- B. The Engineer shall furnish to the Contractor the necessary plans and specifications required for the execution of the work at no additional cost. The Engineer shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work.
- C. The Contractor shall submit with such promptness as to cause no delay in their 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 them 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 they have in writing called the Engineer's attention to such deviation at the time of submission, nor shall it relieve them from responsibility for errors of any sort in shop drawings or schedules.
- D. The Contractor shall keep one (1) copy of all drawings and specifications on the work, in good order, available to the Engineer, CITY, and its representatives.

GC-4. ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS

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

GC-5. INVESTIGATION BY BIDDERS

- A. The instructions to bidders cover the general scope of this investigation under the article entitled "Examination of the Plans, Specifications and Site". Bidders are specifically instructed to faithfully examine and investigate the entire bid prices submitted on their proposals. No bidder may, without the consent of CITY, withdraw their proposal or claim damages or extra compensation by reason of any error or omission made by said bidder in preparing their 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 they are fully responsible to CITY for the acts and omissions of their subcontractors and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them, and that the Contractor shall hold CITY harmless for any activities of such subcontractors and shall indemnify and defend CITY from damages and claims of whatever nature relating or resulting to the activities of such subcontractors.
2. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor to the terms of the construction contract, the information to bidders, the general conditions, the plans, and the specifications as far as applicable to their work, including the following provisions of this article. Nothing in this section shall create any obligation on the part of CITY to pay to or to see to the payment of any sums to any subcontractor.
 - a. The Contractor shall bind every subcontractor to the following:
 - (1) To be bound to the Contractor by the terms of the Contract Documents, and to assume toward them all the obligations and responsibilities that they, 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 their 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 their total payments shall be as large in proportion to the value of the work done by them as the total amount certified to the Contractor is to the value of the work done by them.
- (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 their 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 their rights.
- (9) To pay each subcontractor for satisfactory performance of its contract no later than twenty (20) calendar days from receipt of each payment the Contractor receives from CITY. The Contractor shall return retainage to each Subcontractor within twenty (20) calendar days after the Subcontractor's work is satisfactorily completed.
- (10) To certify with each estimate payment to subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by CITY, and returned within twenty (20) calendar days of receiving the estimate payment.

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

1. Fails to begin work within a reasonable time after the effective date of "Notice to Proceed," or
2. Fails to supply sufficient skilled workmen or suitable materials or equipment to complete the work within the time limits specified; or

3. Performs the work unsuitably or neglects or refuses to remove materials or to re-perform such work which is not in accordance with the plans and specifications; or
4. Discontinues the prosecution of the work for more than ten (10) days; or
5. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
6. Fails to make prompt payments to subcontractors or for labor, materials, or equipment; or
7. Disregards laws, ordinances, or the instruction of the Engineer; or
8. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
9. Makes an assignment for the benefit of creditors; or
10. Is guilty of a substantial violation of any provisions of the Agreement; in any such event(s), CITY, upon recommendation of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, give notice to the Contractor and their surety of such delay, neglect, or default. If the Contractor or their 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 them, or if the Engineer should fail to issue any certificate for payment within twenty-two (22) days after it is due, or if CITY should fail to pay to the Contractor within twenty-two (22) days of its maturity and presentation, any sum certified by the Engineer or awarded by the court, then the Contractor may, upon twenty-two (22) days' notice to CITY and Engineer, stop work or terminate this Agreement or recover from CITY payment for all work

executed and any loss sustained upon any plant or materials and reasonable profit and damages.

F. Assignment:

1. The Contractor shall not assign this contract or sublet or subcontract any portion of it without the prior written consent of CITY nor shall the Contractor assign any moneys due or to become due to them 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 their 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 they deem proper. No demand for expenses or profit other than those included in the contract sum shall be allowed. The Contractor shall not be required to employ for any such work persons whom they have reasonable objection.

GC-10. MAJOR CHANGES

- A. If unforeseen conditions require a substantial change in the dimensions of a structure, location of underground utilities, or major variation of a similar nature from the original plans, such change shall be covered by a change order. The change order is to set forth in complete detail the nature of the change and reasons therefore, including compensation to be paid and time allotted the Contractor. The change order shall also detail whether the change constitutes an addition or reduction with respect to the original contract costs. Should additional or supplemental drawings be required, they will be furnished by the Engineer providing the Engineer determines the change is warranted.
- B. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.
- C. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions differing materially and cause an increase or decrease in the cost or time required for the performance of any work under the contract, and adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.
- D. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

GC-11. EXTRA WORK

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

GC-12. MONTHLY PAYMENTS

- A. The Contractor shall file a monthly request for payment with the Engineer on the 20th day of each month for all work completed to the 20th day of the month. If monthly requests for payment are not received as stated, the CITY shall have the right to withhold payment for that month. The Engineer shall review Contractor's monthly requests for payment on the first day of the month for all work completed to the 20th day of the preceding month, and shall certify such requests for payment. Progress payments will be made by the CITY for all work completed to the 20th day of the preceding month and duly certified by the Engineer, on or before the 10th day of each month in cash or interim warrants. These payments will be equal to ninety-five percent (95%) of the total amounts of the certified requests for payment. The CITY shall retain five (5) percent of the total amount owing the Contractor after the contract has been completed and accepted by the CITY for a minimum period of thirty (30) days. Should any liens or claims be filed during the retention period, the retained percentage will be held until a satisfactory agreement is reached between the CITY, the Contractor, and the Contractor's surety. Before final payment will be made by the CITY, Contractor agrees that it shall furnish the CITY with satisfactory evidence that all persons, including subcontractors, that have performed work or furnished materials pursuant to this Agreement and are entitled to a lien for their work or materials under the laws of the State of Idaho have been fully paid or are no longer entitled to such lien, and the Contractor shall file with the Clerk a notarized affidavit to that effect. Final payment will not be made until CITY has received a tax release from the Idaho State Tax Commission per GC-38.
- B. Progress payments for materials shall be considered eligible only if the materials are jobsite, and accurate, clearly detailed invoices from the material supplier are furnished. The ownership of these materials shall, upon payment from CITY to the Contractor, be vested in the City, and such materials may not be removed from the jobsite without written authorization of the Engineer.
- C. CITY may, but is not obligated to, withhold any payments to the Contractor, in addition to retained percentage, in such an amount or amounts as may be necessary to cover:

1. Payments that may be earned or due for just claims or labor or materials furnished in and about the work;
 2. Defective and/or condemned and/or non-conforming work or materials not remedied;
 3. Failure of the Contractor to make proper payments to a subcontractor;
 4. Reasonable doubt that this contract can be completed for the balance then unpaid;
 5. Damages to another Contractor where there is evidence thereof;
 6. Payments that cover all taxes, excises and license fees due the State and its taxing entities whether or not these moneys are yet due and payable.
- D. CITY shall have the right, but not the obligation, to disperse and shall have the right to act as agent for the Contractor for the limited purpose of dispersing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. In the event CITY elects to disperse such funds, CITY shall render to the Contractor a proper accounting of all such funds dispersed on behalf of the Contractor. Nothing herein shall create in such party or parties entitled to payment a cause of action against CITY for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall accrue on behalf of the Contractor as a result of CITY's exercise of such right to disperse.

GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES

- A. The date of completion for this Agreement shall be defined by the Instruction to Bidders included in the Contract Documents. Contractor agrees that time is of the essence in the performance of this Agreement, and that failure to complete this Agreement by such date will result in financial injury to CITY. Contractor further agrees that failure to complete this Agreement by such date shall subject Contractor to payment of liquidated damages to CITY. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding of the actual loss suffered by CITY occasioned by failure to complete the work on time. Accordingly, instead of requiring such proof, CITY and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to CITY the sum of one-half of one percent (0.005) of the Agreement amount, including change orders, will be deducted by CITY for each and every calendar day that the date of final completion is delayed. Should such deductions exceed the outstanding amount of the Agreement, the Contractor and its surety shall be liable for the excess.
- B. The Contractor herewith specifically waives claims for damages for any hindrance or delay. Contractor shall be granted extensions of time for which liquidated damages will not be claimed by CITY for the following reasons:
1. A delay caused the Contractor by any suit or other legal action against CITY (except a legal action instituted by the Contractor) regarding this Project shall entitle the Contractor to an equivalent extension of time unless the period of such delay exceeds ninety (90) days. When such period is exceeded, CITY will, upon

request by the Contractor in writing, either negotiate a termination of the Agreement or grant a further extension of time, whichever shall be agreed.

2. Time lost by inclement weather, causing suspension of work, will entitle the Contractor to an extension equivalent to the total time so lost, whether it be a single continuous period or the accumulated total of several periods. Inclement weather is defined as that which, in the opinion of the Engineer, would seriously affect the progress of the work or the quality of the work.
 3. Should unforeseen conditions require the performance under a change order, or work more complex or difficult than that originally specified and shown on the plans, and such work, in the Contractor's opinion, requires more time to execute than the proportional increase in dollar value, the Contractor shall state to CITY and Engineer, in writing prior to the performance of such work, their estimate of the added time required for such work. CITY may, if such estimate be reasonable, allow an added extension proportionate to the increase in the dollar value of the work.
- C. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- D. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by condition beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- E. No Agreement adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- F. No Agreement adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this Agreement.

GC-14. ABANDONMENT OF WORK

- A. If the Contractor abandons the work for a period of twenty (21) days for any cause other than failure of CITY to make monthly payments, or refuses to comply with the provisions of the plans and specifications, CITY shall have the right to notify the Contractor's surety and require said surety to complete the work in accordance with the aforesaid plans and specifications. In the event no liens or claims have been filed and CITY fails to make progress payments, the Contractor may then, at their option, cease operations until payments are resumed by notifying CITY of their intention to cease operations for this

cause. Should the Contractor abandon the work, fail or refuse to complete the work embraced in this contract, or fail to pay just claims for labor and materials, CITY reserves the right to charge against the Contractor, and Contractor agrees to pay, all legal, engineering, or other costs caused by such abandonment, failure or refusal. The Contractor agrees that such legal costs shall also include CITY's costs of defending any suits in connection with such abandonment, failure or refusal and nonpayment of claims wherein CITY is made a co-defendant.

GC-15. AUTHORITY OF ENGINEER

- A. The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; questions which may arise as to the interpretation of the plans and specifications; and questions as to the satisfactory and acceptable fulfillment of the terms of the Agreement.
- B. The Engineer, including their employees and agents, shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. Inspections by the Engineer shall be promptly made. If any work should be covered up without approval or consent of the Engineer, it shall be uncovered, if required by the Engineer, for examination. The costs associated with the uncovering of such non-approved work shall be the responsibility of Contractor and shall not be charged to CITY.
- C. Reexamination of questioned work may be ordered by the Engineer and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the plans and specifications, CITY shall pay the cost of the reexamination and replacement. If such work is found not in accordance with the plans and specifications, the Contractor shall pay such costs.
- D. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or Agreement time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- E. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or sub-contractors at any approved tier, and not caused by weather, the Engineer will make an adjustment and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- F. In making the Agreement adjustment a markup for profit will only be allowed on changed or extra work caused by the delay or suspension. No profit will be allowed on any other delay or suspension costs including, but not limited to, standby costs or extended indirect costs. Payment for changed and extra work will be made in accordance with section GC-11.

- G. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the prescribed time.

GC-16. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall execute a separate performance bond and payment bond, each in penal amounts at least equal to one hundred percent (100%) of the of the full Agreement price, such bonds to be executed by a corporate bonding company (surety) licensed to do business in the State of Idaho and which is acceptable to CITY. Such corporate bonding company (surety) shall be required to be named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The premiums of such bonds shall be paid by Contractor. The performance bond shall be conditioned upon the Contractor's faithful performance of all the covenants and Agreements on the part of the Contractor to be kept and performed at the times and in the manner set forth in the Agreement, including the repair or replacement where required, or the cost of repair or replacement, of all work performed under the terms of this Agreement. The payment bond shall be conditioned upon the payment to all persons, including subcontractors, who have, and fulfill, contracts for performing labor and furnishing materials in the prosecution of the work provided for in such Agreement, provided that every such payment bond shall be construed, regardless of its language, as incorporating within its provisions the obligation to pay those persons who furnish labor or materials as stated in the Contract Documents.
- B. Such bonds shall remain in full force and effect during the term of this Agreement and during the terms of any warranty required by the specifications and shall be held in the custody of CITY. The current power of attorney for the persons who sign for the surety company shall be attached to the bond. The power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature shall not be acceptable to CITY.
- C. If, at any time, a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Idaho or is removed from the list of surety companies accepted on Federal bonds, the Contractor shall, within ten (10) days after notice from CITY to do so, substitute an acceptable bond (or bonds) in such form and sum signed by such other surety or sureties as may be satisfactory to CITY. The expense of such replacement bonds shall be borne by the Contractor. No further payments by CITY pursuant to this Agreement shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to CITY.

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

- A. The Contractor shall not commence work until they have obtained all insurance required under this section or until they have satisfied CITY in this respect; nor shall they allow any subcontractor to commence work until such subcontractor has also obtained such required insurance applicable to such subcontractor's work. The Contractor shall maintain such required insurance coverage throughout the term of this Agreement as will hold CITY harmless and shall indemnify CITY for any losses arising out of the Contractor's operations, including any contingent liability arising there from. The cost of such insurance shall be borne by the Contractor. The Contractor shall furnish copies of all insurance policies and/or certificates of insurance to CITY at the time of execution of this Agreement. Each policy shall include a provision to the effect that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has

been given in writing to CITY and the Engineer not less than fifteen (15) days prior to such action. Contractor shall further cause CITY to be named as an additional insured on all applicable insurance policies.

- B. The Contractor shall take out and maintain during the term of this Agreement, statutory worker's compensation insurance for all employees who will work on this Project, and if any work is subcontracted, the Contractor shall require the subcontractor similarly to provide such insurance for all of the latter's employees unless they are included under the protection afforded by the Contractor.
- C. The Contractor shall take out and maintain during the term of this Agreement comprehensive public and general liability insurance. The comprehensive public and general liability insurance shall have, at a minimum, a coverage limit of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. Policies containing deductible clauses will not be acceptable.
- D. The Contractor shall take out and maintain, during the term of this Agreement, builders' risk insurance which shall be written in completed value form, shall protect the Contractor and CITY against 'all-risks' of direct physical loss to buildings, structures, equipment and materials to be used in providing, performing or completing the project. This insurance shall be written with limits not less than the insurable value of the project at completion. This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the project is completed, but prior to final payment.
- E. Contractor's Responsibility for Materials. The Contractor shall be responsible for all materials and work performed until final acceptance by CITY.
- F. Contractor shall require all subcontractors to maintain the above referenced insurance requirements and shall verify that such requirements have been met by requiring all subcontractors to provide certification therefore.

GC-18. PATENT ROYALTIES AND PROCESS FEES

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

GC-19. CONTRACTOR RESPONSIBLE FOR WORK

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

1. Tests and Inspections

- a. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- b. Contractor shall employ an independent testing laboratory or testing agency and shall be responsible for arranging and shall pay for all specified tests, inspections, and approvals (including tests, inspections, and approvals to be paid for on a cash allowance basis) required for CITY's and Engineer's acceptance of the Work at the site except: costs incurred in connection with tests or inspections as otherwise specifically provided in the Contract Documents.
- c. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- d. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to City and Engineer.
- e. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.
- f. Uncovering Work as provided in paragraph e. above shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

GC-20. USE OF COMPLETED PORTION

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

GC-21. SIGNATURES

- A. A proposal made by a corporation shall be signed and sealed by the legally authorized officers of said corporation. If awarded the Agreement, the Agreement shall also be executed by proper authorized officers and be affixed with the corporate seal. If a proposal or Agreement is signed by an agent, such agent shall furnish satisfactory written evidence of the agent's authority to sign as the legal representative of the bidder. An authorized

partner of a co-partnership may sign the Agreement subject to the approval of the Attorney, who may, at their 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, they 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 they shall employ the necessary work force and equipment to maintain such schedule. Contractor further agrees that the approval by the Engineer of such schedule shall not create any liability to the Engineer or CITY for Contractor's means, methods, sequences, techniques or site safety.

GC-24. EFFICIENCY OF OPERATION/LICENSING

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

GC-25. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall exercise particular care in protecting surrounding buildings, structures, trees, and property from injury during the demolition and construction operation, and shall be responsible for their protection and shall repair or compensate the CITY thereof for any damage which may result from such demolition and construction operations. The expense of such compensation or repair shall be borne by Contractor, and shall not be the responsibility of CITY.
- B. The Contractor shall exercise particular care in protecting trees, located on private or public property, from injury during the demolition and construction operations. If the Contractor's duties under this Agreement shall cause any damage, mutilation, or destruction whatsoever, of any tree, due to Contractor's need to remove, top, excavate, fill, or compact the roots of such tree, or by the placement or storage of any materials which are hazardous to trees, near such tree, the Contractor shall:

1. Inform the Engineer in writing of such need; and
 2. Plot the location of such tree on the site plan which is the subject of this Agreement; and
 3. Comply with all permit requirements as set forth in the Community Forest Ordinance, Moscow City Code §5-8-1 et seq.
- C. Any utilities damaged by the Contractor shall be repaired by the Contractor and the Contractor shall be responsible to maintain temporary service until such damage is repaired. The expense of such repair and/or temporary service shall be borne by Contractor, and shall not be the responsibility of CITY.
- D. The Contractor shall provide and maintain temporary sidewalks, warning lights, barricades and other preventive means to safeguard pedestrian and vehicular traffic around the construction, as deemed necessary by CITY.
- E. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to 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 their 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 their acts or negligence, or the acts or negligence of their employees, agents or subcontractors, and shall indemnify CITY and the Engineer against loss and/or liability for any such damage, acts or negligence. Traffic signs shall be in accordance with the standards presented in the most current edition of the "Manual on Uniform Traffic Control Devices".

GC-28. EXISTING TRAFFIC SIGNS AND FACILITIES

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

GC-29. MAINTAINING POSTAL SERVICE

- A. Postal service shall be maintained in accordance with instructions of the U.S. Post Office Department. The Contractor shall be responsible for moving mail boxes to temporary locations designated by the Post Office Department, and at completion of the work they 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 their 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 their 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 their best skill and attention. They 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 they may discover, but they shall not be held responsible for their existence of discovery.

GC-32. CORRECTION AND COMPLETION OF WORK

A. Correction of Work before Final Payment:

1. The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Agreement, whether incorporated in the work or not, and shall re-execute any work condemned by the Engineer as failing to conform to the Agreement, and the Contractor shall promptly replace such non-conforming materials and re-execute such non-conforming work in accordance with the Agreement, such costs of replacement and re-execution to be borne by Contractor at no additional expense to CITY.
2. If the Contractor does not re-execute such non-conforming work and/or remove and replace such non-conforming materials within a reasonable time, fixed by written notice of the Engineer, then and in that event CITY may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days' time thereafter, CITY may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account to Contractor for the net proceeds thereof, after deducting all the costs and expenses of such removal, storage, sale and repair. Nothing contained herein shall relieve the Contractor from their responsibility to perform the work in accordance with the Contract Documents, nor to reduce the liability of the Contractor to replace such non-conforming materials or re-execute such non-conforming work.

B. Correction of Work after Final Payment:

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

C. Deductions for Uncorrected Work:

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

GC-33. SUBSTITUTES CLAUSE

- A. In order to establish a basis or quality, certain processes, types of machinery and equipment, kinds of material, may be specified on the plans or herein, by designating a manufacturer by name and referring to their brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials or a type and quality equal to those designated.

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

GC-34. DETAILED BREAKDOWN OF CONTRACT PRICE

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

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

- A. Certain utilities and structures which are expected to be adjacent to or encountered in the work are shown on the plans. It is known that there are discrepancies and omissions in the locations and quantities of existing utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the City or the Engineer for their accuracy or completeness.
- B. It is the Contractor's responsibility to notify "CALL BEFORE YOU DIG" at nationwide #811 prior to excavating and to comply with Idaho Code Section 55-2207 and all other applicable laws and regulations regarding the protection of underground utilities.
- C. At points where the Contractor's operations could cause damage which might result in considerable expense, loss, and inconvenience when their 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. They shall promptly remove all waste materials and rubbish. All directions from the Engineer and all authorized public officials having jurisdiction over health and safety shall be obeyed.

GC-38. PROOF OF TAX PAYMENT

- A. The Contractor shall, within ten (10) days after receipt of the Notice of Award, furnish the Idaho State Tax Commission with a completed State of Idaho Form WH-5, PUBLIC WORKS CONTRACT REPORT. Copies of the form may be obtained from CITY, or from the Idaho State Tax Commission.
- B. The Contractor shall furnish evidence that they have paid all state and local taxes which have become due and payable and that they have secured payment of state and local taxes which have accrued, but which are not due. CITY shall not make final payment to Contractor until a tax release from the Idaho State Tax Commission has been received by CITY.

GC-39. HOLD HARMLESS REQUIREMENT

- A. In addition to other rights granted CITY by the Contract Documents, the Contractor shall indemnify and save harmless CITY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their 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 their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

GC-40. JURISDICTION AND DISPUTE RESOLUTION

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

GC-41. PERMITS AND LICENSES

- A. The Contractor shall obtain and pay for all permits and licenses, including but not limited to the following:
- B. Those required by the Moscow City Code, such as:
- | | |
|------------------------------|----------------|
| Community Forestry Ordinance | §5-8-1 et seq. |
| Building Code | §7-1-1 et seq. |

Plumbing Code	§7-1-2 et seq.
Electrical Code	§7-1-3 et seq.
Gas Code	§7-1-4 et seq.
Contractor Licensing Ordinance	§7-16-1 et seq.

- C. Those required by the Idaho Code or other State Law.
- D. Those required by the Code of Federal Regulations or other Federal Law.

GC-42. ENVIRONMENTAL MATTERS

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

GC-43. NO THIRD-PARTY BENEFICIARIES

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

GC-44. COMPLIANCE WITH GRANT CONDITIONS

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

ENGINEERING SPECIFICATIONS

ES-1. SCOPE OF WORK

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

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

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

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

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

2.1 Traffic Control

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

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

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

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

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

2.2 Right of Way Use Permits

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

2.3 Payment: Traffic Control

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

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

ES-3. MATERIALS

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

ES-4. REMOVALS AND DISPOSALS

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

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

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

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

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

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

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

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

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

ES-5. EARTHWORK

5.1 Excavation

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

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

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

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

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

5.2 Structural Fill

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

Structural fill (also 'Borrow' or 'Embankment') may consist of naturally occurring sand, sand gravel, sand and rock mixtures, decomposed granites, and native loess or clays. Sand and rock mixtures shall contain sufficient sand to fill the voids of the larger gravel and stone to permit the required compaction. All borrow must be obtained from designated or

approved sources. Structural fill shall be free of roots, bark, topsoils or other organic materials.

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

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

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

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

5.3 Payment

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

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

ES-6. SUBGRADE SEPARATION GEOTEXTILES

6.1 Materials

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

6.2 Construction Requirements

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

6.3 Payment

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

ES-7. CRUSHED ROCK BASE

7.1 Description

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

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

7.2 Aggregate

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

Sieve Size	Percent Passing
1 inch	100
¾ inch	90 – 100
No. 4	40 – 65
No. 8	30 – 50
No. 200	3 – 9

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

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

Sieve Size	Percent Passing
1-1/2 inch	100
1 inch	90 – 100
½ inch	60 – 80
No. 4	35 – 60
No. 8	25 – 50
No. 30	10 – 30
No. 200	2 – 9

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

7.3 Test Methods

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

Field determination of density of soil in-place and percent compaction.

Idaho T-74

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

ES-8. SOFT SPOT REPAIR

8.1 Materials

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

8.2 Construction Requirements

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

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

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

Dispose of the excavated material per Specification ES-4.

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

8.3 Payment

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

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

ES-9. WATERING

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

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

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

ES-10. WEIGHING

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

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

ES-11. CONCRETE

11.1 General

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

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

11.2 Portland Cement

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

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

11.3 Aggregates

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

Fine aggregate for concrete shall conform to the following gradation:

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

Sand equivalent shall be a minimum of 70.
Fineness modulus to be between 2.50 and 3.10 (AASHTO M-6).

