

Administrative Committee



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208-883-7015

Tuesday, May 26, 2026

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 April 27, 2026 Minutes (ACTION ITEM) - Laurie M. Hopkins

2. Approval of FBI Gem State Crimes Against Children Task Force Memorandum of Understanding and Reimbursement Agreement (ACTION ITEM) - Anthony Dahlinger

The Moscow Police Department (MPD) has partnered with the Idaho Crimes Against Children (ICAC) Task Force with the Idaho Attorney General's Office for many years. Unfortunately, that partnership has ended as of May 1, 2026. MPD remains committed to protecting children in our community as well as assisting other law enforcement partners to protect the children of the region. It is with this commitment that MPD is seeking City Council approval to join the newly formed FBI Gem State Crimes Against Children (GSCAC) task force.

PROPOSED ACTIONS: Recommend approval of FBI Gem State Crimes Against Children Task Force Memorandum of Understanding and Reimbursement Agreement, or provide staff further direction.

3. Approval of Agreement for Victim Assistance with Alternatives to Violence of the Palouse (ACTION ITEM) - Anthony Dahlinger

The Moscow Police Department (MPD) has utilized the victim assistance services provided by the Alternatives to Violence of the Palouse (ATVP) during incidents involving victims of sexual assault and domestic violence for many years. Since 2014, MPD has budgeted funds which were provided to ATVP for their services. With the passage of Resolution 2024-25, which altered the City's Procurement and Purchasing Policy, the need for a written agreement between the City of Moscow and ATVP for their victim assistance services arose. The Moscow Police Department is asking City Council to approve the agreement for services with ATVP.

PROPOSED ACTIONS: Recommend approval of agreement for Victim Assistance with Alternatives to Violence of the Palouse, or provide staff with further direction.

4. Asphalt Rubber Chip Seal 2026 - Bid Results (ACTION ITEM) - Bob Buvel

This project's scope is to apply an Asphalt Rubber Chip Seal to approximately 29,472 square yards of roadways along Blane Street from Third to Troy Road and Garfield Street from "F" Street to

First Street. This project is part of our pavement preservation program. The City published an advertisement for bids on April 18, 2026 and April 25, 2026. The Engineer's Estimate for construction was \$412,608.00. Bids were opened on May 5, 2026, at which one (1) bid was received. The bid was \$537,864.00 by Doolittle Construction, LLC. A bid tabulation is included in the packet.

PROPOSED ACTIONS: Recommend rejection of the bid from Doolittle Construction, LLC or provide staff with further direction.

5. KN 23902 & 23903; N&S Mountain View Pedestrian Improvements - Professional Services Agreement for Construction Engineering and Inspection (ACTION ITEM) - Scott Bontrager / Luke Hajda

The Idaho Transportation Department (ITD), through the Local Highway Technical Assistance Council (LHTAC), funded a federal-aid project for FY2026 to improve two segments of non-motorized transportation gaps on Mountain View Road. These improvements include completing sidewalk and bike lanes from Slonaker Drive to F Street and Joseph Street to Paradise Creek. The construction contract for the project was awarded by Moscow City Council in April to LaRiviere Inc., in the amount of \$1,025,088.98. A request for information (RFI) was issued by LHTAC for construction engineering and inspection on February 23rd, 2026, and two qualified engineering firms responded by the March 6th deadline. A three-person panel (one LHTAC engineer and two City Staff) independently rated the statement of qualifications, and a consensus was reached on the selection of HMH Engineering, LLC. The professional services agreement between the City of Moscow and HMH Engineering was negotiated on Monday, April 6th, 2026, in the amount of \$169,812.00. This amount equates to 16.6% of the construction contract amount, which both the LHTAC and City Staff deem reasonable for contract administration and construction inspection on a federal-aid project. The agreement has been reviewed and approved by the City Legal Department.

PROPOSED ACTIONS: Recommend approval of the Professional Services Agreement with HMH Engineering LLC.; or provide staff further direction.

6. Proposed Ordinance to Amend the Entertainment District Open Container Exemption to Allow Liquor (ACTION ITEM) - Bill Belknap

The Mayor and City Council recently received a letter from the Moscow Chamber of Commerce & Visitor Center and the Downtown Business Alliance requesting the City Council to consider the allowance of liquor to be served during permitted events held within the downtown Entertainment District. Ordinance 2021-11, passed on August 16, 2021, allows the City Council to suspend the prohibition of open containers of alcohol during permitted events within the designated Entertainment District by resolution. Ordinance 2021-11 specifically limits this exemption to the service of beer and wine. This was reviewed by the Administrative Committee on April 27, 2026, and the City Council on May 4, 2026, at which time staff was directed to prepare an ordinance to allow liquor at Entertainment District events. The proposed Ordinance amending Title 10, Chapter 1 of Moscow City Code is now before the Council for consideration.

PROPOSED ACTIONS: Recommend approval of the proposed ordinance, 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, April 27, 2026

4:00 PM

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

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

PRESENT: Bryce Blankenship, Sage McCetich, Scott Sumner

OTHERS: Council Member Kelly, Mayor Hailey Lewis

STAFF: Bill Belknap, Mia Bautista, Nichoel Baird Spencer, Laurie M. Hopkins

REGULAR AGENDA

1. Approval of Administrative Committee March 23, 2026 Minutes (ACTION ITEM) - Laurie M. Hopkins

The minutes were approved as presented.

2. Resolution Authorizing the City Attorney and Finance Director to submit a claim for Payment Discover Card Merchant Settlement (ACTION ITEM) — Mia Bautista

A class action law suit was filed against Discover Card for misclassifying Discover-issued consumer credit cards as commercial credit cards, which in turn caused merchants and others to incur excessive interchange fees beginning January 1, 2007, through December 31, 2023. A settlement was reached, and the City is an eligible merchant to submit a claim in the Settlement. If the City does not submit a claim for a settlement payment, it will not be entitled to receive funds under the terms of the settlement agreement. Staff has prepared a resolution authorizing the City Attorney and Finance Director to submit a claim and sign any documents or agreements related to the settlement claim on behalf of the City.

