

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, March 10, 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. Approval of Public Works/Finance Committee February 10, 2025 Minutes (ACTION ITEM) - Laurie M. Hopkins

2. Request for Waiver for On-Premises Consumption Within 300 Feet of a School or Church per Idaho Code (ACTION ITEM) - Laurie M. Hopkins

The owners of Village Center Cinemas Eastside are in the process of obtaining an alcohol license. Idaho Code § 23-913, 23-1011B, and 23-1307A, prohibits any business from selling liquor, beer and/or wine for on-premise consumption within three hundred feet (300') of any church, school or any other place of worship, unless the City Council approves waiver of the requirement. The Village Center is within 300 feet of a church, specifically Real Life. The state license has been issued. The county license has been applied for and is pending approval. Alcohol will be allowed in one auditorium which will be 21 and over only. Patrons will be required to present valid identification for age verification. Those who are 21 years of age or older will receive a wristband, which must be worn to purchase and consume alcohol. A letter of request for waiver has been submitted and is included in the meeting packet. Village Center also received letters of support from The Jubilee School and Real Life.

PROPOSED ACTIONS: Consider applicant's request for City Council to waive the prohibition from selling alcohol for on-premises consumption within three hundred feet (300') of any church, school or any other place of worship and recommend approval contingent on issuance of the county license; or provide staff further direction.

3. Disbursement Report February 2025 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending February, 2025.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of February 2025.

4. Fourth Quarter Financial Report July 1, 2024 to September 30, 2024 for FY2024 (ACTION ITEM) - Sarah Decker

Presentation of the financial report for the fourth quarter of Fiscal Year 2024 (July 1, 2024 to September 30, 2024).

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

5. White Ave Pavement Preservation Project - Bid Results & Contract Award (ACTION ITEM) - Luke Hajda

The White Avenue Pavement Restoration Project extends from the intersection of SH8/Troy Road to Mountain View Road along White Ave. This project includes the removal and replacement of an approximately two-inch thick section of asphalt for the entirety of White Avenue within the project boundaries, as well as the installation of a ten-foot shared-use path to continue the existing path near the south Fairgrounds entrance east to Mountain View Road. The City published an advertisement for bids on February 8, 2025, and the Engineer's Estimate for construction was \$568,207.50. Bids were opened on February 25, 2025, at which three (3) bids were received. The bids ranged from \$458,764.00 to \$755,890.00. Of those bids, the lowest responsive bid received was submitted by Motley-Motley, Inc. of Pullman, WA with a bid of \$458,764.00. A bid tabulation is included in the packet.

PROPOSED ACTIONS: Recommend acceptance of the bid from Motley-Motley, Inc., award the contract in the amount of \$458,764.00 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. Slurry Seal Project 2025 - Bid Results & Contract Award (ACTION ITEM) - Bob Buvel

This project's scope includes the application of approximately 132,000 square yards of slurry seal street surface treatment. The City advertised for bids on February 8, 2025 and February 15, 2025, and the project was budgeted for \$250,000. The engineer's estimate for construction was \$265,196.00. Bids were opened on February 25, 2025, at which four (4) bids were received. The bids ranged from \$318,235.20 to \$393,816.06. Of those bids, the lowest responsive bid received was submitted by Blackline Inc. of Vancouver, WA with a bid of \$318,235.20. A bid tabulation is included in the packet.

PROPOSED ACTIONS: Recommend acceptance of the bid from Blackline Inc., award the contract in the amount of \$318,235.20, 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. Electrical Franchise Agreement Temporary Extension Memorandum of Agreement (ACTION ITEM) - Bill Belknap

The City of Moscow originally entered into a non-exclusive electrical franchise agreement dated September 8, 1998, with the Washington Water Power Company pursuant to Ordinance 98-31. Avista Utilities purchased Washington Water Power Company on January 1, 1999, and became the successor to the agreement and was assigned all rights, privileges, responsibilities and the franchise under the agreement. The original franchise agreement contained an initial ten-year term with an automatic renewal of fifteen years from the expiration of the initial term. The agreement has now expired and the City and Avista wish to continue operating under the original agreement until a new franchise agreement can be executed by both parties. Staff has prepared a Memorandum of Agreement to continue to operate under the prior agreement for 12 months or until a new agreement is executed by both parties.

PROPOSED ACTIONS: Recommend approval of the Memorandum of Agreement with Avista Utilities; 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.

Public Works / Finance Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, February 10, 2025

4:00 PM

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

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

PRESENT: Gina Taruscio, Bryce Blankenship

ABSENT: Hailey Lewis

OTHERS: Mayor Art Bettge

STAFF: Bill Belknap, Mia Bautista, Mike Ray, Alisa Anderson, Tyler Palmer, Laurie M. Hopkins

REGULAR AGENDA

1. Approval of Public Works/Finance Committee January 13, 2025 Minutes (ACTION ITEM) - Laurie M. Hopkins

The minutes were approved as presented.

2. Disbursement Report January 2025 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending January 2025.

ACTION: Accept the Disbursements Report for the month of January 2025.

Decker said the largest expense for January was payroll. No large disbursements but a few smaller ones were the annual payment for VEBA, support of the airport, and the quarterly payment to Smart Transit.

3. Regional Water Sustainability Funding Contract With Idaho Water Resource Board (ACTION ITEM) - Tyler Palmer

In July 2021, the IWRB adopted an initial Regional Water Sustainability Priority List (List) to help guide the IWRB's spending for large, regional water sustainability projects from ARPA funds, state general funds, or other applicable sources. In January 2022, the IWRB also adopted a threshold criteria for a project to be included on the List, which included that it must help achieve water supply sustainability on a regional, basin-wide, or statewide basis. Through this process, the City of Moscow was granted \$182,500 to be used to study the feasibility of a Clearwater River diversion as an alternate water supply to supplement the declining Palouse Basin Aquifer. The City of Moscow will manage the project with support from the Palouse Basin Aquifer Committee (PBAC). It is possible that additional funds for the project will be allocated by PBAC to complete the full scope of the study.

PROPOSED ACTIONS: Recommend approval of the Regional Water Sustainability Funding Contract With Idaho Water Resource Board as presented or provide staff further direction.

Palmer introduced the item as written above. The IWRB is aware of the challenges the Palouse area has. Funds must go through an entity. PBAC is the organizing structure. Many communities are hindered by state lines, which require regional cooperation. Idaho code addresses it and both state's Department of Ecology support the project. The Committee recommended approval and that it be placed on the Council regular agenda.

4. Resolution Authorizing City Attorney to Submit a claim on behalf of the City of Moscow for the Chevrolet Bolt Battery Litigation Settlement (ACTION ITEM) - Mia Bautista

A class action suit was filed against General Motors for defective batteries in model year 2017 through 2022 Chevrolet Bolt vehicles. A settlement agreement has been reached between General Motors, LG Electronics and representatives of eligible vehicle owners. The City purchased two Chevrolet Bolt vehicles in 2020 which are eligible under the settlement agreement. If the City does not submit a claim for a settlement payment, it will not be entitled to receive funds under the terms of the settlement agreement. Staff has prepared a resolution authorizing the City Attorney to submit a claim and sign any documents or agreements related to the settlement claim on behalf of the City.

PROPOSED ACTIONS: Recommend approval of the Resolution Authorizing City Attorney to Submit a claim on behalf of the City of Moscow for the Chevrolet Bolt Battery Litigation Settlement; or provide staff further direction.

Bautista introduced the item as written above. This doesn't compensate for damage, only the inconvenience of software update and purchase of new batteries. Both Bolts have had their batteries replaced. The Committee recommended approval and that it be placed on the Council consent agenda.

5. Idaho Airport Aid Program - Grant Agreement (ACTION ITEM) - Alisa Anderson

The Pullman-Moscow Regional Airport applied for a grant from the Idaho Transportation Department - Division of Aeronautics, Idaho Airport Aid Program to assist with General Aviation airport development. The grant request has been awarded for \$7,500 with a required project completion date of June 30, 2027. The attached Resolution authorizes the acceptance of the award in accordance with all Federal, State, and Local regulations and the execution of the Grant Agreement by the Mayor.

PROPOSED ACTIONS: Recommend approval to authorize acceptance of the Idaho Airport Aid grant award of \$7,500 from the Idaho Transportation Department - Division of Aeronautics and approve the corresponding Resolution, or provide staff further direction.

Anderson introduced the item as written above. Having no questions, the Committee recommended approval and that it be placed on the Council consent agenda.

6. Proposed Lot Line Adjustment at 1638 and 1662 Christopher Lane and 815 Pheasant Run Road (ACTION ITEM) - Mike Ray

The applicants, Edward and Mandi Coulter, are requesting a lot line adjustment between three properties located at 1638 and 1662 Christopher Lane, and 815 Pheasant Run Road. The proposed lot line adjustment would increase 1638 Christopher Lane from 1.04 to 1.05 acres, decrease 1662 Christopher Lane from 1.13 to 1.07 acres, and increase 815 Pheasant Run Road from 1.47 to 1.53 acres. The applicant is requesting the lot line adjustment to accommodate an existing fence and an access easement created between owners. The subject properties are located within the Suburban Residential (SR) Zoning District. Within the SR Zoning District the minimum lot size is 1 acre and the minimum lot width is 100 feet. All of the proposed lots meet all zoning code requirements and all existing structures meet setback requirements.

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

Ray introduced the item as written above and provided illustrations of the change. Having no questions, the Committee recommended approval and that it be placed on the Council consent agenda.

7. Consideration of Mayor and City Council Salary Adjustment Ordinance (ACTION ITEM) - Bill Belknap

Idaho Code § 50-203 requires compensation for a mayor and council to be fixed by ordinance. Moscow City Code Title 1, Chapter 8, Sec. 8-1, states "*The salary for elective officers shall be fixed by ordinance. Salary adjustments for such elective officers shall be made every two (2) years from the date of the previous adjustment in accordance and in proportion with adjustments in the Consumer Price Index, Series I.D. CUUR0000SA0 All Urban Consumers, U.S. All items, 1982-84=100. The statistics utilized shall be the figures for the annual percent change for each calendar year within the subject two (2) year period, as published by the United States Department of Labor in January of each year. Such adjustments must be specifically approved by ordinance at least six (6) months prior to the effective date of such adjustments.*" The reported CPI values were 4.1% and 2.9% for 2023 and 2024 respectively. Proposed increases to monthly salaries would be effective January 1, 2026, and are as follows: Mayor from \$2,396.96 per month to \$2,567.60 per month, and Council from \$831.03 per month to \$890.19 per month. Staff have prepared an ordinance to effectuate the adjustments in accordance with City Code.

PROPOSED ACTIONS: Recommend approval of the proposed ordinance making salary adjustments for the Mayor and City Council effective January 1, 2026; or provide staff further direction.

Belknap introduced the item as written above. Having no questions, the Committee recommended approval and that it be placed on the Council regular agenda.

ADJOURN

The meeting closed at 4:18 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, March 10, 2025



AGENDA ITEM TITLE

Request for Waiver for On-Premises Consumption Within 300 Feet of a School or Church per Idaho Code (ACTION ITEM) - Laurie M. Hopkins

RESPONSIBLE STAFF

Laurie Hopkins, City Clerk

ADDITIONAL PRESENTER(S)

Mia Bautista, City Attorney

DESCRIPTION

The owners of Village Center Cinemas Eastside are in the process of obtaining an alcohol license. Idaho Code § 23-913, 23-1011B, and 23-1307A, prohibits any business from selling liquor, beer and/or wine for on-premise consumption within three hundred feet (300') of any church, school or any other place or worship, unless the City Council approves waiver of the requirement. The Village Center is within 300 feet of a church, specifically Real Life. The state license has been issued. The county license has been applied for and is pending approval. Alcohol will be allowed in one auditorium which will be 21 and over only. Patrons will be required to present valid identification for age verification. Those who are 21 years of age or older will receive a wristband, which must be worn to purchase and consume alcohol. A letter of request for waiver has been submitted and is included in the meeting packet. Village Center also received letters of support from The Jubilee School and Real Life.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Consider applicant's request for City Council to waive the prohibition from selling alcohol for on-premises consumption within three hundred feet (300') of any church, school or any other place or worship and recommend approval contingent on issuance of the county license; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval contingent on issuance of state and county licenses.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

Staff time to process license.

ATTACHMENTS

1. Village_Center_Cinemas_Waiver Request
2. Village_Center_Cinemas_2025_packet application
3. Village_Center_Cinemas_2025_site plan

4. Village Center Cinemas_2025_ST
5. Village_Center_Cinemas_Real Life letter of support
6. Village_Center_Cinemas_Jubilee letter of support



March 5, 2025

City of Moscow
Attn: Laurie Hopkins

Re: Beer/Wine License Waiver request

Dear Laurie,

We are writing to request a waiver of the 300' proximity requirement to obtain a permit to sell beer and wine at our movie theater.

This refers to the provision that states beer and wine cannot be sold within 300' of a church or school without a waiver granted by the governing municipality. Attached to this request are letters from the church and school whose location falls within the 300' in question. As noted in their letters, they do not object to this request.

We appreciate your consideration; we are happy to provide further information as needed.

Sincerely,

Kerri Jo Staniszewski

Kerri Jo Staniszewski
Director of Operations

CITY OF MOSCOW
BEER AND/OR WINE LICENSE APPLICATION
NEW LICENSE



LICENSE EXPIRES EVERY JANUARY 31ST

Date: 2-24-2025

LICENSE TYPE AND FEES

State License Number 42128 Premise Number 1L-42128

Type of License	Amount	Total
☐ Beer – retail sale for off-premise consumption	\$50.00	
☒ Beer – by the drink for on premise consumption	\$200.00	200.00
☐ Wine – retail sale for off premise consumption (must also have retail beer license) *	\$150.00	
☒ Wine – by the drink for on premise consumption (must also have retail beer license) *	\$150.00	150.00
☐ Wine – by the drink AND retail sale on/off premise (must also have retail beer license) *	\$200.00	125.00
☒ Inspection fee (may be waived if a building permit is required for construction/remodel)	\$125.00	
☐ Restaurant Certification	\$0.00	
TOTAL		\$475.00

* Licensed wineries are not required to possess a retail beer license as a prerequisite to a retail wine license.

LICENSING DEPARTMENT / AGENT

☐ N/A

Contact person _____ Phone # _____

Email _____

Street address _____

Mailing address _____

BUSINESS INFORMATION

Business name (DBA) Village Center Cinemas Eastside Phone # 509-334-4700

Business street address 1420 S. Blaine Ste F Moscow, ID 83843

Business mailing address PO Box 157 Pullman, WA 99163

Type of business Cinema

Business dates of operation 7-days/week Hours of operation M-F 3-11 & S/S Noon-11

Business contact person Kerri Jo Staniszewski Phone # 509-334-4700

Business email Kerrijo@corporatept.com

APPLICANT INFORMATION (owner, president, chair, etc.)

Applicant is a ☐ Sole proprietor ☐ Partnership ☒ Corporation

If a corporation, partnership or association, also provide information on Attachment A.

Applicant Name (Corporation, LLC, LP, INC, etc.) Village Center Cinema Moscow LLC

Applicant Name (owner, president, chair, etc.) K. Duane Brelsford

List any and all previous names N/A

Title President Date of birth [REDACTED]
Mailing Address PO Box 157 Pullman, WA 99163
Idaho resident ☐ Yes ☒ No Length of Idaho residency N/A
Contact email duane@corporatept.com Phone 509-334-4700
Idaho State Tax Commission Seller's Permit Number (SEIN) 003710990
Idaho Tax ID Number (FEIN) 27-2616175
☐ Yes ☒ No Has Applicant or anyone listed on **Attachment A** ever had an alcohol license suspended, denied or revoked? (if yes, attach explanation);
☐ Yes ☒ No Has Applicant or anyone listed on **Attachment A** ever been convicted of any felony, any alcohol-related misdemeanor or facing any pending criminal charges? (if yes, attach explanation);
☐ Yes ☒ No Has Applicant or anyone listed on **Attachment A** ever held any interest in any other business licensed for the sale of alcoholic beverages? (if yes, attach explanation);
☒ Yes ☐ No Does anyone have any financial interest in the Applicant's business not previously listed on **Attachment A**, including silent partners, private financial loans, etc.? (if yes, list below, attach additional sheet if necessary);
Name Best Theaters, Inc. Phone: 406-587-1251
Address Po Box 10517 Bozeman, MT 59715 Ownership interest 50%

MANAGER INFORMATION (local manager in charge of selling alcohol)

Manager's name Hayley Gingery
Length of Idaho residency [REDACTED] Date of Birth [REDACTED]

PROPERTY INFORMATION

Premises are ☐ owned ☒ leased/rented
Building owner name Eastside Holdings, LLC
If same as applicant, move on to premises section.
Building owner address 1420 S. Blaine St. Moscow, ID 83843
Building owner contact email angela@eastsidemarketplace.com
Building owner home phone: N/A Building owner cell phone: 208-301-8521
Premises are within 300 feet of a public school, church, or any other place of worship ☒ Yes ☐ No

If premises are owned / mortgaged, include the deed.

If premises are leased or rented, attach a copy of lease or other instrument indicating plainly thereon the clause, which constitutes owner's consent to the sale of alcohol on the premises.

PREMISES DIAGRAM / FLOOR PLAN

Attach a diagram (no architectural blue prints) showing the entire area proposed to be licensed to sell, serve, dispense or store alcoholic beverages. **See Attachment B for details and sample drawing.** If applying for a sidewalk café, include the café area as well. The diagram should be on paper no larger than 8.5" x 11" and include the following:

- 1) dimensions of the premises sought to be licensed, including the sidewalk café area if applicable;

- 2) location of every entrance and exit to and from the premises;
- 3) location of every wall and interior partition of the premises;
- 4) location of the bar or bars from which beer will be dispensed;
- 5) location of the kitchen and kitchen facilities, if any;
- 6) location of the area wherein food and/or meals, if any, will be served to the public;
- 7) location of the lavatories and washrooms;
- 8) seating arrangement including location of tables, chairs and stools in the areas where beer, food and meals, and each of them will be served;
- 9) dimensions of each such area and room within the licensed premises;
- 10) location and dimensions of the access to the premises from the public street(s) of the City;
- 11) location and dimensions of the fire lane(s), if any, adjacent to the premises;
- 12) location and dimensions of the parking area, if any, for patrons using the premises.

RESTAURANT CERTIFICATION

Is the business a full-service restaurant? ☒ No ☐ Yes

If yes, please read the following paragraph and certify with your signature.

If no, proceed to Hold Harmless.

I, K. Duane Breilsford (applicant name) being first duly sworn on oath, depose and agree that:

- I am connected with the above business as the officer (owner, partner, officer);
- the premises for which said license above-specified has been issued, are now and will continue to be, premises constituting and operating as a "restaurant" as defined by Moscow City Code Title 9, Section 6-2, to-wit: Restaurant: any restaurant, café, hotel dining room, coffee shop, cafeteria, railroad dining car or other eating establishment having kitchen and cooking facilities for the preparation of food and where hot meals are regularly served to the public;
- this application and statement under oath is made for the purpose of obtaining a certificate showing the beer license has been issued for premises which constitute and are being operated as a restaurant;
- the premises for which application is made has a kitchen and cooking facilities and hot meals are regularly served to the public at said premises.


Applicant's signature

AFFIRMATIONS

- ☒ Yes ☐ No The applicant and/or anyone listed on **Attachment A** is the bona fide owner of the business which will be engaged in the sale of beer at retail and with respect to which such license is sought (*if no, attach explanation*);
- ☒ Yes ☐ No The applicant, and/or each person employed by an applicant whose duties include the serving or dispensing of beer, and/or anyone listed on **Attachment A** is not less than nineteen (19) years of age (*if no, attach explanation*);
- ☒ Yes ☐ No The condition and location of the proposed premises to sell beer at retail conforms to all laws and regulations of the State of Idaho and to the ordinances of the County of Latah, Idaho, and the City of Moscow applicable thereto relating to public health and safety and to the zoning ordinances of the City (*if no, attach explanation*);
- ☐ Yes ☒ No Is there is a stamp or permit outstanding and in force which has been issued to any person by the United States government for the premises for which license to sell beer at retail is sought which stamp or permit denotes payment of any special tax imposed by the United States government on a retail dealer in liquor or wines unless said premises are premises for which a retail license for sale of liquor by the drink issued under the provisions of Chapter 9, Title 23, Idaho Code (*if yes, attach explanation*);
- ☐ Yes ☒ No Have you, the manager, employee, or anyone listed on **Attachment A**, within three (3) years immediately preceding the date of filing the application, been convicted of the violation of any law of the State, or any other State, or of the United States, or of any ordinance of any county

or of the City, regulating, governing or prohibiting the sale, manufacture, transportation or possession of alcoholic beverages, intoxicating liquors, narcotic drugs or controlled substances, or within said time, suffered the forfeiture of a bond for failure to appear in answer to charges of any such violation (*if yes, attach explanation*);

☐ Yes ☒ No

Have you, the manager, employee, or anyone listed on **Attachment A** within five (5) years preceding the date of filing the application, been convicted of any felony or paid any fine or completed any sentence of confinement (*if yes, attach explanation*);

☐ Yes ☒ No

Have you, the manager, employee or anyone listed on **Attachment A** within three (3) years immediately preceding the date of filing the application had any license provided for in Moscow City Code, or any license or permit issued to the applicant pursuant to the law or ordinance of the State, or any other state, or of the United States, or of the City, to sell, manufacture, transport or possess alcoholic beverages or intoxicating liquors revoked (*if yes, attach explanation*).

HOLD HARMLESS

I, K. Duane Brelsford (applicant name) shall indemnify and hold harmless the City of Moscow from and for any and all losses, claims, actions, judgements for damages or injury to persons and property and losses and expenses caused or incurred by VCC-Eastside (business name), its servants, agents, employees, guests and business invitees, and not caused by or arising out of the tortious conduct of the City of Moscow or its employees.

K. Duane Brelsford
Applicant's signature

FINAL CERTIFICATION

I have read the foregoing and understand that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person or entity, can void or alter the terms of this Agreement. By signing below, I, K. Duane Brelsford, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct.

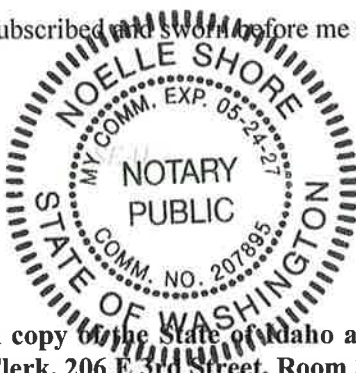
K. Duane Brelsford
Applicant's Signature

2-24-2025
Date

STATE OF Washington)

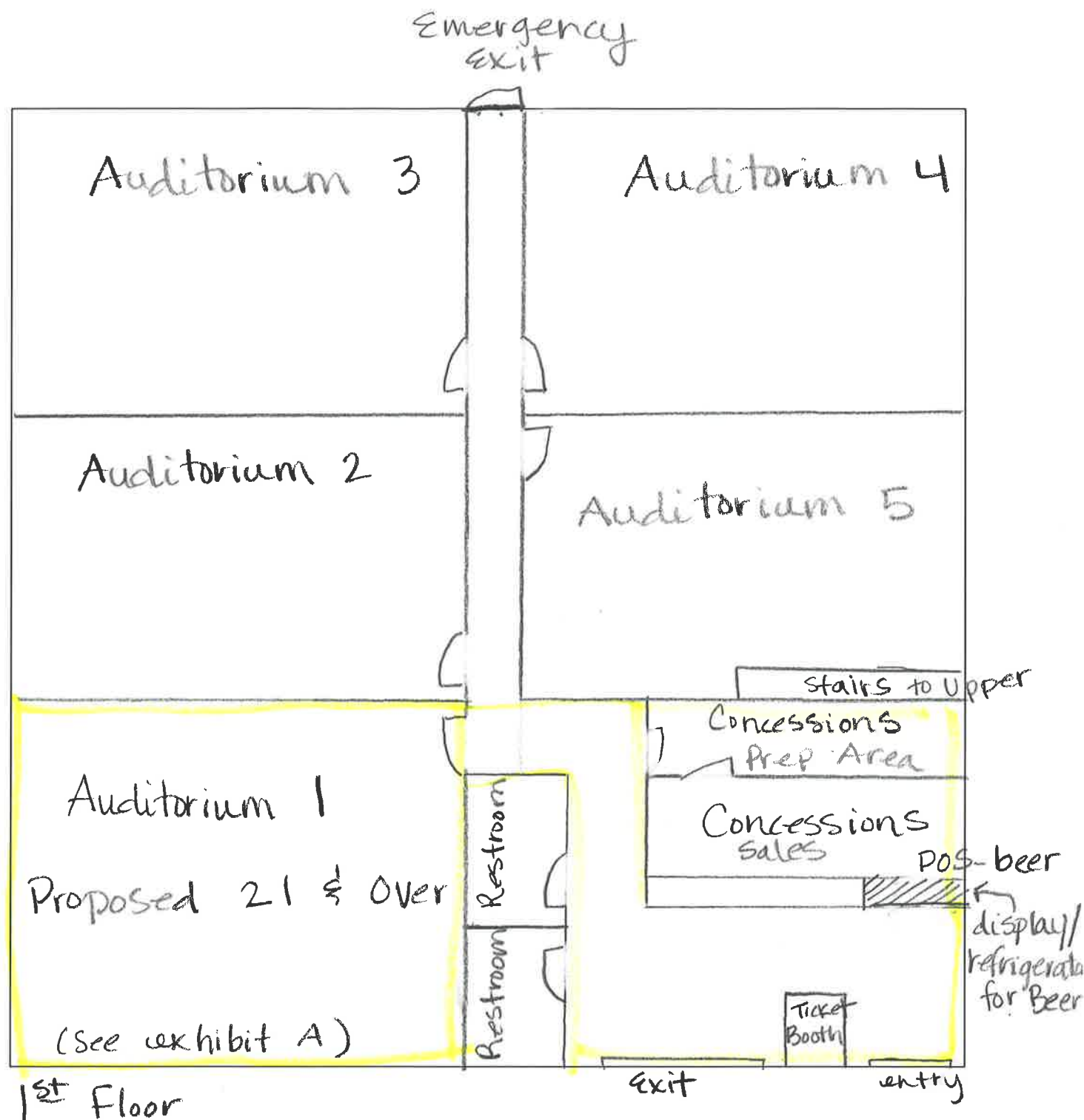
County of Whitman) ss:

Subscribed and sworn to before me this 24th day of February, 2025.

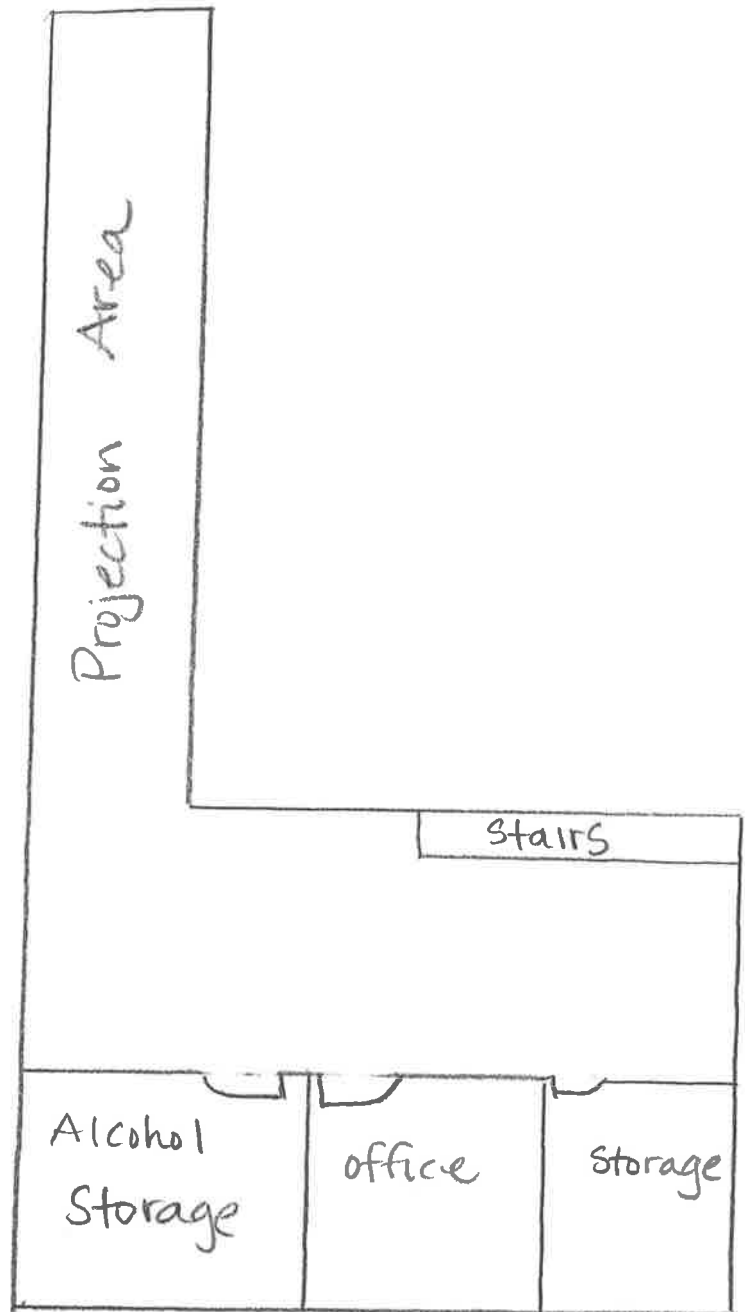


Noelle Shore
Residing at Uniontown
My Commission Expires: 5.24.2027

A copy of the State of Idaho and Latah County alcohol licenses are required. Return application to City Clerk, 206 E 3rd Street, Room 304 or PO Box 9203, Moscow ID 83843.



Village Centre Cinemas - East Side
1420 S. Blaine St., Ste F
Moscow, ID 83843



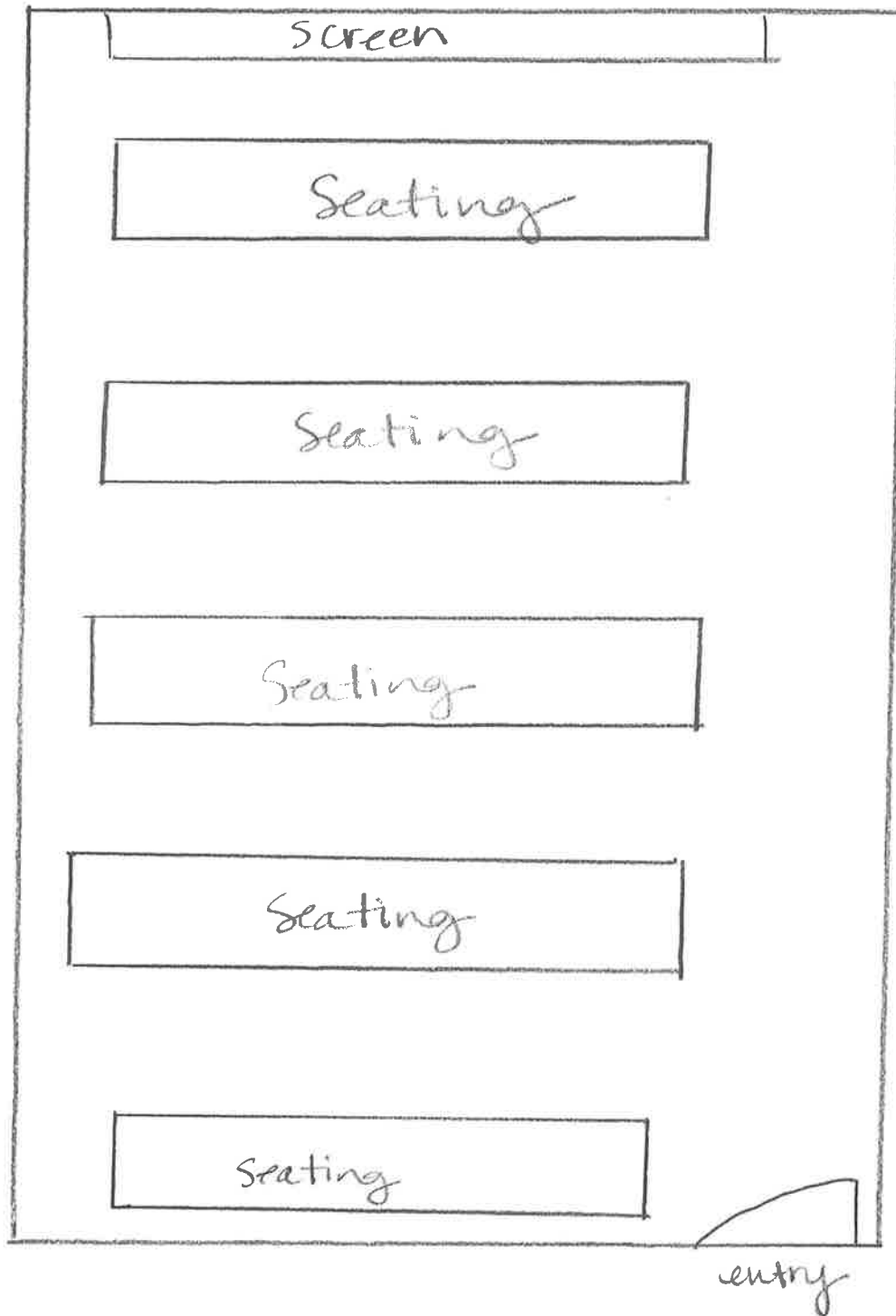
Upper floor

Village Centre Cinemas

1420 S. Blaine St. Ste F

Moscow, ID 83843

Auditorium 1



Premises Number: 1L-42128

Idaho State Police

Retail Alcohol Beverage License

License Year: 2026
License Number: 42128

This is to certify, that Village Centre Cinemas Moscow LLC

doing business as: Village Centre Cinemas Moscow

is licensed to sell alcoholic beverages as stated below at:

1420 S Blaine Ste F , Moscow, Latah County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	No
Wine by the glass	Yes <u>\$100.00</u>
Kegs to go	No
Growlers	No
Restaurant	No
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No
Brewer's Retail	No

TOTAL FEE: \$150.00

VILLAGE CENTRE CINEMAS MOSCOW
VILLAGE CENTRE CINEMAS MOSCOW
PO BOX 157

PULLMAN, WA 99163

Mailing Address

Valid

02/01/2025 - 01/31/2026

Expires
01/31/2026



February 27, 2025

To Whom It May Concern:

This letter serves to confirm that our religious organization, located within 300 feet of Village Center Cinemas, acknowledges their intent to sell beer and wine on their premises. We have no objections to this request.

Please feel free to contact us if further confirmation is required.

Respectfully,

Cathy McElderry

Executive Director



THE JUBILEE SCHOOL • 1410 SOUTH BLAINE STREET, MOSCOW, ID 83843
WWW.THEJUBILEESCHOOL.COM • 267.908.4854

February 27, 2025

To Whom It May Concern:

The Jubilee School is not opposed to the movie theater, located in Eastside Marketplace, serving alcohol.

Sincerely,

Heather Olsson
Head of School

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, March 10, 2025



AGENDA ITEM TITLE

Disbursement Report February 2025 (ACTION ITEM) - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending February 28, 2025. A summary of the major expenditures has been approximated by category and represents 96% of the total expenditure of \$3,123,699.15.

Payroll	\$1,283,251.00
Professional Services	\$96,309.00
Sanitation	\$389,149.00
Capital Outlay	\$8,757.00
Capital Outlay - Improvement	\$313,540.00
Capital Outlay - Vehicles	\$295,989.00
Supplies	\$65,655.00
Utilities	\$93,387.00
Contractual Payments	\$409,222.00
ACH Wells Fargo	\$42,997.00
Total	\$2,998,256.00

REVIEWED BY

PROPOSED ACTIONS

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of February 2025.

STAFF RECOMMENDATION

Approve the disbursement report and use of digital signatures to sign the Disbursements Report for the month of February 2025.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. February Revenue Report 2025
2. Cash & Investments Balances - February 2025
3. Disbursement Report - February 2025
4. Major Expenditures Report February 2025

RECEIPTS REPORT FOR FEBRUARY 2025

RECEIPTS REPORT FOR FEBRUARY 2025												
Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	197,769.48	153,774.30	56,629.43	0.00	146,413.83	22,860.08	265,031.57	48,335.51	0.00	5,233.00	896,047.20
105	STREETS	18,589.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,589.99
120	RECREATION AND CULTURE	0.00	0.00	175.00	0.00	15,071.02	0.00	0.00	0.00	0.00	0.00	15,246.02
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	9,068.75	0.00	0.00	0.00	0.00	0.00	0.00	9,068.75
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,770.59	0.00	0.00	0.00	0.00	0.00	1,770.59
220	WATER	0.00	0.00	0.00	0.00	591,164.26	0.00	1,387.21	0.00	0.00	0.00	592,551.47
230	SEWER	0.00	0.00	0.00	0.00	665,919.75	0.00	1,751.59	115.10	0.00	0.00	667,786.44
235	STORMWATER	0.00	0.00	0.00	0.00	49,101.77	0.00	0.00	0.00	0.00	0.00	49,101.77
240	SANITATION	0.00	0.00	0.00	0.00	489,620.45	0.00	0.00	0.00	0.00	0.00	489,620.45
290	FLEET	0.00	0.00	0.00	0.00	77,346.98	0.00	0.00	0.00	0.00	53,000.00	130,346.98
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	139,456.59	0.00	0.00	8,309.95	0.00	0.00	147,766.54
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
335	STORMWATER CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	1,800.00	0.00	0.00	0.00	27,661.77	0.00	0.00	0.00	29,461.77
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	2,877.65	0.00	0.00	0.00	2,877.65
590	BOND & INTEREST	26,932.52	0.00	0.00	0.00	0.00	0.00	398.58	0.00	0.00	0.00	27,331.10
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		243,291.99	153,774.30	58,604.43	9,068.75	2,175,865.24	22,860.08	299,108.37	56,760.56	0.00	58,233.00	3,077,566.72

City of Moscow Cash and Investments Balances as of 2/28/2025		
Fund	Year to Date Balance	
General Fund	\$	6,961,931.31
Street Fund	\$	2,317,274.01
Recreation & Culture	\$	1,660,195.32
MSDCP	\$	142,014.41
1912 Fund	\$	54,843.09
Transit Center	\$	62,438.53
Water Fund	\$	3,410,041.40
Sewer Fund	\$	4,085,045.31
Stormwater Fund	\$	450,926.12
Sanitation Fund	\$	2,319,092.22
Fleet Fund	\$	6,075,490.26
Information Systems	\$	2,986,433.26
Water Capital	\$	7,734,393.10
Sewer Capital	\$	23,980,404.62
Stormwater Capital	\$	254,011.42
Capital Projects	\$	17,918,417.12
Sanitation Capital	\$	10,760,138.90
LID Construction	\$	220.21
Hamilton	\$	795,159.33
Bond & Interest	\$	1,068,465.88
LID Funds	\$	20,773.21
Payroll Service	\$	1,144,293.92
Total Cash & Investments	\$	94,202,002.95

DISBURSEMENTS REPORT FOR FEBRUARY 2025											
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
BATCH #		2/5/2025	2/12/2025	2/19/2025	2/26/2025	2/18/2025 3/3/2025 AP 1.7.2025 AP 2.22.2025	2/19/2025 2/26/2025 AP 2.12.2025 AP 2.26.2025		2/7/2025	2/21/2025	
CHECK #'s		111733-111799	111800-111876	111877-111924	111925-111992	February CC ACH's	February ACH's		21642-21643	21644-21645	
Fund #											
101	GENERAL	28,380.18	10,769.02	198,449.91	25,102.89	13,715.59			369,407.94	383,713.57	0.00
105	STREETS	31,098.21	13,864.76	21.11	9,797.16	1,445.09			31,302.01	35,681.66	1,029,539.10
120	RECREATION AND CULTURE	25,645.81	17,406.11	533.03	8,093.19	2,934.04			58,392.90	63,885.42	123,210.00
121	MSD COMM. PLAY FIELDS	668.49	2,084.68		20.00				1,990.43	2,018.83	176,890.50
123	1912 CENTER	10,750.00									6,782.43
128	TRANSIT CENTER	1,073.84	122.85		469.96						10,750.00
220	WATER	31,996.50	15,943.19	7,811.26	8,822.52	7,257.64	134,099.70		56,154.07	52,515.73	1,666.65
230	SEWER	44,621.55	18,698.85	30,476.27	14,082.20	2,055.83	21,488.37		50,930.24	51,582.08	314,600.61
235	STORMWATER	693.53	2,631.23	976.65	2,062.39	2,033.94			18,110.22	19,075.31	233,935.39
240	SANITATION	123,783.72	1.33	137.34	208.81		243,876.72		8,625.27	8,791.19	45,583.27
290	FLEET	258,456.64	5,811.84	9,346.04	52,980.42	1,008.65			13,767.25	15,108.40	385,424.38
295	INFORMATION SYSTEMS	1,496.04	48,725.71	2,688.76	901.99	12,546.26			20,741.65	21,456.65	356,479.24
320	WATER CAPITAL PROJECTS		2,707.96								108,557.06
330	SEWER CAPITAL PROJECTS	8,756.65	2,725.51	2,023.20							2,707.96
335	STORMWATER CAPITAL PROJECTS		264.28								13,505.36
340	SANITATION CAPITAL PROJ		2,183.05								264.28
350	CAPITAL PROJECTS	8,330.50	302,194.37				1,095.00				2,183.05
355	LID CONSTRUCTION										311,619.87
380	HAMILTON - PARKS & REC										0.00
590	BONDS & INTEREST										0.00
	TOTAL	575,751.66	446,134.74	252,463.57	122,541.53	42,997.04	400,559.79	0.00	629,421.98	653,828.84	3,123,699.15

Major Expenditures for February 2025

<u>Professional Service</u>		<u>Sanitation</u>		<u>Utilities</u>	
Evcarr, Inc.	\$ 4,630.17	Finley Buttes Landfill	\$ 123,783.72	Avista Utilities	\$ 93,387.31
Janitorial Services - February 2025		Garbage - January 2025		January 2025	
GG Gutters, Inc.	\$ 6,446.28	Latah Sanitation (ACH Payment)	\$ 265,365.09		\$ 93,387.31
Janitorial Services - February 2025		Monthly LSI Billing for January 2025			
Gropp, LLC	\$ 14,260.00		\$ 389,148.81	<u>Payroll</u>	\$ 1,283,250.82
YC North Hvac Unit					
Viva Cleaning Company	\$ 4,263.16	<u>Supplies</u>		<u>Contractual Payments</u>	
Janitorial Services - February 2025		Ferguson Waterworks	\$ 2,514.46	Heart of the Arts	\$ 10,750.00
Anatek Labs, Inc.	\$ 3,700.00	Braces for pipes		Humane Society of the Palouse	\$ 4,846.16
UCMR5 Sampling		John S. Pocock, LLC	\$ 2,958.75	Palouse Trail Committee	\$ 10,000.00
Bowman Consulting Group, LTD.	\$ 3,542.50	Salt trucked from Utah (39.45 tons @ \$75.00/ea)		Infosend, Inc.	\$ 3,830.46
Professional services for water/sewer/storm rate study		Whitney Equipment Co.	\$ 10,136.00	Gallagher Benefit Services	\$ 3,333.33
Mundy's Machine & Welding	\$ 9,647.20	Refrigerated Sampler		Irth Solutions, LLC	\$ 3,150.00
Development participation for Logos project on Dominion Street		Dog Waste Depot	\$ 6,018.88	Whitcom 911	\$ 193,599.86
Gordon Truck Centers, Inc.	\$ 6,469.08	Dog waste bags		BS&A Software	\$ 41,001.00
Diagnose/Repair low air alarm on #1-08 (WRF)		Endress+Houser USA	\$ 5,315.31	Moscow Volunteer Fire Department	\$ 1,750.00
HDR Engineering, Inc.	\$ 18,682.67	Flow meter for the Filter Plant chlorination system		CompuNet, Inc.	\$ 2,861.80
Comp. water & sewer system plans professional services 12.29.24 thru 1.25.25		John S. Pocock, LLC	\$ 2,747.25	Department of Environmental Quality (ACH Payment)	\$ 134,099.70
Auto Body Super Center	\$ 3,311.35	Road salt (36.63 tons @ \$75.00/ea)			
Repair damage on #4-07 (PD) from reported accident on 9/17/24		Oxarc, Inc.	\$ 9,724.85		
GG Gutters, Inc.	\$ 6,446.28	Chlorine, so2, and Deposits on chemical containers			
Janitorial Supplies - March 2025		Unlimited Heating & Refrigeration, Inc.	\$ 4,100.00	<u>ACH Wells Fargo</u>	
The Grove Hotel	\$ 3,585.90	Unit Heater (Budgeted project)		Commercial Card Expense- January 31st	\$ 11,607.47
Hotel for City officials day at capital		Oxarc, Inc.	\$ 7,315.02	Commercial Card Expense- February 7th	\$ 17,137.93
Thinkmate	\$ 5,813.36	Chlorine and Chlorine Lead Washer		Commercial Card Expense- February 14th	\$ 5,246.09
Quote# 241018-49A RAX XS4-11E3 Thinkmate Config 761685		John S. Pocock, LLC	\$ 2,723.25	Commercial Card Expense- February 22nd	\$ 9,005.55
Thinkmate	\$ 5,511.36	Shipping of Salt from Broken Arrow (36.31 tons @ \$75.00/ea)			
Quote# 241018-48B RAX XS4-11E3 Thinkmate Config 761684		KGS Northwest	\$ 6,671.09		
		WAS Actuator 1			
	\$ 96,309.31	Proforce Marketing, Inc.	\$ 5,430.25		\$ 42,997.04
		Purchase of Taser batteries and cartridges		<u>Capital Outlay- Improvements</u>	
<u>Capital Outlay - Vehicles</u>				Alta Science and Engineering, Inc.	\$ 7,211.51
Pape Machinery, Inc.	\$ 247,635.00		\$ 65,655.11	Progress Report #17 for South Main Pedestrian Underpass TAP Design	
New loader #2-37 Vin#1DW544PALSLX24609 -Trade old #2-37				Itani Development IV, Inc.	\$ 299,948.00
Jess Ford of Pullman	\$ 48,354.00	<u>Capital Outlay</u>		Reimbursement to developer for Moser Park frontage improvements	
New vehicle #5-01 (Fire) Vin#1FM5K8AW7SGB28162		Ardurra Group, Inc.	\$ 8,756.65	J-U-B Engineers, Inc.	\$ 5,285.80
	\$ 295,989.00	Palouse Mall Lift Station - Professional Services for Dec 2024		Moscow / Deakin Avenue Project Jan 2025	
			\$ 8,756.65	LCA Architects, P.A. (ACH Payment)	\$ 1,095.00
				W. Palouse River Drive Property Study for Playground & School - Services Jan 2025	
					\$ 313,540.31

Major Expenditures		of the total expenditures of	
Large Expenditures	\$ 2,998,256.67 96%		\$3,123,699.15
Pape Machinery, Inc.	\$ 247,635.00	Department of Environmental Quality (ACH Payment)	\$ 134,099.70
New loader #2-37 Vin#1DW544PALSLX24609 -Trade old #2-37		Drinking Water Loan #DW1406F (2024)	
Jess Ford of Pullman	\$ 48,354.00	Itani Development IV, Inc.	\$ 299,948.00
New vehicle #5-01 (Fire) Vin#1FM5K8AW7SGB28162		Reimbursement to developer for Moser Park frontage improvements	
Whitcom 911	\$ 193,599.86		
January - March 2025 User Fees			
		Total:	\$923,636.56

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, March 10, 2025



AGENDA ITEM TITLE

Fourth Quarter Financial Report July 1, 2024 to September 30, 2024 for FY2024 (ACTION ITEM) - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION

Presentation of the financial report for the fourth quarter of Fiscal Year 2024 (July 1, 2024 to September 30, 2024).

REVIEWED BY

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Approve the fourth quarter report for Fiscal Year 2024 (July 1, 2024 to September 30, 2024).