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

	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, they 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; they 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 three quarter inch minus (3/4"-) 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 three-quarter inch minus (3/4"-) crushed rock; base aggregate shall be placed on compacted, non-pumping subgrade. The crushed rock shall have the following gradation:

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

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

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

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

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

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

14.3 Construction requirements

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

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

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

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

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

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

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

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

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

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

14.4 Payment

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

ES-15. SUPERPAVE HOT MIX ASPHALT

15.1 Hot Mix Asphalt

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

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

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

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

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

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

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

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

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

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

15.2 Rolling and Compaction

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

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

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

15.3 Tack Coat

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

15.4 Payment

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

Weight slips in duplicate form shall accompany each load of superpave hot mix asphalt pavement to the construction site. Upon delivery of the material, one copy of the weight slip will be given to the Engineer, or his representative, and one copy will remain with the truck driver before the

material is unloaded. Under no conditions will any weight slips be accepted by the Engineer, or his representative, after the material is unloaded from the vehicle. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive on the job site in order to assure the presence of the Engineer, or his representative, at the job site during delivery of the material. The weight slips will be the only basis of determination of pay quantity for this item.

ES-16. CEMENT CONCRETE PAVEMENT

16.1 General

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

16.2 Aggregates

Aggregates shall possess such characteristics of shape and size that concrete, prepared from a mixture of fine and coarse material in the proportions specified, will be of satisfactory workability in the opinion of the Engineer. Regardless of compliance with all other provisions of these specifications, if the concrete is not of a workable character or when finished does not exhibit a proper surface, either the fine or the coarse aggregate or both shall be rejected or altered as required by the Engineer.

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

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

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

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

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

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

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

- C. Properties of concrete aggregate shall be determined in accordance with the following methods of test:
1. Amount of Material Finer than No. 200 Sieve in Aggregates: ASTM Designation C-117.
 2. Organic Impurities: AASHTO T-113.
 3. Flexural Strength of Concrete: AASHTO T-104.
 4. Percentage of Particles of Less than 1.95 Specific Gravity: AASHTO T-150.
 5. Clay Lumps in Aggregates: AASHTO T-112.
 6. Abrasion of Coarse Aggregate by Use of the Los Angeles Machine; AASHTO T-96.

16.3 Curing and Protection

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

16.4 Joint Fillers and Sealants

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

16.5 Air-Entrained Concrete

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

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

AIR CONTENT OF FRESHLY MIXED CONCRETE

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

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

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

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

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

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

16.6 Reinforcing Steel

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

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

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

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

- B. Wire mesh for concrete reinforcement shall conform to the requirements of the standard specifications of AASHTO M-55, Welded Steel Wire Fabric for Concrete Reinforcement. All wire mesh shall be of an approved kind and quality of manufacture.

- C. Tie bars shall be free from rust, loose mill scale, dirt, grease or other defects affecting the strength or bond with the concrete.

16.7 Measurement of Materials

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

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

Weights of fine and coarse aggregate are based on a bulk specific gravity, saturated surface dry, of 2.67. When volume measurements are used, one cubic foot of sand shall be taken as equivalent to 100 pounds of sand and one cubic foot of gravel shall be taken as equivalent to 105 pounds of gravel. Corrections must be made for contained moisture in the aggregates and variations in specific gravity.

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

16.8 Re-tempering

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

16.9 Construction of Portland Cement Concrete Pavement

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

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

16.10 Payment

The accepted quantities of Portland cement concrete pavement will be paid for by the unit price per square yard. The unit price per square yard shall include all materials, labor, equipment and

other costs incidental to furnishing and placing the Portland cement concrete pavement herein specified and as shown on the plans.

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

1. All catch basins shall be separated from the pavement and curb by boxing out around basin. Expansion joint material shall extend completely through curb and slab. Manhole castings within the pavement limits shall be boxed in like manner except when telescoping type castings are used.
2. When a joint falls within 5 feet of, or contacts, basins, manholes or other structures, shorten one or more panels either side of opening to permit joint to fall on round structures and at or between corners of rectangular structures.
3. All transverse joints must extend through curbs and must be continuous across pavement, except tied transverse construction joints. Expansion joints will not be required except at structures or as shown on the plans.
4. Transverse sawed joints to be a + 15' o.c. as shown on drawings. Joints at 60' to be sawed the same day as placement. Intermittent joints at 15' to be sawed next day after placement. Longitudinal joints shall be sawed prior to permitting traffic on the pavement.

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

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

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

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

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

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

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

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

ES-18. MANHOLES AND CATCH BASINS

18.1 General

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

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

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

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

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

- A. Base Sections. Base shall be placed on a well graded dewatered granular bedding course. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and dimensions shall conform to the standard drawings. If the base is cast in place, the concrete shall conform, to the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction Class 30 concrete. Where water is encountered at the site all cast in place bases shall be placed on a one-piece waterproof membrane so as to prevent any movement of water into the fresh concrete.

- B. Joints. All lift holes and all joints between precast elements shall be first filled with an asphaltic fiber material then finished smooth with mortar. The fiber shall be Ramneck brand or approved equal.
- C. Steps. Not required.
- D. Workmanship and Finish. Cones and sections shall be substantially free from fractures, large and deep cracks and surface roughness. In precast sections where loops have been provided in lieu of lift holes, the loops shall be removed flush with the inside wall surface after the manhole or catch basin has been completed. No sharp cut-off protrusions will be permitted. If concrete spalling occurs as a result of loop removal, the spalled area shall be restored in workmanship manner to a uniform smooth surface with mortar.

18.3 Rings and Lids

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

18.4 Sanitary Sewer Manholes

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

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

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

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

- C. Watertightness

- 1. SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED WATERTIGHT. All visible leaks (infiltrating subsurface water) shall be sealed; sealing shall be accomplished by a manner and method, in the opinion of the Engineer, that constitutes permanency. Leaks that cannot be sealed by Contractor shall be sealed either by the pressure grouting method (injected chemical sealants) or the interior surface coating method, utilizing a firm specializing in such services,

at the Contractor's expense. Less than four minor drips in a single manhole will be considered negligible and will not require sealing.

2. Hydrostatic Testing.

- a. All sanitary sewer manholes constructed in areas where subsurface water may, in the opinion of the Engineer, pond around them shall be hydrostatically tested in accordance with this specification.
- b. Prior to testing, the manhole shall be completely constructed and all inlet and outlet pipes shall be plugged. The Contractor shall fill the manhole to the top with water. Four hours minimum after the manhole has been filled, the Contractor shall refill the manhole to the original water level and commence the test for a minimum 2-hour period. The leakage rate shall not exceed 0.2 gallons per hour per foot of test head above the pipe invert elevation. Manholes which fail the test shall be repaired and re-tested until they pass.
- c. Manholes tested by the exfiltration method shall have all infiltrating water sealed prior to beginning the exfiltration test.

18.5 Storm Sewer Manholes

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

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

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

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

18.6 Catch Basins and Catch Inlets

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

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

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

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

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

18.7 Risers

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

ES-19. TRENCH EXCAVATION AND BACKFILL

19.1 Scope

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

19.2 Type of Backfill

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

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

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

19.3 Excavation and Backfill for Fire Hydrants

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

19.4 Trench Excavation

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

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

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

19.5 Materials

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

19.6 Workmanship

- A. Clearing. Do not remove existing trees or tree limbs over 2 inches in diameter, whether on public or private property, unless they are within 4 feet of the pipe centerline without permission from the Engineer. All such work shall conform to the City's Community Forestry ordinance. The Contractor shall bear all costs of disposing of trees, stumps, brush, roots, limbs, and other waste materials from clearing operations. Material shall be disposed of in such a manner as to meet all requirements of state, county and local regulations regarding health, safety and public welfare.

- B. Obstructions. This term refers to obstructions which may be removed and do not require replacement. Obstructions within the trench area or adjacent thereto such as tree roots, stumps, abandoned piling, buildings and concrete structures, logs, rubbish and debris of all types shall be removed without additional compensation from the Owner. The Engineer will, if requested, make changes in the trench alignment to avoid major obstructions; if such alignment changes can be made within the perpetual easement and right-of-way and without adversely affecting the intended function of the facility.

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

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

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

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

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

- G. Grade. Carry the bottom of the trench to the lines and grades shown, or as established by the Engineer, with proper allowance for pipe thickness and for pipe base or special bedding, when required. If the trench is excavated below the required grade, correct any part of the trench excavated below the grade, at no additional cost to the Owner, with gravel of the type specified for pipe zone material. Place the gravel over the full width of trench in compacted layers, not exceeding 6 inches deep, to the established grade with allowance for the pipe base or special bedding.
- H. OSHA Compliance. All trench excavation and backfill shall conform to the latest published OSHA regulations, NO EXCEPTIONS.
- I. Location of Excavated Materials. During trench excavation, locate the excavated material within the construction easement or right-of-way or specified working area so that the excavated material will not obstruct private or public traveled roadways or streets. It shall be the contractor's responsibility to conform with the federal, state and local codes governing the safe loading of all trenches with excavated material.
- J. Removal of Water. Provide and maintain ample means and devices which will promptly remove and dispose of all water entering the trench excavation during the time the trench is being prepared for the pipe laying, during the laying of pipe, and until the backfilling of the pipe zone has been completed. These provisions shall apply during the lunch hour as well as overnight.
- Dispose of the water in an approved manner without damage to adjacent property.
- Drainage of trench waste through the pipeline, under construction, is prohibited.
- K. Foundation Stabilization. When, in the opinion of the Engineer, the existing material in the bottom of the trench is unsuitable for supporting the pipe, excavate below the flow line of the pipe, as directed by the Engineer, and backfill the trench to the subgrade of pipe base with approved material. Place the material over the full width of the trench in compacted layers, not exceeding 6 inches deep, to the established grade.
- L. Backfill in Pipe Zone. Pipe zone backfill is included in the Specification for the pipe.
- M. Trench Backfill Above Pipe Zone. Do not push the backfill material into the trench in such a way as to permit free fall of the material into the open trench, until at least 2 feet of cover is provided over the pipe. Under no circumstances allow sharp, heavy pieces of material to drop directly onto the pipe or the tamped material around the pipe. Do not use backfill material of consolidated masses larger than 1 cubic foot.
- N. Classes of Backfill.
Trench backfill shall comply with the City's Standard Construction Drawings and as follows:

1. Class A Backfill

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

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

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

2. Class B Backfill

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

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

3. Class C Backfill

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

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

4. Class D Backfill

Backfill the entire trench, above the pipe zone, with granular backfill material. Compact the entire trench depth to 95 percent density in 6 inch lifts with

mechanical, vibrating or impact tampers. Determine the method and type of equipment and amount of compaction required to prevent subsequent settlement.

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

5. Class E Backfill

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

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

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

6. Class F Backfill

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

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

7. Subsurface Drain Backfill

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

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

Sieve Size	Percent Passing
3"	100
2.5"	95 – 100
3/4"	50 – 80
1/4"	30 – 60
No. 8	20 – 50
No. 30	8 – 30
No. 50	3 – 12
No. 200	0 – 1.2

* All percentages are by weight.

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

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

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

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

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

No additional payment will be made for the maintenance of the trench backfill prior to completion of the work outlined above, and the trench backfill maintenance 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% hyperchlorite 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 three quarter inch minus (3/4"-) crushed rock unless otherwise specified. The material shall meet the specifications, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.
- E. Water Main Location and Separation. The location and separation of the water and non-potable water main pipes, both horizontal and vertical, shall meet the most current requirements of IDAPA 58.01.08 – Idaho Rules for Public Drinking Water Systems.
- F. Permissible Deflection at Joints - Water Pipe. Wherever it is necessary to deflect pipe from a straight line, either in the vertical or horizontal plane, to avoid obstructions or where long radius curves are permitted, the amount of deflection allowed shall not exceed the values in the following table:

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

Bell and Spigot		Mechanical Joint		Push-on Joint	
Diameter (Inches)	Max. & Min. Deflection Angle (Degrees)	Deflection (Inches)	Max. Deflection Angle (Degrees)	Deflection (Inches)	
6	7-07	27	5	19	

8	5-21	20	5	19
10	5-21	20	5	19
12	5-21	20	5	19
14	3-35	13 ½	3	11
16	3-35	13 ½	2	11
18	3-00	11	3	11
20	3-00	11	3	11
24	2-23	9	3	11

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

G. Anchorage (water pipe)

1. Limiting Pipe Diameter and Degree of Bend

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

2. Thrust Blocking

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

3. Metal Tie Rods

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

20.6 Pipe Testing and T. V. Inspection

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

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

Exfiltration testing of the sanitary sewer pipe will be conducted by the Contractor, under the supervision of the Engineer, or his representative, after the sewer line is backfilled. The

Contractor shall notify the Engineer at least twenty-four (24) hours in advance of his intention to pressure test the line.

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

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

1. Exfiltration Test (Using Air)

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

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

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

$$T = 0.0109 D^2 L$$

T = time in seconds

D = nominal inside diameter of pipe in inches

L = length of pipe in feet

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

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

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

2. T.V. Inspection

T.V. inspection, (by the City), of the newly installed sanitary and storm sewer pipes will be required, preferably, before the placement of asphalt on the roadway. It shall

be the responsibility of the Contractor to give the Engineer ample advance notice of the time when this inspection is to be performed to assure the timely scheduling of the City's personnel and equipment.

Any and all imperfections (i.e. sags in the pipe invert, joints not fully seated, offset joints, poor manhole entries and exits, etc.) found in the installation of the pipe shall be immediately repaired by the Contractor at no cost to the City. Such repairs shall be as allowed and directed by the City Engineer.

B. Water Pipe

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

20.7 Plugging Existing Pipe

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

20.8 Basis of Payment

- A. Storm Sewer Pipe. The accepted quantities of storm sewer pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe, as herein described, including furnishing and installing lock bands at each joint and all pipe zone material.

- B. Sanitary Sewer Pipe. The accepted quantities of sanitary sewer pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe. The cost of furnishing all pipe zone material is also included in this item.
- C. Perforated Sub-surface Drain Pipe. The accepted quantities of subsurface drain pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe, as herein described, including all angle branches, plugs, pipe connectors, and all pipe zone material.
- D. Water Pipe & Ductile Iron Fittings. Payment for main line water pipe, including fittings, thrust blocks and couplings will be made at the unit price per linear foot.
- E. Plugging existing pipes will be measured per each, for each plug installed, for pipe diameters up to and including 36 inches. The concrete for plugging pipes in excess of 36 inches in diameter will be measured by the cubic yard. Computations for corrugated metal pipes will be based on the nominal diameter.

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

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

ES-21. GATE VALVES AND VALVE BOXES

21.1 Scope

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

21.2 Materials

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

- C. Extension stems for valve operators. Where the depth of the opening nut is more than 4.5 feet, standard operating extensions shall be provided to bring the operating nut to a point 3.5 feet below the surface of the ground or pavement. The extension stem shall be constructed of steel (and coated).

21.3 Workmanship

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

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

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

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

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

Valve boxes shall be clean prior to final project acceptance.

21.4 Payment

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

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

ES-22. FIRE HYDRANTS

22.1 Scope

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

22.2 Materials

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

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.
- B. Pipe zone material, unless otherwise specified, shall be three quarter inch minus (3/4")- pea gravel, crushed rock, pea gravel, or clean sand.

23.2 Workmanship

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

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

23.3 Basis of Payment

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

the house connection will be based on the total length of pipe installed, including all fittings, measured along the pipe center line.

ES-24. STREET / ALLEY CUT REPAIR

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

ES-25. EROSION AND SEDIMENT CONTROL

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

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

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

ES-26. STORMWATER RUNOFF CONTROL

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

ES-27. IMPORTED TOPSOIL

27.1 General

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

27.2 Payment

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

ES-28. SEEDING

28.1 Seed

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

28.2 Application

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

28.3 Fertilizer

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

28.4 Mulch

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

28.5 Seedbed Preparation

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

28.6 Payment

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

ES-29. TREE TRIMMING

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

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

ES-30. INSPECTION

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

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

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

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

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

ES-31. WORKMANSHIP AND CLEAN UP

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

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

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

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

ES-32. MOBILIZATION

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

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

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

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

SPECIAL PROVISIONS

These Special Provisions cover but are not limited to, the removal of existing pedestrian ramps and curbs and the construction of new ADA compliant pedestrian ramps, curb, sidewalk, asphalt pavement, concrete pavement, street trees, historical style lighting, fencing, and associated work on the north half of C Street from Almon Street to Washington Street. This work also includes storm drainage adjustments to accommodate the new curb location. All as shown on the Plans and herein described in these Specifications.

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

GENERAL

All labor, materials, equipment, traffic control, and incidentals necessary for the completion of the work, as herein described in these specifications and as shown on the plans, shall be furnished by the Contractor. All work performed under this contract shall be completed in strict accordance with these SPECIAL PROVISIONS, ENGINEERING SPECIFICATIONS, CONTRACT PLANS, and the City of Moscow STANDARD CONSTRUCTION SPECIFICATIONS and DRAWINGS (**unless herein modified**). These SPECIAL PROVISIONS, the SCOPE OF WORK DESCRIPTION, and the CONTRACT PLANS have precedence over the City standards and Standard Drawings where not in agreement.

Traffic and pedestrian control shall be as per the MUTCD and is the Contractor's responsibility.

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 compacted base material, forms, and any concrete reinforcement 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.

Underground utility locates shall be the responsibility of the Contractor. The Contractor shall be responsible for all repair of 'located' utilities damaged during this project.

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.

Work shall be accomplished in a manner and method as to minimize the disruption to the traveling public, including pedestrians. Only one curb ramp may be closed at a time as to allow pedestrian movements around the work site, unless the Contractor can demonstrate an accessible pedestrian route around multiple ramp closures. It is the Contractor's responsibility to provide and maintain a safe accessible pedestrian route around each work site.

All aggregate base shall be furnished and installed in accordance with City of Moscow Engineering Specification ES-7. Prior to placing base rock, excavated sub-grade shall be graded smooth and compacted to the satisfaction of the Engineer.

Concrete shall be furnished and placed in accordance with City of Moscow Engineering Specification ES-12. Slump and curing requirements shall be strictly adhered to.

Reinforcing steel shall be placed, as per plan, and in accordance with Section 503 of Idaho Transportation Department's Standard Specifications for Highway Construction. Mortar blocks, or other devices approved by the Engineer, shall be used to maintain the concrete coverage required by the Plans.

New sidewalk and pedestrian ramp construction shall conform to City of Moscow Engineering Specification ES-14; except as modified in these specifications and the CONTRACT PLANS.

Water SHALL NOT be added to the surface of any concrete after placing - for any reason. Contraction joints shall be 1/4 the slab thickness. Sidewalk shall be COARSE broomed; as directed and approved by the Engineer. **The Contractor shall keep a person at the job site for a minimum of four hours, and as long as necessary, following the concrete surface brooming operation for the purpose of both preventing and repairing any damaged surfacing to the newly placed concrete. Concrete that is left unattended during said curing period, if damaged or defaced, shall be replaced at Contractor's expense.**

Equipment must be operated in such a manner as to minimize the damage to the surface of the existing streets and planted areas. Track-type backhoes shall be equipped with approved street-use type tracks.

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.

In some cases, the Contractor may be required to work around land survey 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, and to assure that the pedestrian ramps are constructed in compliance with ADA standards.

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 of work. 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.

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; for all other work and operations which must be performed or costs incurred before beginning production work on the various contract items. Mobilization cost for subcontracted work shall be considered to be included in the prices bid by the prime contractor.

Measurement and Payment:

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

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

Measurement for MOBILIZATION shall be lump sum. Payment for this item shall be at the price shown on the Contractor's Proposal, according to the above guidelines, and shall include all materials, labor, equipment and incidentals to do the work for:

SP-1. MOBILIZATIONL.S.

SP-2. REMOVALS AND DISPOSALS

This item consists of furnishing the necessary materials, labor and equipment to: saw-cut, excavate, remove and dispose of: existing bituminous surface, concrete pavement, concrete sidewalks, concrete curbs, water main, fire hydrants, manholes, catch basins, and other obstructions as required. All removals and disposals shall be in accordance with City of Moscow Engineering Specification ES-4.

The Contractor shall be responsible for all removals delineated by City staff as specified in plans, specifications, and contract documents, and as may be necessary to complete the work in accordance with the scope of the work and City Standards.

Sections of concrete to be removed shall be cleanly saw-cut perpendicular to the alignment of the adjacent competent curb or sidewalk. **Excavation and disposal of material necessary to accommodate the placement of six inches (6") of new, compacted crushed rock base beneath the new sidewalk, pedestrian ramps and vehicular approaches, and four inches (4") of new, compacted base rock beneath new curbs is considered incidental to the removal items.**

Curbs, sidewalks and street sections to be removed shall be saw-cut full depth, on smooth, straight lines as marked in the field. Saw cutting shall be considered incidental to this item. The concrete is to be removed and disposed of by the contractor. Location of a disposal site is the responsibility of the contractor.

All areas, on the street side of the curb, where asphalt surfacing has been removed shall be temporarily cold mix patched (min. 2.5" thick) or backfilled with crushed rock base flush with the existing asphalt surface the same day as excavation and backfill occurs. The temporary patch or backfill must then later be removed and replaced to match existing depth or with 6-inch thick hot mix patch whichever is lesser. The hot mix patch shall be installed a minimum of three (3) days to a maximum of seven (7) days after pouring the concrete curb/sidewalk. Temporary patching or backfill shall be maintained to provide a smooth driving surface and protected by means of traffic cones until the time of replacement with the permanent hot mix asphalt patching. Temporary cold patching behind sidewalk is not required. All costs associated with the temporary patching or crushed rock base backfill shall be included in the removal items.

The contractor must notify the property owner at least 24 hours in advance of any impact to driveway access.

The Contractor shall be especially cognizant of apparent tree roots that will require caution during the performance of this work item and shall notify the Community Forestry Administrator, David Schott (208) 883-7098, upon encountering roots of 1" or greater diameter before cutting those roots.

A. REMOVE / DISPOSE OF BITUMINOUS SURFACE

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

Existing bituminous surface to be removed shall be neatly saw-cut, removed, and disposed necessary to facilitate the construction of concrete curb, sidewalk, and pedestrian curb ramps. Saw cutting shall be considered incidental to this item. Sections to be removed shall be cleanly saw-cut perpendicular to the existing curb alignment, and along painted removal lines located 24" minimum from the curb line, as shown in the plans. When field conditions dictate, removal limits may be extended beyond 24" to achieve ADA compliance. This item also covers any milling or removal of bituminous surface for the preparation of raised asphalt crosswalks. Location of a disposal site is the responsibility of the contractor.

Crushed rock must be placed along the edge of any vehicle or pedestrian approach affected by these removals to provide temporary vehicle access if needed to maintain local access. The contractor must notify the property owner at least 24 hours in advance of any impact to driveway access.

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

B. REMOVE / DISPOSE OF CONCRETE SIDEWALK

This work shall consist of, but not limited to, the removal and disposal of concrete sidewalk. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings. Any property corners shall be referenced prior to removal.