PROPOSED ACTIONS: Recommend approval of the Resolution Authorizing the City Attorney and Finance Director to submit a claim on behalf of the City of Moscow for the Discover Card Merchant Settlement; or provide staff further direction.

Bautista introduced the item as written above. The City entered into a similar suit involving Mastercard and Visa last year as well. The process involves participant claim submittal, eligibility confirmation by an administrative judge, creating a formula for the division of money, all of which could take years before knowing how much Moscow will receive. Staff time is minimal. The Committee recommended approval and that it be placed on the Council consent agenda.

3. Proposed Amendment to the FY2026 Fee Resolution for Recreation Program Convenience Fees (ACTION ITEM) - Bill Belknap

The City accepts credit cards, debit cards, and Automated Clearing House (ACH) transactions as a form of payment for City fees. Prior to 2021, the City paid all convenience/transaction fees related to these forms of payment. In the spring of 2021, the City transitioned to a new financial software system that allowed the City to pass these convenience/transaction fees to customers for many of the City's utility and program fees, except for the City's Parks and Recreation program and facility fees, due to a limitation of the software platform used for those programs. In 2025, the convenience/transaction fees related to Parks and Recreation programs exceeded \$100,000. The recreation program software

vendor recently allowed the use of other payment processors, which now lets customers pay the convenience/transaction fees associated with these payment formats. The proposed transaction fees for recreation programs will be 2.75% of the transaction with a \$2.00 minimum, and 3.5% with no minimum for concession sales. All convenience/transaction fees go directly to the payment processor and are not received by the City. While these are not new fees received by the City, they are additional charges that will be imposed when using these payment forms. As a result, Staff recommends that the Council amend the FY2026 Fee Resolution to clearly reflect these convenience/transaction fees. Under Idaho code, the implementation of any new fee or any increase of an existing fee by more than 5% requires a public hearing. This matter has been noticed as a public hearing and is before the Council for consideration.

PROPOSED ACTIONS: Recommend approval of the proposed Amended FY2026 Fee Resolution, or provide staff further direction.

Belknap introduced the item as written above. The payment processor being set up with NextRequest, a public records request program, can be used with CivicRec. To make it transparent, convenience fees have been listed in each department schedule, rather than only in the Finance schedule. The update also moves public records into its own schedule rather than being in the documents schedule. There is always an option to pay with cash or check to avoid the fees. Having a public hearing is Staff erring on the side of caution because the P&R convenience could be looked as a new fee. Convenience fee notices will be posted at the sites. These fees are not collected by the City but go directly to the processor. The Committee recommended approval and that it be placed on the Council regular agenda.

4. Consideration of Request to Amend the Entertainment District Open Container Exemption to Allow Liquor (ACTION ITEM) - Bill Belknap

The Mayor and City Council recently received a letter from the Moscow Chamber of Commerce & Visitor Center and the Downtown Business Alliance requesting the City Council to consider the allowance of liquor to be served during permitted events held within the downtown Entertainment District. Ordinance 2021-11, passed on August 16, 2021, allows the City Council to suspend the prohibition of open containers of alcohol during permitted events within the designated Entertainment District by resolution. Ordinance 2021-11 specifically limits this exemption to the service of beer and wine. This request is before the Council for consideration, and if the Council desires to allow the service of liquor as requested, Staff will prepare an ordinance for the Council's consideration at a future meeting.

PROPOSED ACTIONS: Consider the proposed request and forward the matter to the full Council with or without recommendation, or provide staff further direction.

Belknap introduced the item as written above. The concept was vetted by the legal and police departments. Police did have some concerns of people becoming more intoxicated with liquor than beer and wine and recommended if council explores this idea, to require two police officers during the event to make sure there aren't issues.

Stefan Yautzee, representing the Downtown Business Association (DBA), said Andy Severson approached the DBA with desire to participate in the events downtown. In regard to increased intoxication, he said for Chamber events, vendors go through training on the correct pour sizes. The vendors all have alcohol licenses so are trained in recognizing intoxication and knowing when to cut people off. The events are limited to four hours, which limits the likelihood of over-serving.

Andy Severson, explained beer, wine and liquor all have portions that are a standard unit of alcohol. It doesn't differentiate between liquor, cocktails, beer, etc. because a unit of alcohol is a unit of alcohol. Vendors monitor the symptoms of getting drunk no matter which alcohol is being consumed.

McCetich asked about the 2 officer recommendation. He felt the more people present in one location, the more threat of public safety and health by the sheer quantity of people. Yauchzee said they were required to have security but it has tapered off as there have not been any issues. There are also officers on their patrol shift.

Sumner showed concern for the number of possible vendors and also the end of the event when someone may purchase multiple pours to drink all at once before the event ends.

Blankenship is in support of adding liquor to the entertainment district events. He feels with liquor costing more, he would think a pour of liquor would cost more tickets than a pour of beer or wine, which in turn will make it more prohibitive.

McCetich said the events have been a success and if this would provide more participation that is great. His only hesitation is monitoring and looking out for Moscow's risk.

The Committee asked that the discussion go forward to the full Council.

ADJOURN

The meeting adjourned at 4:32 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Tuesday, May 26, 2026



AGENDA ITEM TITLE

Approval of FBI Gem State Crimes Against Children Task Force Memorandum of Understanding and Reimbursement Agreement (ACTION ITEM) - Anthony Dahlinger

RESPONSIBLE STAFF

Anthony Dahlinger, Police Chief

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Moscow Police Department (MPD) has partnered with the Idaho Crimes Against Children (ICAC) Task Force with the Idaho Attorney General's Office for many years. Unfortunately, that partnership has ended as of May 1, 2026. MPD remains committed to protecting children in our community as well as assisting other federal, state and local law enforcement partners in protecting the children of our region. It is with this commitment that MPD is seeking City Council approval to join the newly formed FBI Gem State Crimes Against Children (GSCAC) task force.