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. FY24 4th Qtr Financials - Council Report
2. FY24 4th Qtr Financials - Summary

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

				Percent of Year 100% Budget to
Fund	Original Budget	Final Budget	September-24 YTD	Actual To Date
101 General Fund Revenues	22,621,729	23,621,729	20,294,893	85.92%
Salaries & Benefits	11,336,239	11,336,239	9,813,565	86.57%
Operations	6,506,833	7,506,833	6,382,896	85.03%
Capital Outlay	31,150	31,150	30,190	96.92%
Transfers	4,747,507	4,747,507	7,341,758	154.64%
Total General Fund Expenditures	22,621,729	23,621,729	23,568,409	99.77%
105 Street Department Revenues	4,465,855	4,465,855	4,228,994	94.70%
Salaries & Benefits	1,014,059	1,014,059	814,190	80.29%
Operations	1,395,243	1,395,243	1,209,347	86.68%
Capital Outlay	0	0	0	0.00%
Transfers	2,056,553	2,056,553	2,428,672	118.09%
Total Street Fund Expenditures	4,465,855	4,465,855	4,452,210	99.69%
120 Recreation & Culture Revenues	3,881,145	3,881,145	3,482,524	89.73%
Salaries & Benefits	2,361,049	2,361,049	2,056,316	87.09%
Operations	1,403,971	1,403,971	1,210,915	86.25%
Capital Outlay	0	0	0	0.00%
Debt Service	0	0	0	0.00%
Transfers	116,125	116,125	116,125	100.00%
Total Recreation & Culture Fund Expenditures	3,881,145	3,881,145	3,383,356	87.17%
121 MSD Community Playfields Revenues	251,483	251,483	207,534	82.52%
Salaries & Benefits	73,458	73,458	62,723	85.39%
Operations	114,576	114,576	69,485	60.65%
Transfers	63,449	63,449	63,449	100.00%
Total MSD Community Playfields Expenditures	251,483	251,483	195,657	77.80%
123 1912 Center Revenues	156,440	156,440	131,540	84.08%
Operations	138,500	138,500	131,222	94.74%
Capital Outlay	17,940	17,940	7,000	39.02%
Total 1912 Center Fund Expenditures	156,440	156,440	138,222	88.35%
128 Transit Center Revenues	43,050	43,050	45,079	104.71%
Operations	43,050	43,050	23,117	53.70%
Transfers	0	0	0	0.00%
Total Transit Center Fund Expenditures	43,050	43,050	23,117	53.70%
220 Water Fund Revenues	9,221,800	9,221,800	7,958,047	86.30%
Salaries & Benefits	1,592,529	1,592,529	1,408,538	88.45%
Operations	2,454,891	2,454,891	1,674,874	68.23%
Capital Outlay	490,000	490,000	351,106	71.65%
Debt Service	268,222	268,222	366,692	136.71%
Transfers	4,416,158	4,416,158	4,516,089	102.26%
Total Water Fund Expenditures	9,221,800	9,221,800	8,317,300	90.19%
230 Sewer Fund Revenues	10,253,082	10,253,082	9,666,259	94.28%
Salaries & Benefits	1,559,157	1,559,157	1,407,548	90.28%
Operations	2,569,045	2,569,045	2,051,339	79.85%
Capital Outlay	160,000	160,000	181,403	113.38%
Debt Service	401,500	401,500	397,783	99.07%
Transfers	5,563,380	5,563,380	5,665,277	101.83%
Total Sewer Fund Expenditures	10,253,082	10,253,082	9,703,349	94.64%

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

				Percent of Year 100% Budget to
Fund	Original Budget	Final Budget	September-24 YTD	Actual To Date
235 Stormwater Fund Revenues	1,237,166	1,237,166	1,125,618	90.98%
Salaries & Benefits	546,676	546,676	480,211	87.84%
Operations	364,784	364,784	241,761	66.28%
Capital Outlay	25,000	25,000	23,468	93.87%
Debt Service	0	0	0	0.00%
Transfers	300,706	300,706	288,378	95.90%
Total Stormwater Fund Expenditures	1,237,166	1,237,166	1,033,819	83.56%
240 Sanitation Fund Revenues	7,625,202	9,090,202	7,143,573	78.59%
Salaries & Benefits	243,715	243,715	226,042	92.75%
Operations	5,661,549	7,126,549	5,853,429	82.14%
Capital Outlay	0	0	0	0.00%
Transfers	1,719,938	1,719,938	3,008,588	174.92%
Total Sanitation Fund Expenditures	7,625,202	9,090,202	9,088,059	99.98%
290 Fleet Management Revenues	5,369,512	5,369,512	2,944,640	54.84%
Salaries & Benefits	384,073	384,073	334,509	87.10%
Operations	4,611,439	4,611,439	544,766	11.81%
Capital Outlay	374,000	374,000	985,901	263.61%
Debt Service	0	0	0	0.00%
Transfers	0	0	74,830	0.00%
Total Fleet Management Expenditures	5,369,512	5,369,512	1,940,005	36.13%
295 Information Systems	6,143,215	6,188,215	2,214,283	35.78%
Salaries & Benefits	592,190	592,190	480,480	81.14%
Operations	3,199,452	3,244,452	865,126	26.66%
Capital Outlay	2,346,573	2,346,573	406,187	17.31%
Transfers	5,000	5,000	2,222,240	44444.80%
Total Information Systems Expenditures	6,143,215	6,188,215	3,974,032	64.22%
Revenue for Miscellaneous Funds				
320 Water Construction Fund	9,709,996	9,709,996	3,626,678	37.35%
330 Sewer Construction Fund	19,801,854	19,801,854	5,657,338	28.57%
335 Stormwater Capital Fund	308,939	308,939	202,386	65.51%
340 Sanitation Construction Fund	8,048,986	8,048,986	3,317,660	41.22%
350 Capital Projects Fund	10,485,470	10,485,470	8,985,497	85.69%
355 LID Construction Fund	0	0	5	0.00%
380 Hamilton Fund	32,000	32,000	39,451	123.29%
590 Bond & Interest Debt Service Fund	1,054,750	1,054,750	1,062,615	100.75%
595 LID Bonded Debt Service Fund	35,611	35,611	0	0.00%
Total Miscellaneous Fund Revenue	49,477,606	49,477,606	22,891,629	46.27%
Expenses for Miscellaneous Funds				
320 Water Construction Fund	9,709,996	9,709,996	2,772,264	28.55%
330 Sewer Construction Fund	19,801,854	19,801,854	1,921,371	9.70%
335 Stormwater Capital Fund	308,939	308,939	163,614	52.96%
340 Sanitation Construcion Fund	8,048,986	8,048,986	0	0.00%
350 Capital Projects Fund	10,485,470	10,485,470	1,854,734	17.69%
355 LID Construction Fund	0	0	0	0.00%
380 Hamilton Fund	32,000	32,000	32,000	100.00%
590 Bond & Interest Debt Service Fund	1,054,750	1,054,750	1,045,858	99.16%
595 LID Bonded Debt Service Fund	35,611	35,611	0	0.00%
Total Miscellaneous Fund Expenses	49,477,606	49,477,606	7,789,841	15.74%
Total City Revenue (1)	120,747,285	123,257,285	82,334,613	66.80%
Total City Expenses	120,747,285	123,257,285	73,607,376	59.72%

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

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

City of Moscow

QUARTERLY FINANCIAL REPORT

Budget For Fiscal Year Ending 9/30/2024

SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

	Original Budget	Final Budget	September-24 YTD	Percent of Year 100% Budget to Actual To Date
General Fund				
Revenues	22,621,729	23,621,729	20,294,893	85.92%
Salaries & Benefits	11,336,239	11,336,239	9,813,565	86.57%
Operations	6,506,833	7,506,833	6,382,896	85.03%
Capital Outlay	31,150	31,150	30,190	96.92%
Transfers	4,747,507	4,747,507	7,341,758	154.64%
Total General Fund Expenditures	22,621,729	23,621,729	23,568,409	99.77%
Bond & Interest Debt Service Revenue	1,090,361	1,090,361	1,062,615	97.46%
Bond & Interest Debt Service Expenditures	1,090,361	1,090,361	1,045,858	95.92%
Other Governmental Funds				
Revenues	8,797,973	8,797,973	8,095,671	92.02%
Salaries & Benefits	3,448,566	3,448,566	2,933,229	85.06%
Operations	3,095,340	3,095,340	2,644,086	85.42%
Capital Outlay	17,940	17,940	7,000	39.02%
Transfers	2,236,127	2,236,127	2,608,246	116.64%
Debt Service	0	0	0	0.00%
Total Other Governmental Expenditures	8,797,973	8,797,973	8,192,561	93.12%
All Capital Projects Funds				
Revenues	48,387,245	48,387,245	21,829,015	45.11%
Capital Outlay	48,387,245	48,387,245	6,743,983	13.94%
Total Capital Projects Expenditures	48,387,245	48,387,245	6,743,983	13.94%
Enterprise Funds				
Revenues	28,337,250	29,802,250	25,893,496	86.88%
Salaries & Benefits	3,942,077	3,942,077	3,522,339	89.35%
Operations	11,050,269	12,515,269	9,821,404	78.48%
Capital Outlay	675,000	675,000	555,977	82.37%
Debt Service	669,722	669,722	764,475	114.15%
Transfers	12,000,182	12,000,182	13,478,332	112.32%
Total Enterprise Fund Expenditures	28,337,250	29,802,250	28,142,527	94.43%
Internal Service Funds				
Revenues	11,512,727	11,557,727	5,158,923	44.64%
Salaries & Benefits	976,263	976,263	814,989	83.48%
Operations	7,810,891	7,855,891	1,409,891	17.95%
Capital Outlay	2,720,573	2,720,573	1,392,087	51.17%
Debt Service	0	0	0	0.00%
Transfers	5,000	5,000	2,297,070	45941.40%
Total Fleet & IS Expenditures	11,512,727	11,557,727	5,914,037	51.17%
Total City Revenue (1)	120,747,285	123,257,285	82,334,613	66.80%
Total City Expenses	120,747,285	123,257,285	73,607,376	59.72%

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

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

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, March 10, 2025



AGENDA ITEM TITLE

White Ave Pavement Preservation Project - Bid Results & Contract Award (ACTION ITEM) - Luke Hajda

RESPONSIBLE STAFF

Scott Bontrager, City Engineer, Luke Hajda, Civil Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

The White Avenue Pavement Restoration Project extends from the intersection of SH8/Troy Road to Mountain View Road along White Ave. This project includes the removal and replacement of an approximately two-inch thick section of asphalt for the entirety of White Avenue within the project boundaries, as well as the installation of a ten-foot shared-use path to continue the existing path near the south Fairgrounds entrance east to Mountain View Road. Also included within the project's scope is the installation of curb and gutter, sidewalk, reinforced concrete approaches, and soft spot repair.

The City published an advertisement for bids on February 8, 2025, and the Engineer's Estimate for construction was \$568,207.50. Bids were opened on February 25, 2025, at which three (3) bids were received. The bids ranged from \$458,764.00 to \$755,890.00. Of those bids, the lowest responsive bid received was submitted by Motley-Motley, Inc. of Pullman, WA with a bid of \$458,764.00. A bid tabulation is included in the packet.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the bid from Motley-Motley, Inc., award the contract in the amount of \$458,764.00 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 Motley-Motley, Inc., award the contract in the amount of \$458,764.00 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 Streets Roadway Improvement Program (350-150-770-83).

PERSONNEL IMPACT

Engineering Division staff will administer construction contract and inspection.

ATTACHMENTS

1. Bid Tabulation - White Avenue Pavement Restoration Project
2. Construction Agreement _White Avenue_final with attachments

White Avenue Pavement Restoration Project
Bids Opened 2/25/25

				Engineers Estimate		Low Bidder		Bid From:		Bid From:		Bid From:	
						Motley-Motley Inc.		Knife River		Granite Construction Co.			
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total	Price	Total	Price	Total	Price	Total
1	Mobilization	1	LS	\$51,000.00	\$51,000.00	\$39,000.00	\$39,000.00	\$57,570.00	\$57,570.00	\$75,000.00	\$75,000.00		
2	Inlet Protection	8	EA	\$140.00	\$1,120.00	\$102.00	\$816.00	\$179.00	\$1,432.00	\$300.00	\$2,400.00		
3	Silt Fence	495	LF	\$8.50	\$4,207.50	\$6.60	\$3,267.00	\$6.00	\$2,970.00	\$15.00	\$7,425.00		
4	Planing Bituminous Pavement	8,710	SY	\$5.00	\$43,550.00	\$4.40	\$38,324.00	\$3.00	\$26,130.00	\$10.00	\$87,100.00		
5	Soft Spot Repair	540	SY	\$40.00	\$21,600.00	\$38.00	\$20,520.00	\$75.00	\$40,500.00	\$100.00	\$54,000.00		
6a	Remove / Dispose Bituminous Surface	1,000	SY	\$65.00	\$65,000.00	\$9.00	\$9,000.00	\$4.00	\$4,000.00	\$10.00	\$10,000.00		
6b	Remove / Dispose Concrete Sidewalk	75	SY	\$65.00	\$4,875.00	\$12.00	\$900.00	\$27.00	\$2,025.00	\$200.00	\$15,000.00		
6c	Remove / Dispose Reinforced Concrete App.	75	SY	\$65.00	\$4,875.00	\$16.00	\$1,200.00	\$27.00	\$2,025.00	\$200.00	\$15,000.00		
6d	Remove / Dispose Concrete Curb Type A	220	LF	\$65.00	\$14,300.00	\$6.00	\$1,320.00	\$8.00	\$1,760.00	\$20.00	\$4,400.00		
7a	Concrete Curb Type A	220	LF	\$65.00	\$14,300.00	\$50.00	\$11,000.00	\$62.00	\$13,640.00	\$60.00	\$13,200.00		
7b	Concrete Curb & Gutter Type B Spill	720	LF	\$45.00	\$32,400.00	\$52.00	\$37,440.00	\$62.00	\$44,640.00	\$75.00	\$54,000.00		
8	Reinforced Driveway Approach	120	SY	\$265.00	\$31,800.00	\$105.00	\$12,600.00	\$131.00	\$15,720.00	\$250.00	\$30,000.00		
9	Concrete Sidewalk	20	SY	\$115.00	\$2,300.00	\$95.00	\$1,900.00	\$128.00	\$2,560.00	\$160.00	\$3,200.00		
10	Concrete Pedestrian Curb Ramp	65	SY	\$275.00	\$17,875.00	\$146.00	\$9,490.00	\$189.00	\$12,285.00	\$200.00	\$13,000.00		
11	Cast Iron Truncated Domes	40	SF	\$115.00	\$4,600.00	\$39.00	\$1,560.00	\$45.00	\$1,800.00	\$40.00	\$1,600.00		
12	Hot Mix Asphalt Patching	105	TON	\$265.00	\$27,825.00	\$170.00	\$17,850.00	\$336.00	\$35,280.00	\$255.00	\$26,775.00		
13	Subgrade Separation Geotextile	730	SY	\$4.50	\$3,285.00	\$2.50	\$1,825.00	\$3.00	\$2,190.00	\$8.00	\$5,840.00		
14	3/4" (-) Crushed Rock Base	260	TON	\$65.00	\$16,900.00	\$35.00	\$9,100.00	\$39.00	\$10,140.00	\$120.00	\$31,200.00		
15	Adjust Utilities	21	EA	\$400.00	\$8,400.00	\$672.00	\$14,112.00	\$430.00	\$9,030.00	\$2,000.00	\$42,000.00		
16	Pavement Overlay Geotextile	8,710	SY	\$5.50	\$47,905.00	\$4.00	\$34,840.00	\$2.00	\$17,420.00	\$5.00	\$43,550.00		
17	1/2" Superpave HMA Pavement	1,100	TON	\$125.00	\$137,500.00	\$129.00	\$141,900.00	\$140.00	\$154,000.00	\$146.00	\$160,600.00		
18	Imported Topsoil	5	CY	\$45.00	\$225.00	\$110.00	\$550.00	\$160.00	\$800.00	\$100.00	\$500.00		
19	Bark Mulch	1	CY	\$65.00	\$65.00	\$250.00	\$250.00	\$382.00	\$382.00	\$100.00	\$100.00		
20	Traffic Control	1	LS	\$12,300.00	\$12,300.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00		
21	Force Account	1	EST	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00		
				TOTAL	\$568,207.50	TOTAL	\$458,764.00	TOTAL	\$503,299.00	TOTAL	\$755,890.00		

**CONSTRUCTION AGREEMENT
FOR WHITE AVENUE PAVEMENT RESTORATION PROJECT
BETWEEN CITY OF MOSCOW, IDAHO
AND MOTLEY-MOTLEY, INC.**

THIS CONSTRUCTION AGREEMENT FOR WHITE AVENUE PAVEMENT RESTORATION PROJECT BETWEEN CITY OF MOSCOW, IDAHO, AND MOTLEY-MOTLEY, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2025, is made by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Motley-Motley, Inc., 6901 State Route 270, Pullman, Washington, 99160 (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: White Avenue Pavement Restoration Project - 2025, City of Moscow Project No. 106-021, Attachment "A" consisting of 142 pages;
2. Bid Proposal of CONTRACTOR, dated February 25, 2025, Attachment "B", consisting of 6 pages;
3. Performance and Payment Bonds and Insurance Certificates; and
4. 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:

WHITE AVENUE PAVEMENT RESTORATION PROJECT

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed no later than August 22, 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 Four Hundred Fifty-Eight Thousand, Seven Hundred Sixty-Four Dollars (\$458,764.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Four Hundred Fifty-Eight Thousand, Seven Hundred Sixty-Four Dollars (\$458,764.00), 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:

Motley-Motley, Inc.
Frank. J. Motley
6901 SR 270
Pullman, WA 99163

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, Frank J. Motley, 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 Motley-Motley, 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:

Motley-Motley, Inc.

CITY:

City of Moscow, Idaho

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

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



COMMUNITY DEVELOPMENT ENGINEERING DIVISION

DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:

**WHITE AVENUE PAVEMENT RESTORATION
PROJECT - 2025**

CITY OF MOSCOW PROJECT NO. 106-021

DRAFT

CITY OF MOSCOW, IDAHO

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

Plans, Specifications and Proposal

WHITE AVENUE PAVEMENT RESTORATION PROJECT - 2025

CITY OF MOSCOW PROJECT NO. 106-021



**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 –WHITE AVENUE PAVEMENT RESTORATION PROJECT - 2025”** until **2:00 p.m.**, prevailing local time, **Tuesday, February 25, 2025**, for the following project:

WHITE AVENUE PAVEMENT RESTORATION PROJECT - 2025

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.

The scope of this project consists of but is not limited to approximately 8,800 square yards of asphalt planing, placement of pavement overlay geotextile, and 1,200 tons of asphalt paving. This project also includes the installation of a 10' wide asphalt pathway, installation of curb & gutter, construction of pedestrian ramps, reinforced concrete approaches, soft spot repair, utility adjustment, removal of existing sidewalk, concrete approach, and type A curb.

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” / “White Avenue Pavement Restoration Project - 2025”

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 **9508139**. 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, 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

Britany Luft, Deputy City Clerk

Publish Dates: February 8th, 2025 & February 15th, 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 WHITE AVENUE PAVEMENT PRESERVATION PROJECT - 2025, (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 Works License Number _____.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

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 WHITE AVENUE PAVEMENT RESTORATION PROJECT - 2025 as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$	\$
2.	Inlet Protection	8 EA	\$	\$
3.	Silt Fence	495 LF	\$	\$
4.	Planing Bituminous Pavement	8,710 SY	\$	\$
5.	Soft Spot Repair	540 SY	\$	\$
6A.	Remove / Dispose Bituminous Surface	1,000 SY	\$	\$
6B.	Remove / Dispose Concrete Sidewalk	75 SY	\$	\$
6C.	Remove / Dispose Reinforced Concrete App.	75 SY	\$	\$
6D.	Remove / Dispose Concrete Curb Type A	220 LF	\$	\$
7A.	Concrete Curb Type A	220 LF	\$	\$
7B.	Concrete Curb & Gutter Type B Spill	720 LF	\$	\$
8.	Reinforced Driveway Approach	120 SY	\$	\$
9.	Concrete Sidewalk	20 SY	\$	\$
10.	Concrete Pedestrian Curb Ramp	65 SY	\$	\$
11.	Cast Iron Truncated Domes	40 SF	\$	\$
12.	Hot Mix Asphalt Patching	105 TON	\$	\$
13.	Subgrade Separation Geotextile	730 SY	\$	\$
14.	3/4" (-) Crushed Rock Base	260 TON	\$	\$
15.	Adjust Utilities	21 EA	\$	\$
16.	Pavement Overlay Geotextile	8,710 SY	\$	\$
17.	1/2" Superpave HMA Pavement	1,100 TON	\$	\$

18.	Imported Topsoil	5 CY	\$ _____	\$ _____
19.	Bark Mulch	1 CY	\$ _____	\$ _____
20.	Traffic Control	1 LS	\$ _____	\$ _____
21.	Force Account	1 EST	\$ 20,000	\$ 20,000
Bid Total				\$ _____

Firm Name of Bidder

Signature of Bidder

Official Title

Bidders Mailing Address

Public Works License No.

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____

This ____ day of _____, 2025

**CONSTRUCTION AGREEMENT
FOR WHITE AVENUE PAVEMENT RESTORATION PROJECT - 2025
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, is made and entered into 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, Full 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 for: Project Name, City of Moscow Project No. Project Number, Attachment "A" consisting of # of pages pages;
2. Bid Proposal of CONTRACTOR, dated date, 2025, Attachment "B", consisting of # of pages pages;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addenda, if applicable, Attachment "C", consisting of # of pages pages; and
5. Change Orders, which may be delivered or issued after the effective date of this Agreement.

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

**ARTICLE 2.
WORK**

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

Project Name

**ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION**

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

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof are permitted in accordance with the 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 Dollar Amount Dollars (\$), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Dollar Amount Dollars (\$), 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 shall 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 shall 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:

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 invalid or unenforceable by a court of competent jurisdiction, 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 Authorized Agent, 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 Company to this Agreement. This Agreement may be executed using electronic signatures pursuant to Idaho Code s 28-50-107. If electronic signatures are utilized, the acknowledgement before a notary is not required.

CONTRACTOR:

CITY:

Company

City of Moscow, Idaho

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 .

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 or 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 August 22, 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

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

GC-11. EXTRA WORK

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

4. 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:

5. Inform the Engineer in writing of such need; and
 6. Plot the location of such tree on the site plan which is the subject of this Agreement; and
 7. 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:

8. 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.
9. 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:

10. 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:

11. 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:
12. agrees with the other party to submit the Claim to another dispute resolution process; or
 13. 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
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. 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

SCOPE

The scope of this project consists of but is not limited to approximately 8,800 square yards of asphalt planing, placement of pavement overlay geotextile, and 1,200 tons of asphalt paving. This project also includes the installation of a 10' wide asphalt pathway, installation of curb & gutter, construction of pedestrian ramps, reinforced concrete approaches, soft spot repair, utility adjustment, removal of existing sidewalk, concrete approach, and type A curb.

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 Supervisor 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. They 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, Ryan DeBaun, (208) 883-7018. Failure to provide advance notification shall void any claims for delay of Contractor's work by City forces.

SP-1. MOBILIZATION

This item shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for the work on the project; for premiums on bond and insurance for the project; survey, geotechnical investigations and utility coordination, preparation of a construction schedule, furnishing and erecting field offices, laboratory, batch plants and other facilities necessary to undertake the Design-Build Work, security, badging and certification requirements, initial site personnel, sanitary facilities, development of site material and equipment requirements, preparing requisitions for all items and preparation of the procurement program, and for all other work and operations which must be performed or costs incurred before beginning production work on the various contract items. Mobilization cost for subcontracted work shall be considered to be included in the prices bid by the prime contractor.

Measurement and Payment:

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

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

Measurement for MOBILIZATION shall be lump sum. Payment for this item shall be at the price shown on the Contractor's Proposal, according to the above guidelines, and shall include all materials, labor, equipment and incidentals to do the work for:

SP-1. MOBILIZATIONL.S.

SP-2. INLET PROTECTION

This work consists of, but not limited to, installing and maintaining inlet protection below or above, or as a prefabricated cover at each inlet grate prior to the beginning of any construction. The installation shall be completed in accordance with the Project Plans, Engineering Specifications, ES-25, ES-26, City of Moscow Standard Construction Drawings, and these Specifications.

Below inlet grate devices shall be prefabricated units specifically designed for inlet protection and shall remain securely attached to the drainage structure when fully loaded with sediment and debris, or at the maximum level of sediment and debris specified by the manufacturer.

Above Inlet Grate devices may be silt fence, sandbags, or prefabricated units specifically designed for inlet protection. The device shall remain securely in place around the drainage Structure under all conditions.

Inlet Grate Cover devices shall be prefabricated units specifically designed for inlet protection and have the following features:

1. Be a sewn geotextile fabric unit fitted to the individual grate and completely enclosing the grate.
2. Have built-in lifting devices to allow manual access of the stormwater system.

Check dams or functionally equivalent devices may be used as inlet protection devices with the approval of the Engineer.

Measurement and Payment:

INLET PROTECTION will be measured per each for each device furnished and installed on the project. No separate payment will be made in the event that inlet protections are transferred from existing inlets to new inlets. Payment shall include all materials, labor, equipment and incidentals necessary to perform the described work including installation, removal, maintenance, and disposal at an approved disposal site for:

SP-2. INLET PROTECTION EACH

SP-3. SILT FENCE

This work shall consist of, but not limited to, the procurement and installation of Silt Fence. The Silt Fence is used to prevent erosion events from depositing sediment in the adjacent bodies of water. The installation shall be completed in accordance with the Project Plans, Engineering Specifications, ES-25, ES-26, Standard Drawings, and these Specifications.

The silt fence shall consist of a product manufactured for the specific purpose of controlling sediment discharge. Installation shall be performed in accordance with Specification ES-25. The

installation shall be maintained for the duration of the project until vegetation has reestablished to the satisfaction of the Engineer.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment. This item also includes the cost of installation and continued maintenance of erosion control devices until permanent vegetation is established.

Measurement and Payment:

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

SP-3. SILT FENCE..... L.F.

SP-4. PLANING BITUMINOUS PAVEMENT

This item consists of furnishing the necessary materials, labor and equipment to mill a two (2) inch depth section of existing bituminous surface, haul, and disposal of the planings offsite.

Planing shall be performed in such a manner that the underlying pavement is not torn, broken, or otherwise damaged by the planing operation. Delamination or raveling of the underlying pavement will not be construed as damage due to the Contractor's operations. Pavement outside the limits shown in the Plans or designated by the Engineer that is damaged by the Contractor's operations shall be repaired to the satisfaction of the Engineer, at the Contractor's expense. The equipment shall have automatic controls, with sensors for either or both sides of the equipment. The controls shall be capable of sensing the grade from an outside reference line, or a mat-referencing device. The automatic controls shall have a transverse slope controller capable of maintaining the mandrel at the desired transverse slope (expressed as a percentage) within plus or minus 0.1 percent.

The Contractor shall perform the planing operations no more than Five (5) calendar days ahead of the time the planed area is to be paved with new HMA pavement, unless otherwise approved by the Engineer. If the roadway is to be reopened to vehicular traffic prior to paving operations a papered transition shall be installed on the transverse joint at a slope of 30:1. This papered joint shall be maintained during the period of time that the road is open to the travelling public.

Measurement and Payment

Measurement for planing bituminous pavement shall be by the square yard of acceptably completed work as measured in the field. Payment for this item 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. PLANING BITUMINOUS PAVEMENT S.Y.

SP-5. SOFT SPOT REPAIR

This work shall consist of, but not limited to, the repair of soft spots. The repair shall be completed in accordance with the Project Plans, Engineering Specifications ES-8, City of Moscow Standard Construction Drawings, and these Specifications.

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

Measurement and Payment:

Measurement for SOFT SPOT REPAIR shall be per square yard as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include excavation, dewatering, base rock, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-5. SOFT SPOT REPAIR S.Y.

SP-6. REMOVALS AND DISPOSALS

This item consists of furnishing the necessary materials, labor and equipment to saw-cut, excavate, remove and dispose of existing bituminous surface, concrete pavement, concrete sidewalks, concrete curbs, concrete pedestrian ramps, and other obstructions as required. All removals and disposals shall be in accordance with City of Moscow Engineering Specification ES-4.

The Contractor shall be responsible for all removals delineated by City staff as specified in plans, specifications, and contract documents, and as may be necessary to complete the work in accordance with the scope of the work and City Standards.

Sections of concrete to be removed shall be cleanly saw-cut perpendicular to the alignment of the adjacent competent curb or sidewalk. **Excavation and disposal of material necessary to accommodate the placement of six (6) inches of new, compacted crushed rock base beneath the new sidewalk, pedestrian ramps, pathway, and vehicular approaches, and four (4) inches of new, compacted base rock beneath new curbs is considered incidental to the removal items.**

Curbs, sidewalks and street sections to be removed shall be saw-cut full depth, on smooth, straight lines as marked in the field. Saw cutting shall be considered incidental to this item. The concrete is to be removed and disposed of by the contractor. Location of a disposal site is the responsibility of the contractor.

All areas, on the street side of the curb, where asphalt surfacing has been removed shall be temporarily cold mix patched (min. 2.5" thick) or backfilled with crushed rock base flush with the existing asphalt surface the same day as excavation and backfill occurs. The temporary patch or backfill must then later be removed and replaced to match existing depth or with six (6) inch thick

hot mix patch, whichever is lesser. The hot mix patch shall be installed a minimum of three (3) days to a maximum of seven (7) days after pouring the concrete curb/sidewalk. Temporary patching or backfill shall be maintained to provide a smooth driving surface and protected by means of traffic cones until the time of replacement with the permanent hot mix asphalt patching. Temporary cold patching behind sidewalk is not required. All costs associated with the temporary patching or crushed rock base backfill shall be included in the removal items.

The contractor must notify the property owner at least 24 hours in advance of any impact to driveway access.

The Contractor shall be especially cognizant of apparent tree roots that will require caution during the performance of this work item and shall notify the Community Forestry Administrator, David Schott (208) 883-7098, upon encountering roots of 1" or greater diameter before cutting those roots.

A. REMOVE / DISPOSE OF BITUMINOUS SURFACE

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

Existing bituminous surface to be removed shall be neatly saw-cut, removed, and disposed of in marked areas necessary to facilitate the construction of concrete curb, sidewalk, pathway, and pedestrian curb ramps. Saw cutting shall be considered incidental to this item. Sections to be removed shall be cleanly saw-cut perpendicular to the existing curb alignment, and along painted removal lines located twenty-four (24) inches minimum from the curb line, as shown in the plans. When field conditions dictate, removal limits may be extended beyond twenty-four (24) inches to achieve ADA compliance. This item also covers any milling or removal of bituminous surface for the preparation of raised asphalt crosswalks. Location of a disposal site is the responsibility of the contractor.

Crushed rock must be placed along the edge of any vehicle or pedestrian approach affected by these removals to provide temporary vehicle access if needed to maintain local access. The contractor must notify the property owner at least 24 hours in advance of any impact to driveway access.

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

B. REMOVE / DISPOSE CONCRETE SIDEWALK

This work shall consist of, but not limited to, the removal and disposal of concrete sidewalk. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, ES-5, and the Standard Drawings. Any property corners shall be referenced prior to removal.

Sections of concrete to be removed shall be cleanly saw-cut perpendicular to the alignment of the adjacent competent curb or sidewalk. **Excavation and disposal of material necessary to accommodate the placement of six (6) inches of new, compacted crushed rock base beneath the new sidewalk, pedestrian ramps, pathway, and vehicular approaches, and four (4) inches of new, compacted base rock beneath new curbs is considered incidental to the removal items.**

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

C. REMOVE / DISPOSE OF REINFORCE CONCRETE APPROACH

This work shall consist of neatly saw-cutting, removing, and disposing of marked deficient concrete approach. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings. Any property corners shall be referenced prior to removal. **Excavation and disposal of material necessary to accommodate the placement of six inches (6") of new, compacted crushed rock base beneath the new sidewalk, pedestrian ramps, pathway, and vehicular approaches, and four inches (4") of new, compacted base rock beneath new curbs is considered incidental to the removal items** **REMOVE / DISPOSE OF CONCRETE CURB TYPE "A"**

This work shall consist of, but not limited to, the removal and disposal of concrete curb Type A. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Sections of concrete to be removed shall be cleanly saw-cut perpendicular to the alignment of the adjacent competent curb or sidewalk. **Excavation and disposal of material necessary to accommodate the placement of six (6) inches of new, compacted crushed rock base beneath the new sidewalk, pedestrian ramps, pathways, and vehicular approaches, and four (4) inches of new, compacted base rock beneath new curbs is considered incidental to the removal items.**

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

D. REMOVE / DISPOSE OF CONCRETE CURB TYPE A

This work shall consist of, but not limited to, the removal and disposal of concrete curb Type A. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Sections of concrete to be removed shall be cleanly saw-cut perpendicular to the alignment of the adjacent competent curb or sidewalk. **Excavation and disposal of material necessary to accommodate the placement of six inches (6") of new, compacted crushed rock base beneath the new sidewalk, pedestrian ramps, pathway, 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.

SP-6. A. REMOVE / DISPOSE BITUMINOUS SURFACE S.Y.

SP-6. B. REMOVE / DISPOSE CONCRETE SIDEWALK..... S.Y.

SP-6. C. REMOVE / DISPOSE REINFORCED CONCRETE APPROACH ... S.Y.

SP-6. D. REMOVE / DISPOSE CONCRETE CURB TYPE A..... L.F.

SP-7. CONCRETE CURB

This work shall consist of constructing either concrete Curb Type A, Curb & Gutter Type B, Curb and Gutter Type B Spill, Rolled Curb Type C, or Pedestrian Curb. Details for Curb & Gutter Type B Spill can be found in the drawing Details.

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 ¾" minus crushed aggregate conforming to City of Moscow Standard ES-7 to the level of the adjacent asphalt and compacted to 95% of AASHTO T-99 maximum density in lifts not to exceed 8 inches depth. See SP-2 REMOVALS AND DISPOSALS for temporary patching and/or backfill requirements.

Excavation and disposal of material necessary to accommodate the placement of 4 inches of new compacted base rock beneath new curb is considered incidental to the removal items. Doweling of curb, backfill, and compaction are considered incidental to this item.

Backfill of lawn areas adjacent to new curbs shall be topsoil as specified in these specifications, and shall be hand raked to conform to the adjacent properties. Topsoil backfill and labor shall be part of the work of Imported Topsoil. All other excavated areas shall be backfilled.

Measurement and Payment:

Measurement and payment for CONCRETE CURB shall be by the linear foot for either Curb Type A , Curb & Gutter Type B Spill, Curb & Gutter Type B, Rolled Curb Type C. 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-7A. CONCRETE CURB TYPE A L.F.

SP-7B. CONCRETE CURB & GUTTER TYPE B SPILL..... L.F.

SP-8. REINFORCED DRIVEWAY APPROACH

This work shall consist of constructing concrete pavement approaches and driveways with steel reinforced concrete to allow the adjacent sidewalk and pathway to be constructed in compliance with ADA and City standards.

All Driveway Approaches shall be constructed per attached plans, City of Moscow Standard Construction Drawings, and in accordance with City of Moscow Engineering Specifications ES-11 and ES-12.

Driveway approaches shall be considered as those accesses typically constructed between the existing curb line and the removal limits of the driveway and shall consist of a 6-inch thick reinforced concrete slab with 4-inch thick base aggregate. Reinforcement shall be per the standard drawing. Steel reinforcement shall be held at 2" above the bottom of the new concrete with mortar blocks, or other devices approved by the Engineer. Fiber reinforced concrete may not be used in lieu of steel reinforcement.

Excavated areas within the roadway shall be backfilled with ¾" minus crushed aggregate conforming to City of Moscow Standard ES-7 Crushed Rock Base 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.

Measurement and Payment:

Measurement and payment for Reinforced Driveway Approach shall be by the square yard as measured in the field. Payment shall include all costs incurred to construct the item including labor, equipment and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-8. REINFORCED DRIVEWAY APPROACH S.Y.

SP-9. CONCRETE SIDEWALK

This work shall consist of, but not limited to, the installation of concrete sidewalk. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-11, ES-12, ES-14, and the Standard Drawings.

The Contractor shall patch, repair, and/or replace all existing work immediately adjacent to the newly constructed sidewalk, such that adjacent area is left in its original state.

Underground electric pull boxes immediately adjacent to newly constructed sidewalk shall be adjusted to grade established during asphalt patch back.

Excavation and disposal of material necessary to accommodate the placement of 6 inches of new compacted base rock beneath the sidewalk is considered incidental to the removal items.

Backfill of lawn areas adjacent to new sidewalks shall be topsoil as specified in these specifications, and shall be hand raked to conform to the adjacent properties. Topsoil backfill and labor shall be considered incidental to this item.

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

Measurement and Payment:

CONCRETE SIDEWALK shall be paid per square yard. Payment shall be as shown on the Contractor's Proposal and shall include base rock, excavation, topsoil, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-9. CONCRETE SIDEWALK..... S.Y.

SP-10. 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-10. CONCRETE PEDESTRIAN CURB RAMP..... S.Y.

SP-11. 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-11. CAST IRON TRUNCATED DOMESS.F.

SP-12. HOT MIX ASPHALT PATCHING

This work shall consist of installation and 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 one half

(1/2) inch Superpave HMA pavement surface course as specified in ES-15. Each lift shall not exceed three (3) inches of compacted depth.

Do not apply asphalt if the roadway surface or weather conditions can prevent proper construction. Apply an asphalt tack coat to existing asphalt surfaces and to the surface of each course constructed, except the final course. Apply tack coat to transverse and longitudinal joints and the contact surfaces of curbing, gutters, manholes or other structures. All objects adjacent to the areas to be tacked, including curbs, shall be adequately protected from over spray from the distributor. The Contractor shall satisfactorily repair any discolored surfaces.

Measurement and Payment:

Measurement for HOT MIX ASPHALT PATCHING shall be by the ton, as determined by weigh slips, and complete with all necessary compaction. The Contractor will be responsible for furnishing weigh slips to the Engineer upon delivery to the project. Payment shall include all costs incurred to construct this item including labor, materials, equipment, and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-12. HOT MIX ASPHALT PATCHING.....TON

SP-13. SUBGRADE SEPARATION GEOTEXTILE

This work shall consist of furnishing and installing geotextile in accordance ES-6, these specifications, and in reasonable conformity to the details shown on the plans or as directed by the Engineer.

During periods of shipment and storage, the geotextile shall be placed in a dry place off the ground and protected from damage and shall be maintained in an opaque, heavy-duty protective covering.

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

The area to be covered shall be graded to a smooth uniform condition free of obstacles, depressions, and debris. The geotextile shall be spread immediately ahead of the covering operation. The geotextile shall not be dragged on the ground or mishandled in any way. The geotextile shall be placed loosely and without wrinkles so that placement of the overlying material will not tear the geotextile. The geotextile shall be lapped or sewn, as specified, at the ends and sides of adjoining sheets. The cover material shall be placed on the geotextile in such a manner that a minimum of six (6) inches of material will be between the vehicle of equipment tires or tracks and the geotextile at all times.

Where geotextiles will be placed over soft ground, construction vehicles shall be limited in size and weight such that rutting in the initial lift above the geotextile is not greater than three inches deep, to prevent overstressing the geotextile. Turning of vehicles on the first lift above the geotextile will not be permitted. End-dumping the cover material directly on the geotextile will

not be permitted. Compaction of the first lift above the geotextile over soft ground shall be limited to routing of placing and spreading equipment only. No sheep foot type equipment will be allowed on the first lift. Subsequent lifts will be closely observed during compaction. If any foundation failures occur during compaction operations, lightweight compaction equipment shall be used. Pegs, pins or the manufacturer's recommended method shall be used as needed to hold the geotextile in place until the specified cover material is placed. Under no circumstances shall cover material be dropped on unprotected geotextile from a height greater than three feet above the surface of the geotextile.

The geotextile shall be covered with the specified cover material as soon as possible. Geotextiles which have not been ultraviolet stabilized shall not remain uncovered for longer than seven days. Ultraviolet stabilized material shall not remain exposed for longer than thirty (30) days.

Should the geotextile be torn or punctured or the overlaps or joints disturbed, as evidenced by visible geotextile damage, subgrade pumping, intrusion, or roadbed distortion, the backfill around the damaged or displaced area shall be removed and the damaged geotextile repaired or replaced by the Contractor at no cost to the Owner. The repair shall consist of a patch of the same type geotextile placed over the ruptured area. The patch shall overlap the existing fabric a minimum of eighteen (18) inches from the edge of the rupture.

Measurement and Payment:

SUBGRADE SEPARATION GEOTEXTILE will be measured to the nearest square yard of surface area actually covered. No separate measurement will be made for construction of laps, seams, joints or patches, unless the Engineer orders more than the specified lap, in which case the added lap width will be measured. Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-13. SUBGRADE SEPARATION GEOTEXTILE S.Y.

SP-14. 3/4" (-) CRUSHED ROCK BASE

This work shall consist of, but not limited to, the installation of crushed aggregate base not included under SP-7, SP – 8, and SP – 9 in these specifications. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-7, and the Standard Drawings.

Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. The base shall be placed and compacted in eight (8) inch maximum lifts. Compaction will be accomplished with approved rolling equipment and shall meet 95% of standard density as determined by AASHTO T-99.

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

Measurement and Payment:

Measurement and payment for 3/4" (-) CRUSHED ROCK BASE shall be by the ton, as determined by weigh slips, at the thickness described above and as shown on the project plans. The Contractor shall be responsible for furnishing weigh slips to the Engineer upon delivery to the project. The unit price, per ton, shall include all materials, labor, equipment and incidentals necessary to furnishing, placing and compacting:

SP-14. 3/4" (-) CRUSHED ROCK BASE TON

SP-15. ADJUST UTILITIES

This work shall consist of, but not limited to, the adjustment of water valves, monuments and manholes to grade, as established by the Engineer. Utilities shall be adjusted in accordance with the Project Plans, Engineering Specification ES-17, and the Standard Drawings prior to paving.

Utilities in the White Avenue project will only be adjusted if determined necessary by the Engineer or their representative.

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 valves or water mains, due to the contractor's operation, shall be repaired at the contractor's expense. Valve box risers shall not be used to adjust valve boxes, rather valve boxes shall be adjusted vertically and/or replaced. The City shall provide replacement boxes as required.

Where available, CRETEX Pro-Ring or equivalent traffic rated, expanded polypropylene (EPP) adjustment rings and Cretex M-1 adhesive shall be used to perform adjustments.

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

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

Measurement and Payment

Adjust Utilities will be measured per each unit adjusted. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-15. ADJUST UTILITIES..... EACH

SP-16. PAVEMENT OVERLAY GEOTEXTILE

This item shall consist of furnishing and installing pavement overlay geotextile as shown on the Contract Plans.

Materials

Materials shall meet the requirements of the most current version of the Idaho Transportation Department Standard Specifications for Highway Construction.

1. Pavement Overlay Geotextile shall selected from the Idaho Transportation Department Qualified Products List or as approved by the Engineer. The geotextile shall meet the requirements of Section 718 of the most current version of the Idaho Transportation Department Standard Specifications For Highway Construction and as follows:

Table 718.08-1 - Overlay Geotextile Criteria

Geotextile Property	Test Method	Minimum Average Roll Values (in weaker principal direction)
Grab Tensile Strength, lb	ASTM D 4632	80
Grab Tensile Elongation, (%)	ASTM D 4632	50
Trapezoidal Tear Strength, lb	ASTM D 4533	40
Asphalt Retention, gal/yd ²	ASTM D 6140	0.20

Construction Requirements

1. Weather Limitations. Do not place sealant and geotextile when the roadway surface or weather conditions would prevent proper construction. Do not place paving grade asphalt sealant until the minimum air temperature is at least 50 °F.
2. Initial Surface Preparation. Patch and clean the existing surface and ensure it is without irregularities to provide a reasonably smooth and uniform surface to receive the treatment. Remove and replace unstable corrugated areas with suitable patching materials. Clean the edges of existing pavement that are to be adjacent to new pavement to permit adhesion.

Broom the surface prior to applying the asphalt sealant. Provide brooms that are in good condition and capable of sweeping a path at least 70 inches wide without loosening or displacing embedded materials. Sweep the surface as directed by the Engineer.

Lightly spray the surface of the roadway to be swept with enough water to prevent dust from becoming airborne where the brooming operations could create dust to the extent that it would violate air pollution regulations or create a safety hazard.

Do not broom from the surface onto maintained shoulder-foreslope areas where the adjacent property owner cares for the area and maintains turf or landscape.

Crack filling, as necessary, will be performed by the City Public Works Department prior to placing pavement overlay geotextile. **The contractor shall contact Streets Supervisor, Ryan DeBaun (208) 883-7097 to coordinate the timing of the crack filling operation.** Allow the crack filling material to cure in accordance with the manufacturers' recommendation before placing the geotextile. Place any necessary leveling courses before placing the geotextile.

3. Asphalt Sealant Application. Provide asphalt sealant that is an uncut paving grade asphalt tack coat or as approved by the Engineer. Spread the sealant material using a pressure distributor. Uniformly spray-apply the asphalt sealant to the prepared dry pavement surface at the rate recommended by the geotextile manufacturer and as approved by the Engineer. Do not allow the distributor tank temperature to exceed 320 °F for paving grade asphalt cements.

Spray the asphalt sealant six (6) inches wider than the paving geotextile. Apply the sealant only as far in front of the geotextile installation as is appropriate to ensure a tacky surface at the time of geotextile placement. Place the geotextile on the sealant while it is hot. Do not allow traffic on the sealant.

4. Geotextile Placement. Protect the geotextile from moisture at all times. Place the geotextile using mechanical or manual laydown equipment capable of providing a smooth installation with minimal wrinkling or folding. Slit wrinkles or folds larger than 1 in and lay flat. Shingle-lap transverse joints and slit folds or wrinkles in the direction of the paving operation. Provide overlap sufficient to ensure closure but no more than six (6) inches. Use brooms or pneumatic rollers to maximize geotextile contact with the pavement surface. Apply additional hand-placed sealant material at laps if required. Limit traffic allowed on the placed geotextile to necessary construction equipment and emergency vehicles, unless otherwise Engineer directed. Avoid abrupt starts and stops. Remove and replace damaged geotextile with the same type of geotextile, and shingle lap the overlaps in the direction of paving at no cost to the City.

5. Overlay Placement. Ensure overlay placement closely follows geotextile placement. Do not allow windrow asphalt on the geotextile ahead of the paving machine. Avoid abrupt starts or stops and keep turnings of paver and other equipment to minimum to avoid damages to geotextile.

Measurement and Payment

Measurement for pavement overlay geotextile shall be by the square yard of acceptably completed work for surface area covered. No separate measurement will be made for construction of laps, seams, joints or patches, unless the Engineer orders more than the specified lap, in which case the added lap width will be measured. Payment for this item 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-16. PAVEMENT OVERLAY GEOTEXTILE S.Y.

SP-17. 1/2" SUPERPAVE HMA PAVEMENT

This item shall include furnishing the materials, labor, equipment, and incidentals necessary to repave previously cold milled areas with 1/2" SUPERPAVE HMA PAVEMENT as shown in the Contract Plans and in accordance with City of Moscow Standard Specification ES-15 SUPERPAVE HOT MIX ASPHALT and these Specifications. This work shall take place after the milling of existing asphalt and the pavement overlay geotextile has been placed and approved by the Engineer. This item shall consist of HMA pre-level if determined necessary by the Engineer and a 2-inch lift of 1/2" SUPERPAVE HMA PAVEMENT as specified in the City of Moscow Standard Specification ES-15 SUPERPAVE HOT MIX ASPHALT and shown on the plans.

Alternatively, this item shall include furnishing the materials, labor, equipment, and incidentals necessary to pave newly constructed crushed aggregate base for an ADA compliant shared use path with 1/2" SUPERPAVE HMA PAVEMENT as shown in the Contract Plans and in accordance with City of Moscow Standard Specification ES-15 SUPERPAVE HOT MIX ASPHALT and these Specifications. This work shall take place after the construction of concrete curb & gutter and is approved by the Engineer. This item shall consist of the placement of 2.5-inch section depth of 1/2" SUPERPAVE HMA PAVEMENT as specified in the City of Moscow Standard Specification ES-15 SUPERPAVE HOT MIX ASPHALT and shown on the plans.

A tack coat shall be applied at all edges where the new asphalt surface joins the existing pavement and/or curb according to City of Moscow Standard Specification ES-15 SUPERPAVE HOT MIX ASPHALT. Tack coat shall not be applied when surface or weather conditions would prevent proper adhesion. 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 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 do the work for:

SP-17. 1/2" SUPERPAVE HMA PAVEMENTTONS

SP-18. IMPORTED TOPSOIL

This work shall consist of placing and compacting topsoil backfill in all excavated lawn areas bordering constructed curb, sidewalk, vehicular approaches, driveways, and segmental block walls. All work shall conform to City of Moscow Engineering Specification ES-27.

