

Administrative Committee



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208-883-7015

Monday, March 24, 2025

4:00 PM

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

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

REGULAR AGENDA

1. Approval of Administrative Committee February 24, 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 Commercial Block LLC have applied for an alcohol license with the City of Moscow. 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. Commercial Block is located at 215 S Main Street, which is within 300 feet of the United Church of Moscow. The proposed location has had alcohol service in the past as the prior location of Colter's Creek Winery tasting room. The owners, Drew and Jolena Owen are in the process of applying for the state and county licenses. A letter of request for waiver has been submitted and is included in the meeting packet. Also submitted is a support letter from United Church of Moscow.

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 of the waiver; or provide staff further direction.

3. Consideration of the Dissolution of the Moscow Pathways Commission (ACTION ITEM) - David Schott

The Moscow Pathways Commission has faced ongoing challenges in identifying substantive topics for discussion during its regular meetings. With no major pathway improvement projects currently planned, the commission has experienced a lack of meaningful agenda items directly related to its mission. On February 11, 2025, during its regular meeting, the Moscow Pathways Commission voted to recommend its dissolution. The approved motion stated: *"Given the pressures on the City budget, and that the charter of the Moscow Pathways Commission is largely redundant with those of the Transportation Commission and the Parks and Recreation Commission, the Moscow Pathways Commission recommends that it be dissolved."*

PROPOSED ACTIONS: Receive the request from the Moscow Pathways Commission to dissolve and recommend approval of the proposed ordinance to repeal Moscow City Code Title 3, Chapter 14; or provide staff with further direction.

4. Public Avenue Corridor Safety Improvements - Bid Results and Funding Contribution (ACTION ITEM) - Scott Bontrager

In January 2019, City staff submitted a grant application for the Public Avenue Corridor Safety Improvements project under Local Highway Safety Improvement Program (LHSIP). The LHSIP is a federal grant program administered through the Local Highway Technical Assistance Council (LHTAC) on behalf of the Idaho Transportation Department (ITD). The project includes a 1,100-foot-long corridor located on Public Avenue in northeastern Moscow between Polk Street and Lincoln Street. On January 15, 2025, Idaho Transportation Department published an advertisement for bids with the Engineer's Estimate for construction at \$1,361,174.77. Bids were opened by ITD on February 25, 2025, at which five (5) bids were received. The bids ranged from \$1,814,999.99 to \$2,455,697.51 (see attached bid tabulation). Of those bids, the lowest responsive bid received was submitted by Knife River Corporation with a bid of \$1,814,999.99. With the lowest responsive bid at \$1,814,999.99, the new total project costs have increased to \$2,423,838 with the federal grant award of \$1,561,113 (64%) and the local match needing to increase to \$862,725 (36%). To award the contract, LHTAC is requesting the City of Moscow to provide a letter of support along with the difference in funding, which equates to \$450,763. LHTAC plans to present the bid results and request to award to the Idaho Transportation Board at their April board meeting scheduled for April 17-18.

PROPOSED ACTIONS: Recommend providing LHTAC a letter of support for acceptance of the bid from Knife River Corporation and authorize \$450,763.00 of additional funding contribution, or provide staff with further direction.

5. Alley West Of Main Street Sewer - Bid Results & Contract Award (ACTION ITEM) - Bob Buvel

This project's scope includes the construction of approximately 578 linear ft of 8" PVC sewer main, 110 linear ft of 4" PVC sewer pipe, replacing 23 sewer services, removal of one sanitary sewer manhole and installation of two new sanitary sewer manholes, as well as the surface restoration of asphalt and sidewalk in the Alley west of Main Street from Fourth Street to Sixth Street. The City advertised for bids on February 8, 2025 & February 15, 2025. The project was budgeted for \$381,100 in the Capital Improvement Plan and the final Engineer's Estimate for construction was \$471,960. Bids were opened on March 4, 2025, at which seven (7) bids were received. The responsive bids ranged from \$366,913.32 to \$551,840.00. Of those bids, the lowest responsive bid received was submitted by Devout Excavation of Chattaroy, WA with a bid of \$366,913.32. A bid tabulation is included in the packet.

PROPOSED ACTIONS: Recommend acceptance of the bid from Devout Excavation LLC, award the contract in the amount of \$366,913.32, 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. Proposed City of Moscow Social Media Policy (ACTION ITEM) - Bill Belknap & Corey Oglesby

The City utilizes various social media platforms as a tool to enhance communication with the public regarding City activities, programs, and services. The City has not previously established a formal policy governing the use of social media by City staff. The proposed policy would establish standard protocols and procedures for the use of social media by City personnel and departments, adopt a notice and use policy statement for all users of the City's social media

channels, establish standards for the City's use of tagging or promoting outside organizations, businesses, individuals, or events through the City's social media channels, establish standards and criteria for the removal of comments while protecting the free speech rights of persons participating in any limited public forum the City may create through the use of social media channels, and provide an appeal and review process regarding the removal of any content posted on the City's social media channels. This matter is now before the Council for consideration.

PROPOSED ACTIONS: Recommend approval of the proposed Social Media Policy and associated Resolution; or provide staff further direction.

ADJOURN

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

Administrative Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, February 24, 2025

4:00 PM

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

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

PRESENT: Bryce Blankenship, Drew Davis, Sandra Kelly

OTHERS: Mayor Art Bettge, Julia Parker

STAFF: Bill Belknap, Mia Bautista, Cody Riddle, Alisa Anderson, Scott Bontrager, Amanda Argona, Bob Buvel, Luke Hajda, Laurie M. Hopkins

REGULAR AGENDA

1. Selection of Committee Chair and Vice Chair (ACTION ITEM)

Council Member Bryce Blankenship was selected as Chair and Drew Davis as Vice Chair.

2. Approval of Administrative Committee November 25, 2024 Minutes (ACTION ITEM) - Laurie M. Hopkins

The minutes were approved as presented.

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

Inland North Waste is sponsoring an Earth Day Celebration on Saturday, April 26th, from 4 to 7 pm in East City Park. The annual event honors the ways our community protects and preserves our environment and is offered free of charge. Live music and eco-minded organizations are part of this event, in addition to food and a beer garden. The applicant anticipates 1 (one) licensed beer vendor in the beer garden, which is estimated to be 25'x25' in size. Following standard operating procedures for events with alcohol within a City Park, Inland North Waste is requesting the allowance of attendees to possess and consume alcoholic beverages within the 25'x25' beer garden during the aforementioned date and time. Per Moscow City Code, Section 5-13-4, a draft resolution has been prepared by the Community Events Division and reviewed by the Legal Department for the Council's consideration to permit this typically prohibited activity.

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the possession and consumption of alcoholic beverages in the designated beer garden in East City Park for Earth Day Celebration for the duration of the event; or provide staff with further direction.

Argona introduced the item as written above. This is the fourth year of the celebration and the same set-up as years past. The Committee recommended approval and that it be placed on the Council consent agenda.

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

In 2018, the Farmers Market Commission and Community Events Division implemented the first iteration of the Moscow Farmers Market Handbook. The Handbook is an expanded policy document meant to provide clarity and serve as a resource for anyone seeking information on the Market, as well as hold Market participants accountable for operating procedures. At the end of each season, the

policies that make up the Handbook are considered in depth by staff and the Farmers Market Commission. The Commission reviewed the proposed changes to the Handbook on February 4, 2025, and are presenting accepted changes for approval and adoption by the Council for the 2025 Market Season.

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

Argona introduced the item as written above. The policies are aligned with the mission and vision of the market. The subcommittee took two meetings of review. The definition of “handmade” was revised to limit the use of AI in the market. A new agricultural vendor subcategory of seafood was created with the limitation of harvesting in Idaho, Washington, Oregon and Montana only. Updates were made to prepared food vendor definition and subcategories, craft/artisan vendors, and the vendor space assessment & audit. Appendix 6 was simplified by reformatting the vendor approval process to a three-step process. The Commission wants to take this year and review economic opportunity core value for minority vendors. In answer to committee questions, Argona responded the new 4th Street section was successful. In 2023 a copyright statement was added to the handbook.

always surprised, when a vendor puts the time into sending an email, feedback from people wasn't out of the ordinary. Fourth Street was new and . The Committee recommended approval and that it be placed on the Council consent agenda.

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

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

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

Buvel introduced the item as written above. During the design process, and after discussions with the Water Division, the project will include part of Harold Street, tying into Mountain View Rd and Joseph Street from Camas to Mountain View Rd. If a change order exceeds 10% of the contract amount, the change order would come before Council for approval. In relation to the bid amounts, five of the nine bidders were all grouped below \$650,000. The projects are also attracting contractors outside of the normal quad-city area. The Committee recommended approval and that it be placed on the Council consent agenda.

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

This project's scope is to provide frontage improvements to the south portion of the Moscow Recycling Center along C Street. It consists of the removal of existing pedestrian ramps and curbs and the construction of new ADA compliant pedestrian ramps, curb, sidewalk, asphalt pavement, concrete pavement, street trees, historical style lighting, fencing, and associated work on the north half of C Street from Almon Street to Washington Street. This work also includes storm drainage adjustments to accommodate the new curb location. The City published an advertisement for bids on January 25, 2025,

and the Engineer's Estimate for construction was \$299,497.50. Bids were opened on February 11, 2025, at which five (5) bids were received. The bids ranged from \$290,982.00 to \$422,277.00. Of those bids, the lowest responsive bid received was submitted by ML Albright & Sons of Lewiston, ID with a bid of \$290,982.00. A bid tabulation is included in the packet.

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

Bontrager introduced the item as written above. The street will have curb, gutter, sidewalk, fencing, trees and tree grates, irrigation and historic illumination. Stevie Johnson said employees of the recycling center and those that are visiting across the street are parking in that area. The Committee recommended approval and that it be placed on the Council consent agenda.

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

The U.S. Department of Transportation, Build America Bureau, has announced \$27 million for the Rural and Tribal Assistance Pilot Program (RTAPP) in no-match funds for transportation project development. Eligible activities include technical assistance grants to rural and tribal communities for the planning and design phases to develop transportation projects. The grant funding can be used to hire staff or advisors to assist with planning and design phase activities, including feasibility studies, preliminary engineering and design, and environmental review. Single project grants can range from \$200,000 up to \$750,000 each. Staff has identified the engineering and design of the "Palouse River Drive Corridor Multimodal Improvement Project" (PRDC) as eligible to submit for the RTAPP funding opportunity. The project will start from Highway 8 on Mountain View Road then south to East Palouse River Drive, continuing to West Palouse River Drive, ending at the city limits near Sand Road. Staff estimates total project costs, for preliminary design services, not to exceed \$600,000.

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

Anderson introduced the item as written above. This program allows for preliminary design which isn't offered often. This also doesn't require a match. The project begins at Highway 8 and Mountain View, south to Palouse River Drive (PRD), then west to Hwy 95 all the way to Sand Road. The application opens on March 4 and must be uploaded quickly as it is a first-come-first-serve grant. Bontrager said the portion of Mountain View Rd will be the east side as the west side is complete. This project will be a full arterial standard widening the road with curbs, gutters, sidewalks and green strips. There will be a conceptual review of a roundabout at Mountain View and PRD for future need. The majority of the south side of PRD is in the county. North side of PRD will be curbs, gutters, sidewalks. Quite a bit of the south side of PRD west of highway 95 is completed already. Review of where to extend Blaine to PRD will also be reviewed.

Anderson said this project is a first step which would allow the City to apply for the larger projects. If awarded, there is 36 months to complete the project. An in-kind contribution will be included to show contribution to the project. The City has a good single audit record and federal funding history. Preliminary design estimate would not exceed \$600,000.

Blankenship is excited to apply. Given federal cuts, is there any worry that if we get awarded that it would be pulled back? Anderson said this is one of those projects the new administration is in favor of. She doesn't see this type of project being pulled.

In answer to Davis, Bontrager said for the \$600,000, it will be 30-50% design depending on negotiations.

Typically paying \$100 per foot for consulting depending on complexity. This project will have a lot of right-of-way and a full environmental. It may be more along \$125-130 per foot. The portions that need it the most is starting on the east to west. The west side of PRD has a lot going on with multiple agencies wanting to tie in.

Kelly said the road is a bit scary driving at night so this will be a great upgrade.

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

ADJOURN

The meeting concluded at 4:43 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, March 24, 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)

DESCRIPTION

The owners of Commercial Block LLC have applied for an alcohol license with the City of Moscow. 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. Commercial Block is located at 215 S Main Street, which is within 300 feet of the United Church of Moscow. The proposed location has had alcohol service in the past as the prior location of Colter's Creek Winery tasting room. The owners, Drew and Jolena Owen are in the process of applying for the state and county licenses. A letter of request for waiver has been submitted and is included in the meeting packet. Also submitted is a support letter from United Church of Moscow.

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 of worship and recommend approval of the waiver; or provide staff further direction.

STAFF RECOMMENDATION

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 of the waiver.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

Staff time to process license.

ATTACHMENTS

1. Commercial_Block_2025_app for packet
2. Commercial_Block_2025_request for waiver

3. 300 feet map
4. Commercial_Block_2025_United Church support ltr

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



NEW LICENSE

LICENSE EXPIRES EVERY JANUARY 31ST

Date: 3/10/25

LICENSE TYPE AND FEES

State License Number 44412 Premise Number 1L-44412

Type of License	Amount	Total
☒ Beer – retail sale for off-premise consumption	\$50.00	X 50.00
☒ Beer – by the drink for on premise consumption	\$200.00	X 200.00
☐ Wine – retail sale for off premise consumption (must also have retail beer license) *	\$200.00	
☐ Wine – by the drink for on premise consumption (must also have retail beer license) *	\$200.00	
☒ Wine – by the drink AND retail sale on/off premise (must also have retail beer license) *	\$350.00	X 350.00
☒ Inspection fee (may be waived if a building permit is required for construction/remodel)	\$125.00	X 125.00
☒ Restaurant Certification	\$0.00	0.00
TOTAL		725

* 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) Commercial Block LLC Phone # [REDACTED]

Business street address 215 S Main Street Moscow ID 83843

Business mailing address [REDACTED] Moscow ID 83843

Type of business Restaurant

Business days of operation Fluruate-weekends-Thursday Hours of operation 9-12am 3-9pm

Business contact person Drew + Jolena Owen Phone # [REDACTED]

Business email jaygarllc2017@gmail.com jolenaowen@gmail.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.) Commercial Block, LLC

Applicant Name (owner, president, chair, etc.) Drew + Jolena Owen

List any and all previous names _____

Title Owner, Drew Owen Date of birth [REDACTED]
Mailing Address [REDACTED] Moscow ID 83843
Idaho resident ☒ Yes ☐ No Length of Idaho residency 46 years
Contact email jaygar11c2017@gmail.com Phone [REDACTED]
Idaho State Tax Commission Seller's Permit Number (SEIN) 006372602
Idaho Tax ID Number (FEIN) [REDACTED]

- ☐ 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 _____ Phone: _____
Address _____ Ownership interest _____

MANAGER INFORMATION (local manager in charge of selling alcohol)

Manager's name Jolena Owen
Length of Idaho residency 45 yrs Date of Birth [REDACTED]

PROPERTY INFORMATION

Premises are ☒ owned ☐ leased/rented
Building owner name Drew + Jolena Owen
If same as applicant, move on to premises section.
Building owner address [REDACTED]
Building owner contact email jaygar11c2017@gmail.com
Building owner home phone: _____ Building owner cell phone: [REDACTED]

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

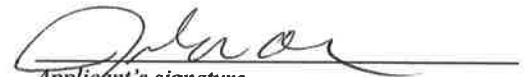
Is the business a full-service restaurant? ☐ No ☒ Yes

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

If no, proceed to Hold Harmless.

I, Johna Owen, (applicant name) being first duly sworn on oath, depose and agree that:

- I am connected with the above business as the Owner (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, Jolena Owen (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 Commercial Block (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.

Jolena
Applicant's signature

FINAL CERTIFICATION

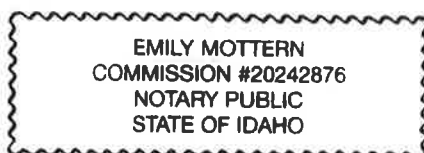
I have read the foregoing and understand that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person or entity, can void or alter the terms of this Agreement. By signing below, I, Jolena Owen, certify under penalty of perjury pursuant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

Jolena
Applicant's Signature

3/19/25
Date

STATE OF Idaho)
County of Latah) ss:

Subscribed and sworn before me this 19th day of March, 2025.



Emily Mottern
Residing at 525 W 3rd St Moscow, ID 83843
My Commission Expires: 8/6/2030

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.

Drew and Jolena Owen
215 S. Main Street
Moscow, ID 83843
Jaygarllc2017@gmail.com
208-867-5292

March 19, 2025

Subject: Request for Waiver of Restriction under Section 6-17.B

We are writing to formally request a waiver under section 6-17.B of the Moscow City Code, which prohibits the issuance of a license for any location where beer is sold or dispensed for on-premises consumption if the location is within 300 feet of a public school, church, or any other place of worship.

We are requesting a waiver for the premises located at 215 S. Main Street in Moscow where we intend to sell and dispense beer/wine. As the distance from the nearest public school/church/place of worship to the entrance of the premises is less than the 300-foot limitation.

I am confident that granting this waiver will not only ensure the continued success of this downtown business but also contribute positively to our great downtown. We are fully committed to adhering to all other laws and regulations concerning the responsible sale and consumption of beer/wine.

I respectfully ask that the Council consider our request and grant an exemption to the 300-foot restriction outlined in section 6-17.B. I am happy to provide any additional information or documentation required to support this request.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

Drew and Jolena Owen
Commercial Block LLC







The United Church of Moscow

123 West First
Moscow, Idaho 83843



American Baptist, U. S. A.
Christian Church (Disciples of Christ)

Church Office
(208) 882-2924

Monday, March 17, 2025

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

Dear City Council Members,

In accordance with Code 6-17B, requiring any business selling beer/wine/alcohol within 300 feet of a church to seek approval, please accept this letter of support for the establishment of Commercial Block, LLC at 215 S Main St.

Our principal hours of business take place between 10:00 am and 1:00 pm on Sundays. While there are children on the United Church of Moscow property as part of the Lotus Learning program, the children are closely supervised, often in a one to one therapeutic environment. As such, we do not have any objections to the presence or operations of Commercial Block, LLC occurring within 300 feet of the United Church of Moscow.

Thank you for considering our letter of support.


Meredyth Goodwin

UCM Board Chair



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, March 24, 2025



AGENDA ITEM TITLE

Consideration of the Dissolution of the Moscow Pathways Commission (ACTION ITEM) - David Schott

RESPONSIBLE STAFF

David Schott, Parks and Facilities Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Moscow Pathways Commission has faced ongoing challenges in identifying substantive topics for discussion during its regular meetings. With no major pathway improvement projects currently planned, the commission has experienced a lack of meaningful agenda items directly related to its mission. Despite these challenges, the commission has continued efforts to engage the public through events such as the Annual Bike Tour, Annual Pedestrian Tour, and Bike to Work Day. However, participation in these events has remained consistently low.

The origins of the commission trace back to 1994 when the City of Moscow established the Linear Park Task Force to develop a preliminary linear park plan for the community. In 2001, this task force was succeeded by the Paradise Path Task Force, which expanded efforts to plan and develop a comprehensive linear pathway system with citywide and regional connectivity. Recognizing its growing role, the Moscow City Council reevaluated the Paradise Path Task Force in 2013 and initially extended its status for one year. In 2015, the task force formally transitioned into the Moscow Pathways Commission, marking two decades of volunteer efforts in shaping the city's pathway network and laying the groundwork for future expansions.

On February 11, 2025, during its regular meeting, the Moscow Pathways Commission voted to recommend its dissolution. The approved motion stated: *"Given the pressures on the City budget, and that the charter of the Moscow Pathways Commission is largely redundant with those of the Transportation Commission and the Parks and Recreation Commission, the Moscow Pathways Commission recommends that it be dissolved."* This recommendation acknowledges the commission's contributions to Moscow's pathway system while recognizing that its responsibilities may now be more effectively addressed by other city commissions.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Receive the request from the Moscow Pathways Commission to dissolve and recommend approval of the proposed ordinance to repeal Moscow City Code Title 3, Chapter 14; or provide staff with further direction.

STAFF RECOMMENDATION

Receive the request from the Moscow Pathways Commission to dissolve and recommend approval of the proposed ordinance to repeal Moscow City Code Title 3, Chapter 14.

OTHER RESOURCES

N/A

FISCAL IMPACT

N/A

PERSONNEL IMPACT

N/A

ATTACHMENTS

1. 02.11.25 Pathways Commission Letter to Mayor - Signed
2. Ordinance 2025- Repeal T3 CH14_final



Public Works & Services

♦ ♦ ♦ ♦
Tyler Palmer, MPA
Public Works Director/
Deputy City Administrator
♦ ♦ ♦ ♦

David Schott
Parks and Facilities Manager

Jay Lewis
Facilities Maintenance Supervisor

Calvin Macy
Parks Supervisor

♦ ♦ ♦ ♦
1724 East F St
P.O. Box 9203
Moscow ID 83843
Business (208) 883-7084
Fax (208) 883-0544

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019
City Hall (208) 883-7000

♦ ♦ ♦ ♦
Arthur D. Bettge
Mayor

♦ ♦ ♦ ♦
Bill Belknap
City Administrator
♦ ♦ ♦ ♦

February 12, 2025

Mayor Art Bettge and Moscow City Council
206 East Third Street
Moscow, Idaho 83843

Re: Moscow Pathways Commission Dissolution

Dear Mayor Bettge and Members of the Moscow City Council,

On behalf of the Moscow Pathways Commission, I recommend the dissolution of the Moscow Pathways Commission.

On February 11, 2025 during the Moscow Pathways Commission regular meeting, the commission recommended to disband by approving the following motion:

Given the pressures on the City budget, and that the charter of the Moscow Pathways Commission is largely redundant with those of the Transportation Commission and the Parks and Recreation Commission, the Moscow Pathways Commission recommends that it be dissolved.

On a personal note, I would like to point out that the members of the Moscow Pathways Commission have years of expertise, a passion to serve, and a unique perspective to offer the Transportation and the Parks and Recreation Commissions. I believe that the city of Moscow could benefit from redistributing the positions of our members into those commissions in some way.

Thank you for your thoughtful consideration of this recommendation.