Sections of concrete to be removed shall be cleanly saw-cut perpendicular to the alignment of the adjacent competent curb or sidewalk. **Excavation and disposal of material necessary to accommodate the placement of six inches (6") of new, compacted crushed rock base beneath the new sidewalk, pedestrian ramps and vehicular approaches, and four inches (4") of new, compacted base rock beneath new curbs is considered incidental to the removal items.**

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

C. REMOVE / DISPOSE OF CONCRETE CURB

This work shall consist of, but not limited to, the removal and disposal of concrete curb Type A. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Sections of concrete to be removed shall be cleanly saw-cut perpendicular to the alignment of the adjacent competent curb or sidewalk. **Excavation and disposal of material necessary to accommodate the placement of six inches (6") of new, compacted crushed rock base beneath the new sidewalk, pedestrian ramps and vehicular approaches, and four inches (4") of new, compacted base rock beneath new curbs is considered incidental to the removal items.**

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

D. REMOVE / DISPOSE OF CONCRETE CURB & GUTTER

This work shall consist of, but not limited to, the removal and disposal of concrete curb & gutter type B. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Sections of concrete to be removed shall be cleanly saw-cut perpendicular to the alignment of the adjacent competent curb or sidewalk. **Excavation and disposal of material necessary to accommodate the placement of six inches (6") of new, compacted crushed rock base beneath the new sidewalk, pedestrian ramps and vehicular approaches, and four inches (4") of new, compacted base rock beneath new curbs is considered incidental to the removal items.**

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

E. REMOVE / DISPOSE OF STRUCTURES AND OBSTRUCTIONS

This work shall consist of, but not limited to, the removal and disposal of buildings, irrigation boxes, pipes, bridges, abandon utilities, fences, drainage structures and manholes regardless of the type (precast, poured in place, etc.), material and depth. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Void space remaining after removal shall be filled and compacted with native soils or 3/4" (-) crushed rock as directed by the Engineer. Backfill of the immediate and surrounding areas disturbed by construction shall be topsoil as specified in these specifications, and shall be hand raked to conform to the adjacent properties. Topsoil shall be compacted to a density of between 85% and 90% of AASHTO T99. The Engineer must approve a method of compaction in advance. Fill materials, topsoil backfill, and labor shall be part of the work of **REMOVE/DISPOSE OF STRUCTURES AND OBSTRUCTIONS.**

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

Measurement and Payment:

Measurement for REMOVE / DISPOSE OF CONCRETE CURB and REMOVE / DISPOSE OF CONCRETE CURB & GUTTER shall be by the linear foot as measured in the field. Measurement for REMOVE / DISPOSE OF CONCRETE SIDEWALK and REMOVE / DISPOSE OF BITUMINOUS SURFACE shall be by the square yard as measured in the field. MEASUREMENT FOR REMOVE / DISPOSE OF STRUCTURES AND OBSTRUCTIONS will be measured per lump sum for all devices furnished and installed on the project. Payment shall include all costs incurred to remove and dispose of the item including labor, equipment and other incidental costs for each of the following bid items included on the Contractor's Bid Proposal:

SP-2. A. REMOVE / DISPOSE OF BITUMINOUS SURFACE..... S.Y.

SP-2. B. REMOVE / DISPOSE OF CONCRETE SIDEWALK S.Y.

SP-2. C. REMOVE AND DISPOSE OF CONCRETE CURB L.F.

SP-2. D. REMOVE / DISPOSE OF CONCRETE CURB & GUTTER..... L.F.

SP-2. E. REMOVE / DISPOSE OF STRUCTURES AND OBSTRUCTIONS...L.S.

SP-3. FIRE HYDRANT RELOCATION

This work shall consist of, but not limited to, the relocation of the fire hydrant with 6" piping, tee fitting, and 6" gate valve included. The relocation shall be in accordance with the Project Plans, Engineering Specifications ES-22, and the Standard Drawings. Pipe material shall be Class 52 Ductile Iron or approved alternative. A concrete collar 2 feet in diameter and 6 inches thick will be poured around the fire hydrant barrel at a depth 6 inches below the ground level.

Removed fire hydrants shall be stored in a protected location, by the Contractor, at no expense to the City, for the duration of the project. Fire hydrants shall be inspected and approved by the Engineer or their representative prior to installation, fire hydrants damaged during removal or storage may be cause for rejection by the Engineer or their representative. Rejected fire hydrants will be replaced at the Contractors expense. Fire hydrants which are not shown to be replaced on the Project Plans shall be salvaged, salvaged fire hydrants are the property of the City unless otherwise indicated. The work shall be in accordance with the Project Plans, Engineering Specifications and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, valve, fittings, valve boxes, concrete collar, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Measurement and payment for FIRE HYDRANT RELOCATION shall be paid per each with gate valve, valve box, pipe, pipe trenching, tee, and thrust block. 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. FIRE HYDRANT RELOCATIONEACH

SP-4. CATCH BASIN

This work shall consist of, but not limited to, the installation of catch basin. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-18, ES-19, ES-23, and the Standard Drawings. Catch basins shall be placed in the flow line of the street.

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

Measurement and Payment:

CATCH BASIN shall be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, hood and frame backfill, and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-4. CATCH BASINEACH

SP-5. 8-INCH STORM SEWER PIPE

This work shall consist of, but not limited to, the installation of eight (8) inch PVC storm sewer pipe. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified backfill, and connections to complete the work. Pipe material shall be SDR 35 PVC or approved alternative. Couplings shall include a steel shield reinforcement band to prevent invert discontinuities between connected pipes. The pipe shall be set at specified depths as shown in the Project Plans. Three-quarter inch (3/4") minus crushed rock must be laid and compacted to 95% of AASHTO T-99 maximum density four (4) inches underneath the pipe. Backfill trench with 95% compacted Three-quarter inch (3/4") minus crushed rock in lifts not to exceed six (6) inches of depth. The pipe must have a minimum gradient of 0.5% in order to produce a half-full pipe velocity of two (2) feet per second unless, otherwise approved by the Engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-7, ES-19, ES-20, ES-23, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment necessary to furnish, excavate, install, and backfill storm sewer pipes and

make the necessary connections to existing catch basins, manholes, existing and proposed storm sewer pipes, and/or clean-outs.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment necessary to furnish, excavate, install, and backfill storm sewer pipes and make the necessary connections to existing catch basins, manholes, existing and proposed storm sewer pipes, and/or clean-outs.

Measurement and Payment:

Installation of 8-INCH STORM SEWER PIPE shall be paid by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-5. 8-INCH STORM SEWER PIPE..... L.F.

SP-6. CONCRETE CURB

This work shall consist of constructing either concrete Type A Curb, Curb and Gutter, Rolled Curb, or Pedestrian Curb. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-11, ES-12, ES-13, and the Standard Drawings.

Two (2) No. 4 rebar dowels shall be epoxy embedded a minimum of six (6) inches into abutting sawn curb or curb and gutter. On curb and gutter, one dowel shall be centered (back to face of curb) in the vertical curb section six (6) inches from the bottom of curb, and one shall be centered vertically (top to bottom of gutter section), fifteen (15) inches from the back of curb. On Type A curb the dowels shall be centered front to back of curb, and be located three (3) inches from top and bottom of curb respectively. Dowels shall extend six (6) inches into the new concrete curb and gutter section to be constructed.

Excavated areas on road side of curb shall be replaced with 3/4" minus crushed aggregate conforming to City of Moscow Standard ES-7 to the level of the adjacent asphalt and compacted to 95% of AASHTO T-99 maximum density in lifts not to exceed 8 inches depth. See SP-2 REMOVALS AND DISPOSALS for temporary patching and/or backfill requirements.

Excavation and disposal of material necessary to accommodate the placement of 4 inches of new compacted base rock beneath new curb is considered incidental to the removal items. Doweling of curb, backfill, and compaction are considered incidental to this item.

Backfill of lawn areas adjacent to new curbs shall be topsoil as specified in these specifications, and shall be hand raked to conform to the adjacent properties. Topsoil backfill and labor shall be considered **incidental** to this pay item. All other excavated areas shall be backfilled.

Measurement and Payment:

Measurement and payment for CONCRETE CURB shall be by the linear foot for either Type A Curb, Curb and Gutter, Rolled Curb, or Pedestrian Curb as measured in the field. Payment shall include all costs incurred to construct the item including labor, equipment and other incidental costs for each of the following bid items included on the Contractor's Bid Proposal:

SP-6. A. CONCRETE CURB TYPE A L.F.

SP-6. B. CONCRETE CURB AND GUTTER TYPE B L.F.

SP-7. CONCRETE SIDEWALK

This work shall consist of, but not limited to, the installation of 5 (five) inch thick concrete sidewalk. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-11, ES-12, ES-14, and the Standard Drawings.

The Contractor shall patch, repair, and/or replace all existing work immediately adjacent to the newly constructed sidewalk, such that adjacent area is left in its original state.

Excavation and disposal of material necessary to accommodate the placement of six (6) inches of new compacted base rock beneath the sidewalk is considered incidental to the removal items. The rock shall be compacted to 95% of standard density as determined by AASHTO T-99.

Backfill of lawn areas adjacent to new sidewalks shall be topsoil as specified in these specifications, and shall be hand raked to conform to the adjacent properties. Topsoil backfill and labor shall be considered incidental to this item.

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

Measurement and Payment:

Measurement for CONCRETE SIDEWALK shall be paid per square yard as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include base rock, excavation, topsoil, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-7. CONCRETE SIDEWALK S.Y.

SP-8. CONCRETE PEDESTRIAN CURB RAMP

This work shall consist of the installation of five (5) inch thick pedestrian curb ramps with six (6) inch thick aggregate base course as shown in the Contract Plans and in accordance with the ES-14, and these Specifications.

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.

The Contractor shall patch, repair, and/or replace all existing work immediately adjacent to the newly constructed sidewalk, such that adjacent area is left in its original state.

It is the Contractor's responsibility to adhere to the Americans with Disabilities Act (ADA). The standards to which pedestrian facilities must be in compliance with is found in the Public Rights-Of-Way Accessibility Guidelines (PROWAG) <http://www.access-board.gov/>. The contract documents are intended to assist the Contractor in constructing ADA compliant pedestrian facilities. It is the Contractor's sole responsibility to construct pedestrian routes in compliance with the accessibility standards of the ADA. Any concrete pedestrian ramp found to be out of compliance with the ADA requirements shall be replaced at the Contractor's expense.

Measurement and Payment:

Measurement for CONCRETE PEDESTRIAN CURB RAMP shall be by the square yard (at the thickness described above) as measured in the field. Measurements shall include all ramped areas, landing areas, and, if determined necessary by Engineer, transition pieces tying the top of the new ramp into existing sidewalk. Payment shall include all costs incurred to construct this item including labor, materials, equipment, and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-8. CONCRETE PEDESTRIAN CURB RAMP..... S.Y.

SP-9. CAST IRON TRUNCATED DOMES

This work shall consist of furnishing and installing Truncated Domes (detectable warning surfaces) at pedestrian curb ramps in compliance with the Public Rights-of-Way Accessibility Guidelines. All work shall be in conformance with the most current ADA requirements.

The truncated domes shall be pressed firmly into the concrete to the point that concrete fills the vent holes on the truncated dome plates. Any swelling of the concrete that occurs around the truncated domes must be screeded off and the surrounding concrete shall be finished flush with

the truncated dome plate edge. The finished installation of the truncated domes plates and the ramp surface plane shall have no surface deviations over 3/16 inches.

Truncated domes shall be **CAST IRON** in color. **The panels shall be ordered and installed to the width of the pedestrian curb ramp; splicing of multiple warning surface panels shall not be allowed unless approved by the Engineer.**

Measurement and Payment:

Measurement and payment for CAST IRON TRUNCATED DOMES shall be by the square foot as measured in the field. Payment shall include all costs incurred to construct the item including labor, equipment and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-9. CAST IRON TRUNCATED DOMESS.F.

SP-10. 3/4" (-) CRUSHED ROCK BASE

This work shall consist of, but not limited to, the installation of crushed aggregate base. The installation shall be in accordance with the Project Plans, ES-7, and the Standard Drawings.

Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. The base shall be placed at a minimum depth of fourteen **(14) inches** and compacted in six (6) inch maximum lifts. Compaction will be accomplished with approved rolling equipment and shall meet 95% of standard density as determined by AASHTO T-99.

This item is for road base only. Aggregate used for curb, sidewalk, and trench backfill is incidental to those items.

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 at the thickness described above and as shown on the project plans. The unit price, per cubic yard, shall include all materials, labor, equipment, and incidentals necessary to furnishing, placing and compacting:

SP-10. 3/4" (-) CRUSHED ROCK BASETON

SP-11. HOT MIX ASPHALT PATCHING

This work shall consist of paving back removed bituminous surfaces with hot mix asphalt pavement as shown in the Contract Plans and in accordance with ES-15 and these Specifications. This work shall take place after the aggregate base grade and compaction adjacent to curb are approved by the Engineer. This item shall consist of minimum two lifts of 1/2" Superpave HMA pavement surface course as specified in ES-15. Each lift shall not exceed 3" of compacted depth.

Do not apply asphalt if the roadway surface or weather conditions can prevent proper construction. Apply an asphalt tack coat to existing asphalt surfaces and to the surface of each course constructed, except the final course. Apply tack coat to transverse and longitudinal joints and the contact surfaces of curbing, gutters, manholes or other structures. All objects adjacent to the areas to be tacked, including curbs, shall be adequately protected from over spray from the distributor. The Contractor shall satisfactorily repair any discolored surfaces.

Measurement and Payment:

Measurement for HOT MIX ASPHALT PATCHING shall be by the ton, as determined by weigh slips, and complete with all necessary compaction. The Contractor will be responsible for furnishing weigh slips to the Engineer upon delivery to the project. Payment shall include all costs incurred to construct this item including labor, materials, equipment, and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-11. HOT MIX ASPHALT PATCHING.....TON

SP-12. IRRIGATION SYSTEM

This work consists of the complete drip-irrigation system in accordance with the Plans and Specifications as locations shown in the Contract or as ordered by the Engineer. An existing water service connection with irrigation and backflow is available for connection. The intent is for a new connection and system to be located after the existing meter and backflow device.

The construction and material requirements shall conform to the City of Moscow Standards for Irrigation Systems. The anticipated pressure at the new irrigation connection is 85-95 psi. The CONTRACTOR shall design and build the irrigation drip line to provide adequate water supply to new Street Trees. Trenching bedding and backfill shall be in accordance with City of Moscow Standards. The contractor shall coordinate with the City of Moscow prior to connection to the existing irrigation service.

Measurement and Payment:

The lump sum contract price for Irrigation System shall be full pay for the construction of the complete irrigation system and modifying the existing systems as described above and shown in the Plans, and herein specified, including but not limited to: labor, materials, equipment, warranties, taxes, insurances, permits, shop drawings, submittals, freight, mobilization, cleanup,

traffic control, excavation, backfilling, restoring facilities destroyed or damaged during construction, tests, and incidental costs necessary to construct the improvements. All additional material and labor, not shown in the Plans or called for herein and which are required to complete the Irrigation system, shall be included in the lump sum contract price.

SP-12. IRRIGATION SYSTEM.....L.S.

SP-13. CONCRETE TREE WELL

This work shall consist of, but not limited to, installing prefabricated Concrete Tree Wells to the dimensions shown in the Plans and in accordance with these Specifications or as approved by the engineer.

Prefabricated Tree Wells will be the City of Moscow design from Wilbert Precast as shown in the plans, or approved equal.

Prior to removing or planting trees and shrubs within the City of Moscow Right of Way, the Contractor shall contact the Community Forestry Administrator, David Schott (208) 883-7098, 10 days prior to starting work and obtain necessary permits. All tree removal or planting work shall be completed by a City of Moscow licensed tree contractor and in accordance with the Community Forest Ordinance, Moscow City Code §5-8-1 et seq.

Materials

Materials shall meet the requirements of the following sections:

1. Concrete shall meet the requirements of Engineering Specification ES-11 CONCRETE.
2. Reinforcing Steel shall conform to either AASHTO M31 Grade 60 or ASTM A 706.
3. Aggregate Base shall meet the requirements of Engineering Specification ES-7 CRUSHED ROCK BASE.
4. Angle Iron grate frames shall conform to ASTM A 36.

Construction Requirements

1. Excavation, including disposal, shall be in accordance with ES-4 REMOVALS AND DISPOSALS and ES-5 EARTHWORK of the Engineering Specifications. It is the contractors' responsibility to obtain an approved dumpsite location for all disposal items.

2. All aggregate base shall be furnished and installed in accordance with Engineering Specification ES-7 CRUSHED ROCK BASE. Prior to placing base rock, excavated sub-grade shall be graded smooth and compacted to the satisfaction of the Engineer.
3. Concrete shall be furnished and placed in accordance with Engineering Specification ES-12 CONCRETE CONSTRUCTION REQUIREMENTS.
4. Reinforcing steel shall be placed, as per plan, and in accordance with Section 503 of Idaho Transportation Department's Standard Specifications for Highway Construction.
5. Vertical edges of the Concrete Tree Well shall be flush with the adjoining surface to the greatest extent possible.
6. Concrete Tree Wells shall be loosely backfilled to a minimum depth of 9" topsoil and 3" mulch. Topsoil and mulch shall be approved by the Engineer prior to backfilling.

Measurement and Payment

The measurement for CONCRETE TREE WELL shall be per each for each finished tree well complete in place. All excavation, aggregate base, concrete, reinforcing steel, imported topsoil, and mulch shall be considered incidental to the associated bid item. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals to perform the work for:

SP-13. CONCRETE TREE WELL..... EA

SP-14. TREE PLANTING (Emerald Avenue Hornbeam)

This work shall consist of furnishing and planting trees, shrubs, vines and ground cover in accordance with these Specifications and in reasonably close conformity with the Plans or as approved by the Engineer.

Prior to removing or planting trees and shrubs within the City of Moscow Right of Way, the Contractor shall contact the Community Forestry Administrator, David Schott (208) 883-7098, 30 days prior to starting work and obtain necessary permits. All tree removal or planting work shall be completed by a City of Moscow licensed tree contractor and in accordance with the Community Forest Ordinance, Moscow City Code §5-8-1 et seq.

Materials

Trees shall be Emerald Avenue Hornbeam, *Carpinus Betulus* 'JFS-KW1CB'. Tree caliper shall be 1-3/4" minimum.

At the time of delivery, all plant material furnished shall meet the grades established by the latest edition of the American Standard for Nursery Stock, (ASNS) ANSI Z60.1 and shall conform to the size and acceptable conditions as listed in the Contract, and shall be free of all foreign plant material.

All plant material shall comply with State and Federal laws with respect to inspection for plant diseases and insect infestation.

All plant material shall be purchased from a nursery licensed to sell plants in Idaho State.

Live woody or herbaceous plant material, except cuttings, rhizomes, and tubers, shall be vigorous, well formed, with well-developed fibrous root systems, free from dead branches, and from damage caused by an absence or an excess of heat or moisture, insects, disease, mechanical or other causes detrimental to good plant development. Evergreen plants shall be well foliated and of good color. Deciduous trees that have solitary leaders shall have only the lateral branches thinned by pruning. All conifer trees shall have only one leader (growing apex) and one terminal bud, and shall not be sheared or shaped. Trees having a damaged or missing leader, multiple leaders, or Y-crotches shall be rejected.

Root balls of plant materials shall be solidly held together by a fibrous root system and shall be composed only of the soil in which the plant has been actually growing. Balled and burlapped rootballs shall be securely wrapped with jute burlap or other packing material not injurious to the plant life. Root balls shall be free of weed or foreign plant growth.

Plant materials shall be nursery grown stock. Plant material, with the exception of cuttings, gathered from native stands shall be held under nursery conditions for a minimum of one full growing season, shall be free of all foreign plant material, and meet all of the requirements of the Plans and these Specifications.

Container grown plants shall be plants transplanted into a container and grown in that container sufficiently long for new fibrous roots to have developed so that the root mass will retain its shape and hold together when removed from the container, without having roots that circle the pot. Plant material which is root bound, as determined by the Engineer, shall be rejected. Container plants shall be free of weed or foreign plant growth.

Bare root plant materials shall not be used on this project.

Average height to spread proportions and branching shall be in accordance with the applicable sections, illustrations, and accompanying notes of the ASNS.

Plants specified or identified as "Street Tree Grade" shall be trees with straight trunks, full and symmetrical branching, central leader, and be developed, grown, and propagated with a full branching crown. A "Street Tree Grade" designation requires the highest grade of nursery shade or ornamental tree production which shall be supplied.

Street trees with improperly pruned, broken, or damaged branches, trunk, or root structure shall be rejected. In all cases, whether supplied balled and burlapped or in a container, the root crown (top of root structure) of the tree shall be at the top of the finish soil level. Trees supplied and delivered in a nursery fabric bag will not be accepted.

Plants which have been determined by the Engineer to have suffered damage for the following reasons will be rejected:

7. Girdling of the roots, stem, or a major branch.
8. Deformities of the stem or major branches.
9. Lack of symmetry.
10. Dead or defoliated tops or branches.
11. Defects, injury, and condition which renders the plant unsuitable for its intended use.

Plants that are grafted shall have roots of the same genus as the specified plant.

Caliper will be measured 6" above the soil line at time of planting.

Handling and Shipping

Handling and shipping shall be done in a manner that is not detrimental to the plants. The nursery shall furnish a notice of shipment in triplicate at the time of shipment of each truck load or other lot of plant material. The original copy shall be delivered to the Project Engineer, the duplicate to the consignee and the triplicate shall accompany the shipment to be furnished to the Inspector at the job site. The notice shall contain as a minimum the following information:

1. Name of shipper.
2. Date of shipment.
3. Name of commodity (including all names as specified in the Contract).
4. Consignee and delivery point.
5. City Contract number.
6. Point from which shipped.
7. Quantity contained.
8. Size (height, runner length, caliper, etc., as required).
9. Signature of shipper by authorized representative.

To acclimate plant materials to Northwest conditions, all plant materials used on a project shall be grown continuously outdoors north of the 42nd Latitude (Oregon-California border) from not later than August 1 of the year prior to the time of planting.

All container grown plants shall be handled by the container and all balled and burlapped plants shall be handled by the ball.

Plant material shall be packed for shipment in accordance with prevailing practice for the type of plant being shipped, and shall be protected at all times against drying, sun, wind, heat, freezing, and similar detrimental conditions both during shipment and during related handling. Where necessary, plant material shall be temporarily heeled in. When transported in closed vehicles,

plants shall receive adequate ventilation to prevent sweating. When transported in open vehicles, plants shall be protected by tarpaulins or other suitable cover material.

Inspections

Final inspection and approval (or rejection) will occur when the plant material has been delivered to the Contract site. The Contractor shall notify the Engineer, not less than 48 hours in advance, of plant material delivery to the project.

Substitution of Plants

No substitution of plant material, species or variety, will be permitted unless evidence is submitted in writing to the Engineer that a specified plant cannot be obtained and has been unobtainable since the Award of the Contract. If substitution is permitted, it can be made only with written approval by the Engineer. The nearest variety, size, and grade, as approved by the Engineer, shall then be furnished.

Container grown plant material may be substituted for balled and burlapped plant materials. When substitution is allowed, use current ASNS standards to determine the correct rootball volume (container or balled and burlapped) of the substituted material that corresponds to that of the specified material. These substitutions shall be approved by the Engineer and be at no cost to the Contracting Agency.

Temporary Storage

Plants stored under temporary conditions prior to installation shall be the responsibility of the Contractor.

Plants stored on the project shall be protected at all times from extreme weather conditions by insulating the roots, root balls, or containers with sawdust, soil, compost, bark or wood chips, or other approved material and shall be kept moist at all times prior to planting.

Commercial Fertilizer

Commercial fertilizer shall be furnished in containers marked with the weight and/or volume with the manufacturer's guaranteed analysis of the contents. Dry fertilizers shall be free from lumps or cakes.

Soil Conditioner

Soil conditioner shall consist of compost, peat moss, sedge peat or bark and shall be reasonably free from wood substances and shall have a minimum of 50 percent organic matter by weight. The source shall be approved before shipping to the project.

Imported Topsoil

Imported Topsoil shall meet the requirements of ES-27 IMPORTED TOPSOIL of the Engineering Specifications.

Mulch

The sources of all types of mulch shall be approved before shipping to the project.

1. Bark mulch (granular and ornamental type) shall be reasonably free of strips and splinters.
2. Grain straw or grass hay shall be certified noxious weed-free and where it is to be anchored by mechanical crimping shall have approximately 50 percent of the stems exceeding 9 7/8 in. (250 mm) in length.
3. Shredded bark shall have a shredded or stringy texture.
4. Wood and paper fiber shall form a blotter-like ground cover when applied.

Construction Requirements

Unless otherwise approved, planting operations shall be performed between September 15 and May 15, and shall take advantage of favorable planting conditions. If the Contractor is permitted to plant at other seasons, approved anti-transpirants shall be used.