Measurement and Payment:

Measurement and payment for IMPORTED TOPSOIL shall be by the cubic yard. 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-18. IMPORTED TOPSOIL.....C.Y.

SP-19. BARK MULCH

This work shall consist of placing bark or wood chip mulch in all excavated or constructed landscaped areas as shown in the contract plans at least three (3) inches in depth.

Mulch shall be consistent in composition, medium to dark brown color, and free of metal, foreign debris, weeds, insects, or any other extraneous materials. Mulch shall contain shredded bark and shredded wood mixture, shall be produced by a mechanical debarker and chipping machine, free from leaves, twigs, dust, toxic substances, and any other foreign material. Bark or wood chip mulch shall not be excessively wet or decomposed condition. Pine Bark shall be obtained from disease-free wood, 100 percent of which is 5 in² (5625 mm²) or less in area, and 50 percent is more than 1 in² (625 mm²) in area. Pine bark mulch shall contain no noxious weed seeds, soil, sawdust or any substance toxic to plant growth, and be at least two years old. Hardwood mulch shall be derived from disease-free deciduous trees, have a particle size of less than 1 in (25 mm) diameter and less than 3 in (75 mm) in length. Hardwood mulch shall complete two composting cycles of 140 o F (60 oC) so that all viable weed seeds are destroyed and no further decomposition due to nitrification will occur and shall be free from toxic levels of acidity and alkalinity.

All work shall conform to City of Moscow Engineering Specification ES-27.

Measurement and Payment:

Measurement and payment for BARK MULCH shall be by the square yard. 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-19. BARK MULCH..... S.Y.

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. Initiation of the traffic control plan will require five (5) days prior notification of the City.

Traffic Control Plan(s) must be approved by the Engineer prior to the commencement of any work. The Contractor can choose to adopt the Traffic Control Plans provided in the Plans or can supply their own Traffic Control Plans prepared by a Traffic Control Supervisor.

Approval of construction signing and flagging assignment must be made in the field by the Engineer prior to any paving operations.

A sufficient number of barricades and flashers shall be provided to warn of disturbed areas through the work zone. Signing plans must be prepared and approved for general access of local traffic during the evening as well. Local access points provided for and identified in the traffic control plans, furnished by the Contractor, must transition safely into the construction area and must be maintained by the Contractor. Appropriate advance warning must be provided on all approaches to the construction. Signing must be done in accordance with the latest edition of the MUTCD. When flagging is to be used, an adequate number of certified flaggers must be provided for each movement of traffic. The contractor shall have flagging vests and stop paddles on the job for use in flagging operations. The contractor must be prepared to provide unexpected signing if construction operations dictate the need. The contractor must also provide an individual to function as a contact for Traffic Control Maintenance in evenings and weekends.

If at any time, required traffic control is not in place as shown in the traffic control plan(s), the City may immediately stop all work until adequate traffic control is in place.

The Contractor will be required to provide ingress and egress to driveways and side streets at all times, except for short-term closures needed to perform the Work. Construction shall be scheduled such that parking areas and business entrances are accessible for all effected commercial enterprises.

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

Traffic control devices shall be continuously maintained by the Contractor until the concrete has sufficiently cured and adjacent topsoil has been replaced to allow the safe return to normal use of the facility by the public.

Measurement and Payment:

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

SP-20. TRAFFIC CONTROL.....L.S.

SP-21. FORCE ACCOUNT

Perform work on a force account basis, if required by the contract or as directed. Record force account work on City-provided forms and submit at the end of each work day to allow immediate field verification. The Engineer will revise, as appropriate, the daily force account records and provide duplicate report sheets to the Contractor for signature. Duplicate report sheets, signed by the Engineer and the Contractor, are the true record of force account work.

Satisfactory Evidence/Documentation.

The Engineer will not approve force account work payment before the Contractor submits an itemized cost statement for that work. The Engineer will review the itemized statement and approve payment for the cost the Engineer deems reasonable based on experience and prevailing market rates. The Engineer may request the Contractor to submit additional evidence to support the cost. Submit the following information in itemized statements for force account work:

1. For labor: name, classification, dates worked, daily hours, total hours, labor rate, and extended amount for each laborer and foreman.
2. For equipment: designation, dates used, daily hours, total hours of actual operation and standby, rental rate, and extended amount for each equipment unit. Include the manufacturer's name or trademark, model number, and manufacture year with the designation.
3. For material: quantities, cost, and extensions, including source recover fees, royalties, and use tax.
4. Transportation cost for material, free on board (FOB), to the project site.
5. Documentation showing payment for invoiced items, including work, material, and transportation.

If providing material from the Contractor's stock for force account work, submit a signed verification of the following:

1. Material was provided from the Contractor's stock.
2. Material quantity was used for the force account work.
3. Material and transportation costs represent the Contractor's actual cost, excluding overhead.

Measurement and Payment:

The City will pay for FORCE ACCOUNT work based on the reviewed and approved Contractor itemized cost statement. This payment is full payment for performing the force account work.

Labor:

The City will pay for laborer and foremen performing approved force account work.

The City will pay the wage rate or scale approved in writing before beginning work.

The City will pay an amount equal to 120 percent of the sum of the direct labor cost. This payment is broken down into field office overhead (5 percent), home office overhead (10 percent), and profit (5 percent) totaling the additional 20 percent above direct labor cost. The City will not pay for costs deemed unreasonable.

Material:

For materials approved and used in the work, the City will pay for material costs, including transportation costs, source recovery fees, royalties, and use or sales tax.

The City will pay the Contractor an additional 15 percent of this sum as pay for field office overhead, home office overhead, and profit.

Equipment.

The City will pay the Contractor for machinery or special equipment (other than small tools) on force account work as specified in this subsection. Obtain written approval of the rental rates established in this subsection before beginning the force account work.

The City will pay the Contractor an additional 10 percent of the hourly operated rate, calculated above, as pay for field office overhead, home office overhead, and profit.

APPENDIX I

PROJECT DRAWINGS

INDEX TO SHEETS			
SHEET No.	DESCRIPTION	SHEET No.	QSAVE
1	TITLE	10	INSTALL 4
2	REMOVALS 1	11	INSTALL 5
3	REMOVALS 2	12	TRAFFIC CONTROL I
4	REMOVALS 3	13	TRAFFIC CONTROL II
5	REMOVALS 4	14	DETAILS I
6	REMOVALS 5	16	DETAILS II
7	INSTALL 1	15	STANDARD DRAWING 7
8	INSTALL 2	17	STANDARD DRAWING 8
9	INSTALL 3	18	STANDARD DRAWING 9

CITY OF MOSCOW

WHITE AVENUE PAVEMENT

RESTORATION PROJECT- 2025

PROJECT NO. 106-021

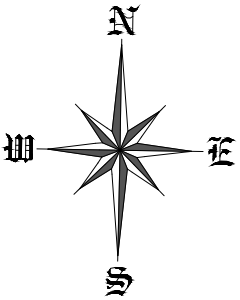
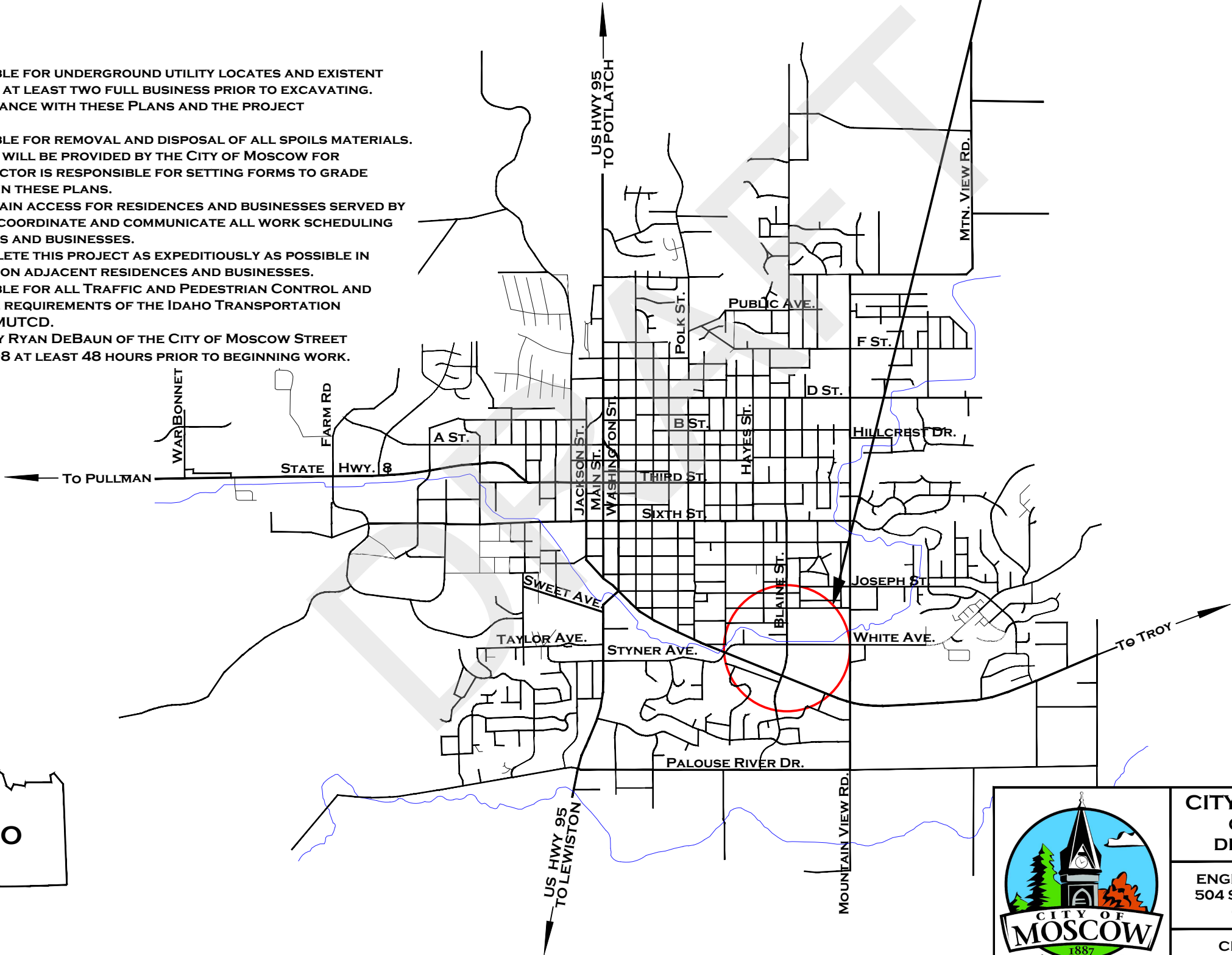
PROJECT

LOCATION

LEGEND	
FIBER OPTIC	
COMMUNICATION	
GAS	
POWER	
STORM SEWER	
SANITARY SEWER	
WATER	
SILT FENCE	
CURB & GUTTER	
TYPE A CURB	
SIGN	
LIGHT POLE	
POWER POLE	
SANITARY MANHOLE	
STORM MANHOLE	
WATER VALVE	
CATCH BASIN	
FIRE HYDRANT	
TOPSOIL	
TRUNCATED DOMES	
PLANT MIX PATCHING	
CONCRETE PAVING	
PEDESTRIAN RAMP	
REINFORCED APPROACH	
RAMP SECTION	
LANDING SECTION	

GENERAL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR UNDERGROUND UTILITY LOCATES AND EXISTENT DEPTH VERIFICATION. CALL 811 AT LEAST TWO FULL BUSINESS PRIOR TO EXCAVATING.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS AND THE PROJECT SPECIFICATIONS.
3. THE CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL SPOILS MATERIALS.
4. INITIAL CONSTRUCTION STAKING WILL BE PROVIDED BY THE CITY OF MOSCOW FOR HORIZONTAL CONTROL. CONTRACTOR IS RESPONSIBLE FOR SETTING FORMS TO GRADE USING THE ELEVATIONS SHOWN IN THESE PLANS.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR RESIDENCES AND BUSINESSES SERVED BY AFFECTED STREETS AND SHALL COORDINATE AND COMMUNICATE ALL WORK SCHEDULING WITH THE AFFECTED RESIDENCES AND BUSINESSES.
6. THE CONTRACTOR SHALL COMPLETE THIS PROJECT AS EXPEDITIOUSLY AS POSSIBLE IN ORDER TO MINIMIZE THE IMPACT ON ADJACENT RESIDENCES AND BUSINESSES.
7. THE CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC AND PEDESTRIAN CONTROL AND SHALL COMPLY WITH ALL OF THE REQUIREMENTS OF THE IDAHO TRANSPORTATION DEPARTMENT PERMIT AND THE MUTCD.
8. THE CONTRACTOR SHALL NOTIFY RYAN DeBAUN OF THE CITY OF MOSCOW STREET DEPARTMENT AT (208) 883-7108 AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.



CITY OF MOSCOW COMMUNITY DEVELOPMENT
ENGINEERING DIVISION 504 S. WASHINGTON ST. (208) 883-7034
CITY ENGINEER SCOTT BONTRAGER

Original Signed By:

Brian Scott Bontrager

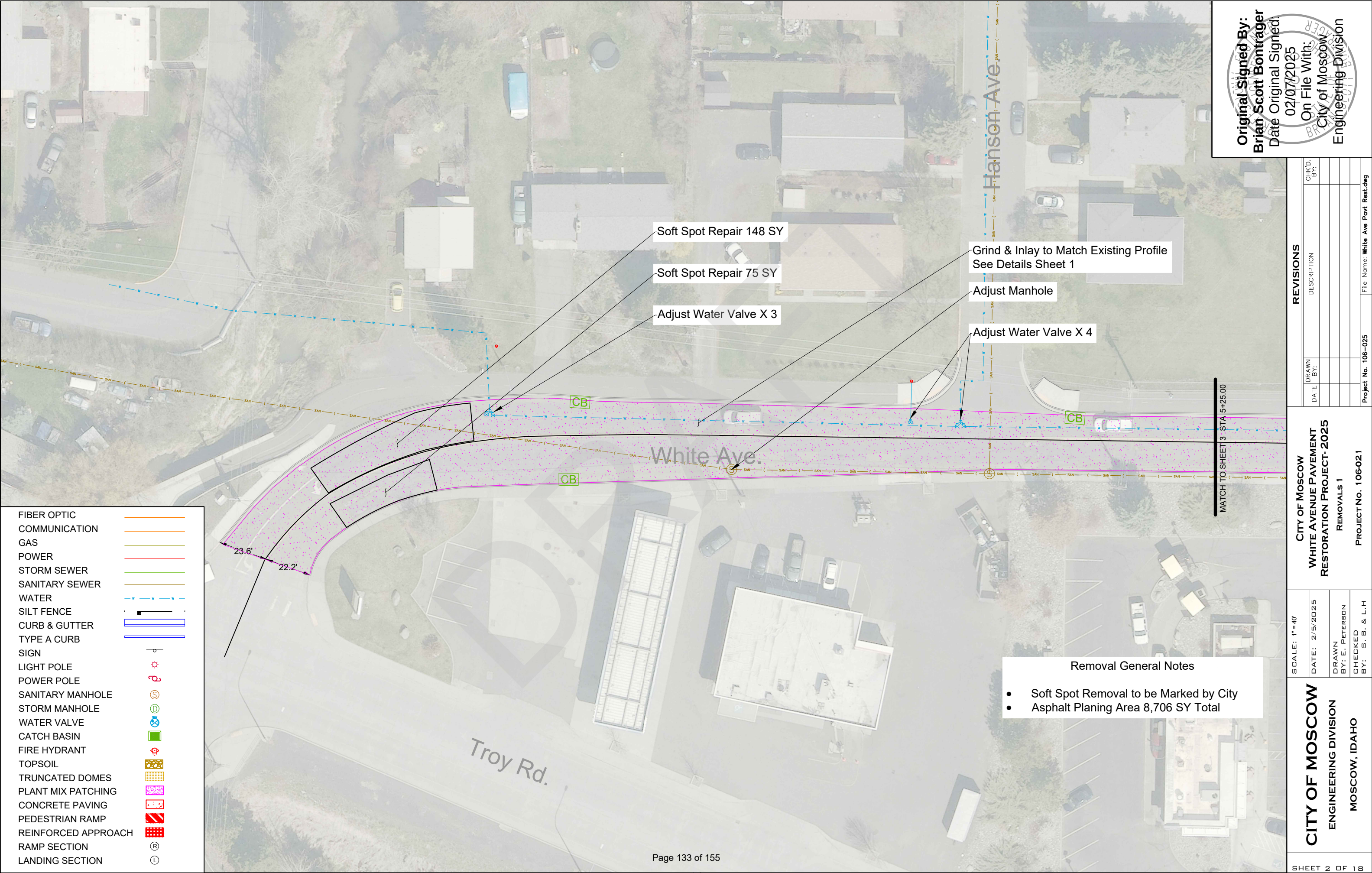
Date Original Signed:

02/07/2025

On File With:

City of Moscow

Engineering Division



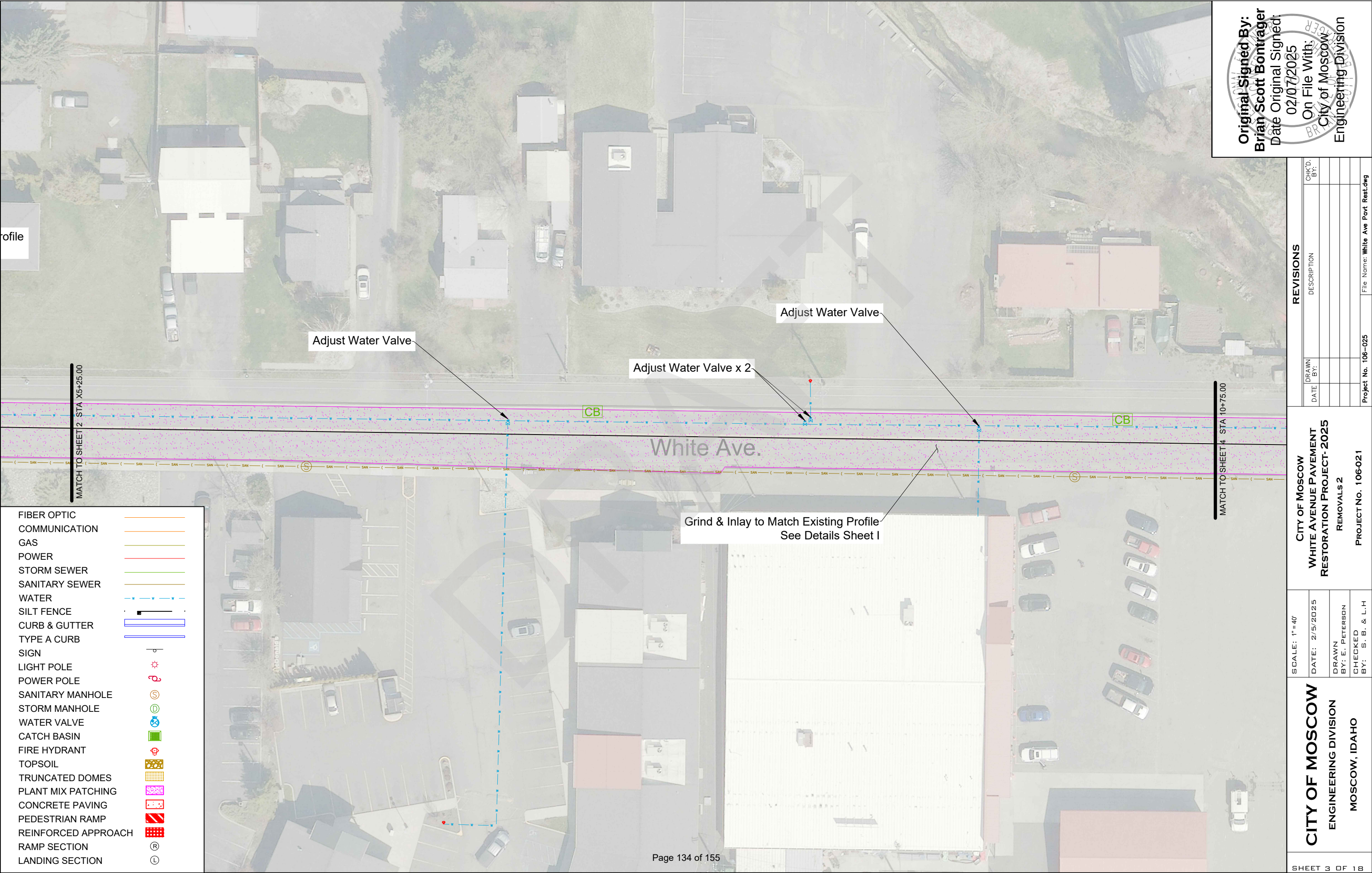
Original Signed By:
Brian Scott Bontrager
Date Original Signed:
02/07/2025
On File With:
City of Moscow
Engineering Division

REVISIONS		
DATE	DRAWN BY:	DESCRIPTION
Project No. 106-025		File Name: White Ave Pavt Rest.dwg

CITY OF MOSCOW
WHITE AVENUE PAVEMENT
RESTORATION PROJECT- 2025
REMOVALS 1
PROJECT NO. 106-021

SCALE: 1"=40'
DATE: 2/5/2025
DRAWN BY: E. PETERSON
CHECKED BY: S. B. & L. H

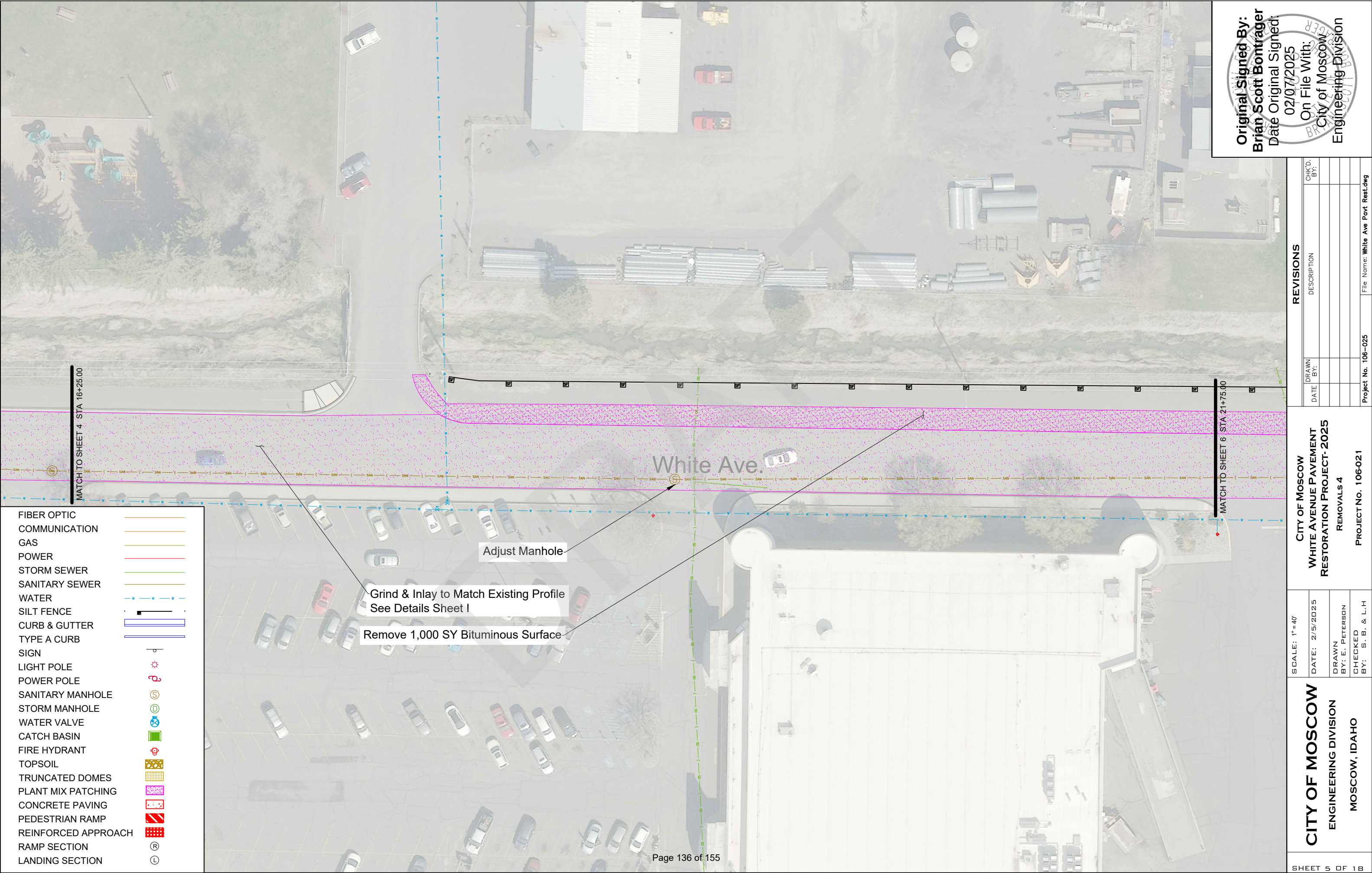
CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO
SHEET 2 OF 18



FIBER OPTIC	
COMMUNICATION	
GAS	
POWER	
STORM SEWER	
SANITARY SEWER	
WATER	
SILT FENCE	
CURB & GUTTER	
TYPE A CURB	
SIGN	
LIGHT POLE	
POWER POLE	
SANITARY MANHOLE	
STORM MANHOLE	
WATER VALVE	
CATCH BASIN	
FIRE HYDRANT	
TOPSOIL	
TRUNCATED DOMES	
PLANT MIX PATCHING	
CONCRETE PAVING	
PEDESTRIAN RAMP	
REINFORCED APPROACH	
RAMP SECTION	
LANDING SECTION	

Original Signed By:
Brian Scott Bontrager
Date Original Signed:
02/07/2025
On File With:
City of Moscow
Engineering Division

CITY OF MOSCOW ENGINEERING DIVISION MOSCOW, IDAHO		SCALE: 1"=40'		CITY OF MOSCOW WHITE AVENUE PAVEMENT RESTORATION PROJECT- 2025 REMOVALS 2 PROJECT No. 106-021		REVISIONS			
		DATE: 2/5/2025				DATE		DRAWN BY:	CHK'D. BY:
		DRAWN BY: E. PETERSON							
		CHECKED BY: S. B. & L. H							
						Project No. 106-025		File Name: White Ave Pav Rest.dwg	



Original Signed By:
Brian Scott Bontrager
Date Original Signed:
02/07/2025
On File With:
City of Moscow
Engineering Division

REVISIONS		
DATE	DRAWN BY:	DESCRIPTION
Project No. 106-025		File Name: White Ave Pav Rest.dwg

CITY OF MOSCOW
WHITE AVENUE PAVEMENT
RESTORATION PROJECT- 2025
REMOVALS 4
PROJECT NO. 106-021

SCALE: 1" = 40'
DATE: 2/5/2025
DRAWN BY: E. PETERSON
CHECKED BY: S. B. & L. H

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO
SHEET 5 OF 18

Original Signed By:
Warrian Scott Bontrager
Date Original Signed:
02/07/2025
On File With:
City of Moscow
Engineering Division

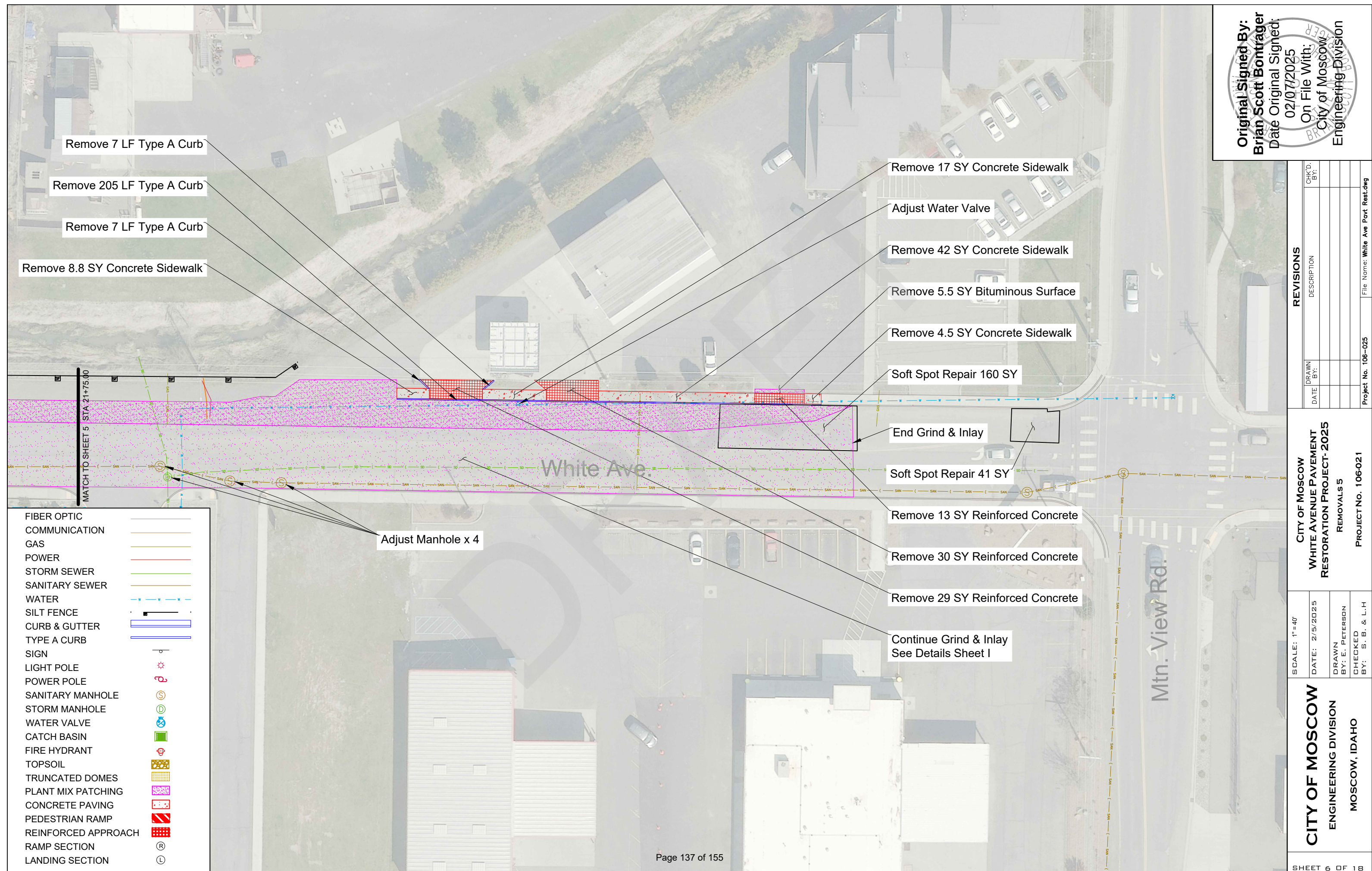
REVISIONS					
DATE	DRAWN BY:	DESCRIPTION	CHK'D BY:		
Project No. 106-025			File Name: White Ave Part Rest.dwg		

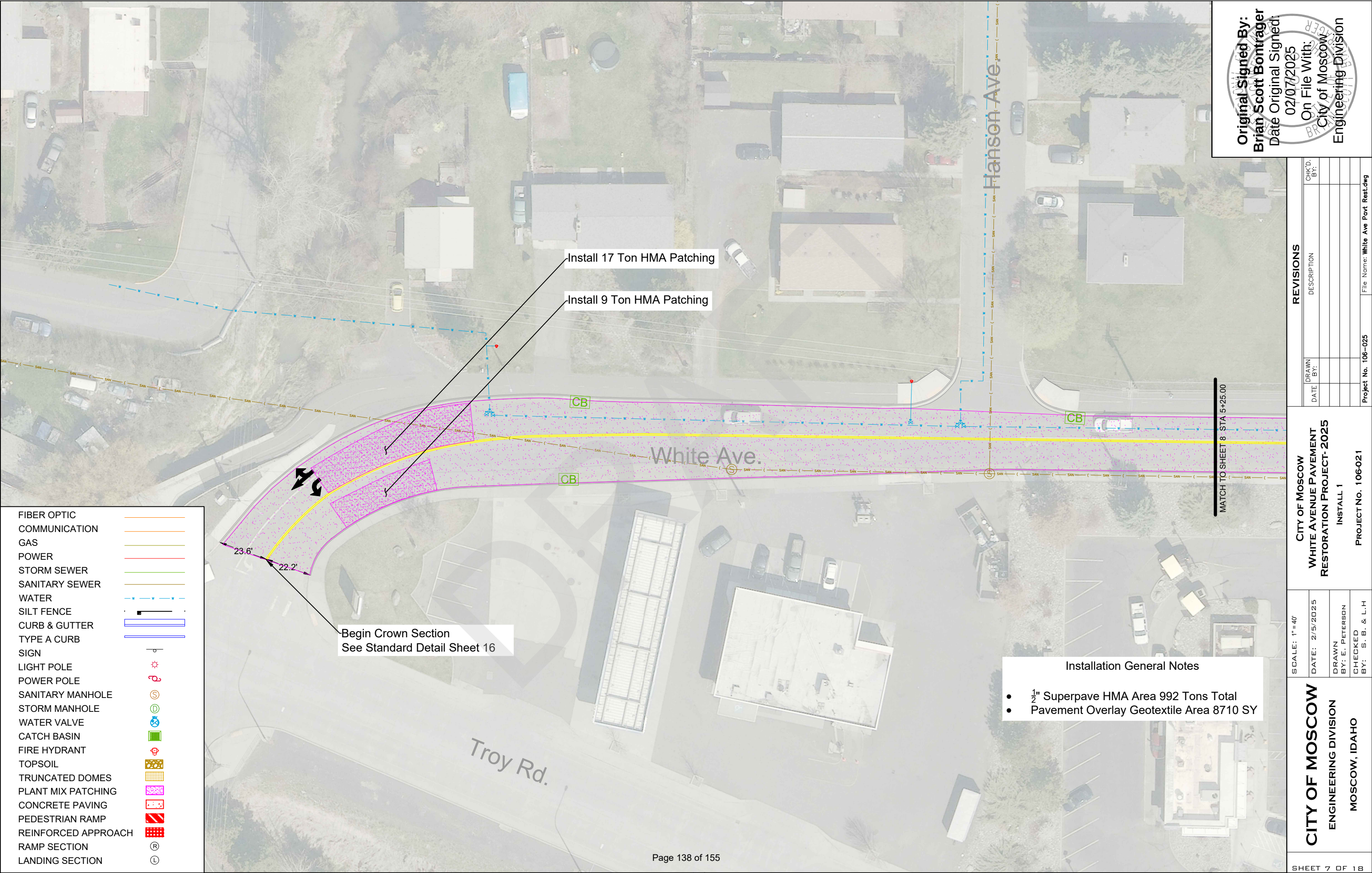
**CITY OF MOSCOW
WHITE AVENUE PAVEMENT
RESTORATION PROJECT- 2025
REMOVALS 5
PROJECT No. 106-021**

SCALE: 1" = 40'
DATE: 2/5/2025
DRAWN BY: E. PETERSON
CHECKED BY: S. B. & L.H

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SHEET 6 OF 18





FIBER OPTIC	
COMMUNICATION	
GAS	
POWER	
STORM SEWER	
SANITARY SEWER	
WATER	
SILT FENCE	
CURB & GUTTER	
TYPE A CURB	
SIGN	
LIGHT POLE	
POWER POLE	
SANITARY MANHOLE	
STORM MANHOLE	
WATER VALVE	
CATCH BASIN	
FIRE HYDRANT	
TOPSOIL	
TRUNCATED DOMES	
PLANT MIX PATCHING	
CONCRETE PAVING	
PEDESTRIAN RAMP	
REINFORCED APPROACH	
RAMP SECTION	
LANDING SECTION	

- Installation General Notes
- 1/2" Superpave HMA Area 992 Tons Total
 - Pavement Overlay Geotextile Area 8710 SY

Original Signed By:
Brian Scott Bontrager
Date Original Signed:
02/07/2025
On File With:
City of Moscow
Engineering Division

REVISIONS			
DATE	DRAWN BY:	DESCRIPTION	CHK'D BY:
Project No. 106-025			File Name: White Ave Pav Rest.dwg

CITY OF MOSCOW	SCALE: 1" = 40'
WHITE AVENUE PAVEMENT RESTORATION PROJECT- 2025	DATE: 2/5/2025
INSTALL 1	DRAWN BY: E. PETERSON
PROJECT NO. 106-021	CHECKED BY: S. B. & L. H

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SHEET 7 OF 18



- FIBER OPTIC
- COMMUNICATION
- GAS
- POWER
- STORM SEWER
- SANITARY SEWER
- WATER
- SILT FENCE
- CURB & GUTTER
- TYPE A CURB
- SIGN
- LIGHT POLE
- POWER POLE
- SANITARY MANHOLE
- STORM MANHOLE
- WATER VALVE
- CATCH BASIN
- FIRE HYDRANT
- TOPSOIL
- TRUNCATED DOMES
- PLANT MIX PATCHING
- CONCRETE PAVING
- PEDESTRIAN RAMP
- REINFORCED APPROACH
- RAMP SECTION
- LANDING SECTION

Original Signed By:
Brian Scott Bontrager
Date Original Signed:
02/07/2025
On File With:
City of Moscow
Engineering Division

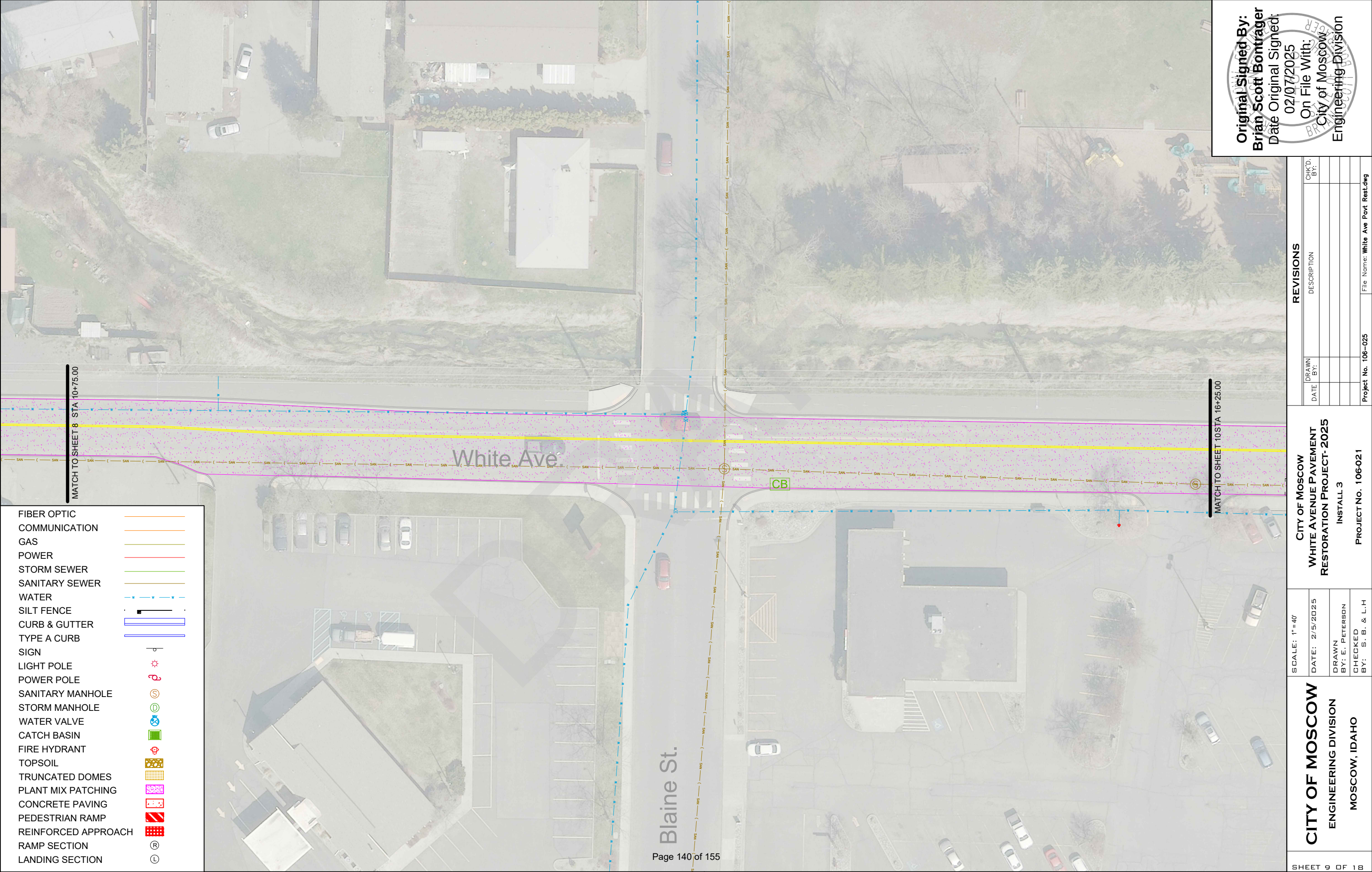
REVISIONS

DATE	DRAWN BY:	DESCRIPTION	CHK'D. BY:
Project No. 106-025			File Name: White Ave Pav Rest.dwg

CITY OF MOSCOW
WHITE AVENUE PAVEMENT
RESTORATION PROJECT- 2025
INSTALL 2
PROJECT NO. 106-021

SCALE: 1"=40'
DATE: 2/5/2025
DRAWN BY: E. PETERSON
CHECKED BY: S. B. & L.H

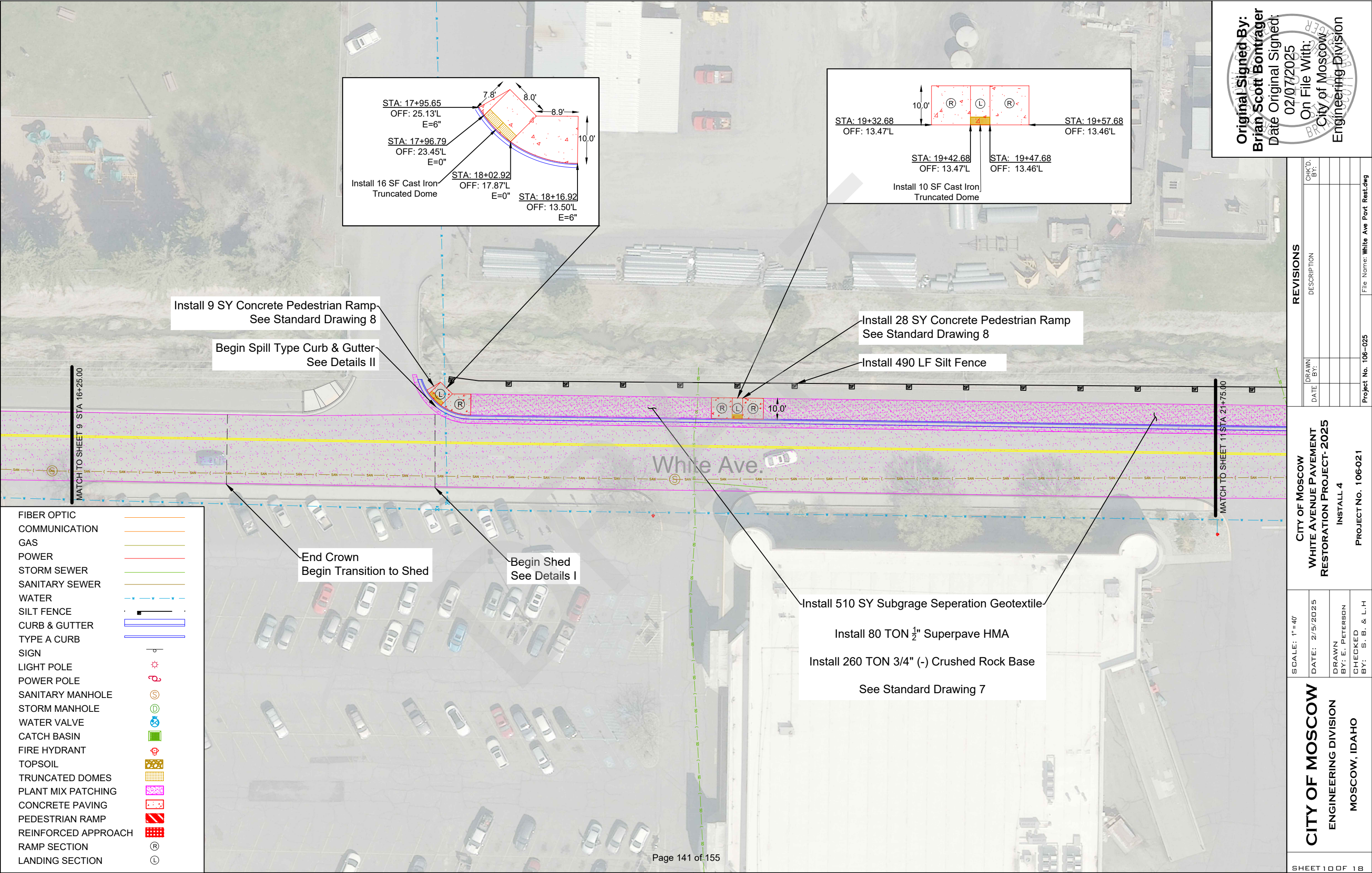
CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO



- FIBER OPTIC
- COMMUNICATION
- GAS
- POWER
- STORM SEWER
- SANITARY SEWER
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- CURB & GUTTER
- TYPE A CURB
- SIGN
- LIGHT POLE
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- FIRE HYDRANT
- TOPSOIL
- TRUNCATED DOMES
- PLANT MIX PATCHING
- CONCRETE PAVING
- PEDESTRIAN RAMP
- REINFORCED APPROACH
- RAMP SECTION
- LANDING SECTION

CITY OF MOSCOW ENGINEERING DIVISION MOSCOW, IDAHO	SCALE: 1"=40'		DATE: 2/5/2025		DRAWN BY: E. PETERSON		CHECKED BY: S. B. & L.H	
	PROJECT NO. 106-021		INSTALL 3		PROJECT NO. 106-021		FILE NAME: White Ave Pav Rest.dwg	
	CITY OF MOSCOW		WHITE AVENUE PAVEMENT		RESTORATION PROJECT-2025		REVISIONS	
	DATE		DRAWN BY		DESCRIPTION		CHK'D BY	

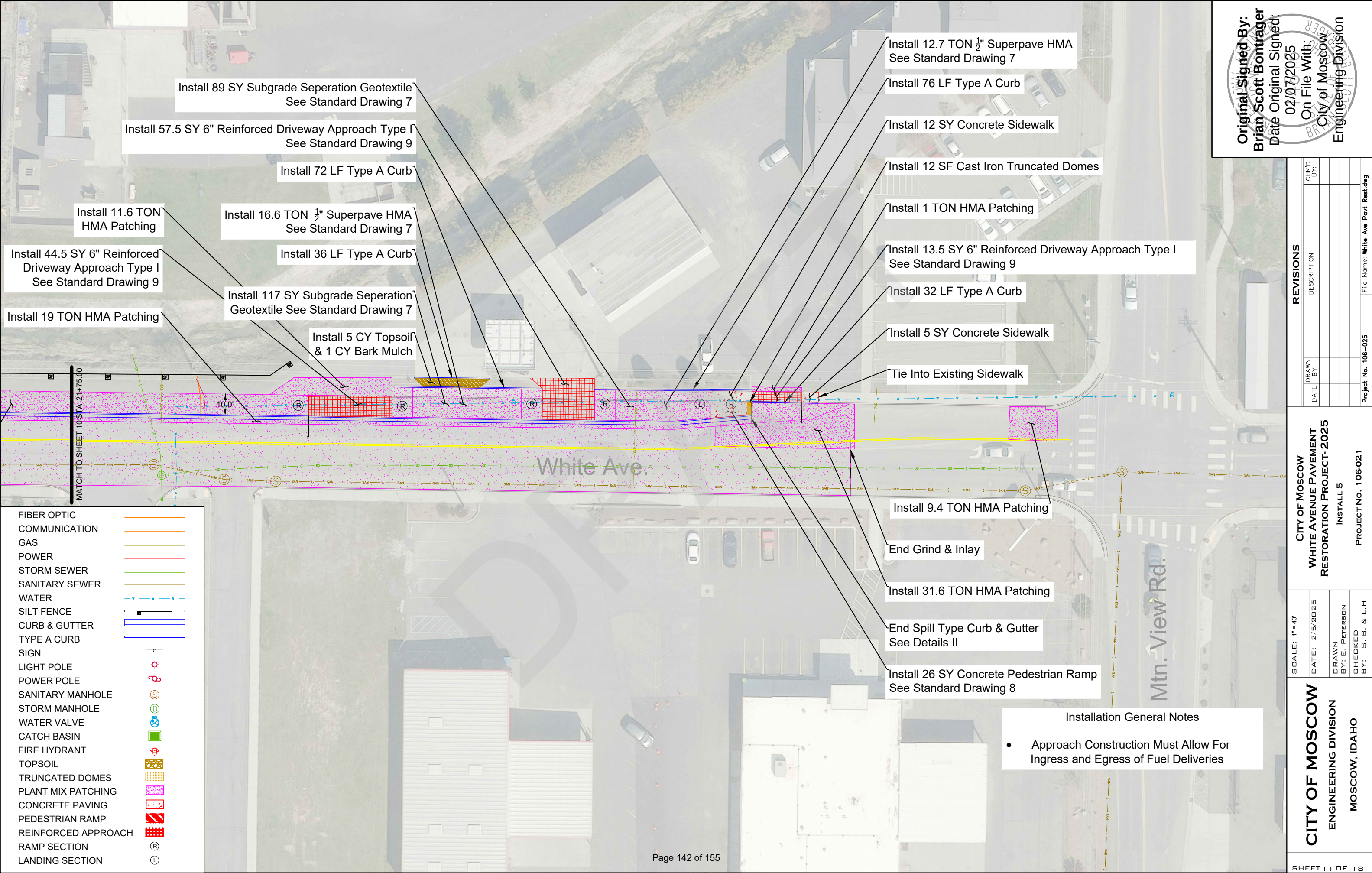
Original Signed By:
Brian Scott Bontrager
Date Original Signed:
02/07/2025
On File With:
City of Moscow
Engineering Division



- FIBER OPTIC
- COMMUNICATION
- GAS
- POWER
- STORM SEWER
- SANITARY SEWER
- WATER
- SILT FENCE
- CURB & GUTTER
- TYPE A CURB
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- LIGHT POLE
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- PEDESTRIAN RAMP
- REINFORCED APPROACH
- RAMP SECTION
- LANDING SECTION

Original Signed By:
Brian Scott Bontrager
Date Original Signed:
02/07/2025
On File With:
City of Moscow
Engineering Division

SHEET 10 OF 18		CITY OF MOSCOW ENGINEERING DIVISION MOSCOW, IDAHO		SCALE: 1"=40'		CITY OF MOSCOW WHITE AVENUE PAVEMENT RESTORATION PROJECT- 2025 INSTALL 4 PROJECT No. 106-021		REVISIONS			
				DATE: 2/5/2025				DATE	DRAWN BY:	DESCRIPTION	CHK'D. BY:
				DRAWN BY: E. PETERSON							
				CHECKED BY: S. B. & L. H							
								Project No. 106-025		File Name: White Ave Pav Rest.dwg	



Original Signed By:
Brian Scott Bontrage
Date Original Signed:
02/07/2025
On File With:
City of Moscow
Engineering Division

REVISIONS

DATE	DRAWN BY:	DESCRIPTION	CHK'D BY:

Project No. 106-025
File Name: White Ave Pavt Rest.dwg

CITY OF MOSCOW
WHITE AVENUE PAVEMENT RESTORATION PROJECT- 2025
TRAFFIC CONTROL I
PROJECT No. 106-021

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SCALE: NTS
DATE: 2/5/2025
DRAWN BY: E. PETERSON
CHECKED BY: S. B. & L. H

TRAFFIC CONTROL General Notes

- Traffic Control Must Allow For Ingress and Egress of Fuel Deliveries, employees, residents and customer use of affected businesses.