The mission of the Gem State Crimes Against Children Task Force (GSCACTF) is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children, other crimes against children, and human trafficking within the FBI's jurisdiction; to identify and recover victims of child exploitation and human trafficking; to reduce the vulnerability of children and adults to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

Joining the GSCAC task force will allow MPD the opportunity to work with our federal law enforcement partners to continue the important work of protecting children as well as provide the opportunity to seek federal prosecution in appropriate cases. If approved, the FBI would supply the MPD with one vehicle for the designated MPD GSCAC task force detective to utilize, as well as reimbursement of overtime accrued while conducting GSCAC case work and investigations.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of FBI Gem State Crimes Against Children Task Force Memorandum of Understanding and Reimbursement Agreement, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the FBI Gem State Crimes Against Children Task Force Memorandum of Understanding and Reimbursement Agreement.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 2026 MOU with Moscow Police Dept and Gem State CACTF
2. 2026 CRA Moscow Police Dept and Gem State CACTF Reimbursement Agreement

FOR OFFICIAL USE ONLY

1

**FEDERAL BUREAU OF INVESTIGATION
GEM STATE CRIMES AGAINST CHILDREN TASK FORCE
MEMORANDUM OF UNDERSTANDING**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the **Moscow Police Department**. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the Gem State Crimes Against Children Task Force (GSCACTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation). This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

4. The mission of the Gem State Crimes Against Children Task Force (GSCACTF) is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children, other crimes against children, and human trafficking within the FBI's jurisdiction; to identify and recover victims of child exploitation and human trafficking; to reduce the vulnerability of children and adults to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.
5. The defined priority threats that are aligned with the mission of the GSCACTFs are:
 - a. **Child Abductions (Non-Ransom and Ransom)**
 - b. **Production/Manufacturing of Child Sexual Abuse Material**
 - c. **Sextortion**
 - d. **Electronic Groups/Organizations/Enterprises for Profit**
 - e. **Travelers/Enticement**
 - f. **Traders/Distributors of Child Sexual Abuse Material**
 - g. **Interstate Transportation of a Minor with Intent that Minor Engage in Any Illegal Sexual Activity**
 - h. **Human Trafficking**
 - i. **Child Sex Trafficking**
 - j. **Adult Sex Trafficking**
 - k. **Forced Labor**
 - l. **Domestic Servitude**

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

2

- m. International Parental Kidnapping
- n. Possessors of Child Sexual Abuse Material
- o. Child Sex Tourism
- p. Unlawful Flight to Avoid Prosecution – Parental Kidnapping
- q. All other Crimes Against Children and Human Trafficking matters within the FBI's jurisdiction

SUPERVISION AND CONTROL

A. Supervision

- 6. Overall management of the GSCACTF shall be the shared responsibility of the FBI and participating agency heads and/or their designees.
- 7. The Special Agent in Charge (SAC) of the FBI Salt Lake City Field Office shall designate one Supervisory Special Agent (GSCACTF Supervisor) to supervise the GSCACTF. The GSCACTF Supervisor may designate a Special Agent to serve as the GSCACTF Coordinator.
- 8. Conduct undertaken outside the scope of an individual's GSCACTF duties and assignments under this MOU shall not fall within the oversight responsibility of the GSCACTF Supervisor or GSCACTF Coordinator. As stated below, neither the United States nor the FBI shall be responsible for such conduct.
- 9. GSCACTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the GSCACTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.
- 10. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
- 11. All GSCACTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants, must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Operations Investigative Guidelines (DIOG).
- 12. GSCACTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
- 13. Continued assignment of personnel to the GSCACTF will be based on performance and at the discretion of appropriate management. The FBI SAC and GSCACTF Supervisor will also retain discretion to remove any individual from the GSCACTF.

B. Case Assignments

- 14. The FBI GSCACTF Supervisor will be responsible for opening, monitoring, directing, and closing GSCACTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
- 15. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the GSCACTF Supervisor.

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

3

16. For FBI administrative purposes, GSCACTF cases will be entered into the relevant FBI computer system.
17. GSCACTF personnel will have equal responsibility for each case assigned. GSCACTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

18. The head of each participating agency shall determine the resources to be dedicated by that agency to the GSCACTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept apprised of investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

19. It is agreed that matters designated to be handled by the GSCACTF will not knowingly be subject to non-GSCACTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the GSCACTF's existence and areas of concern.
20. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to GSCACTF investigations or areas of concern as described in paragraphs 4 and 5. All law enforcement actions will be coordinated and cooperatively carried out.
21. GSCACTF investigative leads outside of the geographic areas of responsibility for the FBI will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

22. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-GSCACTF personnel will be limited to those situations where it is essential to the effective performance of the GSCACTF and only with prior FBI approval. These disclosures will be consistent with applicable FBI guidelines and policy.
23. Non-FBI GSCACTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the GSCACTF. No documents or information which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
24. In those instances where a participating agency provides a CHS, the FBI may become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
25. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of GSCACTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
26. Operation, documentation, and payment of any CHS opened and operated in furtherance of a GSCACTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI GSCACTF participating agency. Documentation of state, county,

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

4

or local CHSs opened and operated in furtherance of GSCACTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

27. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by GSCACTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
28. GSCACTF reports prepared in cases assigned to GSCACTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
29. Records and reports generated in GSCACTF cases which are opened and assigned by the GSCACTF Supervisor with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for GSCACTF.
30. GSCACTF investigative records maintained at the Salt Lake City Field Office of the FBI will be available to all GSCACTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative, and/or policy restrictions.
31. All evidence and original tape recordings (audio and video) acquired by the FBI during the GSCACTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval, and chain of custody will be adhered to by GSCACTF personnel.
32. All GSCACTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to GSCACTF Supervisor approval.
33. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

INFORMATION SHARING

34. Records or reports created or obtained by the GSCACTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of FBI. If such records are shared outside of the GSCACTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the participating agencies receive a request pursuant to public records statute, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose GSCACTF records, the participating agencies will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.
35. No information possessed by the FBI, to include information derived from informal communications between GSCACTF personnel and FBI employees not assigned to the GSCACTF, may be disseminated by GSCACTF personnel to non-GSCACTF personnel without the approval of the GSCACTF Supervisor and in accordance with the applicable laws and internal regulations, procedures, or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, GSCACTF personnel will not provide any participating agency information

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

5

to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.