Sincerely,

Tanya Denison
Chair, Moscow Pathways Commission



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post consumer
content

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REPEAL OF MOSCOW CITY CODE TITLE 3, CHAPTER 14, MOSCOW PATHWAYS COMMISSION; 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 City of Moscow established the Linear Park Task Force in 1994 to develop a preliminary linear park plan for the community; and

WHEREAS, in 2001, the Linear Park Task Force was succeeded by the Paradise Path Task Force to further efforts in planning and developing a linear pathway system with potential citywide and regional connections; and

WHEREAS, in 2005, the Paradise Path Task Force commemorated the completion of pathway property acquisition from the Bill Chipman Palouse Trail to the Latah Trail with a ribbon-cutting ceremony at the Blaine Street junction; and

WHEREAS, the Paradise Path Task Force successfully developed a linear pathway system connecting the eastern and western entrances of the City through adjacent path networks, while also establishing local neighborhood links within the Paradise Path system; and

WHEREAS, in 2013, the Moscow City Council evaluated the future of the Paradise Path Task Force and approved a motion to extend its status for one year, requiring quarterly reports to the Administrative Committee and a final report to the full Council for further consideration; and

WHEREAS, in 2015, the Paradise Path Task Force was granted Commission status by the City of Moscow, recognizing 20 years of volunteer service in developing the Paradise Path trail system and affirming the need for continued planning and expansion of the City's pathway network; and

WHEREAS, in September 2018, the Highway 8 Underpass was completed, enhancing connectivity within the City's pathway system; and

WHEREAS, in November 2018, the City celebrated the grand opening of Blackbird Station, further expanding community access to the pathway network; and

WHEREAS, on February 11, 2025, during its regular meeting, the Moscow Pathways Commission recommended its dissolution, approving the following motion: *"Given the pressures on the City budget, and that the charter of the Moscow Pathways Commission is largely redundant with those of the Transportation Commission and the Parks and Recreation Commission, the Moscow Pathways Commission recommends that it be dissolved."*

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MOSCOW AS FOLLOWS:

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

SECTION 2: That Title 3, Chapter 14 of the Moscow City Code be, and the same is hereby repealed:

...

Chapter 14 — MOSCOW PATHWAYS COMMISSION

~~Sec. 14 1: Purpose~~

~~Sec. 14 2: Commission Established~~

~~Sec. 14 3: Organization~~

~~Sec. 14 4: Duties~~

~~Sec. 14 5: Reports~~

~~Sec. 14 1. Purpose.~~

~~The purpose of the Moscow Pathways Commission is to promote and improve the development of a path system in and around Moscow, embracing three (3) important community concerns: (1) active transportation; (2) recreation; and (3) resource conservation/enhancement, and to otherwise act in an advisory role to the Council.~~

~~(Ord. 2015-03, 02/17/2015)~~

~~Sec. 14 2. Commission Established.~~

~~A Commission of seven (7) citizens shall be appointed by the Mayor with the approval of the Council to serve three (3) year appointments with staggered terms and serving without pay. The seven (7) members shall consist of at least six (6) citizens of Moscow and one (1) may be a citizen of Latah County who does not reside within City limits. The City Parks and Recreation Manager or designee shall serve as staff liaison. A Moscow City Council member shall be a non-voting ex-officio member of the Commission.~~

~~The first year of the Commission, three (3) members will be appointed for three (3) year terms; two (2) members will be appointed for two (2) years terms; and two (2) members will be appointed for one (1) year terms. All subsequent appointments will be for three (3) year terms, unless it is an appointment to fill a vacated position; then, that appointment will be through the end of the vacated position's term.~~

~~(Ord. 2015-03, 02/17/2015; 2021-09, 07/19/2021)~~

~~Sec. 14 3. Organization.~~

~~The Moscow Pathways Commission, at the first meeting each year, shall elect a chair, vice chair, and secretary from within its membership that will serve one (1) year terms in those positions; shall hold regular public meetings to discuss Pathway business; and shall cause the secretary to maintain a written record of its deliberations and proceedings.~~

~~(Ord. 2015-03, 02/17/2015)~~

~~Sec. 14 4. Duties.~~

~~A. The Moscow Pathways Commission shall be advisory in nature with the purpose of providing advice to the Mayor and the Council as to the preservation, protection and management of the pathway system in and around the City, in accordance with the intents and purposes of this Chapter.~~

~~B. The Moscow Pathways Commission will help develop and implement educational and other programs addressing community needs related to the development and operation of the path system.~~

~~(Ord. 2015-03, 02/17/2015)~~

~~Sec. 14 5. Reports.~~

~~The Moscow Pathways Commission shall make reports, findings, and recommendations from time to time as requested by the Mayor and/or Council, or as is appropriate.~~

~~(Ord. 2015-03, 02/17/2015)~~

...

SECTION 3: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of the remaining provisions. The remaining Chapters and Sections of Title 3 shall be in full force and effect.

SECTION 4: EFFECTIVE DATE. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Moscow. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication according to law.

PASSED on Motion by the Following Vote:

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

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

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _____, 2025.

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, March 24, 2025



AGENDA ITEM TITLE

Public Avenue Corridor Safety Improvements - Bid Results and Funding Contribution (ACTION ITEM)
- Scott Bontrager

RESPONSIBLE STAFF

Scott Bontrager, City Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

In January 2019, City staff submitted a grant application for the Public Avenue Corridor Safety Improvements project under Local Highway Safety Improvement Program (LHSIP). The LHSIP is a federal grant program administered through the Local Highway Technical Assistance Council (LHTAC) on behalf of the Idaho Transportation Department (ITD). The project includes a 1,100-foot-long corridor located on Public Avenue in northeastern Moscow between Polk Street and Lincoln Street. The design is focused on corridor safety and addresses the high rate of injury crashes and fatalities on this section of the roadway. The project includes the installation of a permanent concrete splitter island at the currently skewed intersection of Polk Street and Public Avenue and upgrading the roadway to include full 12-foot vehicle lanes and 5-foot bicycle lanes. The project will also include the installation of 2,200 linear feet of curb, gutter, and a 5-foot sidewalk. These improvements will widen the roadway and eliminate roadside ditches, creating a more navigable corridor for both vehicles and pedestrians/cyclists. These improvements will provide a safer environment and help keep drivers on the road through the installation of curbing and advance warning signs for the curves. The reduction of several roadside hazards to include ditch lines, trees, and utility poles will greatly decrease the risk of injury accidents. Lastly, the installation of larger, retroreflective signs and thermoplastic crosswalk bars will increase stop compliance at intersections.

The City received a notice of award in April 2019 with total project costs estimated to be \$880,000 to include grant funds of \$815,408 and a local match of 7.34% or \$64,592. The project was scheduled for design in 2021 and construction in 2022. In August 2020, the City executed a State/Local Agreement for Project Development and Design. Next, a Local Professional Services Agreement for \$96,078 for engineering and design was executed with HMH, LLC, on September 23, 2021, stating the work was to be completed by June 30, 2022. The project design completion was delayed until June 2024 due to many factors, including COVID-19 and the need to negotiate and purchase an easement and obtain right-of-way which was not previously anticipated. Upgrades to the project, including a total reconstruction of the entire roadway width versus the prior planned widening improvements, the addition of a new underground storm drain system, and unprecedented post-COVID construction inflation have all increased the cost of construction from what was originally anticipated in 2019.

On September 3, 2024, City Council approved the State/Local Agreement for Construction and corresponding Resolution, which included increasing the local contribution by \$399,936 prior to the project advertisement. These cost increases were partially due to easement and right-of-way expenses, rebuilding of the entire roadway width, stormwater installation, and increased construction costs since

2019.

On January 15, 2025, the Idaho Transportation Department published an advertisement for bids with the Engineer's Estimate for construction at \$1,361,174.77. Bids were opened by ITD on February 25, 2025, at which five (5) bids were received. The bids ranged from \$1,814,999.99 to \$2,455,697.51 (see attached bid tabulation). Of those bids, the lowest responsive bid received was submitted by Knife River Corporation with a bid of \$1,814,999.99. With the lowest responsive bid at \$1,814,999.99, the new total project costs have increased to \$2,423,838 with the federal grant award of \$1,561,113 (64%) and the local match needing to increase to \$862,725 (36%). To award the contract, LHTAC is requesting the City of Moscow to provide a letter of support along with the difference in funding, which equates to \$450,763. LHTAC plans to present the bid results and request to award to the Idaho Transportation Board at their April board meeting scheduled for April 17-18.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend providing LHTAC a letter of support for acceptance of the bid from Knife River Corporation and authorize \$450,763.00 of additional funding contribution, or provide staff with further direction.

STAFF RECOMMENDATION

Provide LHTAC a letter of support for acceptance of the bid from Knife River Corporation and authorize \$450,763.00 of additional funding contribution.

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

ATTACHMENTS

1. 22402 Public Ave Corridor Safety Improvements-City of Moscow - Bid Tabulation
2. 22402 Public Ave Proposed 24x36 Exhibit

2/25/2025 Bid Opening

Apparent Low Bidder

Item	Description	Quant.	Unit	Engineers Estimate		KNIFE RIVER CORPORATION - MOUNTAIN WEST		LARIVIERE, INC.		GRANITE CONSTRUCTION COMPANY		BIG SKY ID, CORP.		CREA CONSTRUCTION, INC.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
107-019A	SURVEY MONUMENT PRESERVATION	5,000.000	CA	\$1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
201-010A	CLEARING & GRUBBING	1.000	LS	\$20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,898.00	\$ 4,898.00	\$ 13,400.00	\$ 13,400.00	\$ 5,485.00	\$ 5,485.00	\$ 50,000.00	\$ 50,000.00
202-005A	SELECTIVE REMOVAL OF TREES INCLUDING STUMPS	14.000	EACH	\$750.00	\$ 10,500.00	\$ 825.00	\$ 11,550.00	\$ 904.00	\$ 12,656.00	\$ 1,305.00	\$ 18,270.00	\$ 394.00	\$ 5,516.00	\$ 1,200.00	\$ 16,800.00
203-005A	REMOVAL OF OBSTRUCTIONS	1.000	L S	\$5,000.00	\$ 5,000.00	\$ 3,100.00	\$ 3,100.00	\$ 6,645.00	\$ 6,645.00	\$ 5,800.00	\$ 5,800.00	\$ 2,311.00	\$ 2,311.00	\$ 3,350.00	\$ 3,350.00
203-006A	REMOVAL OF SIGN	7.000	EACH	\$150.00	\$ 1,050.00	\$ 300.00	\$ 2,100.00	\$ 75.00	\$ 525.00	\$ 61.00	\$ 427.00	\$ 75.40	\$ 527.80	\$ 135.00	\$ 945.00
203-015A	REMOVAL OF BITUMINOUS SURFACE	3,819.300	SY	\$5.00	\$ 19,096.50	\$ 3.25	\$ 12,412.73	\$ 6.00	\$ 22,915.80	\$ 9.00	\$ 34,373.70	\$ 6.50	\$ 24,825.45	\$ 5.00	\$ 19,096.50
203-025A	REMOVAL OF CATCH BASIN	2.000	EACH	\$1,000.00	\$ 2,000.00	\$ 1,100.00	\$ 2,200.00	\$ 442.00	\$ 884.00	\$ 700.00	\$ 1,400.00	\$ 640.00	\$ 1,280.00	\$ 850.00	\$ 1,700.00
203-055A	REMOVAL OF CONCRETE PAVEMENT	111.700	SY	\$25.00	\$ 2,792.50	\$ 28.00	\$ 3,127.60	\$ 20.00	\$ 2,234.00	\$ 40.00	\$ 4,468.00	\$ 17.50	\$ 1,954.75	\$ 38.00	\$ 4,244.60
203-060A	REMOVAL OF CONCRETE SIDEWALK	26.400	SY	\$25.00	\$ 660.00	\$ 28.00	\$ 739.20	\$ 21.00	\$ 554.40	\$ 36.00	\$ 950.40	\$ 34.50	\$ 910.80	\$ 32.00	\$ 844.80
203-065A	REMOVAL OF CURB	156.300	FT	\$15.00	\$ 2,344.50	\$ 8.00	\$ 1,250.40	\$ 11.00	\$ 1,719.30	\$ 8.00	\$ 1,250.40	\$ 15.00	\$ 2,344.50	\$ 16.00	\$ 2,500.80
203-095A	REMOVAL OF MANHOLE	3.000	EACH	\$1,500.00	\$ 4,500.00	\$ 1,950.00	\$ 5,850.00	\$ 497.00	\$ 1,491.00	\$ 1,500.00	\$ 4,500.00	\$ 1,727.00	\$ 5,181.00	\$ 1,700.00	\$ 5,100.00
203-122A	REMOVAL OF MISCELLANEOUS ITEMS	11.000	EACH	\$750.00	\$ 8,250.00	\$ 84.00	\$ 924.00	\$ 314.00	\$ 3,454.00	\$ 370.00	\$ 4,070.00	\$ 220.00	\$ 2,420.00	\$ 165.00	\$ 1,815.00
203-123A	REMOVAL OF MISCELLANEOUS ITEMS	1,108.800	FT	\$15.00	\$ 16,632.00	\$ 55.00	\$ 60,984.00	\$ 17.00	\$ 18,849.60	\$ 17.00	\$ 18,849.60	\$ 133.00	\$ 147,470.40	\$ 135.00	\$ 149,688.00
205-005A	EXCAVATION	2,400.000	CY	\$32.00	\$ 76,800.00	\$ 35.00	\$ 84,000.00	\$ 28.00	\$ 67,200.00	\$ 42.00	\$ 100,800.00	\$ 35.60	\$ 85,440.00	\$ 52.00	\$ 124,800.00
205-060A	WATER FOR DUST ABATEMENT	280.000	MG	\$20.00	\$ 5,600.00	\$ 1.00	\$ 280.00	\$ 38.00	\$ 10,640.00	\$ 40.00	\$ 11,200.00	\$ 59.00	\$ 16,520.00	\$ 0.01	\$ 2.80
205-095A	SOFT SPOT REPAIR	10,000.000	CA	\$1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
212-020A	SILT FENCE	216.000	FT	\$5.00	\$ 1,080.00	\$ 5.50	\$ 1,188.00	\$ 5.50	\$ 1,188.00	\$ 7.00	\$ 1,512.00	\$ 3.60	\$ 777.60	\$ 22.00	\$ 4,752.00
212-060A	STABILIZED CONSTRUCTION ENTRANCE	2.000	EACH	\$3,500.00	\$ 7,000.00	\$ 7,000.00	\$ 14,000.00	\$ 6,072.00	\$ 12,144.00	\$ 8,000.00	\$ 16,000.00	\$ 2,256.00	\$ 4,512.00	\$ 3,500.00	\$ 7,000.00
212-095A	INLET PROTECTION	15.000	EACH	\$100.00	\$ 1,500.00	\$ 145.00	\$ 2,175.00	\$ 233.00	\$ 3,495.00	\$ 123.00	\$ 1,845.00	\$ 38.40	\$ 576.00	\$ 60.00	\$ 900.00
303-022A	3/4" AGGREGATE TYPE B FOR BASE	1,753.500	TON	\$30.00	\$ 52,605.00	\$ 46.00	\$ 80,661.00	\$ 31.00	\$ 54,358.50	\$ 50.00	\$ 87,675.00	\$ 46.60	\$ 81,713.10	\$ 39.00	\$ 68,386.50
307-011A	OPEN-GRADED BASE CLASS II	2,024.600	TON	\$25.00	\$ 50,615.00	\$ 40.00	\$ 80,984.00	\$ 37.00	\$ 74,910.20	\$ 46.00	\$ 93,131.60	\$ 28.00	\$ 56,688.80	\$ 39.00	\$ 78,959.40
405-435A	SUPERPAVE HMA PAV INCLUDING ASPH&ADD - CLASS SP-3	1,031.200	TON	\$150.00	\$ 154,680.00	\$ 175.00	\$ 180,460.00	\$ 189.00	\$ 194,896.80	\$ 155.00	\$ 159,836.00	\$ 192.00	\$ 197,990.40	\$ 205.00	\$ 211,396.00
502-065A	CONCRETE CLASS 40 AF	7.000	CY	\$1,500.00	\$ 10,500.00	\$ 1,900.00	\$ 13,300.00	\$ 832.00	\$ 5,824.00	\$ 2,840.00	\$ 19,880.00	\$ 3,518.00	\$ 24,626.00	\$ 2,000.00	\$ 14,000.00
605-025A	12" STORM SEWER PIPE	207.200	FT	\$100.00	\$ 20,720.00	\$ 105.00	\$ 21,756.00	\$ 119.00	\$ 24,656.80	\$ 111.00	\$ 22,999.20	\$ 97.00	\$ 20,098.40	\$ 95.00	\$ 19,684.00
605-035A	18" STORM SEWER PIPE	182.700	FT	\$110.00	\$ 20,097.00	\$ 135.00	\$ 24,664.50	\$ 130.00	\$ 23,751.00	\$ 202.00	\$ 36,905.40	\$ 173.00	\$ 31,607.10	\$ 150.00	\$ 27,405.00
605-045A	24" STORM SEWER PIPE	1,295.600	FT	\$110.00	\$ 142,516.00	\$ 160.00	\$ 207,296.00	\$ 173.00	\$ 224,138.80	\$ 236.00	\$ 305,761.60	\$ 230.00	\$ 297,988.00	\$ 200.00	\$ 259,120.00
605-635A	ADJUST MANHOLE COVERS	4.000	EACH	\$750.00	\$ 3,000.00	\$ 1,800.00	\$ 7,200.00	\$ 1,023.00	\$ 4,092.00	\$ 812.00	\$ 3,248.00	\$ 730.00	\$ 2,920.00	\$ 700.00	\$ 2,800.00
605-640A	ADJUST VALVE COVERS	7.000	EACH	\$500.00	\$ 3,500.00	\$ 1,250.00	\$ 8,750.00	\$ 1,023.00	\$ 7,161.00	\$ 710.00	\$ 4,970.00	\$ 905.00	\$ 6,335.00	\$ 500.00	\$ 3,500.00
606-010A	6" PIPE UNDERDRAIN	20.000	FT	\$75.00	\$ 1,500.00	\$ 183.00	\$ 3,660.00	\$ 44.00	\$ 880.00	\$ 292.00	\$ 5,840.00	\$ 94.00	\$ 1,880.00	\$ 150.00	\$ 3,000.00
614-015A	SIDEWALK - City of Moscow Standard	879.900	SY	\$75.00	\$ 65,992.50	\$ 88.00	\$ 77,431.20	\$ 114.00	\$ 100,308.60	\$ 127.00	\$ 111,747.30	\$ 102.00	\$ 89,749.80	\$ 120.00	\$ 105,588.00
614-020A	DRIVEWAY - City of Moscow Standard	541.700	SY	\$70.00	\$ 37,919.00	\$ 135.00	\$ 73,129.50	\$ 141.00	\$ 76,379.70	\$ 220.00	\$ 119,174.00	\$ 184.00	\$ 99,672.80	\$ 140.00	\$ 75,838.00
614-025A	CURB RAMP - City of Moscow Standard	100.000	SY	\$105.00	\$ 10,500.00	\$ 235.00	\$ 23,500.00	\$ 227.00	\$ 22,700.00	\$ 366.00	\$ 36,600.00	\$ 384.00	\$ 38,400.00	\$ 420.00	\$ 42,000.00
615-255A	CURB - TYPE A - City of Moscow Standard	94.300	FT	\$50.00	\$ 4,715.00	\$ 74.00	\$ 6,978.20	\$ 48.00	\$ 4,526.40	\$ 136.00	\$ 12,824.80	\$ 154.00	\$ 14,522.20	\$ 70.00	\$ 6,601.00
615-490A	CURB & GUTTER - TYPE B - City of Moscow Standard	2,220.500	FT	\$45.00	\$ 99,922.50	\$ 68.00	\$ 150,994.00	\$ 35.00	\$ 77,717.50	\$ 59.00	\$ 131,009.50	\$ 62.40	\$ 138,559.20	\$ 70.00	\$ 155,435.00
616-010A	SIGN TYPE B-1	40.600	SF	\$40.00	\$ 1,624.00	\$ 27.75	\$ 1,126.65	\$ 31.00	\$ 1,258.60	\$ 25.00	\$ 1,015.00	\$ 31.50	\$ 1,278.90	\$ 26.00	\$ 1,055.60
616-040J	STEEL SIGN POST TYPE E-1	52.000	FT	\$25.00	\$ 1,300.00	\$ 74.00	\$ 3,848.00	\$ 83.00	\$ 4,316.00	\$ 67.00	\$ 3,484.00	\$ 82.90	\$ 4,310.80	\$ 45.00	\$ 2,340.00
616-040k	STEEL SIGN POST TYPE E-2	28.500	FT	\$30.00	\$ 855.00	\$ 55.50	\$ 1,581.75	\$ 63.00	\$ 1,795.50	\$ 50.00	\$ 1,425.00	\$ 62.80	\$ 1,789.80	\$ 45.00	\$ 1,282.50
616-080A	REINSTALL SIGN FACE	2.000	EACH	\$300.00	\$ 600.00	\$ 39.00	\$ 78.00	\$ 44.00	\$ 88.00	\$ 35.00	\$ 70.00	\$ 44.00	\$ 88.00	\$ 200.00	\$ 400.00
616-085A	REINSTALL SIGN POST	2.000	EACH	\$300.00	\$ 600.00	\$ 145.00	\$ 290.00	\$ 163.00	\$ 326.00	\$ 132.00	\$ 264.00	\$ 163.00	\$ 326.00	\$ 330.00	\$



BEGIN CONSTRUCTION
 BEGIN PROJECT A022(402)
 STA. 9+75
 N: 1852311.313
 E: 2312722.644

END CONSTRUCTION
 END PROJECT A022(402)
 STA. 22+50
 N: 1852763.398
 E: 2313873.992



3882 N. Schreiber Way, Suite 104
 Coeur d'Alene, ID 83815
 (208) 635-5825



22402 PUBLIC AVE
 CITY OF MOSCOW
 03/06/2025



PRELIMINARY WORKING DOCUMENT - NOT FOR CONSTRUCTION

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, March 24, 2025



AGENDA ITEM TITLE

Alley West Of Main Street Sewer - 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 construction of approximately 578 linear ft of 8" PVC sewer main, 110 linear ft of 4" PVC sewer pipe, replacing 23 sewer services, removal of one sanitary sewer manhole and installation of two new sanitary sewer manholes, as well as the surface restoration of asphalt and sidewalk in the Alley west of Main Street from Fourth Street to Sixth Street. The City advertised for bids on February 8, 2025 & February 15, 2025. The project was budgeted for \$381,100 in the Capital Improvement Plan and the final Engineer's Estimate for construction was \$471,960.

Bids were opened on March 4, 2025, at which seven (7) bids were received. The responsive bids ranged from \$366,913.32 to \$551,840.00. Of those bids, the lowest responsive bid received was submitted by Devout Excavation of Chattaroy, WA with a bid of \$366,913.32. A bid tabulation is included in the packet.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the bid from Devout Excavation LLC, award the contract in the amount of \$366,913.32, 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 Devout Excavation LLC, award the contract in the amount of \$366,913.32, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

OTHER RESOURCES

FISCAL IMPACT

Funds for the project will be expended from capital accumulation in the Sewer Main Program (330-230-770-45).

PERSONNEL IMPACT

Engineering Division staff will administer construction contract and inspection.