Page 143 of 155

REVISIONS			
DATE	DRAWN BY:	DESCRIPTION	CHECK'D BY:
Project No. 106-025		File Name: White Ave Pavt Rest.dwg	

CITY OF MOSCOW
WHITE AVENUE PAVEMENT
RESTORATION PROJECT- 2025
TRAFFIC CONTROL I
PROJECT No. 106-021

SCALE: NTS
DATE: 2/5/2025
DRAWN BY: E. PETERSON
CHECKED BY: S. B. & L. H

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

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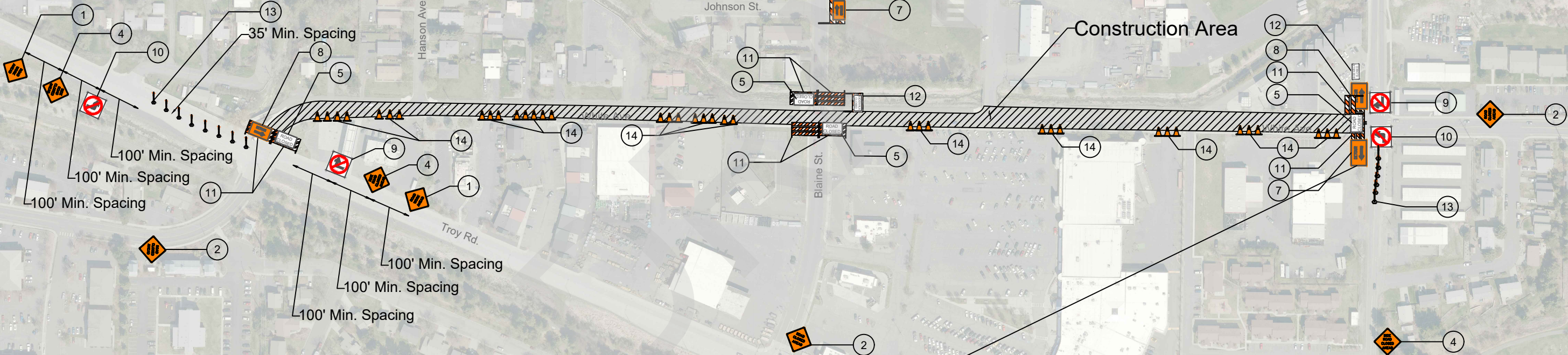
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12

13

14

15



WESTBOUND
WHITE AVE AT
MOUNTAIN VIEW DR.









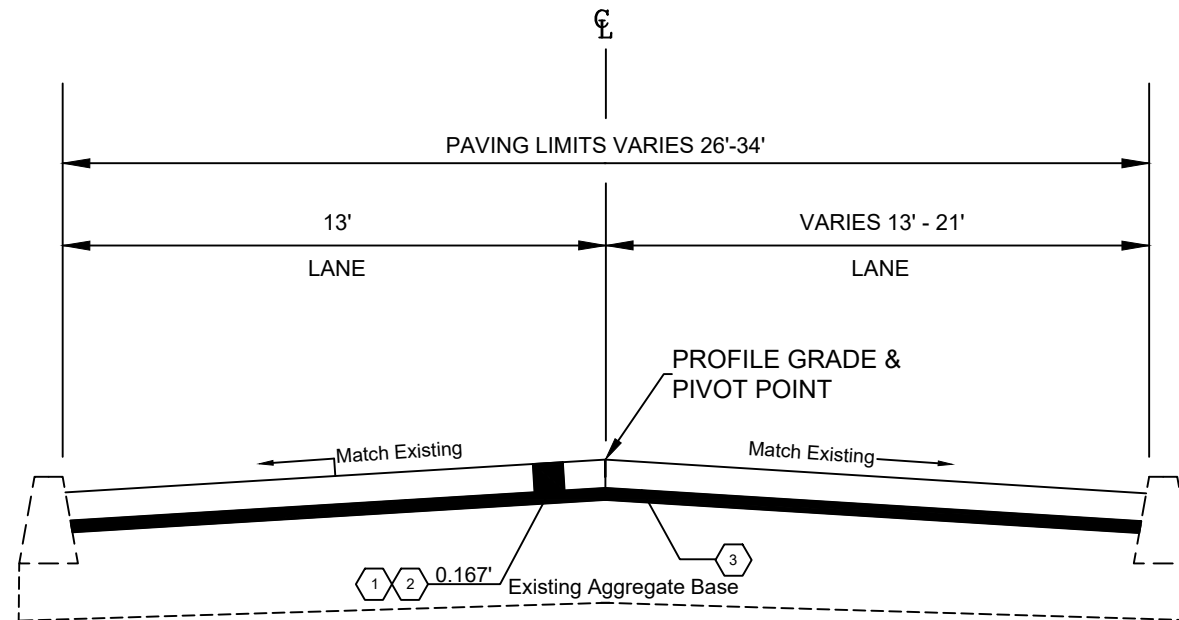
Traffic Control General Notes

- Traffic Control Must Allow For Ingress and Egress of Fuel Deliveries, employees, residents and customer use of affected businesses.

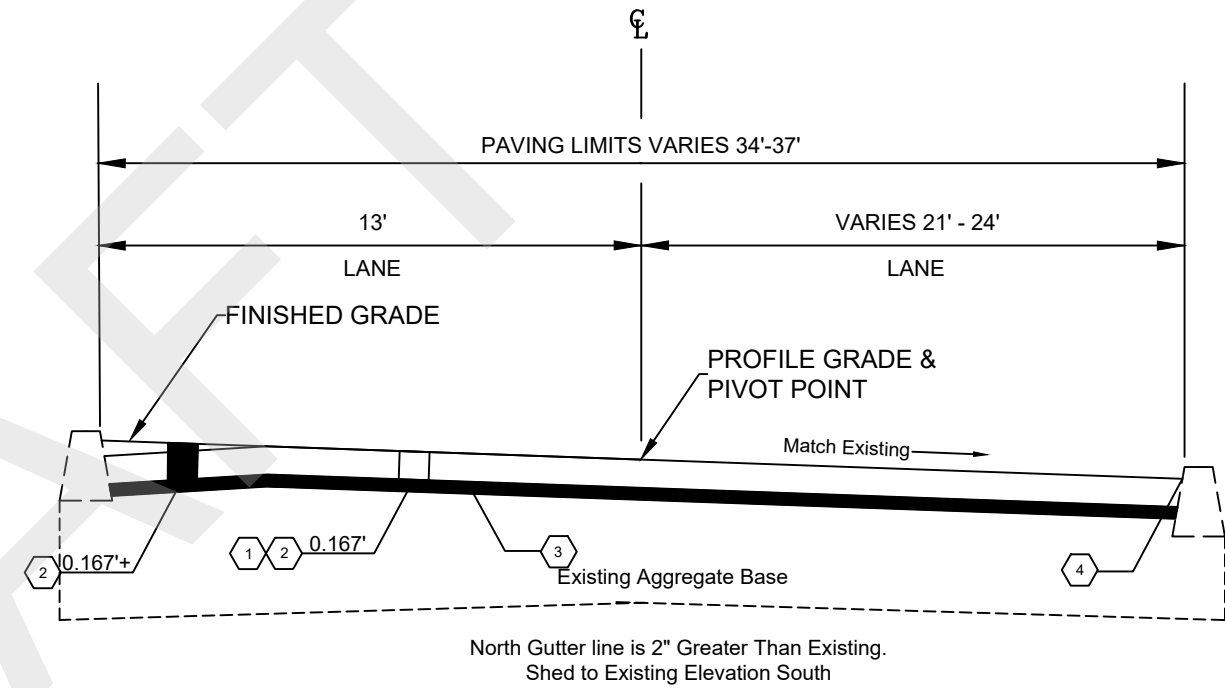
Original Signed By:
Brian Scott Bontrager
Date Original Signed:
02/07/2025
On File With:
City of Moscow
Engineering Division

REVISIONS		CITY OF MOSCOW WHITE AVENUE PAVEMENT RESTORATION PROJECT- 2025 TRAFFIC CONTROL II PROJECT NO. 106-021	
CHK'D. BY:	DESCRIPTION	SCALE: NTS	DATE: 2/5/2025
		DRAWN BY: E. PETERSON	
		CHECKED BY: S. B. & L. H	
		CITY OF MOSCOW ENGINEERING DIVISION MOSCOW, IDAHO	
		SHEET 13 OF 18	
		Project No. 106-025 File Name: White Ave Pav Rest.dwg	

WHITE AVE ROADWAY SECTION
Sta. 00+00 to 17+00 NORMAL CROWN
Sta. 17+00 to 18+00 TRANSITION TO SHED



WHITE AVE ROADWAY SECTION
Sta. 18+00 to 25+50 SHED



LEGEND

- 1 PLANING BITUMINOUS PAVEMENT - MATCH EXISTING GRADE
- 2 $\frac{1}{2}$ " SUPERPAVE HMA PAVEMENT
- 3 PAVEMENT OVERLAY GEOTEXTILE
- 4 TIE INTO EXSTING

GENERAL NOTES: ALL DEPTHS ARE COMPACTED DEPTHS

Original Signed By:
Brian Scott Bontrager
Date Original Signed:
02/07/2025
On File With:
City of Moscow
Engineering Division

SHEET 14 OF 18	CITY OF MOSCOW ENGINEERING DIVISION MOSCOW, IDAHO	SCALE: NTS	CITY OF MOSCOW WHITE AVENUE PAVEMENT RESTORATION PROJECT- 2025 DETAILS I PROJECT No. 106-021	REVISIONS		
		DATE: 2/5/2025		DATE	DRAWN BY:	CHK'D BY:
		DRAWN BY: E. PETERSON				
		CHECKED BY: S. B. & L.H				
			Project No. 106-025	File Name: White Ave Pav Rest.dwg		

1. Replacement curb and sidewalk may be cast monolithic with prior approval of City Engineer.
2. Sidewalk to back-of-curb slope may not exceed 12:1 without City Engineer's approval.
3. Light broom finish curb parallel with the long axis of curb.
4. Rolled curb prohibited where sidewalk is adjacent to curb, unless specially allowed by the City Engineer. In areas without planter strips, sidewalks adjacent to rolled curb shall be a minimum of six inches (6") thick.
5. All curb roadway planimetric radii dimensions shall be measured to the "Radii Dimension Line" shown in the typical curb section.
6. See table for curb radii requirements. Thirty foot (30') curb radii are required where any City street intersects an Idaho Transportation Department roadway.
7. 'Shed' section streets require 'spill curb' on the uphill side with gutter matching street cross slope.
8. Type 'A' curb only allowed where extending or replacing existing Type 'A' Curb.
9. Type 'C' curb only allowed in cul-de-sacs and where replacing existing rolled curb.



CURB RADII REQUIREMENTS	
Intersecting Street Classification	Curb Radius Dimension
Local - Local	15'
Local - Collector	15'
Local - Arterial	25'
Collector - Collector	25'
Collector - Arterial	25'
Arterial - Arterial	30'



Original Signed By:
Brian Scott Bontrager
Date Original Signed:
02/07/2025
On File With:
City of Moscow
Engineering Division

REVISIONS			
DRAWN BY:	DATE	DESCRIPTION	CHK'D BY:
Project No. 106-025			File Name: White Ave Port Rest.dwg

CITY OF MOSCOW
WHITE AVENUE PAVEMENT
RESTORATION PROJECT-2025
DETAILS II
PROJECT No. 106-021

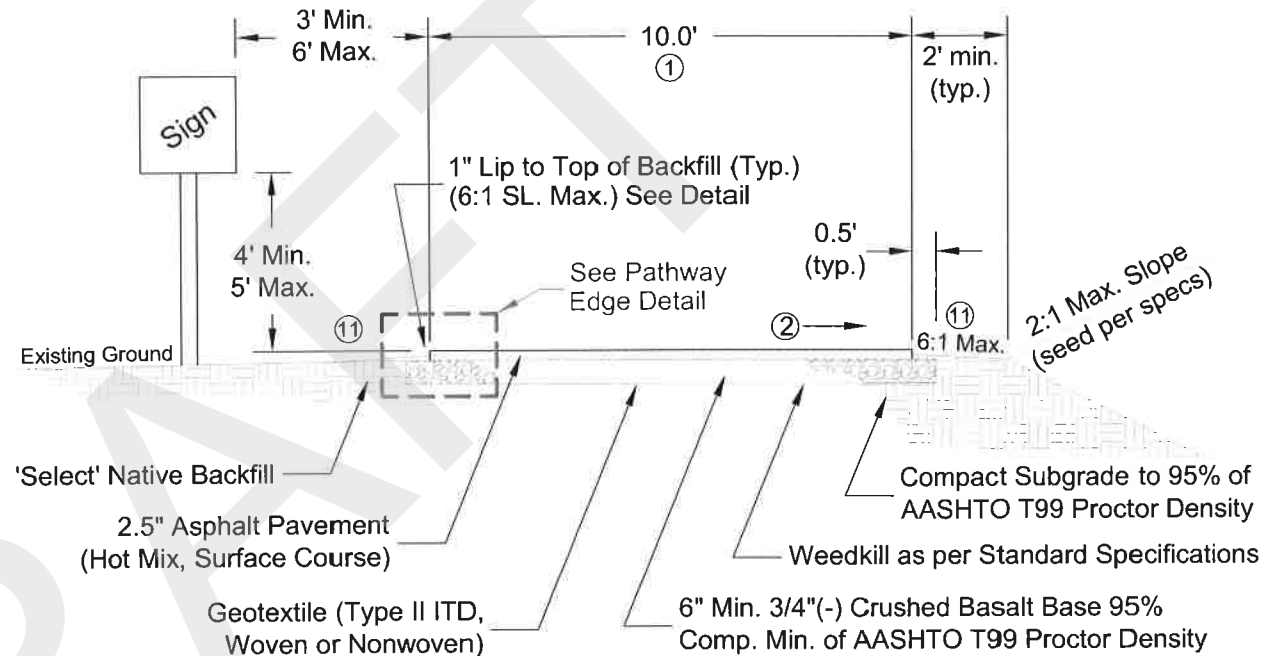
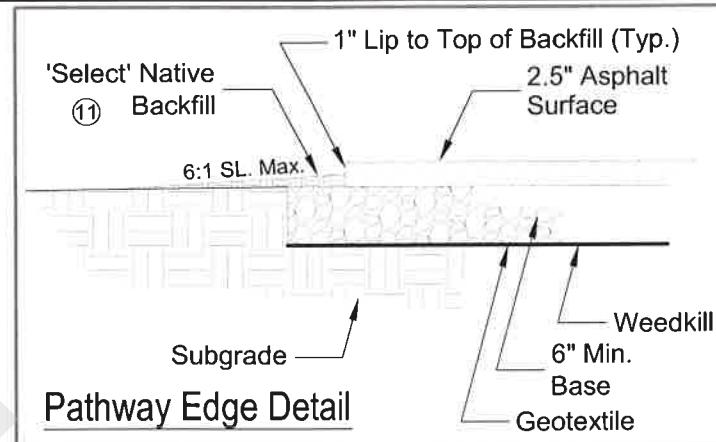
SCALE: NTS
DATE: 2/5/2025
DRAWN
BY: E. PETERSON
CHECKED
BY: S. B. & L. H

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

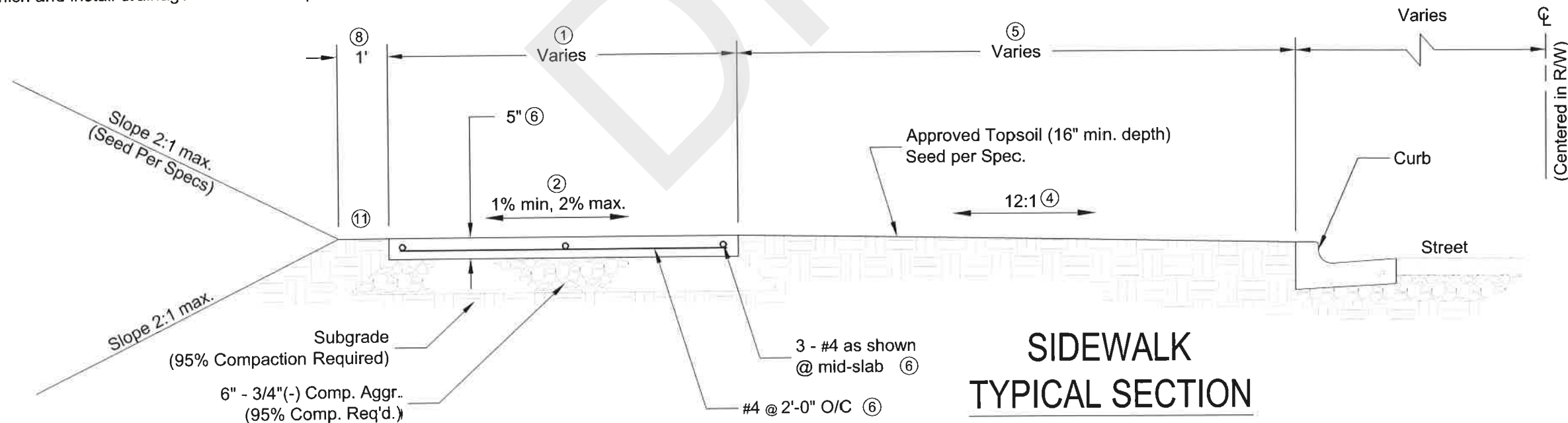
SHEET 15 OF 18

NOTES:

1. Minimum sidewalk widths shall be five feet (5') for local streets. For sidewalk widths for collectors and arterials, see Standard Street Section Drawings. Pathway width shall be ten feet (10') unless otherwise approved by the City Engineer.
2. Maximum cross slope of 2.0%; minimum cross slope of 1% - pathway cross slope may be 'crown' or 'shed'. Maximum sustained longitudinal grade for pathways of 5%. Pathways shall be free of humps, dips, or unnecessary curves.
3. Curb and sidewalk may be cast monolithic for repairs only with prior approval of City Engineer.
4. Slope from sidewalk to back-of-curb may not exceed 12:1 without City Engineer's approval.
5. Green strip required between curb and sidewalk width as specified in Standard Street Section Drawings. In areas of excessive cuts and fills, width may be reduced, as approved by the City Engineer.
6. Sidewalks shall be five inches (5") thick as shown on this drawing - with the following exceptions:
 - a. Sidewalks through driveways shall be six inches (6") thick and constructed per the Std. Dwg. for Driveway Approaches.
 - b. Sidewalks constructed adjacent to rolled curb shall be six inches (6") thick and reinforced as shown on this drawing.
 - c. Reinforcement as directed by City Engineer.
7. Coarse broom finish sidewalk concrete perpendicular to the long axis of sidewalk; light broom finish curb concrete parallel to the long axis of curb.
8. This dimension shall be four feet (4') where standard franchise utility pedestals (excluding transformers) are to be located and shall be six feet (6') where pedestals and an AVISTA power transformer pad is required (see Standard Drawing for Franchise Utility Details).
9. Any trees adjacent to or with branches overhanging the pathway shall be kept trimmed such that ten feet (10') of both vertical and horizontal clearance exists between any branches and the pathway. Landscape vegetation cannot overhang sidewalk.
10. If fall protection is required by code, railing should be installed with a minimum height of 42" and a minimum height of 54" for bridges. Railing style must be approved by City Engineer.
11. 'Select' native backfill shall be free of clods, roots, gravel, and other inert material and shall be neatly graded to blend with the path and the adjoining ground. Backfill shall be compacted to 90% within 2' of path edge.
12. Furnish and install drainage culverts as required and as directed by the City Engineer.



PATHWAY
TYPICAL SECTION



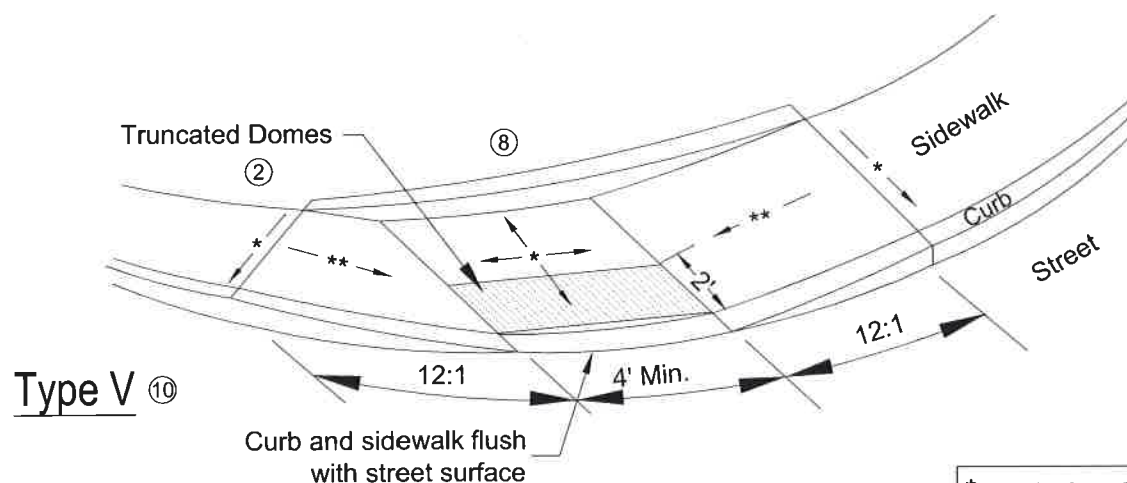
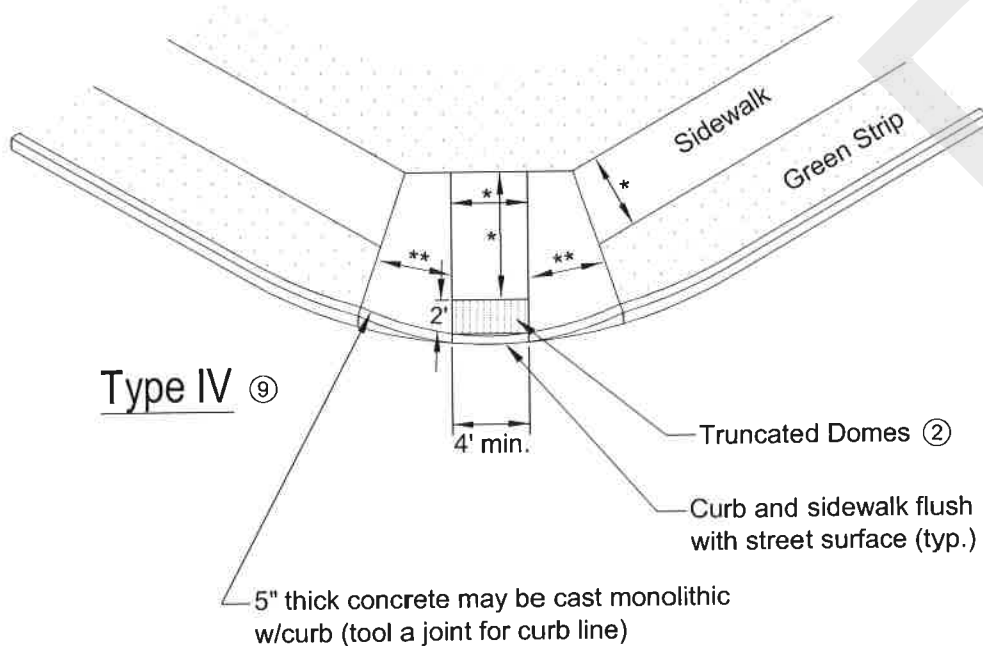
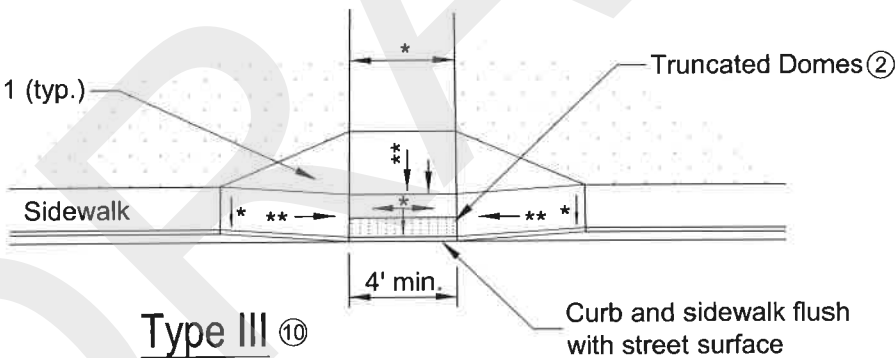
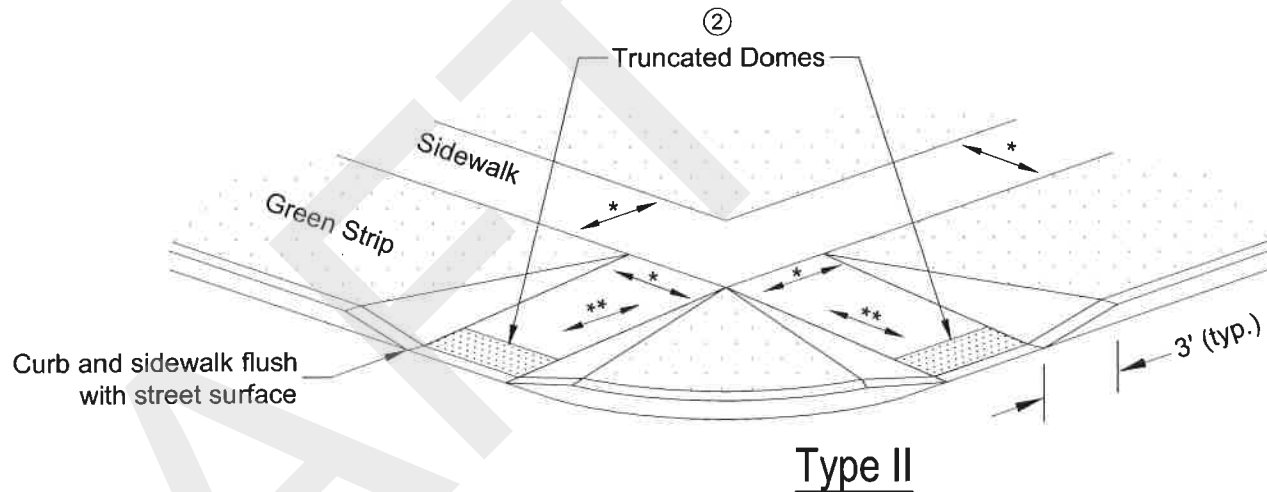
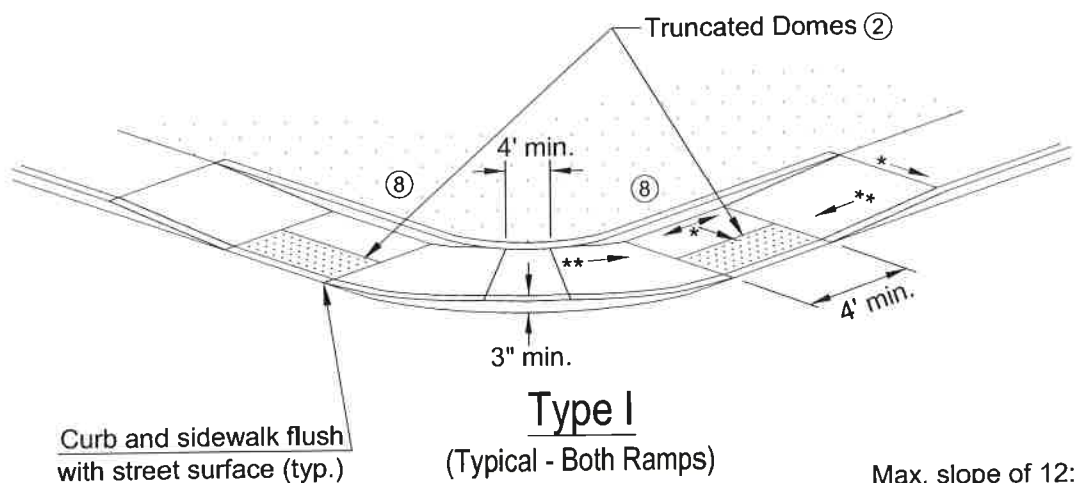
SIDEWALK
TYPICAL SECTION

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

NOTES:

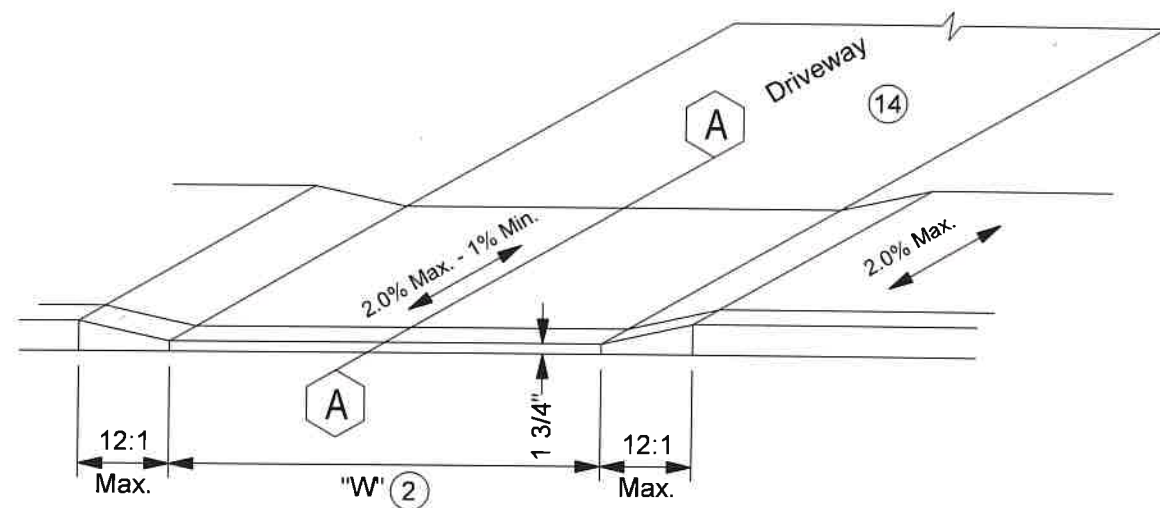
1. Moscow Standard Construction Specifications apply. Pedestrian ramps must comply with current Americans with Disability Act (ADA) Accessibility Guidelines.
2. All ramps shall be textured with Detectable Warnings, "Truncated Domes" as required by the current ADA Guidelines and as allowed by the City Engineer. The truncated domes shall extend the full width of the flush curb ramp and two feet (2') radial to back of curb. Truncated Domes shall be prefabricated plate units cast monolithic with the concrete and set flush and to manufactured specifications. Coarse broom finish the remainder of the ramp.
3. All curb roadway planimetric radii dimensions shall be measured to the 'Radii Dimension Line' shown in the typical curb sections. See Standard Drawing for Curbs & Sidewalks. Curb radii shall conform to "Curb Radii Requirements" table in Standard Drawing for Curbs & Gutters.
4. Light broom finish curbs and gutters parallel with the long axis of the curb and/or curb and gutter. Coarse broom finish sidewalks perpendicular to the long axis of sidewalk.

5. Rolled curb section properties may vary from those shown as specifically allowed by the City Engineer.
6. Sidewalk constructed in driveway locations shall be six inches (6") thick and reinforced, all as per Standard Drawing for Driveway Approaches.
7. Specified 2.0% cross-slopes shall be 1% minimum and 2.0% maximum.
8. Construct curb or sloped (4:1) backfill - as required and/or allowed by the City Engineer.
9. Type I or Type II pedestrian ramp is the required standard; Type III, IV, or V ramps may be allowed in special circumstances as approved by the City Engineer.
10. Curb and sidewalk may be cast monolithic with prior approval of City Engineer.

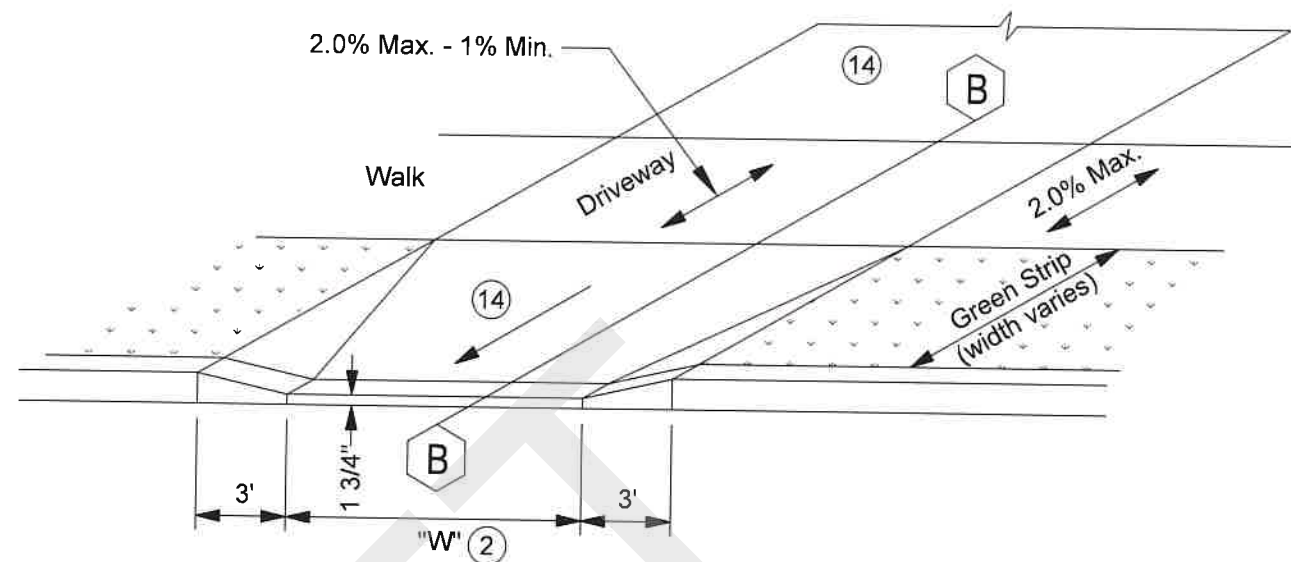
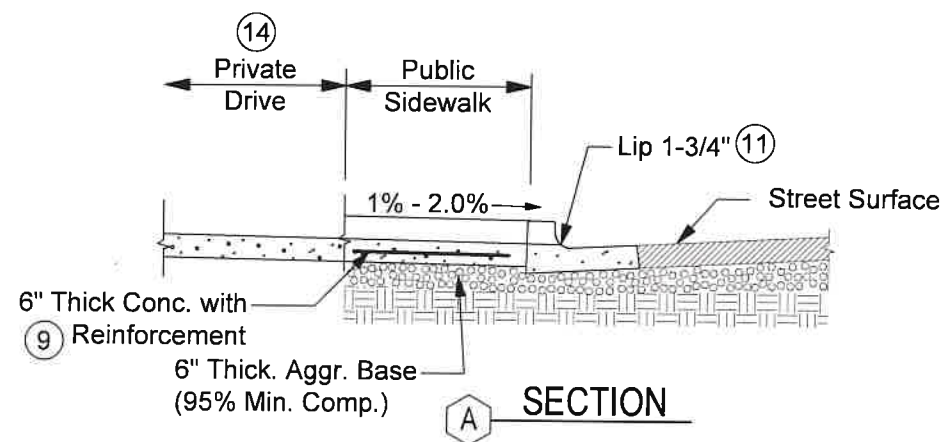


* 2.0% Max. Slope (8)
** 12:1 Max. Slope

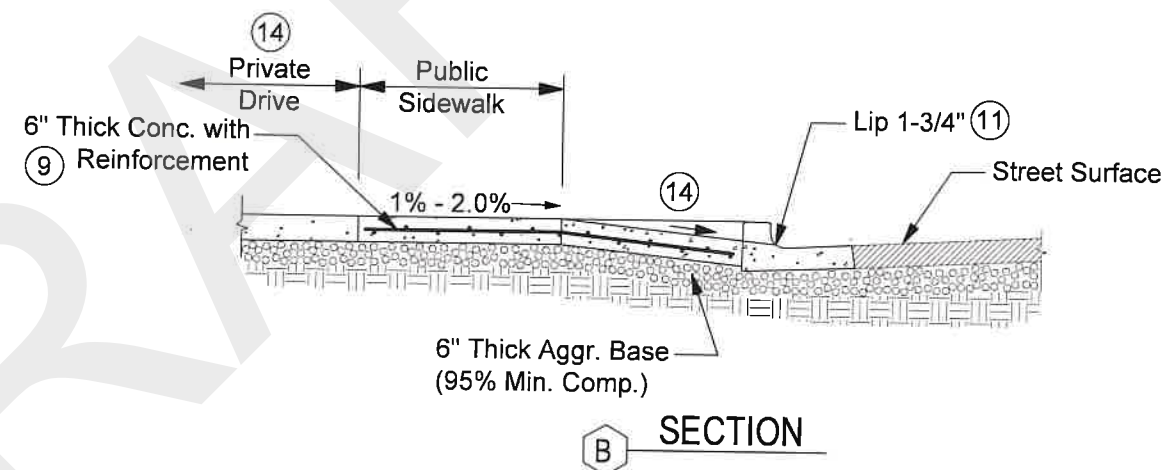
PEDESTRIAN RAMPS CITY OF MOSCOW ENGINEERING DEPARTMENT		DRAFTED BY: K.Kipp / B.Buvel C.Edwards			SIGNED AND DATED	
		CHECKED BY: K.Lilly			DATE	REVISIONS
		DRAWING SCALE: NTS				
		DATE: 3-5-2014				
DRAWING NUMBER: 8						



TYPE I



TYPE II



NOTES:

- Existing curb and sidewalk section to be removed (sawcuts required) prior to construction of vehicular approaches.
- The width "W" of a vehicle approach providing access to residential uses shall be a maximum of thirty feet (30'). Vehicle approaches providing two-way access to commercial uses shall be a maximum of forty feet (40') wide unless a wider width is deemed appropriate by the City Engineer.
- Vehicle approaches shall be located at least thirty feet (30') from the intersection of the curb line of an intersecting street.
- Approaches shall be limited to one per street frontage for each lot, with the following exceptions:
 - Two twenty foot (20') curb cuts may be permitted to commercial uses where one cut will be egress only and the other ingress only.
 - Additional approaches may be authorized by the City Engineer where, in his/her opinion, an exceptionally long street frontage or traffic conditions in the area justify such approaches.
- Truncated domes are not to be installed in sidewalk at driveways.
- A City of Moscow excavation permit is required to construct new driveways through existing curbs and sidewalks.

- Curb and sidewalk may be cast monolithic with prior approval of City Engineer. (Strike dummy joint at back of curb)
- Driveways within State of Idaho right-of-way are subject to Idaho Transportation Department standards and permits. Inquire at Moscow Engineering Department (208-883-7034).
- Reinforcement shall be 6 x 6 - W2.1 / 2.1 welded wire mesh or No. 4 rebar @ 1'-0" centers each way centered in slab.
- Forms shall be inspected by the City prior to placing concrete. No Exceptions.
- Lip height shall be 1-3/4" (plus/minus 1/4").
- Vehicle approaches per this standard required for all driveways.
- In areas with rolled curb, the number of driveways shall not exceed the number of curb cuts allowed per lot (as per Zoning Code Section 6-4).
- Allowed gradient per Driveway Grade Limitation Standard Drawing.

DRIVEWAY APPROACHES CITY OF MOSCOW ENGINEERING DEPARTMENT		DRAFTED BY: K. Kipp / C. Edwards		SIGNED AND DATED	
		CHECKED BY: K. Lilly		PROFESSIONAL ENGINEER LICENSED 14816 2/4/21 STATE OF IDAHO BRIAN SCOTT	
		DRAWING SCALE: NOT TO SCALE			
		DATE: 3-5-2014			
		DRAWING NUMBER: 9		DATE	DESCRIPTION
		2-4-2021	Changed driveway widths from 20' and 30' to 30' and 40'		

Attachment "B"

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 2/25/25

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 WHITE AVENUE PAVEMENT PRESERVATION PROJECT - 2025, (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 0 through 2 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 Works License Number 10880-unhooked-1-2-3
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
a. <u>Curtis Concrete</u>	<u>concrete</u>	<u>012815-A-4</u>	<u>60,000</u>
b. _____	_____	_____	_____
c. _____	_____	_____	_____
d. _____	_____	_____	_____
e. _____	_____	_____	_____

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for WHITE AVENUE PAVEMENT RESTORATION PROJECT - 2025 as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ 39,000 ⁻	\$ 39,000 ⁰⁰
2.	Inlet Protection	8 EA	\$ 102 ⁻	\$ 816 ⁰⁰
3.	Silt Fence	495 LF	\$ 640	\$ 3,267 ⁰⁰
4.	Planing Bituminous Pavement	8,710 SY	\$ 440	\$ 3,832,400 ⁰⁰
5.	Soft Spot Repair	540 SY	\$ 38 ⁻	\$ 20,520 ⁰⁰
6A.	Remove / Dispose Bituminous Surface	1,000 SY	\$ 9 ⁻	\$ 9,000 ⁰⁰
6B.	Remove / Dispose Concrete Sidewalk	75 SY	\$ 12 ⁻	\$ 900 ⁰⁰
6C.	Remove / Dispose Reinforced Concrete App.	75 SY	\$ 16 ⁻	\$ 1,200 ⁰⁰
6D.	Remove / Dispose Concrete Curb Type A	220 LF	\$ 6 ⁻	\$ 1,320 ⁰⁰
7A.	Concrete Curb Type A	220 LF	\$ 50 ⁻	\$ 11,000 ⁰⁰
7B.	Concrete Curb & Gutter Type B Spill	720 LF	\$ 52 ⁻	\$ 37,440 ⁰⁰
8.	Reinforced Driveway Approach	120 SY	\$ 105 ⁻	\$ 12,600 ⁰⁰
9.	Concrete Sidewalk	20 SY	\$ 95 ⁻	\$ 1,900 ⁰⁰
10.	Concrete Pedestrian Curb Ramp	65 SY	\$ 146 ⁻	\$ 9,490 ⁰⁰
11.	Cast Iron Truncated Domes	40 SF	\$ 39 ⁻	\$ 1,560 ⁰⁰
12.	Hot Mix Asphalt Patching	105 TON	\$ 170 ⁻	\$ 17,850 ⁰⁰
13.	Subgrade Separation Geotextile	730 SY	\$ 250	\$ 1,825 ⁰⁰
14.	3/4" (-) Crushed Rock Base	260 TON	\$ 35 ⁻	\$ 9,100 ⁰⁰
15.	Adjust Utilities	21 EA	\$ 672 ⁻	\$ 14,112 ⁰⁰
16.	Pavement Overlay Geotextile	8,710 SY	\$ 4 ⁻	\$ 34,840 ⁰⁰
17.	1/2" Superpave HMA Pavement	1,100 TON	\$ 129 ⁻	\$ 141,900 ⁰⁰

18.	Imported Topsoil	5 CY	\$ <u>110⁻</u>	\$ <u>550⁰⁰</u>
19.	Bark Mulch	1 CY	\$ <u>250⁻</u>	\$ <u>250⁰⁰</u>
20.	Traffic Control	1 LS	\$ <u>30,000⁻</u>	\$ <u>30,000⁰⁰</u>
21.	Force Account	1 EST	\$ 20,000	\$ 20,000
Bid Total				\$ <u>458,764⁰⁰</u>

Motley Motley Inc.
Firm Name of Bidder

[Signature]
Signature of Bidder

V.P.
Official Title

6901 SR 270 Pullman, WA. 99163
Bidders Mailing Address

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

WA 4
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at Pullman

This 25 day of Feb., 2025

BID OR PROPOSAL BOND

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

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

as Principal, and Travelers Casualty and Surety Company of America

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

504 South Washington Street, Moscow, ID 83843

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

Dollars (\$ 5%)

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

SIGNED and SEALED this 14th day of February, 2025.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Oblige on a contract for White Avenue Pavement Restoration Project - 2025

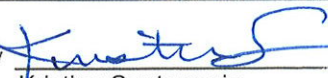
NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond be required, with surety acceptable to the Oblige for the faithful performance of the said contract, then this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

Motley-Motley, Inc.

Principal

By  v.p.

Travelers Casualty and Surety Company of America

By 
Kristine Santamaria Attorney-in-Fact



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kristine Santamaria** of **SEATTLE**, **Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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



State of Connecticut

City of Hartford ss.

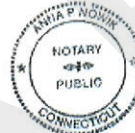
By:

Robert L. Raney, Senior Vice President

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

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

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



Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **14th** day of **February**, **2025**.