The area shall be graded and approved before planting locations are staked. Tree locations and the general layouts of plant areas for shrubs, vines and ground cover shall be marked out and staked by the Contractor. Planting shall not be started until the Engineer has approved the locations and layouts.

Planting areas for shrubs and vines shall be cultivated to a minimum depth of 4 in. (100 mm). Weeds and other vegetative growth, large clods, rocks, and other debris encountered in the cultivating work shall be removed and disposed of.

When excavating holes for planting, topsoil shall be kept separate from subsoil and shall be made loose and friable. Alkaline soil, gravel, stones, or other detrimental material encountered in the excavation shall be removed and wasted.

In removing plants from containers, care shall be taken to prevent disturbance of the root systems or earth therein. Plants grown in individual containers of peat or other decomposable material shall be planted without removing the plant from the container.

After planting is completed, the soil surface shall be cultivated to a depth of not less than 2 in. (50 mm).

Commercial fertilizer shall be incorporated uniformly in the surface of the soil around trees and shrubs in the amounts directed. The quantities to be used will be approximately 1 lb. (0.5 kg) per tree, and 0.5 lb. (0.25 kg) per shrub or vine.

Soil conditioner shall be mixed into the Imported Topsoil being used in backfilling. The quantities to be used will be approximately 1 CF (0.03 m³) per tree, and 0.5 CF (0.015 m³) per shrub or vine.

Mulching of planted areas shall be performed after all planting work in each area is complete and the ground is smooth and clean. Mulch shall be placed to a 3 in. (75 mm) depth over the entire shrub and vine areas and around trees as shown on the plans. Mulch shall be removed from plants, structures, roadway areas and grassed areas not specified to be covered.

Imported Topsoil shall meet the requirements of ES-27; shall be made loose and friable; and shall be applied in accordance with the plans or as directed.

Each tree shall be staked before completion of the backfilling in accordance with the details shown in the Plans.

Trees, shrubs, vines and ground cover shall be watered during or immediately after planting. Watering shall be repeated as often as necessary until the work is accepted. Water may be obtained without charge from city-owned or city-controlled water supply systems on the project, if such exist; otherwise water shall be obtained by the Contractor at no expense to the City.

Trees and shrubs shall be properly pruned before or after planting according to accepted horticultural practice. Cut surfaces 1 in. (25 mm) or more in diameter shall be painted within 48 hours with an approved tree wound dressing.

The Contractor shall assure the establishment of plantings by watering, cultivating, replacement of plants or mulch, and other work necessary to maintain the plants in a healthy condition, throughout the plant establishment period of **one year**.

Until the work has been accepted, the Contractor shall keep the planting areas free from weeds, grass, litter, and debris. If the Contractor elects to use a herbicide to control weeds, it shall be the Contractor's responsibility to replace and maintain plants and lawn damaged by its use.

At completion of the original planting, dead plants shall be removed and replaced. Plants which do not show normal growth, but which retain green leaves, stems, or buds may be left in place, subject to acceptance or rejection during the next planting season. After the original planting the Engineer will periodically inspect the condition of plants and planting areas. The Engineer will notify the Contractor of apparent defects, faults and conditions, and dead plants discovered by the inspection. Correction of apparent defects, faults and conditions, and the removal and disposal of dead plants shall be completed within 10 days after notification.

Dead plants shall be replaced at the earliest possible time. If immediate replacement of dead or rejected plants is impossible due to seasonal conditions or the lack of specified plants, a marker shall be placed at the spot of replacement and replacement shall be made in the next planting season. Provided all other work has been completed, plant replacement may be considered to be justification for an extension of time.

In the event of infestation by insects or disease, plants shall be treated by effective remedial measures approved as good horticultural practice.

Measurement and Payment

The quantity of plants to be paid for will be the number of accepted trees, shrubs, vines, or ground cover of the specified sizes and kinds. All commercial fertilizer, soil conditioner, imported topsoil, and mulch shall be considered incidental to the unit bid item for the plants.

Progress payments for plants will be made at 80 percent of the contract unit price at the completion of the original planting. The remaining 20 percent will be paid at the completion of the **one year** plant establishment period when defective plants have been replaced.

Payment shall be as shown on the Contractor's Proposal and shall include all incidentals necessary to perform the work for:

SP-14. TREE PLANTING..... EA

SP-15. ILLUMINATION SYSTEM

This work shall consist of furnishing, installing, and field testing all materials and equipment necessary to complete in place, fully functional Illumination system including modifications to an existing system in accordance with approved methods, the Plans, and these Specifications.

The contractor shall furnish and install all electrical conduit, wiring, luminaires, poles, pole foundations, and electrical equipment necessary for the construction of a complete lighting system as shown on the plans.

Unless otherwise noted, the location of luminaires and appurtenances shown in the Plans are approximate; and the exact location will be established by the Engineer in the field.

Materials

All materials furnished by the contractor shall bear the seal of approval of the Underwriter Laboratories, Inc. or shall meet the requirements of the National Electrical Manufacturer's Association, as appropriate. In addition to the requirements of the plans and specifications, all material and workmanship shall conform to the National Electrical Code and shall meet all local codes and requirements of the connecting utility.

Submittals

1. Submit shop drawings and manufacturers' cut sheets for materials to be installed under this section.
2. Submit manufacturer's certification that materials meet or exceed specified requirements.

3. Submit manufacturers' installation instructions and maintain copy at the jobsite.
4. Submit warranty for all supplied materials and workmanship for a period of **one year** from final acceptance. The warranty must state that the products supplied by the Contractor were free of defects and suitable for the uses set forth in the Specifications.

Delivery, Storage and Handling

Deliver, store, and handle materials in accordance with the manufacturer's recommendations, to prevent shock, damage or excessive exposure to sunlight and weather.

Historical Luminaire, Pole, and Accessories

City of Moscow approved poles, luminaires and accessories are as listed below.

Luminaire:

1. Holophane WFCL3 P30 40K MVOLT FC3 BK SK AO L25
2. An approved equal

Pole and Accessories:

1. Holophane
 - a. Pole: CLS 17 FTB 17D CO3 BK ABG
 - b. Banner Arm: (2) BA 100P 26IN 1A BO FTB HB BK
 - c. Receptacle: SP120/168A RP186A FG BK
2. An approved equal

Fuse Holders

Insulated fuse holders (installed at the base of each metal or fiberglass pole), one per each 'hot' line.

1. Fuse Holder and Insulating Boot: In-line, waterproof, SEC Model 1791-DF or SEC Model 1791-SF or approved substitution.

Insulated fuse holders (in fused junction box), one per each 'hot' line.

1. Fuse Holder and Insulating Boot: In-line, waterproof, SEC Model 1791-DF or SEC Model 1791-SF or approved substitution.

Conductor

Underground and Pole wire.

1. Shall be type THWN- 600 volt, insulated or as approved by the Engineer.
2. Shall be sized to meet the load demands of the system.
3. Wires to be color-coated per NEC Code.

Conduit

Above Ground.

1. Galvanized metal conduit: UL approved.
2. Schedule 40 PVC conduit: UL approved, 1 inch minimum diameter (ground level to disconnect box), 3/4 inch minimum diameter (disconnect box to luminaire). Schedule 40 PVC conduit shall not be used in areas where it is subject to physical damage.

Underground Conduit.

1. Schedule 40 PVC conduit: UL approved, 1.5 inch minimum diameter.
2. Standard manufactured bends of no less than 45 degrees.
3. Locating wire only required for empty (spare) conduit.

Photocells

Photoelectric (PE) controls to be twist lock type base with a label to mark installed and removed dates.

Outdoor Lighting Photoelectric Controls (OLPC) to be of a solid state crystal sensing type with inverted turn-on and turn-off design. Designed to turn-on at 3.0 (FC) 32.3 lux $\pm$ 20%, turn-off value will be 60% of the turn-on value (1.8 (FC) 19.4 lux $\pm$ 20%). Designed to operate in 105 to 285 voltage range. Output control relay to have a 45 second time delay to prevent false turn-off from momentary brightness. Output relay rated at 1800 VA, 15 amps for all HID lamps with a failsafe (fail-on) design. OLPC to have a built-in MOV for lightning and transient/surge protection. OLPC to have secondary zener diodes and transient filters. Circuit board to be properly coated to prevent corrosion. OLPC cover to be made of blue (ANSI color coding of 105-285 voltage range) hi-impact Noryl plastic, UL approved break resistant and flame retarding material. OLPC window to be acrylic with proper UV stabilizers to prevent discoloration. OLPC to conform to all IES street lighting standards and the ANSI C 136.10 specification for twist lock photo-control devices.

Disconnect Boxes

1. Boxes shall conform to National Electrical Code (NEC), Article 370-15.
2. Overload protective devices allowed under NEC, Article 240.
3. Grounded as allowed in NEC Article 250-81 through Article 250-155.

Concrete Pole Bases

Concrete shall be Class 4000 psi meeting the requirements of ES-11 CONCRETE for Cast-in-Place Concrete.

Steel Reinforcement shall be

1. Reinforcing Steel: ASTM A 615M, 60 ksi, yield grade; deformed billet.
2. Reinforcing Steel: ASTM A 706M, 60 ksi, yield grade; deformed low-alloy steel bars, unfinished. Use whenever rebar requires welding.

Pole anchors shall conform to requirements stipulated by pole manufacturer.

Base dimensions and construction shall conform to Details in the Contract Plans.

Prefabricated Bases

Prefabricated bases for historical poles will be allowed with approval of the Engineer.

Service Pedestal

1. Constructed of 12 gage zinc coated steel with hood and covers of 14-gauge zinc coated steel.
2. NEMA Type 3R rainproof enclosure with padlock hasp.
3. White powder coat finish in accordance with ASTM B-117 or as approved by the Engineer.
4. 12 circuit copper bussed interior.
5. Plug-in breaker with each breaker having a minimum 30 amp, 2 pole rating.
6. Vandal-resistant enclosure with side-hinged door and dead front.
7. Factory wiring to be 600 volt rated copper with pressure type terminal required for (No. 8 through No. 2 AWG) wire.

Construction Requirements

The contractor shall be responsible for furnishing, installing and maintaining traffic control per MUTCD and as approved by the Engineer. 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. Traffic control plans for work within State of Idaho highway right-of-way must also be approved by the Idaho Transportation Department.

Work shall be inspected by the City; the Contractor must notify the City Engineering Department when work is occurring.

All electrical work shall be done in accordance with the NEC (National Electric Code) and in accordance with manufacturer's instructions. City of Moscow electrical permit required (Contractor's expense).

The existing illumination system or an approved temporary replacement shall be kept in effective operation during the progress of work, except when shutdown is permitted to allow for alterations or final removal of the system.

Illumination system shutdowns shall not interfere with the regular lighting schedule, unless permitted by the Engineer. The Contractor shall notify the Engineer prior to performing any work on existing systems.

All costs incurred by the Contractor for providing effective operation of existing electrical systems shall be included in the Illumination System bid item.

Junction Box Installation

1. Install to locations as shown on the plans and at the power source. If not shown, space equidistant not to exceed 400 feet along straight conduit runs, at sharp bends, wire splices, and/or where direct burial and conduit junctions occur.
2. Excavate for box and aggregate foundation.
3. Install the junction box on 6 inches bed of compacted 3/4-inch crushed aggregate base that extends 4 inches beyond the exterior of the box sides.
4. Do not install in any driveway or traveled way unless box is fully rated for traffic.
5. Place top of junction box flush with surrounding ground, concrete, or pavement.

Wire or Conductors

1. Splice underground wire only by means of approved connectors.
2. Splice underground wire only at pole bases or junction boxes.
3. Coil an additional 27 to 36 inches of wire at each connection point with transformer or junction box.
4. Attach overhead wire to the pole top and bond to the pole ground.
5. For overhead installation: Attach to the top of the new pole a complete coil of wire, long enough to span the distance between the new light and the power connection point.

Conduit Installation

Above Ground: All conduits required to be strapped, connected, or fastened to the pole at a minimum 5-foot interval.

Underground:

1. Raceways: Separate conduits by minimum of 3 inches.
2. Bedding: Surround conduit with a minimum of 3 inches clean sand.
3. Bends: Use standard manufactured elbows, bends, or couplings.
4. Kinking: Do not allow kinking or flattening of conduit if bending, use greatest radius possible.
5. Locating Wire: Attach or tape locating wire to the outside of conduit on a 10- to 13-foot interval so not to allow a separation of more than 6 inches. Locating wires only required for conduit in which the conductors are not installed in conjunction with the conduit.
6. In landscaped areas: Minimum burial depth is 18 inches.
7. In travel way: Minimum burial depth is 24 inches or the requirement of the NEC, whichever is greater.
8. At installations where a street light is to be installed at a later date; seal ends of the conduit to prevent moisture and/or debris from entering.

Photo Cell Installation

1. Mark date on every new or replacement installation.
2. Install to the manufacturer's recommendations.

3. Test Photoelectric Cell in the presence of the Engineer.

Disconnect Boxes

1. Mount at 10 feet minimum height and maximum height of 3 feet from top of pole.
2. Place box, conduit, and fittings so to prevent moisture from entering or accumulating the box, conduit, and fittings.
3. Confirm adequacy of overload protective devices (NEC, Article 240).
4. Ground disconnect box per NEC Article 250-81 through 250-155.

Grounding

1. Drive an 8-foot, 5/8-inch iron or steel rod 7.5 feet into the ground next to the pole.
2. Attach No. 6 AWG bare copper wire fastened to the pole at 5-foot intervals from the ground rod to the disconnect box, mast arm, and fixture.
3. Grounding per NEC, Article 250.
4. Alternative grounding shall be approved by the Engineering.

Concrete Pole Bases

2. Excavate pole base foundations to neat lines where soil conditions permit.
3. Place metal reinforcement and anchors per the Pre-Case Light Pole Base Detail in the Contract Plans.
4. Engineer to observe reinforcement and anchors prior to placement of concrete. Provide 48 hours' notice.
5. Concrete forming, placement, and finishing shall be constructed per ES-12 Concrete Construction Requirements.
6. Base dimensions and installation details shall conform to Pre-Case Light Pole Base Detail in the Contract Plans.
7. Place and compact required backfill in 8" lifts to 95% compaction in accordance with AASHTO T 99.

Precast Light Pole Bases

1. Existing asphalt and concrete shall be neatly saw cut prior to excavation.
2. Excavate for precast light pole base and aggregate foundation.
3. Install the precast light pole base on 6 inches minimum bed of compacted 3/4-inch crushed aggregate base or as approved by the Engineer.
4. Place and compact required backfill per City of Moscow Class F Backfill or as approved by the Engineer.

Pole Installation

1. Historical poles shall be installed in accordance with the manufacturer's instructions.
2. Align poles so that the receptacle boxes are orientated as indicated on the Plans.
3. Install poles plumb and adjust to align with building lines and with each other.

4. Install accessories furnished with each luminaire.

Luminaire Installation

1. Install luminaire to manufacturer's recommendations.
2. Test light in presence of the Engineer.

Testing

A functional test shall be conducted in the presence of the Engineer in which it is demonstrated that each and every part of the system functions as specified.

Removing and Replacing Improvements

Improvements such as sidewalks, curbs, gutters, Portland cement concrete and hot mix asphalt pavement, bituminous surfacing, base material, and any other improvements removed, broken, or damaged by the Contractor, shall be replaced or reconstructed with the same kind of materials as found on the Work or with other materials satisfactory to the Engineer.

Whenever a part of a square, slab, or section of existing concrete sidewalk, curb, gutter or driveway is broken or damaged, the entire square, slab or section, curb, gutter, driveway shall be removed and the concrete reconstructed as specified above.

The outline of all areas to be removed in Portland cement concrete sidewalks and pavements and hot mix asphalt pavements shall be cut to a minimum depth of 3 inches with a saw prior to removing the sidewalk, driveway, slabs and pavement material. The cut for the remainder of the required depth may be made by a method satisfactory to the Engineer. Cuts shall be neat and true with no shatter outside the removal area.

Measurement and Payment

Measurement for ILLUMINATION SYSTEM will be on the lump sum basis complete in place including all items for a complete system to be furnished and installed. This item shall also include the modification of any existing illumination system components as approved by the Engineer.

The lump sum contract price for Illumination System shall be full pay for the construction of the complete electrical system and modifying the existing systems as described above and shown in the Plans, and herein specified, including but not limited to: labor, materials, equipment, bonds, warranties, taxes, insurances, permits, shop drawings, submittals, freight, mobilization, cleanup, traffic control, excavation, backfilling, concrete foundations, conduit, wiring, restoring facilities destroyed or damaged during construction, tests, and incidental costs necessary to construct the improvements. All additional material and labor, not shown in the Plans or called for herein and which are required to complete the electrical system, shall be included in the lump sum contract price.

SP-15. ILLUMINATION SYSTEM.....LS

SP-16. FENCING

The contract work to be performed under this specification consists of furnishing all of the required labor, materials, equipment, implements, parts and supplies necessary for, or appurtenant to, the construction: of fencing and gates in accordance with the Project Plans and Specifications.

Materials

1. 6' tall commercial grade black powder coated chain link fence with gray privacy slats.
2. Shall conform to ISPWC Section 2040, Class 1 Standards for Fencing.

Installation

Erect fencing and gates in accordance with these specifications and in reasonably close conformity with the lines shown on the Contract Documents or as directed.

Measurement and Payment:

Measurement and payment for FENCING shall be by the linear foot of fence installed as measured along the fence line in the field. Payment shall include all costs incurred to construct the item including labor, equipment, fittings, and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-16. FENCING L.F.

SP-17. REMOVE & RESET SIGNS

This work consists of, but not limited to, the removal and resetting of existing signs in accordance with the Plans and these Specifications at locations shown in the Contract or as ordered by the Engineer.

Materials & Construction Requirements

Removed signs shall be stored in a protected location, by the Contractor, at no expense to the City, for the duration of the project. Signs shall be inspected and approved by the Engineer or their representative prior to installation, signs damaged during removal or storage may be cause for rejection by the Engineer or their representative. Rejected signs will be replaced at the Contractors expense. Signs which are not shown to be replaced on the Project Plans shall be salvaged, salvaged signs are the property of the City unless otherwise indicated. The work shall be in accordance with the Project Plans, Engineering Specifications and the Standard Drawings.

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

Measurement and Payment:

Measurement for REMOVE & RESET SIGNS shall be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-17. REMOVE & RESET SIGNS EACH

SP-18. PAVEMENT MARKINGS

This work consists of, but not limited to, obliteration of existing pavement markings as well as furnishing and installing pavement markings upon the roadway surface in accordance with the Plans and these Specifications at locations shown in the Contract or as ordered by the Engineer.

Materials & Construction Requirements

The construction and material requirements 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 and the latest edition of the Manual on Uniform Traffic Control Devices. Lane lines shall be placed using an approved pavement paint, while crosswalk markings, stop bar, traffic arrows, and bicycle path markings will be placed using an approved thermoplastic pavement marking. Materials shall be approved by the Engineer prior to application.

Removal shall be accomplished before any permanent change is made in the traffic pattern. The method of obliteration shall be that which leaves minimal pavement scars, visible paint or surface texture differences that could be confused with pavement markings. Painting over existing stripes with black out paint, asphaltic products, etc.; is not considered to meet the requirements for obliteration.

Blasting using a hard and angular abrasive is the preferred method of removing painted pavement markings and grinding is the preferred method of removing thermoplastic type pavement markings. Both methods of removal shall require a fog coat of asphalt to be placed over all areas that have had pavement markings obliterated to relieve ghosting of the obliterated lines. The fog coat shall be applied as specified in Section 408 of the Idaho Transportation Department Standard Specifications for Highway Construction. All equipment used for removal or applying the fog coating shall be capable of meeting the time constraints as noted in the plans.

The grinding equipment shall have a self-contained dust collection system capable of containing

the waste debris and dust that will be produced. The grinder unit shall be able to control the maximum depth of the grooves to 1/8 inch below the average pavement surface profile. The average pavement surface profile shall be determined using a Tire Tread Depth Gage. The Tire Tread Depth Gage shall be placed on the pavement surface and the plunger depressed until contact is made with the bottom of the pavement. The gage is then removed without disturbing the plunger. The surface profile is read to the nearest 1/32 inch on the calibrated plunger. The plunger is then zeroed and the procedure is repeated until three readings are taken in four different locations of the work. The readings are then averaged to calculate the average pavement surface profile. The grinding shall not be more than 1/8 inch below the average of these readings. The grinder head shall be capable of rotating to meet the slope of the roadway so that one edge will not grind deeper than the other edge. The grooved area shall be uniform in depth and width. If grooved depth exceeds 1/8 inch below the average pavement surface profile, work shall be suspended until corrective measures are identified by the Contractor and approved. Any pavement marking remaining after grinding shall be removed by blasting.

Pavement Markings may be either Longitudinal (long) Line Markings or Transverse Markings. Longitudinal line markings are generally placed parallel and adjacent to the flow of traffic. Transverse markings are generally placed perpendicular and across the flow of traffic. Word and symbol markings are classified as transverse markings. Traffic letters used in word messages shall be sized as shown in the Plans.

No additional payment will be made for the required second application of paint. No additional measurement for payment will be made for additional applications required to meet thickness requirements for plastic markings.

Cross-shaped lines used to delineate parking stalls are constructed of painted 4-inch lines in the color and pattern shown in the Plans. These lines will be measured as "Paint Line" by the linear foot of line installed. Crosswalk line and Stop Line will be measured by the square foot of marking installed.

Measurement and Payment

No payment will be made for pavement removal areas where grooving exceeds 1/8 inch.

Measurement for 4" WATERBORNE PAVEMENT MARKINGS shall be by the linear foot as measured in the field. THERMOPLASTIC PAVEMENT MARKINGS shall be paid per square foot. Payment shall be as shown on the Contractor's Proposal and shall include removals, sweeping, fog seal, and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-18 A. 4" WATERBORNE PAVEMENT MARKINGS..... L.F.

SP-18 B. THERMOPLASTIC PAVEMENT MARKINGS.....S.F.

SP-19. INLET PROTECTION

This work consists of installing and maintaining inlet protection below or above, or as a prefabricated cover at each inlet grate prior to the beginning of any construction.

Below inlet grate devices shall be prefabricated units specifically designed for inlet protection and shall remain securely attached to the drainage structure when fully loaded with sediment and debris, or at the maximum level of sediment and debris specified by the manufacturer.

Above Inlet Grate devices may be silt fence, sandbags, or prefabricated units specifically designed for inlet protection. The device shall remain securely in place around the drainage Structure under all conditions.

Inlet Grate Cover devices shall be prefabricated units specifically designed for inlet protection and have the following features:

1. Be a sewn geotextile fabric unit fitted to the individual grate and completely enclosing the grate.
2. Have built-in lifting devices to allow manual access of the stormwater system.

Check dams or functionally equivalent devices may be used as inlet protection devices with the approval of the Engineer.

Measurement and Payment:

INLET PROTECTION will be measured per each, for each inlet protected on the project. No separate payment will be made in the event that inlet protections are transferred from existing inlets to new inlets. Payment shall include all materials, labor, equipment and incidentals necessary to perform the described work including installation, removal, maintenance, and disposal at an approved disposal site for:

SP-19. INLET PROTECTION EACH

SP-20. TRAFFIC CONTROL

This item shall consist of furnishing all necessary materials, labor, equipment and incidentals necessary to adequately sign, flag and direct vehicular traffic and pedestrians through or around the project. Traffic control must conform to the requirements of ES-2, the Manual on Uniform Traffic Control Devices (MUTCD), ITD's Standard Specifications for Highway Construction, and these Specifications. Traffic control will be performed within State of Idaho right-of-way and any changes or modifications will require the consent of ITD. Initiation of the traffic control plan will require 5 days prior notification of the City.

Traffic Control Plan(s) must be approved by the Engineer prior to the commencement of any work. The Contractor can choose to adopt the Traffic Control Plans provided in the Plans or can supply their own Traffic Control Plans prepared by a Traffic Control Supervisor.

Approval of construction signing and flagging assignment must be made in the field by the Engineer prior to any paving operations.