36. The Parties acknowledge that this MOU may provide GSCACTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by GSCACTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.
37. Each Party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
38. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
39. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
40. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
41. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations, and policies governing each party.

PROSECUTIONS

42. GSCACTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
43. A determination will be made on a case-by-case basis whether the prosecution of GSCACTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the GSCACTF.
44. If a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a GSCACTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

45. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

6

common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

46. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
47. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

48. All GSCACTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the United States Attorney General's Guidelines on FBI Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES¹

49. The parent agency of each individual assigned to the GSCACTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
50. The parent agency of everyone assigned to the GSCACTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.²

¹ Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

² Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal," "non-lethal," "non-deadly," and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than Lethal Devices. "Less lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

51. GSCACTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

FOR OFFICIAL USE ONLY

DEPUTATIONS

52. Local and state law enforcement personnel designated to the GSCACTF, subject to a limited background inquiry, shall be sworn as federal task force officers by acquiring Title 18 authority (via the United States Marshals) and Title 21 U.S.C. authority (via the FBI, to participate in federal drug investigations). The FBI will secure the required deputation authorization(s). These deputation(s) should remain in effect throughout the tenure of each investigator's assignment to the GSCACTF or until the termination of the GSCACTF, whichever comes first.
53. Deputized GSCACTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.
54. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the GSCACTF must be federally deputized under Title 18. They must also be deputized under Title 21 to participate in federal drug investigations. The FBI may likewise require federal LEOs who serve on the GSCACTF to be deputized while assigned to the GSCACTF. The FBI will secure the required authorization for deputations, as needed.
55. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the GSCACTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

VEHICLES

56. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official GSCACTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to participating agency GSCACTF personnel will require the execution of a separate Vehicle Use Agreement.
57. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to GSCACTF business.
58. Neither the FBI nor the United States shall be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by task force personnel while engaged in any conduct other than their official duties and assignments pursuant to their federal deputation on the GSCACTF.
59. To the extent permitted by applicable law, the participating agencies agree to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by task force personnel which is outside the scope of their official duties and assignments.

SALARY/OVERTIME COMPENSATION

60. The FBI and each participating agency remain responsible for all personnel costs for their GSCACTF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency, except as described in paragraph 61 below.

FOR OFFICIAL USE ONLY

8

61. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal GSCACTF personnel assigned full-time to GSCACTF, provided overtime expenses were incurred because of GSCACTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and participating agencies for full-time employee(s) assigned to GSCACTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

62. Property utilized by the GSCACTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the GSCACTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by GSCACTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of GSCACTF, will be the financial responsibility of the agency supplying said property.

FUNDING

63. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

64. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with GSCACTF operations.
65. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to GSCACTF investigations may be equitably shared with the agencies participating in the GSCACTF.

DISPUTE RESOLUTION

66. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the GSCACTF's objectives.
67. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

FOR OFFICIAL USE ONLY

MEDIA RELEASES

- 68. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
- 69. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO GSCACTF AND SECURITY CLEARANCES

- 70. If a participating agency candidate for the GSCACTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
- 71. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the GSCACTF, the participating agency will be so advised, and a request will be made for another candidate.
- 72. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
- 73. Before receiving unescorted access to FBI space identified as an open storage facility, GSCACTF personnel will be required to obtain and maintain a "Top Secret" security clearance. GSCACTF personnel will not be allowed unescorted access to FBI space unless they have received a Top-Secret security clearance.
- 74. Upon departure from the GSCACTF, everyone whose assignment to the GSCACTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

- 75. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the GSCACTF.
- 76. Each party agrees to notify the other in the event of receipt of a civil claim arising from scope of the FBI's relationship with the MOU's other party. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from the operational relationship. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. If a civil claim or complaint is brought against a state or local officer assigned to the GSCACTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

77. COMMON LAW TORT CLAIMS

- A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.

FOR OFFICIAL USE ONLY

10

- B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of [operational relationship] activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
- C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.
- D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S. C. § 2679(d)(3)."

78. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the GSCACTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Salt Lake City Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any GSCACTF personnel.

79. Unless otherwise authorized by the FBI, liability for any conduct by GSCACTF personnel undertaken outside of the scope of their duties and assignments pursuant to their federal deputation on the GSCACTF shall not be the responsibility of the FBI or the United States.

DURATION

80. The term of this MOU is for the duration of the GSCACTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

81. Any participating agency may withdraw from the GSCACTF at any time by written notification to the GSCACTF Supervisor with designated oversight for investigative and personnel matters or program manager of the GSCACTF at least 30 days prior to withdrawal.

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

11

82. Upon termination of this MOU, all equipment provided to the GSCACTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any GSCACTF participation.

MODIFICATIONS

83. This agreement may be modified at any time by written consent of all involved agencies.

84. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

Robert J. Bohls
Special Agent in Charge
Federal Bureau of Investigation

Date

Hailey Lewis
Mayor
City of Moscow

Date

FOR OFFICIAL USE ONLY

For Official Use Only

FEDERAL BUREAU OF INVESTIGATION
Gem State Crimes Against Children Task Force
2026 FY Cost Reimbursement Agreement

GSCACTF File No.: 305-SU-C4165872-CRA

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized Salt Lake City, Gem State Crimes Against Children Task Force (GSCACTF), as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the City of **Moscow** (CITY), located at 155 Southview Ave., Moscow, ID 83843, Taxpayer Identification Number: -----, and Telephone Number: (208)883-7054, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI Salt Lake City, Gem State Crimes Against Children Task Force Memorandum of Understanding (MOU) signed by the Mayor and shall be read and interpreted in conformity with all terms of that document.