Kevin E. Hughes, Assistant Secretary

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

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, March 10, 2025



AGENDA ITEM TITLE

Slurry Seal Project 2025 - Bid Results & Contract Award (ACTION ITEM) - Bob Buvel

RESPONSIBLE STAFF

Bob Buvel, Senior Civil Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

This project's scope includes the application of approximately 132,000 square yards of slurry seal street surface treatment. The City advertised for bids on February 8, 2025 and February 15, 2025, and the project was budgeted for \$250,000. The engineer's estimate for construction was \$265,19600. Bids were opened on February 25, 2025, at which four (4) bids were received. The bids ranged from \$318,235.20 to \$393,816.06. Of those bids, the lowest responsive bid received was submitted by Blackline Inc. of Vancouver, WA with a bid of \$318,235.20. A bid tabulation is included in the packet.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the bid from Blackline Inc., award the contract in the amount of \$318,235.20, 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 Blackline Inc., award the contract in the amount of \$318,235.20 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 Streets Roadway Improvement Program (350-150-770-83).

PERSONNEL IMPACT

Engineering Division staff will administer construction contract and inspection.

ATTACHMENTS

1. Construction Agreement _Slurry Seal_final with attachments
2. Bid Tabulation - Slurry Seal 2025
3. Slurry Seal Project 2025 Application Areas

**CONSTRUCTION AGREEMENT
FOR SLURRY SEAL PROJECT - 2025
BETWEEN CITY OF MOSCOW, IDAHO
AND BLACKLINE, INC.**

THIS CONSTRUCTION AGREEMENT FOR SLURRY SEAL PROJECT - 2025 BETWEEN CITY OF MOSCOW, IDAHO, AND BLACKLINE, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2025, is made 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 Blackline, Inc., 13023 NE Highway 99, Suite 7, PMB 196, Vancouver, Washington, 98686 (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: Slurry Seal Project - 2025, City of Moscow Project No. 118-025, Attachment "A" consisting of 114 pages;
2. Bid Proposal of CONTRACTOR, dated February 24, 2025, Attachment "B", consisting of 14 pages;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addendum No. 1, Attachment "C", consisting of 2 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:

SLURRY SEAL PROJECT - 2025

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no earlier than May 12, 2025, and shall be substantially completed no later than August 15, 2025. The work shall be completed within Thirty (30) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents.

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof are permitted in accordance with 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 Three Hundred Eighteen Thousand, Two Hundred Forty Dollars (\$318,240.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Three Hundred Eighteen Thousand, Two Hundred Forty Dollars (\$318,240.00), 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:

Blackline, Inc.
Cody Lorenzen
13023 NE HWY 99, Ste 7
PMB 196
Vancouver, WA 98686

CITY:

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

**ARTICLE 17.
NON-APPROPRIATIONS**

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

**ARTICLE 18.
APPROVAL REQUIRED AND SEVERABILITY**

This Agreement shall not become effective or binding until approved by CITY. If any part of this Agreement is held 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, Cody Lorenzen, 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 Blackline, 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:

Blackline, Inc.

CITY:

City of Moscow, Idaho

Cody Lorenzen, 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 Cody Lorenzen, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for Blackline, Inc.

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



COMMUNITY DEVELOPMENT ENGINEERING DIVISION

DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:

SLURRY SEAL- 2025

CITY OF MOSCOW PROJECT NO. 118-025

DRAFT

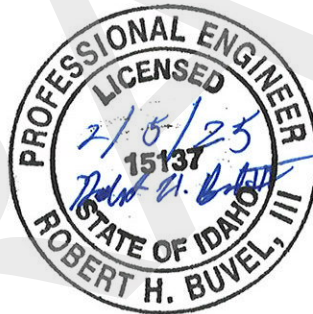
CITY OF MOSCOW, IDAHO

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

Plans, Specifications and Proposal

SLURRY SEAL- 2025

CITY OF MOSCOW PROJECT NO. 118-025



**SENIOR CIVIL ENGINEER:
BOB BUVEL, 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 –SLURRY SEAL - 2025”** until **2:00 p.m.**, prevailing local time, **Tuesday, February 25, 2025**, for the following project:

SLURRY SEAL - 2025

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.

The project consists of applying an Asphalt Slurry Seal Coat (Type II) at the following locations:

Area 1	Sixth w. of Mt. View, Panorama, Rolling Hills, White	86,717 SY
Area 2	Rodeo, Jefferson, Julie	27,863 SY
Area 3	Jackson and D Street	18,018 SY

Complete digital Project Manual and Project Plans, may viewed and downloaded at questcdn.com **via the link** provided on The City of Moscow Website at: www.ci.moscow.id.us – click on “Business” / “Bid Opportunities” / “Slurry Seal - 2025”

Once on the Quest site, you may download the digital plan documents for a **non-refundable free of \$22.00**. The Quest project number is **9529221** Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

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

The Contract Documents may also be examined at the City of Moscow Haddock Building (Engineering Division), 504 South Washington Street, Moscow, ID 83843.

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

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

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

Britany Luft, Deputy City Clerk

Publish Dates: February 8, 2025 & February 15, 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 SLURRY SEAL - 2025, (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 Works License Number _____.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

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

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for SLURRY SEAL - 2025 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>Mobilization</i>				
SP-1	Asphalt Slurry Seat Coat Type II	1	SY		
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 TROY ROAD AND HARRISON STREET SEWER PROJECT- 2025
BETWEEN CITY OF MOSCOW, IDAHO
AND COMPANY**

THIS CONSTRUCTION AGREEMENT FOR **SLURRY SEAL - 2025** 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, 504 S Washington 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: **SLURRY SEAL - 2025**, 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:

“SLURRY SEAL - 2025”

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
504 S Washington 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 _____

DRAFT

INSTRUCTION TO BIDDERS

IB-1. INTENT OF PLANS AND SPECIFICATIONS

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

IB-2. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION

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

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

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

IB-4. PREPARATION AND DELIVERY OF PROPOSAL

- A. Bids shall be prepared and submitted upon the "Proposal" form supplied by the Engineer. Each and every blank provided for in the "Proposal" shall be filled in with ink or typing. Proposals, which are incomplete or submitted on an unauthorized form, may be rejected as informal.
- B. After the date and hour set for the opening of the bids, no bidder may withdraw 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. RETURN OF PROPOSAL GUARANTY

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

IB-7. QUALIFICATIONS OF BIDDER

- A. The CITY desires that this project shall be built by a contractor who is competent and adequately financed. The CITY may request the Bidder to submit a written statement to show experience in construction work of this character as an indication of qualification and business standing. If required, the Bidder may make their 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 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 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 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 start no earlier than May 12, 2025 and shall be substantially completed no later than August 15, 2025. The work shall be completed within Thirty (30) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

IB-14. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK

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

IB-15. ALTERNATES

- A. If an alternative bid schedule is included, the bidder must submit a bid for each item in the alternate bid schedule. Low bid will be based upon the combined total price of the alternate(s) that the owner elects to use plus the base bid. If the owner elects to use an alternate(s), the amount of the contract will be the amount of the base bid modified in accordance with the amount of the alternate(s). An alternate may be additive to the scope of work described by the base bid items or may be substituted for the base bid item. Unit prices for alternate items will receive the same consideration for award as unit prices for base bid items.

IB-16. SUBCONTRACTORS TO BE LISTED ON BID

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

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

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

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

5.2 Structural Fill

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

Structural fill (also 'Borrow' or 'Embankment') may consist of naturally occurring sand, sand gravel, sand and rock mixtures, decomposed granites, and native loess or clays. Sand and rock mixtures shall contain sufficient sand to fill the voids of the larger gravel and stone to permit the required compaction. All borrow must be obtained from designated or

approved sources. Structural fill shall be free of roots, bark, topsoils or other organic materials.

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

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

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

Embankment shall be placed in successive horizontal layers not exceeding eight (8) inches in loose thickness. All embankments shall be compacted to at least ninety-five (95) percent of the maximum density in accordance with AASHTO T-180. 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-180

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-180.

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

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

7.7 Payment

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

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

ES-8. SOFT SPOT REPAIR

8.1 Materials

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

8.2 Construction Requirements

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

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

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

Dispose of the excavated material per Specification ES-4.

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

8.3 Payment

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

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

ES-9. WATERING

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

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

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

ES-10. WEIGHING

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

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

ES-11. CONCRETE

11.1 General

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

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

11.2 Portland Cement

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

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

11.3 Aggregates

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

Fine aggregate for concrete shall conform to the following gradation:

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

Sand equivalent shall be a minimum of 70.
Fineness modulus to be between 2.50 and 3.10 (AASHTO M-6).

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

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

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

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

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

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

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

11.4 Water

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

11.5 Curing Compound

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

11.6 Air Entraining Admixture

Air entraining admixture shall conform to AASHTO M-154.

ES-12. CONCRETE CONSTRUCTION REQUIREMENTS

12.1 Mixing and Delivery

- A. Concrete shall be mixed and delivered by means of any of the following:
 - 1. Mixed complete in a stationary mixer and the mixed concrete transported to the point of delivery in agitating equipment or in non-agitating equipment when approved. (Known as central-mixed concrete.)
 - 2. Mixed completely in a truck mixer at the batching plant or while in transit. (Known as transit mixed concrete.)
 - 3. Mixed completely in a truck mixer at the point of delivery following the addition of mixing water. (Known as truck mixed concrete.)
 - 4. Mix partially in a stationary mixer and the mixing completed in a truck mixer. (Known as shrink-mixed concrete.)
- B. Truck mixers and truck agitators shall be operated within the rated capacity and at a speed of rotation for mixing or agitating as designated by the manufacturer of the equipment.
- C. When a stationary mixer is used for the complete mixing of the concrete, the mixing time for mixers having a capacity of 10 cubic yards or less shall be 60 seconds minimum. For 10 or more yards capacity, the mixing time shall be approved. Mixing time shall be measured from the time all cement and aggregates are in the drum. The batch shall be so charged into the mixer that some water will enter in advance of cement and aggregates and all water shall be in the drum by the end of the first one-fourth (1/4) of the specified mixing time.
- D. For shrink-mixed concrete, the mixing time in the stationary mixer may be reduced to a minimum of 30 seconds. Mixing shall be completed in a truck mixer by not less than 50 or more than 100 revolutions of the drum or blades at mixing speed. The batch volume shall not exceed 70 percent of the gross volume of the drum.
- E. When a truck mixer is used for complete mixing each batch of concrete shall be mixed for not less than 70 nor more than 100 revolutions of the drum or blades at mixing speed. Additional mixing, if any, shall be at agitating speed.

- F. When a truck mixer or agitator is used for transporting concrete that has been completely mixed in a stationary mixer, mixing during transport shall be at the agitating speed.
- G. Unless otherwise approved, when a truck mixer or agitator is used for transporting concrete, the concrete shall be delivered to the site of the work and discharged completely within 1-1/2 hours or before the drum has been revolved 300 revolutions, whichever comes first, after the introduction of the cement to the aggregates. In hot weather or under conditions contributing to quick stiffening of the concrete, a time less than 1-1/2 hours may be directed. When a truck mixer is used for the complete mixing of the concrete, the mixing operation shall begin within 30 minutes after the cement has been intermingled with the aggregates. If additional mixing water is required to replace evaporated mixing water to maintain the specified slump and is added with the permission of the Engineer, a minimum of 20 revolutions of the truck mixer drum at mixing speed shall be required before discharge of any concrete.

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

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

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

12.2 Re-tempering

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

12.3 Placing Concrete

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

12.4 Cold Weather Concreting

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

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

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

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

12.5 Placing in Hot Weather

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

12.6 Finishing Concrete

If, in the judgment of the Engineer, rock pockets are of such extent or character as to materially affect the strength of the structure or to endanger the life of the steel reinforcement, 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 3/4" minus crushed aggregate. If the area behind the curb is to be lawn or planted area, the top 16 inches shall be topsoil. All denuded areas shall be fertilized, re-sown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.

13.8 Payment

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

ES-14. CONCRETE SIDEWALK

14.1 General

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

14.2 Gravel Base

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

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

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

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

The gravel base shall be graded, rolled, tamped, or otherwise compacted to ninety-five (95) percent of the maximum density determined in accordance with AASHTO T-180.

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

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

14.3 Construction requirements

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

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

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

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

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

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

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

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

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

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

14.4 Payment

The accepted quantities of concrete sidewalk will be paid for by the unit price per square yard. The unit price per square yard shall include all materials, labor, equipment, and other costs

incidental to construction of concrete sidewalk, including aggregate base, as herein specified and as shown on the Plans and special drawings.

ES-15. SUPERPAVE HOT MIX ASPHALT

15.1 Hot Mix Asphalt

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

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

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

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

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

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

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

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

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

An 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
3/4 and 1
3/8 and 1/2

5 ± 1
 6 ± 1
 $7-1/2 \pm 1$

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

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

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

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

Other Admixtures: Calcium chloride or any other admixture for any purpose other than air-entrainment may be added only upon the approval of the Engineer and under 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, poured concrete~~, HDPE Cretex Pro-Ring or City approved equal.

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

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

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

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

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

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

ES-18. MANHOLES AND CATCH BASINS

18.1 General

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

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

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

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

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

- A. **Base Sections.** Base shall be placed on a well graded dewatered granular bedding course. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and dimensions shall conform to the standard drawings. If the base is cast in place, the concrete shall conform, to the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction Class 30 concrete. Where water is encountered at the site all cast in place bases shall be placed on a one-piece waterproof membrane so as to prevent any movement of water into the fresh concrete.
- B. **Joints.** All lift holes and all joints between precast elements shall be first filled with an asphaltic fiber material then finished smooth with mortar. The fiber shall be Ramneck brand or approved equal.

- C. Steps. Not required.
- D. Workmanship and Finish. Cones and sections shall be substantially free from fractures, large and deep cracks and surface roughness. In precast sections where loops have been provided in lieu of lift holes, the loops shall be removed flush with the inside wall surface after the manhole or catch basin has been completed. No sharp cut-off protrusions will be permitted. If concrete spalling occurs as a result of loop removal, the spalled area shall be restored in workmanship manner to a uniform smooth surface with mortar.

18.3 Rings and Lids

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

18.4 Sanitary Sewer Manholes

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

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

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

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

- C. Water tightness

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

2. Hydrostatic Testing.

- a. All sanitary sewer manholes constructed in areas where subsurface water may, in the opinion of the Engineer, pond around them shall be hydrostatically tested in accordance with this specification.
- b. Prior to testing, the manhole shall be completely constructed and all inlet and outlet pipes shall be plugged. The Contractor shall fill the manhole to the top with water. Four hours minimum after the manhole has been filled, the Contractor shall refill the manhole to the original water level and commence the test for a minimum 2-hour period. The leakage rate shall not exceed 0.2 gallons per hour per foot of test head above the pipe invert elevation. Manholes which fail the test shall be repaired and re-tested until they pass.
- c. Manholes tested by the exfiltration method shall have all infiltrating water sealed prior to beginning the exfiltration test.

18.5 Storm Sewer Manholes

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

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

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

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

18.6 Catch Basins and Catch Inlets

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

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

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

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

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

18.7 Risers

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

ES-19. TRENCH EXCAVATION AND BACKFILL

19.1 Scope

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

19.2 Type of Backfill

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

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

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

19.3 Excavation and Backfill for Fire Hydrants

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

19.4 Trench Excavation

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

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

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

19.5 Materials

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

19.6 Workmanship

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

types shall be removed without additional compensation from the Owner. The Engineer will, if requested, make changes in the trench alignment to avoid major obstructions; if such alignment changes can be made within the perpetual easement and right-of-way and without adversely affecting the intended function of the facility.

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

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

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

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

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

- G. Grade. Carry the bottom of the trench to the lines and grades shown, or as established by the Engineer, with proper allowance for pipe thickness and for pipe base or special bedding, when required. If the trench is excavated below the required grade, correct any part of the trench excavated below the grade, at no additional cost to the Owner, with gravel of the

type specified for pipe zone material. Place the gravel over the full width of trench in compacted layers, not exceeding 6 inches deep, to the established grade with allowance for the pipe base or special bedding.

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

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

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

Trench backfill shall comply with the City's Standard Construction Drawings and as follows:

- 1. Class A Backfill

- Backfill the trench, above the pipe zone, with approved excavated trench material to within 10 inches of final surface grade. Compact the entire trench depth in suitable lifts with a vibratory compactor, pneumatic or gasoline powered tampers,

or hydraulic hammers. Determine the method and type of equipment and amount of compaction required to prevent subsequent settlement.

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

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

2. Class B Backfill

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

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

3. Class C Backfill

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

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

4. Class D Backfill

Backfill the entire trench, above the pipe zone, with granular backfill material. Compact the entire trench depth to 95% maximum of AASHTO T-180. All granular backfill will be 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-180. All native backfill shall be placed in (6) six inch maximum lifts and method of compaction shall be only by a (5) five foot minimum wide sheepsfoot roller. Density testing frequency, for this approved native excavated material, will be in excess of that required for the Class 'D' crushed basalt backfill.

6. Class F Backfill

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

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

7. Subsurface Drain Backfill

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

The material shall be washed, if necessary, to render the particles free from clay. It shall contain not more than 1% of clay lumps or other decomposed material. It shall conform to the following requirements for grading:

Sieve Size	Percent Passing
3"	100

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

* All percentages are by weight.

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

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

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

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

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

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

- Q. Disposal of Excess Excavation. All excess excavation not required or suitable for backfill shall be disposed of in a waste area arranged by the Contractor.
- R. Drainage Culverts. Replace, in like kind, drainage culverts which are removed or damaged. If the pipe is damaged during removal, dispose of it and furnish and install new pipe. Dispose of culvert pipe that is in too poor condition to reuse because of age or physical conditions. Repair drainage pipes with manufactured fittings only; encase Ferncos in concrete.
- S. Blasting. Blasting shall conform to all specifications of Section 302, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

19.7 Payment

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

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

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

Pipe zone backfill is specified under Section ES-20.

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

ES-20. PIPE

20.1 Storm Sewer Pipe

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

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

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

Storm Sewer Service Laterals: SDR 35 PVC ASTM D-3034, except as follows: where a service lateral crosses a water main or a water service line with less than 18 inches of

clearance between the two pipes the sanitary sewer service lateral pipe shall be un-jointed PVC pressure water pipe, either Schedule 40 PVC or Class 160 PVC ASTM D-2241 for distance nominally ten feet each side of the crossing. This pressure water pipe shall be joined to standard SDR 35 PVC pipe at both ends with FERNCO couplers having stainless steel shear ring bands.

20.2 Sanitary Sewer Pipe

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

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

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

20.3 Perforated Subsurface Drain Pipe

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

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

The pipe shall be wrapped with a filtering sock.

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

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

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

Gravel backfill for drains shall be as defined under Section ES-19.

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

Perforated Solid Wall Plastic Pipe

1. Perforated Corrugated Plastic Pipe

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

2. Perforated Solid Wall Plastic Pipe

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

20.4 Water Pipe & Ductile Iron Fittings

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

- F. Polyvinyl Chloride (PVC) Pressure Pipe. All PVC pressure pipe shall conform to pressure Class 150 AWWA C-900 or pressure Class 165 AWWA C-905. All pipe shall be push-on joints with one gasket bell end.
- G. Tapping Sleeves. All tapping sleeves shall be ROMAC “SST” Stainless Steel as per ASTM A-240, Type 304 and Type 304L or an approved equal.

20.5 Pipe Laying

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

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

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

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

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

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

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

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

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

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

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

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

*MAXIMUM DEFLECTION PERMITTED (18 FOOT LENGTH PIPE)

Bell and Spigot		Mechanical Joint		Push-on Joint	
Diameter (Inches)	Max. & Min. Deflection Angle (Degrees)	Deflection (Inches)	Max. Deflection Angle (Degrees)	Deflection (Inches)	
6	7-07	27	5	19	
8	5-21	20	5	19	
10	5-21	20	5	19	
12	5-21	20	5	19	

14	3-35	13 ½	3	11
16	3-35	13 ½	2	11
18	3-00	11	3	11
20	3-00	11	3	11
24	2-23	9	3	11

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

G. Anchorage (water pipe)

1. Limiting Pipe Diameter and Degree of Bend

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

2. Thrust Blocking

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

3. Metal Tie Rods

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

20.6 Pipe Testing and T. V. Inspection

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

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

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

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

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

1. Exfiltration Test (Using Air)

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

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

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

$$T = 0.0109 D^2 L$$

T = time in seconds

D = nominal inside diameter of pipe in inches

L = length of pipe in feet

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

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

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

2. T.V. Inspection

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

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

B. Water Pipe

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

20.7 Plugging Existing Pipe

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

20.8 Basis of Payment

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

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

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

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

ES-21. GATE VALVES AND VALVE BOXES

21.1 Scope

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

21.2 Materials

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

3.5 feet below the surface of the ground or pavement. The extension stem shall be constructed of steel (and coated).

21.3 Workmanship

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

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

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

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

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

Valve boxes shall be clean prior to final project acceptance.

21.4 Payment

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

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

ES-22. FIRE HYDRANTS

22.1 Scope

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

22.2 Materials

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

22.3 Workmanship

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

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

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

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

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

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

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

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

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

22.4 Payment

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

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

ES-23. STORM AND SANITARY CONNECTIONS

23.1 Materials

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

23.2 Workmanship

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

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

23.3 Basis of Payment

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

ES-24. STREET / ALLEY CUT REPAIR

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

ES-25. EROSION AND SEDIMENT CONTROL

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

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

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

ES-26. STORMWATER RUNOFF CONTROL

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

ES-27. IMPORTED TOPSOIL

27.1 General

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

27.2 Payment

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

ES-28. SEEDING

28.1 Seed

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

28.2 Application

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

28.3 Fertilizer

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

28.4 Mulch

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

28.5 Seedbed Preparation

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

28.6 Payment

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

ES-29. TREE TRIMMING

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

ES-30. INSPECTION

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

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

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

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

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

ES-31. WORKMANSHIP AND CLEAN UP

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

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

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

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

ES-32. MOBILIZATION

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

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

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

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

SPECIAL PROVISIONS

SP-1. ASPHALT SLURRY SEAL COAT (TYPE II)

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products and procedures for mixing and spreading a properly proportioned mixture of fine graded aggregate, mineral filler, emulsified asphalt, and water.
- B. Products and procedures for a cured slurry with a homogeneous appearance, firm surface adhesion, and skid resistant texture.

1.2 REFERENCES

- A. AASHTO M 17: Standard Specification for Mineral Filler for Bituminous Paving Mixtures
- B. AASHTO M 29: Standard Specification for Fine Aggregate for Bituminous Paving Mixtures
- C. AASHTO M 208: Standard Specification for Cationic Emulsified Asphalt
- D. AASHTO T 11: Material Finer than 75 μm (No. 200) Sieve in Mineral Aggregate
- E. AASHTO T 27: Sieve Analysis of Fine and Coarse Aggregates
- F. AASHTO T 96: Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
- G. AASHTO T 104: Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate
- H. AASHTO T 176: Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test
- I. AASHTO T 278: Surface Frictional Properties Using the British Pendulum Tester
- J. AASHTO T 279: Accelerated Polishing of Aggregates Using the British Wheel
- K. AASHTO T40:
- L. ISSA A105 Guidelines (Rev 2010)

1.3 SUBMITTALS

- A. Submit Mix Design and test results to the Engineer 10 days prior to beginning construction.
 - 1. Meet the requirements of this Section, article 2.7
 - 2. Include target gradation for combined aggregate and mineral filler.
 - 3. The Mix Design including ISSA test results shall be signed and sealed by a licensed Professional Engineer in the state where it was performed.
 - 4. Prior to development of the Mix Design, the Contractor shall meet with the City Engineer or his/her authorized representative to discuss time allowance for returning traffic to the slurry sealed surface.
- B. Provide test reports for aggregate.
 - 1. Meet the requirements of this Section, article 2.2
- C. Provide a Manufacturer's Certificate of Compliance for Mineral Filler.
- D. Provide verification that the emulsified asphalt supplier adheres to Section 2.1 by submitting a Certificate of Analysis/Compliance to indicate that the emulsion meets the specifications. Include certification that minimum 50% AASHTO T 301 Elastic Recovery is met.
- E. Provide information describing 10 completed slurry seal roadway projects each consisting of a minimum of two lane miles in length. At a minimum the submittal shall contain the location, project limits, length of time to complete the project, and references.

PART 2 MATERIALS

2.1 EMULSIFIED ASPHALT

- A. Use a polymer modified emulsion CQS-1HP, meeting CQS-1H specifications identified in AASHTO M 208 and ISSAA 105, using solid synthetic rubber or latex material.
 - 1. Combine the polymer modifier with the base asphalt or asphalt emulsion at a minimum rate of 3 percent solids by weight of asphalt, prior to loading at the manufacturing plant.
 - 2. Use a polymer modified emulsion compatible with the mix design developed for the conventional slurry seal.
- B. Verify that the shipment is the same as the mix design.

2.2 AGGREGATE

- A. Aggregate shall consist of 100 percent (100%) crushed stone, free of organic material, clay, balls, or other deleterious materials. Refer to AASHTO M 29.
- B. Use an aggregate blend with a sand equivalent of 45 or more. Refer to AASHTO T 176.
- C. Meet a minimum polishing value of 31. Refer to AASHTO T 278 and AASHTO T 279.
- D. Use aggregate with 35 percent or less loss by abrasion. Refer to AASHTO T 96.
- E. Meet 15 percent soundness maximum using Na₂ SO₄. Refer to AASHTO T 104.
- F. Use material from a commercial (non-ITD controlled) source that is qualified for use on Idaho Transportation Dept. projects. A list of qualified commercial materials sources is available from ITD District 2 in Lewiston.

2.3 MINERAL FILLER

- A. Use Portland cement or hydrated lime. Refer to AASHTO M 17.

2.4 COMBINED AGGREGATE AND MINERAL FILLER

- A. Use a job mix or target gradation within the gradation band. Base the mix design on this gradation. The percent passing each sieve after the target gradation has been submitted will not vary by more than the stockpile tolerance and still remain within the gradation band. Refer to AASHTO T 11, AASHTO T 27, and Table 1. Table 1

Gradation		
Sieve Size	Gradation Band (% Passing)	Stockpile Tolerance from the Mix Design Gradation
3/8 inch	100	
No. 4	90-100	+/- 5%
No. 8	65-90	+/- 5%
No. 16	45-70	+/- 5%
No. 30	30-50	+/- 5%
No. 50	18-30	+/- 4%
No. 100	10-21	+/- 3%
No. 200	5-15	+/- 2%

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation while also remaining within the specification gradation band. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted at the job location or stockpile based on five gradation and Sand Equivalent tests sampled according to AASHTO T 2 (ASTM D 75). The five test average will represent a maximum quantity of 750 tons or fraction thereof. If the average of the five tests is within the stockpile tolerance from the mix design gradation, the material will be accepted. If the average of those test results is out of specification or tolerance, the contractor will be given the choice to either remove the materials or blend additional aggregate with the stockpile materials to bring it into compliance. Material used in blending must meet the required aggregate quality test specifications in Section 2.2 before blending, and must be blended in a manner to produce a consistent gradation. Aggregate blending may require a new mix design at the contractors' expense.

Screening shall be required at the stockpile if there is any evidence of oversized materials in the mix.

2.5 WATER

- A. Potable and free from harmful salts and contaminants. If the quality of the water is in question, it should be submitted to the laboratory with the other raw materials for the mix design.

2.6 ADDITIVES

- A. Additives may be used to accelerate the break-set of the slurry seal.
 - 1. Determine the initial additive quantities by the mix design for the slurry mix or individual materials.
 - 2. Appropriate additives and their applicable use range shall be approved by the laboratory as part of the mix design.

2.7 SLURRY SEAL MIX DESIGN

- A. Before work begins, the contractor shall submit a signed mix design covering the specific materials to be used on the project, and meeting the specifications in Table 2. This design will be performed by an approved laboratory which has documented experience in designing Emulsified Asphalt Slurry Seal Surfacing. After the mix design has been approved, no material substitution will be permitted unless approved by the Laboratory and the Engineer.

Use the same materials and aggregate gradation to be used on the project.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19 (ASTM

C29). The report must clearly show the proportions of aggregate, mineral filler, and emulsified asphalt based on the dry weight of the aggregate.

The percentages of each individual material required shall be shown in the laboratory report. Based on field conditions, adjustments within the specific ranges of the mix design may be required.

Table 2

TESTS		
ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB 106	Slurry Seal Consistency	2cm Minimum; 3cm Max.
ISSA TB-139 (For quick-traffic systems)	Wet Cohesion 30 Minutes Minimum (Set)	12 kg-cm Minimum
	Wet Cohesion 60 Minutes Minimum	20 kg-cm Minimum
ISSA TB 109 (For heavy-traffic areas only)	Excess Asphalt by LWT Sand Abrasion	50 g/ft ² Maximum (538 g/m ² Maximum)
ISSA TB-114	Wet Stripping	Pass (90% Minimum)
ISSA TB-100	Wet-Track Abrasion Loss, One-hour Soak	75 g/ft ² (807 g/m ²)
ISSA TB-113	Mix Time**	Controllable to 180 Seconds Minimum

** Perform the mixing test and set-time test at the highest temperatures expected during construction.

2.8 COMPONENT MATERIALS

A. The component materials shall be designed within the following limits:

COMPONENT MATERIALS	SUGGESTED LIMITS
Residual Asphalt	7.5 - 13.5%
Mineral Filler	0.0 – 3.0% (Based on dry weight of aggregate)
Additives	As needed
Water	As required to produce proper consistency

2.9 MIX TOLERANCES

- A. Tolerances for the slurry seal mixture are as follows:
- After the residual asphalt content is determined, a variation of $\pm 1\%$ by weight of dry aggregate will be permitted.
 - The slurry consistency, as determined according to ISSA TB No. 106, shall not vary more than $\pm 0.2''$ from the job mix formula after field adjustments.

3. The rate of application shall not vary more than $\pm 2 \text{ lb/yd}^2$ when the surface texture does not vary significantly.

2.10 EQUIPMENT

- A. Use only a machine designed and manufactured specifically for blending, mixing, and placing slurry seal.
 1. Mix the material in a self-propelled, slurry seal mixing machine of either truck-mounted or continuous-run design.
 - a) Continuous-run machines: equipped to self-load materials while continuing to lay slurry seal.
 - b) Either type machine: accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving mixer and to discharge the mixed product on a continuous-flow basis.
 2. Maintain sufficient storage capacity within the machine for aggregate, emulsified asphalt, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls.
- B. Calibrate each mixing unit in the presence of the Engineer before a machine is used on a project.

PART 3 EXECUTION

3.1 NOTIFICATION AND TRAFFIC CONTROL

- A. Notification

Homeowners and businesses affected by the paving shall be notified at least one day in advance of the surfacing. Should work not occur on the specified day, a new notification will be distributed. The notification shall be posted in written form, stating the time and date that the surfacing will take place. If necessary, signage alerting traffic to the intended project should be posted.

Contractor shall place a cone (multiple on commercial driveways) in the middle of each driveway when slurry seal is not to be driven on. Cone(s) shall be removed by Contractor once street is re-opened to traffic.
- B. Traffic Control

Traffic Control shall meet the requirements of Technical Specification TS-5. Traffic control devices shall conform to the requirements of the current Manual on Uniform Traffic Control Devices. Opening to traffic does not constitute acceptance of the work. A Traffic Control Plan for each location where work is to be performed shall be submitted to the Engineer at least 2 days in advance.

3.2 WEATHER LIMITATIONS

- A. Do not apply slurry seal during rain, when road surface moisture is present, or during other adverse weather conditions.
- B. Do not apply slurry seal if either the pavement or air temperature is below 50 degree F and falling. Slurry seal may be applied when both the pavement and air temperatures are above 45 degrees F and rising.
- C. Do not apply slurry seal when the temperature is projected below 33 degrees F within 24 hours of placing slurry seal.
- D. Cease slurry seal operations when weather or other conditions prolong opening road surface to traffic beyond two hours.
- E. Keep traffic off roadway surface until the slurry seal has cured.

3.3 STOCKPILE

- A. Construct stockpile of slurry seal aggregate.
 - 1. Engineer approves stockpile a minimum of one and a maximum of seven days prior to use.
- B. Notify the Engineer a minimum of seven calendar days prior to slurry seal placement in order for the initial stockpiles to be sampled and tested for acceptance.
- C. Obtain the Engineer's written acceptance of the stockpile prior to use in slurry seal.
- D. Remove material not meeting specifications from the stockpile area.
- E. The Laboratory will retest corrected material for acceptance.

3.4 PREPARATION

- A. Clean the surface of all dirt, sand, dust, oil, and other objectionable material immediately prior to applying the slurry.
- B. Allow cracks to dry thoroughly before applying slurry seal when using water to clean the surface.
- C. Protect manholes, valve boxes, drop inlets and other service utility entrances prior to surfacing.

3.5 APPLICATION

- A. Pre-wet the entire surface by fogging ahead of the slurry box. Do not over apply, causing free water to sit on the pavement in front of the slurry box.
- B. Carry a sufficient amount of slurry in all parts of the spreader at all times so that full width and complete coverage is obtained with no streaks or narrow spots. Avoid overloading the spreader.
- C. Apply slurry mixture of proper consistency at an average rate of 14 to 18 lbs./yd².
- D. Joints
No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable equipment to produce a minimum number of longitudinal joints throughout the project. Longitudinal joints shall not be constructed in a wheel path. Less than full box width passes will be used only as required. If less than full box width passes are used, they shall not be the last pass of any paved area. A maximum of 6" shall be allowed for overlap of longitudinal joints. Correct bare or missed spot locations immediately with handwork.
- E. Mixture
The slurry seal shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess liquids which can create segregation of the aggregate. Spraying of additional water into the spreader box will not be permitted.
- F. Do not add additional water for any reason, once the mixture has been placed onto the road surface.
- G. Remove and replace the applied slurry if any of following occurs:
 - 1. Lumping, balling, or unmixed aggregates.
 - 2. Separation of the coarse aggregate from the emulsion and fines.
 - 3. Settling of the coarse aggregate to the bottom of the mix.
 - 4. Excessive breaking of emulsion inside the spreader box.
 - 5. Streaking caused by oversized aggregate.

3.6 FINISHING DETAILS

- A. Place slurry seal adjacent to concrete pavements or concrete curb and gutter with a straight longitudinal edge. Do not allow over-lap on these areas.
- B. Maintain straight lines at all locations.
- C. Place slurry seal at side streets and intersections out to curb returns.

- D. Use hand squeegees to spread slurry in areas that cannot be reached with slurry seal machine.
 - 1. Lightly dampen areas prior to mix placement.
 - 2. Provide complete and uniform coverage.
 - 3. Avoid unsightly appearance from hand work.
 - 4. Use the same type of finish in hand worked areas as that applied by the spreader box.
 - 5. Complete handwork during the machine application process.
- E. Use construction paper or comparable products so all beginning and ending joint lines from each construction pass are straight.
- F. Adequate means shall be provided to protect the slurry-seal from damage by traffic until the mixture has cured sufficiently so as to not be damaged by the tires of vehicles. Any damage done by traffic to the slurry-seal shall be repaired by the Contractor at his/her expense.
- G. All utility access areas, gutters, and portions of intersections not receiving the treatment shall have the slurry seal removed as directed by the engineer. The contractor shall remove any debris associated with the performance of the work on a daily basis.

3.7 BASIS OF PAYMENT

Payment for accepted work will be made as follows:

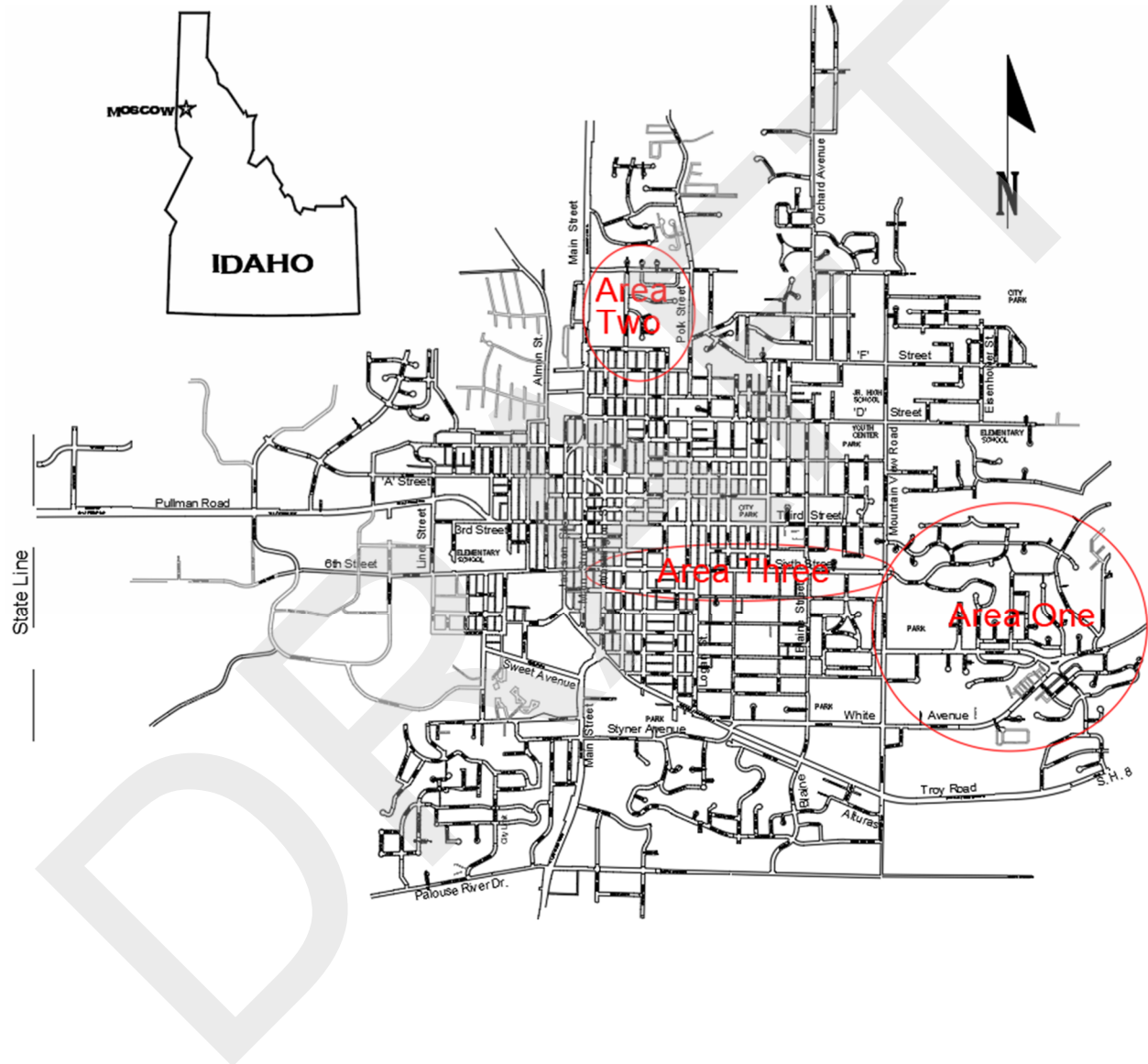
<u>Pay Item</u>	<u>Pay Unit</u>
Asphalt Slurry Seal Coat Type II.....	S.Y.

Bid unit square yard price shall include all labor, materials, equipment, bonds, warranties, taxes, insurances, mobilization, clean up, traffic control, permits, materials testing, mix design, shop drawings, submittals, freight, equipment calibration, utility protection, brooming and watering, repair of tree damage, removal of spatter or mar, collateral damage, and all other incidental costs necessary to construct the improvements described in the Specifications and Contract Documents.

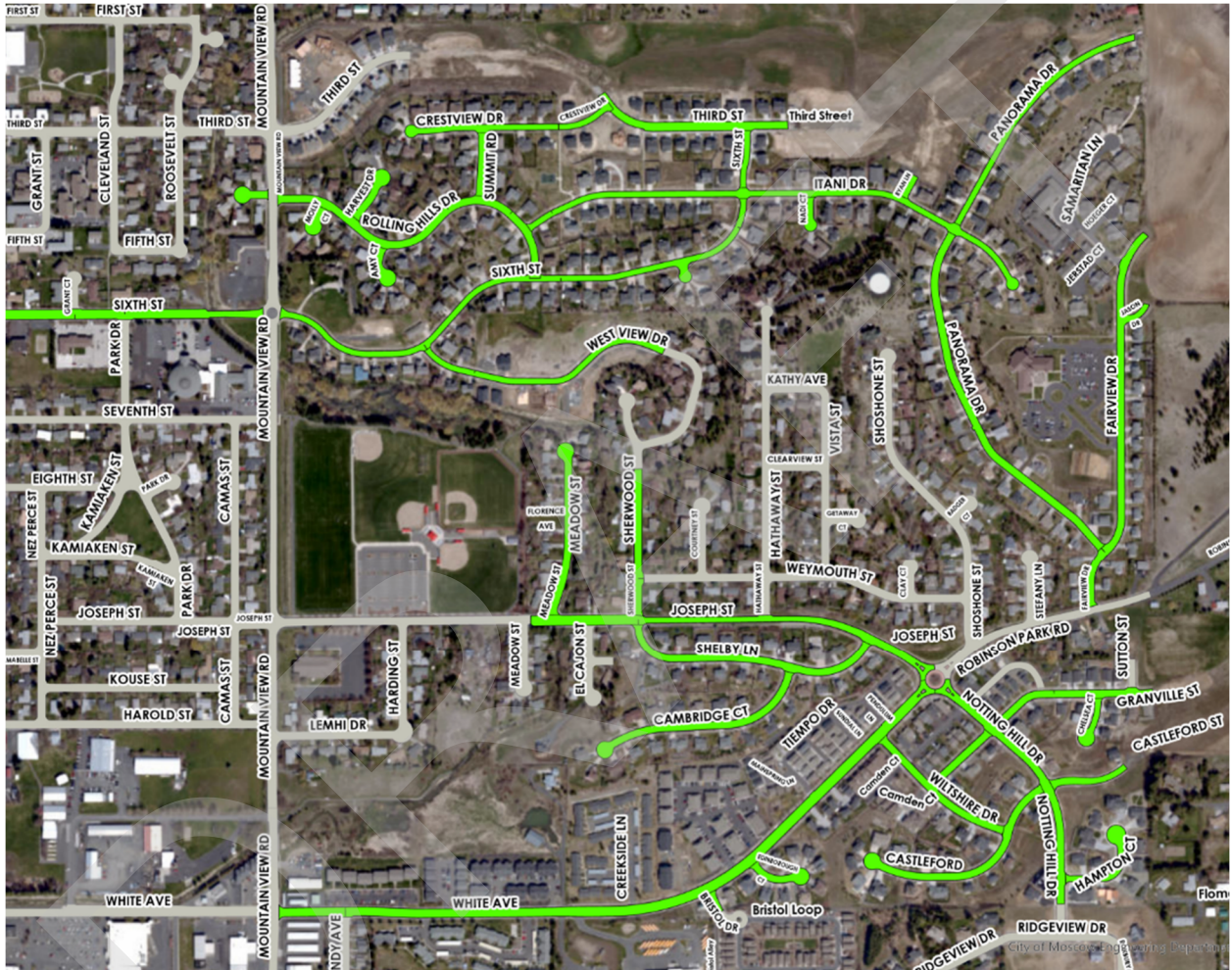
APPENDIX I

PROJECT DRAWINGS

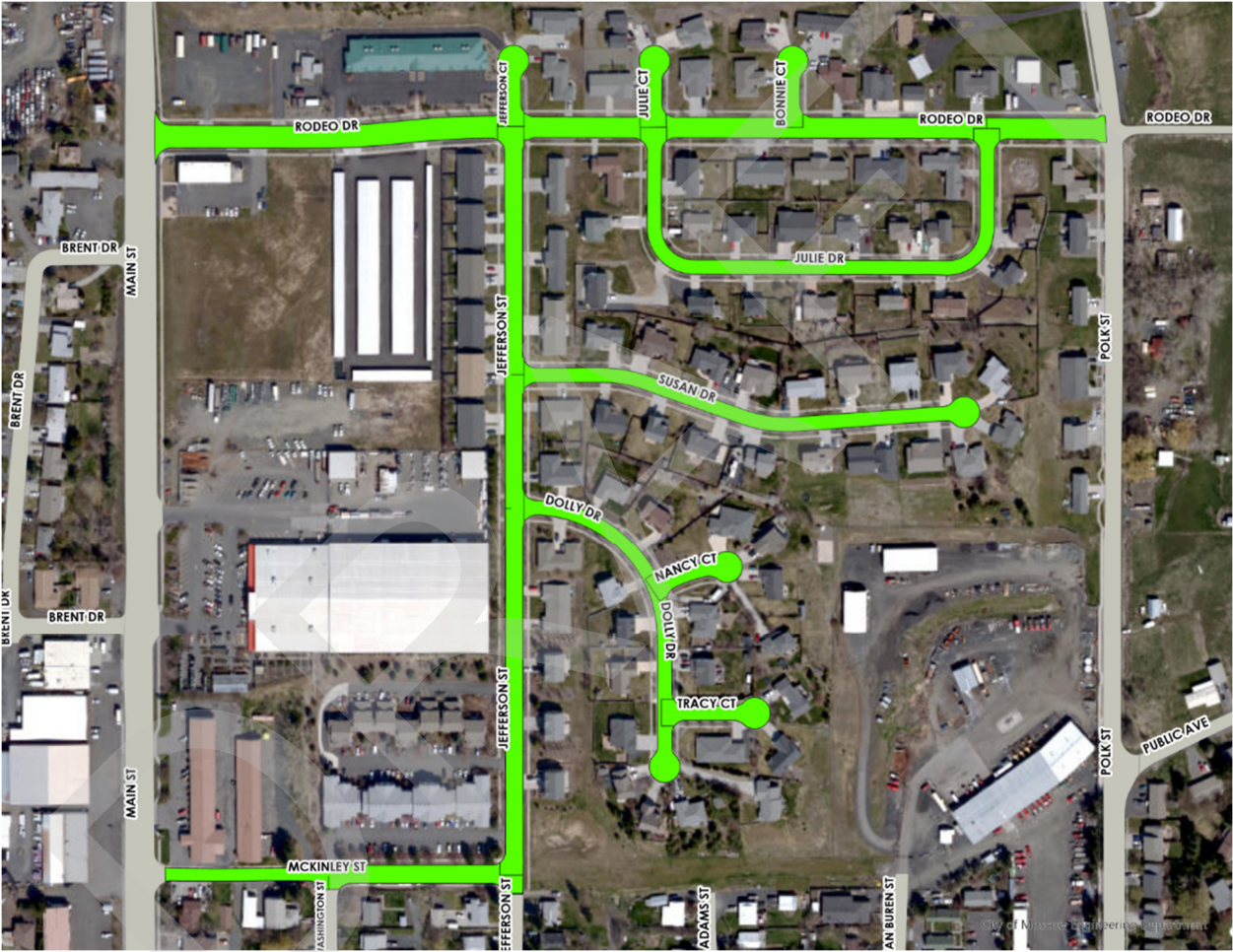
Slurry Seal – 2025 Vicinity Map



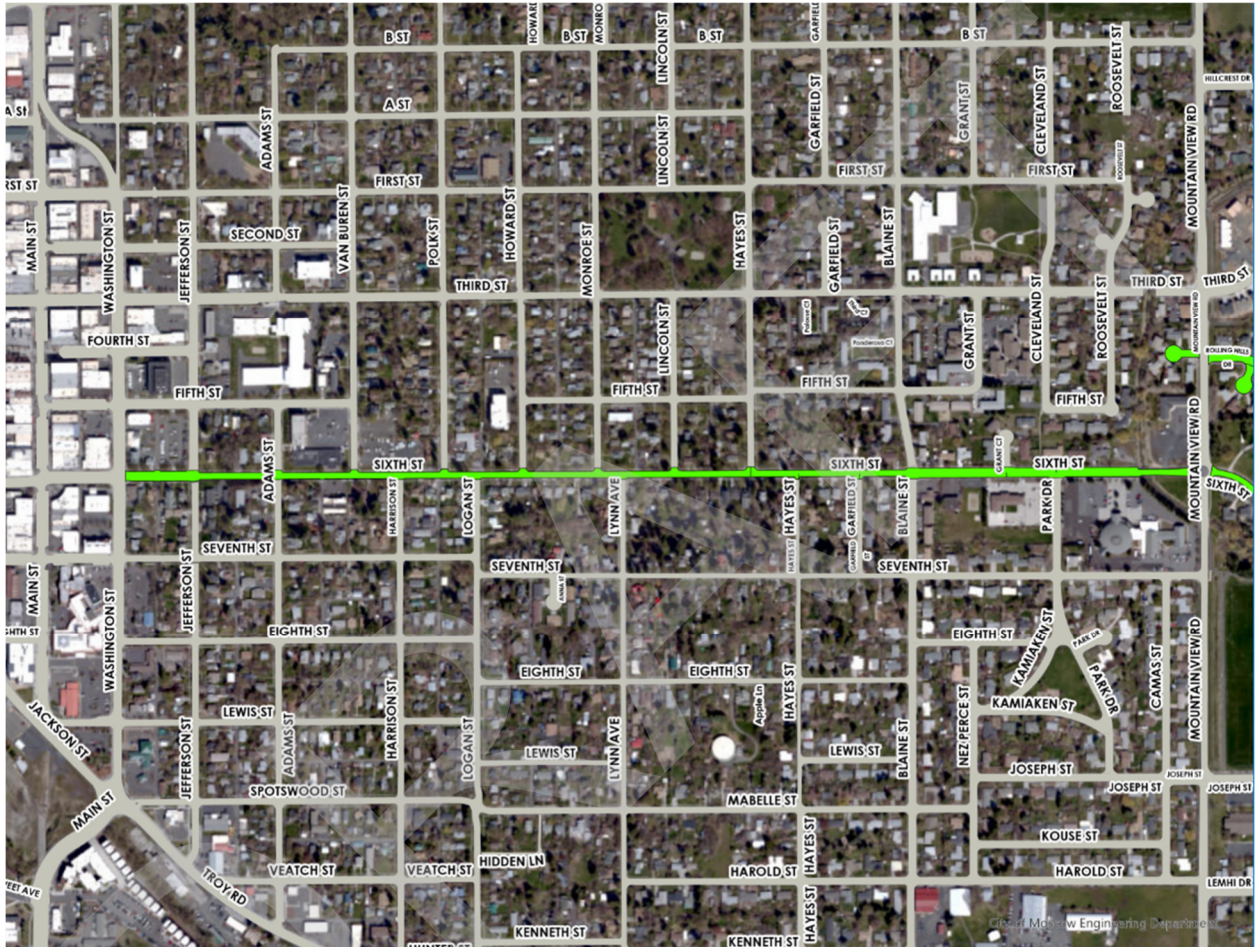
Area One



Area Two



Area Three



Attachment "B"

Ste. 7
86

RECEIVED

FEB 24 2025

12:39 PM

COMM. DEV. BUILDING
ENGINEERING DIVISION
504 S WASHINGTON ST.
MOSCOW, ID 83843
(208) 883-7034

"SEALED BID" Documents Enclosed For:

SLURRY SEAL - 2025

Bidder: Blackline, Inc.