A sufficient number of barricades and flashers shall be provided to warn of disturbed areas through the work zone. Signing plans must be prepared and approved for general access of local traffic during the evening as well. Local access points provided for and identified in the traffic control plans, furnished by the Contractor, must transition safely into the construction area and must be maintained by the Contractor. Appropriate advance warning must be provided on all approaches to the construction. Signing must be done in accordance with the latest edition of the MUTCD. When flagging is to be used, an adequate number of certified flaggers must be provided for each movement of traffic. The contractor shall have flagging vests and stop paddles on the job for use in flagging operations. The contractor must be prepared to provide unexpected signing if construction operations dictate the need. The contractor must also provide an individual to function as a contact for Traffic Control Maintenance in evenings and weekends.

If at any time, required traffic control is not in place as shown in the traffic control plan(s), the City may immediately stop all work until adequate traffic control is in place.

The Contractor will be required to provide ingress and egress to driveways and side streets at all times, except for short-term closures needed to perform the Work. Construction shall be scheduled such that parking areas and business entrances are accessible for all effected commercial enterprises.

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

Traffic control devices shall be continuously maintained by the Contractor until the concrete has sufficiently cured and adjacent topsoil has been replaced to allow the safe return to normal use of the facility by the public.

Measurement and Payment:

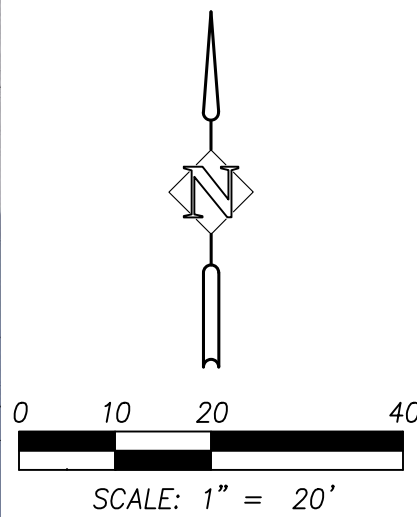
Measurement and payment for TRAFFIC CONTROL shall be by the lump sum as shown on the Contractor’s Bid Proposal for all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-20. TRAFFIC CONTROL.....L.S.

APPENDIX I

PROJECT DRAWINGS

MOSCOW, IDAHO



ENGINEER
SYNTIER ENGINEERING, INC
ATTN: SCOTT SUMNER
805 N MAIN ST, #107
MOSCOW, ID 83843
TEL: 208.882.8776
CELL: 208.596.7912
E-MAIL: SCOTT@SYNTIERENGR.COM

CITY OF MOSCOW CONTACT
ENGINEERING DIVISION
ATTN: SCOTT BONTRAGER
PHONE: 208.883.7030
E-MAIL: SBONTRAGER@CI.MOSCOW.ID.US

AVISTA CONTACT
RANDY WIDMAN
PHONE: 509.867.8790
EMAIL: RANDY.WIDMAN@AVISTACORP.COM

SHEET INDEX

1	C1.0	COVER SHEET & EXISTING CONDITIONS
2	C1.1	DEMOLITION & EROSION CONTROL PLAN
3	C2.0	SITE & UTILITY PLAN
4	C3.0	GRADING PLAN
5	C4.0	SITE DETAILS
6	C4.1	UTILITY DETAILS
7	C4.2	ILLUMINATION SYSTEM DETAILS

[illegible]

1. THE CONTRACTOR SHALL HAVE AT ALL TIMES ON-SITE, THE APPROVED CONSTRUCTION DRAWINGS, CITY OF MOSCOW STANDARD SPECIFICATIONS & STANDARD DRAWINGS, AND ALL OTHER APPLICABLE SPECIFICATIONS BOOKS AND MANUALS. ELECTRONIC EQUIVALENT ARE ACCEPTABLE.
2. ALL CONSTRUCTION METHODS AND MATERIALS SHALL CONFORM TO THESE DRAWINGS AND THE APPLICABLE REQUIREMENTS OF THE CITY OF MOSCOW STANDARDS AND STANDARD CONSTRUCTION SPECIFICATIONS.
3. A PRE-CONSTRUCTION CONFERENCE WITH THE CITY STAFF AND UTILITY AGENCIES IS REQUIRED BEFORE COMMENCING WORK.
4. EXISTING UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS ARE NOT GUARANTEED ACCURATE OR COMPLETE. CALL 1-800-342-1585 FOR UTILITY LOCATES BEFORE BEGINNING CONSTRUCTION – ALL PER STATE LAW. EXISTING TOPOGRAPHIC INFORMATION SHOWN IS BASED ON SURVEY PERFORMED BY SYNTER ENGINEERING.
5. ALL CONSTRUCTION MUST COMPLY WITH THE MOST CURRENT STATE OF IDAHO STANDARDS FOR PUBLIC DRINKING WATER SYSTEMS.
6. INFORM CITY AND OTHER INSPECTORS OF WORK SCHEDULES, INCLUDING WEEKENDS AND HOLIDAYS.
7. CONTRACTOR RESPONSIBLE FOR NOTIFYING THE CITY FOR INSPECTIONS OF THE WORK, NO EXCEPTIONS. PHONE 1-208-883-7034. SEE CITY OF MOSCOW CONSTRUCTION STANDARDS FOR INSPECTION REQUIREMENTS.
8. CONTRACTOR SHALL KEEP ALL EXISTING UTILITIES THAT ARE TO REMAIN, IN SERVICE AND PROTECT THEM DURING CONSTRUCTION.
9. CONTRACTOR IS RESPONSIBLE FOR MEASUREMENTS AND QUANTITIES FOR THE WORK TO BE DONE.
10. CONTRACTOR SHALL PROVIDE MATERIAL SUBMITTALS CERTIFYING THAT ALL MATERIALS COMPLY WITH OR EXCEED PLANS & SPECIFICATIONS.
11. CONTRACTOR IS RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS OF WATER, STORM, AND SANITARY SEWER SYSTEMS AND SERVICES, AT THE WYE/SADDLE AT THE MAIN, AT ANY AND ALL BENDS, AND AT THE PROPERTY LINE. A POINT FILE OR ALL SURVEYED POINTS SHALL BE PROVIDED TO THE CITY ALONG WITH THE REQUIRED AS-BUILTS PRIOR TO FINAL INSPECTION.
12. CONTRACTOR SHALL PROTECT ALL EXISTING PROPERTY CORNERS & MONUMENTS, ANY DAMAGE CAUSED BY THE CONSTRUCTION ACTIVITIES SHALL BE REMEDIATED AT THE CONTRACTOR'S EXPENSE.
13. CONTRACTOR SHALL SUBMIT CONCRETE MIX DESIGN FOR CITY APPROVAL.

1. ALL BACKFILL AND SUBGRADE IN STREET SECTION SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698 (SAME AS AASHTO T-180)
2. ADJUST ALL MANHOLES AND WATER GATE VALVES TO FINISHED GRADE PRIOR TO PAVING TOP LIFT.
3. CATCH BASINS GRADES SHALL BE SET 0.10 FOOT BELOW FINAL GRADE FOR DRAINAGE.
4. MOUNT ALL REQUIRED SIGNS ON CITY STANDARD 3LBS/FT U-CHANNEL METAL POST WITH A 7FT. CLEARANCE FROM THE GROUND TO THE BOTTOM OF THE SIGN. SIGNS SHALL HAVE SUFFICIENT LENGTH TO ALLOW FOR 3 FEET OF BURY DEPTH AND SIGN INSTALLATION MEETING THE REQUIREMENTS OF THE MUTCD. NO SPLICING OR BOLTING OF MULTIPLE UCHANNELS WILL BE ALLOWED. ALL POSTS SHALL BE APPROVED BY THE CITY ENGINEER.
5. ALL PERMANENT SIGNS SHALL BE CONSTRUCTED FROM 0.080-INCH MINIMUM SHEET ALUMINUM.
6. THEFT RESISTANT "TUFNUT" BRAND HARDWARE SHALL BE USED FOR ALL SIGN INSTALLATIONS.
7. ALL SLOPES ON STREET RIGHT-OF-WAYS SHALL BE SEEDED TO PREVENT EROSION AS PER CITY STANDARD.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR ALLOWING EXISTING STREETS CLEAN OF CONSTRUCTION DEBRIS.

1. EROSION CONTROL MEASURES AS SET FORTH IN THIS PLAN SHALL APPLY TO ALL CONSTRUCTION ACTIVITIES RELATIVE TO THIS SITE, BUT NOT LIMITED TO, ALL EARTHWORK AND INSTALLATION OF PUBLIC IMPROVEMENTS.
2. SHOULD THE CITY DETERMINE THAT THE EROSION CONTROL MEASURES INSTALLED AS INDICATED ON THIS EROSION CONTROL PLAN ARE INADEQUATE AND/OR INEFFECTIVE, THE CITY ENGINEER SHALL DIRECT THE IMPLEMENTATION OF ADDITIONAL EROSION CONTROL MEASURES (AT THE EXPENSE OF THE CONTRACTOR) TO ALLEVIATE INADEQUACIES.
3. IT IS NECESSARY FOR ANY PROJECT LARGER THAN ONE ACRE IN SIZE TO HAVE A DEQ NOTICE OF INTENT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER A IPDES GENERAL PERMIT (NO PHASE II) FORM ON FILE WITH THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY AT:

WWW2.DEQ.IDAHO.GOV/WATER/IPDES
- LEWISTON REGIONAL OFFICE
IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY
118 F ST
LEWISTON, ID, 83501
PHONE: (208) 799-4370
4. WHEN APPLICABLE, A STORMWATER CONSTRUCTION GENERAL PERMIT (CGP) AND A STORM WATER POLLUTION PREVENTION PLAN PERMITTING (SWPPP) ARE REQUIRED.

1. INFORM CITY, AND OTHER INSPECTORS, OF WORK SCHEDULED FOR WEEKENDS OR HOLIDAYS. CONTRACTOR WILL BE BILLED FOR INSPECTIONS SCHEDULED FOR WEEKENDS OR HOLIDAYS.
2. CONSTRUCT GRAVEL PADS AT ENTRANCES TO SITE, AS INDICATED ON PLAN.
3. PLACE SILT FENCE AND CHECK DAMS AS INDICATED ON PLAN PRIOR TO ANY EXCAVATION OR EMBANKMENT WORK. IN GENERAL, CHECK DAMS SHALL BE PLACED AT MINIMUM 100 FOOT SPACING IN ALL SWALES AND DITCHES AND AT MINIMUM 50 FOOT SPACING ALONG SILT FENCE. ON SLOPES GREATER THAN 10% CHECK DAMS SHALL BE MADE OF ROCK, STRAW BALES, OR SILT FENCE, PER MOUNTAIN CITY STANDARDS.
4. GRADE ACCESS ROAD(S) TO ROADWAY CROSS-SLOPE TO PROVIDE DRAINAGE TO ROADSIDE DITCHES.
5. PLACE ALL SILT FENCING AND STRAW BALES TO PROTECT EXISTING STORM WATER DRAINAGE FACILITIES THAT WILL BE IMPACTED BY THIS WORK. PROTECT EXISTING FACILITIES ON ADJACENT PROPERTY, AS NECESSARY. EXISTING CATCH BASINS SHALL BE PROTECTED BY APPROPRIATE BEST MANAGEMENT PRACTICES. MAINTAIN UNIMPEDED FLOW INTO CATCH BASINS THROUGHOUT CONSTRUCTION.

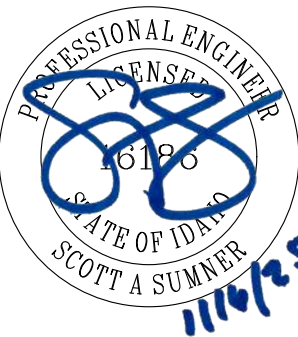
1. THE MAXIMUM ALLOWABLE RAMP SLOPE IS 12H:1V (8.33% GRADE FOR 6"). FLATTER RAMP SLOPES ARE PERMISSIBLE. (DESIGNED AT 7.5% MAXIMUM)
2. THE MAXIMUM ALLOWABLE RAMP CROSS -SLOPE IS 50H:1V (2% GRADE). FLATTER RAMP SLOPES ARE PERMISSIBLE. (DESIGNED AT 1.5%)
3. THE MAXIMUM ALLOWABLE LANDING SLOPE IS 50H:1V (2% GRADE) IN ANY DIRECTION. (DESIGNED AT 1.5%)
4. THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) AND THE CITY OF MOSCOW DOES NOT ACCEPT SIDEWALK RAMPS WITH SLOPES STEEPER THAN 12H:1V OR CROSS-SLOPES AND LANDINGS WITH SLOPES STEEPER THAN 50H:1V (2% GRADE). (DESIGNED AT 1.5%)
5. ALL RAMPS AND LANDINGS SHALL BE GRADED TOWARDS THE STREET. GRADE SLOPES FROM THE STREET TOWARDS THE LANDING ARE NOT ACCEPTABLE.
6. THE SLOPES ON THE PULL SIDE OF DOORS SHALL BE LESS THAN 2% IN ANY DIRECTION EXTENDING 60" BEYOND FACE OF DOOR. (DESIGNED AT 1.5%)
7. FIELD VERIFY THE FORMS AND CHECK SLOPES BEFORE PLACING CONCRETE. ANY RAMP OR LANDING NOT CONFORMING TO THESE REQUIREMENTS WILL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE, AS DIRECTED BY THE CITY OF MOSCOW.

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED AS ACCURATELY AS POSSIBLE FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. SYNTIER ENGINEERING, INC. MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHER, WE DO NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN EXACT LOCATION INDICATED, ALTHOUGH WE DO CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.



C STREET FRONTAGE IMPROVEMENTS

Syntier Engineering, Inc.
805 N Main St #107, Moscow, Idaho 83843
www.syntierengr.com 208.882.8776



DESIGNED:	SAS
DRAWN:	SAS
CHECKED:	SAS
DATE:	JANUARY 16, 2025

SHEET NO.

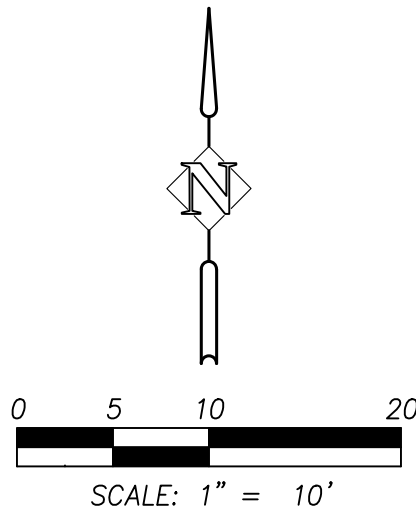
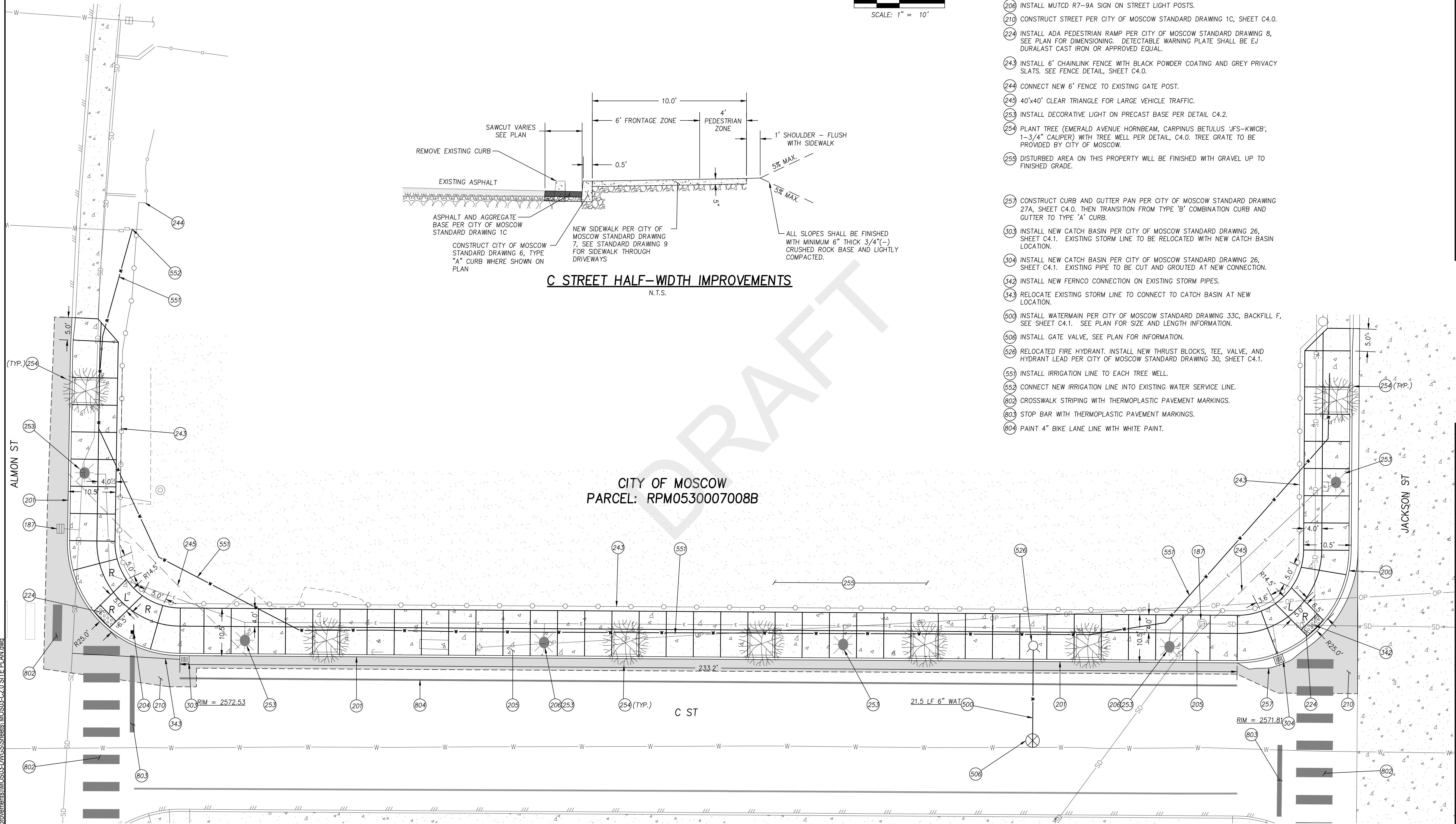
C1.0

1 OF 7

JOB NO.

MOS-03

P:\MOS-03 C Street Frontage Improvements\MOS03-DWG\Sheet\MOS03-C2.0 SITE PLAN.dwg



- CONSTRUCTION NOTES**
- (187) ADJUST EXISTING STRUCTURE TO FINISHED GRADE.
 - (200) CONSTRUCT CEMENT CONCRETE TYPE 'B' CURB AND GUTTER PER CITY OF MOSCOW STANDARD DRAWING 6, SHEET C4.0.
 - (201) CONSTRUCT CEMENT CONCRETE TYPE 'A' CURB PER CITY OF MOSCOW STANDARD DRAWING 6, SHEET C4.0.
 - (204) INSTALL STOP SIGN PER MUTCD R1-1, SEE SHEET C4.0 FOR POST INSTALLATION.
 - (205) CONSTRUCT SIDEWALK PER CITY OF MOSCOW STANDARD DRAWING 7, SHEET C4.0.
 - (206) INSTALL MUTCD R7-9A SIGN ON STREET LIGHT POSTS.
 - (210) CONSTRUCT STREET PER CITY OF MOSCOW STANDARD DRAWING 1C, SHEET C4.0.
 - (224) INSTALL ADA PEDESTRIAN RAMP PER CITY OF MOSCOW STANDARD DRAWING 8, SEE PLAN FOR DIMENSIONING. DETECTABLE WARNING PLATE SHALL BE EJ DURALAST CAST IRON OR APPROVED EQUAL.
 - (243) INSTALL 6' CHAINLINK FENCE WITH BLACK POWDER COATING AND GREY PRIVACY SLATS. SEE FENCE DETAIL, SHEET C4.0.
 - (244) CONNECT NEW 6' FENCE TO EXISTING GATE POST.
 - (245) 40'x40' CLEAR TRIANGLE FOR LARGE VEHICLE TRAFFIC.
 - (253) INSTALL DECORATIVE LIGHT ON PRECAST BASE PER DETAIL C4.2.
 - (254) PLANT TREE (EMERALD AVENUE HORNBEAM, CARPINUS BETULUS 'JFS-KWCB', 1-3/4" CALIPER) WITH TREE WELL PER DETAIL, C4.0. TREE GRATE TO BE PROVIDED BY CITY OF MOSCOW.
 - (255) DISTURBED AREA ON THIS PROPERTY WILL BE FINISHED WITH GRAVEL UP TO FINISHED GRADE.
 - (257) CONSTRUCT CURB AND GUTTER PAN PER CITY OF MOSCOW STANDARD DRAWING 27A, SHEET C4.0. THEN TRANSITION FROM TYPE 'B' COMBINATION CURB AND GUTTER TO TYPE 'A' CURB.
 - (303) INSTALL NEW CATCH BASIN PER CITY OF MOSCOW STANDARD DRAWING 26, SHEET C4.1. EXISTING STORM LINE TO BE RELOCATED WITH NEW CATCH BASIN LOCATION.
 - (304) INSTALL NEW CATCH BASIN PER CITY OF MOSCOW STANDARD DRAWING 26, SHEET C4.1. EXISTING PIPE TO BE CUT AND GROUTED AT NEW CONNECTION.
 - (342) INSTALL NEW FERNCO CONNECTION ON EXISTING STORM PIPES.
 - (343) RELOCATE EXISTING STORM LINE TO CONNECT TO CATCH BASIN AT NEW LOCATION.
 - (500) INSTALL WATERMAIN PER CITY OF MOSCOW STANDARD DRAWING 33C, BACKFILL F, SEE SHEET C4.1. SEE PLAN FOR SIZE AND LENGTH INFORMATION.
 - (506) INSTALL GATE VALVE, SEE PLAN FOR INFORMATION.
 - (526) RELOCATED FIRE HYDRANT. INSTALL NEW THRUST BLOCKS, TEE, VALVE, AND HYDRANT LEAD PER CITY OF MOSCOW STANDARD DRAWING 30, SHEET C4.1.
 - (551) INSTALL IRRIGATION LINE TO EACH TREE WELL.
 - (553) CONNECT NEW IRRIGATION LINE INTO EXISTING WATER SERVICE LINE.
 - (802) CROSSWALK STRIPING WITH THERMOPLASTIC PAVEMENT MARKINGS.
 - (803) STOP BAR WITH THERMOPLASTIC PAVEMENT MARKINGS.
 - (804) PAINT 4" BIKE LANE LINE WITH WHITE PAINT.

UTILITY STATEMENT

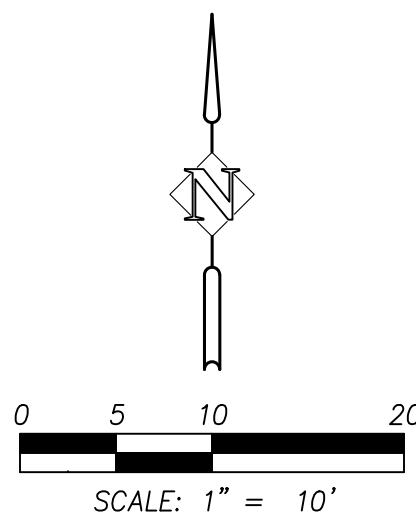
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DESIGNED: SAS		DRAWN: SAS		CHECKED: SAS		DATE: JANUARY 16, 2025	
SHEET NO.		C2.0		3 OF 7		JOB NO. MOS-03	

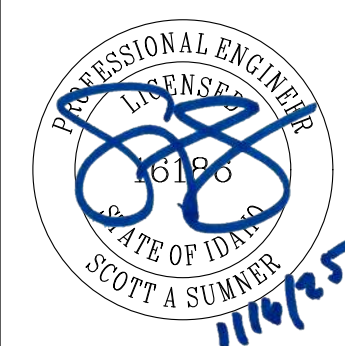
SYNTIER
Engineering, Inc.
805 N. Main St. #107, Moscow, Idaho 83843
www.syntiereng.com 208.862.8776

SITE & UTILITY PLAN
C STREET FRONTAGE IMPROVEMENTS
MOSCOW, IDAHO



GRADING PLAN
C STREET FRONTAGE IMPROVEMENTS
MOSCOW, IDAHO

Syntier
Engineering, Inc.
805 N Main St #107, Moscow, Idaho 83843
www.syntierengr.com 208.882.8776



DESIGNED:	SAS
DRAWN:	SAS
CHECKED:	SAS
DATE:	JANUARY 16, 2025

[illegible]

SHEET NO.