ATTACHMENTS

1. Bid Tabulation - Alley W. of Main
2. Construction Agreement _Alley W. of Main_final with attachments

Alley W. of Main Street - 4th to 6th
Bids Opened 3/4/25

				Engineers Estimate		Bid From: LOW BIDDER		Bid From:		Bid From:		Bid From:		Bid From:		Bid From:		Bid From:		Bid From: Non-Responsive	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
	MOBILIZATION																				
1	Mobilization	1	LS	\$40,000.00	\$40,000.00	\$36,169.00	\$36,169.00	\$40,300.00	\$40,300.00	\$60,000.00	\$60,000.00	\$47,500.00	\$47,500.00	\$54,273.00	\$54,273.00	\$85,000.00	\$85,000.00	\$48,760.00	\$48,760.00		
	REMOVALS																				
2	Remove / Dispose of Bituminous Surface	427	SY	\$20.00	\$8,540.00	\$31.77	\$13,565.79	\$15.00	\$6,405.00	\$20.00	\$8,540.00	\$16.00	\$6,832.00	\$20.00	\$8,540.00	\$15.00	\$6,405.00	\$13.50	\$5,764.50		
3	Remove / Dispose of Manhole	1	EA	\$2,000.00	\$2,000.00	\$4,506.22	\$4,506.22	\$1,300.00	\$1,300.00	\$3,200.00	\$3,200.00	\$2,500.00	\$2,500.00	\$605.00	\$605.00	\$4,110.00	\$4,110.00	\$4,042.00	\$4,042.00		
4	Remove / Dispose of 8" Clay Pipe	578	LF	\$20.00	\$11,560.00	\$68.50	\$39,593.00	\$6.00	\$3,468.00	\$5.00	\$2,890.00	\$6.00	\$3,468.00	\$6.50	\$3,757.00	\$44.00	\$25,432.00	\$3.00	\$1,734.00		
5	Remove / Dispose of Storm Catch Basin	3	EA	\$800.00	\$2,400.00	\$1,419.25	\$4,257.75	\$350.00	\$1,050.00	\$400.00	\$1,200.00	\$450.00	\$1,350.00	\$569.00	\$1,707.00	\$368.00	\$1,104.00	\$1,522.00	\$4,566.00		
6	Remove / Dispose of 12" Storm Pipe	20	LF	\$20.00	\$400.00	\$49.35	\$987.00	\$70.00	\$1,400.00	\$25.00	\$500.00	\$45.00	\$900.00	\$11.00	\$220.00	\$41.00	\$820.00	\$290.00	\$5,800.00		
	SEWER																				
7	Install 8" PVC Sanitary Sewer Pipe	578	LF	\$20.00	\$11,560.00	\$102.21	\$59,077.38	\$173.00	\$99,994.00	\$250.00	\$144,500.00	\$300.00	\$173,400.00	\$251.00	\$145,078.00	\$169.00	\$97,682.00	\$161.00	\$93,058.00		
8	Install 4" Sanitary Sewer Pipe	110	LF	\$300.00	\$33,000.00	\$55.81	\$6,139.10	\$200.00	\$22,000.00	\$190.00	\$20,900.00	\$296.00	\$32,560.00	\$154.00	\$16,940.00	\$82.00	\$9,020.00	\$96.20	\$10,582.00		
9	Sanitary Sewer Manhole (4' Diam.)	2	EA	\$7,000.00	\$14,000.00	\$8,295.28	\$16,590.56	\$5,500.00	\$11,000.00	\$5,200.00	\$10,400.00	\$7,000.00	\$14,000.00	\$6,543.00	\$13,086.00	\$5,970.00	\$11,940.00	\$8,093.00	\$16,186.00		
10	Install 12" PVC Storm Sewer Pipe	20	LF	\$200.00	\$4,000.00	\$150.30	\$3,006.00	\$641.00	\$12,820.00	\$175.00	\$3,500.00	\$199.00	\$3,980.00	\$151.00	\$3,020.00	\$436.00	\$8,720.00	\$298.00	\$5,960.00		
11	Install Storm Catch Basin	3	EA	\$3,000.00	\$9,000.00	\$2,079.25	\$6,237.75	\$2,900.00	\$8,700.00	\$2,400.00	\$7,200.00	\$2,870.00	\$8,610.00	\$3,218.00	\$9,654.00	\$2,440.00	\$7,320.00	\$3,582.00	\$10,746.00		
12	Reconnect to Sanitary Manhole	1	EA	\$3,000.00	\$3,000.00	\$680.92	\$680.92	\$540.00	\$540.00	\$2,400.00	\$2,400.00	\$2,000.00	\$2,000.00	\$2,201.00	\$2,201.00	\$3,880.00	\$3,880.00	\$6,716.00	\$6,716.00		
13	Reconnect Existing Sewer Service	23	EA	\$2,000.00	\$46,000.00	\$820.89	\$18,880.47	\$1,080.00	\$24,840.00	\$1,350.00	\$31,050.00	\$625.00	\$14,375.00	\$935.00	\$21,505.00	\$2,300.00	\$52,900.00	\$687.00	\$15,801.00		
14	Lateral Scoping / Verification	23	EA	\$8,000.00	\$184,000.00	\$789.13	\$18,149.99	\$230.00	\$5,290.00	\$180.00	\$4,140.00	\$275.00	\$6,325.00	\$311.00	\$7,153.00	\$519.00	\$11,937.00	\$110.00	\$2,530.00		
15a	Bypass Pumping Equipment Procurement	1	LS	\$15,000.00	\$15,000.00	\$26,227.09	\$26,227.09	\$11,200.00	\$11,200.00	\$9,500.00	\$9,500.00	\$23,000.00	\$23,000.00	\$3,857.00	\$3,857.00	\$30,060.00	\$30,060.00	\$8,395.00	\$8,395.00		
15b	Bypass Pumping Operation	15	DAY	\$300.00	\$4,500.00	\$1,219.00	\$18,285.00	\$1,500.00	\$22,500.00	\$200.00	\$3,000.00	\$225.00	\$3,375.00	\$1,106.00	\$16,590.00	\$5,910.00	\$88,650.00	\$1,104.00	\$16,560.00		
	ROADWAY																				
16	Hot Mix Asphalt	80	TON	\$200.00	\$16,000.00	\$358.88	\$28,710.40	\$506.00	\$40,480.00	\$390.00	\$31,200.00	\$317.00	\$25,360.00	\$736.00	\$58,880.00	\$308.00	\$24,640.00	\$505.00	\$40,400.00		
	MISC																				
17	Inlet Protection	10	EA	\$200.00	\$2,000.00	\$72.99	\$729.90	\$141.00	\$1,410.00	\$45.00	\$450.00	\$105.00	\$1,050.00	\$296.00	\$2,960.00	\$168.00	\$1,680.00	\$833.70	\$8,337.00		
18	Traffic Control	1	LS	\$15,000.00	\$15,000.00	\$11,220.00	\$11,220.00	\$30,800.00	\$30,800.00	\$16,500.00	\$16,500.00	\$25,000.00	\$25,000.00	\$27,323.00	\$27,323.00	\$25,540.00	\$25,540.00	\$8,280.00	\$8,280.00		
19	Force Account	1	LS	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00		
20	Quality Assurance	1	LS	\$15,000.00	\$15,000.00	\$18,900.00	\$18,900.00	\$10,400.00	\$10,400.00	\$6,350.00	\$6,350.00	\$7,000.00	\$7,000.00	\$9,339.00	\$9,339.00	\$20,000.00	\$20,000.00	\$11,155.00	\$11,155.00		
				TOTAL	\$471,960.00	TOTAL	\$366,913.32	TOTAL	\$390,897.00	TOTAL	\$402,420.00	TOTAL	\$437,585.00	TOTAL	\$441,688.00	TOTAL	\$551,840.00	TOTAL	\$360,372.50		

**CONSTRUCTION AGREEMENT
FOR ALLEY WEST OF MAIN STREET SEWER - 2025
BETWEEN CITY OF MOSCOW, IDAHO
AND DEVOUT EXCAVATION LLC**

THIS CONSTRUCTION AGREEMENT FOR ALLEY WEST OF MAIN STREET SEWER - 2025 BETWEEN CITY OF MOSCOW, IDAHO, AND DEVOUT EXCAVATION LLC (hereinafter "Agreement"), dated this ____ day of _____, 2025, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Devout Excavation LLC, P.O. Box 1498 Bemidji, Minnesota, 56619 (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: Alley West of Main Street Sewer - 2025, City of Moscow Project No. 114-025, Attachment "A" consisting of 136 pages;
2. Bid Proposal of CONTRACTOR, received March 4, 2025, Attachment "B", consisting of 11 pages;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addendum No. 1 and Addendum No. 2 , Attachment "C", consisting of 4 pages; and
5. Change Orders, which may be delivered or issued after the effective date of this Agreement.

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

ARTICLE 2. WORK

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

ALLEY WEST OF MAIN STREET SEWER - 2025

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no earlier than May 5, 2025, and shall be substantially completed no later than September 26, 2025. The work shall be completed within Sixty (60) 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 Sixty-Six Thousand, Nine Hundred Thirteen Dollars and Thirty-Three Cents (\$366,913.33), as submitted by CONTRACTOR. In no event shall the Contract amount exceed CONTRACTOR's bid amount of Three Hundred Sixty-Six Thousand, Nine Hundred Thirteen Dollars and Thirty-Three Cents (\$366,913.33), 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:

Devout Excavation LLC
Jeff Scripture
P.O. Box 1498
Bemidji, MN 56619

CITY:

City of Moscow
Engineering Division
206 East Third Street
PO 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, Jeff Scripture, 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 Devout Excavation LLC to this Agreement. If I am signing this document utilizing a digital signature, I understand that my digital signature is valid and binding upon me to the same force and effect as a handwritten signature.

CONTRACTOR:

Devout Excavation LLC

CITY:

City of Moscow, Idaho

Jeff Scripture, 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 Jeff Scripture, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for Devout Excavation LLC.

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



COMMUNITY DEVELOPMENT ENGINEERING DIVISION

DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:

ALLEY WEST OF MAIN STREET SEWER- 2025

CITY OF MOSCOW PROJECT NO. 114-025

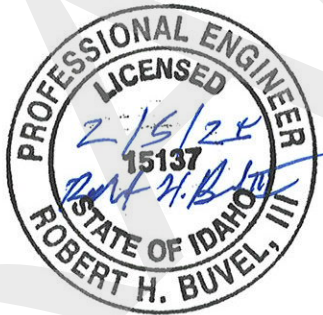
CITY OF MOSCOW, IDAHO

**Community Planning and Design
Engineering Division
Moscow, Idaho 83843
(208) 883-7034**

Plans, Specifications and Proposal

ALLEY WEST OF MAIN STREET SEWER - 2025

CITY OF MOSCOW PROJECT NO. 101-022



**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 – ALLEY W. OF MAIN SEWER – 4TH TO 6TH STREET**” until **2:00 p.m.**, prevailing local time, **Tuesday, February 25, 2025**, for the following project:

ALLEY W. OF MAIN SEWER – 4TH TO 6TH STREET

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

This project consists of, but is not limited to, the removal and installation of sanitary manholes of varying depths, the abandonment of sanitary sewer main, the removal of sanitary sewer main, and the installation of 8” PVC sanitary sewer pipe. The installation of new sanitary sewer main includes, but is not limited to: the installation of sanitary sewer pipe, the reconnection of existing sanitary sewer services, removal of asphalt roadway, and the placement of aggregate base or cold mix asphalt in areas where asphalt has been removed to allow temporary vehicular access, the, paving of all removed asphalt roadway, and the operation of a temporary bypass pump to allow connection of the new sanitary system to the existing without disruption of sewer service. All work shall be completed as shown on the construction plans and as described in the specifications.

Complete digital Project Manual and Project Plans, may viewed and downloaded at questcdn.com **via the link** provided on The City of Moscow Website at: www.ci.moscow.id.us – click on “Business” / “Bid Opportunities” / “Alley W. of Main Sewer – 4th to 6th Street”

Once on the Quest site, you may download the digital plan documents for a **non-refundable fee of \$22.00**. The Quest project number is **9502047** 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, 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 ALLEY WEST OF MAIN STREET SEWER – 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 ALLEY WEST OF MAIN STREET SEWER - 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:

BASE BID SCHEDULE – ALLEY WEST OF MAIN STREET SEWER PROJECT

Item		Base Bid			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
1	<i>Mobilization</i>				
SP1	Mobilization	1	LS		
2	<i>Removals</i>				
SP 2	Remove/Dispose of Bituminous Surface	427	SY		
SP 3	Remove/Dispose of Manhole	1	EA		
SP 4	Remove/Dispose of 8" Clay Pipe	578	LF		
SP 5	Remove/Dispose Storm Catch Basin	3	EA		
SP 6	Remove/Dispose 12" Storm Pipe	20	LF		
3	<i>Sewer</i>				
SP 7	Install 8" PVC Sanitary Sewer Pipe	578	LF		
SP 8	Install 4" Sanitary Sewer Pipe	110	LF		
SP 9	Sanitary Sewer Manhole (4' Diam.)	2	EA		
SP 10	Install 12" PVC Storm Sewer Pipe	20	LF		
SP 11	Install Storm Catch Basin	3	EA		
SP12	Reconnect To Sanitary Manhole	1	EA		
SP 13	Reconnect Existing Sewer Service	23	EA		
SP 14	Lateral Scoping / Verification	23	EA		
SP-15a	Bypass Pumping Equipment Procurement	1	LS		
SP-15b	Bypass Pumping Operation	1	Day		
4	<i>Roadway</i>				
SP 16	Hot Mix Asphalt	80	TON		
6	<i>MISC</i>				
SP 17	Inlet Protection	10	EA		
SP 18	Traffic Control	1	LS		
SP 19	Force Account	1	LS	\$35,000	\$35,000
SP 20	Quality Assurance	1	LS		

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 ALLEY WEST OF MAIN STREET SEWER
BETWEEN CITY OF MOSCOW, IDAHO
AND COMPANY**

THIS CONSTRUCTION AGREEMENT FOR **Alley West of Main Street Sewer Project 2025** 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, 504 S Washington ST, 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: **Alley West of Main Street Sewer Project 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:

“Alley West of Main Street Sewer”

**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 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.
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:

Company

CITY:

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 _____

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. 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. 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 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 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.

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 start no earlier than May 5, 2025 and shall be substantially completed no later than September 26, 2025. The work shall be completed within Sixty (60) 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 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 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.

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:
 - 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 of quality, certain processes, types of machinery and equipment, kinds of material, may be specified on the plans or herein, by designating a manufacturer by name and referring to 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, topsoil, 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-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
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-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>
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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 AASHO M-148 Type I to the surface of the concrete immediately after it has set sufficiently to permit such application. Curing shall conform to Section ES-12.7.
- E. Backfill. After removal of the forms, the area behind the sidewalks shall be backfilled and compacted with at least sixteen (16) inches of topsoil level with the sidewalk and curb. Less than 16 inches of topsoil may be approved where new sidewalk is being constructed along older streets. The topsoil shall be raked or otherwise leveled, taking care to break up large dirt clods and remove large stones. All denuded areas shall be fertilized, resown with grass seed and covered with mulch as specified in Sections ES-27, ES-28.

14.4 Payment

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

ES-15. SUPERPAVE HOT MIX ASPHALT

15.1 Hot Mix Asphalt

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

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

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

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

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100

3/4 inch	90 – 100
1/2 inch	90 max
3/8 inch	52 – 80
No. 8	23 – 49
No. 200	2.0 – 8.0

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

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

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

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

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

15.2 Rolling and Compaction

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

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

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

15.3 Tack Coat

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

15.4 Payment

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

Weight slips in duplicate form shall accompany each load of superpave hot mix asphalt pavement to the construction site. Upon delivery of the material, one copy of the weight slip will be given to the Engineer, or his 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	$7-1/2 \pm 1$

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 comp active 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-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 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

SCOPE

These special provisions cover the work necessary for the removal of five hundred and sixty linear feet of sanitary sewer main, and the installation of five hundred and sixty (560) linear feet of sanitary sewer main. The abandonment and removal of the existing sanitary sewer main work includes, but is not limited to, the removal of one (1) manholes of varying depths, the saw cutting and removal of asphalt roadway, and the placement of aggregate base or cold mix asphalt in areas where asphalt has been removed to allow temporary vehicular access. The installation of new sanitary sewer main work includes, but is not limited to, the installation of two (2) manholes, paving of all removed asphalt roadway, and the operation of a temporary bypass pump to allow connection of the new sanitary system into the existing. All work shall be completed as shown on the construction plans and as described in these specifications.

Note: All quantities are approximate, planned and actual quantities may vary.

GENERAL

All labor, materials, equipment, traffic control, and incidentals necessary for the completion of the work, as herein described in these specifications and as shown on the plans, shall be furnished by the Contractor. All work performed under this contract shall be completed in strict accordance with these SPECIAL PROVISIONS, ENGINEERING SPECIFICATIONS, CONTRACT PLANS, and the City of Moscow STANDARD CONSTRUCTION SPECIFICATIONS and DRAWINGS (unless herein modified). These SPECIAL PROVISIONS, the SCOPE OF WORK DESCRIPTION, and the CONTRACT PLANS have precedence over the City standards and Standard Drawings where not in agreement.

Traffic control must be in place prior to work commencing. Traffic control shall be in place any time a vehicle, piece of equipment or stockpile is in the roadway. The Contractor shall make no changes or modifications to the traffic control without prior approval from the Streets Supervisor or the Engineer.

It is the intent and purpose of these specifications and plans to obtain good workmanship throughout, with all work complying with these specifications. The project will not be considered substantially complete until all requirements of these specifications have been completed to the satisfaction of the Engineer.

It shall be the responsibility of the Contractor to notify the Engineer to request an inspection of the base material prior to beginning any paving or concrete operations. Failure to notify the Engineer shall be sufficient grounds to reject all uninspected work and cause its immediate removal. All discrepancies indicated by the Engineer shall be corrected by the Contractor, re-

inspected and approved by the Engineer prior to acceptance of work and prior to payment. No claim shall be made for delays or compensation caused by correction of work found unacceptable by the Engineer, including noncompliance with ADA requirements.

All debris or rubbish generated by the Contractor's operations shall be removed and the areas occupied during such operation shall be left in a neat appearing condition. Any property, public or private, damaged by the Contractor shall be repaired to its original condition at the expense of the Contractor and approved by the Engineer.

All lawn areas damaged by the Contractor shall be repaired to the satisfaction of the Engineer. This work may include grading and sodding, as required. Any tree, within the construction area, whose branches, trunk or roots must be removed in order to complete the work, should be trimmed, as directed by the Engineer. All costs for such trimming shall be noted as set forth in the Contract documents. All tree trimmings shall conform to the applicable sections of the community forestry ordinance.

Curbs and sidewalk damaged by the Contractor during this project shall be replaced by the Contractor and constructed to ES-13 and ES-14 of the City's Standard Construction Specifications, respectively.

Items referred to on the project plans as "found pins" or "monuments" are land net corner or property corner monuments and shall be retained and protected until such time as the Engineer approves their removal. In some cases, the Contractor may be required to work around monuments. Removal of monuments not approved by the Engineer shall be replaced by a professional land surveyor at the expense of the Contractor.

Construction items that are not explicitly covered in these written specifications but are required to complete a functioning project shall not be misconstrued by the Contractor as not being a part of the scope of the work covered by the contract. Those items that are not specifically covered in these specifications, but are required by the CONTRACT PLANS, shall be constructed in accordance with the construction industry's highest standards.

The Contractor shall bring to the Engineer's attention any problems associated with any part of the design and/or construction of this project – as a consequence of design error, construction error, site conditions, or any other unanticipated construction variable. The Contractor and the Engineer will then jointly work out a solution to the problem.

SP-1. MOBILIZATION

This item shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for the work on the project; for premiums on bond and insurance for the project; survey, geotechnical investigations and utility coordination, preparation of a construction schedule, furnishing and erecting field offices, laboratory, batch plants and other facilities necessary to undertake the Design-Build

Work, security, badging and certification requirements, initial site personnel, sanitary facilities, development of site material and equipment requirements, preparing requisitions for all items and preparation of the procurement program, and for all other work and operations which must be performed or costs incurred before beginning production work on the various contract items. Mobilization cost for subcontracted work shall be considered to be included in the prices bid by the prime contractor.

Measurement and Payment:

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

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

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

SP-1. MOBILIZATIONLS

SP-2. REMOVE/DISPOSE OF BITUMINOUS SURFACE

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

Existing bituminous surface to be removed shall be neatly saw-cut, removed, and disposed of in marked areas necessary to facilitate the construction of concrete curb, sidewalk, and pedestrian curb ramps. Saw cutting shall be considered incidental to this item.

The existing pavement shall be removed to a line at least 18-inches back of the firm banks of the trench (see Standard Construction Drawing 24) following temporary vehicle access and prior to final patching. Sections to be removed shall be cleanly saw-cut perpendicular to the existing curb alignment, and along painted removal lines located twenty-four (24) inches minimum from the curb line, as shown in the plans. When field conditions dictate, removal limits may be extended beyond twenty-four (24) inches to achieve ADA compliance. This item also covers any milling or removal of bituminous surface for the preparation of raised asphalt crosswalks. Location of a disposal site is the responsibility of the contractor.

Crushed rock must be placed along the edge of any vehicle or pedestrian approach affected by these removals to provide temporary vehicle access if needed to maintain local access. The

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

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

SP-2. REMOVE / DISPOSE BITUMINOUS SURFACE SY

SP-3. REMOVE/DISPOSE OF SANITARY MANHOLE

This work shall consist of, but not limited to, the removal and disposal of manhole regardless of the type (precast, poured in place, etc.), the material or depth. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Void space remaining after removal shall be filled and compacted with native soils or 3/4" (-) crushed rock as directed by the Engineer. Backfill of the immediate and surrounding areas disturbed by construction shall be topsoil as specified in these specifications, and shall be hand raked to conform to the adjacent properties. Topsoil shall be compacted to a density of 90% of AASHTO T180. The Engineer must approve a method of compaction in advance. Fill materials, 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, materials and equipment.

SP-3. REMOVE / DISPOSE MANHOLE EA

SP-4. REMOVE/DISPOSE OF 8" CLAY PIPE.

This work shall consist of, but not limited to, the removal and disposal or crushing in place of existing eight (8) inch clay sanitary main. Pipe removals are expected to occur during excavation for new pipe installation. If a service is identified during removal immediately notify the Engineer before disconnection and removal. Any line crushed rather than removed shall be witnessed to the satisfaction, and with the approval of the Engineer. The removal shall be completed in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Disconnection, plugging, and removal of existing lateral services are considered incidental to this pay item.

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

Measurement and Payment:

Measurement for REMOVE/DISPOSE 8" CLAY PIPE and shall be by the linear foot as measured in the field. Payment shall include all costs incurred to remove and dispose of the item including labor, equipment and other incidental costs for each of the following bid items included on the Contractor's Bid Proposal:

SP-4. REMOVE/DISPOSE 8" CLAY PIPE LF

SP-5 REMOVE/ DISPOSE OF STORM CATCH BASIN

This work shall consist of, but not limited to, the removal and disposal of existing catch basins with a depth less than 4 feet. The removal shall be performed in accordance with the Project Plans, Engineering Specifications and the Standard Drawings.