2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse CITY for overtime payments made to City of Moscow Police Department officers (MPD) assigned to and working full time on GSCACTF related matters.

3. Requests for reimbursement shall be made monthly utilizing the United States Department of the Treasury Invoice Processing Platform (IPP) software system and shall be submitted to the FBI Salt Lake City Field Office immediately after the first of the month which follows the month for which reimbursement is requested. The reimbursement request shall be approved by the appropriate Supervisor (or their designee) at MPD prior to the invoice submission in IPP. The invoice submitted in IPP will automatically route to the FBI GSCACTF personnel for their review, approval, and processing for payment.

4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to CITY using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, CITY shall establish an account online in the System for Award Management (SAM) at www.SAM.gov. Verification of CITY banking information is required on an annual basis to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI Salt Lake City Financial Liaison Specialist.

5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify MPD of the applicable annual limits prior to October 1st of each year.

6. The number of MPD deputies assigned full-time to the GSCACTF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the GSCACTF, this number may change periodically, upward or downward, as approved in advance by the FBI.

1

For Official Use Only

This document is the property of the FBI and is loaned to your agency. Neither it nor its contents may be released without authorization by FBI Headquarters.

Revised 05/24/2022

7. Prior to submission of any overtime reimbursement requests, MPD shall prepare an official document setting forth the identity of each officer assigned full-time to the GSCACTF, along with the regular and overtime hourly rates for each officer. Should any officers change during the fiscal year, a similar statement shall be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. If the rate changes during the fiscal year for a previously assigned officer, an updated letter shall be attached with the invoice submission in IPP that reflects the new rate. The updated letter shall be mailed to the Salt Lake City Field Office GSCACTF personnel to maintain in FBI records.

8. Each request for reimbursement shall be submitted via IPP to the FBI. The request for reimbursement shall include an invoice number, invoice date, the name, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. An attachment signed and dated by an authorized Agency representative noting the dates and hours for each officer overtime reimbursement claimed shall be uploaded in IPP as supporting documentation for the invoice to confirm the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the GSCACTF.

9. Requests for reimbursement shall be submitted monthly, and all requests shall be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2026, shall be received by the FBI monthly and not later than December 31, 2026. The FBI is not obligated to reimburse any requests received untimely and not in accordance herewith.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of MPD's participation on the GSCACTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties or based on changing business operations and practices of the FBI. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

Robert J. Bohls
Special Agent in Charge
Federal Bureau of Investigation

Date: -----

Hailey Lewis
Mayor
City of Moscow

Date: -----

Andrew Beaty
Financial Liaison Specialist
Federal Bureau of Investigation

Date: -----

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Tuesday, May 26, 2026



AGENDA ITEM TITLE

Approval of Agreement for Victim Assistance with Alternatives to Violence of the Palouse (ACTION ITEM) - Anthony Dahlinger

RESPONSIBLE STAFF

Anthony Dahlinger, Police Chief

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Moscow Police Department (MPD) has utilized the victim assistance services provided by the Alternatives to Violence of the Palouse (ATVP) during incidents involving victims of sexual assault and domestic violence for many years. Since 2014, MPD has budgeted funds which were provided to ATVP for their services. With the passage of Resolution 2024-25, which altered the City's Procurement and Purchasing Policy, the need for a written agreement between the City of Moscow and ATVP for their victim assistance services arose. The Moscow Police Department is asking City Council to approve the agreement for services with ATVP.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of agreement for Victim Assistance with Alternatives to Violence of the Palouse, or provide staff with further direction.

STAFF RECOMMENDATION

Recommend approval of agreement for Victim Assistance with Alternatives to Violence of the Palouse.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Agreement for Services for Victims_ATVP_final

**AGREEMENT FOR SEXUAL ASSAULT/DOMESTIC
VIOLENCE VICTIM ASSISTANCE BETWEEN
CITY OF MOSCOW, IDAHO AND
ALTERNATIVES TO VIOLENCE OF THE PALOUSE**

THIS AGREEMENT FOR SEXUAL ASSAULT/DOMESTIC VIOLENCE VICTIMS ASSISTANCE BETWEEN CITY OF MOSCOW, IDAHO AND ALTERNATIVES TO VIOLENCE OF THE PALOUSE (hereinafter "Agreement") is made this ____ day of _____, 2026 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 Alternatives to Violence of the Palouse, a non-profit corporation of the State of Idaho, PO Box 8517, Moscow, Idaho, 83843 (hereinafter "ATVP").

WHEREAS, CITY and ATVP both recognize the importance of providing victims of sexual assault and/or domestic violence (hereinafter "Victims") specialized support within the Palouse communities to enhance their safety; and

WHEREAS, ATVP is a non-profit corporation that specializes in providing additional support to Victims and connecting them with resources in their communities; and

WHEREAS, CITY desires to ensure such services are available to the citizens of Moscow;

NOW, THEREFORE, the Parties to this Agreement, for and in consideration of the mutual covenants, promises, and stipulations contained herein, agree that all matters stated above are true and correct and are incorporated herein by reference as if copied in their entirety and as follows:

SECTION 1: SCOPE OF SERVICES AND ATVP RESPONSIBILITIES

- A. ATVP shall operate a free public service to provide Victims with services to enhance their safety such as providing contact information for counselors, helping create a safety plan, helping facilitate rides to appointments, and providing other support as requested by the Victims.
- B. ATVP shall only share information with CITY with the permission of each individual Victim, other than a report of general services provided as described herein.
- C. ATVP shall provide all personnel, equipment, insurance, and all other equipment needed to provide the services described herein.
- D. ATVP shall provide an annual written report of services provided. Such report shall be provided to CITY by February 15 of every year with the first report due February 15, 2027.