C3.0

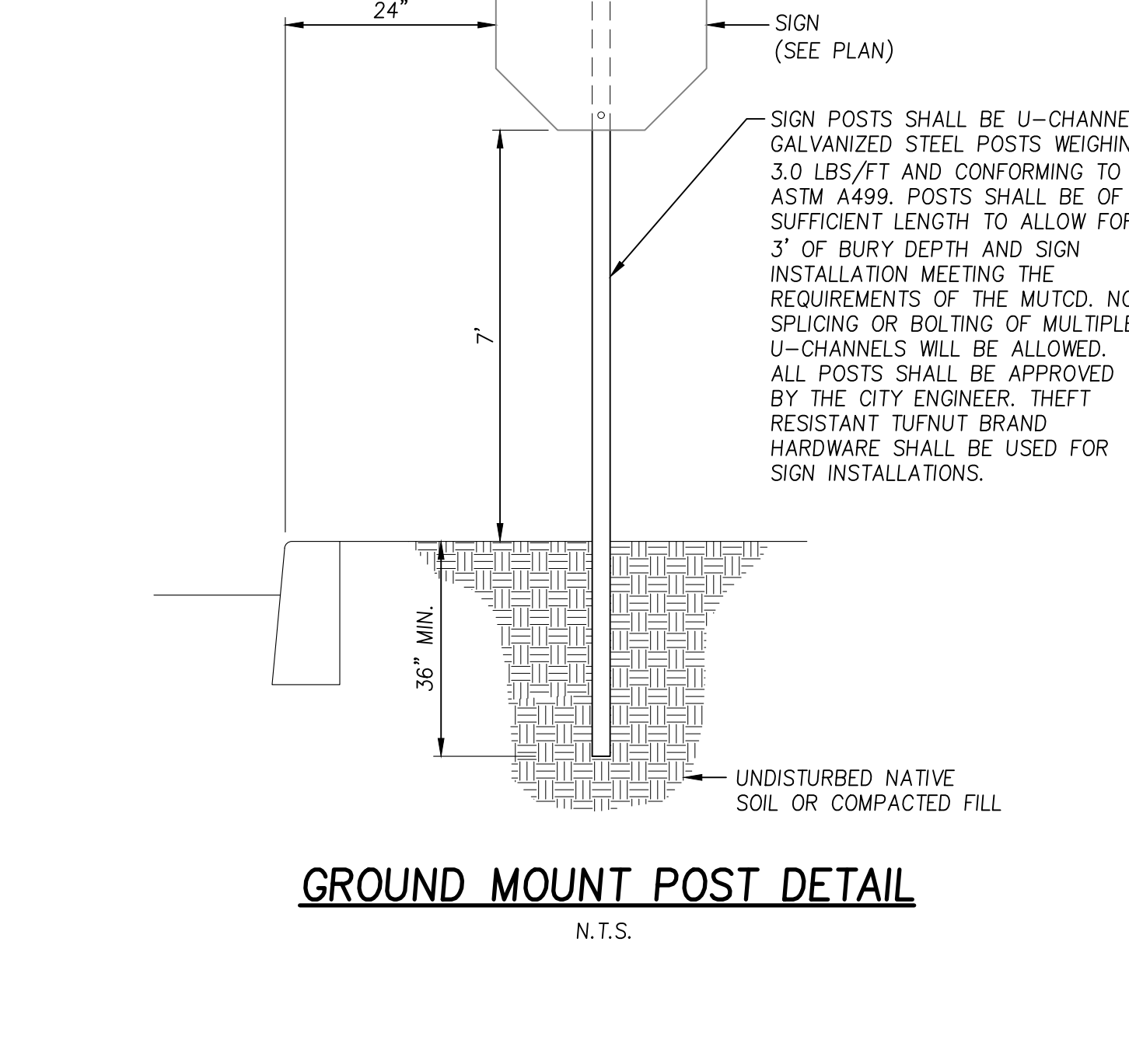
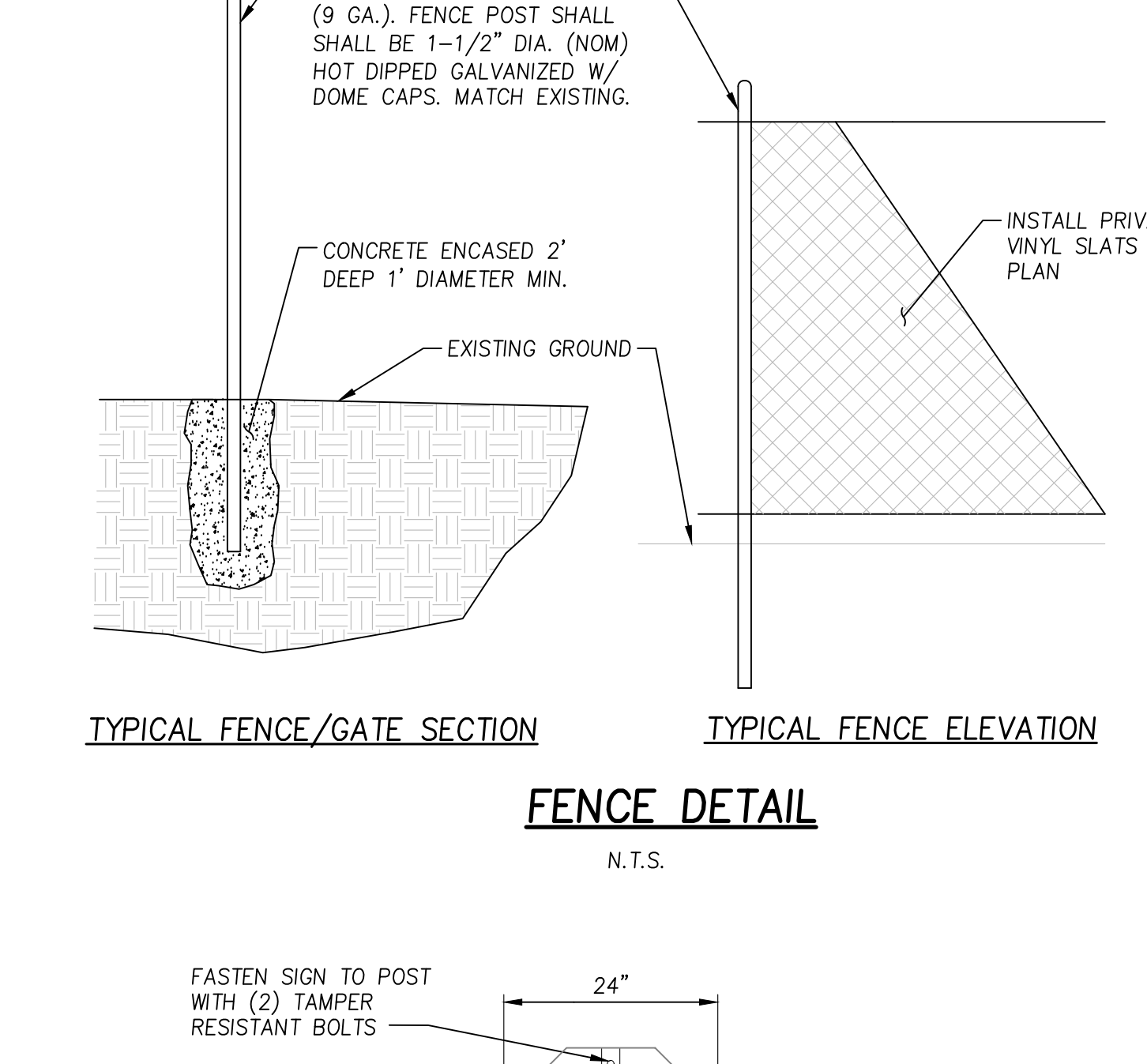
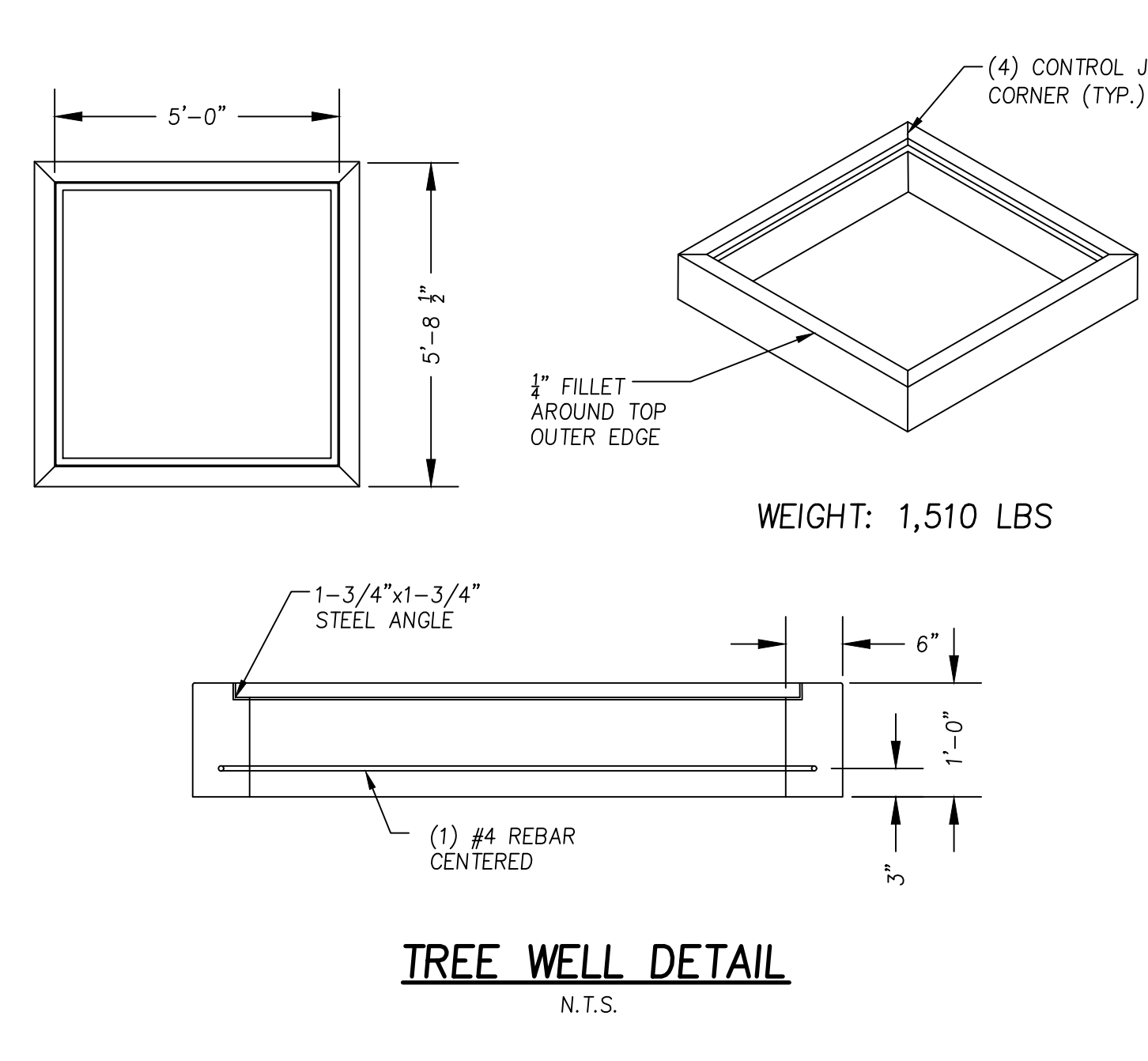
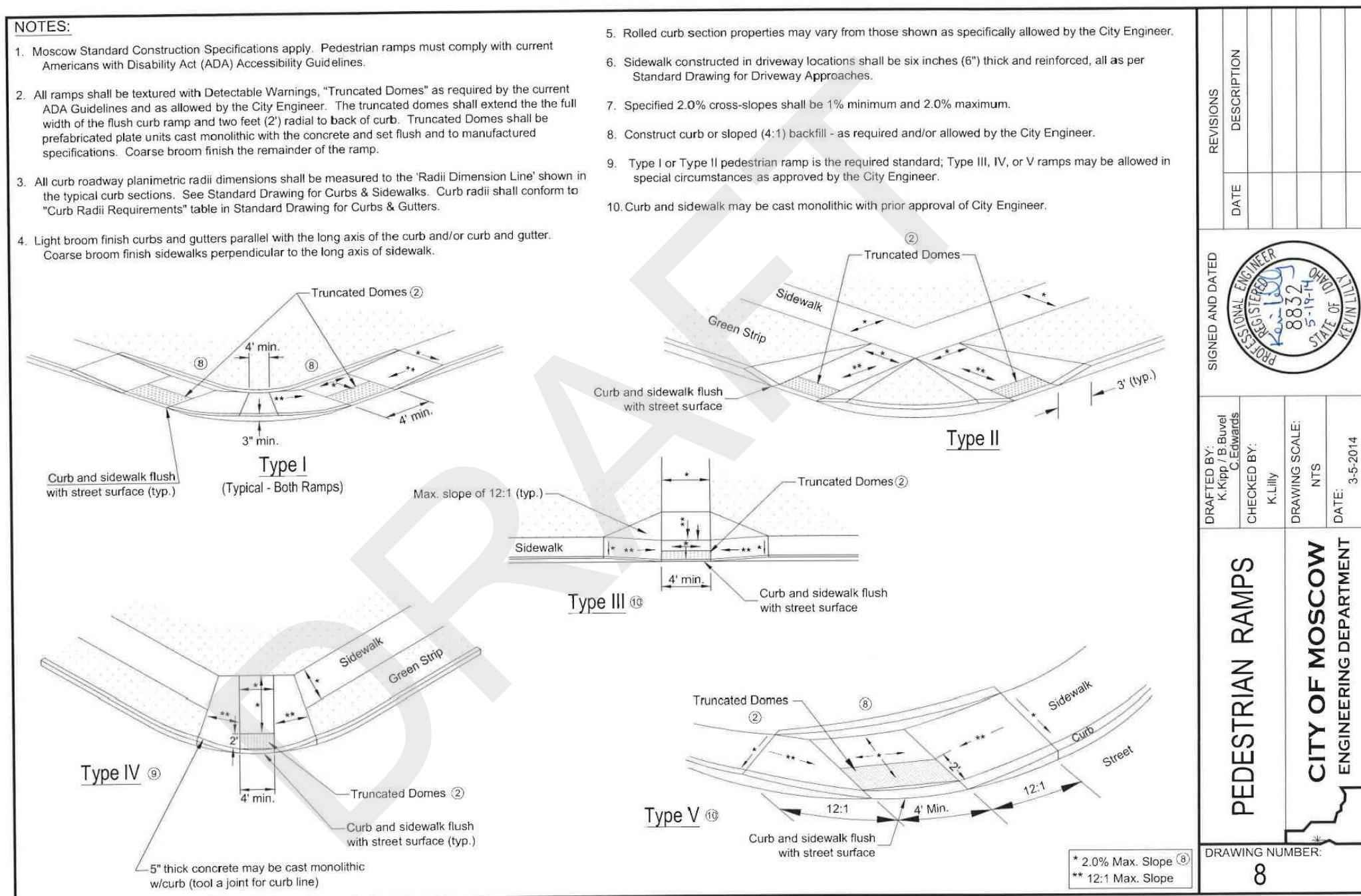
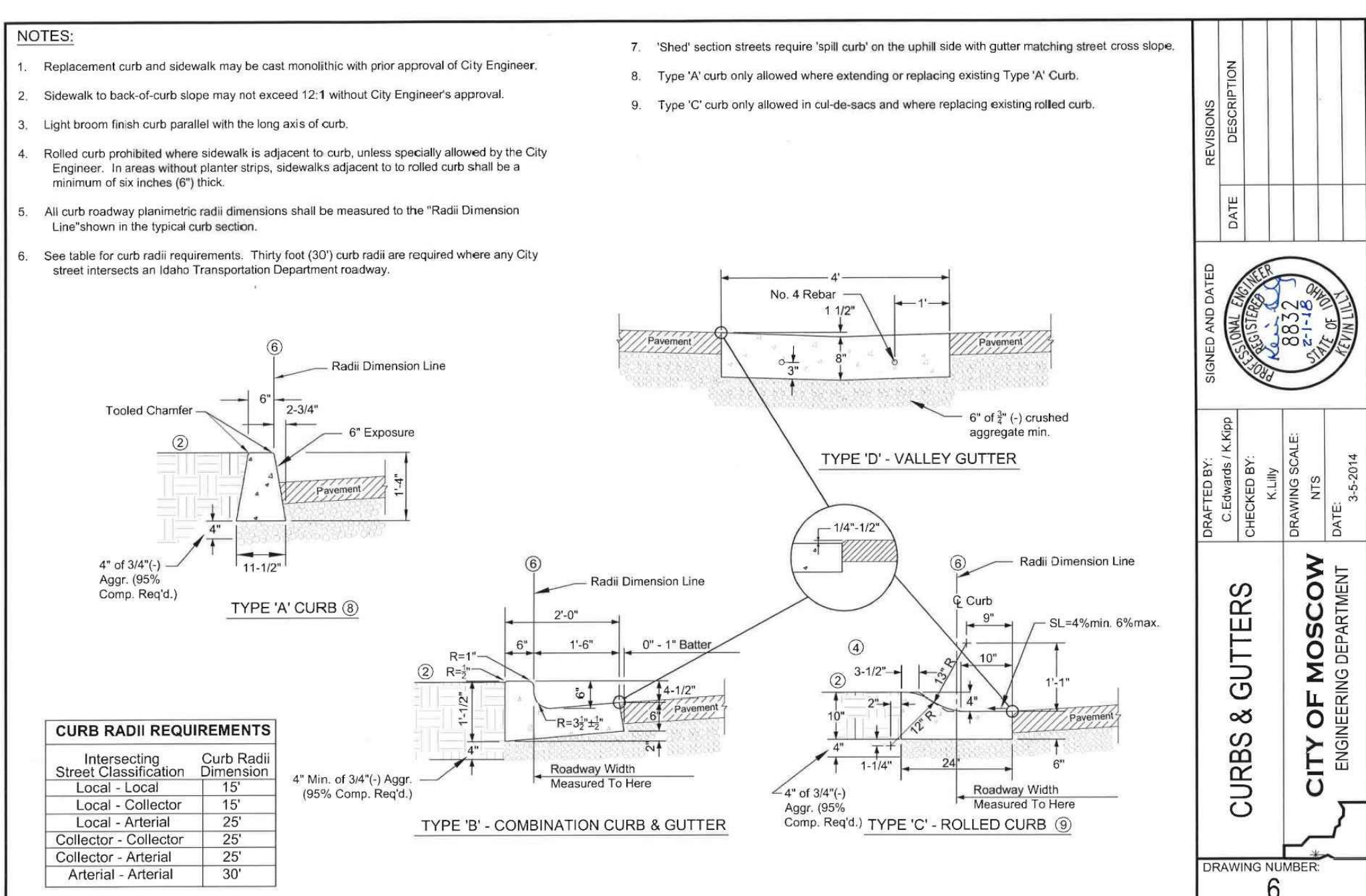
4 OF 7