Mailing Address:

13023 NE Hwy 99, Ste 7

PMB 196

Vancouver, WA 98686

IPWCL #: 009681 - B - 4

*****DO NOT OPEN UNTIL:*****

**TUESDAY, FEBRUARY 25, 2025 @
2:00 PM**

February 12, 2025

ADDENDUM NO. 1

City of Moscow Project: **SLURRY SEAL - 2025**

Project No. **118-025**

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **SLURRY SEAL - 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.

1. **DRAWINGS, SPECIFICATIONS AND PROPOSAL, INVITATION TO BID:**

Amend **Base Bid Schedule**:

Replace the current bid schedule on page 4 of 112 with the base bid schedule attached to this addendum.

SUBMITTED BY:



Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

BLACKLINE, INC.

Firm Name of Bidder

Signature of Bidder **CODY LORENZEN**

PRESIDENT

Title

2/25/2025

Date

BID SCHEDULE

Item		Base Bid			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
1	<i>Mobilization</i>				
SP-1	Asphalt Slurry Seal Coat Type II	132,598	SY	\$2.40	\$318,240.00
Bid Total					\$318,240.00

BLACKLINE, INC.

Firm Name of Bidder

Signature of Bidder CODY LORENZEN

PRESIDENT

Official Title

13023 NE HWY 99, SUITE 7
PMB 196
VANCOUVER, WA 98686

Bidders Mailing Address

009681 - B - 4

Public Works License No.

WASHINGTON

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at WOODLAND, WA

This 24th day of FEBRUARY, 2025



COMMUNITY DEVELOPMENT ENGINEERING DIVISION

**DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:**

SLURRY SEAL- 2025

CITY OF MOSCOW PROJECT NO. 118-025

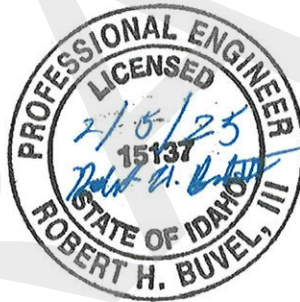
CITY OF MOSCOW, IDAHO

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

Plans, Specifications and Proposal

SLURRY SEAL- 2025

CITY OF MOSCOW PROJECT NO. 118-025



**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 –SLURRY SEAL - 2025**” until **2:00 p.m.**, prevailing local time, **Tuesday, February 25, 2025**, for the following project:

SLURRY SEAL - 2025

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.

The project consists of applying an Asphalt Slurry Seal Coat (Type II) at the following locations:

Area 1	Sixth w. of Mt. View, Panorama, Rolling Hills, White	86,717 SY
Area 2	Rodeo, Jefferson, Julie	27,863 SY
Area 3	Jackson and D Street	18,018 SY

Complete digital Project Manual and Project Plans, may viewed and downloaded at questcdn.com **via the link** provided on The City of Moscow Website at: www.ci.moscow.id.us – click on “Business” / “Bid Opportunities” / “Slurry Seal - 2025”

Once on the Quest site, you may download the digital plan documents for a **non-refundable free of \$22.00**. The Quest project number is **9529221** Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

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

The Contract Documents may also be examined at the City of Moscow Haddock Building (Engineering Division), 504 South Washington Street, Moscow, ID 83843.

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

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

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

Britany Luft, Deputy City Clerk

Publish Dates: February 8, 2025 & February 15, 2025

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 2/25/2025

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 SLURRY SEAL - 2025, (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 Works License Number 009681 - B - 4.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

<u>Subcontractors</u>	<u>Trade Specialty</u>	<u>Idaho Public Works License No.</u>	<u>\$ Amount</u>
a. <u>NONE</u>			
b. _____			
c. _____			
d. _____			
e. _____			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for SLURRY SEAL - 2025 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	Mobilization				
SP-1	Asphalt Slurry Seat Coat Type II	1	SY	SEE ADDENDUM 1	
				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

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Blackline, Inc.
13023 NE Hwy 99 #7 PMB 196
Vancouver, WA 98686

OWNER:

(Name, legal status and address)

City of Moscow
221 East Second Street
Moscow, ID 83843

SURETY:

(Name, legal status and principal place of business)

Contractors Bonding and Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615
Mailing Address for Notices
818 W. Riverside Ave., STE 800
Spokane, WA 99201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 0% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Slurry Seal - 2025, #118-025

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 25th day of February, 2025.


(Witness)

Blackline, Inc.
(Principal)

By:

(Title)

Contractors Bonding and Insurance Company
(Surety)

By:

(Title) Peggy Firth, Attorney-in-Fact


(Witness) Shawn M. Wilson

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Shawn M. Wilson, Nicholas W. Paget, Lauren E Richardson, George C. Schroeder, Shelly Donovan, Teri Bachman, Peggy A. Firth,
jointly or severally

in the City of Spokane, State of Washington its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 19th day of April, 2023.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By:

Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS

On this 19th day of April, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Catherine D. Geiger

Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 25th day of February, 2025.

RLI Insurance Company

Contractors Bonding and Insurance Company

By:

Jeffrey D. Dick

Corporate Secretary

Attachment "C"

February 12, 2025

ADDENDUM NO. 1

City of Moscow Project: **SLURRY SEAL - 2025**

Project No. **118-025**

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **SLURRY SEAL - 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.

1. DRAWINGS, SPECIFICATIONS AND PROPOSAL, INVITATION TO BID:
Amend **Base Bid Schedule**:

Replace the current bid schedule on page 4 of 112 with the base bid schedule attached to this addendum.

SUBMITTED BY:



Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

Firm Name of Bidder

Signature of Bidder

Title

Date

BID SCHEDULE

Item		Base Bid			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
1	<i>Mobilization</i>				
SP-1	Asphalt Slurry Seal Coat Type II	132,598	SY		
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)

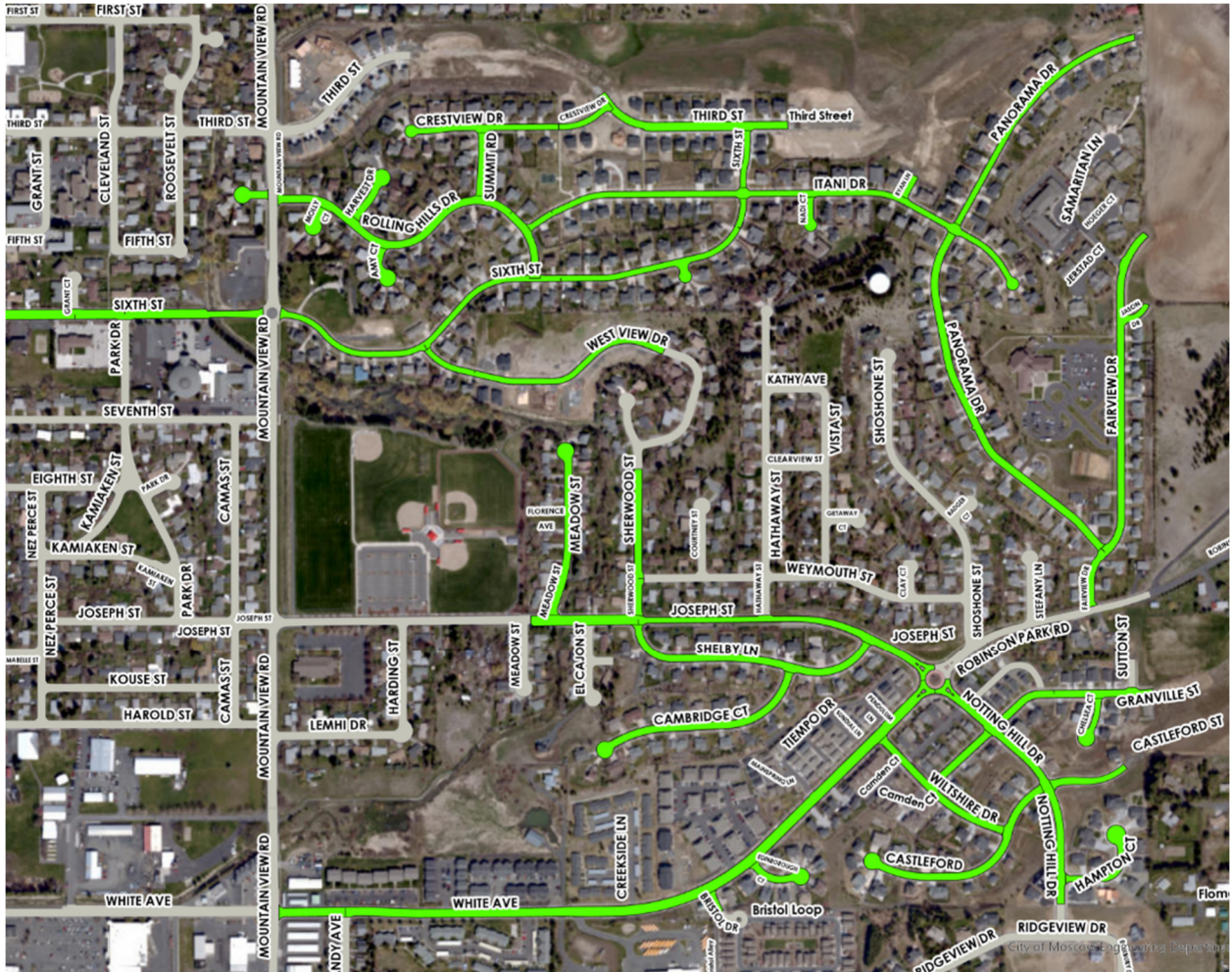
Dated at _____

This ____ day of _____, 2025

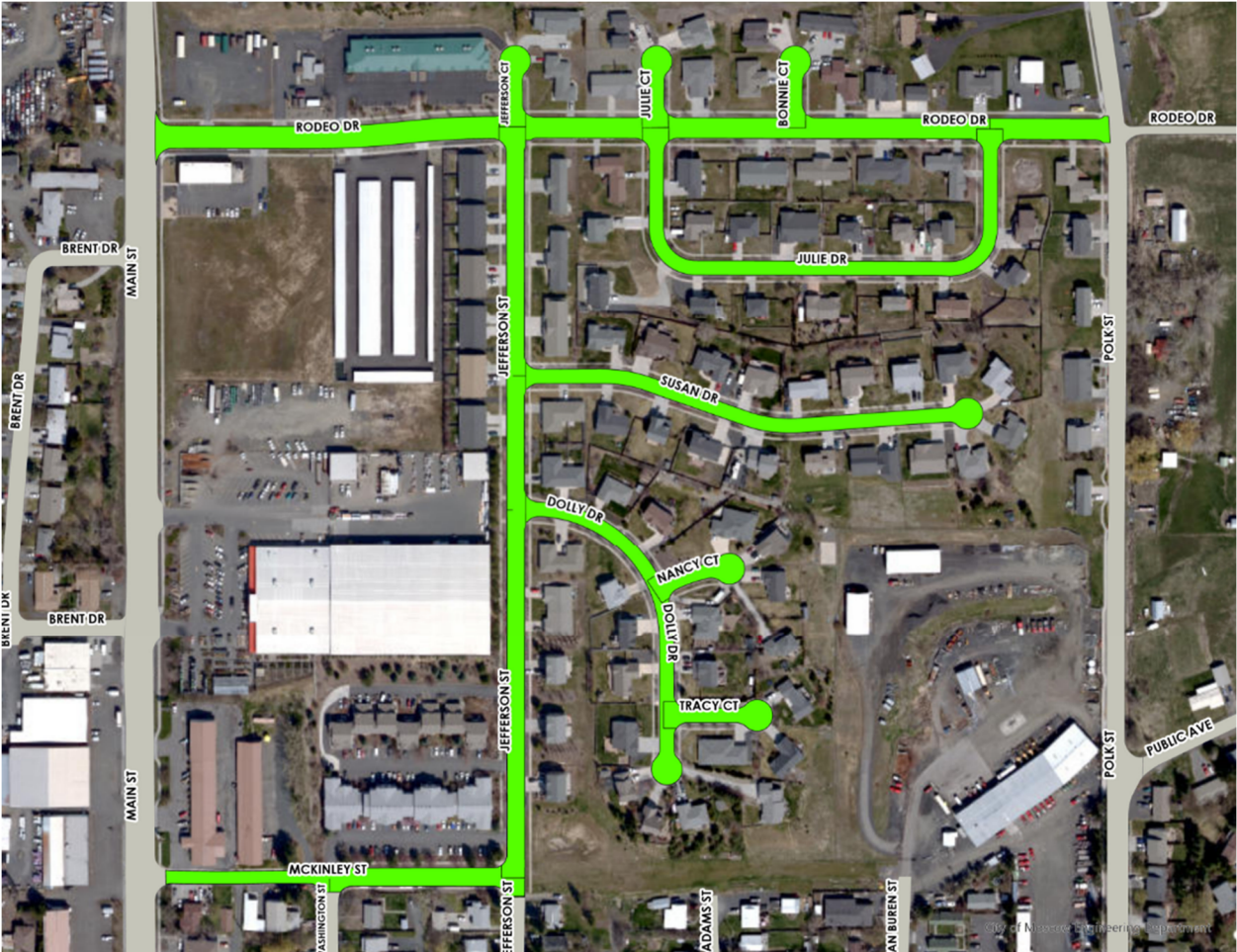
Slurry Seal - 2025
Bids Opened 02/25/2025

				Engineers Estimate		Bid From: LOW BIDDER Blackline		Bid From: Asphalt Preservation		Bid From: VSS International		Bid From: Doolittle Construction	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total	Price	Total	Price	Total	Price	Total
1	Asphalt Slurry Seal Coat Type II	132598	SY	\$2.00	\$265,196.00	\$2.40	\$318,235.20	\$2.81	\$372,600.38	\$2.97	\$393,816.06	\$2.97	\$393,816.06
				TOTAL	\$265,196.00	TOTAL	\$318,235.20	TOTAL	\$372,600.38	TOTAL	\$393,816.06	TOTAL	\$393,816.06

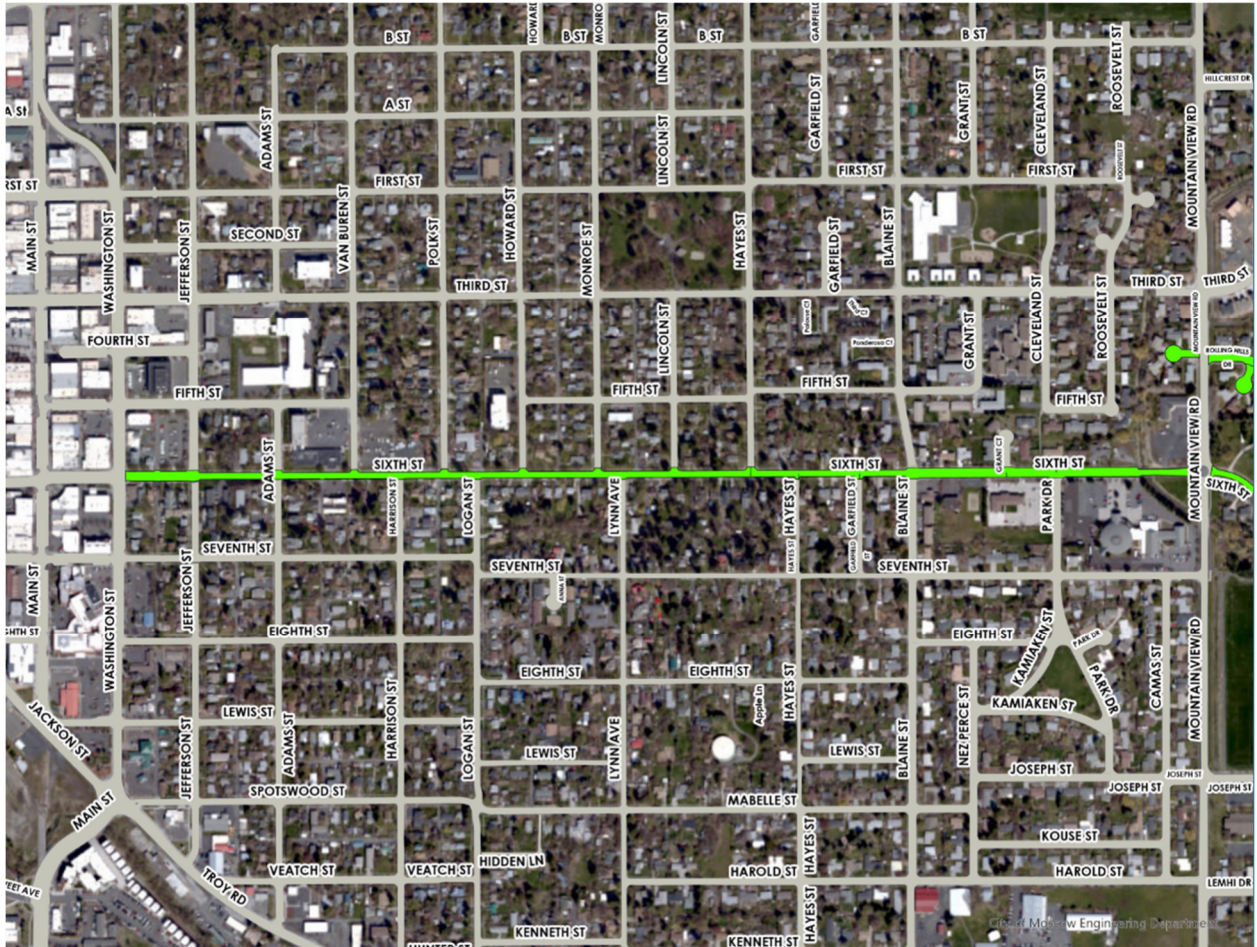
Area One



Area Two



Area Three



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, March 10, 2025



AGENDA ITEM TITLE

Electrical Franchise Agreement Temporary Extension Memorandum of Agreement (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Administrator

ADDITIONAL PRESENTER(S)

Mia Bautista, City Attorney

DESCRIPTION

The City of Moscow originally entered into a non-exclusive electrical franchise agreement dated September 8, 1998, with the Washington Water Power Company pursuant to Ordinance 98-31. Avista Utilities purchased Washington Water Power Company on January 1, 1999, and became the successor to the agreement and was assigned all rights, privileges, responsibilities and the franchise under the agreement. The original franchise agreement contained an initial ten-year term with an automatic renewal of fifteen years from the expiration of the initial term. The agreement has now expired and the City and Avista wish to continue operating under the original agreement until a new franchise agreement can be executed by both parties. Staff has prepared a Memorandum of Agreement to continue to operate under the prior agreement for 12 months or until a new agreement is executed by both parties.

REVIEWED BY

Legal Department

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Memorandum of Agreement with Avista Utilities; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the Memorandum of Agreement with Avista Utilities.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. MOA for Avista Franchise Agreement
2. CONT_1998-39

**MEMORANDUM OF AGREEMENT TO
CONTINUE THE NON-EXCLUSIVE ELECTRICAL FRANCHISE AGREEMENT**

THIS MEMORANDUM OF AGREEMENT TO CONTINUE THE NON-EXCLUSIVE ELECTRICAL FRANCHISE AGREEMENT (hereinafter "MOA"), dated this _____ day of _____, 2025, is made and entered into 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 Avista Corporation d/b/a Avista Utilities (hereinafter "AVISTA"):

WHEREAS, CITY originally entered into a non-exclusive electrical franchise agreement dated September 8, 1998, with the Washington Water Power Company pursuant to Ordinance 98-31 (hereinafter "Agreement"), which said Agreement was accepted by Washington Water Power Company on September 30, 1998; and

WHEREAS, AVISTA purchased Washington Water Power Company on January 1, 1999, and became the successor to the Agreement and was assigned all rights, privileges, responsibilities and the franchise pursuant to the Agreement; and

WHEREAS, the Agreement was for a ten year term with an automatic renewal of fifteen years from the expiration of the initial term. The Agreement has since expired and the Parties wish to continue operating under the original Agreement until a new franchise agreement can be executed by all the Parties; and

NOW, THEREFORE, AVISTA and CITY agree that all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted along with the following:

1. The Parties agree that this MOA will have a retroactive effective date of September 30, 2023, and this MOA will expire twelve (12) months from date of execution of this MOA or until such time as a new non-exclusive franchise agreement is executed by both Parties.
2. The Parties agree that the Agreement is fully incorporated into this MOA by reference as if copied in its entirety, and that all terms, conditions and responsibilities of the Agreement will be in full force and effect for the duration of this MOA.
3. This MOA contains the entire agreement between the Parties, and no statements, promises, or inducements made by any of the Parties, or agents of any of the Parties are valid or binding unless contained herein. This MOA may not be enlarged, modified or altered except, upon written agreement signed by the Parties hereto.

4. If any part of this MOA is held to be invalid or unenforceable by a court of competent jurisdiction, such holding will not affect the validity or enforceability of any other part of this MOA.
5. All notices, demands, requests, or other communications required to be given or sent to the Parties under this MOA will be in writing and will be mailed by first-class mail, postage prepaid, addressed as noted below, or transmitted by hand delivery or e-mail:

AVISTA

CITY OF MOSCOW
Attn: City Administrator
P.O. Box 9203
Moscow, ID 83843

6. IN WITNESS WHEREOF, the undersigned Parties to this MOA, by and through their respective representatives, certify and declare under penalty of perjury pursuant to Idaho law that the foregoing is true and correct and that (1) this MOA has been validly executed and delivered; (2) they have been granted the authority to sign this document on behalf of their respective entities; and (3) this MOA constitutes a valid binding agreement of such Parties enforceable in accordance with its terms.
7. This MOA may also be executed by the use of electronic signatures pursuant to Idaho Code § 28-50-107. The Parties acknowledge digital signatures are valid and binding to the same force and effect as a handwritten signature.

AVISTA

CITY OF MOSCOW

Arthur D. Bettge, Mayor

DATE: _____

DATE: _____

ATTEST:

Laurie M. Hopkins, City Clerk

6

NOTE:
AGREEMENT AND ACCEPTANCE
ORIGINALS ARE FILED WITH
ORDINANCE 98-31, 6M

ORDINANCE NO. 98-31

AN ORDINANCE OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE GRANTING OF A NON-EXCLUSIVE FRANCHISE TO THE WASHINGTON WATER POWER COMPANY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ELECTRICAL FACILITIES WITHIN THE CITY OF MOSCOW, IDAHO; PROVIDING FOR AND ESTABLISHING A FRANCHISE FEE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, The Washington Water Power Company, a corporation organized under the laws of the State of Washington (hereinafter referred to as "Grantee"), has heretofore filed with the City of Moscow, a municipal corporation of the State of Idaho (hereinafter referred to as "Grantor" or the "City") its written application for a Franchise to locate, construct, operate and maintain poles, wires, underground cables and appurtenances over, under, along and across all of Grantor's rights-of-way and certain public property in the City of Moscow, State of Idaho; and

WHEREAS, Grantor duly fixed the time and place for hearing said application and due and timely notice of said hearing on such application was given pursuant to applicable statute and ordinance, and hearing on said application having been held as prescribed by law, and Grantor having been fully advised in the premises and having determined that it is in the public interest to grant such Franchise in the manner herein set forth; and

WHEREAS, Grantee is engaged in the business of providing electrical utility services to customers consistent with applicable laws and regulations, and Grantor has determined it is in the interest of persons and businesses in this jurisdiction to have access to Grantee's services; and

WHEREAS, no electrical or power system shall be permitted to operate or to occupy or use the streets, public ways, public rights-of-way, roads, or other public property in the City without franchise consistent with the agreements of this Ordinance; and

WHEREAS, in exchange of mutual consideration of the parties as stated herein, it is the desire of the parties to enter into a Franchise Agreement for the provision of electrical facility services for the benefit of the citizens of Moscow, Idaho, in exchange for the granting by the City to the Franchisee the use of public rights-of-way;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF MOSCOW, IDAHO, AS FOLLOWS:

SECTION 1:

It is ordered and agreed that The Washington Water Power Company, its successors and assigns, is hereby granted a non-exclusive Franchise for the purposes identified below and subject to the following terms and conditions:

1. GRANT

Grantor, City of Moscow (hereinafter "Grantor"), hereby grants to Grantee, The Washington Water Power Company (hereinafter "Grantee"), its successors and assigns, the right, power, privilege and authority to enter upon all roads, rights-of-way, streets, and alleys, and upon certain public places or structures lying within the boundaries of Grantor and owned, controlled, or maintained by Grantor, to locate, construct, operate and maintain poles, wires, underground cables and all necessary or desirable appurtenances for the purpose of transmitting and distributing electricity. This Franchise shall allow for the placement of such facilities as may be necessary to provide service within the City and surrounding areas which are subject to this Franchise Agreement. Any facilities which are present upon City-owned or controlled property, other than public right-of-way at the time of the passage of this Ordinance, shall be allowed to continue. Any facilities which are proposed to be placed upon City-owned or controlled property, other than public right-of-way, shall be at City's discretion. Placement of high voltage transmission facilities (i.e. 60 kv or above) which are not already in place on the date of execution of this franchise shall require the written consent of City, which consent shall not be unreasonably withheld. If facilities are to be placed on or over private property, Grantee shall be responsible for securing the necessary easements.

2. WARRANT BY GRANTEE

Grantee warrants it has the technical capability and expertise, financial condition, and legal qualifications to operate this Franchise as provided under this Ordinance.

3. TERM

- A. The rights, privileges and franchise hereby granted to, and conferred upon Grantee shall, unless this Franchise is sooner terminated as herein provided, extend for a term of ten (10) years from the date of written acceptance hereof by Grantee, which acceptance shall occur no later than thirty (30) days following the approval of this Franchise by Grantor. Grantee shall provide Grantor ninety (90) days' written notice in advance of the expiration date of the term of this Franchise allowing Grantor to review franchise for any alterations. If both parties do not desire to make any changes to the franchise document, this Franchise will then automatically renew for an additional fifteen (15) year period from the expiration of the initial term.
- B. In the event that technologies and practices associated with electrical generation and/or distribution change to such extent as to materially affect the parties' ability to substantially perform their respective obligations under this franchise, either party may, upon thirty (30) days written notice to the other, request the timely commencement of good faith negotiations for the purpose of modifying or supplementing the provisions of this franchise in order to address such changed circumstances.

4. TRIMMING/REMOVAL OF TREES

The right of Grantee to maintain its lines, facilities and appurtenances shall include the right, as exercised in Grantee's sole discretion, to cut, trim or remove any and all trees, brush or shrubs growing in, on, or hanging over any City roads, rights-of-way, streets,

alleys or City property which interfere with or may reasonably be determined to interfere with Grantee's installations, including wires, poles, conduits or other apparatus of Grantee, its successors and assigns. All trimming and removal activities shall be performed in accordance with the City of Moscow Community Forestry Ordinance (Moscow City Code, Title 5, Chapter 8 as amended). Grantee shall notify the owner of its intent to enter upon private property affected for purposes of trimming or removing trees and foliage located thereon. No tree shall be removed from a public right-of-way or other public property without the prior permission of the Grantor.

5. GRANTOR'S USE OF GRANTEE'S FACILITIES

Grantor shall have the right to use Grantee's lines, facilities, and appurtenances for any governmental communication purpose where such use will not unreasonably interfere with the conduct of Grantee's business and in accordance with the standards set forth in Grantee's published standards relating to pole contacts (attached as Exhibits A, B, and E to this Franchise Agreement) and in accordance with the current edition of the National Electric Safety Code. Nothing in Grantee's published standards relating to pole contracts shall change the construction or venue of this Franchise or Franchise Agreement. Such right shall specifically not include the transmission of electrical power or subleasing of such facilities to any person or entity. Grantee shall not charge Grantor for any costs associated with Grantor's use of Grantee's facilities, provided that should Grantor's proposed use of Grantee's facilities require Grantee to upgrade such facilities (i.e. replacement of power poles to provide space for Grantor's use) Grantor shall participate in paying for such upgrade in accordance with Grantee's joint use agreement. Should Grantor abandon the use of any such lines, facilities or appurtenances which have been attached to Grantee's facilities, Grantor shall cause the same to be removed in a timely fashion. Grantor shall indemnify Grantee for any and all damages resulting from Grantor's use of Grantee's facilities pursuant to this section.

6. RIGHT OF EXCAVATION

For the purpose of carrying into effect the privileges granted hereunder, Grantee is authorized upon five (5) days' prior notice to Grantor to make all necessary excavations in the streets, alleys, roads, rights-of-way and public grounds within City limits. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the rights of the public as may be feasible. Grantee shall restore all streets, alleys, roads, rights-of-way and public grounds to a standard required by City for conditions of safety and use after excavation. In case any obstruction caused by Grantee shall remain longer than seven (7) days after notice by Grantor to remove it, or in case of neglect by Grantee to safeguard any dangerous places, Grantor may remove such obstruction or safeguard such dangerous places at the expense of Grantee.

7. NON-INTERFERENCE WITH EXISTING FACILITIES

A. All construction, installation, repair or relocation of lines and appurtenances performed by Grantee along or under the roads, rights-of-way or properties subject to this Franchise shall be done in such a manner as not to interfere with the construction and maintenance of other utilities, public or private, drains, drainage ditches and structures, irrigation ditches and structures located therein,

nor with the maintenance, grading or improvement of such roads, rights-of-way or other public property subject to this Franchise.

- B. All installation of facilities by Grantee shall be of a permanent nature, durable, and installed in accordance with the provisions of the Moscow City Code and any and all adopted uniform codes as well as rules and regulations of any governmental entity having jurisdiction therein as well as in accordance with good engineering practices performed by experienced maintenance and construction personnel so as not to endanger or interfere with the improvements Grantor may deem appropriate to make, or to interfere in any manner with the rights of any property owner, or unnecessarily hinder or obstruct intermodal traffic.
- C. Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public.

8. NECESSARY CONSTRUCTION/MAINTENANCE BY GRANTOR

- A. Nothing in this Franchise shall be construed to prevent Grantor from constructing, maintaining, repairing, or relocating sewers; grading, paving, maintaining, repairing, relocating, and/or altering any street or other public way; constructing, laying down, repairing, maintaining, or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk, right-of-way, or other public work or property.
- B. Grantee shall comply with all valid ordinances, rules and regulations relating to constructions, excavation and the breaking, opening and closing of ground in public property and rights of way, including applicable traffic control standards and applicable standards governing the location, height and/or depth of installations within or over such properties. The time within which excavations shall remain open shall be limited to that which is necessary to complete necessary repairs or installations.
- C. Grantee shall, where required and except in cases of emergency where time is of the essence, submit a plan of its proposed installation and secure a permit therefore (at no cost) prior to the commencement of construction; "as built" plans shall be furnished to City, should actual construction differ from original plans previously submitted.

9. CONDUCT OF GRANTEE'S BUSINESS

Grantor shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of Grantee's business. Service shall be supplied to Grantor and its inhabitants in accordance with Grantee's rules, regulations, fees, and tariffs filed or hereafter filed with the Idaho Public Utilities Commission or other appropriate regulatory body of this State having jurisdiction over Grantee.

10. RIGHTS OF INGRESS/EGRESS

Grantee, its agents and employees, shall have the right and power of ingress and egress upon its customers' properties for the purpose of installing, servicing and maintaining its facilities, including the testing and reading of service meters.

11. VACATION OF PROPERTIES BY GRANTOR

If, at any time, Grantor shall vacate any road or right-of-way, or sell or otherwise divest itself of other public property which is subject to rights granted by this Franchise, to the extent permitted by law, such vacation shall be subject to the reservation of a perpetual easement in favor of Grantee for the purpose of operating and maintaining the facilities of Grantee and other public utilities. Grantor shall also continue to permit Grantee to operate and maintain its facilities in or on the vacated property consistent with and subject to this Franchise.

12. RELOCATION OF FACILITIES

Grantor shall notify Grantee of any intended or expected requirement or request to relocate Grantee's facilities as early as practicable, but not later than one hundred twenty (120) days prior to any such relocation when the requirement or request reasonably could have been foreseen by that date. Grantor shall endeavor to cause any such relocation to be consistent with any applicable long-term development plan or projection of Grantor or approved by Grantor. If, at any time, Grantor shall cause or require the alteration or the improvement (the "Improvement") of any road, highway or right-of-way wherein Grantee maintains facilities subject to this Franchise by grading or regrading, planking or paving the same, changing the grade, altering, changing, repairing or relocating the same or by constructing drainage or sanitary sewer facilities, Grantee upon written notice from Grantor shall, with all diligent speed, change the location or readjust the elevation of its system and other facilities so that the same shall not interfere with such work and so that such equipment and facilities shall conform to such new grades or routes as may be established. The relocation of Grantee's facilities anywhere within the public right-of-way shall be at the sole expense of Grantee unless: (1) the improvement was not paid for solely by public funds, in which case Grantor agrees to make reasonable efforts to facilitate an agreement between the adjoining and/or affected property owners or developers to pay for the costs of relocation; or (2) Grantor has failed to provide the required advance notice, in which case any and all increased costs caused by the failure to provide such notice shall be paid by Grantor; or (3) the required move forces Grantee off public right-of-way, in which case Grantor will provide for proper easement or right-of-way to accommodate said relocation.

13. UNDERGROUNDING OF FACILITIES

Grantor, subject to applicable laws, rules, regulations and tariffs, may direct Grantee, at Grantee's expense, to install (or relocate from above ground to below ground) wires, transformers or other apparatus for the distribution of electricity under ground, after a finding by Grantor that such relocation is reasonably required for the public interest, safety, and/or convenience, with Grantee's concurrence, that such installation is feasible and practical. Only the increased cost of such installation or relocation of existing facilities to provide for underground service shall be borne and paid by Grantor subject to law and such rules, regulations, fees, and tariffs as the appropriate state regulatory agency may prescribe or approve. "Increased cost" is the actual cost to Grantee in labor and materials to move the facilities underground over and above what the cost to Grantee in labor and materials would have been to place those facilities above ground. Grantor shall endeavor to cause any such undergrounding to be consistent with any

applicable long-term development plan or projection of Grantor or approved by Grantor. If, at any time, Grantor shall cause or require the alteration or the improvement (the "Improvement") of any road, highway or right-of-way wherein Grantee maintains facilities subject to this Franchise by grading or regrading, planking or paving the same, changing the grade, altering, changing, repairing or relocating the same or by constructing drainage or sanitary sewer facilities, Grantee, upon written notice from Grantor shall, with all diligent speed, change the location or readjust the elevation of its system and other facilities so that the same shall not interfere with such work and so that such equipment and facilities shall conform to such new grades or routes as may be established.

14. PRESERVATION OF GRANTOR'S RIGHTS TO CONTROL

Grantor, in granting this Franchise, does not waive any rights which it may now have or may hereafter acquire with respect to road or other rights-of-way or other property of Grantor under this Franchise, and this Franchise shall not be construed to deprive Grantor of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control Grantor's roads, rights-of-way and other public property covered by this Franchise.

15. EMERGENCY REMOVAL BY GRANTOR

Grantor reserves the right to remove any such wires, poles, or apparatus herein provided for in case of general conflagration or in other cases of extreme emergency where there is neither the time nor the opportunity for Grantee to perform such work. Grantor shall use reasonable care in the exercise of such emergency powers. Grantor shall indemnify and hold harmless Grantee, its successors and assigns, against any and all property damage, personal injury, death, or other liability to third parties sustained as a result of the negligent exercise of such reserved emergency powers, and shall, at its expense, restore Grantee's facilities removed as a result of such exercise.

16. NON-EXCLUSIVE FRANCHISE AND FRANCHISE FEE

- A. This Franchise shall not be deemed to be an exclusive Franchise. It shall in no manner prohibit Grantor from granting other franchises of a like nature or franchises to other public or private utilities under, along, across, over and upon any of Grantor's roads, rights-of-way or other property of Grantor subject to this Franchise and shall in no way prevent or prohibit Grantor from constructing, altering, maintaining or using any of said roads, rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other property of Grantor or affect its jurisdiction over such property to make all necessary changes, relocations, repairs, maintenance, etc., insofar as Grantor may deem fit.
- B. Grantor hereby imposes a franchise fee of one percent (1%), which fee shall be collected and paid to Grantor by Grantee during the term of this Franchise Agreement unless changed as provided herein.
- C. Grantor hereby reserves to itself the right, at any time during the term and existence of the Franchise herein granted, to alter, increase or decrease any franchise fee as authorized by the law of the State of Idaho or, if applicable, by Grantor, and Grantee shall collect and pay the same to Grantor. Grantor shall

give ninety (90) days' notice to Grantee prior to the alteration of any franchise fee.

17. EQUALITY OF FRANCHISE FEES AND COSTS

In the event that Grantor charges or imposes upon Grantee any fees, taxes or other costs in connection with the issuance, maintenance, existence, continuation, or use of the franchise, or the public rights-of-way or property governed hereby, then Grantor shall impose equivalent charges, fees, taxes or costs upon any other franchisee in the same business or competing with Grantee. Should Grantor enter into a franchise agreement more favorable or less burdensome with another franchisee, Grantee may require that the responsibilities under this Franchise be reduced so that the burdens placed on franchises are relatively equal.

18. FORFEITURE

If Grantee shall violate or fail to comply with any of the provisions of this Franchise through willful and/or unreasonable neglect or willful and/or unreasonable failure to heed or comply with any notice given Grantee pursuant to the provisions of this Franchise, then Grantee shall forfeit all rights conferred hereunder and this Franchise may be revoked or annulled by Grantor; provided, however, Grantor shall give ninety (90) days' written notice of its intention to revoke or annul the Franchise during which period Grantee shall have the opportunity to remedy any breach. Such notice shall be given to Grantee's office located at 411 South Main Street, Moscow, Idaho, or to Grantee's Real Estate Department located at its corporate offices.

19. EXPANSION OF GRANTEE'S FACILITIES

Any facilities and appurtenances in streets, alleys, rights-of-way and public places, incidental to the Franchise, that have been, or are at any future time acquired, leased, or utilized in any manner by Grantee, are thereupon to be deemed authorized by and shall be subject to all provisions of this Franchise.

20. CHANGE OF BOUNDARIES OF GRANTOR

Any subsequent additions or modifications of the boundaries of Grantor, whether by annexation, consolidation, vacation or otherwise, shall be subject to the provisions of this Franchise as to all such areas. Grantor shall notify Grantee of the precise scope of any change of boundaries not less than sixty (60) days prior to such change becoming effective.

21. GRANTEE'S PRIOR FRANCHISES SUPERSEDED

This Franchise shall update and supersede all prior franchises for the above-stated purpose heretofore granted to The Washington Water Power Company or its predecessors, by Grantor, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by this Franchise.

22. ASSIGNMENT OF FRANCHISE

Grantee, its successors and assigns, shall have the right to sell, transfer or assign this Franchise. All provisions, conditions, regulations and requirements herein contained shall be binding upon and inure to the benefit of the successors and assigns of the

parties hereto. In no event shall a transfer or assignment of ownership or control be approved without the transferee becoming a signatory to this Franchise.

23. EFFECT OF INVALIDITY

The Franchise is granted pursuant to the laws of the State of Idaho. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of Grantee.

24. NO DISCRIMINATION

Grantee shall not deny service, deny access, or otherwise discriminate against customers, subscribers, entities, citizens, or any person on the basis of race, color, religion, national origin, sex, gender, sexual orientation, or age. Grantee shall comply at all times with all other applicable, federal, state and local laws, statutes, and ordinances, and all executive and administrative orders relating to non-discrimination.

25. LIABILITY INSURANCE

- A. Grantee shall maintain throughout the term of the Franchise, liability insurance insuring Grantee and naming as a co-insured Grantor, its officers, boards, commissioners, agents, and employees, with regard to all liabilities except workers compensation in the minimum amounts of Five Hundred Thousand Dollars (\$500,000.00) for bodily injury or death to any one (1) person; One Million Dollars (\$1,000,000.00) for bodily injury or death resulting from any one (1) accident; One Million Dollars (\$1,000,000.00) for all other types of liability.
- B. At time of acceptance, Grantee shall furnish to Grantor satisfactory evidence that an insurance policy has been obtained. The insurance policy shall require that Grantor be notified thirty (30) days prior to any expiration or cancellation.
- C. In lieu of a policy of insurance Grantee may provide Grantor with evidence that it has, and will continue to maintain, a policy of self-insurance with limits of retained assets which meet or exceed the aforementioned amounts.
- D. Grantor shall not be required to obtain or to provide insurance under this Franchise Agreement.

26. INDEMNITY

- A. Grantee agrees to defend, indemnify and hold harmless Grantor, its appointed and elected officers, and its employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that Grantor may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the construction, installation, maintenance, condition or operation of Grantee's equipment or facilities, or appurtenances thereto, connected with this Franchise, that now or may hereafter be upon, under, over, in, across or along, the highways, roads, alleys, bridges or other public ways or places of Grantor; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Grantor.

- B. Grantor agrees to defend, indemnify and hold harmless Grantee, its officers and employees from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that Grantee may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of Grantor, its officers, employees, or agents; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Grantee.

27. ABANDONMENT OF FRANCHISE

Grantee may at any time abandon the rights and authorities granted hereunder, provided that one hundred twenty (120) days' prior written notice of intention to abandon is given to Grantor.

28. CONSTRUCTION AND VENUE

Grantor and Grantee agree that this Franchise and this Franchise Agreement shall be construed under and governed by the laws of the State of Idaho. If there is any conflict between this Franchise Agreement and any exhibits or attachment hereto, including those related to Grantee's published standards relating to pole contracts, this Franchise Agreement supersedes, nullifies, and controls such conflict. In the event of litigation concerning this Franchise or Franchise Agreement, it is agreed by Grantor and Grantee that the proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the county of Latah.

29. ACCEPTANCE OF FRANCHISE

Grantee shall notify Grantor in writing of its acceptance of this Franchise within thirty (30) days of the approval of this Franchise by Grantor.

SECTION 2: SEVERABILITY.

Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 3: EFFECTIVE DATE.

This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED by the City Council and APPROVED by the Mayor this 8th day of September, 1998.

ATTEST:


Gilbert F. Myers, City Clerk



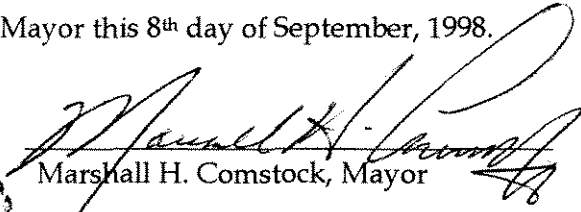

Marshall H. Comstock, Mayor

EXHIBIT A TERMS AND CONDITIONS SPECIFIC TO POLE ATTACHMENTS

Licensee shall meet all terms and conditions of the Agreement including the following rules specific to Licensors' Transmission and Distribution Poles.

1. Licensee shall comply with Licensors' specifications and guidelines including those attached hereto as Exhibit B or as they may from time to time be prescribed by Licensors.
2. Promptly after they are selected, Licensee shall provide Licensors' Joint Use Administrator with the names and other pertinent information of Licensee's proposed design consultants, right-of-way/permitting consultants and installation contractors and subcontractors for Licensors' approval, which approval shall not be unreasonably withheld.
3. As part of the **Route Application ("RA")** Licensee shall provide a proposed engineering, design and construction plan and specifications for the installation of the cable for Licensors' review and approval. Licensors' review of licensee's plans and specifications, or any changes thereof required by Licensors shall not constitute acceptance or warranty with respect to the adequacy or safety of such plans.
4. The RA must include the distances from the proposed **telecommunications cable ("Cable")** to electric power conductors and hardware and to the attachments of others.
5. The RA must include applicable data for the proposed installation including the diameter, unit weight, sag and tension of the Cable and messenger.
6. If Cables with metallic components are installed on Licensors' Poles, Licensee shall be responsible for the installation, maintenance and repair of all electrical bonding, provided that all bond connections to Licensors' facilities will be made by Licensors at the sole expense of Licensee.
7. Licensee's **amplifiers, power supplies, translators and other facilities required for the operation of the Cable ("Equipment")** shall not interfere with the facilities of or use of Licensors' Structures, and shall be in conformity with such requirements and specifications as Licensors may from time to time prescribe, including but not limited to climbing space, working space, separation from power conductors and clearance above ground.
8. Licensee will install, own and maintain all hooks, brackets, crossarms, guys and similar facilities required to support the weight or tension of its Cable. Such facilities shall meet Licensors' material and construction specifications. If Licensee installs such facilities improperly, installs inappropriate facilities, or does not install appropriate facilities, Licensors may elect to install appropriate facilities at Licensee's sole risk and expense. Licensee, on demand, shall reimburse Licensors for the entire reasonable expense incurred for such work.
9. Licensors has the right to inspect and monitor all work on and near Licensors' Poles by Licensee.
10. When entering the **path of the Cable between specific end points ("Route")** for purposes of installation or maintenance, Licensee shall exercise due care to prevent damage to Licensors' facilities and adjacent properties and shall repair any damage that may be caused by such access. Licensee shall comply with all agreements and requirements associated with Licensors' rights-of-way along the Route or access thereto, and shall repair damage to the Route and adjacent properties. Licensee shall comply with Licensors' reasonable requests to utilize alternate means of installation if necessary to prevent damage to Licensors' facilities and adjacent properties. Licensee shall hold Licensors harmless from all third-party claims of any kind or nature whatsoever associated with Licensee's access to the Route or adjacent properties.