SECTION 2: CITY RESPONSIBILITIES

CITY will provide ATVP with an annual payment of Four Thousand Dollars (\$4,000) in exchange for the services contemplated herein during the term of this Agreement. CITY shall provide said payment to ATVP by July 30th of every year with the first payment being made by July 30, 2026.

SECTION 3: TERM

This Agreement shall be in effect for five (5) years beginning the date of execution of this Agreement unless otherwise terminated by CITY as described herein.

SECTION 4: TERMINATION

This Agreement may be terminated by CITY upon thirty (30) days' written notice, should ATVP fail to substantially perform in accordance with its terms of this Agreement through no fault of CITY. CITY may terminate this Agreement for any reason with sixty (60) days written notice. ATVP may terminate this Agreement with ninety (90) days' written notice and be responsible for reimbursing CITY a pro rata amount for early termination, such amount shall be agreed upon by the Parties.

SECTION 5: NON-APPROPRIATION

This Agreement is contingent upon CITY receiving the necessary funding to fulfill the obligations of CITY. While the CITY shall exercise good faith, 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.

SECTION 6: INDEPENDENT CONTRACTOR

CITY and ATVP hereto warrant by their signatures that no employer/employee relationship is established between CITY and ATVP by the terms of this Agreement. It is understood by the Parties hereto that ATVP is an independent contractor and, as such, neither it nor its employees, if any, are employees of CITY for any purpose, including for purposes of tax, retirement system, and social security (FICA) withholding.

SECTION 7: NO SEPARATE ENTITY CREATED AND NO JOINT VENTURE

Nothing herein contained shall be in any way construed as expressing or implying that the Parties hereto have created a separate legal entity, joined together in any joint venture, partnership, agency relationship or liability company or in any manner have agreed to or are contemplating the sharing of profits or losses among themselves in relation to any matter relating to this Agreement.

SECTION 8: INSURANCE AND LIABILITY

- A. ATVP shall maintain and furnish CITY with certificates of insurance and shall cause CITY to be named as an additional insured under said policies for the following insurance requirements:
1. Worker's compensation and employer's liability insurance as required by the State of Idaho;
 2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with one million dollars (\$1,000,000) combined single limits; and
 3. Comprehensive general liability insurance coverage. The comprehensive general liability insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate.
- B. ATVP waives any and all claims and recourse against CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to ATVP's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees. Further, ATVP shall indemnify, hold harmless, and defend CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of ATVP's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees.

SECTION 9: CONFLICT OF INTEREST

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

SECTION 10: ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement contains the entire Agreement between the Parties concerning the services, 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. ATVP shall not subcontract, transfer, sell, or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

SECTION 11: LICENSES AND ADHERENCE TO LAW REQUIRED

ATVP represents that it possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. ATVP further agrees to comply with all applicable federal, state and local statutes and regulations in the performance of the services hereunder and such laws and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes and/or regulations by ATVP shall be deemed material and shall subject ATVP to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of ATVP will, in any way, serve to modify the provisions of this requirement. ATVP and its surety shall defend, hold harmless, and indemnify 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 ATVP, ATVP's officers, agents, employees, or its subcontractors.

Ownership or Operation by China. Pursuant to Idaho Code § 67-2359, ATVP 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.

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

SECTION 12: NON-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 or genetic information, age (40 and older), marital or familial status, sexual orientation, and or gender expression or identity. ATVP shall not discriminate against any employee or applicant for employment. ATVP'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. ATVP agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this Non-Discrimination Section.

SECTION 13: ATTORNEY 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 suit.

SECTION 14: JURISDICTION, VENUE, AND NON-WAIVER

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

SECTION 15: BINDING OF SUCCESSORS

CITY and ATVP each bind themselves, their partners, successors, assigns, and legal representatives to the other Parties to this Agreement and to the partner, successors, assigns and legal representatives of such other Parties with respect to all covenants of this Agreement.

SECTION 16: NOTICE

Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

ATVP:

Alternatives to Violence of the Palouse
Executive Director
PO Box 37
Pullman, WA 99163

CITY:

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

SECTION 17: SEVERABILITY

The terms of this Agreement shall be deemed severable. If any part of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, or due to change in law, those specific terms will not be enforced and, such holding will not affect the validity or enforceability of any other part of this Agreement.

SECTION 18: HEADINGS, CAPTIONS AND TITLES

Headings, captions, and titles of sections of this Agreement are for the convenience of reference only, and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement, and shall not affect the construction of any provision of this Agreement.

SECTION 19: AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties under the penalty

of perjury pursuant to the law of the State of Idaho. This Agreement may also be executed by the use of electronic signatures pursuant to Idaho Code §28-50-107. If the Parties sign this document utilizing an electronic signature, the Parties understand that this electronic signature is valid and binding to the same force and effect as a handwritten signature. If electronic signatures are utilized, the acknowledgement before a notary is not required.

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

Alternative to Violence of the Palouse

City of Moscow, Idaho

Maria Ramos, Executive Director

Hailey Lewis, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2026, before me, a Notary Public in and for said State, appeared Maria Ramos, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for Alternatives to Violence of the Palouse.

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

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Tuesday, May 26, 2026



AGENDA ITEM TITLE

Asphalt Rubber Chip Seal 2026 - Bid Results (ACTION ITEM) - Bob Buvel

RESPONSIBLE STAFF

Bob Buvel, Senior Civil Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

This project's scope is to apply an Asphalt Rubber Chip Seal to approximately 29,472 square yards of roadways along Blane Street from Third to Troy Road and Garfield Street from "F" Street to First Street. This project is part of our pavement preservation program. The City published an advertisement for bids on April 18, 2026 and April 25, 2026. The Engineer's Estimate for construction was \$412,608.00. Bids were opened on May 5, 2026, at which one (1) bid was received. The bid was \$537,864.00 by Doolittle Construction, LLC. A bid tabulation is included in the packet.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend rejection of the bid from Doolittle Construction, LLC or provide staff with further direction.