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

Measurement and Payment:

Removal and disposal of catch basins shall be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-5. REMOVE/DISPOSE OF STORM CATCH BASINEA

SP-6. REMOVE/DISPOSE OF 12" STORM PIPE

This work shall consist of, but not limited to, the removal and disposal of existing storm main, regardless of pipe diameter. Pipe removals are expected to occur during excavation for new pipe installation. Existing storm services are not expected to connect to any sections of pipe, if a service is identified during removal immediately notify the Engineer before disconnection and removal. Any line not removed shall be plugged with non-shrink grout to the satisfaction of the Engineer. The removal shall be completed in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

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

SP-6. REMOVE/DISPOSE OF 12" STORM PIPE LF

SP-7. INSTALL 8" PVC SANITARY SEWER PIPE

This work shall consist of, but not limited to, the installation of eight (8) inch PVC sanitary sewer pipe. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified backfill, and connections to complete the work. Pipe material shall be SDR 35 PVC or approved alternative. The pipe shall be set at specified depths as shown in the Project Plans. Three-quarter inch minus (3/4"-) crushed rock shall be laid and compacted to 95% of AASHTO T-180 maximum density four (4) inches underneath the pipe. Backfill trench with 95% compacted Three-quarter inch minus (3/4"-) crushed rock in lifts not to exceed six (6) inches of depth. Class A Backfill shall be used in areas where there is to be re-vegetation and some trench settlement may be tolerated. Class D Backfill shall be used in areas where asphalt pavement, concrete, curb, sidewalk, or gravel surfacing is expected or anticipated. Class F Backfill shall be utilized in trenches with existing pavement. **Testing of sanitary sewer lines and manholes shall conform to ISPWC Division 500 – SEWER- Section 501 Part 3.4 TESTING.** The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-7, ES-19, ES-20, ES-23, and the Standard Drawings.

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

Measurement and Payment:

Installation of 8" PVC SANITARY SEWER PIPE (CLASS A BACKFILL), 8" PVC SANITARY SEWER PIPE (CLASS D BACKFILL), and 8" PVC SANITARY SEWER PIPE (CLASS F BACKFILL) shall be paid by the linear foot as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, backfill, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-7. INSTALL 8" PVC SANITARY SEWER PIPE LF

SP-8. INSTALL 4" SANITARY SEWER PIPE

This work shall consist of, but not limited to, the excavation and installation of sixty (60) feet of four (4) inch HDPE sanitary sewer pipe connecting the bored pipe to the bathroom. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified backfill, and connections to complete the work. Pipe material shall be PVC SDR 35 or approved alternative. The pipe shall be set a minimum of thirty-six (36) inches underneath the base aggregate layer for the concrete pad. Two (2) inches of sand or three-quarter inch minus (3/4"-) crushed rock must be laid and compacted to 95% of AASHTO T-180 maximum density under and above the final placement of pipe. Excavated material shall be used to fill and compact the trench in lifts not to exceed eight (8) inches depth. The pipe must have a minimum gradient of two (2) percent unless otherwise approved by the engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-7, ES-19, ES-20, ES-23, and the Standard Drawings.

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

Measurement and Payment:

Measurement for INSTALL 4" SANITARY SEWER PIPE shall be by the linear foot as measured in the field, complete and including trench excavation and specified backfill. All bends, bands and fittings will be considered incidental to the installation of pipe but measurement will be taken along the pipe centerline including bends and fittings. Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-8. INSTALL 4" SANITARY SEWER PIPE LF

SP-9. SANITARY SEWER MANHOLE (4' DIAMETER)

This work shall consist of, but not limited to, the installation of sanitary sewer manhole. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES18, ES-19, ES-23, and the Standard Drawings.

Steps shall not be installed in manhole.

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

Measurement and Payment:

SANITARY SEWER MANHOLE (4' DIAMETER) be paid per each as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, backfill, ring, risers, and cover and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-9. SANITARY SEWER MANHOLE (4' DIAMETER) EA

SP-10. INSTALL 12" PVC STORM SEWER PIPE (CLASS D BACKFILL)

This work shall consist of, but not limited to, the installation of twelve (12) inch PVC storm sewer pipe. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified backfill, and connections to complete the work. Pipe material shall be SDR 35 PVC or approved alternative. Couplings shall include a steel shield reinforcement band to prevent invert discontinuities between connected pipes. The pipe shall be set at specified depths as shown in the Project Plans. Three-quarter inch (3/4") minus crushed rock must be laid and compacted to 95% of AASHTO T-180 maximum density four (4) inches underneath the pipe. Backfill trench with

95% compacted Three-quarter inch (3/4") minus crushed rock in lifts not to exceed six (6) inches of depth.. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-7, ES-19, ES-20, ES-23, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment necessary to furnish, excavate, install, and backfill storm sewer pipes and make the necessary connections to existing catch basins, manholes, existing and proposed storm sewer pipes, and/or clean-outs.

Measurement and Payment:

Installation of 12" PVC STORM SEWER PIPE (CLASS D BACKFILL) shall be paid by the linear foot as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, backfill, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-10. 12" PVC STORM SEWER PIPE (CLASS D BACKFILL)..... LF

SP-11. INSTALL STORM CATCH BASIN

This work shall consist of, but not limited to, the installation of City of Moscow standard catch basin and connection to any accompanying pipe. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-18, ES-19, ES-23, and the Standard Drawings. Catch basins shall be placed in the flow line of the street.

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

Measurement and Payment:

Install catch basin and grate shall be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, frame and grate, backfill, connection to accompanying pipe, and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-11. INSTALL STORM CATCH BASIN..... EA

SP-12. RECONNECTION TO SANITARY MANHOLE

This work shall consist of, but not limited to, the removal and reconnection of sanitary sewer main to manhole regardless of the type (precast, poured in place, etc.), the material or depth. This work shall include the preservation of existing manhole and other existing connections, as well as not disturbing flow through Manhole. This item includes

disconnecting the specified sanitary sewer main, reconnecting new sanitary sewer main and grouting around new pipe. The reconnection shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

The invert of the new PVC pipe shall match the invert of the exiting manhole trough. The pipe penetration shall be grouted on the interior and exterior of the manhole to secure and protect the existing pipe. The interior shall be grouted to create a smooth transition to the trough of the existing manhole. Specific efforts shall be made to backfill and compact pipe bedding under the pipe to prevent settling.

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

SP-12. RECONNECTION TO SANITARY MANHOLE..... EA

SP-13. RECONNECT EXISTING SEWER SERVICE

This work shall consist of, but not limited to, the reconnection of sanitary sewer services and pipe from the sewer main to the property line, the installation of a clean-out within the City right of way, placement of Electronic Marker Ball as provided by the City, and any required fittings. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, ES-23, and the Standard Drawings. Inverts of existing and new service lines must match. Locator Balls shall be placed directly above the wye sewer service connection at a depth no greater than five feet.

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

Measurement and Payment:

Measurement and payment for RECONNECT EXISTING SEWER SERVICE shall be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, pipe, clean-out, backfill, and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-13. RECONNECT EXISTING SEWER SERVICE EA

SP-14. LATERAL SCOPING / VERIFICATION

This work shall consist of, but not limited to, the procurement and operation of a sanitary sewer inspection push camera for the purpose of verification of active/abandoned sanitary sewer laterals. The contractor shall have equipment on-site operational while crews are installing sanitary sewer mains. Contractor shall coordinate with Engineer to determine active/abandoned sewer service pipes.

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

Measurement and Payment:

Measurement and payment for LATERAL SCOPING / VERIFICATION shall be paid per lump sum. Payment shall be as shown on the Contractor's Proposal and shall include labor, equipment, and incidentals necessary to perform the work for:

SP-14. LATERAL SCOPING / VERIFICATION..... EA.

SP-15. BYPASS PUMPING

This work consists of, but not limited to, the implementation of a temporary bypass pumping system for the sanitary sewer line. The purpose of bypass pumping is to prevent sewage overflows and provide reliable sewer service to the users of the sanitary sewer at all times. The Contractor shall maintain sewage flow in the construction area in order to prevent back-up and/or overflow into upstream pipe segments and laterals, adjacent ditches, storm sewers, and waterways. The estimated flow for the project section is 88,000 gallons per day with a peak flow of approximately 250 gallon per minute. The installation shall be completed in accordance with the Project Plans, Engineering Specifications, ES-20, ES-21, ES-23, City of Moscow Standard Construction Drawings, ISPWC Division 500, and these Specifications.

The Contractor will be required to provide a written plan/sketch for implementation and sequencing of bypass pumping for review and approval of the Engineer prior to installation of the bypass system. The plan shall include sufficient detail to show the location, number and size of pumps, backup pump plans, the number, location, size and type of hoses and/or rigid piping, and the location of the downstream discharge. Show any special features where pipes or hoses cross roadways, drainage features, temporary trenches, support bridges, etc. Show temporary manholes, sumps, and connections required for bypass pumping. The plan shall also include an emergency response plan to be followed in the event of failure of the pumping and/or diversion system.

A plastic lining is required to cover the trench bottom and walls when there is a potential for sewage to spill into the trench area. The plastic coverings used to contain wastewaters, or used in secondary containment to prevent spills, shall be seamless to prevent infiltration and be a minimum of 10 mils thick.

Operation will be paid for days the equipment is operating and the contractor is on site and working as well as weekends, holidays and weather days. Operation will not be paid during days the contractor voluntarily pulls off the site. All reasonable measures should be taken to restore normal in-line operation while bypass operations are active.

Flow levels will be regularly monitored to prevent unacceptable levels of sewage. The Contractor will be held responsible for any damage resulting from a failure to maintain design levels of flow.

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

Any sewage spills that occur during construction shall be cleaned and sterilized using an approved chemical solution to the satisfaction of the Engineer. All waste must be removed and properly disposed of immediately.

Measurement and Payment:

Measurement and payment for BYPASS PUMPING 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-15a. BYPASS PUMPING EQUIPMENT PROCUREMENT.....LS
SP-15b. BYPASS PUMPING OPERATION.....DAY

SP-16. HOT MIX ASPHALT

This work shall consist of paving back removed bituminous surfaces with hot mix asphalt pavement as shown in the Contract Plans and in accordance with ES-15 and these Specifications. This work shall take place after the aggregate base grade and compaction adjacent to curb are approved by the Engineer. This item shall consist of minimum two lifts of two (2) inch Superpave HMA pavement surface course as specified in ES-15. Each lift shall not exceed three (4) inches of compacted depth.

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

Measurement and Payment:

Measurement for HOT MIX ASPHALT 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-16. HOT MIX ASPHALT.....TON

SP-17. 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-17. INLET PROTECTIONEA

SP-18. 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-18. TRAFFIC CONTROL.....LS

SP-19. 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 feeds, royalties, and use or sales tax.

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

Equipment.

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

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

SP-19. FORCE ACCOUNTLS

SP-20. QUALITY ASSURANCE

A. The Owner or the Owner's Representative may perform Quality Assurance as deemed necessary by the Owner or the Owner's Representative. Quality Assurance will occur after Contractor's Quality Control Measures. Quality Assurance may be any of the following:

1. Tests by an independent laboratory using proctors provided by the Contractor.
2. Testing by the Owner's Representation under the direction of the Engineer of Record.

3. Observation of work.
- B. The Contractor shall coordinate his work with the Engineer and cooperate with testing personnel. The Contractor shall:
 1. Submit weekly schedules and updates by noon Friday for the following week's work elements with days requiring testing services clearly identified.
 2. Notify Engineer 24 hours prior to expected time for operations requiring services.
 3. Failure of Contractor to provide adequate notice (as specified above) shall not be grounds for claims of delay by the Contractor.
- C. Re-testing required because of non-conformance to specified requirements shall be performed at no cost to the Owner. Contractor shall be responsible for payments due by re-testing. Payment for re-testing will be charged to the Contractor by deducting the inspection and testing charges from the Contract Price.

1.1 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.2 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications Sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Engineer.

1.3 CONSTRUCTION OBSERVATION AND UNDERGROUND UTILITY TESTING

- A. The Owner shall provide observation during construction for quality assurance as defined in the Contract Documents. Contractor shall cooperate with the observer.
- B. The Contractor shall provide the equipment and manpower to conduct all acceptance (leak, pressure, etc.) tests on underground utilities as required in the Specifications.

1.4 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment, as applicable, and to initiate instructions when necessary.

- B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Submit report within 15 days of observation to Engineer for review.

1.5 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

Adjust products to appropriate dimensions; position before securing products in place.

SP-20. QUALITY ASSURANCEL.S.

Quality Control

CITY OF MOSCOW Reference	Item or Material	Qualifier	Test Type	Test Method or Reference	Minimum Acceptance Criteria	Minimum Testing Frequency (5)
EARTHWORK						
ES-5	Top 12 inches of Subgrade	Material is not too granular to test	Compaction	AASHTO T 310	95 percent of AASHTO T 180 95 percent of Idaho T 74	1 test per each 100 linear feet of roadway. 1 test per 5,000 square feet of general fill area.
		Material is too granular to test	Compaction	ES-5	Lift Thickness (min. 8" loose) and Passes Specified (min. 12 vibratory with roller capable of 30k lbs / impact dynamic force)	Observation.
ES-5	Embankment and General Fill	Material is not too granular to test	Compaction	AASHTO T 310	95 percent of AASHTO T 180 95 percent of Idaho T 74	1 test per 8-inch lift per each 100 linear feet of roadway. 1 test per 5,000 square feet of general fill and embankment areas.
		Material is too granular to test	Compaction	ES-5	Lift Thickness (min. 8" loose) and Passes Specified (min. 12 vibratory with roller capable of 30k lbs / impact dynamic force)	Observation.
ES-5	Backfill	Trenches	Compaction	AASHTO T 310	95 percent of AASHTO T 180	<u>Horizontal Location</u> : Test at start of trench with subsequent tests a maximum of every 100 feet. Test a minimum of 2 locations in trenches greater than 50 feet but less than 100 feet in length. <u>Vertical Location</u> : At every horizontal location, test the first lift of fill and every 12 vertical inches of fill. Also test the fill at the top of the trench.
ES-5					95 percent of Idaho T 74	

Quality Control

CITY OF MOSCOW Reference	Item or Material	Qualifier	Test Type	Test Method or Reference	Minimum Acceptance Criteria	Minimum Testing Frequency (5)
TRENCHING						
ES-20	Bedding	Pipe Zone	Compaction	AASHTO T 310	6" maximum lift thickness; 95 percent of AASHTO T 180	None.
ES-19	Trench Bottom	Trenches	Compaction	AASHTO T 310	95 percent of AASHTO T 180	None.
ES-19	Class A Backfill	Lower Zone	Compaction	AASHTO T 310	92 percent of AASHTO T 180	<u>Horizontal Location:</u> Every 50-100 linear feet <u>Vertical Location:</u> 8" maximum lifts.
		Upper Zone (topsoil)			90 percent of AASHTO T 180	
ES-19	Class B Backfill	Lower Zone	Compaction	AASHTO T 310	95 percent of AASHTO T 180	<u>Horizontal Location:</u> Every 50-100 linear feet <u>Vertical Location:</u> 8" maximum lifts.
		Upper Zone			95 percent of AASHTO T 180	
ES-19	Class C Backfill	Trench Zone	Compaction	AASHTO T 310	95 percent of AASHTO T 180	None.
ES-19	Class D Backfill	Trench Zone Rolling	Compaction	AASHTO T 310	95 percent of AASHTO T 180	<u>Horizontal Location:</u> Every 50-100 linear feet <u>Vertical Location:</u> 8" maximum lifts.
ES-19	Class E Backfill	Lower Zone	Compaction	AASHTO T 310	95 percent of AASHTO T 180	<u>Horizontal Location:</u> Every 50-100 linear feet <u>Vertical Location:</u> 8" maximum lifts.
		Upper Zone				
ES-19	Class F Backfill	Trench Zone Rolling	Compaction	AASHTO T 310	95 percent of AASHTO T 180	<u>Horizontal Location:</u> Every 50-100 linear feet <u>Vertical Location:</u> 8" maximum lifts.

CITY OF MOSCOW Reference	Item or Material	Qualifier	Test Type	Test Method or Reference	Minimum Acceptance Criteria	Minimum Testing Frequency (5)
WATER						
ES-20	Water Pipe	HDPE Pipe	Hydrostatic Pressure	ASTM F 2164	Allowable Leakage	Until passing test is achieved. TESTING BY CITY
		All Other Pipe Materials		ES-20		
ES-20		Prior to Disinfection; After Pressure Test	Flushing Velocity	ES-20	2.5 feet per second	Until velocity requirement is achieved. TESTING BY CITY
ES-20		Disinfection via Chlorination	Tablet/Granular	ANSI/AWWA C 651	Passing Bacteriological Tests	Until passing bacteriological test results are achieved. TESTING BY CITY
			Continuous Feed			
			Slug Method			
ES-20		After Final Flushing	Bacteriological		Absence of coliform bacteria	(2) samples from each location at least 24 hours apart; sample from each 1200 feet of new main and (1) from each branch. TESTING BY CITY
ES-20	Hydrants	All Hydrants	Disinfect and Flush	ES-20	Passing Bacteriological Tests	Until passing bacteriological test results are achieved. TESTING BY CITY
ES-20			Pressure	ES-20	Allowable Leakage	Until passing test is achieved. TESTING BY CITY
			Drainage	ES-20	Noticeable Suction	
ES-20	Water Service Pipe	All Water Service Pipe	Disinfection	ES-20	Passing Bacteriological Tests	Until passing bacteriological test results are achieved. TESTING BY CITY

Quality Control

CITY OF MOSCOW Reference	Item or Material	Qualifier	Test Type	Test Method or Reference	Minimum Acceptance Criteria	Minimum Testing Frequency (5)
SEWER						
ES-20	Sewer Pipe	All Pipe	Visual Inspection	ES-20	Full pipe visible from manhole to manhole	Until passing test is achieved.
		All Pipe	Low Air Pressure (Exfiltration Test)	ES-20	Allowable pressure loss over allowable time period	
		All Flexible Pipe	Deflection	ES-20	Less than 5 percent deflection	
		All Pipe	Closed Circuit Television (CCTV) Inspection	ES-20	Allowable standing water depth; no observed structural defects; no observed installation defects; no observed infiltration	Until passing test is achieved. TESTING BY CITY
ES-18	Sewer Manholes	All Manholes	Hydrostatic Test	ES-18	Allowable leakage over allowable time period	Until passing test is achieved.

Quality Control

CITY OF MOSCOW Reference	Item or Material	Qualifier	Test Type	Test Method or Reference	Minimum Acceptance Criteria	Minimum Testing Frequency (5)
CONCRETE						
ES-11 thru ES-14	Concrete	Temperature at point of delivery	None.	Not Cold Weather	80F Max	Minimum 2 tests daily.
				Cold Weather	50F Minimum	
ES-11 thru ES-14	Concrete	Making and Curing Strength Specimens	AASHTO T 23	Not Cold Weather	None.	1 test (3 specimens at 1-7 day, 2-28 day)/100 cubic yards, but no less than 3 tests per project
				Cold Weather	None.	1 test (4 specimens at 1-7 day, 3-28 day)/100 cubic yards, but no less than 3 tests per project
ES-11 thru ES-14	Concrete	Slump	AASHTO T 119	Class 40B or as specified in Contract.	Maximum 5 inches	First truck load, then for every 100 or less cubic yards of each class of concrete placed, but no less than 3 tests per project.
					Maximum 3 inches for Curb	
ES-11 thru ES-14	Concrete	Air Content	AASHTO T 152	Class 40B or as specified in Contract.	6.5 ± 1.5 percent	

Quality Control

CITY OF MOSCOW Reference	Item or Material	Qualifier	Test Type	Test Method or Reference	Minimum Acceptance Criteria	Minimum Testing Frequency (5)
DIVISION 800 - AGGREGATES AND ASPHALT						
ES-7	Crushed Aggregate	None.	Compaction	AASHTO T 310	95 percent AASHTO T 180 95 percent Idaho T 74	1 test per lift per 100 linear feet of roadway or 5,000 square feet of general fill and embankment.
ES-7		None.	Sampling	AASHTO T 2	Samples meet project requirements for gradation, sand equivalency, and fractured faces.	1 sample per each 1,000 tons delivered to the jobsite.
ES-15	Plant Mix Cold Feed	None.	Sampling	AASHTO T 2	Samples meet project requirements for gradation, sand equivalency, and fractured faces.	1 test per each 1,500 tons of plant mix produced.
ES-15	Plant Mix HMA	None.	Sampling	ISPCW 810.3.12A	Samples meet project requirements for asphalt cement content and gradation	1 sample per 750 tons produced or fraction thereof. Minimum of 1 sample per day.
	In-Place Plant Mix HMA	Acceptance by cores.	Compaction Testing	AASHTO T 166	92.0 to 96.0 percent of AASHTO T 209	Randomly at one core per 300' of roadway and 12 inches from joints. Not required for plant mix leveling course or temporary pavement.
		Correlated nuclear densometer.	Compaction Correlation	WAQTC TM8/ AASHTO T 166	None.	Recommended contractor establishes own QC for asphalt compaction and roller patterns
			Compaction Testing	WAQTC T M8	91.0 to 96.0 percent of AASHTO T 209	
ES-15	In-Place Plant Mix HMA	None.	Smoothness	ISPCW 810.3.13.A	0.25 inches in 10 feet	Randomly.