JOB NO. MOS-03

UTILITY STATEMENT

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SITE DETAILS

C STREET FRONTAGE IMPROVEMENTS

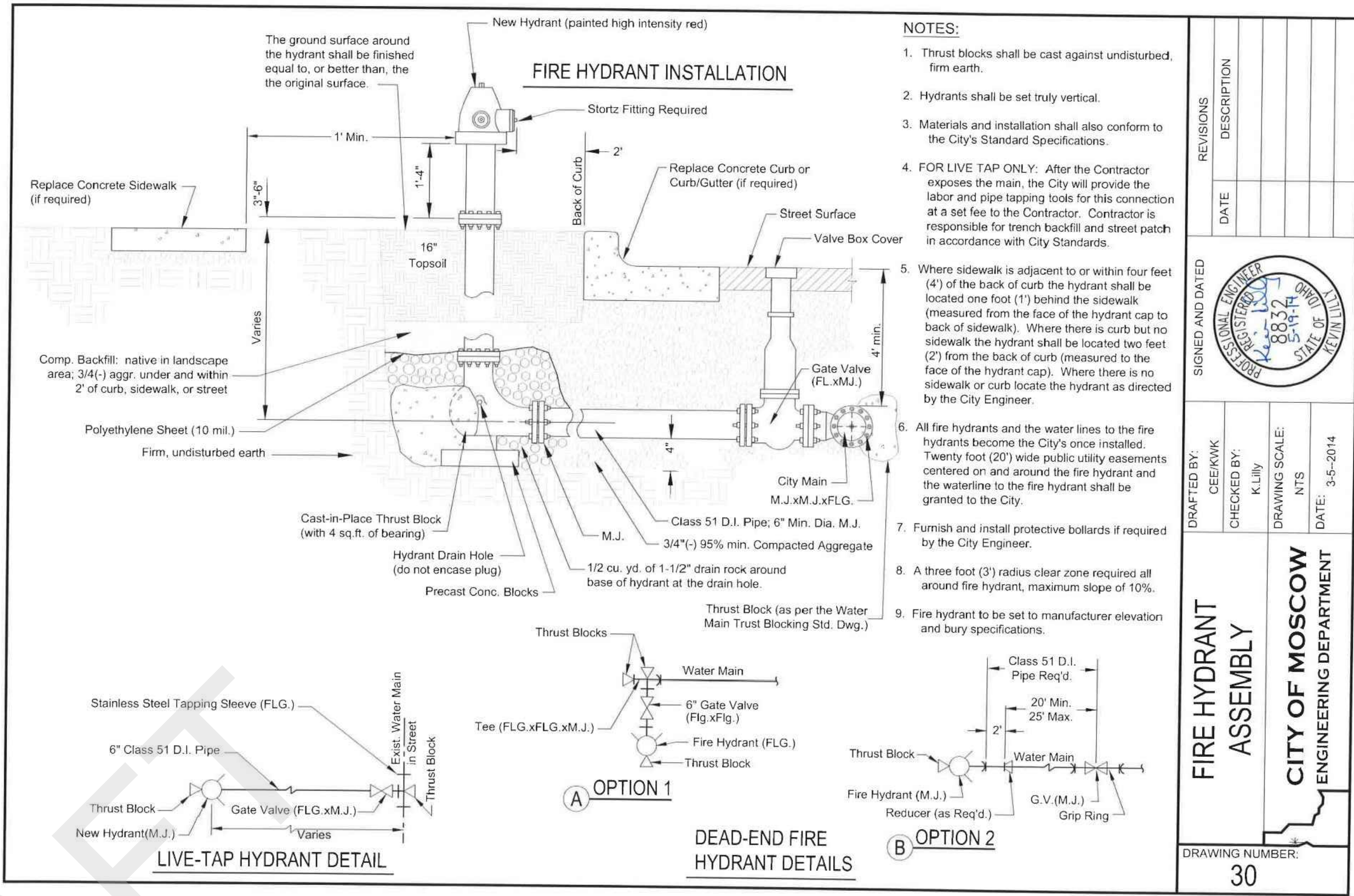
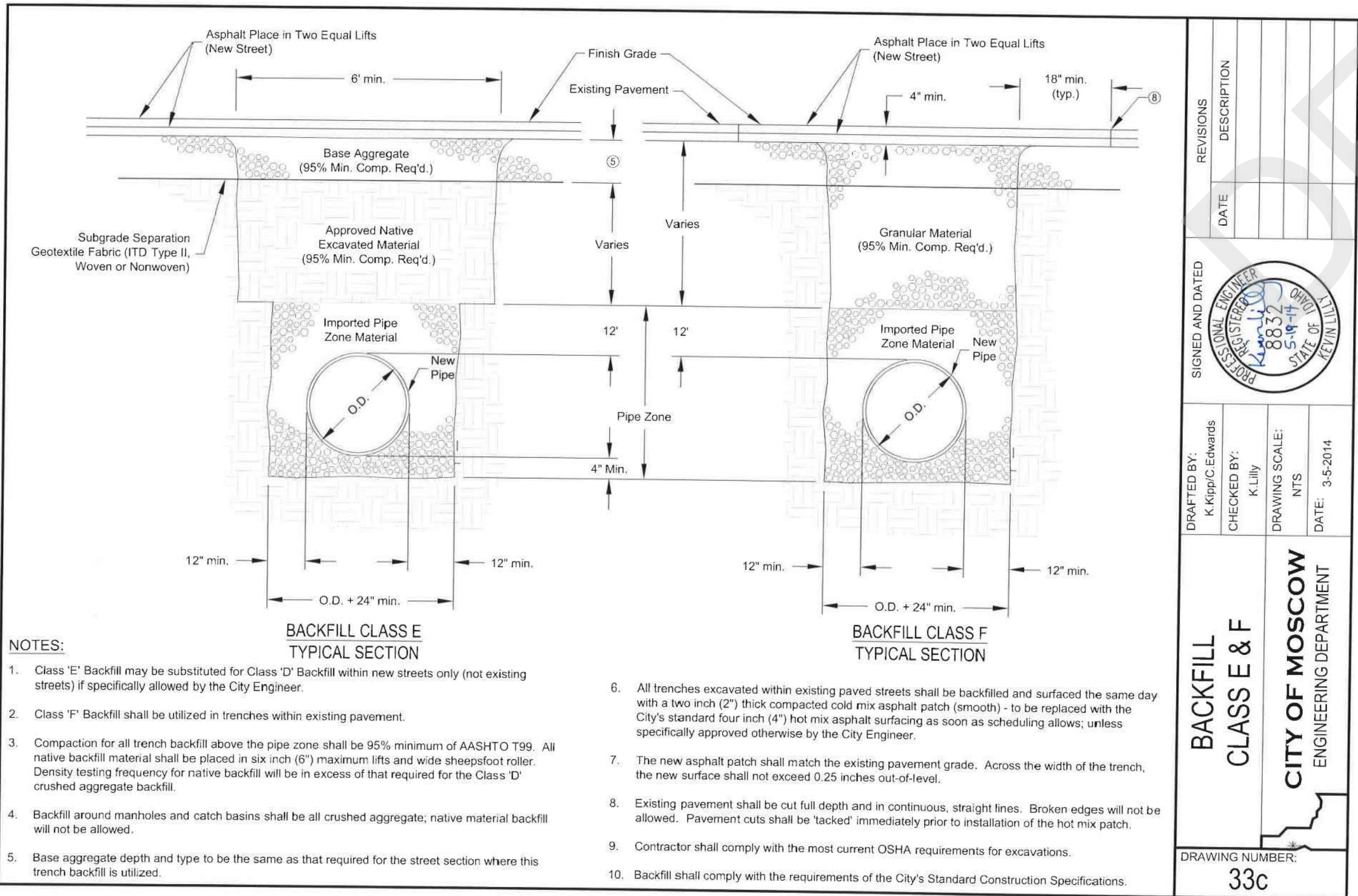
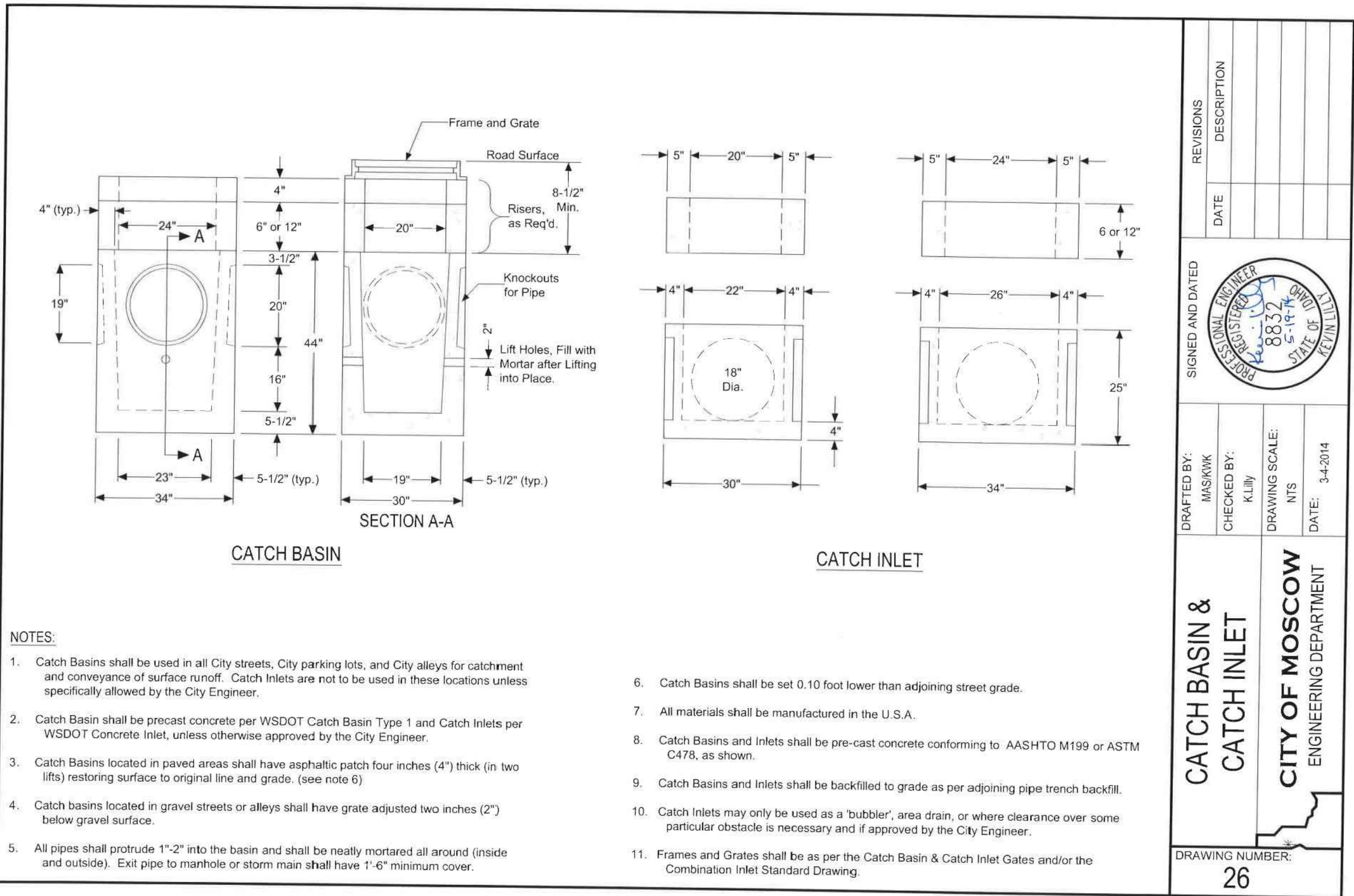
MOSCOW, IDAHO

SYNTIER
Engineering, Inc.
805 N Main St #107, Moscow, Idaho 83843
www.syntierengr.com 208.882.8776

DESIGNED:	SAS
DRAWN:	SAS
CHECKED:	SAS
DATE:	JANUARY 19, 2007

[illegible]

SHEET NO.
C4.0
5 OF 7
JOB NO. MOS-03



PROFESSIONAL ENGINEER

SCOTT A SUMNER

DESIGNED: SAS

DRAWN: SAS

CHECKED: SAS

DATE: JANUARY 16, 2025

SHEET NO.

C4.1

6 OF 7

JOB NO. MOS-03

SYNTIER

Engineering, Inc.

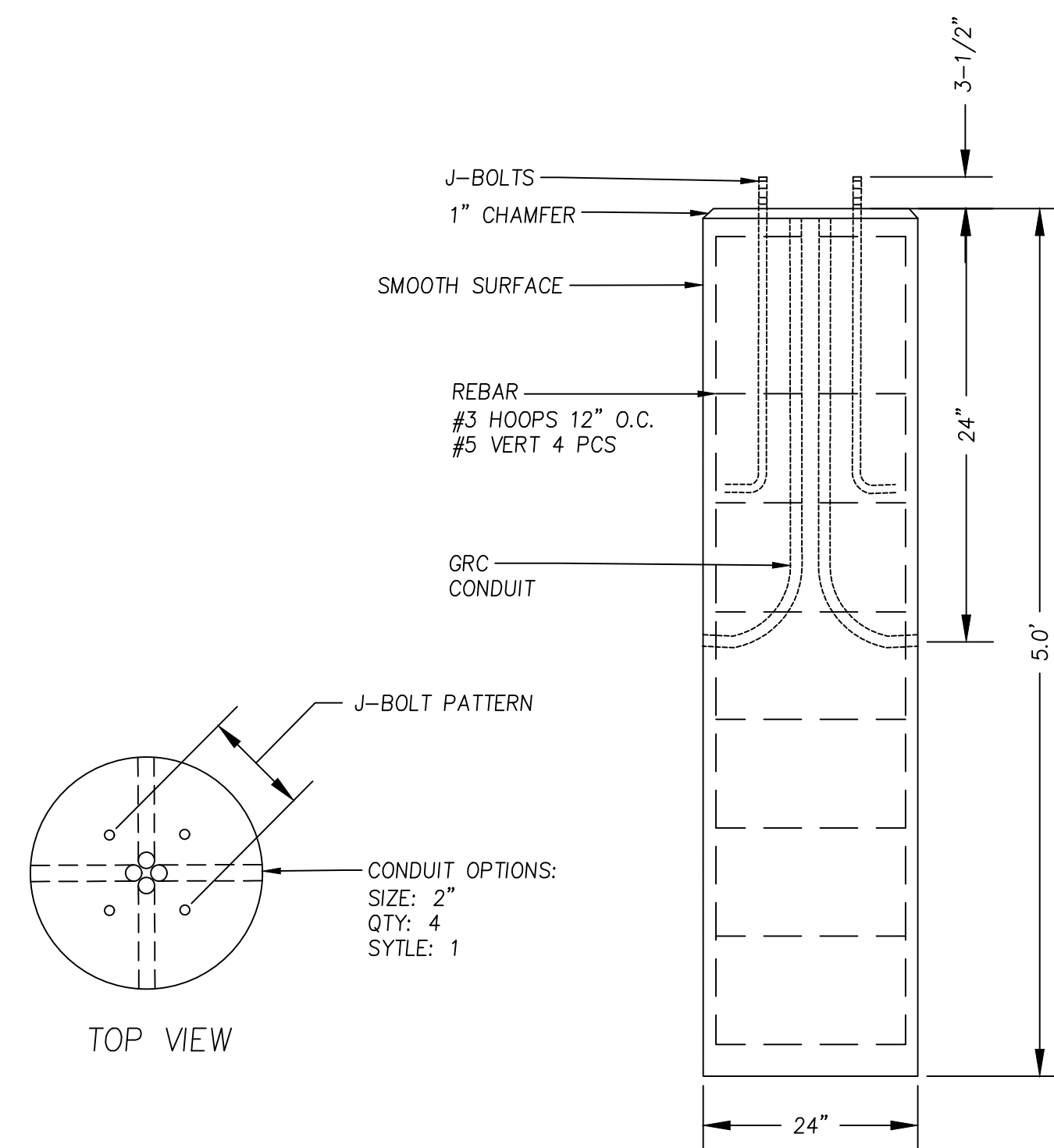
805 N. Main St. #107, Moscow, Idaho 83843

www.syntiereng.com 208.362.5776

UTILITY DETAILS

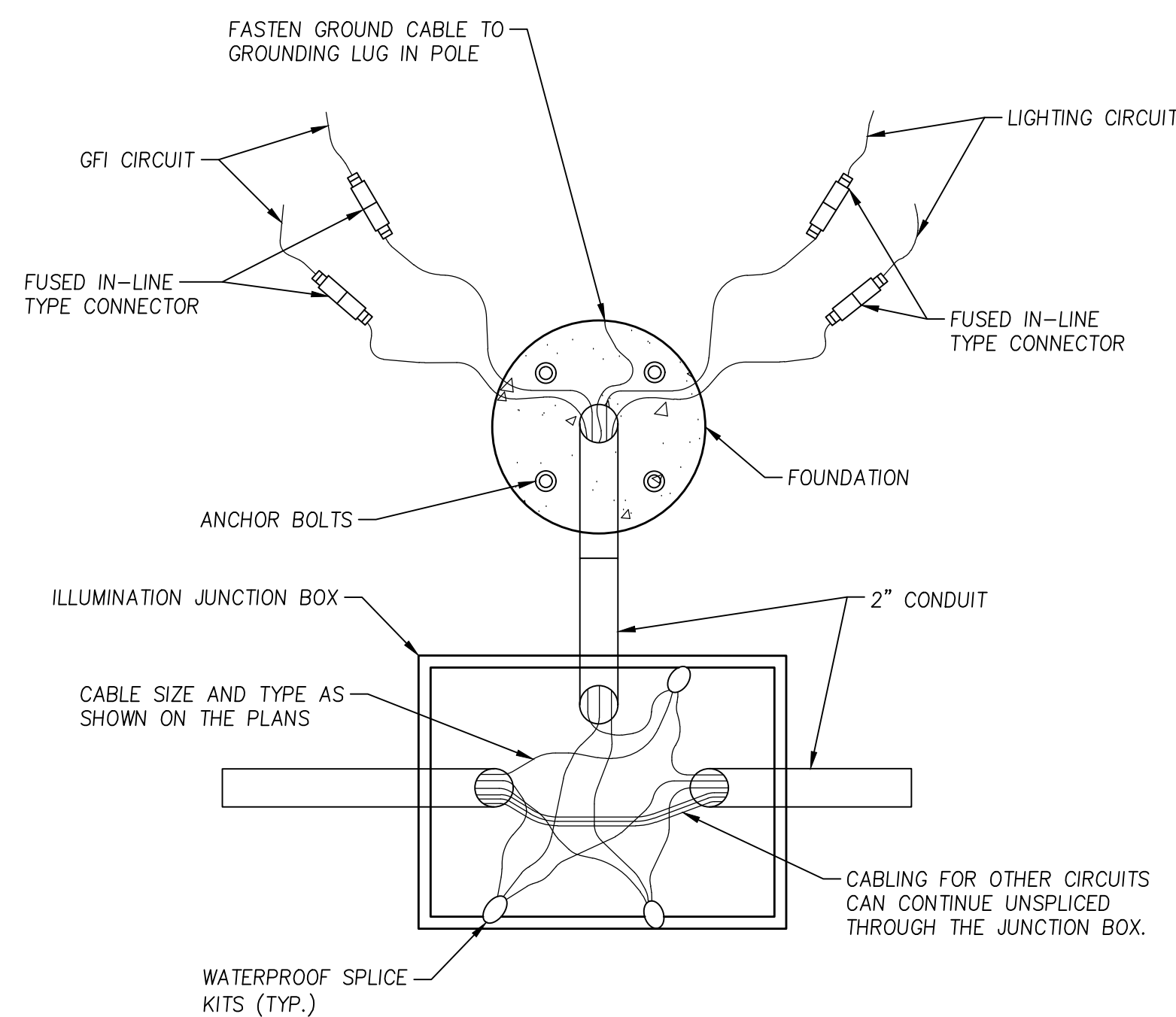
C STREET FRONTAGE IMPROVEMENTS

MOSCOW, IDAHO



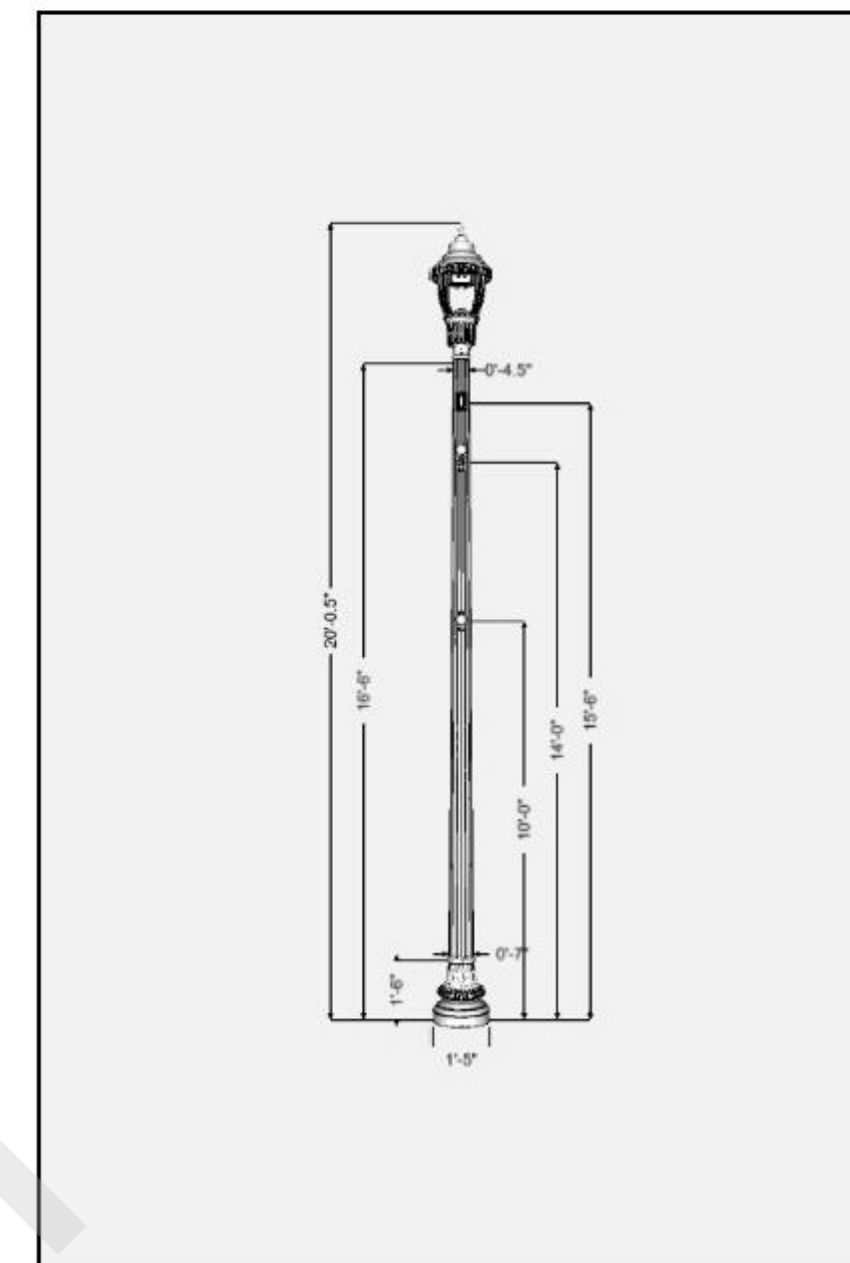
PRE-CAST LIGHT POLE DETAIL

N.T.S.



TYPICAL JUNCTION BOX AND FUSED CONNECTOR INSTALLATION

N.T.S.

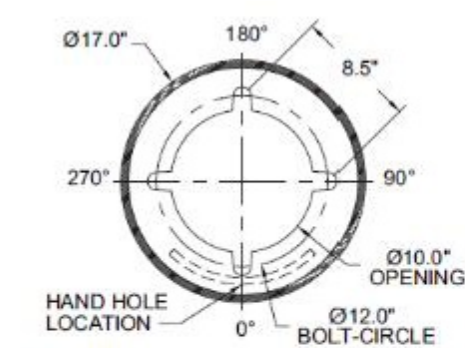


Description	Height/Width
Assembly Overall Height	20'-0.5"
Luminaire Mounting Height	16'-6"
Pole Height	16'-6"
FG Height	15'-6"
BA Height	14'-0"
BA Height	10'-0"
Pole Shaft OD At Top	0'-4.5"
Pole Shaft OD At Bottom	0'-7"
Pole Base Height	1'-6"
Pole Base Width	1'-5"

Windload

Passed Wind Speed: 90 mph
Windload Result: 66%
Evaluated per: Non-AASHTO

Anchorage/Orientation Plan



Note: Door = Hand Hole

Ordering Information

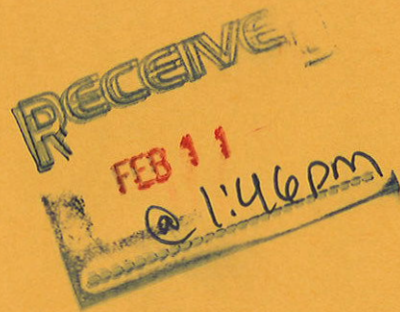
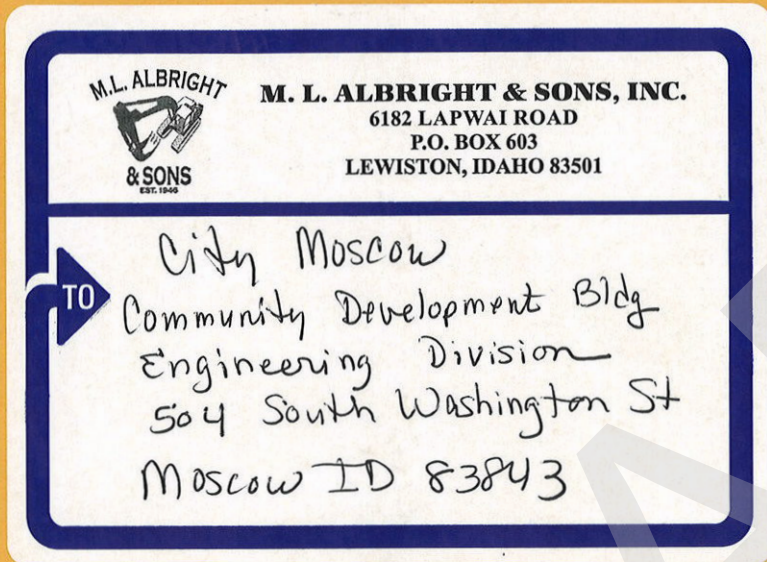
Qty	Catalog Number
5	WFCL3 P30 40K MVOLT FC3 BK SK AO L25
5	CLS 17 FTB 17D C03 BK SP120/168A RP186A
5	AB-31-4
1	TMP-82
5	FG BK
5	BA 26IN 1A BO FTB HB 100P BK
5	BA 26IN 1A BO FTB HB 100P BK

Luminaire		Pole	
Catalog Number: WFLC3 P30 40K M/VOLT FCB BK SK AO L25 Series: (WFLC3) Utility Washington Postlike Full Cutoff LED 3 Performance Package: (P30) P30 performance package Color Temperature: (40K) 4000K Voltage: (MVOLT) 120-277V Optics: (FC3) Full cutoff, type III Finish: (BK) Black	Finial/Trim: (BK) Spike finial Adjustable Output: (AO) Field adjustable lumen output Prewire Leads: (L25) 25ft prewire leads	Catalog Number: CLS 17 FTB 17D C03 BK ABG SP120/168A RP196A Series: (CLS) Columbia cast iron and steel pole Pole Height: (17) 17FT Shaft Style: (FTB) Fluted tapered Base Diameter: (17D) 17IN Base, Diamond Pattern Bolt Circle Pole Top Mounting: (C03) Tenon, 3.00 O.D. x 3/8 IN tall	Finish: (BK) Black Base Mounting: (ABG) Anchor bolt (galvanized steel) Small Provision Location A: (SP120/168A) Small accessory provision Receptacle Provision Location A: (RP196) Duplex receptacle provision
Accessories	Accessories		
Catalog Number: FG BK Weatherproof Receptacle: (FG) Receptacle with wet location with closed cover Finish: (BK) Black	Catalog Number: BA 100P 26IN 1A BO FTB HB BK Series: (BA) Banner arm Height / Length: (26IN) 26IN Number of Arms: (1A) Single arm	Arm Connection: (BO) Bolt-on Shaft Style: (FTB) Fluted tapered Finial: (HB) Half sphere	Banner Pipe Size: (100P) 1.00 SCH pipe (1.315IN actual) Finish: (BK) Black
Accessories		Anchor Bolt	Anchor bolt template
Catalog Number: BA 100P 26IN 1A BO FTB HB BK Series: (BA) Banner arm Height / Length: (26IN) 26IN Number of Arms: (1A) Single arm Arm Connection: (BO) Bolt-on Shaft Style: (FTB) Fluted tapered Finial: (HB) Half sphere Banner Pipe Size: (100P) 1.00 SCH pipe (1.315IN actual)	Finish: (BK) Black	Catalog Number: AB-314 Anchor Bolt: (AB-314) AB-314	Catalog Number: TMP-82 Anchor Bolt Template Number: (TMP-82) TMP-82

STREET LIGHT DETAIL

N.T.S.