11. If deemed necessary by the Parties, Licensee and Licensor shall endeavor to jointly develop practices and procedures for emergency restoration of telecommunications service.
12. No later than the tenth day of each month, Licensee shall deliver a report of all new service attachments to Licensor. Such report shall list the number of new attachments to Poles for overhead services, the number of new risers for underground service and the addresses of the new customers served (for audit reference only). In the event that no new Poles are contacted, the report will so indicate. This report will satisfy the requirement for RAs for Attachment of service drops only; all Attachments which are not service drops require approvals by Licensor prior to construction. All Attachments installed without prior approval are subject to review and revision or removal at Licensee's sole expense.
13. As compensation for the use of space on Licensor's Poles on each Route, Licensee shall pay to Licensor, at the beginning of each Contract Year of the Agreement, the following amounts for each existing RLA for Licensee's attachments to Licensor's Poles:

Rate per Cable attachment	x	number of Cable attachments
+ Rate per equipment attachment	x	number of equipment attachments
+ Rate per anchor attachment	x	number of anchor attachments
+ Rate per riser attachment	x	number of risers

14. The rates for attachments will be recomputed annually using the formulas that follow:

14.1. Cable Attached to Licensor's Poles:

$$\text{Pole Rate} = \frac{\text{Space Occupied by Cable}}{\text{Total Usable Space}} \times \frac{\text{Net Investment in Poles}}{\text{Number of Poles}} \times \text{Carrying Charge}$$

14.2. Equipment Attached to Licensor's Poles:

$$\text{Equipment Rate} = 2 \times \text{Pole Rate}$$

14.3. Guys Attached to Licensor's Anchors:

$$\text{Anchor Rate} = \frac{\text{Number of Guys}}{\text{Total Number of Guys}} \times \frac{\text{Net Investment in Anchors}}{\text{Number of Anchors}} \times \text{Carrying Charge}$$

14.4. Risers Attached to Licensor's Poles:

$$\text{Riser Rate} = \frac{\text{Height of Riser}}{4} \times \frac{\text{Net Investment in Poles}}{\text{Number of Poles}} \times \text{Carrying Charge}$$

15. Licensee shall keep the Attachment and the span free of trees by either operating its own tree trimming program or paying a fair and reasonable share of Licensor's tree trimming on the applicable Route.

EXHIBIT B SPECIFICATIONS AND GUIDELINES FOR POLE ATTACHMENTS

1. Current copies of the specifications and guidelines listed below are attached as Exhibit B and shall be used by Licensee for all work and installations on Licensor's Transmission and Distribution Poles.

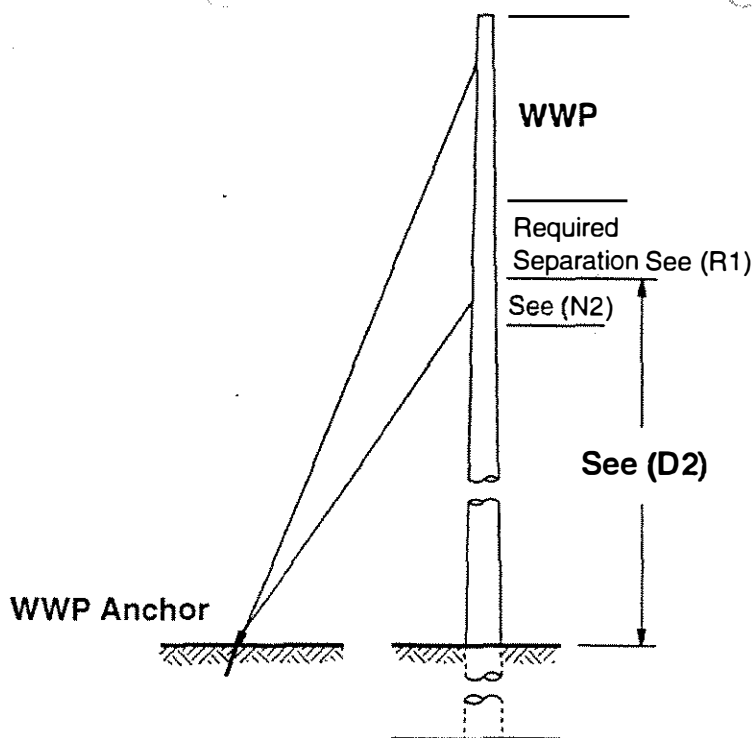
2. Licensor's specifications and guidelines may be revised or expanded from time to time.

3. Specifications:

<u>NUMBER</u>	<u>TITLE</u>
DO-1.410	Joint Use General Requirements
DO-1.411	Joint Use Minimum Pole Requirements
DO-1.420	Joint Use Vertical Clearance
DO-1.421	Communication Crossarms
DO-1.430	Joint Use Climbing Space
DO-1.431	Joint Use Crossarm Climbing Space
DO-1.440	Joint Use on Steel Poles
DO-1.441	Joint Use on Air Switch Poles
DO-1.442	Joint Use Pole Strength Limits for 3-Phase Poles
DO-1.443	Joint Use Pole Strength Limits for Single-Phase Poles
DO-1.450	Joint Use Power Connections
DO-1.451	Joint Use Conduit Clearances
DO-1.452	Joint Use Manholes, Risers and Equipment
DO-1.453	Joint Use Temporary Attachments
DO-1.460	Joint Use Guying
DO-1.462	Joint Use Anchor Limits
DO-1.470	Joint Use Agreements; New Poles
DO-1.471	Joint Use Agreements; Existing Pole without Joint Use
DO-1.472	Joint Use Agreements; Interset Poles
DO-1.473	Joint Use Agreements; Pole Maintenance
DO-1.480	Joint Use Cable Identification (Tagging)

4. Guidelines:

<u>NUMBER</u>	<u>TITLE</u>
DN-4.0	Guidelines for Telecommunications Contractor Qualifications



DIRECTIONS:

- D1. All attachments to WWP poles **must** meet the following general requirements and the specific requirements in the joint use standards that follow. Joint Users **must** refer to their Joint Use Agreements with WWP for specific requirements.
- D2. Attachment height will be approved by WWP **prior** to attachment.
- D3. Communication cable attachments **must** be on the same side of the pole as WWP neutral.
- D4. Communication cables **must** be in the communication space and separated from each other by 12 inches, when attached directly to the pole. TV cables **must** be installed above telephone cables unless an alternative is approved in advance by the WWP Joint Use Administrator.
- D5. **Attachments to all WWP anchors must be approved prior to attachment. All unbalanced tensions must be guyed.**
- D6. Ungrounded communications down guys must be insulated if the pole supports any conductor of more than 300 volts (R4).

NOTES:

- N1. Additional clearances from ground and obstructions are the responsibility of the individual company and may require taller structures. Prior arrangements must be made with WWP.
- N2. 12 inches vertical separation between communication cables is specified by the FCC and local State Commissions.

REFERENCES:

- R1. Vertical Clearances Specification DO-1.420.
- R2. Climbing Space Specification DO-1.430.
- R3. Crossarm Climbing Space Specification DO-1.431.
- R4. Use of Guy Insulators NESC 279.A.2.

 DISTRIBUTION STANDARDS  Washington Water Power	Joint Use General Requirements	DATE 03/13/98
		PAGE 1 of 1
		SPEC DO-1.410

WWP (N1)		POLE HEIGHT
Single Circuit	In-line	45 feet
	Buck	50 feet
Double Circuit	In-line	50 feet
	One bucks	55 feet
	Two bucks	60 feet

DIRECTIONS:

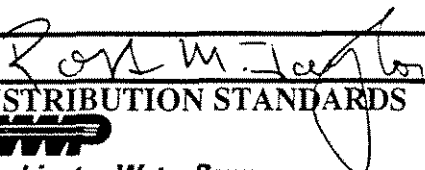
- D1. Use the table above as a guide for the minimum pole requirements for WWP use. Larger poles may be needed to provide adequate clearances and separation for all parties.
- D2. Joint use must be coordinated before construction. TV and telephone may be required to pay for part or all of larger poles when the additional height is required to meet **their** needs.

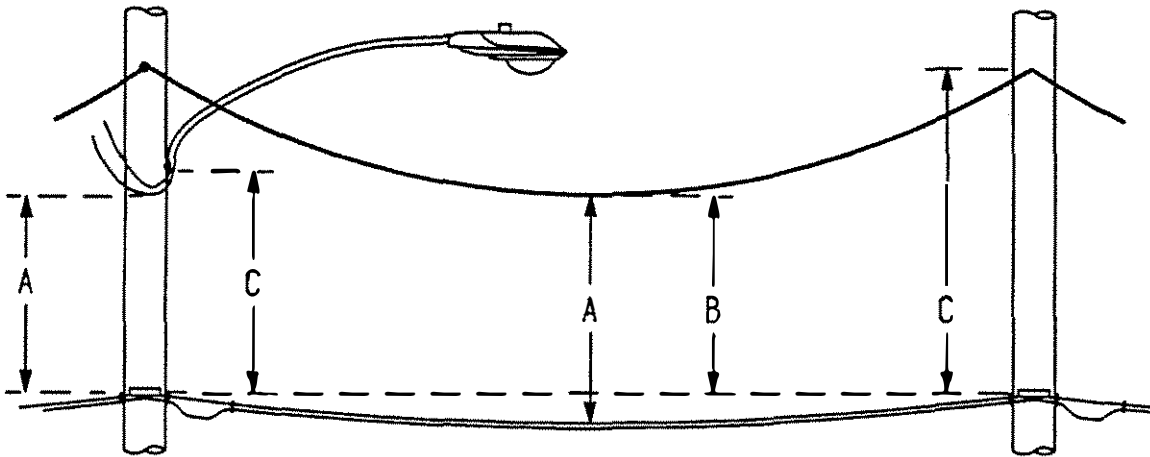
NOTES:

- N1. Poles are framed with the neutral down and with attachment space for both TV and Telephone.
- N2. Pole sizes are based on mid-span separation and clearance requirements with conductor sag of ten feet (spans of about 300 feet).
- N3. New contacts and changes must be coordinated by the Joint Use Administrator

REFERENCES:

- R1. NESC Table 232-1 for ground clearances of communication cables
- R2. For Separation Requirements, see Specification DO-1.420
- R3. For Joint Use Agreements, see Specifications DO-1.470 through DO-1.473

 DISTRIBUTION STANDARDS  Washington Water Power	Joint Use Minimum Pole Requirements	DATE 03/13/98
		PAGE 1 of 1
		SPEC DO-1.411



Minimum Clearances for Communication Cables and Messengers (N1)			
Power Line	Between Cables A	Above Line of Sight B (N2)	At Pole C (N3)
Neutral	36 inches	0 inches	4 feet
Secondary 0-750V	36 inches	0 inches	4 feet
Primary 751-8,750V	36 inches	30 inches	7 feet (N4)
Primary 8751-34,500V	63 inches	30 inches	7 feet (N4)
Street Light Drip Loop	12 inches	0 inches	-
Street Light Mast Arm	-	-	20 inches (N5)

40 inches

DIRECTIONS:

- D1. All attachments **must** meet the general requirements in DO-1.410.
- D2. Communication cables **must** meet all separation requirements above for the voltage involved.
- D3. Sag communication cables below and parallel to the WWP neutral (below and parallel to WWP secondary conductors on poles without a primary circuit).

NOTES:

- N1. Clearances **must** be met with upper conductor (WWP) at 176 degrees F final unloaded sag and lower conductor (cable) at 0 degrees F final unloaded sag.
- N2. Line of Sight limit applies to all spans longer than 150 feet with conductors at 60 degrees F, no wind, final unloaded sag. (R2)
- N3. Clearances at pole are from the horizontal plane touching the lowest part of the WWP wire, mast arm, or secondary rack to the horizontal plane touching the uppermost part of the communication cable.

Ron M. Taylor
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WWP
Washington Water Power

**Joint Use
Vertical Clearance**

DATE 03/13/98

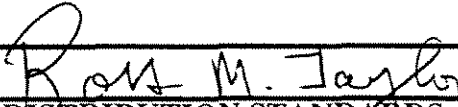
PAGE 1 of 2

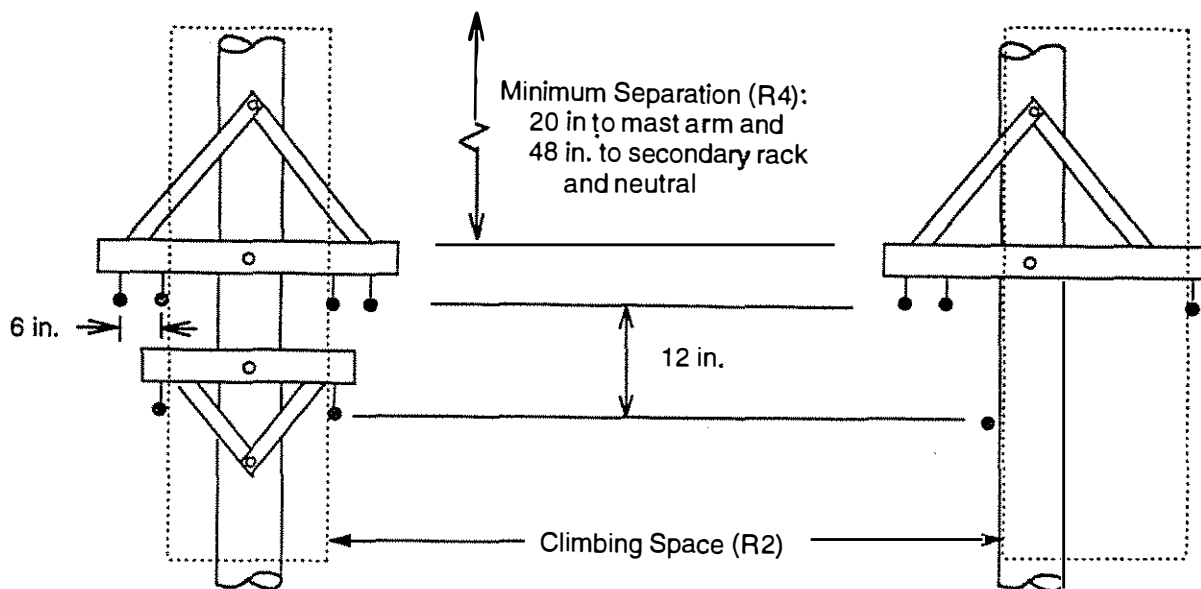
SPEC DO-1.420

- N4. **For all new Communication attachments**, WWP requires a minimum clearance at the pole of 14 feet from the highest communication cable to the WWP primary crossarm bolt. This allows for future circuit upgrades to three phase operation with the neutral framed in the secondary position.
- N5. All Communication brackets, hangers and hooks must be at least 16 inches below the plane of the lowest part of the street light mast arm.

REFERENCES:

- R1. NESC 235C 2b (1), Table 235-5 and NESC 238C & D.
R2. WAC 296-44-21265 and 296-44-21287.

 DISTRIBUTION STANDARDS  Washington Water Power	Joint Use Vertical Clearance	DATE 03/13/98
PAGE 2 of 2		
SPEC DO-1.420		



FRONT VIEW OF POLE

DIRECTIONS:

- D1. When communication arms are required, all existing joint users must move to the arm and all future joint users must install on the arm until the space on the arm is filled. (N3)
- D2. Telecommunication crossarms must be at least 4 feet-8 inches long and braced on both sides.
- D3. All telecommunications crossarms must be installed on the same side of the pole as the power crossarm or transformer.
- D4. The clearance between the top of the crossarm braces and the bottom of the street light mast arm must be at least 2 inches.
- D5. Provide at least 12 inches of vertical separation (R6) between upper and lower cables and between crossarm pole bolts.
- D6. Provide at least 6 inches of horizontal separation ((R5) between telecommunications cables, with no cable closer than 12 inches to the centerline of the pole (N1).

NOTES:

- N1. Provide a horizontal climbing space at least 24 inches wide and 24 inches deep on the back side of the pole (R2).
- N2. Crossarm assembly materials must meet the requirements of WWP specifications including 3400.100 for wood arms and 4853.350 for flat steel braces.
- N3. Attachments separate from the crossarm may be allowed where crossarm attachment is not practical.
- N4. 12 inches vertical separation between communication cables is specified by the FCC and local state commissions.

REFERENCES:

- R1. NESC Table 235-1
- R2. For details on climbing space, see DO-1.431.
- R3. For joint use clearances, see DO-1.420.
- R4. For minimum horizontal separation, see NESC 235B1 Exception 2.
- R5. Minimum vertical separation of communication cables is based on NESC 235G and WWP maximum average span length of 300 feet.

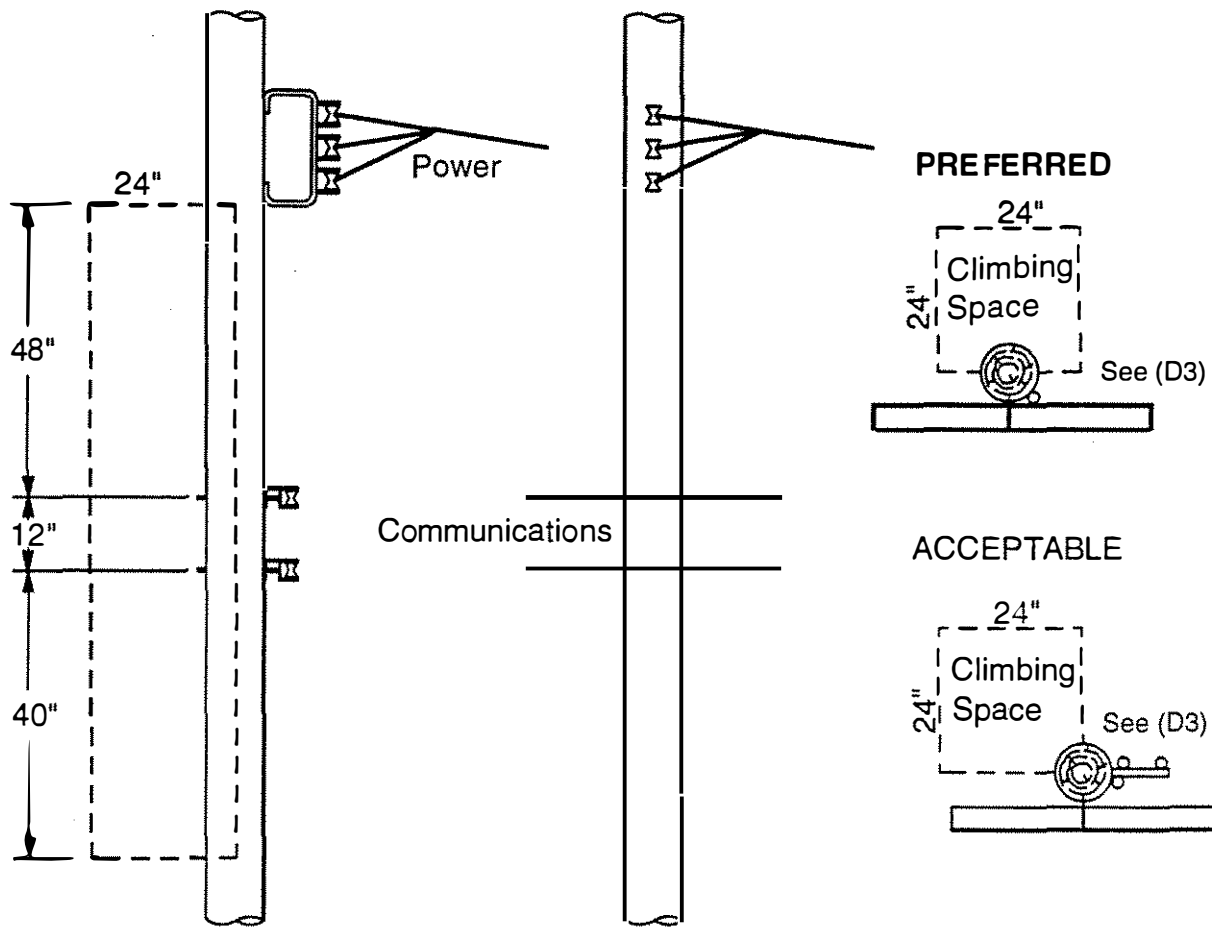
Don M. Taylor
DISTRIBUTION STANDARDS
WWP
Washington Water Power

Communication Crossarms

DATE 03/13/98

PAGE 1 of 1

SPEC DO-1.421

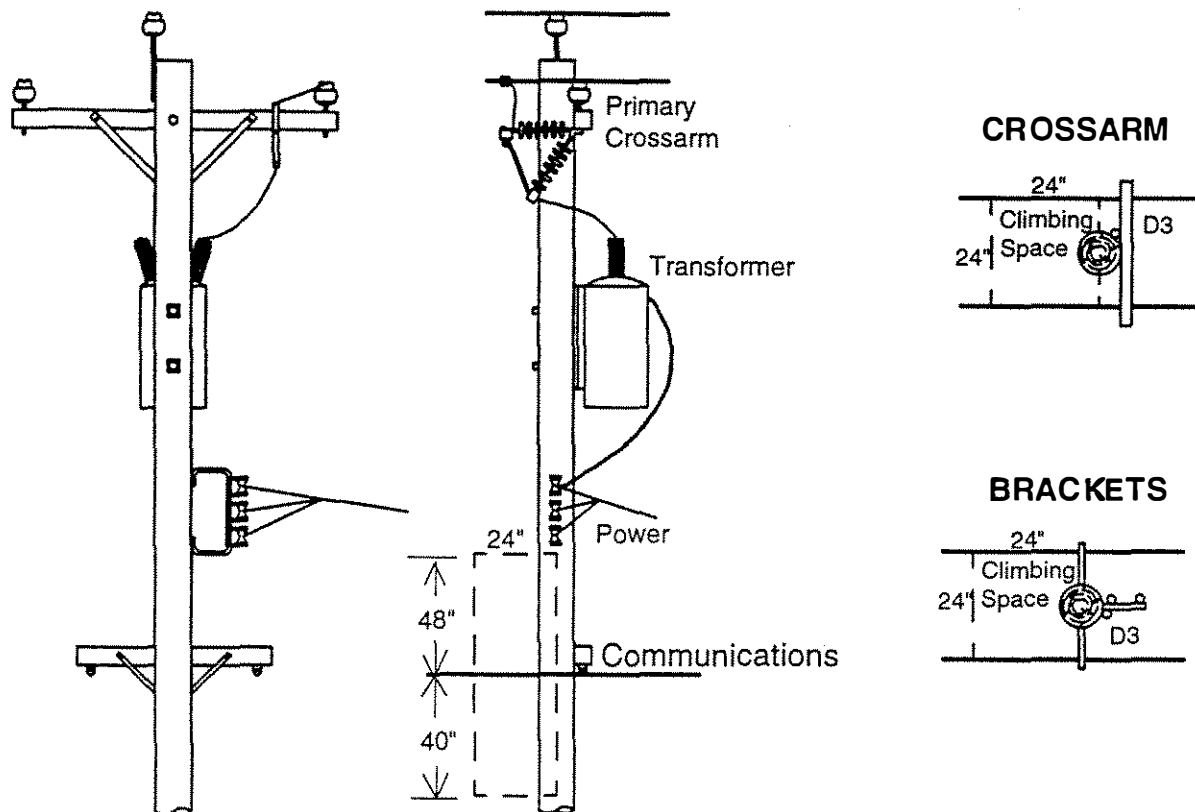


DIRECTIONS:

- D1. Where communication cables are attached to the pole, all such cables must be attached directly below the neutral or service rack of the power system.
- D2. The climbing space through the communication cables **must** -
 - be at least 24 inches by 24 inches,
 - extend at least 48 inches above the upper cable and 40 inches below the lower cable.
- D3. **Equipment must not be installed in the climbing space** (subscribers' drops, amplifiers, ground wires, risers, etc.).
- D4. **Locate conduits, ground wires and ground moldings outside the climbing space and under the power transformer or crossarm.**
- D5. 12 inches vertical separation between communication cables is required at the pole and at all points throughout the span.

REFERENCES:

- R1. NESC 235C1,236
- R2. Vertical Clearances Specification DO-1.420.
- R3. WAC 296-44-21273.



DIRECTIONS:

- D1. Where communication cables are attached to the pole, all such cables must be attached directly below the neutral or service rack of the power system.
- D2. The climbing space through the communication cables must -
- be at least 24 inches by 24 inches,
 - extend at least 48 inches above the upper cable and 40 inches below the lower cable.
- D3. **Equipment must not be installed in the climbing space** (subscribers' drops, amplifiers, ground wires, etc.).
- D4. Locate conduits, ground wires and ground moldings outside the climbing space and under the power transformer or crossarm.

REFERENCES:

- R1. NESC 235C1,236
- R2. For Vertical Clearances see Specification DO-1.420.
- R3. WAC 296-44-21273.

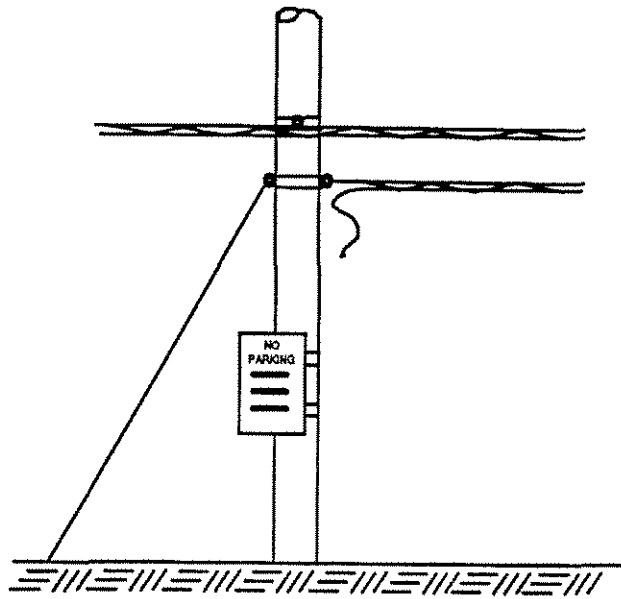
Ron W. J. Taylor
DISTRIBUTION STANDARDS
WWP
Washington Water Power

Joint Use
Crossarm Climbing Space

DATE 03/13/98

PAGE 1 of 1

SPEC DO-1.431



DIRECTIONS:

- D1. All communication and sign attachments on WWP steel distribution, transmission and street light poles must be banded to the poles unless factory pre-drilled holes are available. **No field-drilled holes are permitted.**
- D2. All attachments must be approved by WWP prior to installation.
- D3. All attachments must meet WWP specifications for clearances and climbing space.

NOTES:

- N1. Communication cables must not be attached to steel street light poles.

REFERENCES:

- R1. For clearance requirements, see DO-1.420.
- R2. For climbing space, see DO-1.424 and Do-1.430.
- R3. For communication crossarms, see DO-1.421.

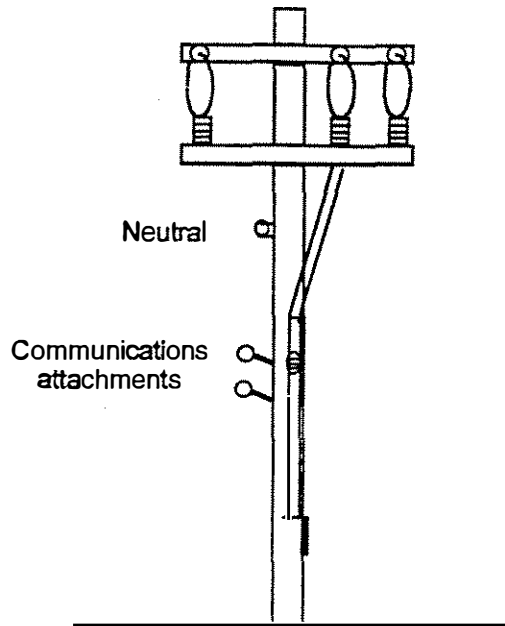
Ron M. Taylor
DISTRIBUTION STANDARDS
WWP
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**Joint Use
on Steel Poles**

DATE 03/13/98

PAGE 1 of 1

SPEC **DO-1.440**



DIRECTIONS:

- D1. The following communication facilities are not allowed on air switch poles:
- o conduit risers,
 - o metallic brackets,
 - o power supplies and other boxes,
 - o bonds to electric neutral or earth ground, and
 - o steps.
- D2. Provide a minimum of 12 inches horizontal clearance between the air switch control rod and all metallic parts of the communications attachment including the messenger and bracket.
- D3. Install cable attachments on non-metallic standoffs on the side of the pole opposite to or at 90 degrees from the switch control rod.
- D4. All attachments on air switch poles must be approved in advance.

NOTES:

- N1. Contact WWP Joint Use if the communication cable attachment cannot be installed on the same side of the pole as the electric neutral.
- N2. If the attachment cannot be made as described herein, the joint user must pay for suitable modifications of the air switch pole.

REFERENCES:

- R1. For air switch installation, see DO-4.504.

Roll M. Jorgensen
DISTRIBUTION STANDARDS



Washington Water Power

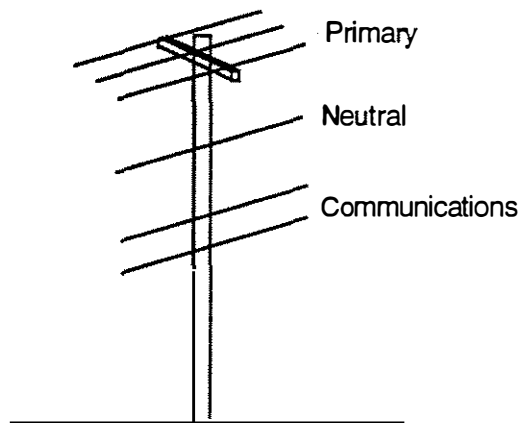
Joint Use
on
Air Switch Poles

DATE 03/13/98

PAGE 1 of 1

SPEC DO-1.441

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MAXIMUM SPAN LENGTH ON POLES WITH A 3-PHASE PRIMARY CIRCUIT

NO. CABLES	POLE CLASS					
	5	4	3	2	1	H-1
1	206	253	310	397	558	652
2	168	204	250	321	451	527
3	143	172	211	270	379	444
4	125	149	183	234	329	385

DIRECTIONS:

Use the following directions for distribution poles with a 3-phase primary circuit. For transmission poles and double-circuit distribution, contact WWP Joint Use.

- D1. Determine the pole class from the table in N1.
- D2. For the desired number of communication cable attachments (new plus existing), use the table above to determine the maximum allowable span length.
- D3. Determine the actual average span length (N2).
 - a) If the actual average span length is **less than** the maximum allowable span length, the pole has sufficient strength for the additional joint use.
 - b) If the actual average span length is **greater than** the maximum allowable span length, the pole does not have enough strength for the additional span length and must not be used or must be replaced at the expense of the communications company(s).

NOTES:**N1. POLE CLASS:**

- a) Measure the above-ground height of the pole in feet.
- b) Measure the circumference of the pole in inches at groundline.
- c) For the above-ground height, use the following table to find the circumference that is **less than or equal to the measured circumference.**
- d) Read the pole class from the top of the column.

ABOVE- GROUND HEIGHT	OVERALL LENGTH	CL 5	CL 4	CL 3	CL 2	CL 1	CL H-1
38.5	45	35.78	38.28	41.26	44.25	47.24	50.22
43.0	50	37.08	39.57	43.03	46.01	48.99	51.97
47.5	55		41.36	44.33	47.78	50.75	53.72
52.0	60		42.67	45.63	49.56	52.52	55.48
56.5	65		43.98	46.94	50.38	53.81	57.25

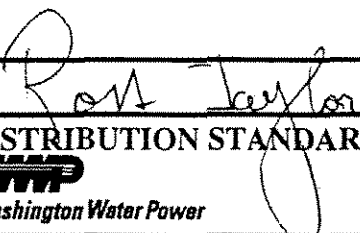
N2. Actual average span length = $\frac{\text{sum of the 2 longest WWP spans}}{2}$

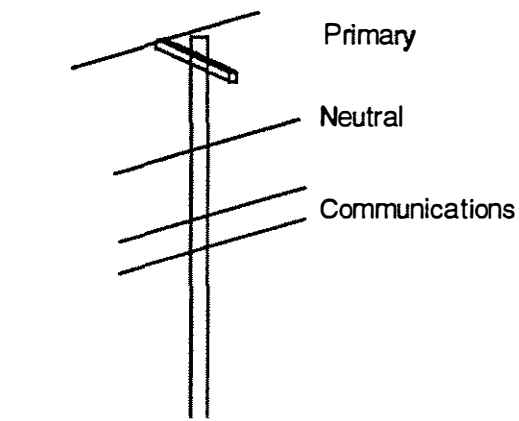
N3. Results are based on wind loading plus 10% under medium loading conditions with conductors at normal mounting heights on Western red cedar poles with stress limits of 4000 psi (at replacement).

REFERENCES:

R1. NESC Table 201-1, Table 261-3A

R2. For single-phase poles, see DO-1.443

 DISTRIBUTION STANDARDS  Washington Water Power	Joint Use Pole Strength Limits for 3-Phase Poles	DATE 03/26/98
		PAGE 2 of 2
		SPEC DO-1.442



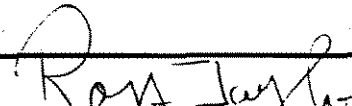
MAXIMUM SPAN LENGTH ON POLES WITH A **SINGLE-PHASE** PRIMARY CIRCUIT

NO. CABLES	POLE CLASS					
	5	4	3	2	1	H-1
1	408	496	638	781	1126	1331
2	282	343	441	540	779	920
3	217	264	340	416	600	709
4	178	216	278	340	491	580

DIRECTIONS:

Use the following directions for distribution poles with a single-phase primary circuit. For transmission poles, contact WWP Joint Use.

- D1. Determine the pole class from the table in N1.
- D2. For the desired number of communication cable attachments (new plus existing), use the table above to determine the maximum allowable span length.
- D3. Determine the actual average span length (N2).
 - a) If the actual average span length is **less than** the maximum allowable span length, the pole has sufficient strength for the additional joint use.
 - b) If the actual average span length is **greater than** the maximum allowable span length, the pole does not have enough strength for the additional span length and must not be used or must be replaced at the expense of the communications company(s).

 DISTRIBUTION STANDARDS  Washington Water Power	Joint Use Pole Strength Limits for Single-Phase Poles	DATE 03/26/98
		PAGE 1 of 2
		SPEC DO-1.443

NOTES:**N1. POLE CLASS:**

- a) Measure the above-ground height of the pole in feet.
- b) Measure the circumference of the pole in inches at groundline.
- c) For the above-ground height, use the following table to find the circumference that is **less than or equal to the measured circumference.**
- d) Read the pole class from the top of the column.

ABOVE- GROUND HEIGHT	OVERALL LENGTH	CL 5	CL 4	CL 3	CL 2	CL 1	CL H-1
38.5	45	35.78	38.28	41.26	44.25	47.24	50.22
43.0	50	37.08	39.57	43.03	46.01	48.99	51.97
47.5	55		41.36	44.33	47.78	50.75	53.72
52.0	60		42.67	45.63	49.56	52.52	55.48
56.5	65		43.98	46.94	50.38	53.81	57.25

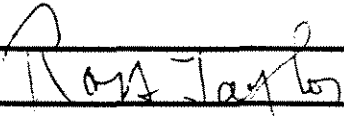
N2. Actual average span length = $\frac{\text{sum of the 2 longest WWP spans}}{2}$

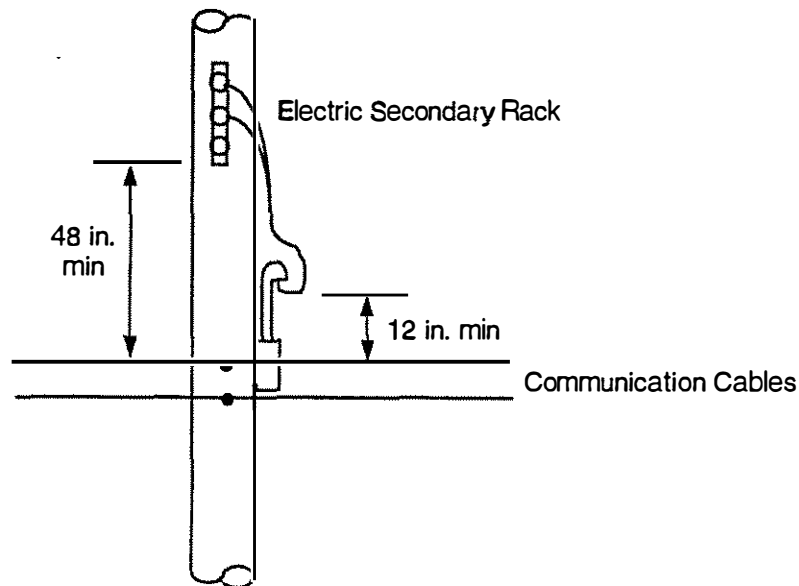
N3. Results are based on wind loading plus 10% under medium loading conditions with conductors at normal mounting heights on Western red cedar poles with stress limits of 4000 psi (at replacement).

REFERENCES:

R1. NESC Table 201-1, Table 261-3A

R2. For 3-phase poles, see DO-1.442.

 DISTRIBUTION STANDARDS  Washington Water Power	Joint Use Pole Strength Limits for Single-Phase Poles	DATE 03/26/98
		PAGE 2 of 2
		SPEC DO-1.443



DIRECTIONS:

- D1. Install communication power supply weather heads to provide at least 12 inches of clearance between the bottom of the drip loop and the upper-most communication cable and attachment hardware.
- D2. Communication power supplies and other equipment must be installed under the electric crossarm in a manner that will not block climbing space.

NOTES:

- N1. The clearance of 12 inches is inferred from the clearance required between the communication cable and the bottom of the drip loop at a street light mast arm.

REFERENCES:

- R1. NESC 238.
- R2. WAC 296-44-21287(4)
- R3. For vertical clearances to electric conductors, see DO-1.420.
- R4. For climbing space requirements, see DO-1.430 and 1.431.

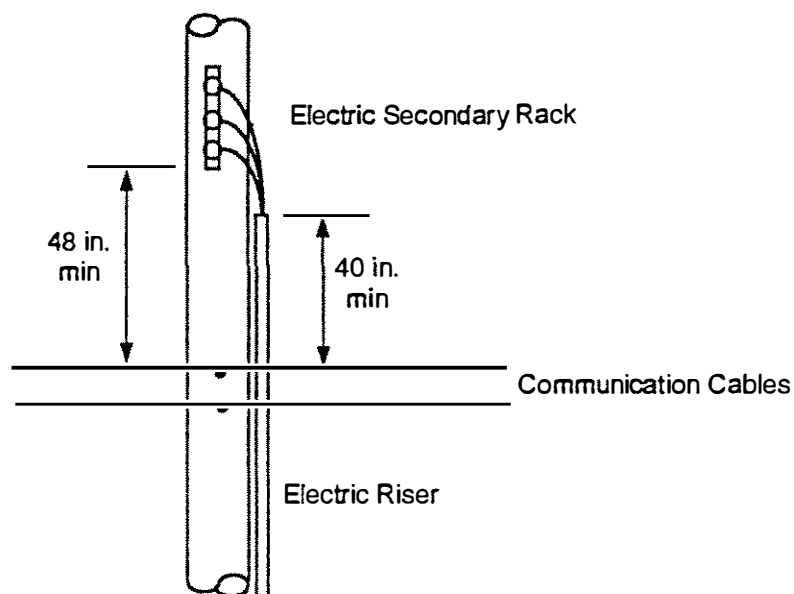
Ron M. Taylor
DISTRIBUTION STANDARDS
WWP
Washington Water Power

**Joint Use
Power Connections**

DATE 03/13/98

PAGE 1 of 1

SPEC DO-1.450



DIRECTIONS:

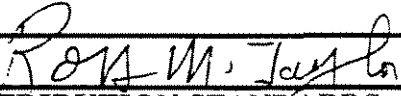
- D1. Install communication cables and hardware at least 40 inches below the top of the electric riser.

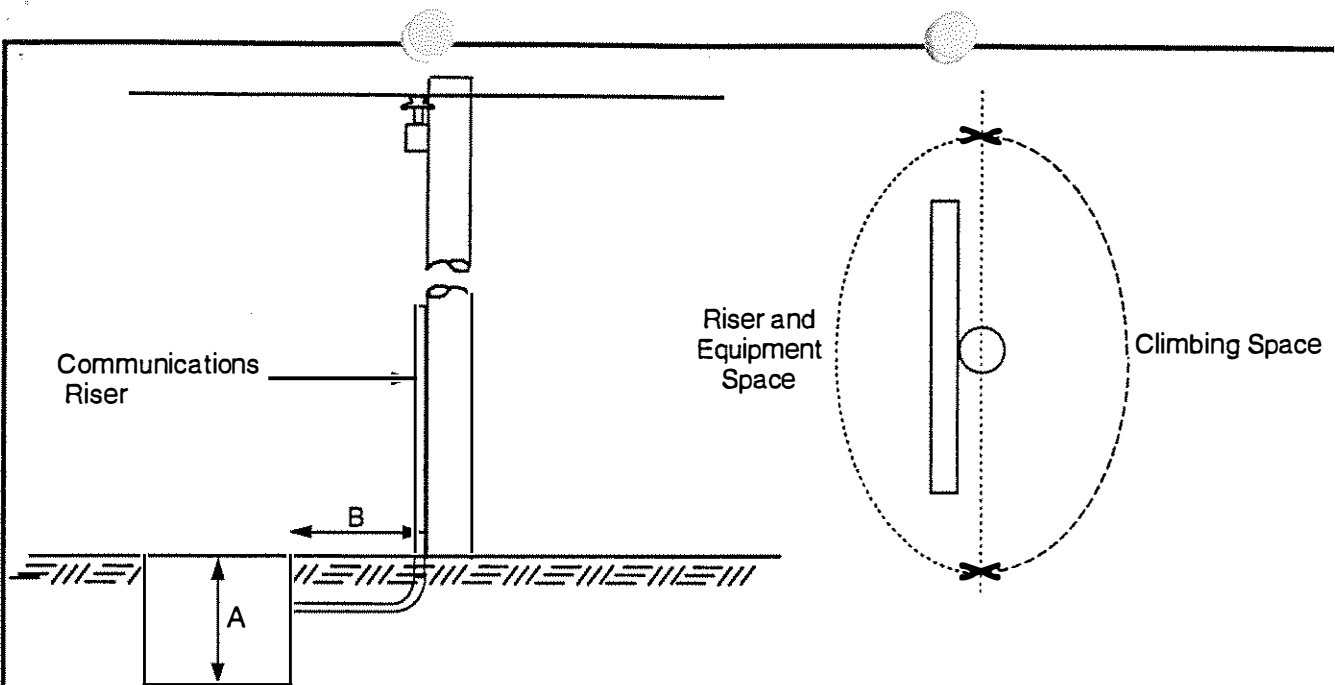
NOTES:

- N1. The horizontal clearance between the riser conduit and communication cables and hardware must be at least 2 inches.
- N2. No conduit or covering is required in the communication space on a vertical wire from earth ground to the electric neutral.

REFERENCES:

- R1. NESC 239F and G.
- R2. WAC 296-44-21295(5) and (6).
- R3. For vertical clearances between communication cables and electric conductors, see DO-1.420.

 DISTRIBUTION STANDARDS  Washington Water Power	Joint Use Conduit Clearances	DATE 03/13/98
		PAGE 1 of 1
		SPEC DO-1.451



DIRECTIONS:

- D1. **Risers are not allowed on WWP air switch poles.**
- D2. No later than two business days prior to any excavation deeper than 12 inches, the excavator is required by law to mark the area of excavation and contact the local "One Call" office. (R1, R2)
- D3. All excavations for handholes, manholes and vaults must be no closer to the pole than two feet or the depth of the excavation ($A = B$), whichever is more.
- D4. All **risers** must be installed on the side of the pole under the electric crossarm or equipment. The conduit must be securely attached to the pole at intervals of no more than 10 feet; the lower ten feet (minimum) must be mounted against the pole or other conduits to discourage climbing.
- D5. Backfill must be tamped or otherwise compacted to prevent settling and must be protected from erosion.

NOTES:

- N1. Minimize the disturbance of soil at the pole to prevent loss of treated soil and premature deterioration of the butt of the pole.
- N2. The joint user is responsible for cost, ownership and maintenance of risers, conduits, ditches and manholes which it installs for its communications cables. Costs may include rental payments for the pole space used by its risers.
- N3. Equipment such as power supplies must be mounted under the electric crossarm and must not block space for additional communication attachments or climbing space. Large boxes should be installed below the communications space.

REFERENCES:

- R1. WAC 19.122 RCW
- R2. In Spokane, the One Call number is 456-8000.

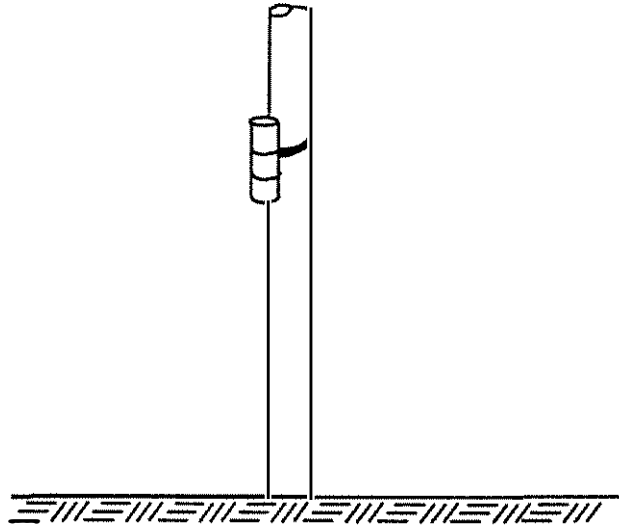
Paul M. Taylor
DISTRIBUTION STANDARDS
WWP
Washington Water Power

**Joint Use
 Manholes, Risers
 and Equipment**

DATE 03/13/98

PAGE 1 of 1

SPEC DO-1.452



DIRECTIONS:

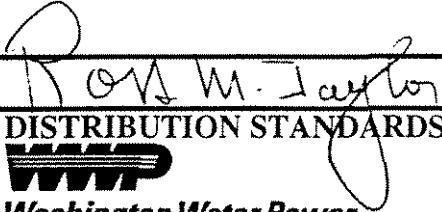
- D1. All attachments must be approved prior to installation.
- D2. Temporary attachments must meet all requirements for regular attachments including all clearance and climbing space requirements.
- D3. Temporary attachments must be secured with hardware suitable for the load being supported; all attachments on steel poles must be banded. (N2)
- D4. At the termination of the temporary attachment, all related hardware and materials must be promptly removed at the sole expense of the attaching party.

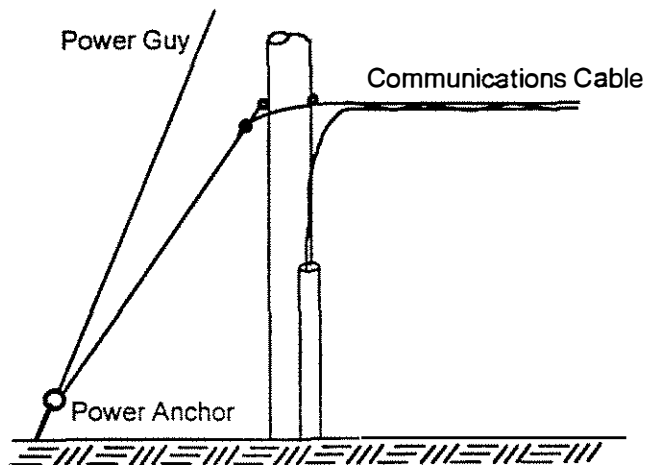
NOTES:

- N1. Temporary attachments are those which are intended to be in place no longer than six months.
- N2. Under emergency conditions, non-standard supports for existing cables may be used at the communication company's sole risk. Non-standard supports must be replaced with regular supports within 30 days after the end of the emergency.

REFERENCES:

- R1. For clearance requirements, see DO-1.420.
- R2. For climbing space, see DO-1.430 and Do-1.431.
- R3. For attachments on steel poles, see DO-1.440.

 DISTRIBUTION STANDARDS  Washington Water Power	Joint Use Temporary Attachments	DATE 03/13/98
		PAGE 1 of 1
		SPEC DO-1.453



DIRECTIONS:

- D1. Each company is responsible for determining and installing appropriate guying to balance the maximum horizontal tension of its cables. Communications cable tension must be balanced with guying at all deadends and corners and at such other locations as required by codes and regulations.
- D2. Communication guys may be attached to WWP anchors only if all of the following conditions are met:
- the guy is grounded or insulated,
 - the anchor has adequate strength (R4), and
 - DC currents on the guy will not contribute to anchor corrosion.
- D3. If the existing anchor does not have adequate strength for additional guys, the communication company must install its own anchor or pay for the replacement of the existing anchor with a higher-capacity anchor. Separate communication anchors must be at least 48 inches inside the nearest WWP anchor.