APPENDIX I

PROJECT DRAWINGS

INDEX TO SHEETS	
SHEET NO.	DESCRIPTION
1	INDEX
2	REMOVALS
3	INSTALL PROFILE 1
4	INSTALL PROFILE 2
5	TRAFFIC CONTROL

CITY OF MOSCOW

ALLEY WEST OF MAIN STREET SEWER-2025

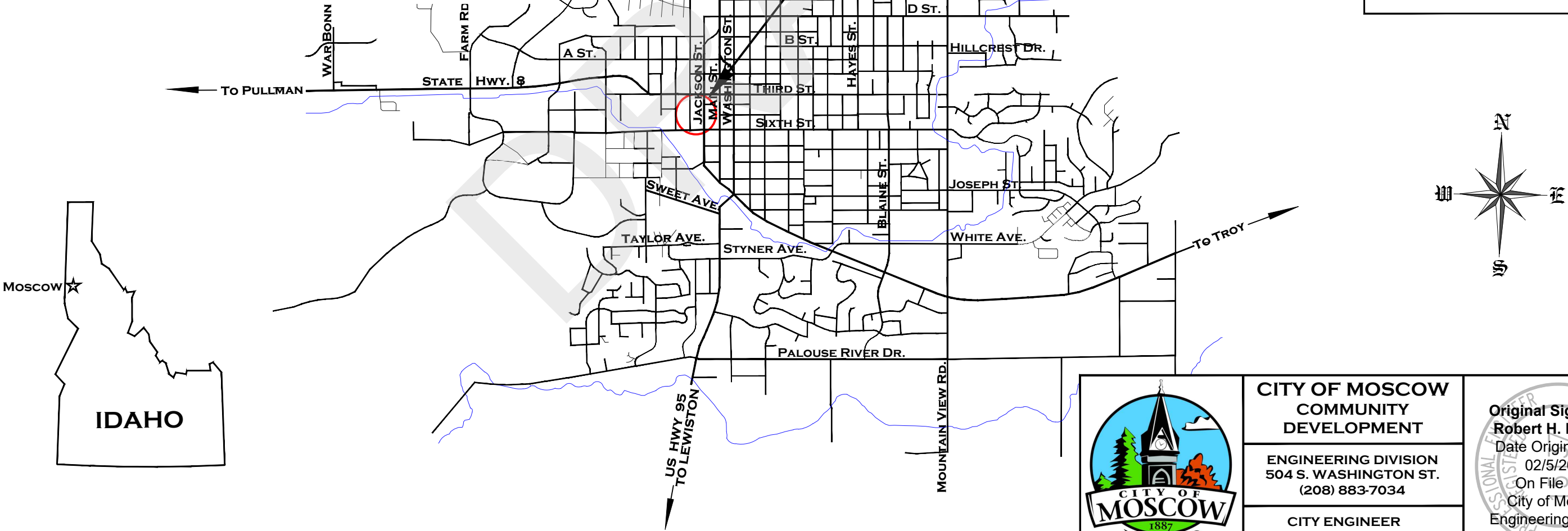
PROJECT NO. 114-025

PROJECT
LOCATION

GENERAL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR UNDERGROUND UTILITY LOCATES AND EXISTENT DEPTH VERIFICATION. CALL 811 AT LEAST TWO FULL BUSINESS DAYS PRIOR TO EXCAVATING.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS AND THE PROJECT SPECIFICATIONS.
3. THE CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL SPOILS MATERIALS.
4. INITIAL CONSTRUCTION STAKING WILL BE PROVIDED BY THE CITY OF MOSCOW FOR HORIZONTAL CONTROL. CONTRACTOR IS RESPONSIBLE FOR SETTING FORMS TO GRADE USING THE ELEVATIONS SHOWN IN THESE PLANS.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR RESIDENCES AND BUSINESSES SERVED BY AFFECTED STREETS AND SHALL COORDINATE AND COMMUNICATE ALL WORK SCHEDULING WITH THE AFFECTED RESIDENCES AND BUSINESSES.
6. THE CONTRACTOR SHALL COMPLETE THIS PROJECT AS EXPEDITIOUSLY AS POSSIBLE IN ORDER TO MINIMIZE THE IMPACT ON ADJACENT RESIDENCES AND BUSINESSES.
7. THE CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC AND PEDESTRIAN CONTROL AND SHALL COMPLY WITH ALL OF THE REQUIREMENTS OF THE IDAHO TRANSPORTATION DEPARTMENT PERMIT AND THE MUTCD.
8. THE CONTRACTOR SHALL NOTIFY TY WINTER OF THE IDAHO TRANSPORTATION DEPARTMENT AT (208) 875-0414 AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.

LEGEND	
FIBER OPTIC	FO
COMMUNICATION	COM
GAS	GAS
POWER	P
STORM SEWER	SD
SANITARY SEWER	SAN
WATER	W
CURB & GUTTER	
TYPE A CURB	
SIGN	
LIGHT POLE	
POWER POLE	
JUNCTION BOX	
SANITARY MANHOLE	
STORM MANHOLE	
WATER VALVE	
CATCH BASIN	
FIRE HYDRANT	
TRUNCATED DOMES	
PLANT MIX PATCHING	
CONCRETE PAVING	
PEDESTRIAN RAMP	
REINFORCED APPROACH	
RAMP SECTION	
LANDING SECTION	
ARC LENGTH	



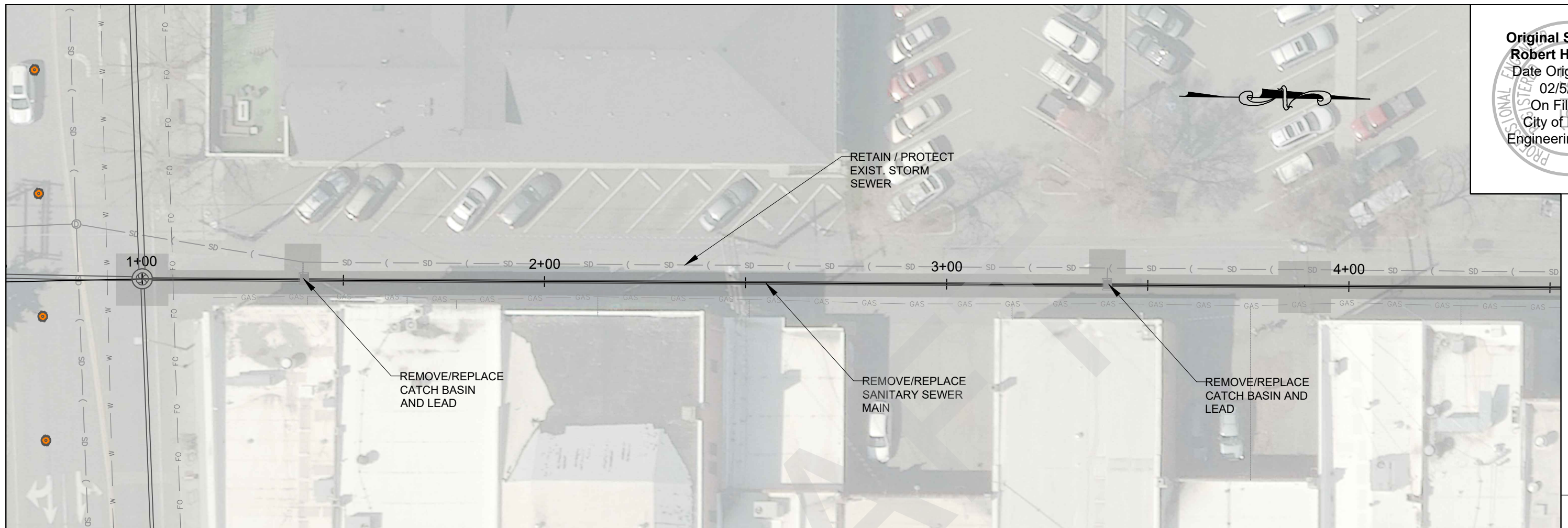
CITY OF MOSCOW
COMMUNITY
DEVELOPMENT

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

CITY ENGINEER
SCOTT BONTRAGER

Original Signed By:
Robert H. Buvel III
Date Original Sign:
02/5/2025
On File With:
City of Moscow
Engineering Division

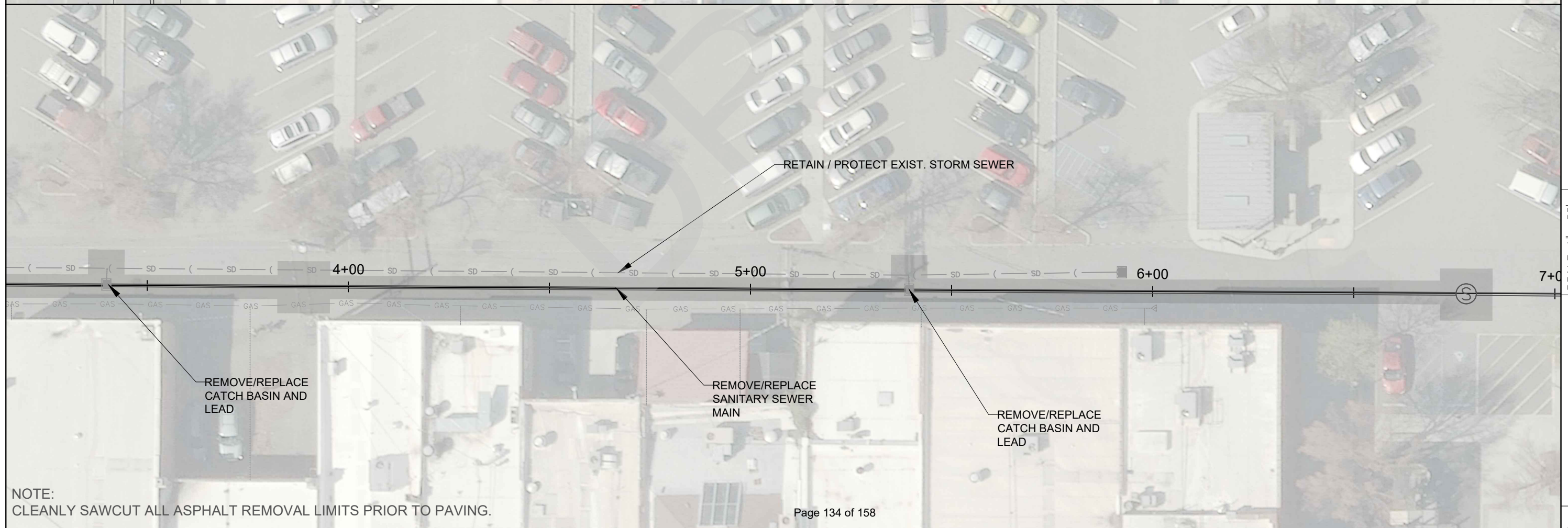
Original Signed By:
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City of Moscow
Engineering Division



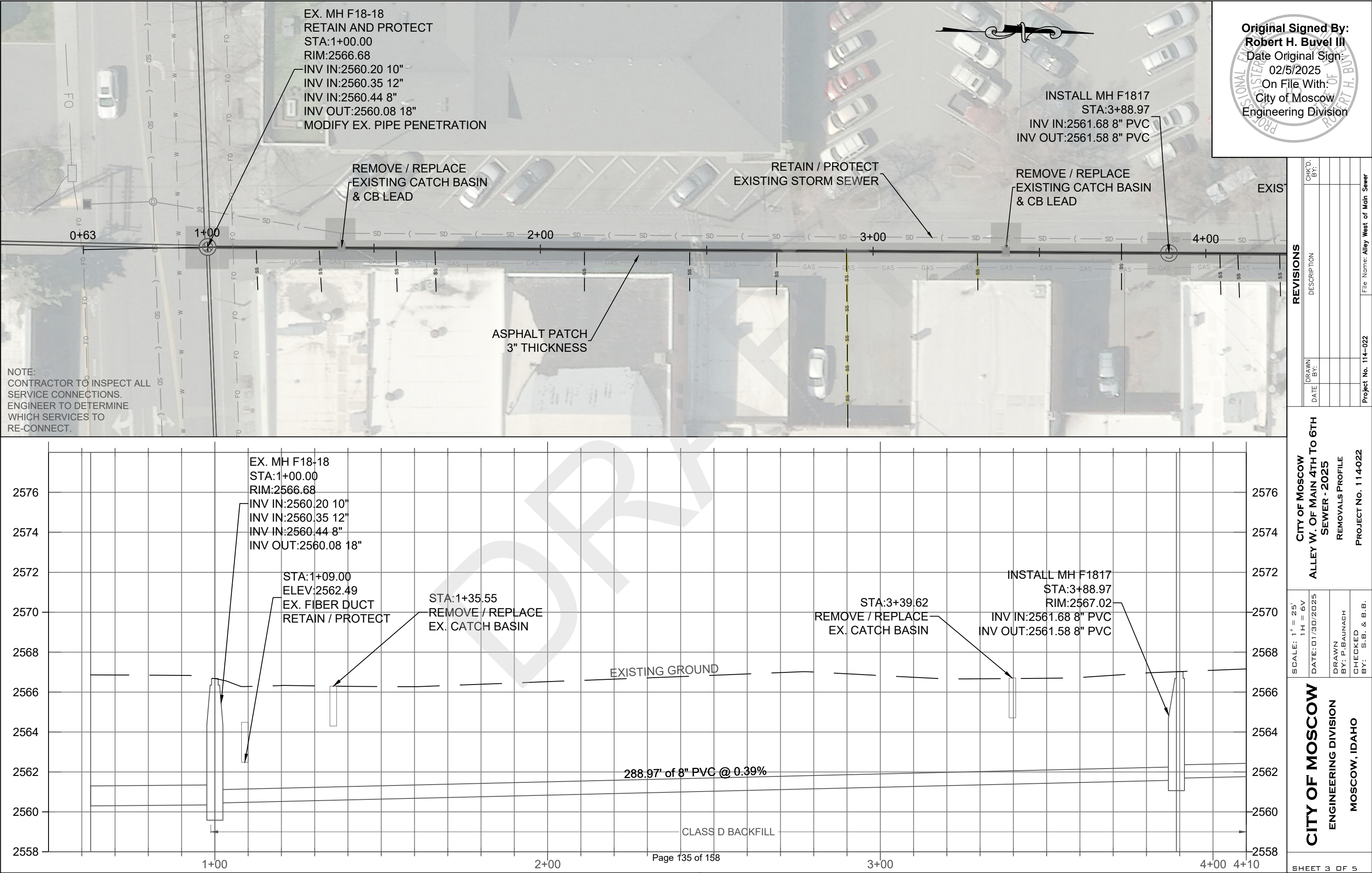
REVISIONS			
DATE	DRAWN BY:	DESCRIPTION	CHK'D BY:
Project No. 114-022		File Name: Alley West of Main Sewer	

CITY OF MOSCOW
ALLEY W. OF MAIN 4TH TO 6TH
SEWER - 2025
REMOVALS

PROJECT No. 114-022



NOTE:
CLEANLY SAWCUT ALL ASPHALT REMOVAL LIMITS PRIOR TO PAVING.



NOTE:
CONTRACTOR TO INSPECT ALL
SERVICE CONNECTIONS.
ENGINEER TO DETERMINE
WHICH SERVICES TO
RE-CONNECT.

Original Signed By:
Robert H. Buvel III
Date Original Sign:
02/5/2025
On File With:
City of Moscow
Engineering Division

REVISIONS		Project No. 114-022	
CHK'D. BY:	DESCRIPTION	DATE	FILE NAME: Alley West of Main Sewer

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

CITY OF MOSCOW
ALLEY W. OF MAIN 4TH TO 6TH
SEWER - 2025
REMOVALS PROFILE
PROJECT NO. 114-022

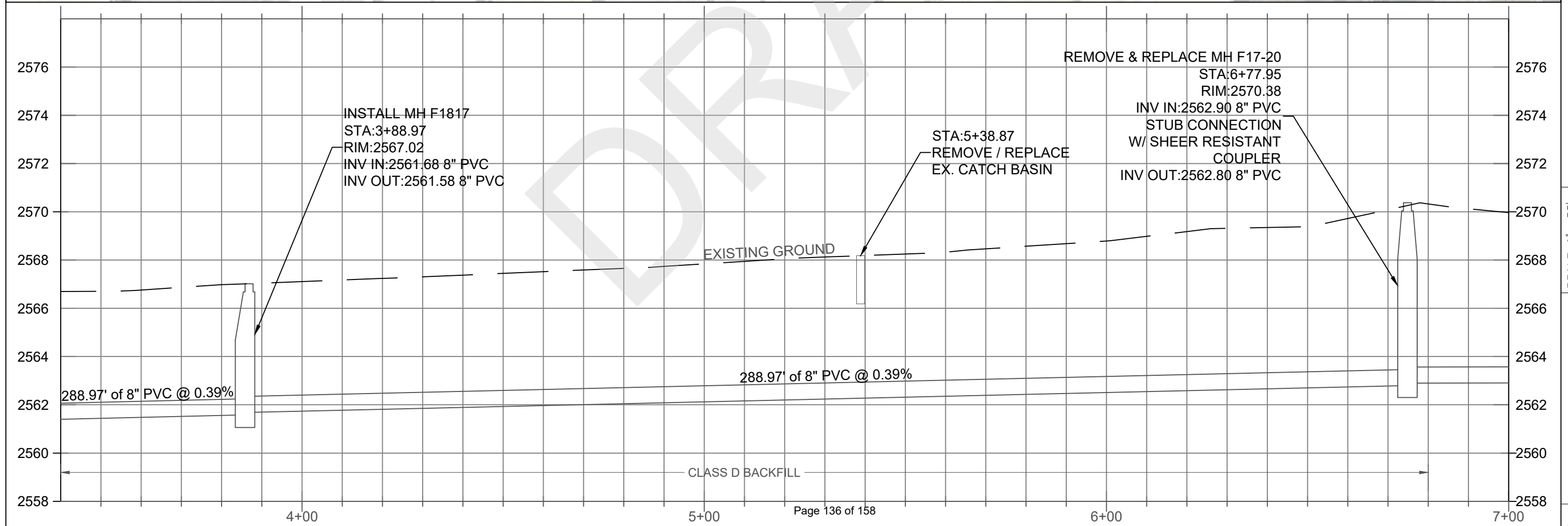
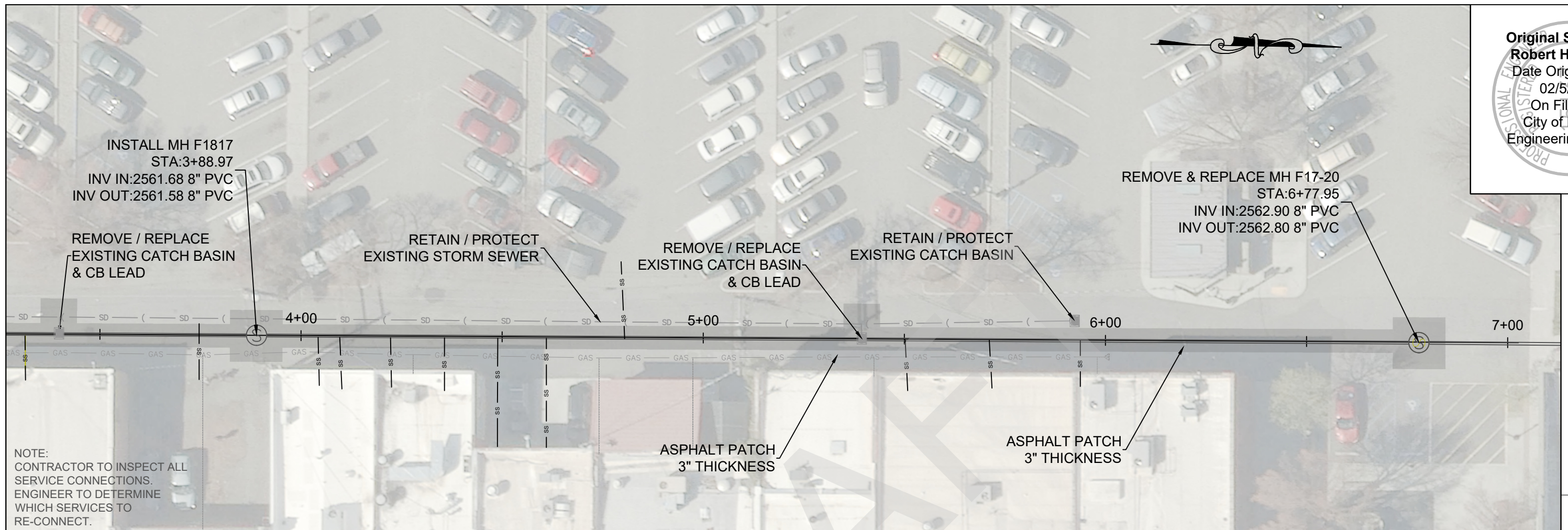
SCALE: 1" = 25'
1H = 6V

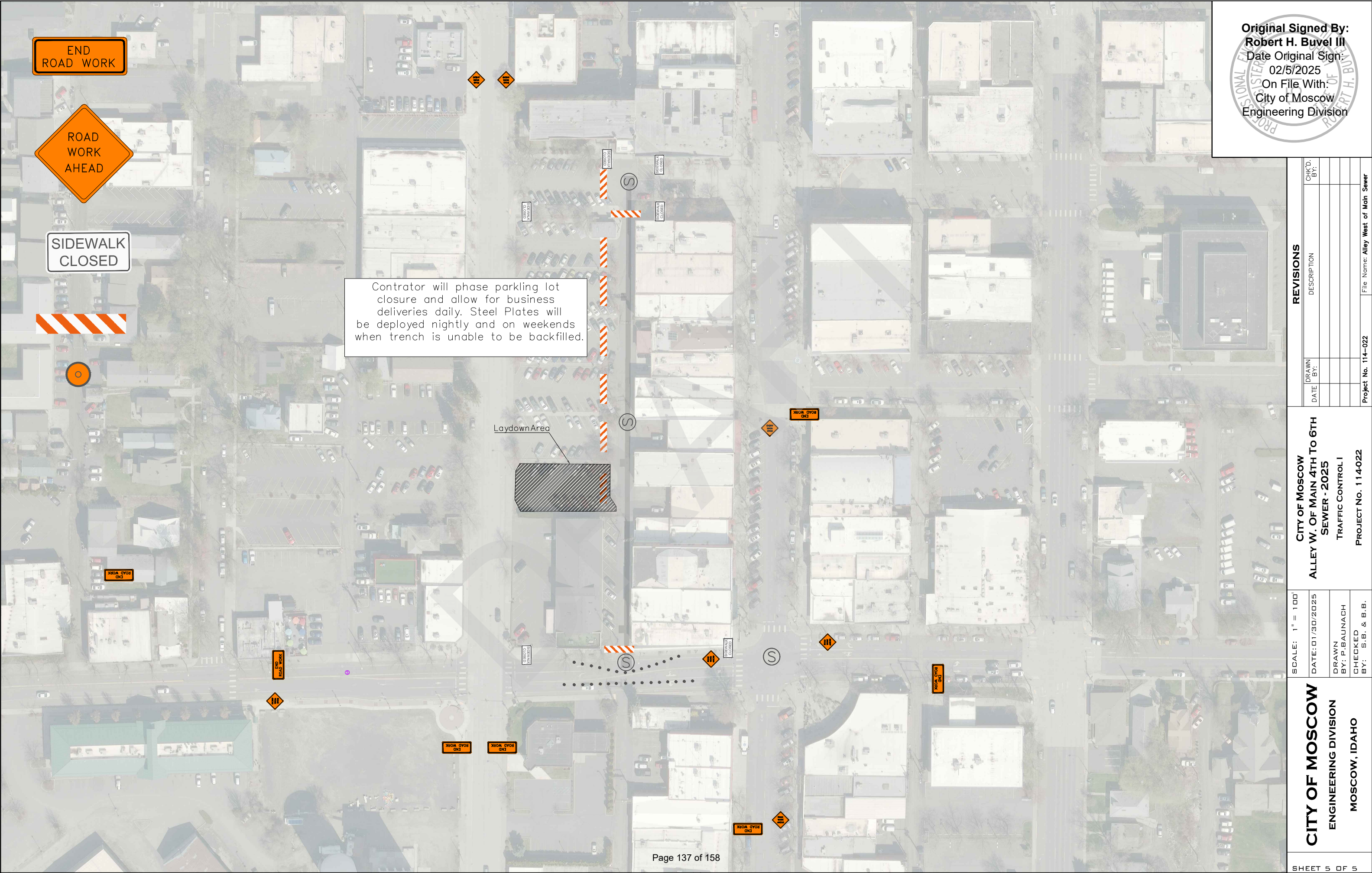
DATE: 01/30/2025

DRAWN BY: P. BAUNACH
CHECKED BY: S.B. & B.B.