STAFF RECOMMENDATION

Recommend rejection of the bid from Doolittle Construction, LLC in the amount of \$537,864.00.

OTHER RESOURCES

FISCAL IMPACT

Funds for the project would be expended from capital accumulation in Roadway Improvement Program (350-150-770-83).

PERSONNEL IMPACT

Reduction in the Engineering Division work program for summer 2026, staff will no longer administer construction contract and inspection.

ATTACHMENTS

1. 2026 AR Chip Seal Specs & Proposal
2. AR Chip Seal 2026 - Bid Tabulation



COMMUNITY DEVELOPMENT ENGINEERING DIVISION

DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:

ASPHALT RUBBER CHIP SEAL - 2026

CITY OF MOSCOW PROJECT NO. 128-026

CITY OF MOSCOW, IDAHO

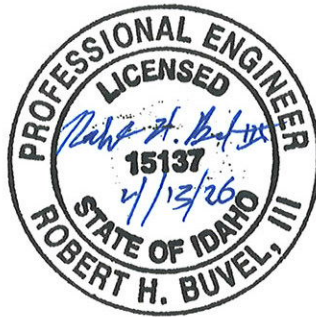
**Community Development
Engineering Division
504 S Washington Street
(208) 883-7034**

Plans, Specifications and Proposal

For

ASPHALT RUBBER CHIP SEAL - 2026

CITY OF MOSCOW PROJECT NO. 128-026



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

TABLE OF CONTENTS

INVITATION TO BID.....	1
BID PROPOSAL	3
BID SCHEDULE	5
CONSTRUCTION AGREEMENT.....	6
INSTRUCTION TO BIDDERS.....	14
IB-1. INTENT OF PLANS AND SPECIFICATIONS	14
IB-2. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION	14
IB-3. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE	14
IB-4. PREPARATION AND DELIVERY OF PROPOSAL	14
IB-5. PROPOSAL GUARANTY	15
IB-6. RETURN OF PROPOSAL GUARANTY	15
IB-7. QUALIFICATIONS OF BIDDER.....	15
IB-8. AWARD OF CONTRACT	15
IB-9. FAILURE TO EXECUTE CONTRACT	16
IB-10. NONDISCRIMINATION IN EMPLOYMENT	16
IB-11. WAGE RATES	16
IB-12. CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES AGREEMENT	17
IB-13. PERFORMANCE PERIOD	17
IB-14. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK.....	17
IB-15. ALTERNATES	17
IB-16. SUBCONTRACTORS TO BE LISTED ON BID	18
GENERAL CONDITIONS.....	19
GC-1. COMPLIANCE	19
GC-2. DEFINITIONS.....	19
GC-3. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS.....	20
GC-4. ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS.....	20
GC-5. INVESTIGATION BY BIDDERS	21
GC-6. NON-DISCRIMINATION	21
GC-7. INTERPRETATION OF THE SPECIFICATIONS.....	21
GC-8. CONTRACTS.....	21
GC-9. QUANTITIES FURNISHED BIDDERS.....	25
GC-10. MAJOR CHANGES	26
GC-11. EXTRA WORK.....	27
GC-12. MONTHLY PAYMENTS	27
GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES	28
GC-14. ABANDONMENT OF WORK	29
GC-15. AUTHORITY OF ENGINEER	30
GC-16. PERFORMANCE AND PAYMENT BONDS	31
GC-17. INSURANCE/CITY TO BE NAMED AS ADDITIONAL INSURED	31
GC-18. PATENT ROYALTIES AND PROCESS FEES	32
GC-19. CONTRACTOR RESPONSIBLE FOR WORK.....	32
GC-20. USE OF COMPLETED PORTION	33
GC-21. SIGNATURES.....	33
GC-22. ORDERS TO BEGIN WORK	34
GC-23. ORDER OF WORK.....	34
GC-24. EFFICIENCY OF OPERATION/LICENSING.....	34
GC-25. PROTECTION OF WORK AND PROPERTY	34
GC-26. RESPONSIBILITY FOR SAFETY	35
GC-27. GUARDS AND BARRICADES.....	35
GC-28. EXISTING TRAFFIC SIGNS AND FACILITIES	35
GC-29. MAINTAINING POSTAL SERVICE.....	36
GC-30. EMERGENCY WORK	36