NOTES:

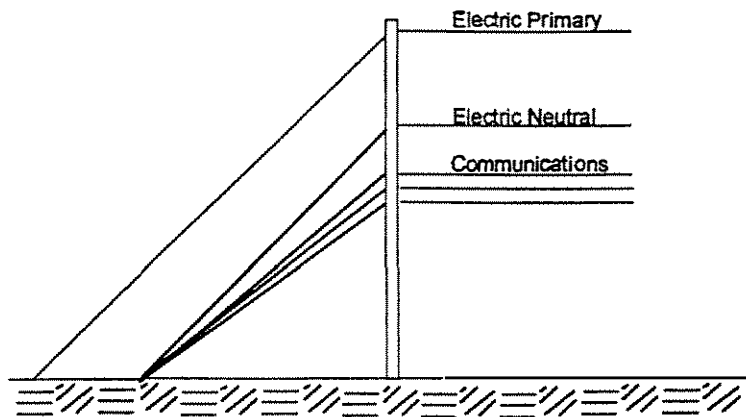
- N1. Guys may be grounded with a bolted connection to a messenger that has at least 4 grounds per mile throughout its length. If the messenger does not have at least 4 grounds per mile or has excessive DC current, the guy must be insulated.
- N2. Guys that are not grounded must be insulated with an insulator rated for the highest voltage on the pole and for the full mechanical strength of the guy strand (R3).

REFERENCES:

- R1. NESC 215C2
- R2. NESC 92C
- R3. NESC 279A2
- R4. For anchor strength, see DO-1.462.

 DISTRIBUTION STANDARDS  Washington Water Power	Joint Use Guying	DATE 03/13/98
		PAGE 1 of 1
		SPEC DO-1.460

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DIRECTIONS:

- D1. Use the following procedure to determine the remaining anchor capacity.
- Identify the size and type of the existing anchor.
 - Find the anchor limit in Table 1.
 - Identify the size of each existing guy attached to the anchor.
 - Find each guy limit in Table 2.
 - Add the limits of all guys attached to the anchor.
 - Subtract the sum of the guy limits from the anchor limit.
- D2. If the result is greater than the limit of the proposed guy, the anchor may be used.
- D3. If the result is less than the limit of the proposed guy, a separate anchor must be installed.
- D4. Place a new anchor at least 48 inches closer to the pole than the nearest existing anchor.

NOTES:

- N1. To identify the size and type of anchor,
- measure the diameter of the rod (5/8, 3/4, or 1 inch),
 - examine the guy eye:
 - plate (X) anchors have eyes which are integral with the rod (cast as one piece)
 - screw (S) anchors have eye nuts which are screwed onto the rods.

Rev M. Taylor
DISTRIBUTION STANDARDS
WWP
Washington Water Power

**Joint Use
Anchor Limits**

DATE 03/13/98

PAGE 1 of 2

SPEC DO-1.462

TABLE 1: ANCHOR STRENGTH LIMITS

	DIAMETER (inches)	LIMIT (lbs)
PLATE	5/8X	14,400
PLATE	3/4X	20,700
PLATE	1X	32,400
SCREW	1S1R	19,800

N2. To identify the size of each guy,

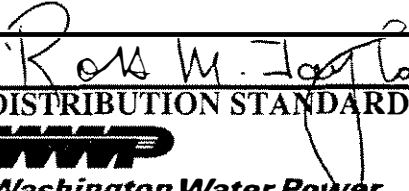
- a. measure the diameter of the strand (1/4, 5/16, 3/8, 7/16, or 1/2 inch),

TABLE 2: GUY STRENGTH LIMITS

DIAMETER (inches)	LIMIT (lbs)
1/4	4,000
5/16	7,000
3/8	10,000
7/16	16,000
1/2	22,000

REFERENCES:

- R1. For joint use guy requirements, see DO-1.460.

 DISTRIBUTION STANDARDS  Washington Water Power	Joint Use Anchor Limits	DATE 03/13/98
		PAGE 2 of 2
		SPEC DO-1.462

Joint use requested by: Cable Company**GTE****US West**

Normal Pole Length (D3)	As Required for WWP	40 Foot Class 4	40 Foot Class 4
Usual Owner (N1)	WWP	WWP	WWP
Longer Pole Install for: (N2) Owner only Renter only Both parties, Govt, or Property owner	At Owner's Expense Renter pays added cost Renter pays 1/2 added cost		
Space on 40 foot Pole: WWP Telephone direct attachment Telephone crossarm	N/A	top 8 feet 20'-8" to 21'-8" 19'-8" to 21'-8"	top 8 feet 20'-2" to 21'-8" 20'-2" to 21'-8"
Space on 35 foot Pole: WWP TV/Telephone	N/A	N/A	Top 1.5 feet 21'-8" to 22'-2"
Bonding	Installed at renter's expense		
Normal Anchor installed by (N3)	WWP	Owner	Owner
Guys installed by	Cable Company (N4)	Renter	Renter

DIRECTIONS:

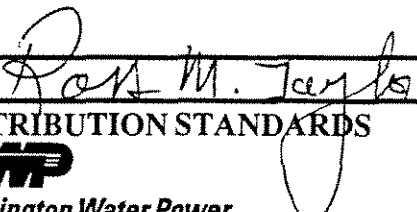
- D1. Each company must obtain its own ROW permits or easements.
- D2. All attachments must comply with WWP and NESC clearance and separation standards at the time of installation or alternation.
- D3. Length and location of pole, its owner and its suitability for joint use must be agreed in writing before construction.
- D4. Cable company must have a signed agreement and signed copy of application before attaching.
- D5. The pole Owner can refuse joint use of any pole.
- D6. Each party must guy and anchor its unbalanced loads.

NOTES:

- N1. WWP can elect whether or not to install the joint use pole. Renter can install the pole if WWP does not. WWP will buy cable company poles for the remaining value if WWP must attach.
- N2. A longer pole may be required to provide ground clearance, separation between utilities or both.
- N3. A WWP anchor may be used by the communication company only when the loading imposed by the NESC does not exceed its capacity. When the anchor is not adequate, the communication company must install an anchor at its own sole cost or pay the full cost of replacing the WWP anchor with an anchor adequate for the total load.
- N4. The communication company must install its own guys. If the installed guy is not adequate or is improperly insulated, WWP can install an appropriate guy at the sole cost of the communication company.

REFERENCES:

- R1. Community Television Joint Pole Agreement.
- R2. General Agreement for Joint Use of Wood Poles between The Washington Water Power Company and GTE Northwest Incorporated.
- R3. General Agreement for Joint Use of Wood Poles between The Washington Water Power Company and Pacific Northwest Bell Telephone Company (U.S. West).
- R4. Master License Agreement.

 DISTRIBUTION STANDARDS  Washington Water Power	Joint Use Agreements New Poles	DATE 03/13/98
		PAGE 1 of 1
		SPEC DO-1.470

Joint use requested by:		Cable Company	GTE	US West	WWP
Cost of rearrangement paid by:		Renter	Party making request (N1)		
Cost of pole replacement paid by:		Renter (N5)	GTE (N1)	USW(N1)	WWP
WWP Pole		—	GTE (N3)	—	WWP (N2)
GTE Pole		—	—	USW (N4)	WWP(N1)
USW Pole					
Bonding		Installed at renter's expense			

DIRECTIONS:

- D1. Each company **must** obtain its own ROW permits or easements.
- D2. All attachments **must** comply with WWP and NESC clearance and separation standards at the time of installation or alternation.
- D3. The party wishing to attach to another's pole **must** notify in writing.
- D4. Cable company **must** have a signed agreement and signed copy of application before attaching.
- D5. The pole Owner can refuse joint use of any pole.
- D6. **Each party must guy and anchor its unbalanced loads.**

NOTES:

- N1. The party requesting joint use must pay the remaining value plus removal less salvage of the existing pole plus the labor cost for installing the new pole plus cost of transferring existing circuits and equipment.
- N2. Normally, WWP will pay as in N1 above. If the pole supports a WWP primary circuit, WWP will assume ownership of the pole, replace the pole and pay GTE only the remaining value of the existing pole plus the cost of transferring GTE facilities.
- N3. If WWP has attachments on the GTE pole, WWP has the option of replacing and assuming ownership of the new pole. GTE will pay the labor cost for installing the new pole plus the cost of transferring existing circuits and equipment. If GTE retains ownership and WWP does the replacement, GTE will also pay for the cost of materials for the new pole.
- N4. WWP will replace the pole and will assume ownership of the new pole, USW will pay as in N1 above.
- N5. Cable Company is responsible for the cost of any rearrangement or transfer of its cables and equipment.

REFERENCES:

- R1. Community Television Joint Pole Agreement
- R2. General Agreement for Joint Use of Wood Poles between The Washington Water Power Company and GTE Northwest Incorporated.
- R3. General Agreement for Joint Use of Wood Poles between The Washington Water Power Company and Pacific Northwest Bell Telephone Company (U.S. West)
- R4. Master License Agreement

Row M. Taylor
DISTRIBUTION STANDARDS

Washington Water Power

Joint Use Agreements
Existing Pole Without Joint Use

DATE 03/13/98

PAGE 1 of 1

SPEC DO-1.471

Joint use requested by: **Cable Company** **GTE** **US West** **WWP**

Pole installed by	WWP	WWP	WWP (N4)	WWP
Costs Paid by	Cable Company	GTE (N1)	USW (N1)	WWP (N2)
Owner of Pole	WWP	WWP	WWP	WWP

DIRECTIONS:

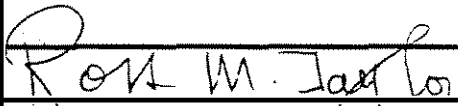
- D1. Each company **must** obtain its own ROW permits or easements.
- D2. All attachments **must** comply with WWP and NESC clearance and separation standards at the time of installation or alteration.
- D3. The party wishing to attach to another's pole **must** notify in writing.
- D4. Each party **must** guy and anchor its unbalanced loads.

NOTES:

- N1. When the telephone company requests the interset pole, it will pay to WWP the labor cost for installing the new pole plus the cost of necessary modifications to adjacent structures plus the cost of attaching existing electric circuits and equipment.
- N2. When WWP requests the interset pole, it will pay to the telephone company the cost of attaching existing telephone circuits and equipment. Cable Company will attach at its own expense.
- N3. When both parties need the interset pole, or it is required by public authority, or property owners, the telephone company will pay to WWP 1/2 the labor cost for installing the new pole. Each party will attach at its own expense.
- N4. WWP has the option of installing and owning poles requested by USW.

REFERENCES:

- R1. Community Television Joint Pole Agreement
- R2. General Agreement for Joint Use of Wood Poles between The Washington Water Power Company and GTE Northwest Incorporated.
- R3. General Agreement for Joint Use of Wood Poles between The Washington Water Power Company and Pacific Northwest Bell Telephone Company (U.S. West)
- R4. Master License Agreement

 DISTRIBUTION STANDARDS  Washington Water Power	Joint Use Agreements Interset Poles	DATE 03/13/98
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Space rented by:	Cable Company	GTE	US West
Cost of replacement paid by: (N1)			
For WWP Poles	WWP	WWP	WWP
For TV or Telephone Poles (N2)	---	---	---
with electric primary	---	WWP (N3)	WWP (N5)
without electric primary	---	GTE	WWP (N5)
Location of New Pole (N4)	In same hole or immediately adjacent		

DIRECTIONS:

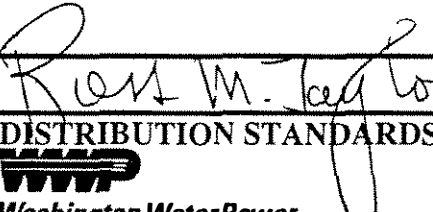
- D1. If a joint use pole must be replaced, repaired, or relocated, all joint users **must** be notified in writing. Oral notification is permitted in emergencies.
- D2. If one party does not agree that the change is needed or wishes to discontinue joint use of the pole, the party wanting the change shall become the owner of the pole and be totally responsible for installation, removal and disposal.
- D3. Renter **must** rearrange, transfer, or remove within 30 days of written notice. In emergencies, WWP will make the change at the renter's expense.
- D4. All attachments **must** comply with WWP and NESC clearance and separation standards at the time of installation or alternation.
- D5. Notices of code or standard violations **must** be in writing and **must be corrected within 30 days**.
- D6. **Each party must guy and anchor its unbalanced loads.**

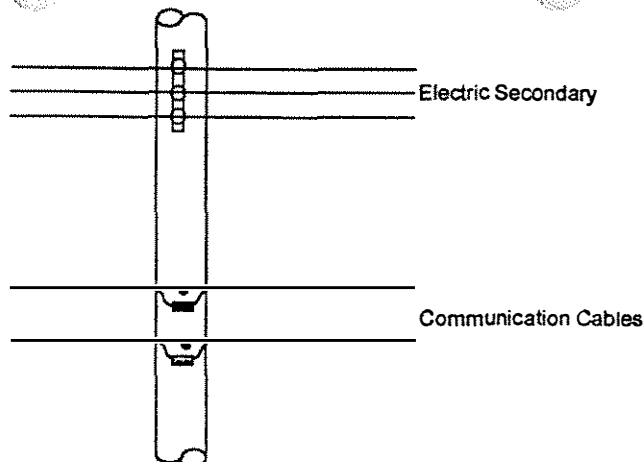
NOTES:

- N1. Each party is responsible for the cost of transferring its own circuits and equipment.
- N2. If WWP wishes to contact a pole originally installed by a cable TV company, WWP will buy the pole for the installed cost less depreciation.
- N3. WWP will become Owner of new pole after replacement.
- N4. For GTE, maximum distance from center line of new pole to cable terminal will be 18 inches. For all companies, if agreement cannot be reached on new location, owner can abandon existing pole to the other party or reimburse for costs; no reimbursement is required if replacement is required by public authority or property owner.
- N5. WWP may buy the pole from USW for the remaining value and then be responsible for replacement. If the pole was damaged by a third party (e.g. car hit pole), WWP will replace and assume ownership.

REFERENCES:

- R1. Community Television Joint Pole Agreement
- R2. General Agreement for Joint Use of Wood Poles between The Washington Water Power Company and GTE Northwest Incorporated.
- R3. General Agreement for Joint Use of Wood Poles between The Washington Water Power Company and Pacific Northwest Bell Telephone Company (U.S. West)

 DISTRIBUTION STANDARDS  Washington WaterPower	Joint Use Agreements Pole Maintenance	DATE 03/13/98
		PAGE 1 of 1
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DIRECTIONS:

- D1. All cables attached to WWP structures must be tagged at the time of installation at each pole and at each duct face.
- D2. Each tag must include the company's name and a 24-hour emergency number to permit notification by WWP, police, or fire personnel when the cable has been or is in danger of becoming damaged.
- D3. Tag color must be

Yellow	Telephone Companies (e.g. GTE, PTI, US West)
Red	Cable TV Companies
Orange	Commercial Fiber Optic Companies (e.g. GST, Nextlink, Electric Lightwave, WWP Fiber)
Green	Non-commercial Fiber Optic Attachments (cable owned, operated and used solely by one party who is a school district, bank, credit union, car dealership, etc.)

NOTES:

- N1. The tag material, the lettering and the color must be durable, suitable for outdoor use and resistant to ultraviolet light.
- N2. A coiled-tension, snap-on tag 7 to 10 inches long is recommended. Do not use "hang-tags."
- N3. Tags must be replaced when they are damaged or the color or lettering deteriorate enough to inhibit recognition.
- N4. The messenger must be tagged if the cable will be installed more than 90 days after the messenger is attached.

REFERENCES:

- R1. Tags should be similar to the product offered by Electromark Company, 26975 Pembroke Lane, Lake Forest, CA 92630 (714-454-6096).

Don M. Taylor
DISTRIBUTION STANDARDS
WWP
Washington Water Power

**Joint Use
Cable Identification
(Tagging)**

DATE 03/13/98

PAGE 1 of 1

SPEC DO-1.480

EXHIBIT E
GENERAL TERMS AND CONDITIONS
FOR JOINT USE WITH
WASHINGTON WATER POWER

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1. DEFINITIONS

1.1. The terms used in this Agreement are defined as follows:

- a. "Annual Fee" means the fees for attachments due no later than the beginning of each Contract Year in the amounts described in Exhibit A and/or Exhibit C attached hereto.
- b. "Ancillary Item" means material such as a hook, bracket, crossarm, conduit riser, guy, or anchor required to support the weight or tension of the Cable on Licensor's Structure.
- c. "Attachment" means attachment or placement of Cable, Ancillary Items and/or Equipment owned by Licensee in or on Structures owned by Licensor.
- d. "Cable" means coaxial, fiberoptic, or similar cable commonly used for the transmission or distribution of television signals and/or digital information.
- e. "Contract Year" means 12:01am on July 1 through 12:00 midnight June 30.
- f. "Ducts" means conduits, ducts, duct banks, innerducts, manholes, handholes and vaults owned by Licensor and designed for use for electric power conductors and equipment:
 - (1) "Distribution Ducts" are those Ducts designed for facilities rated 35 kV or less.
 - (2) "Transmission Ducts" are those Ducts designed for facilities rated greater than 35 kV and which may also carry facilities rated 35 kV or less.
- g. "Equipment" means amplifiers, power supplies, translators and facilities other than the Cable itself that are required for the operation of the Cable.
- h. "Forced Termination" means a situation in which Licensee must immediately terminate its use of Licensor's Structures and remove its Cable, Ancillary items and Equipment in order to provide for the restoration of electrical service.
- i. "Make-Ready" means the construction and changes required to prepare the Route for attachment of the Cable.
- j. "Poles" means poles owned by Licensor and designed to support electric power conductors and/or equipment:
 - (1) "Distribution Poles" are those Poles designed only for facilities rated 35 kV or less.
 - (2) "Transmission Poles" are those Poles designed for facilities rated greater than 35 kV and which may also support facilities rated 35 kV or less.
- k. "Primary Term" means the interval between the date of the execution of the Master License Agreement and the end of the next full Contract Year.
- l. "RA" means a Route Application in the form of Exhibit F or as may from time to time be prescribed by Licensor, prepared by the Licensee and submitted to the Licensor with appropriate supporting materials to request use of a particular Route.
- m. "RLA" means a Route License Acknowledgment in the form of Exhibit G or as may from time to time be prescribed by Licensor, executed for each Route to be used by Licensee.
- n. "Remaining Value" means the original installed cost of the item less any accrued depreciation calculated at Licensor's applicable rate of depreciation.
- o. "Route" means the path of the Cable between specific end points.
- p. "Structures" means Licensor's Poles and Ducts.

2. OPERATING RULES

2.1. Structure Ownership

- a. Licensee shall purchase, install, own and maintain at its sole expense all Cable in and on Licensor's Structures.
- b. If a Structure is owned by a party other than Licensor, Licensee shall deal directly with such third party.
- c. Licensee shall lease, rent, purchase, install, construct, own and/or maintain at its sole expense all Cable, Structures and/or Equipment beyond Licensor's Structures.

2.2. Application Procedure

- a. Whenever Licensee wishes to attach Cable, Ancillary Items and/or Equipment in or on Licensor's Structures on a new Route or to alter the location of any Attachments, Licensee shall first make written application to Licensor, showing the Route where Licensee's use is requested on maps which may be obtained from Licensor and specifying the applicable information in an RA in the form of Exhibit F attached hereto or as may from time to time be prescribed by Licensor.
- b. Licensor will endeavor to respond in writing within thirty (30) days after receipt of a request, and such response may, in Licensor's sole discretion, either
 - (1) approve the request,
 - (2) advise of any changes to the request, or
 - (3) deny the request due to concerns for capacity, safety, reliability, or engineering reasons.
- c. For any request that is not denied, Licensor will state estimated charges to be paid by Licensee for Make-Ready on the Route (if such charges can be ascertained), and the Annual Fee for the Route.
- d. Licensee shall respond in writing within thirty (30) days after Licensor's response and, at Licensee's sole discretion, may
 - (1) accept the Route on the conditions set forth in Licensor's response,
 - (2) request changes to Licensor's response, or
 - (3) decline to use the Route.
- e. For each Route, Licensee and Licensor will execute an RLA in the form of Exhibit G attached hereto or as may from time to time be prescribed by Licensor.
- f. Licensee shall not install or use the Cable to provide service to customers or itself before the RLA is signed by both Parties.

2.3. Requirements And Specifications Of Installation

- a. Licensee shall be a member in good standing of the "One Call System" for underground facility locates in all of Licensor's service areas in which Licensee has underground facilities
- b. Licensee shall coordinate construction activity with Licensor in order to minimize interruption and interference with Licensor's electrical operations.
- c. All Cable will meet Licensor's specifications for use in and on Licensor's Structures.
- d. Licensee shall install and maintain non-corrosive durable tags suitable for outdoor use and resistant to ultraviolet radiation on each Cable at each Pole and at all duct faces in each manhole and vault to identify the name of the owner and a 24-hour emergency telephone number
- e. Only those items designated in the RLA may be installed in and on the Structures.
- f. Licensee shall neither handle nor change the position of any electrical conductors or equipment belonging to Licensor. In the event that such changes are required,

Licensee shall make a request to Licensor that Licensor make the change at Licensee's sole expense.

- g. Licensee shall neither handle nor change the position of any Cables, tags, or equipment belonging to third parties in or on Licensor's Structures. In the event that such changes are required, Licensee shall make suitable arrangements with the third parties and will deliver appropriate evidence of authorization from those parties to Licensor prior to installation of any of Licensee's facilities in or on Licensor's Structures.
- h. During work in or on Licensor's Structures, Licensee will exercise due care to avoid damage to the facilities of Licensor and others in or on or adjacent to the Structures. Licensee will make an immediate report of the occurrence of any such damage to the owner of the damaged facilities and, on demand, will reimburse said owner for the entire expense incurred in making repairs.
- i. Licensee's employees and contractors shall be qualified by training to work in and on Licensor's Structures and in close proximity to high voltage electric cables, conductors and equipment.
- j. Licensor has the right to inspect and monitor all work by Licensee in, on and near Licensor's Structures.
- k. Licensor, at its sole discretion, may restrict certain Structures to only Licensor's workmen.

2.4. Make-Ready

- a. At Licensor's sole discretion, Licensee may be required to pay prior to construction part or all of the estimated Make-Ready cost to be incurred by Licensor in connection with this Agreement. If the actual cost exceeds the pre-payment, Licensee will reimburse Licensor for the difference. If the pre-payment exceeds the actual cost, Licensor will reimburse Licensee for the difference. All such costs and expenses will be paid within thirty (30) days after receipt of a statement of such costs and expenses and reasonable supporting documentation. The payment of Make-Ready costs does not create or vest in Licensee any ownership or property rights in the facilities of Licensor or others.
- b. Without limiting the generality of the foregoing, amounts recoverable by Licensor hereunder will consist of fully allocated costs for labor (including but not limited to all payroll costs and overheads and all applicable engineering, supervision, and administrative overheads), transportation, employee expenses, reprographic services, supplies, telephone service and other expenses incurred by Licensor in connection with:
 - (1) processing, review of RAs including review of supporting materials and a field review of the Route, and negotiation of RLAs;
 - (2) removal, modification, or installation of Licensor's Structures and electrical power facilities to provide suitable Structures;
 - (3) preparation of the Route; and
 - (4) inspection and monitoring of installation of Cable.
- c. Cable may be installed, at Licensee's sole expense, by either party.

2.5. Existing Structures

- a. If in Licensor's judgment, Licensee's existing Cable, Ancillary Items, or Equipment in or on any Structure interferes with or would make substantially more difficult or expensive the placing therein or thereon of any additional facilities desired by Licensor and if such additional Licensor facilities could be placed in or on such Structure only by removing or rearranging such facilities, Licensor shall, when practical, notify Licensee of the rearrangements and transfers of facilities desired in

order to continue the attachment of Licensee's facilities, together with an estimate of the cost of making any such changes.

- b. If Licensee desires to continue to maintain its facilities in or on such Structure and so notifies Licensor, Licensor shall make such Structure changes and Licensee shall make such rearrangements or transfers of its facilities.
- c. If Licensee does not so notify Licensor, Licensee shall be allowed thirty (30) days from such notification by Licensor within which to remove its Cable, Ancillary Items and Equipment from such Structure, provided however, that Licensor in any emergency beyond its control, may require the Licensee to remove its Cable, Ancillary Items and Equipment in the time required by such emergency. If facilities are not removed from the Structures at the end of the thirty (30) day period, or in emergencies when required by Licensor, Licensor may remove Licensee's facilities at Licensee's sole risk and expense and Licensee, on demand, shall reimburse Licensor for the entire reasonable expense thereby incurred.
- d. If Licensee installs Cable and structures beyond Licensor's existing Structures, and if Licensor shall later desire to use such structures for its facilities, the use, ownership and Annual Fees of the structures shall be negotiated. If Licensee sells such structures to Licensor, such sale shall be at the Remaining Value of the structures.

2.6. Licensee's Requirement for new Structures

- a. Licensee may request that Licensor install structures by submitting such request on an RA. The responsibilities for the work and expense of installation will be as agreed herein for Make-Ready. Licensee will install its Cable, Ancillary items and Equipment at its own sole expense in accordance with the terms herein.
- b. If Licensor declines to install the structures, Licensee may install its own structures at its own expense provided that Licensee's facilities are installed in a location and manner to not encroach or interfere with access to and operation of Licensor's existing facilities.

2.7. Maintenance of Cable and Structures

- a. Licensee shall coordinate maintenance activity with Licensor in order to minimize interruption and interference with Licensor's electrical operations.
- b. Licensee's Cable, Ancillary Items and Equipment in and on Structures shall be maintained
 - (1) in a safe condition,
 - (2) in a manner which will not conflict or interfere with the use of such Structures by Licensor or others using such Structures, or with the use of facilities of Licensor or others in, on, or from time to time placed in or on such Structures,
 - (3) in conformity with such requirements and specifications as Licensor shall from time to time prescribe, and
 - (4) in accordance with all applicable state and local laws, regulations, and rules pertaining to Structure construction, including, without limiting the scope of the foregoing, the National Electrical Safety Code and Washington Administrative Codes.
- c. In the event that planned modifications or repairs to the electric system require that the Cable be temporarily disconnected or taken out of service, Licensor will coordinate such interruption with Licensee in advance to the extent practical.
- d. Licensor reserves to itself the right to maintain its Structures and to operate its facilities in the manner it deems necessary, and shall not be liable to Licensee for any interruption to Licensee's service or for any interference with the operation of Licensee's Cable, Ancillary Items, or Equipment arising in any manner from the use of such poles and the facilities thereon by Licensor.

2.8. Transfer, Relocate, Replace, or Remove Facilities

- a. Licensee shall at its own sole risk and expense transfer, relocate, replace, or remove its Cable, Ancillary Items, or Equipment in or on Licensor's Structures within thirty (30) days of written notice from Licensor.
 - (1) In cases where Licensor, for reasons beyond its control, cannot maintain a Structure or Structures in the existing location for such thirty (30) days Licensee will remove its Cable, Ancillary Items and Equipment in the time required by Licensor.
 - (2) In cases of emergency, Licensor may, at Licensee's sole risk and expense, relocate, replace, or remove such Cable, Ancillary Items, or Equipment, transfer it to substituted Structures or perform any other work in connection with such Cable, Ancillary Items and Equipment that may be required in the maintenance, replacement, removal, or relocation of such poles. Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.
 - (3) In cases where Licensee cannot remove its Cable, Ancillary Items and Equipment in the time allowed, Licensor may abandon the affected Structures to Licensee. Upon notification in writing by Licensor, Licensee will become owner of such structures and will be solely responsible for future maintenance, repair and removal of those structures.
- b. Licensee agrees that restoration of electrical service takes precedence over restoration of damaged Cable.
 - (1) In the event of the failure of an electrical cable, conductor, Structure, or electric equipment, the restoration of electrical service may require the **immediate termination of service to Licensee and the removal of Licensee's Cable, Ancillary Items and Equipment on parts or all of one or more Routes ("Forced Termination")**. Licensor will notify Licensee in advance of such termination if practical, or in a reasonable time following such termination.
 - (2) In the event of a Forced Termination, Licensee may apply for and Licensor will make a reasonable effort to expedite service on an alternative Route if one is available. Such application will be made under the terms and conditions herein.
- c. In the event that the Structure with the Cable serving Licensee is required by Licensor to satisfy the capacity or reliability needs of electrical service, Licensor will notify Licensee at least thirty (30) days in advance as to the time and location of the necessary termination of service. Licensee may apply for and Licensor will make a reasonable effort to expedite service on an alternative Route if one is available. Such application will be made under the terms and conditions herein.
- d. Licensee may at any time remove its Cable, Ancillary Items and Equipment from any Structures or cease its use of part or all of a Route. Such removal or cessation shall constitute a termination of Licensee's right to use such Structure.
 - (1) In each such case, Licensee shall give Licensor thirty (30) days prior written notice of such removal, cessation, or abandonment in an RA in the form of Exhibit F attached hereto or as may be from time to time prescribed by Licensor.
- e. Nothing herein contained shall be construed to compel Licensor to maintain any particular Structure or Structures for a period longer than demanded by its own service requirements.



3. ADMINISTRATIVE RULES

3.1. Compliance with Rules and Regulations

- a. Licensee's installations shall be in accordance with all state and local laws, rules and regulations, including without limitation the National Electrical Safety Code, and with Licensor's specifications and guidelines as they may from time to time be prescribed by Licensor.
- b. The Parties agree to take all reasonable actions as may be appropriate or required to comply with all laws, rules, and regulations applicable to them jointly or severally by reason of the transactions contemplated by this Agreement.
- c. This Agreement will in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington, except that the laws of the State in which an Attachment is located will apply in the case of any action for unlawful or forcible detainer, ejectment, or similar action to remove Licensee's Attachments from Licensor's Poles or Ducts. Venue in any action concerning this Agreement, other than one seeking to remove Licensee's Attachments, will be laid in the State or Federal court sitting in Spokane County, Washington
- d. To the extent that this Agreement, any parts of this Agreement, Attachments to the Agreement, or the RLAs are subject to the authority of regulatory agencies having jurisdiction over Licensor or Licensee, each Party will promptly submit this Agreement, Attachments to the Agreement, or the RLAs to the regulatory agencies having such jurisdiction over such Party and will take such additional action as may reasonably be required to promptly obtain any required approvals or other action by such agencies.

3.2. Licensee's Employees, Agents And Contractors

- a. In furtherance of the security of communications, Licensee agrees as follows:
 - (1) To file with the Joint Use Administrator of Licensor a current list of one or more of Licensee's employees who are responsible for work performed on or about any of such Structures under this agreement and who can be contacted during normal or emergency work in such Structures.
 - (2) To provide suitable identification to each of its employees, agents and contractors.
 - (3) To inform each employee, agent and contractor of all rules and regulations applicable to this Agreement.

3.3. Existing Contracts And Agreements

- a. Nothing herein contained shall be construed as affecting any rights or privileges previously conferred by Licensor or any other utility, by contract or otherwise, to others not parties to this agreement to use any Structures covered by this agreement; and Licensor and such other utility shall have the right to continue and extend such rights or privileges.
- b. All existing agreements between Licensee and Licensor for the joint use of Structures within Licensor's service territory in the States of Idaho and Washington are, by mutual consents, hereby abrogated and annulled, provided however that such abrogation and annulment shall not in any way affect any claim, protection, or right to any payment or damages which may be asserted by or against either Party hereto on account of doing or failure to do or perform any or all acts appertaining to such existing agreements that were to be done by it prior to the date of this Agreement.

3.4. Assignment and Transfer

- a. Licensee shall not assign or transfer any privilege granted to it hereunder without the prior consent in writing of Licensor, but otherwise this agreement shall inure to the

benefit of and be binding upon the heirs or successors and assigns of the parties hereto. Consent will not be unreasonably withheld.

- b. Licensee shall not sublet any privilege granted hereunder without prior written consent from Licensor.

3.5. Severalty and Survival

- a. If any portion of the Agreement, including all attachments thereto, is stricken as an invalid provision, the remaining portions of this Agreement and attachments shall remain in full force and effect and shall continue to be binding upon the parties.
- b. All provisions of the Agreement and attachments which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement, will survive the completion, termination, or cancellation of this Agreement.

3.6. Audits and Reports

- a. Licensee shall deliver a written report to Licensor by May 1 of each year enumerating the current number of Attachments on each Route. Such report shall be in the form of Exhibit H attached hereto or as may be from time to time prescribed by Licensor.
 - (1) Licensor may perform full or sample audits from time to time. Licensor will notify Licensee prior to the scheduled start of the audit to allow Licensee to participate. Licensor will report the audit results to Licensee within sixty (60) days of the audit completion.
 - (2) If the number of Attachments reported is less than 95% of the audit results, then the difference will be invoiced to Licensee at no more than three (3) times the current attachment rate times the number of unreported attachments times the number of years since the last audit. Such invoice for unreported Attachments will be paid by Licensee within thirty (30) days after receipt.

3.7. Defaults

- a. Either party shall be in default of this Agreement if it fails to perform any material covenant or agreement to be performed by it under this Agreement, including revocation of franchise rights and/or business license, and such failure continues unremedied for a period of thirty (30) calendar days after written notice is given to the defaulting party. The party not at default then, at its option may declare this Agreement to be in default and may terminate this Agreement or the related RLA.
- b. If Licensee defaults, it shall remove its Cable, Ancillary Items and Equipment from Licensor's Structures within said thirty (30) days from written notification by Licensor.
- c. If Licensee cannot remove its Cable, Ancillary Items and Equipment from any Structure within the time allowed for such removal or cannot perform any other work which it is obligated to do under this agreement, Licensor may elect to do such work at Licensee's sole risk and expense, and Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.
- d. The failure of either Party to insist upon or enforce strict performance by the other Party of any of the provisions of this Agreement, or to exercise any rights under this Agreement, will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

3.8. Force Majeur

- a. If a party is delayed in, hindered in, or prevented from performance required under this Agreement (other than any delay or failure relating to payment of money, including, without limitation, the Annual Fees and all reimbursable costs and expenses described elsewhere in this Agreement) by circumstances beyond its

control, including, without limitation, labor disputes, fire, explosion, flood, drought, acts of God, war, or other hostilities, and civil commotion, domestic or foreign governmental acts, orders, or regulations, inability to obtain facilities or supplies, or if Licensee or Licensor is notified by a state or federal regulatory body that any aspect of this Agreement or the RLAs does not comply with any applicable law, regulation, rule, or policy, then such Party is excused from such performance for the period of delay. The period for the performance of any such act will then be extended for the period of such delay.

4. INDEMNITY AND INSURANCE

4.1. Damage, Loss, Or Injury Claims

- a. Licensee releases and will defend, indemnify and hold harmless Licensor from any and all claims, losses, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising (whether before or after termination of the Term) out of or in connection with the location of any Attachments, the performance of the Licensee's work, the operation of the Attachments or the system of which the Attachments is a part, the enforcement of this Agreement by Licensor, any default under or breach of this Agreement by Licensee or the acts or omissions of Licensee or any of its suppliers or subcontractors of any tier, the respective successors and assigns of Licensee or any of such suppliers or subcontractors of any tier, the respective successors and assigns of Licensee or any of such suppliers or subcontractors, the directors, officers, employees and agents of each of the foregoing, or anyone acting on Licensee's behalf in connection with this Agreement. To the fullest extent permitted by applicable law, the foregoing release, indemnity and hold harmless will apply regardless of any act, omission, fault, or strict liability of Licensor; provided, however, that Licensee will not be required to so indemnify Licensor against any claim, loss, cost, liability, damage or expense to the extent the same is caused by or results from the negligence or willful misconduct of Licensor. IN CONNECTION WITH ANY ACTION BROUGHT AGAINST LICENSOR BY ANY EMPLOYEE OF THE LICENSEE, LICENSEE WAIVES ANY DEFENSE TO ENFORCEMENT OF THIS PARAGRAPH BASED UPON ANY IMMUNITY, DEFENSE, OR PROTECTION UNDER ANY WORKERS' COMPENSATION, INDUSTRIAL INSURANCE, OR SIMILAR LAWS (INCLUDING, BUT NOT LIMITED TO, THE WASHINGTON INDUSTRIAL INSURANCE ACT, TITLE 51, OF THE REVISED CODE OF WASHINGTON). THE WAIVER SET FORTH IN THE PRECEDING SENTENCE HAS BEEN SPECIFICALLY NEGOTIATED BETWEEN THE PARTIES.
- b. The Licensee in each instance agrees to waive any claim against the Licensor for interference with the operation of the facility of the Licensee.
- c. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, LICENSOR WILL HAVE NO LIABILITY TO LICENSEE FOR ANY: LOSS OF PROFIT OR REVENUE, LOSS OF USE OF THE ATTACHMENTS OR THE SYSTEM, CLAIMS OF CUSTOMERS OF LICENSEE FOR SERVICE INTERRUPTIONS, AND DIRECT, INDIRECT, INCIDENTAL, SPECIAL, ECONOMIC OR CONSEQUENTIAL DAMAGES, AS A RESULT OF OR RELATED TO THE ATTACHMENTS, THE EXISTENCE OF THE ATTACHMENTS, OR THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE. LICENSOR'S LIABILITY (WHETHER IN TORT, CONTRACT OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OF LICENSOR) UNDER THIS AGREEMENT WILL IN NO EVENT EXCEED THE COMPENSATION ACTUALLY PAID TO LICENSOR FOR THE ATTACHMENT OR THAT PORTION OF THE ATTACHMENTS THAT WERE INVOLVED IN THE SPECIFIC CLAIM.

- d. Licensee will be responsible for and will bear any and all risk of loss, deterioration, theft, vandalism or destruction of, or damage to the Attachments and anything used (or to be used or consumed) in connection with the work required to install, maintain, and/or remove, or replace its Cable, Ancillary Items and/or Equipment.

4.2. Insurance

- a. Licensee will ensure that Licensee and all persons performing work, Licensee and its suppliers or subcontractors, maintain in effect at all times during the work, coverage or insurance in accordance with the applicable laws relating to worker's compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act, where applicable, and the laws of the state in which any such person was hired), regardless of whether such coverage is mandatory or merely elective under the law. Licensee will furnish to Licensors such assurance and evidence of such coverage of insurance (such as copies of insurance policies and Certificates of Compliance) as Licensors may request.
- b. Licensee will secure and maintain in effect at all times during the Term of this Agreement the following insurance:
 - (1) Commercial General Liability Coverage, including personal injury, bodily injury, property damage, operations hazard, independent contractor coverage, contractual liability and products and completed operations liability, in limits not less than five million dollars (\$5,000,000.00) for each occurrence (combined single limit) with Licensee named as insured therein and Licensors named as an additional insured therein as their respective interests may appear.
 - (2) Licensee shall obtain and maintain business automobile insurance with a limit of no less than two million dollars (\$2,000,000) combined single limits of bodily injury and property damage, including owned, non-owned and hired car liability applicable to any licensed vehicle used in connection with Licensee's work on or use of Licensors's Structures. Licensors shall be named as an additional insured under such policy.
 - (3) Upon thirty days notice, such other insurance in such amounts as may from time to time be reasonably requested by Licensors against other insurable hazards related to the Structures (including, without limitation, hazards to Licensors property related to Licensee's activities therein or thereon), which at the time are customarily insured against by owners or operators of similar types of properties. Upon thirty days notice, Licensors may require changes in the amounts or limits of the insurance to be maintained under this section to maintain reasonably equivalent coverage due to inflation, changes in Licensee's business operations, changes in law, or changes in policy terms.
- c. All required insurance policies must be taken out with reputable national insurers that are licensed to do business in the jurisdiction where the Attachments are located. All policies must contain an undertaking by the insurers to notify Licensors in writing not less than fifteen (15) days before any material change, reduction in coverage, cancellation, or termination of the insurance. Each insurance policy maintained by Licensee will provide coverage on an occurrence rather than a claims-made basis and will provide that no act, omission, or default by Licensors will render the policy void as to Licensors or of Licensors's right to recover thereon. All policies will be written as primary policies, not contributing with, and not in excess of coverage which Licensors may carry.
- d. On or before commencement of any work and thereafter upon the request of Licensors, Licensee will provide certificates of insurance evidencing the required insurance and upon Licensors's request, copies of any required policy.

- e. Licensee will also furnish Licensor with such additional assurance and evidence of such insurance (such as copies of all insurance policies) as Licensor may from time to time request. Within thirty (30) days after any notice of termination, cancellation, expiration, or alteration in any policy of insurance required under this Agreement, Licensee will deliver to Licensor a Certificate of Insurance acceptable to Licensor with respect to any replacement policy.
- f. Licensee will ensure that any policies of insurance that Licensee or any of its suppliers or subcontractors of any tier carry as insurance against property damage or against liability for personal injury (including death) or property damage will include a provision therein providing a waiver of the insurer's right to subrogation against Licensor. To the extent permitted by its insurance policies, Licensee hereby waives all rights of subrogation against Licensor.
- g. Licensee shall provide evidence of assets adequate to cover its self-insured limits.

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ROUTE APPLICATION

This Route Application ("RA") is made to the Joint Use Master License Agreement between Washington Water Power and _____ dated _____. Terms used in this RA have the same meaning as such terms in the Agreement unless otherwise indicated.

INSTRUCTIONS: Complete all details below and deliver the RA, a one-sheet vicinity map of the route and pole-by-pole design details to WWP Joint Use. Priority to construct will be established by the date the completed application is received. Rent will start on the date of the completed application.

Unless pole and anchor strengths have been evaluated by a licensed PE, WWP will perform the evaluations at the applicant's cost and will endeavor to do so within 30 days after the date of the completed application.

Unless otherwise indicated by applicant, WWP will assume each cable weighs 200 pounds per 1000 feet and is 0.75 inches in diameter and each messenger is 5/16 inch EHS (10M). Applicant must report larger cables and messengers.

☐ Application for Use ☐ Termination of Use ☐ Other _____

Route	Starting Address	
	Route Description	
	Ending Address	

Cable (see instructions)	Application	Video messenger	Audio cable #1	Data cable #2 (overlashed)
Number				
Installed Tension at 0° C				
weight (lbs per 1000 feet)				
diameter (inches)				

Proposed Attachments	feet of duct	_____
	no. of WWP distribution poles	_____
	no. of WWP transmission poles	_____
	no. of conduit risers on WWP poles	_____
	no. of attachments to WWP anchors	_____
	aux. equipment: no. & size (inches)	_____ H _____ W _____ D _____
	: weight (each)	_____ lbs.

Schedule	Construction Start Date	_____
----------	-------------------------	-------

FOR WWP USE ONLY	☐ Received _____ ☐ Notified of omissions _____ ☐ Approved as complete _____ ☐ Permit from _____ to _____ ☐ Other (see attachment) _____
------------------	--

For _____:

By: _____

Title: _____

Phone: _____

Date: _____

For WASHINGTON WATER POWER:

By: _____

Title: Joint Use

Phone: 509-482-4478

Date: _____

ROUTE LICENSE ACKNOWLEDGMENT

This Route License Acknowledgment ("RLA") is hereby annexed to and made a part of the Joint Use Master License Agreement ("Agreement") between Washington Water Power ("Licensor") and _____ ("Licensee") dated _____. Terms in this RLA have the same meaning as such terms in the Agreement unless otherwise indicated. In each instance in which the provisions of this RLA contradict or are inconsistent with the provision of the Agreement or its exhibits, the provisions of this RLA shall prevail and govern, and the contradicted or inconsistent provisions shall be deemed amended accordingly.

Route	Starting Address	
	Route Description	
	Ending Address	

Cable	Application	☐ Video	☐ Audio	☒ Data
		messenger	cable #1	cable #2 (overlash)
	Quantity	SEE ITEMIZED LIST ATTACHED		
	Installed Tension at 0° C			
	Weight (lbs per 1000 feet)			
	Diameter (inches)			

Schedule	Permit start date	
	Expiration of this RLA	

Annual Fees (first year)	(per applicable formulas in Exhibits A and/or C)	\$ _____	per foot for _____	feet of duct
		\$ _____	per pole for _____	distribution poles
		_____	per pole for _____	transmission poles
		\$ _____	each for _____	conduit risers
		\$ _____	each for _____	anchor attachments

Special Provisions

Acceptance for _____:

By: _____

Title: _____

Attest: _____

Title: _____

Date: _____

Acceptance for Washington Water Power:

By: _____

Title: Joint Use Administrator

Attest: _____

Title: Joint Use

Date: _____

ATTACHMENT REPORT

This Attachment Report is made to the Pole and Duct Master License Agreement between Washington Water Power and _____ dated _____, _____. Terms used in this Report have the same meaning as such terms in the Agreement unless otherwise indicated.

☐ Annual Report
 ☐ Audit Results
 ☐ Other _____

	ROUTE					
RLA Number						
Cable Type & Size						

DISTRIBUTION POLE SPACE RENTED FROM WWP (record number of attachments):

CABLES						
POWER SUPPLIES						
RISERS						
ANCHORS						

TRANSMISSION POLE SPACE RENTED FROM WWP (record number of attachments):

CABLES						
POWER SUPPLIES						
RISERS						
ANCHORS						

DISTRIBUTION DUCT SPACE RENTED FROM WWP (record feet of route):

CABLES						

TRANSMISSION DUCT SPACE RENTED FROM WWP (record feet of route):

CABLES						

NOTES:

N1. FO = fiberoptics; C = coax; T = Copper twisted pair

For _____:

By: _____

Title: _____

Phone: _____

Date: _____

For Washington Water Power:

By: _____

Title: _____

Phone: _____

Date: _____

Washington Water Power
1411 East Mission
P.O. Box 3727
Spokane, Washington 99220-3727
1 800-727-9170
509 489-0500 Telephone



Washington Water Power

September 30, 1998

Comes now The Washington Water Power Company
and on this date accepts that certain Electric Franchise granted
to it by the City of Moscow, State of Idaho, under Ordinance No.
98-31, approved September 8, 1998.

The Washington Water Power Co.

By 

R. D. Fukai
Vice President - External
Relations

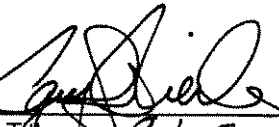
Washington Water Power
1411 East Mission
P.O. Box 3727
Spokane, Washington 99220-3727
1 800-727-9170
509 489-0500 Telephone



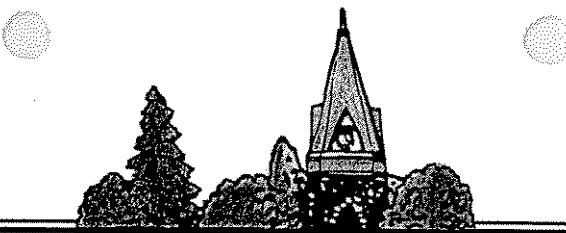
Washington Water Power

We hereby acknowledge receipt of the Formal Acceptance by The Washington Water Power Company of the Electric Franchise granted to said Company by the City of Moscow, State of Idaho, under Ordinance No. 98-31, said Acceptance being duly signed by R. D. Fukai, Vice President - External Relations, of the Company on September 30, 1998.

City of Moscow, Idaho

By: 
Title: City Supervisor

October 5, 1998



City of Moscow

September 30, 1998

CITY OF MOSCOW
Attn: Marshall H. Comstock, Mayor
206 East 3rd Street
P.O. Box 9203
Moscow, ID 83843

ACCEPTANCE OF FRANCHISE

KNOW ALL MEN BY THESE PRESENTS, that WASHINGTON WATER POWER COMPANY, by resolution of the Board of Directors dated August 3, 1992, ~~1998~~, did and does hereby confirm, ratify, and unconditionally accept that certain Franchise Agreement by and between WASHINGTON WATER POWER COMPANY and the CITY OF MOSCOW (Moscow City Ordinance No. 98-31), all as contained in the terms and conditions of said agreement, a copy of which is attached hereto and incorporated herein by reference as though fully set forth herein.

DATED this 30th day of September, 1998.

WASHINGTON WATER POWER COMPANY

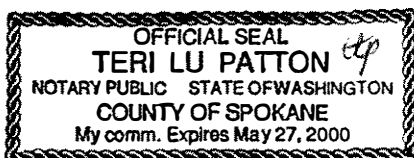
By: R. D. Fink

Witness: Dani R. Benda

Subscribed and sworn to before me this 30th day of September, 1998.

Teri Lu Patton TERI LU PATTON
NOTARY PUBLIC in and for the State of ~~Idaho~~ Washington
Residing at Spokane
My Commission Expires: May 27, 2000

(SEAL)



P.O. Box 9203, Moscow, ID 83843-1703

Main City Hall
City Hall Annex

206 East 3rd Street
122 East 4th Street

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