Attachment "B"



BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 2-11-25

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for C STREET FRONTAGE IMPROVEMENTS PROJECT, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Haddock Building, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

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

8. The undersigned, as a bidder, acknowledges that Addenda Number 1 through 1 have been delivered to them and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
10. The undersigned holds Idaho Public Work's License Number PWC-C 12040-U-1-2-3
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
Mikes Heating		PWC-C	
a. Cooling Electrical	electrical	10404-AA-4	\$59,000 ⁰⁰
plumbing,		(07700, 15600	
b. Super Valve		(15700, 15510, 15400)	
		PWC-C	
c. United Contracting	concrete	011910-AA-1-2-3	\$52,343 ⁰⁰
Hisco Inc		PWC-C	
d. Asphalt Paving	paving	10067-B-4	\$15,500 ⁰⁰
Andres	irrigation -	PWC-C	
e. Landscape	landscape	080154-B-4	\$20,330 ⁰⁰

Subcontractor
continued next page

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

8. The undersigned, as a bidder, acknowledges that Addenda Number 1 through 1 have been delivered to them and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
10. The undersigned holds Idaho Public Work's License Number PWC-C 12040-U-1-2-3
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
a. Allwest Testing LLC	Testing	N/A	\$ 9255 ⁰⁰
b. Road Products LLC	pavement marking	PWC-C 12871-A-4	\$ 8590 ⁰⁰
c. Clear water Fence LLC	Fencing	PWC-C 068078-C-4	\$ 19642 ⁵⁰
d. _____	_____	_____	_____
e. _____	_____	_____	_____

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

BID SCHEDULE

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
SP 1.	Mobilization	1 LS	\$ 28000 ⁰⁰	\$ 28000 ⁰⁰
SP 2.A	Remove/Dispose Bituminous Surface	160 SY	\$ 24 ⁵⁰	\$ 3920 ⁰⁰
SP 2.B	Remove/Dispose of Concrete Sidewalk	90 SY	\$ 19 ⁰⁰	\$ 1710 ⁰⁰
SP 2.C	Remove/Dispose of Concrete Curb	290 LF	\$ 6 ⁰⁰	\$ 1740 ⁰⁰
SP 2.D	Remove/Dispose of Concrete Curb & Gutter	85 LF	\$ 15 ⁰⁰	\$ 1275 ⁰⁰
SP 2.E	Remove/Dispose of Structures and Obstructions	1 LS	\$ 2900 ⁰⁰	\$ 2900 ⁰⁰
SP 3	Fire Hydrant Relocation	1 EA	\$ 12250 ⁰⁰	\$ 12250 ⁰⁰
SP 4	Catch Basin	2 EA	\$ 2675 ⁰⁰	\$ 5350 ⁰⁰
SP 5	8-Inch Storm Sewer Pipe	25 LF	\$ 160 ⁰⁰	\$ 4000 ⁰⁰
SP 6.A	Concrete Curb Type A	330 LF	\$ 46 ⁵⁰	\$ 15345 ⁰⁰
SP 6.B	Concrete Curb & Gutter Type B	90 LF	\$ 55 ⁰⁰	\$ 4950 ⁰⁰
SP 7	Concrete Sidewalk	380 SY	\$ 99 ⁰⁰	\$ 37620 ⁰⁰
SP 8	Concrete Pedestrian Curb Ramp	45 SY	\$ 133 ⁰⁰	\$ 5985 ⁰⁰
SP 9	Cast Iron Truncated Domes	20 SF	\$ 84 ⁰⁰	\$ 1680 ⁰⁰
SP 10	3/4" (-) Crushed Rock Base	130 TON	\$ 92 ⁰⁰	\$ 11960 ⁰⁰
SP 11	Hot Mix Asphalt Patching	40 TON	\$ 360 ⁰⁰	\$ 14400 ⁰⁰
SP 12	Irrigation System	1 LS	\$ 13200 ⁰⁰	\$ 13200 ⁰⁰
SP 13	Concrete Tree Well	7 EA	\$ 1223 ⁰⁰	\$ 8561 ⁰⁰
SP 14	Tree Planting	7 EA	\$ 1470 ⁰⁰	\$ 10290 ⁰⁰
SP 15	Illumination System	1 LS	\$ 67900 ⁰⁰	\$ 67900 ⁰⁰
SP 16	Fencing	405 LF	\$ 54 ⁰⁰	\$ 21870 ⁰⁰

SP 17 Remove & Reset Signs
SP 18 A 4" Waterborne Pavement Marking
SP 18 B Thermoplastic Pavement Marking
SP 19 Inlet Protection
SP 20 Traffic Control

3 EA	\$ 732 ⁰⁰	\$ 2196 ⁰⁰
240 LF	\$ 8 ⁰⁰	\$ 1920 ⁰⁰
280 SF	\$ 13 ⁵⁰	\$ 3780 ⁰⁰
3 EA	\$ 110 ⁰⁰	\$ 330 ⁰⁰
1 EA	\$ 7850 ⁰⁰	\$ 7850 ⁰⁰

Bid Total \$ 290982⁰⁰

M L Albright & Sons Inc
Firm Name of Bidder


Signature of Bidder

President
Official Title

PO Box 603
Lewiston ID 83501
Bidders Mailing Address

pwc-c
12040-U-1-2-3
Public Works License No.

Idaho
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at Lewiston Idaho

This 11 day of February, 2025

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

M.L. Albright & Sons, Inc.
6182 Lapwai Rd
Lewiston, ID 83501

SURETY:

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
1100 Locust St., Dept 2006
Des Moines, IA 50391
Mailing Address for Notices
1100 Locust St., Dept 2006
Des Moines, IA 50391

OWNER:

(Name, legal status and address)

City of Moscow, Idaho

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

BOND AMOUNT: Five Percent of Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

C STREET FRONTAGE IMPROVEMENTS PROJECT
CITY OF MOSCOW PROJECT NO. 116-025

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 11th day of February, 2025

Sharon Albright
(Witness)

Sydney Schmidt
(Witness) Sydney Schmidt, Witness

M.L. Albright & Sons, Inc.
(Principal) (Seal)

By: [Signature]
(Title) President

Nationwide Mutual Insurance Company
(Surety) (Seal)

By: [Signature]
(Title) Shelby Groth, Attorney-in-Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

DANIEL J STOWE; DIANA R WILLIAMS; ERIN L REPP; H. KEITH MCNALLY; RYAN J PUGH;
SCOTT JONES; SHELBY GROTH; SYDNEY SCHMIDT; TRAVIS LONG; WILLIAM G DINNEEN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



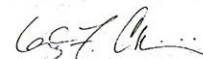
Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026


Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 11th day of February, 2025.


Assistant Secretary

February 7, 2025

ADDENDUM NO. 1

City of Moscow Project: **C STREET FRONTAGE IMPROVEMENTS PROJECT -2025**

Project No. **116-025**

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **C STREET FRONTAGE IMPROVEMENTS PROJECT -2025**, as fully and completely as if the same were entirely set forth in the Plans, Specifications, and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

The purpose of this addendum is to address questions regarding bid item SP 15 - Illumination System. The following clarifications and information are hereby made as part of the contract provisions and shall be fully binding.

There will be no adjustment to the bid date as part of this Addendum No.1.

CLARIFICATIONS:

1. What is the intended electrical source for the luminaires? If it is the circuit feeding the existing luminaire, has it been confirmed the circuit has sufficient capacity for the additional load?
 - *The intended electrical source is the existing pole mounted service located on the south side of 'A' Street between Jackson Street & Main Street that feeds the existing luminaire being removed on Jackson St as part of this project. This existing circuit was inspected and found to have at least 10 AMPs available for expansion.*
 - *Alternatively, the pedestal service controlling the luminaires along the south side of 'C' Street located on the SE corner of Almon Street & 'C' Street was inspected and found to have an AMP draw of .9 AMPSs. The over current protection for the lighting circuit is 240V 30 AMP breaker.*
2. What is the intended method of control? If it is to be fixture mounted photocell, the fixture part number does not reflect this.
 - *There are existing lighting control boxes at either service. No photocells are necessary on the fixtures.*
3. Please confirm quantity of luminaires. Street light detail indicates a quantity of (5). C2.0 shows a quantity of (6).
 - *Sheet C2.0 shows the correct quantity of six (6).*
4. Will poles require in ground hand holes? If yes what is the minimum tier rating and size?
 - *The new poles will not require ground hand holes, but instead us the hand holes at the base of the new poles. A ground hand hole may be necessary for the one (1) luminaire to be removed. If any ground holes (junction boxes) become necessary,*

the City can supply some traffic-rated junction boxes from our existing inventory at the City Shop (650 Van Buren).

5. Will poles require breakaways?
 - *The conductors in the poles will require breakaway fuse holders.*
6. Will the existing pole base be allowed to be reused if compatible with the new luminaire bolt pattern? (Construction note 156 C1.1)
 - *The existing pole base shall be removed/disposed, while the existing luminaire pole and fixture shall be salvaged and delivered to the City Shop (650 Van Buren).*
 - *The new luminaire being installed in the same vicinity shall include all new components.*
7. Page 118 describes a service pedestal, is this project intended to incorporate one? If yes, where is it to be located, where is it to be fed from, and what is it intended to feed?
 - *No, power for the new luminaires will come from an existing service option as described in question 1 (above).*
8. refer to sheet C1.1 - plans show existing pole and base to be salvaged and - Is the new pole and base to be installed in same location?
 - *See response to question 6 (above).*
9. refer to sheet C3.0 - plans show locations of new poles and bases but does not show where the power source is -per conversation you said power would come from the demo' d base. Please verify.
 - *See response to question 1 (above)*
10. refer to sheet C4.2 - Junction box detail shows lighting circuit and GFI Circuit - are both of these circuits available at the source of power or is the lighting and GFI circuits to be tied together?
 - *There are separate circuits. One for the 120v GFCI receptacle and the 240V lighting circuit. They are available at the source of power.*
11. refer to sheet C4.2 - plans show junction boxes at each pole location - the city in the past has been eliminating any junction boxes due to water penetration into the boxes and causing the wire connections to fail.
 - *See response to question 4 (above)*
12. refer to sheet C402 - plans show 2" conduits between poles and junction boxes, typical has been 1" - if we eliminate the junction boxes, each conduit or multiple conduits would run directly into the base of the light eliminating any possible failure due to water
 - *If using the pedestal service controlling the luminaires along the south side of 'C' Street located on the SE corner of Almon Street & 'C' Street, the existing conduit from control box to the first existing light pole on the SE corner of Almon Street & 'C' Street is 1inch. The remaining new conduit is intended to be 2" to allow for*

any future expansion. The new poles will not require ground hand holes, (junction boxes), but instead us the hand holes at the base of the new poles. A ground hand hole may be necessary for the one (1) luminaire to be removed.

13. If Junction boxes are to used, specifications are required

- See response to question 4 (above)

14. Plans do not show conductor size between lights.

- Existing luminaire conductors are #4 AWG CU. The new system shall use no less than #6 AWG THWN conductors.

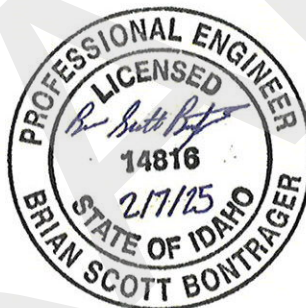
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- No ground rod is required. Bond luminaire with the equipment grounding conductor (EGC).

SUBMITTED BY:



Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

ML Albright & Sons Inc
Firm Name of Bidder

[Signature]
Signature of Bidder

President
Title

2-11-2025
Date

Attachment "C"

February 7, 2025

ADDENDUM NO. 1

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Project No. **116-025**

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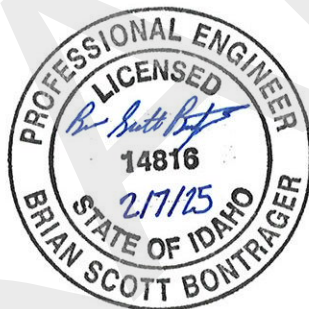
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SUBMITTED BY:



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Firm Name of Bidder

Signature of Bidder

Title

Date

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 24, 2025



AGENDA ITEM TITLE

Rural & Tribal Assistance Pilot Program Grant Request (ACTION ITEM) - Alisa Anderson / Scott Bontrager

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Scott Bontrager, City Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

The U.S. Department of Transportation, Build America Bureau has announced \$27 million for the Rural and Tribal Assistance Pilot Program (RTAPP) in no-match funds for transportation project development. Eligible activities include technical assistance grants to rural and tribal communities for the planning and design phases to develop transportation projects. The grant funding can be used to hire staff or advisors to assist with planning and design phase activities, including feasibility studies, preliminary engineering and design, and environmental review. Single project grants can range from \$200,000 up to \$750,000 each. The Bureau is accepting applications on a first-come, first-served basis beginning Tuesday, March 4, 2025, at 2 p.m. ET and will close on Thursday, April 3, 2025, at 4:59 p.m. ET. The City is an eligible applicant as a local government in a rural area. A copy of the grant program announcement is attached to this report.

Staff has identified the engineering and design of the “Palouse River Drive Corridor Multimodal Improvement Project” (PRDC) as eligible to submit for the RTAPP funding opportunity. The project will start from Highway 8 on Mountain View Road then south to East Palouse River Drive, continuing to West Palouse River Drive, ending at the city limits near Sand Road. A copy of the anticipated Project Description and map is attached to this report. If an award is received, it is anticipated the City will move forward with procurement of consultant services to complete the project. Staff estimates total project costs, for preliminary design services, not to exceed \$600,000.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval to submit a grant application to the Rural and Tribal Assistance Pilot Program for preliminary engineering and design services for the Palouse River Drive Corridor Multimodal Improvement Project in an amount not to exceed \$600,000 or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval to submit a grant application to the Rural and Tribal Assistance Pilot Program for engineering and design services for the Palouse River Drive Corridor Multimodal Improvement Project in an amount not to exceed \$600,000.

OTHER RESOURCES

Consultant Services

FISCAL IMPACT

There is no federal cost share match for this program; however, staff will provide in-kind grant administration and engineering oversight and project management services in working with a consulting firm throughout the project.

PERSONNEL IMPACT

Engineering, Grants and Finance Departments

ATTACHMENTS

1. Rural and Tribal NOFO 2024 Announcement Letter
2. Palouse River Driver Corridor MM Project Description
3. Palouse River Drive Corridor MM Map



Build America Bureau
1200 New Jersey Avenue, SE
Washington, DC 20590
www.transportation.gov/briefingroom

News

December 19, 2024

Contact: BuildAmerica@dot.gov

U.S. Department of Transportation Announces \$27 Million Available for Rural and Tribal Community Technical Assistance Grants

No-Match Funds for Transportation Project Development

WASHINGTON -- The U.S. Department of Transportation's (DOT's) Build America Bureau (Bureau) today released a [Notice of Funding Opportunity \(NOFO\)](#) for the [Rural and Tribal Assistance Pilot Program](#), created by the Bipartisan Infrastructure Law. The NOFO offers \$27 million in technical assistance grants to rural and tribal communities for the planning and design phase development of transportation projects. There is no local funding match required to participate in this program. The Bureau designated up to \$10 million for Tribal applicants.

"It is critical to support rural and Tribal communities and regions, so they are able to compete in DOT's larger grant programs," said **Bureau Executive Director Morteza Farajian**. "The Bureau is committed to sharing best practices and building capacity at local levels to ensure better utilization of innovative funding and financing solutions to deliver projects efficiently and cost-effectively."

The Rural and Tribal Assistance Pilot Program grants may be used to hire staff or advisors to assist with planning and design phase activities, including feasibility studies, preliminary engineering and design, environmental review, revenue forecasting, financial feasibility analysis, statutory and regulatory analysis, and drafting and negotiation of agreements. This program has two types of grants:

- Single project grants ranging from \$200,000 up to \$750,000 each, and
- Multi-community grants ranging from \$500,000 up to \$2.25 million each to fund projects in at least three eligible communities submitted in a single application.

The Bureau will accept applications on a first-come, first-served basis beginning Tuesday, March 4, 2025, at 2 p.m. ET. The Bureau posted a copy of the application on the website for interested entities to review and draft responses in advance. The application portal will close on Thursday, April 3, 2025, at 4:59 p.m. ET.

Eligible applicants include local governments or political subdivisions in rural areas or in urbanized areas that have a population less than 150,000 per the 2020 Census; state governments applying on behalf of a project in a rural area; federally recognized Indian Tribes; and the Department of Hawaiian Homelands.

The Bureau will host a free webinar on Tuesday, January 14, 2025, at 3 p.m. ET. about the application process and what activities can be funded through the program. Register for the webinar [here](#). Participation in the webinar is not mandatory to receive funding. The Bureau will post a recording of the webinar and a copy of the presentation at [Rural and Tribal Assistance Pilot Program | Build America \(transportation.gov\)](#). To provide an inclusive experience, the Bureau will arrange accommodations for requests received at RuralandtribalTA@dot.gov up to five business days prior to the webinar.

The previous NOFO included \$3.4 million. The Bureau awarded grants for 13 projects during the first round for activities such as engineering design for roadway safety improvements, bicycle and pedestrian trail connection, port development, and a study for transit service feasibility.

The Rural and Tribal Assistance Pilot Program joins the [Regional Infrastructure Accelerator Program](#), the [Innovative Finance and Asset Concession Grant Program](#), the [Thriving Communities Program](#), and other DOT technical assistance resources to ensure communities have tools to access federal funding and financing for critical infrastructure projects. Additional DOT technical assistance resources can be found on the DOT Navigator at www.transportation.gov/dot-navigator.

###

The Build America Bureau advances investment in transportation infrastructure by lending Federal funds to qualified borrowers; clearing roadblocks for credit worthy projects; providing technical assistance grants and services; and encouraging best practices in project planning, financing, delivery, and operations. The Bureau draws on expertise across DOT to serve as the point of coordination for states, municipalities, private partners, and other project sponsors seeking Federal financing and technical assistance.

City of Moscow

Palouse River Drive Corridor Multimodal Improvements

Project Description

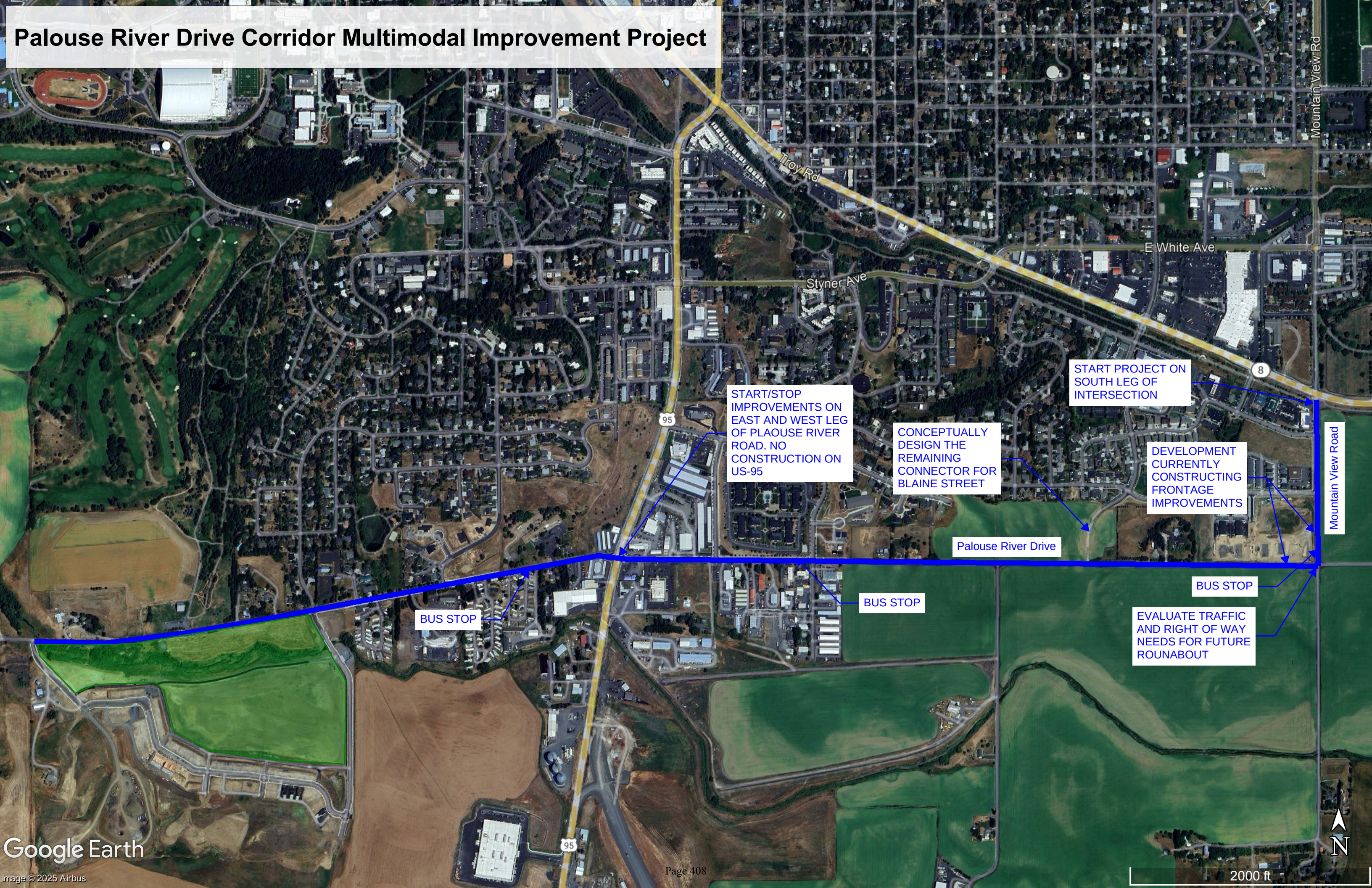
The City of Moscow is seeking approval to apply for a grant through the Rural and Tribal Assistance Pilot Program. The project will involve widening the pavement to accommodate bike lanes, sidewalks, curbs, gutters, and stormwater improvements. These enhancements will be made along Mountain View Road from SH-8 to East Palouse River Drive and on to West Palouse River Drive to the city limits. To complete these improvements, right-of-way acquisition will be necessary for most of the corridor.

A roundabout is planned at the intersection of Mountain View Road and East Palouse River Drive. The scope of work will include the design package at a conceptual level, helping to define general acquisition limits for construction of a future project. A traffic analysis will be conducted to determine the appropriate lane configuration and geometry needed to support traffic flow for the next 20 years.

The roadway cross-sections will adhere to Moscow's minor arterial standards, incorporating 5-foot bike lanes, center turn lanes, and green strip areas. The design package will also include three bus stops at the following locations: Mountain View Road/Palouse River Drive, Palouse River Drive/The Grove Apartments, and Palouse River Drive/Abiel Mobile Home Community.

The tasks that are anticipated for the proposed project include: surveying, utility coordination, right of way acquisition, traffic analysis; geotechnical, hydraulics and hydrology evaluation, environmental review, and design.

Palouse River Drive Corridor Multimodal Improvement Project



Google Earth

Image © 2025 Airbus