SHEET 3 OF 5

Original Signed By:
Robert H. Buvel III
Date Original Sign: 02/5/2025
On File With:
City of Moscow
Engineering Division

[illegible]



Original Signed By:
Robert H. Buvel III
Date Original Sign:
02/5/2025
On File With:
City of Moscow
Engineering Division

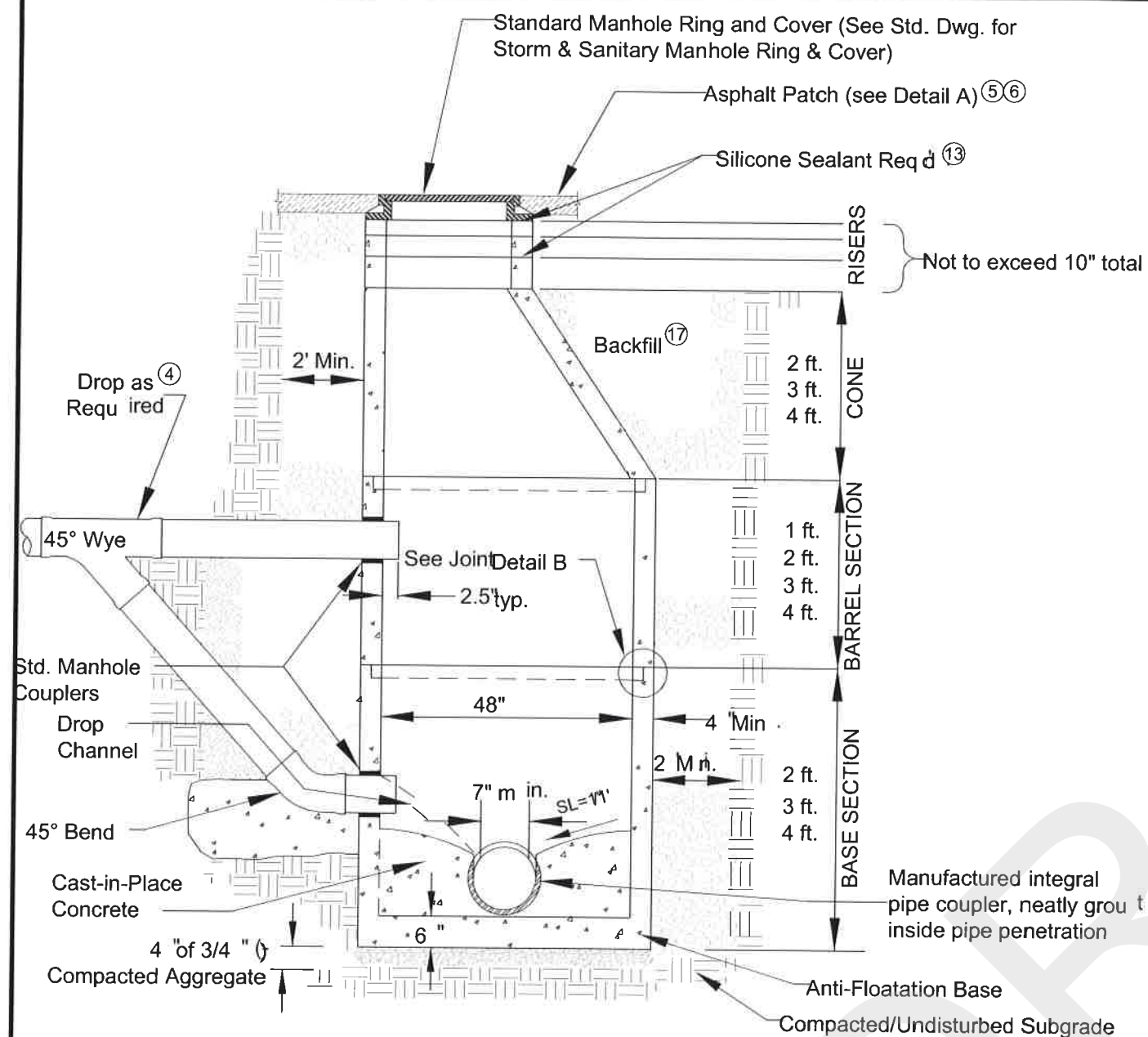


REVISIONS			CITY OF MOSCOW		
DATE	DRAWN BY:	CHK'D. BY:	ALLEY W. OF MAIN 4TH TO 6TH		
			SEWER - 2025		
			TRAFFIC CONTROL I		
			PROJECT NO. 114-022		
			CITY OF MOSCOW		
			ENGINEERING DIVISION		
			MOSCOW, IDAHO		
			SHEET 5 OF 5		

1. No parking allowed on either side of alley.
2. "No Parking in Alley" signage to be installed by developer in accordance with MUTCD and City Specifications if required by City Engineer.
3. Drainage system required as approved by the City Engineer.
4. Geotechnical Engineering assessment of soil conditions may be required by City Engineer to determine if additional asphalt pavement and aggregate base depth will be required.
5. Truncated domes are required at sidewalk crossings of public alleys.

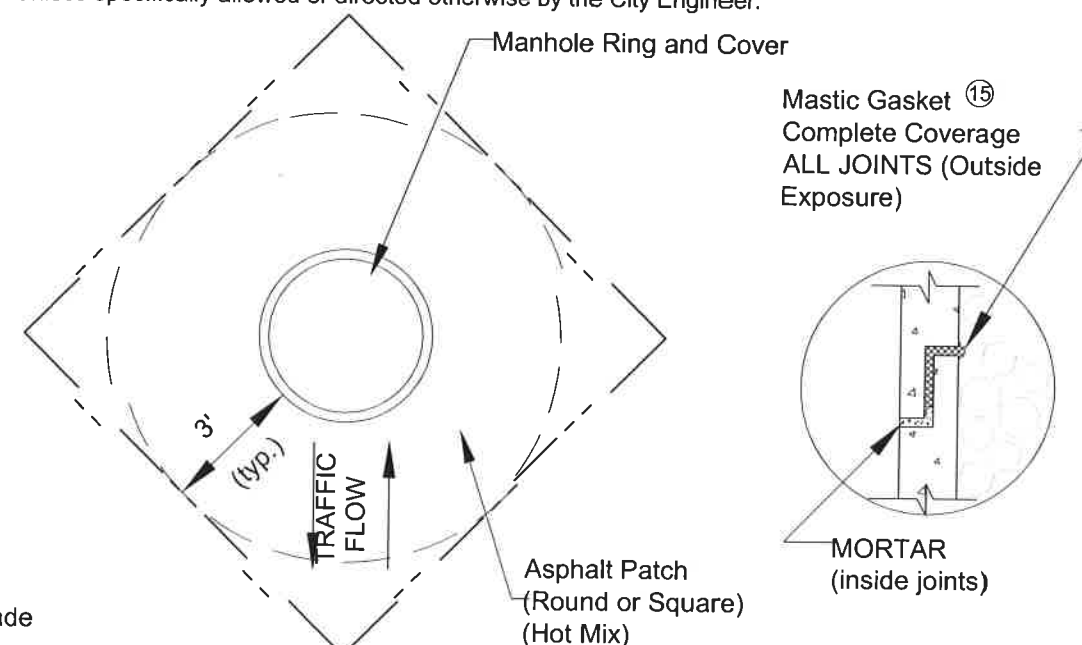
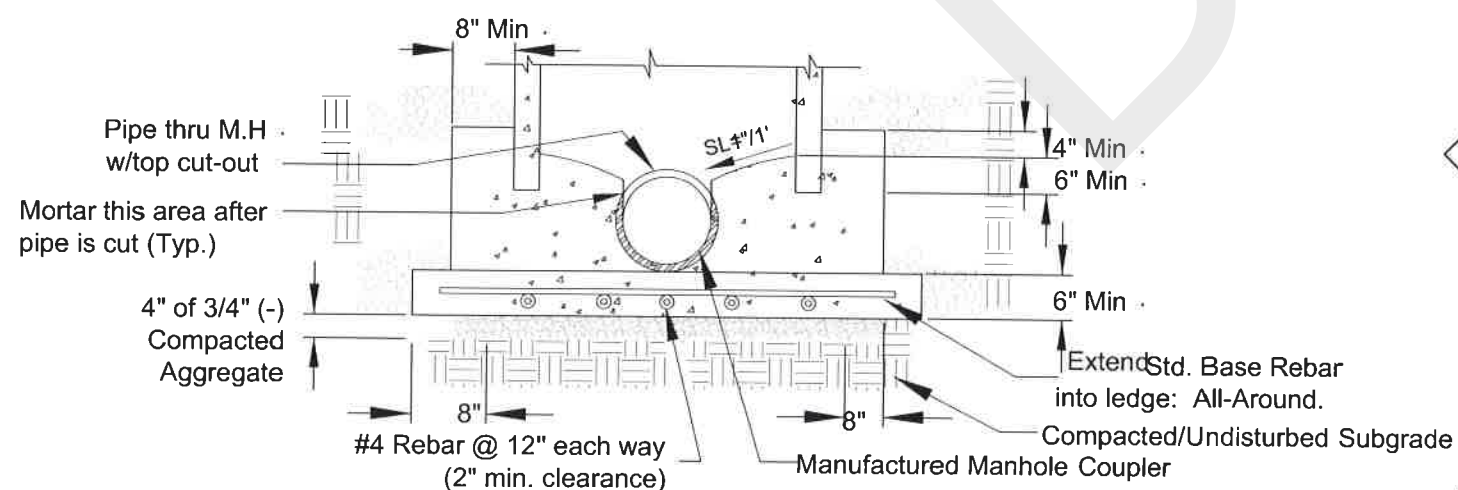


PUBLIC ALLEY CITY OF MOSCOW ENGINEERING DEPARTMENT	DRAFTED BY:	C. Edwards		SIGNED AND DATED	
	CHECKED BY:	K. Lilly		DATE	REVISIONS
	DRAWING SCALE:	NTS			DESCRIPTION
	DATE:	3-5-2014			

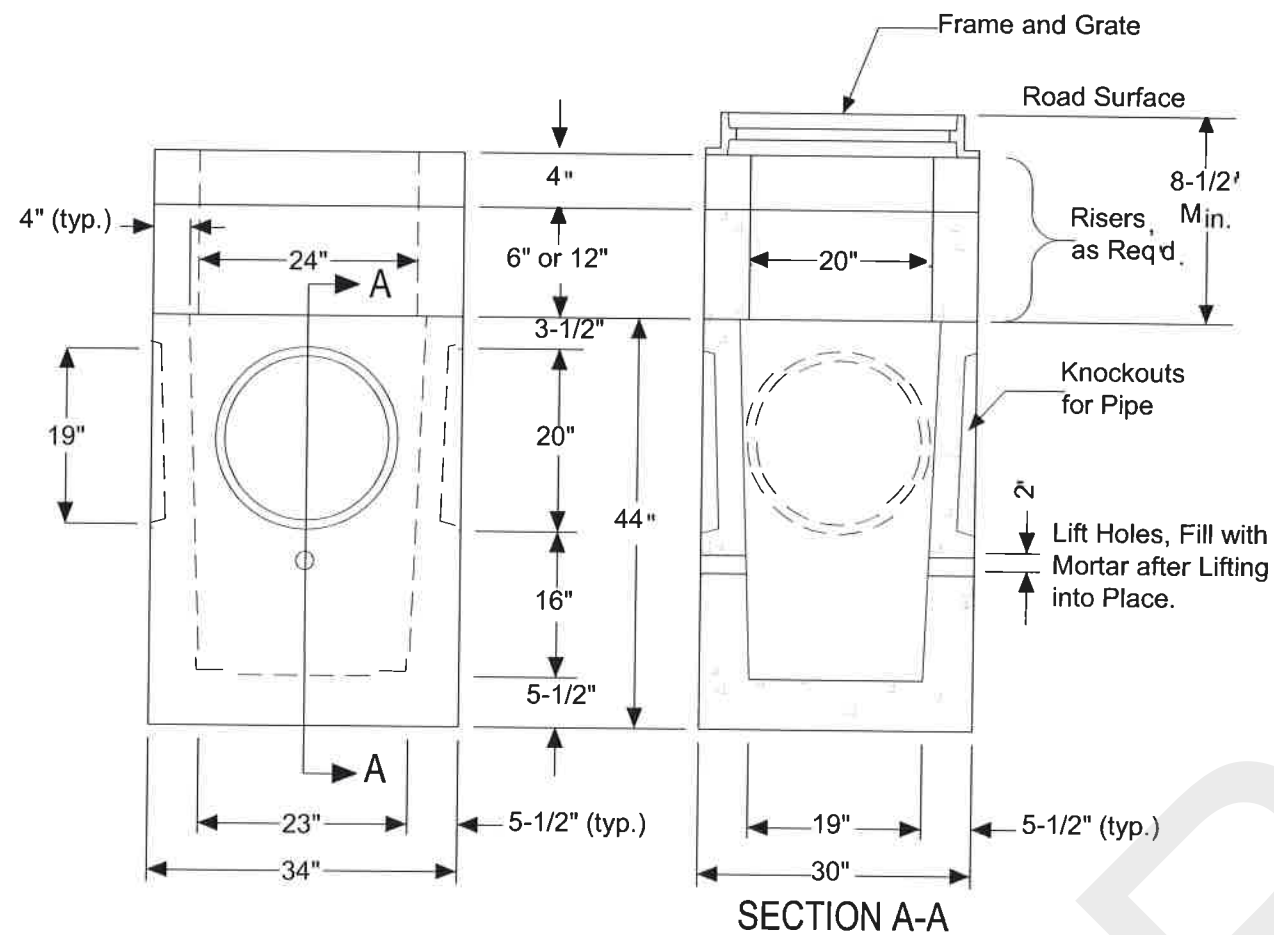


- NOTES:

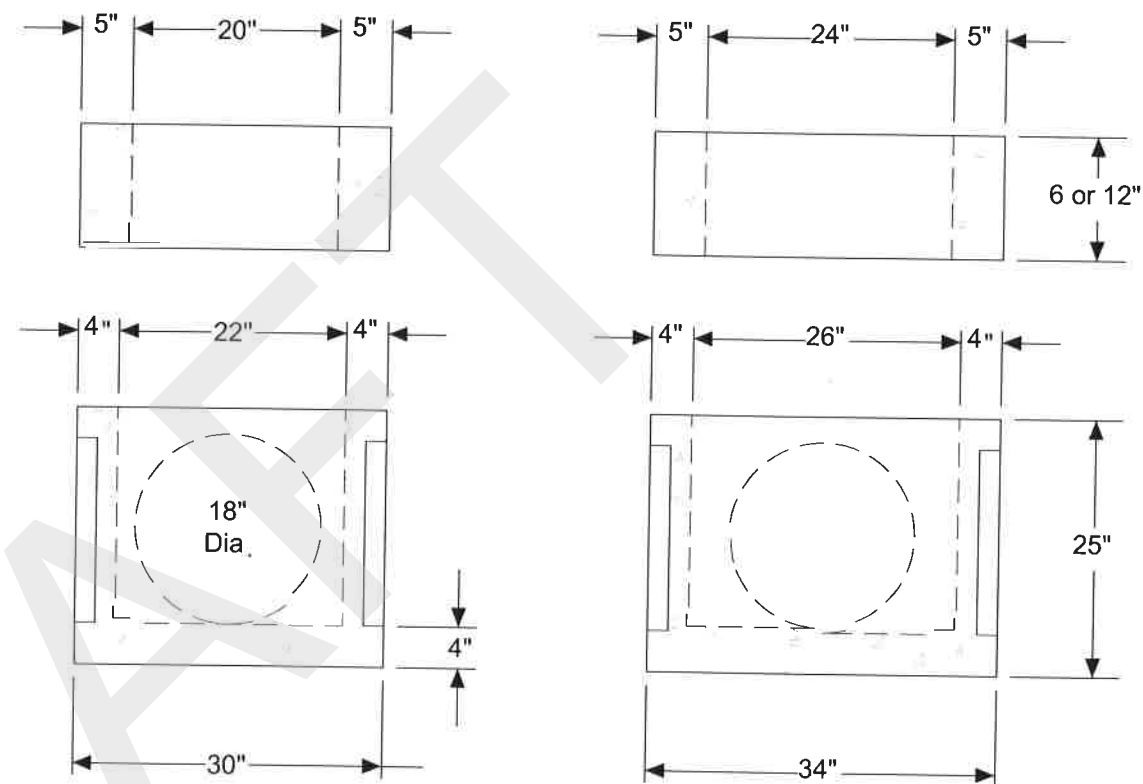
1. Precast bases with integral pipe couplers are preferred.
2. Manholes shall be constructed watertight and tested per Standard Construction Specifications.
3. Steps shall not be installed in the manholes.
4. Drop configuration is used when the entrance pipe exceeds two feet (2') above the the top of the exit pipe and only with permission of the City Engineer. Drop pipe penetrations shall be neatly mortared. Drop configuration not allowed in new manhole installations .
5. Manholes located in paved areas shall have asphaltic patch four inches (4") thick placed in two lifts to exa ct line and grade of street. Manhole ring shall be 1/4" below finished patch.
6. Manholes located in unpaved streets or alleys shall have lid adjusted two inches (2") below gravel surface.
7. All cast-in-place conc. shall be troweled smooth.
8. All joints between precast manhole/sections shall be sealed with mastic gaskets and finished with mortar.
9. All flow across manholes shall be one-tenth of a foot (0.1'), unless the flow changes direction more than 45°, then the fall shall be two-tenths of a foot (0.2') or greater.
10. Manufactured watertight manhole couplings required at all pipe penetrations.
11. Channels shall be per Manhole Base Details Standard Drawing.
12. Shallow manholes may be constructed with flat-top precast lids,as approved by the City Engineer.
13. Seal between riser and cone, riser and riser, and riser and frame with two parallel 3/8" diameter beads of silicone sealant.
14. Where new manholes are constructed on existing mains, or where existing manholes are modified, all pipe penetrations shall also be sealed on the exterior by the careful and ample application(s) of non-shrink grout. Groutable manufactured collars shall be used on new pipes where they enter existing manholes.
15. Manufacturer's standard O-ring joint also acceptable alternate to the standard mastic gasket and mortar joints as shown.
16. Contractor shall comply with the most current OSHA requirements for excavations.
17. Backfill around manholes shall be Class 'D' for all roadways and alleys; Class 'A' for all other llocations unless specifically allowed or directed otherwise by the City Engineer.



SANITARY SEWER MANHOLE CITY OF MOSCOW ENGINEERING DEPARTMENT	DRAFTED BY: CEE/KWK	SIGNED AND DATED 	REVISIONS	
	CHECKED BY: K.Lilly		DATE	DESCRIPTION
	DRAWING SCALE: NTS			
	DATE: 3-4-2014			
	DRAWING NUMBER: 22			



CATCH BASIN



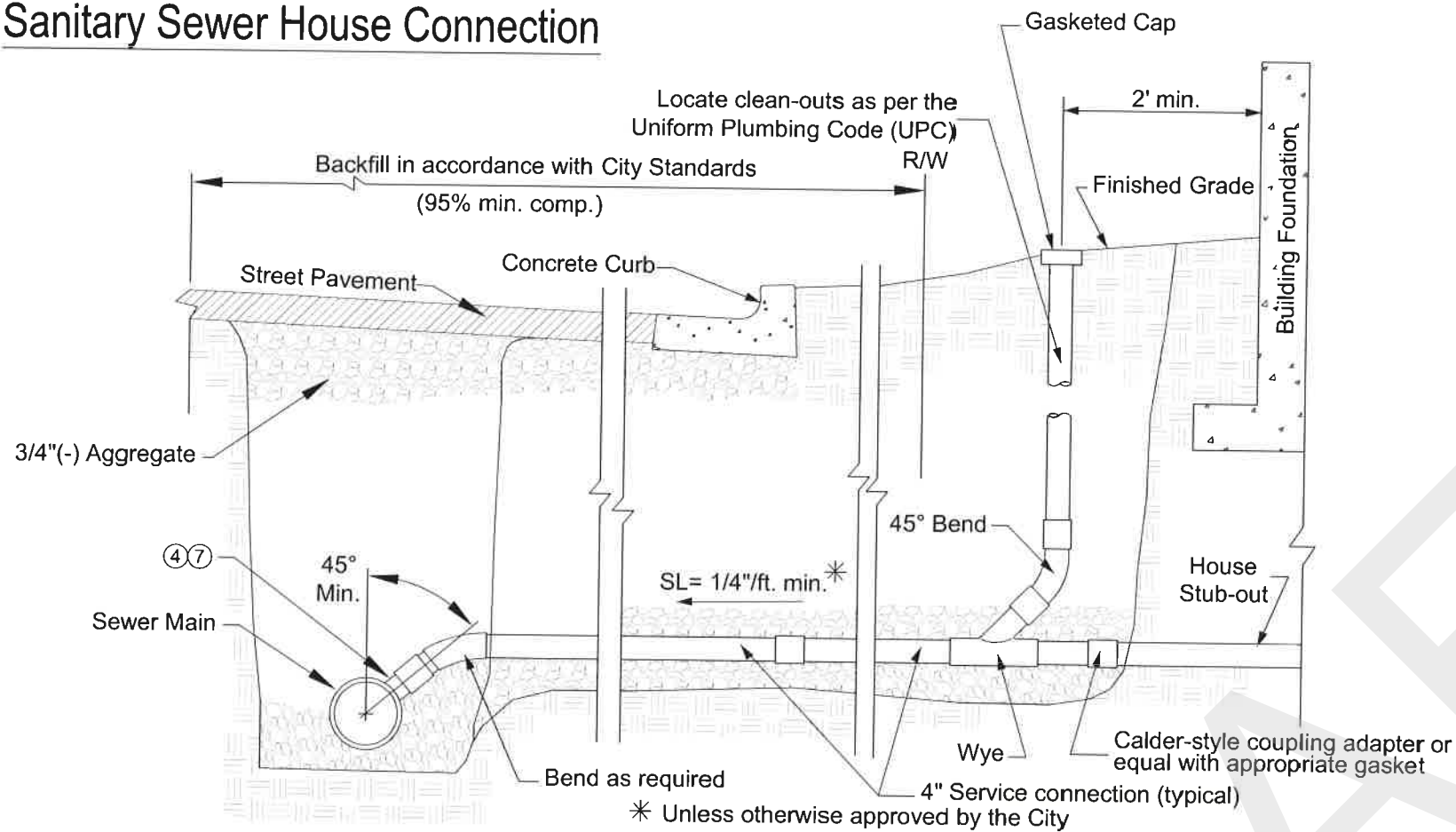
CATCH INLET

NOTES:

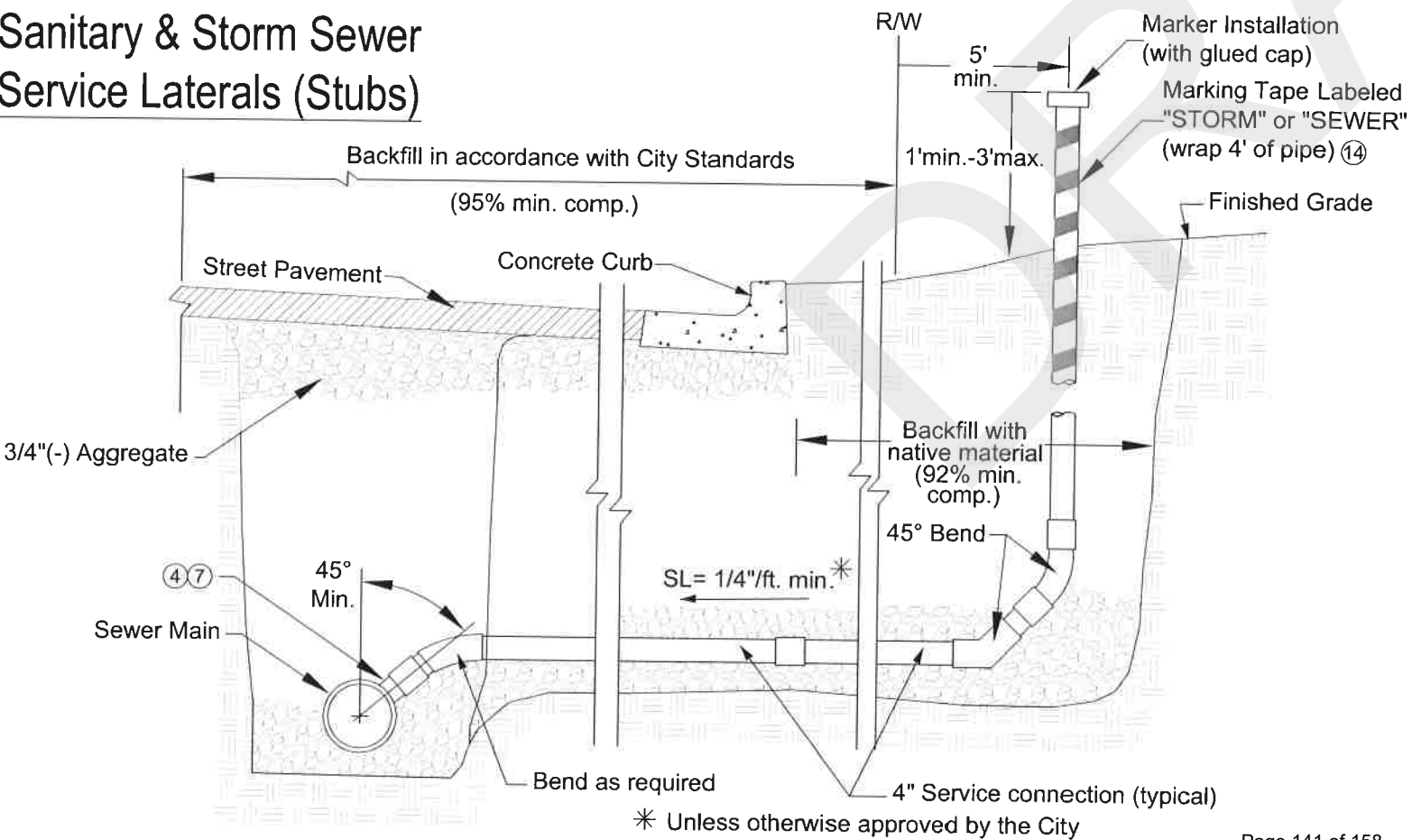
- Catch Basins shall be used in all City streets, City parking lots, and City alleys for catchment and conveyance of surface runoff. Catch Inlets are not to be used in these locations unless specifically allowed by the City Engineer.
- Catch Basin shall be precast concrete per WSDOT Catch Basin Type 1 and Catch Inlets per WSDOT Concrete Inlet, unless otherwise approved by the City Engineer.
- Catch Basins located in paved areas shall have asphaltic patch four inches (4") thick (in two lifts) restoring surface to original line and grade. (see note 6)
- Catch basins located in gravel streets or alleys shall have grate adjusted two inches (2") below gravel surface.
- All pipes shall protrude 1"-2" into the basin and shall be neatly mortared all around (inside and outside). Exit pipe to manhole or storm main shall have 1'-6" minimum cover.
- Catch Basins shall be set 0.10 foot lower than adjoining street grade.
- All materials shall be manufactured in the U.S.A.
- Catch Basins and Inlets shall be pre-cast concrete conforming to AASHTO M199 or ASTM C478, as shown.
- Catch Basins and Inlets shall be backfilled to grade as per adjoining pipe trench backfill.
- Catch Inlets may only be used as a 'bubbler', area drain, or where clearance over some particular obstacle is necessary and if approved by the City Engineer.
- Frames and Grates shall be as per the Catch Basin & Catch Inlet Gates and/or the Combination Inlet Standard Drawing.

REVISIONS		SIGNED AND DATED	DRAFTED BY: MAS/KWK	CHECKED BY: K.Lilly	DRAWING SCALE: NTS	DATE 3-4-2014
DATE	DESCRIPTION					
			CATCH BASIN & CATCH INLET CITY OF MOSCOW ENGINEERING DEPARTMENT			
DRAWING NUMBER:		26				

Sanitary Sewer House Connection



Sanitary & Storm Sewer Service Laterals (Stubs)



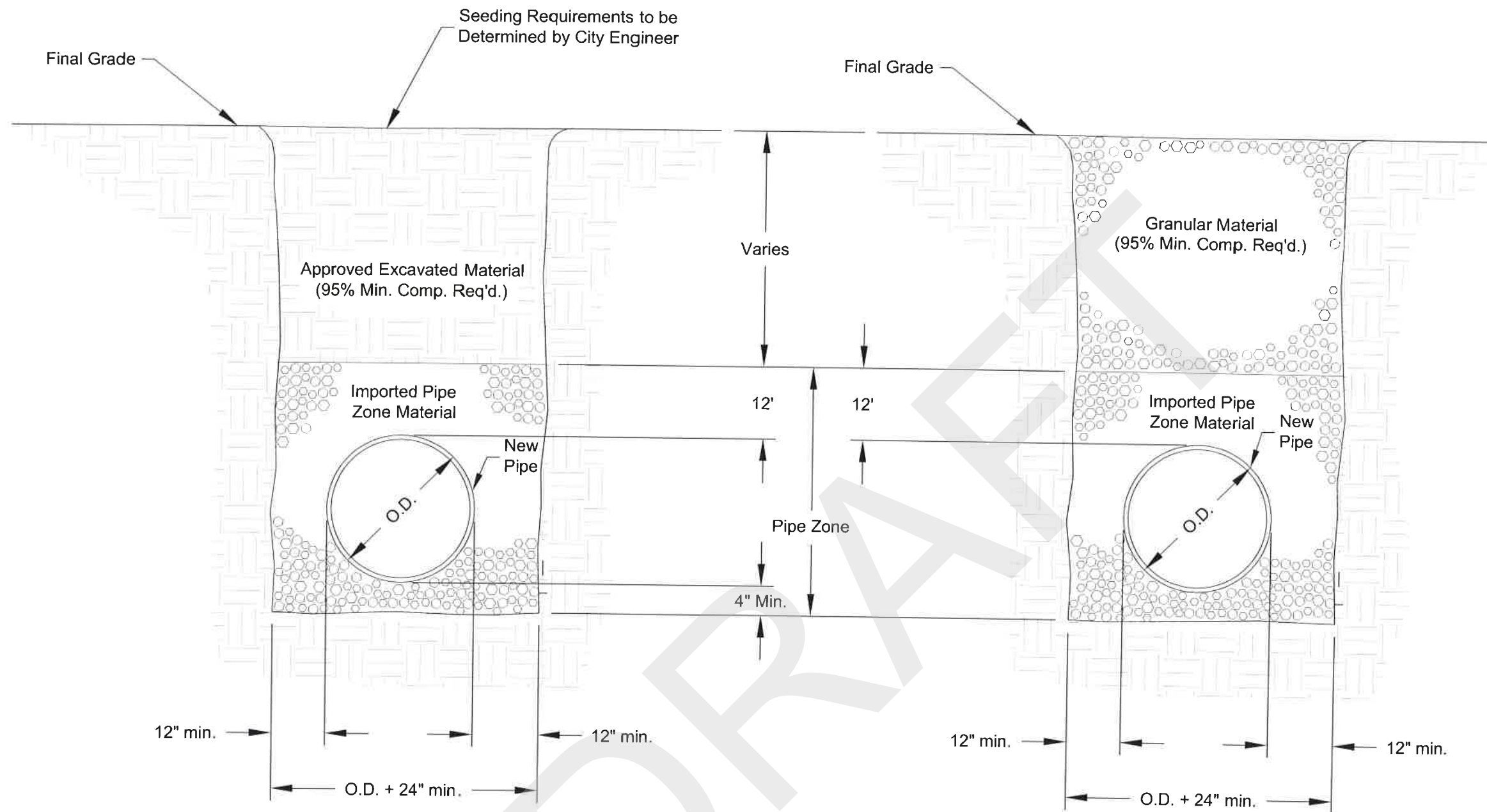
NOTES:

- 1. Pipe materials shall be as follows:
 - a. Within public right-of-way: SDR 35 PVC, (ASTM D-3034), with integral gasketed bell and spigot joints.
 - b. From right-of way to within two feet (2') of the house: SDR 35 PVC, (ASTM D-3034), with integral gasketed bell and spigot joints or Schedule 40 ABS plastic pipe with glued fittings.

If the water service line and sanitary or storm drain service lines from the right-of-way to the house are installed in the same trench, the piping material shall be Schedule 40 ABS with glued fittings unless all three of the following requirements are met:

- a. The bottom of the water pipe, at all joints, shall be at least twelve inches (12") above the top of the sanitary or storm drain service line.
 - b. The water pipe shall be placed on a solid shelf, excavated at one side of the common trench, with a minimum clear horizontal distance of at least twelve inches (12") from the sanitary or storm drain service line.
 - c. Where the sanitary or storm drain line crosses the water service line, the top of the sanitary or the storm drain line is a minimum of twelve inches (12") below the water service line.
- 2. Trench bottom to be prepared, as required, for a firm bed.
 - 3. Existing sewer mains shall be tapped by the City, at the Owner's expense.
 - 4. Sewer service laterals shall be connected to the new mains with manufactured wyes. Connection to existing mains require ROMAC 'CB' saddles, or equivalent.
 - 5. Owner to obtain the necessary permits from the Moscow Community Development Department and Public Works Department.
 - 6. This work shall comply with the Uniform Plumbing Code (UPC).
 - 7. Sewer services shall connect to the sanitary sewer main at a point above the centerline of the pipe.
 - 8. Construction to be inspected by the City.
 - 9. Sanitary service laterals (stubs) shall be air tested with the sanitary sewer main.
 - 10. All backfill under sidewalks shall be crushed aggregate. (95% minimum compaction)
 - 11. The service lateral (from main to house) shall be bedded in sand or 3/4"(-) crushed aggregate; from two inches (2") under the pipe to two inches (2") over the pipe.
 - 12. SANITARY service laterals shall be green pipe from the main to the house, including stub outs and markers.
 - 13. STORM service laterals shall be white pipe from the main to the house, including stub outs and markers.
 - 14. Marking tape shall be three inch (3") wide commercially manufactured, and labeled "STORM DRAIN" for storm sewer and "SEWER" for sanitary sewer use.
 - 15. Storm drain and sanitary sewer services (private) located within public street right-of-way or public utility easements shall have a 2.5' minimum burial depth unless specifically allowed otherwise by the City Engineer.

REVISIONS		DESCRIPTION	
DATE			
SIGNED AND DATED			
DRAFTED BY:		CHECKED BY:	
KWK		K.Lilly	
DRAWING SCALE:		DATE:	
NTS		2-3-2012	
SANITARY & STORM SEWER SERVICE CONNECTIONS		CITY OF MOSCOW ENGINEERING DEPARTMENT	
DRAWING NUMBER:		28	



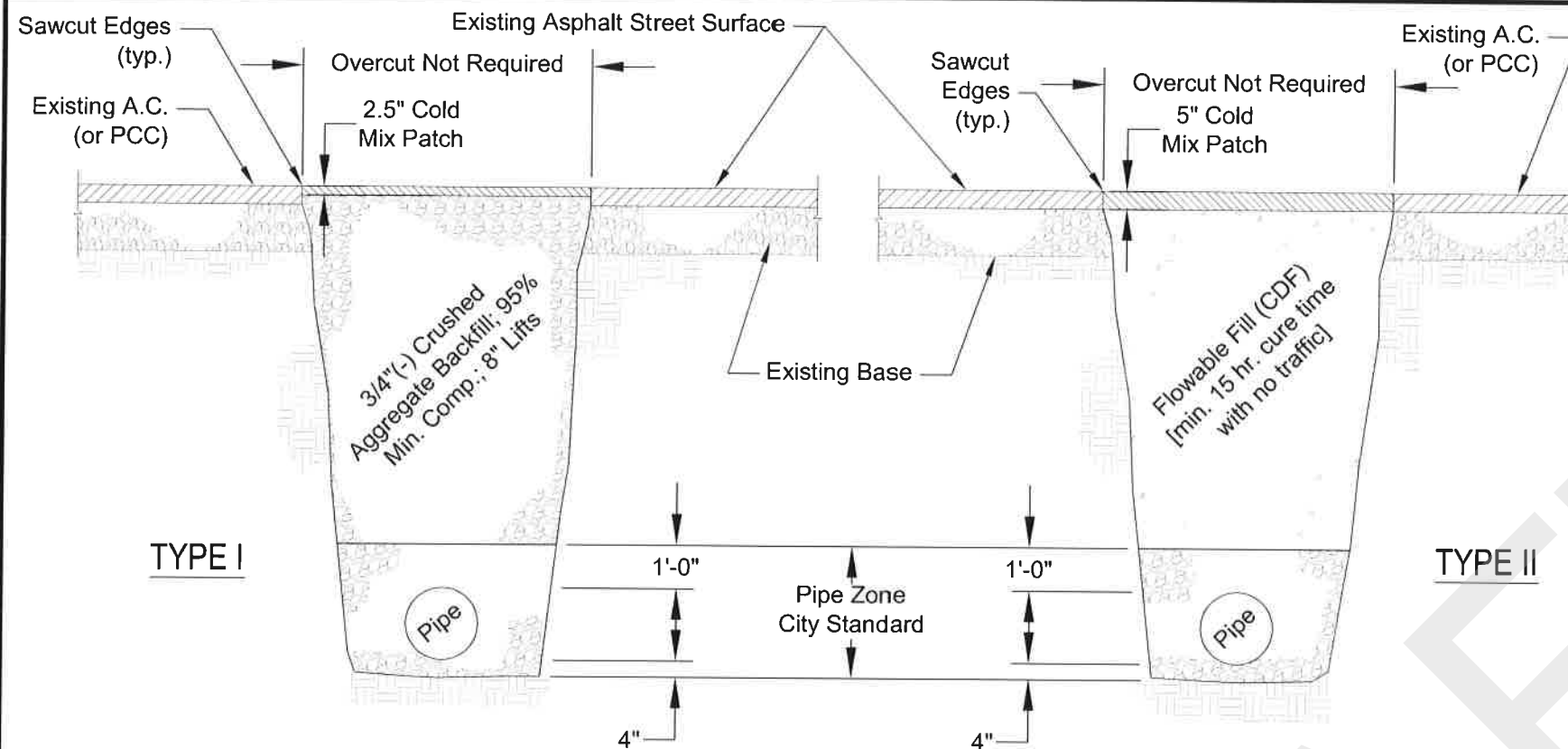
BACKFILL CLASS C
TYPICAL SECTION

BACKFILL CLASS D
TYPICAL SECTION

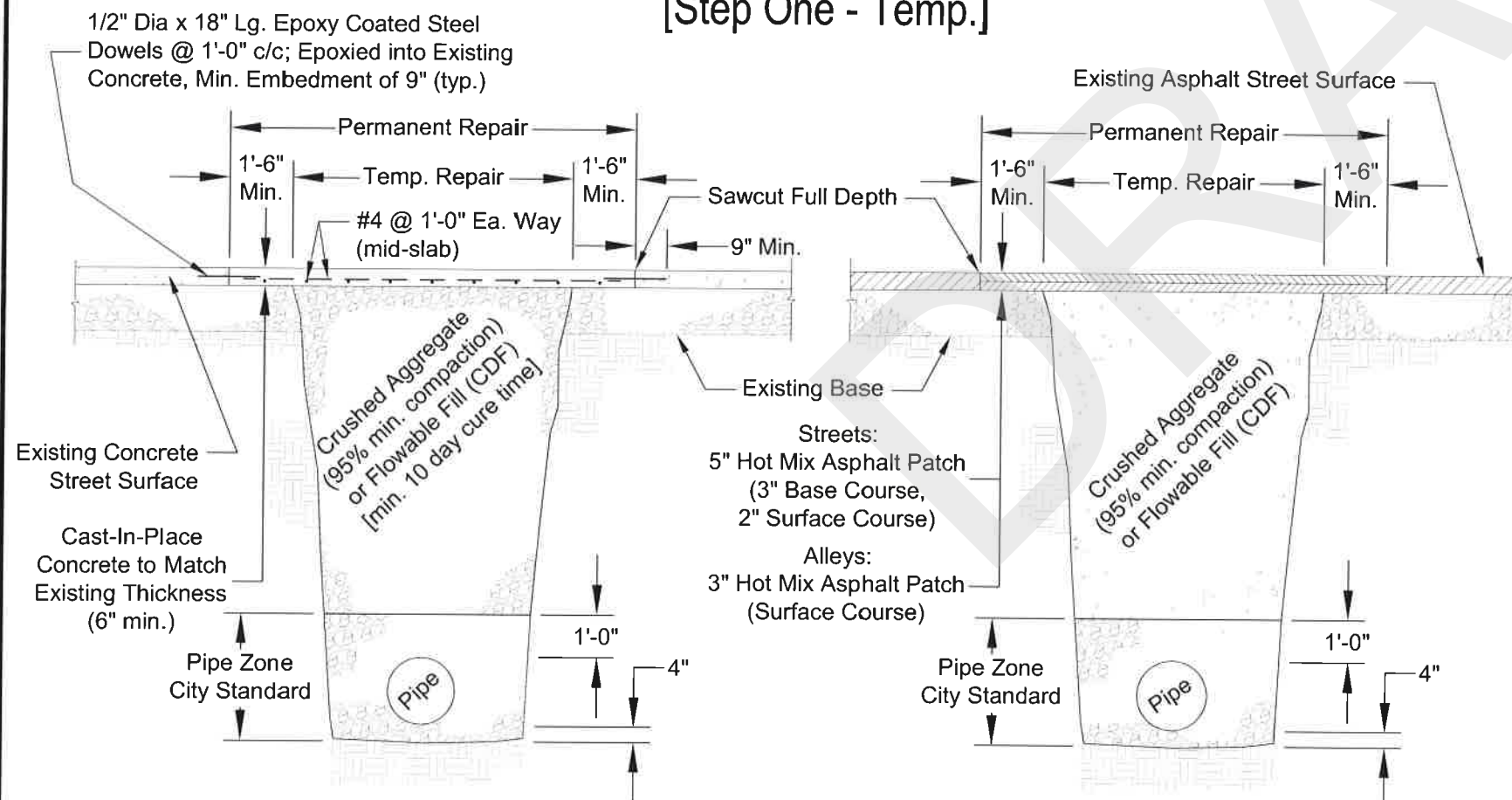
NOTES:

1. Class 'C' Backfill shall be used in areas where asphalt pavement, concrete curb, sidewalk, driveway, or gravel surfacing is not anticipated and where topsoil is not required.
2. Class 'D' Backfill is for areas where asphalt pavement, concrete, curb, sidewalk, or gravel surfacing is existing or anticipated.
3. Contractor shall comply with the most current OSHA requirements for excavations.
4. Backfill shall comply with the requirements of the City's Standard Construction Specifications.

REVISIONS		SIGNED AND DATED	DRAFTED BY: K. Kipp/C. Edwards	CHECKED BY: K. Lilly	DRAWING SCALE: NTS	DATE: 3-5-2014
DATE	DESCRIPTION					
			BACKFILL CLASS C & D CITY OF MOSCOW ENGINEERING DEPARTMENT			
DRAWING NUMBER: 33b						



Temporary Street or Alley Cut Repair
[Step One - Temp.]



Concrete Cut Repair
[Step Two - Permanent]

Asphalt Cut Repair (Street or Alley)
[Step Two - Permanent]

NOTES:

1. All excavations made within public right-of-way and easements require excavation permits from the City prior to commencing work. Street closure permits are required as applicable.
2. See City of Moscow Standard Construction Specifications for additional requirements regarding street and alley cut repair.
3. Prior to commencing, contractor shall furnish, install and maintain traffic control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and as allowed and approved by the City Engineer.
4. Street cuts within Idaho Highway Right-of-Way require an Idaho Transportation Department (ITD) permit and are subject to ITD permit conditions (i.e. backfilling, surfacing requirements and traffic control).
5. The pavement removal required to perform the initial excavation shall be the width of the excavation opening and is not to include the removal of the pavement of the width required to construct the permanent patch. All pavement cuts shall be sawcut in neat, straight lines, as allowed and approved by the City. The limits of the pavement cut for the permanent patch shall be as described in the Standard Construction Specifications.
6. Moscow Public Works Department shall be notified prior to beginning backfilling operations. Noncompliance with this provision shall require re-excavation and witnessed compaction.
7. ALL STREET AND ALLEY CUTS IN EXISTING ASPHALT PAVEMENT SHALL BE BACKFILLED AND TEMPORARILY PATCHED AT THE END OF EACH DAY - unless specifically allowed otherwise by the City Engineer. Properly applied steel plates may be utilized in lieu of this requirement if allowed by the City.
8. Temporary street surfacing (cold mix asphalt or flowable fill) shall be placed (and maintained) uniformly smooth across the width and length of the patch and shall match the existing, adjoining street grade. The finished surface of the temporary patch shall be level with, or no greater than 0.25 inches above the adjacent roadway surface.
9. Temporary street surface repair maintenance is the responsibility of the contractor.
10. The contractor making the cut shall be responsible for any future settling of the street cut for a period of one year from the date that temporary patch is completed.

REVISIONS		SIGNED AND DATED	DRAFTED BY:	CHECKED BY:	DRAWING SCALE:	DATE:
DATE	DESCRIPTION					
			C. Edwards	K. Lilly	NTS	3-5-2014
STREET / ALLEY CUT REPAIR			CITY OF MOSCOW ENGINEERING DEPARTMENT			
DRAWING NUMBER:			34			

Devout Excavation
24420 N Orchard BLUFF
Chattahoochee WA 99003

Attachment "B"

Bid Enclosed

Alley W. of Main Sewer - 4th to 6th street

RECEIVED

MAR 04

@ 1:47 pm

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 2.28.2025

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 ALLEY WEST OF MAIN STREET SEWER – 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 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 060998-B-1-2.
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 ALLEY WEST OF MAIN STREET SEWER - 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:

BASE BID SCHEDULE – ALLEY W. OF MAIN SEWER – 4TH TO 6TH STREET

Item		Base Bid			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
1	Mobilization				
SP1	Mobilization	1	LS	\$36,169.00	\$36,169.00
2	Removals				
SP 2	Remove/Dispose of Bituminous Surface	427	SY	\$31.77	\$13,565.79
SP 3	Remove/Dispose of Manhole	1	EA	\$4,506.22	\$4,506.22
SP 4	Remove/Dispose of 8" Clay Pipe	578	LF	\$68.50	\$39,593.00
SP 5	Remove/Dispose Storm Catch Basin	3	EA	\$1,419.25	\$4,257.75
SP 6	Remove/Dispose 12" Storm Pipe	20	LF	\$49.35	\$987.00
3	Sewer				
SP 7	Install 8" PVC Sanitary Sewer Pipe	578	LF	\$102.21	\$59,077.38
SP 8	Install 4" Sanitary Sewer Pipe	110	LF	\$55.81	\$6,139.11
SP 9	Sanitary Sewer Manhole (4' Diam.)	2	EA	\$8,295.28	\$16,590.56
SP 10	Install 12" PVC Storm Sewer Pipe	20	LF	\$150.30	\$3,006.00
SP 11	Install Storm Catch Basin	3	EA	\$2,079.25	\$6,237.75
SP12	Reconnect To Sanitary Manhole	1	EA	\$680.92	\$680.92
SP 13	Reconnect Existing Sewer Service	23	EA	\$820.89	\$18,880.47
SP 14	Lateral Scoping / Verification	23	EA	\$789.13	\$18,149.99
SP-15a	Bypass Pumping Equipment Procurement	1	LS	\$26,227.09	\$26,227.09
SP-15b	Bypass Pumping Operation	15	Day	\$1,219.00	\$18,285.00
4	Roadway				
SP 16	Hot Mix Asphalt	80	TON	\$358.88	\$28,710.40
6	MISC				
SP 17	Inlet Protection	10	EA	\$72.99	\$729.90
SP 18	Traffic Control	1	LS	\$11,220.00	\$11,220.00
SP 19	Force Account	1	LS	\$35,000	\$35,000
SP 20	Quality Assurance	1	LS	\$18,900.00	\$18,900.00
Total					\$366,913.33

Perout Excavation LLC
Firm Name of Bidder

[Signature]
Signature of Bidder

President
Official Title

PO Box 1498 Bernick, MN 56619
Bidders Mailing Address

060998-B-1-2
Public Works License No.

WY
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____

This ____ day of _____, 2025

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Devout Excavation, LLC

24420 N Orchard Bluff Rd
Chattaroy, WA 99003

OWNER:

(Name, legal status and address)

City of Moscow
504 South Washington Street
Moscow, ID 83843

BOND AMOUNT: Five Percent of the Bid Submitted, 5%

PROJECT:

(Name, location or address, and Project number, if any)
Alley West of Main Street Sewer Project 2025

Moscow, ID

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.

P.O. Box 14498

Des Moines, IA 50306-3498

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.

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 27th

day of February

2025


(Witness)

Devout Excavation, LLC

(Principal)

(Seal)

(Title) Jeff Scripture, President

Merchants National Bonding, Inc.

(Surety)

(Seal)

(Title) Rebecca Hecker, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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ACKNOWLEDGMENT OF PRINCIPAL (CORPORATION)

State of Minnesota
County of Beltrami

On this 28th day of February, 2025, before me personally appeared Jeff Scripture known to be the President of the corporation that is described in and that he or she executed the within instrument, and acknowledged to me that such corporation executed the same.



LINDA L. QUERN
Notary Public
State of Minnesota
My Commission Expires
January 31, 2030

[Signature]

ACKNOWLEDGMENT OF PRINCIPAL (INDIVIDUAL OR PARTNERSHIP)

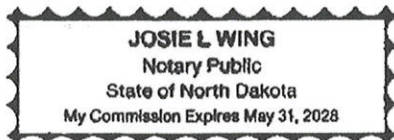
State of _____
County of _____

On this _____ day of _____, 20____, before me personally appeared _____ known to be the person described in and who executed the within instrument, and acknowledged to me that he/she executed the same.

ACKNOWLEDGMENT OF SURETY

State of North Dakota
County of Cass

On this 27th day of February, 2025, before me personally appeared Rebecca Hecker known to be the person who is described in and whose name is subscribed to the within instrument as Attorney in Fact of Merchants National Bonding, Inc. and acknowledged to me that he or she subscribed the name of Merchants National Bonding, Inc. thereto as surety and his or her own name as Attorney in Fact.



[Signature]

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Braeden Nelson; Bridget Nitz; Jill Graveline; Joe Olson; Josie Wing; Rebecca Hecker; T M Crittenden

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 17th day of February, 2025.



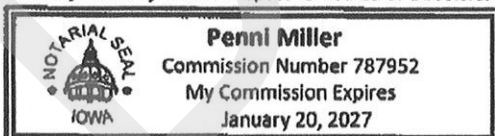
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 17th day of February, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of February, 2025.



Ata B. Smith
Secretary

POA 0018 (6/24)

February 19, 2025

ADDENDUM NO. 1

City of Moscow Project: **ALLEY W. OF MAIN SEWER – 4TH TO 6TH STREET**

Project No. **114-025**

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **ALLEY W. OF MAIN SEWER – 4TH TO 6TH STREET**, 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, SPECIAL PROVISIONS:**

Amend **SPECIAL PROVISIONS** :

Remove SP-8 INSTALL 4" SANITARY SEWER PIPE and replace with the following special provision:

SP-8. INSTALL 4" SANITARY SEWER PIPE

This work shall consist of, but not limited to, the excavation and installation of four (4) inch HDPE sanitary sewer pipe connecting existing sewer services to the newly installed sewer main. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified backfill, and connections to complete the work. Pipe material shall be PVC SDR 35 or approved alternative. The pipe shall be set a minimum of thirty-six (36) inches underneath the base aggregate layer for the concrete pad. Two (2) inches of sand or three-quarter inch minus (3/4"-) crushed rock must be laid and compacted to 95% of AASHTO T-180 maximum density under and above the final placement of pipe. Excavated material shall be used to fill and compact the trench in lifts not to exceed eight (8) inches depth. The pipe must have a minimum gradient of two (2) percent unless otherwise approved by the engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-7, ES-19, ES-20, ES-23, and the Standard Drawings.

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

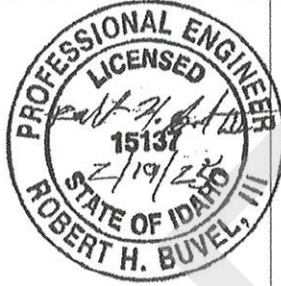
Measurement and Payment:

Measurement for INSTALL 4" SANITARY SEWER PIPE shall be by the linear foot as measured in the field, complete and including trench excavation and specified backfill. All

bends, bands and fittings will be considered incidental to the installation of pipe but measurement will be taken along the pipe centerline including bends and fittings. Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-8. INSTALL 4" SANITARY SEWER PIPE LF

SUBMITTED BY:



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

Devout Excavation LLC

Firm Name of Bidder

[Signature]

Signature of Bidder

President

Title

2/28/25
Date

February 21, 2025

ADDENDUM NO. 2

City of Moscow Project: **ALLEY W. OF MAIN SEWER – 4TH TO 6TH STREET**

Project No. 114-025

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **ALLEY W. OF MAIN SEWER – 4TH TO 6TH STREET**, 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.

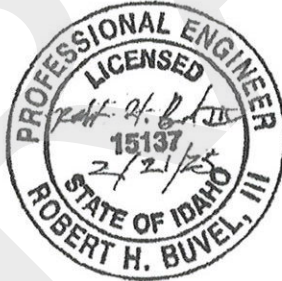
1. DRAWINGS, SPECIFICATIONS AND PROPOSAL, INVITATION TO BID:
Amend **Base Bid Schedule**:

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

2. DRAWINGS, SPECIFICATIONS AND PROPOSAL, SPECIAL PROVISIONS:
Amend the first paragraph of **INVITATION TO BID** to read as follows:

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 – ALLEY W. OF MAIN SEWER – 4TH TO 6TH STREET**" until 2:00 p.m., prevailing local time, **Tuesday, March 4, 2025**, for the following project:

SUBMITTED BY:



Receipt of **ADDENDUM NO. 2** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

Devout Excavation LLC

Firm Name of Bidder

[Signature]

Signature of Bidder

President

Title

2/28/25
Date

Attachment "C"

February 19, 2025

ADDENDUM NO. 1

City of Moscow Project: **ALLEY W. OF MAIN SEWER – 4TH TO 6TH STREET**

Project No. **114-025**

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **ALLEY W. OF MAIN SEWER – 4TH TO 6TH STREET**, 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, SPECIAL PROVISIONS:**

Amend **SPECIAL PROVISIONS** :

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SP-8. INSTALL 4" SANITARY SEWER PIPE

This work shall consist of, but not limited to, the excavation and installation of four (4) inch HDPE sanitary sewer pipe connecting existing sewer services to the newly installed sewer main. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified backfill, and connections to complete the work. Pipe material shall be PVC SDR 35 or approved alternative. The pipe shall be set a minimum of thirty-six (36) inches underneath the base aggregate layer for the concrete pad. Two (2) inches of sand or three-quarter inch minus (3/4") crushed rock must be laid and compacted to 95% of AASHTO T-180 maximum density under and above the final placement of pipe. Excavated material shall be used to fill and compact the trench in lifts not to exceed eight (8) inches depth. The pipe must have a minimum gradient of two (2) percent unless otherwise approved by the engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-7, ES-19, ES-20, ES-23, and the Standard Drawings.

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

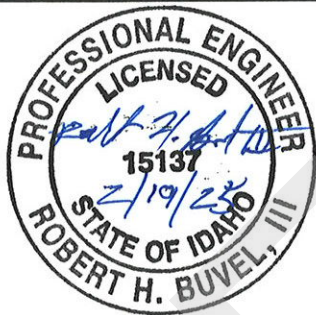
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SP-8. INSTALL 4" SANITARY SEWER PIPE LF

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

February 21, 2025

ADDENDUM NO. 2

City of Moscow Project: **ALLEY W. OF MAIN SEWER – 4TH TO 6TH STREET**

Project No. **114-025**

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **ALLEY W. OF MAIN SEWER – 4TH TO 6TH STREET**, 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**:

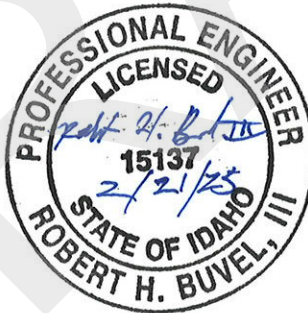
Replace the current bid schedule on page 4 of 112 with the base bid schedule attached to this addendum.

2. DRAWINGS, SPECIFICATIONS AND PROPOSAL, SPECIAL PROVISIONS:

Amend the first paragraph of **INVITATION TO BID** to read as follows:

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 – ALLEY W. OF MAIN SEWER – 4TH TO 6TH STREET**" until **2:00 p.m.**, prevailing local time, **Tuesday, March 4, 2025**, for the following project:

SUBMITTED BY:



Receipt of **ADDENDUM NO. 2** 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

BASE BID SCHEDULE – ALLEY W. OF MAIN SEWER – 4TH TO 6TH STREET

Item		Base Bid			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
1	<i>Mobilization</i>				
SP1	Mobilization	1	LS		
2	<i>Removals</i>				
SP 2	Remove/Dispose of Bituminous Surface	427	SY		
SP 3	Remove/Dispose of Manhole	1	EA		
SP 4	Remove/Dispose of 8" Clay Pipe	578	LF		
SP 5	Remove/Dispose Storm Catch Basin	3	EA		
SP 6	Remove/Dispose 12" Storm Pipe	20	LF		
3	<i>Sewer</i>				
SP 7	Install 8" PVC Sanitary Sewer Pipe	578	LF		
SP 8	Install 4" Sanitary Sewer Pipe	110	LF		
SP 9	Sanitary Sewer Manhole (4' Diam.)	2	EA		
SP 10	Install 12" PVC Storm Sewer Pipe	20	LF		
SP 11	Install Storm Catch Basin	3	EA		
SP12	Reconnect To Sanitary Manhole	1	EA		
SP 13	Reconnect Existing Sewer Service	23	EA		
SP 14	Lateral Scoping / Verification	23	EA		
SP-15a	Bypass Pumping Equipment Procurement	1	LS		
SP-15b	Bypass Pumping Operation	15	Day		
4	<i>Roadway</i>				
SP 16	Hot Mix Asphalt	80	TON		
6	<i>MISC</i>				
SP 17	Inlet Protection	10	EA		
SP 18	Traffic Control	1	LS		
SP 19	Force Account	1	LS	\$35,000	\$35,000
SP 20	Quality Assurance	1	LS		

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, March 24, 2025



AGENDA ITEM TITLE

Proposed City of Moscow Social Media Policy (ACTION ITEM) - Bill Belknap & Corey Oglesby

RESPONSIBLE STAFF

Bill Belknap, City Administrator

ADDITIONAL PRESENTER(S)

Corey Oglesby

DESCRIPTION

The City utilizes various social media platforms as a tool to enhance communication with the public regarding City activities, programs, and services. The City has not previously established a formal policy governing the use of social media by City staff. The proposed policy would establish standard protocols and procedures for the use of social media by City personnel and departments, adopt a notice and use policy statement for all users of the City's social media channels, establish standards for the City's use of tagging or promoting outside organizations, businesses, individuals, or events through the City's social media channels, establish standards and criteria for the removal of comments while protecting the free speech rights of persons participating in any limited public forum the City may create through the use of social media channels, and provide an appeal and review process regarding the removal of any content posted on the City's social media channels. This matter is now before the Council for consideration.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the proposed Social Media Policy and associated Resolution; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the proposed Social Media Policy and associated Resolution

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2025 - Social Media Policy_final

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A SOCIAL MEDIA POLICY FOR THE CITY OF MOSCOW; ESTABLISHING POLICIES REGARDING THE USE AND MANAGEMENT OF SOCIAL MEDIA CHANNELS, ADMINISTRATIVE APPEALS PROCESS AND PROCEDURES, AND USER NOTICE AND USE POLICY; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, social media has been deemed to be a valuable tool to enhance communication with the public regarding City activities, programs, and services; and

WHEREAS, Council believes it is in the best interest of the City to establish and adopt a policy regarding the use of social media channels to:

1. Create standard protocols and procedures for the use of social media by City personnel and departments;
2. Adopt a notice and use policy statement for all users of the City's social media channels;
3. Establish standards for the City's use of tagging or promoting outside organizations, businesses, individuals, or events through the City's social media channels;
4. Establish standards and criteria for the removal of comments while protecting the free speech rights of persons participating in any limited public forum the City may create through the use of social media channels; and
5. Provide an appeal and review process regarding the removal of any content posted on the City's social media channels.

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

1. That the City of Moscow Social Media Policy, attached hereto as Attachment "A" is hereby approved and adopted.
2. That any City of Moscow Resolution not consistent with the policy adopted herein shall be and are hereby superseded by the policy attached.
3. That the provisions of this Resolution and the attachment shall be deemed severable and the invalidity of any provision of this Resolution or the attachment shall not affect the validity of the remaining provisions.
4. That this Resolution shall be effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____

Drew Davis _____
Julia Parker _____
Sandra Kelly _____
Bryce Blankenship _____

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

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of the Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2025 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

Attachment "A"



**City of Moscow
Social Media Policy
Adopted by Resolution 2025-**

I. Purpose

City of Moscow public officers and employees may utilize existing and emerging social media tools to provide information to the public about City matters. Social media is broadly defined as internet-based communications technology that provides immediacy, interactivity, and the sharing of information across multiple platforms. The City of Moscow encourages the appropriate use of social media to further the communication goals and missions of the City and its departments, divisions, and offices. This policy establishes guidelines for the use of social media by public officers and employees.

II. Social Media Policy Provisions

- A. The establishment of a new social media channel by any City department, division, or office must receive prior approval from the Communication Specialist and will be subject to review by the City Administrator.
- B. Generally, approved social media channels shall be used for the following purposes:
 - 1. For disseminating time-sensitive information as quickly as possible to the public about City related matters (for example: emergency incident information); and
 - 2. As communications/outreach tools which increase the City's ability to provide messages to the widest possible audience about City-related matters.
- C. Social media channels shall not be utilized as a replacement for official press releases or maintaining current and accurate information on the City's official website. Social media channels shall be utilized to reinforce and expand the reach of these established communication tools.
- D. The City's website (ci.moscow.id.us) shall remain the City's primary and predominant internet presence and source of information.

- E. Unless otherwise approved by the Communication Specialist, content posted to an official City social media channel will first be posted on the City's official website (ci.moscow.id.us) and shall provide links and refer viewers to the City's website for additional information. Content is defined as any posts, writings, material, documents, photographs, graphics, or other information that is created, posted, shared, distributed, or transmitted via social media.
- F. At the discretion of the Communication Specialist, department representatives may be designated as being responsible for the creation of appropriate content and maintenance of the department's social media channels in accordance with this policy. Unless otherwise approved, all postings and comments made to official city social media sites by persons not designated as department representatives and preauthorized to post and comment on the City's social media channels must be approved by the communication specialist prior to publication/posting.
- G. Designated City staff are required to read and understand this policy and have a signed copy of this policy on file prior to authorizing any posts on behalf of their department or office or prior to posting any content on the City's social media sites. The Communication Specialist will monitor the postings of department representatives to ensure compliance with this policy. Violations of this policy could result in employment action, including discipline up to and including termination of employment, in accordance with the City's Personnel Policies.
- H. Social media sites currently approved for use by City departments, divisions, and offices include:
1. Instagram;
 2. Facebook;
 3. X (formerly Twitter);
 4. YouTube (No new YouTube channels shall be created beyond the City's existing official YouTube channel); and
 5. Others as may be approved by the Communication Specialist.
- I. Any additional social media sites proposed for City use must be approved by the Communication Specialist prior to activation.
- J. City commissions and boards are not permitted to create their own social media accounts and must submit any social media content requests through the Communication Specialist.
- K. Use of official City of Moscow social media channels shall comply with all applicable policies, rules, and regulations of the City.

- L. No social media content originating from the City’s official channels may tag, mention, or otherwise appear to promote any outside organizations, businesses, individuals, or events except those entities that have a clear and direct sponsorship relationship with the City or are active participants in a City-sponsored event or activity.
- M. City social media channels may only “follow” or “like” other outside organizations that meet any of the following criteria:
 - 1. The organization has a clear and direct relationship with the City’s operations, programs, or events; or
 - 2. Peer governmental entities where sharing of content and messages serves the City’s communications interests; or
 - 3. Other outside organizations as approved by the Communication Specialist.
- N. Official City social media sites are subject to State of Idaho public records laws. Any content maintained in a social media format that is related to City business, including a list of subscribers and posted communication, is a public record.
- O. Idaho State law and relevant City records retention schedules apply to social media formats and social media content. All social media content shall be maintained pursuant to a relevant records retention schedule for the required retention period on a City server in a format that preserves the integrity of the original record and is easily accessible.
- P. City of Moscow social media channels are either a non-public forum or a limited public forum and shall include clearly visible and explicit terms and conditions of use which shall prohibit the activities listed below and state that the City of Moscow reserves the right to restrict and remove any content posted to official City of Moscow social media sites that violates the terms and conditions or other applicable law, rule, or regulation.
 - 1. Vulgar, violent, or threatening language and/or content;
 - 2. Content and/or language that promotes, fosters, or perpetuates discrimination of any kind;
 - 3. Conduct or encouragement of illegal activity; and
 - 4. Content that violates a legal intellectual property right interest of any other party.
- Q. If comments are permitted on a social media channel, the City shall regulate the social media channel as a recognized limited public forum and shall not delete or hide comments unless they violate this policy and/or the social media channel's terms and conditions.

- R. Any content removed based on these restrictions must be retained, including the time and date of the posting and the identity of the poster (if available). When the City decides to remove content of a person who is not an employee based on the policies outlined in this policy and who was not acting on behalf of the City, the Communication Specialist must endeavor to contact the person promptly to notify them of the action. The person responsible for the post may appeal the decision to remove their post to the Communication Specialist with a copy of the appeal also submitted to the City Attorney. When content is removed because it is a potential security breach or may contain a virus, the notice under this section is not required, but the person responsible for the post may appeal the decision. The appeal must be in writing, stating the reason or reasons why the comments do not fall within those limitations established in this policy or offer other bases to establish a right to publish the comments or other communications on the City's Social Media Channel. The Communication Specialist or other appropriate official must render a written decision on the appeal within one business day (excluding official City Holidays) of receipt of the appeal noting the basis for the decision. The decision of the Communication Specialist or other appropriate official shall be the final administrative decision of the City.
- S. Under no circumstances can any City staff "block" or restrict any public user's access to City social media.
- T. City employees and/or elected officials are prohibited from disclosing any information via social media posts that may be confidential or may otherwise compromise the City, which includes confidential and privileged communications from legal counsel, legal matters, litigation, and personnel matters.
- U. Only official City social media sites may be used by City employees to conduct official City business.

III. Social Media Required Notice and Use Policy

The following is required to be displayed on all City social media channels:

"All content of this site and all comments submitted to this page are public and are subject to disclosure pursuant to the Idaho Public Records Act. Please be aware that anything you post may survive deletion whether by you or others.

- A. Requests for emergency services should be directed to 9-1-1, not through this site. Individual complaints, concerns, or service requests will not be addressed via Social Media unless the City specifically identifies the site for that purpose.
- B. To protect your privacy and the privacy of others, please do not include sensitive personally identifiable information, such as social security numbers. The City-hosted social media channels should not be considered secure.

- C. If you have specific questions regarding a City activity or program that involves details you do not wish to share publicly, please contact the City of Moscow at (208) 883-7001 or visit the City's website at www.ci.moscow.id.us.
- D. Posts to this site may be removed in a viewpoint-neutral manner if allowed by law and as outlined in the City of Moscow Social Media Policy and under said policy are subject to the right of appeal. Removed content may be preserved as a public record.
- E. The City also reserves the right to discontinue any or all City Social Media Sites at any time. All content will continue to be preserved as a public record pursuant to the existing applicable record retention laws.
- F. Practical and legal considerations may sometimes constrain, prevent, or prohibit discussion by the City of certain topics, including, but not limited to litigation, pending investigations, and other topics through various media including social media.
- G. Following or "friending" persons or organizations is not an endorsement by the City and is only intended as a means of communication.
- H. Any references or links to a specific entity, product, service or organization posted by individuals on the City Social Media Sites should not be considered an endorsement by the City or its Departments or Employees or Officers.
- I. The City does not review, sponsor, or endorse any other website(s) linked to its website or to City Social Media Sites. The views and opinions of authors expressed on those websites do not necessarily state or reflect the opinion of the City and may not be quoted or reproduced for the purpose of stating or implying any endorsement or approval of any product, person, or service by the City or its Employees or Agents.
- J. The City is not responsible for content that appears on external links.
- K. The City is not responsible for and does not guarantee the authenticity, accuracy, appropriateness or security of any link, external website or its content.
- L. By accessing this site, posting, or commenting, I acknowledge having been advised of and understand the foregoing."