GC-31.	SUPERVISION OF WORK	36
GC-32.	CORRECTION AND COMPLETION OF WORK	36
GC-33.	SUBSTITUTES CLAUSE	37
GC-34.	DETAILED BREAKDOWN OF CONTRACT PRICE	38
GC-35.	CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE	38
GC-36.	STREET CLEANUP DURING CONSTRUCTION	39
GC-37.	CLEANUP	39
GC-38.	PROOF OF TAX PAYMENT	39
GC-39.	HOLD HARMLESS REQUIREMENT	39
GC-40.	JURISDICTION AND DISPUTE RESOLUTION	40
GC-41.	PERMITS AND LICENSES	40
GC-42.	ENVIRONMENTAL MATTERS	41
GC-43.	NO THIRD PARTY BENEFICIARIES	41
GC-44.	COMPLIANCE WITH GRANT CONDITIONS	41
ENGINEERING SPECIFICATIONS.....		42
ES-1.	SCOPE OF WORK	42
ES-2.	TRAFFIC CONTROL/R.O.W. USE PERMITS	42
ES-3.	MATERIALS	44
ES-4.	REMOVALS AND DISPOSALS	44
ES-5.	EARTHWORK	45
ES-6.	SUBGRADE SEPARATION GEOTEXTILES	46
ES-7.	CRUSHED ROCK BASE	47
ES-8.	SOFT SPOT REPAIR	49
ES-9.	WATERING	50
ES-10.	WEIGHING	50
ES-11.	CONCRETE	51
ES-12.	CONCRETE CONSTRUCTION REQUIREMENTS	53
ES-13.	CONCRETE CURB	57
ES-14.	CONCRETE SIDEWALK	58
ES-15.	SUPERPAVE HOT MIX ASPHALT	61
ES-16.	CEMENT CONCRETE PAVEMENT	63
ES-17.	ADJUSTMENT OF GATE VALVE BOXES, MONUMENTS, CATCH BASINS, CATCH INLETS, AND MANHOLES	67
ES-18.	MANHOLES AND CATCH BASINS	68
ES-19.	TRENCH EXCAVATION AND BACKFILL	71
ES-20.	PIPE	78
ES-21.	GATE VALVES AND VALVE BOXES	86
ES-22.	FIRE HYDRANTS	87
ES-23.	STORM AND SANITARY CONNECTIONS	90
ES-24.	STREET / ALLEY CUT REPAIR	92
ES-25.	EROSION AND SEDIMENT CONTROL	92
ES-26.	STORMWATER RUNOFF CONTROL	92
ES-27.	IMPORTED TOPSOIL	92
ES-28.	SEEDING	92
ES-29.	TREE TRIMMING	93
ES-30.	INSPECTION	94
ES-31.	WORKMANSHIP AND CLEAN UP	94
ES-32.	MOBILIZATION	95
TECHNICAL SPECIFICATIONS		96
TS-1.	GENERAL	96
TS-2.	INSPECTION	96
TS-3.	ORDER OF WORK	96
TS-4.	LOCATION AND QUANTITY OF WORK	97
TS-5.	TRAFFIC CONTROL / R.O.W USE PERMITS	97
TS-6.	ENVIRONMENTAL PROTECTION	99
TS-7.	ASPHALT RUBBER CHIP SEAL	99

TS-8. PRECONSTRUCTION MEETING	99
SPECIAL PROVISIONS	100
SP-1. ASPHALT RUBBER CHIP SEAL (TYPE II).....	100
PART 1 GENERAL.....	100
PART 2 MATERIALS	100
PART 3 CONSTRUCTION REQUIREMENTS	107
PART 4 MEASUREMENT AND PAYMENT	116
SP-2. FOG SEAL.....	116
PART 1 GENERAL.....	116
PART 2 MATERIALS	116
PART 3 CONSTRUCTION REQUIREMENTS	117
PART 4 MEASUREMENT AND PAYMENT	119
APPENDIX I.....	120
WORK INVENTORY/SCOPE	121
ASPHALT RUBBER CHIP SEAL	121
LOCATIONS:	121
2026 Asphalt Rubber Ship Seal Locations Map.....	122
2026 Asphalt Rubber Ship Seal Locations Map.....	123

INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids to be submitted to the Community Development Building (Engineering Division) at 504 S. Washington Street, Moscow, Idaho 83843, and clearly marked **“Bid Enclosed – Asphalt Rubber Chip Seal - 2026”** until **2:00 p.m.**, prevailing local time, **Tuesday, May 5th, 2026**, for the following project:

ASPHALT RUBBER CHIP SEAL - 2026

At **2:15 p.m., on the same day**, all proposals will be publicly opened and read aloud in the Community Development Building, Main Floor Conference Room, at 504 S. Washington Street, Moscow, Idaho 83843.

The Pavement Preservation Asphalt Rubber Chip Seal project consists of applying a Rubber Chip Seal Coat (Type II) followed by a Fog Seal to multiple roads within the City of Moscow. The following six separate road segments totaling approximately 29,470 square yards (SY) of surface area are scheduled to receive asphalt rubber chip seal:

Road Locations	Area (SY)
Lynandra Dr. – N. Garfield to Blaine St.	1,627
Blaine St. – D St. to Dead End (North)	1,885
N. Garfield St. – F St. to First St.	7,591
Blaine St. – D St. to B St.	2,339
Blaine St. – Sixth St. to Troy Rd. (SH8)	13,123
Blaine St. – Third St. to Sixth St.	2,907
Total Area:	29,472

Complete digital Project Manual and Project Plans, may be viewed at questcdn.com via the link provided on The City of Moscow Website at: www.ci.moscow.id.us – click on “Business” / “Bid Opportunities” / “Asphalt Rubber Chip Seal – 2026”

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 **10157079**. 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.**

Questions should be directed to Britany Luft, City of Moscow Engineering Division, 504 South Washington Street, Moscow, Idaho, via email 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: April 18, 2026 & April 25, 2026

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 ASPHALT RUBBER CHIP SEAL - 2026, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Community Development Building, 504 S Washington Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that 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, Idaho to the extent of 5% of the amount bid if the undersigned shall fail or refuse to execute the contract, furnish performance and payment bonds, and insurance certificate as required by the specifications within the time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the City Engineer.

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

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

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for ASPHALT RUBBER CHIP SEAL - 2026 as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

ASPHALT RUBBER CHIP SEAL - 2026

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Asphalt Rubber Chip Seal Type II	29,472 SY	\$ _____	\$ _____
2.	Fog Seal	29,472 SY	\$ _____	\$ _____
			BID TOTAL	\$ _____

Firm Name of Bidder

Bidders Mailing Address

Signature of Bidder

Public Works License No.

Official Title

State of Incorporation, if Incorporated

SEAL (If Incorporated)

Dated at _____

This _____ day of _____, 2026

**CONSTRUCTION AGREEMENT
FOR ASPHALT RUBBER CHIP SEAL - 2026
BETWEEN CITY OF MOSCOW, IDAHO
AND COMPANY**

THIS CONSTRUCTION AGREEMENT FOR **ASPHALT RUBBER CHIP SEAL - 2026** BETWEEN CITY OF MOSCOW, IDAHO, AND COMPANY (hereinafter "Agreement"), dated this ____ day of _____, 2026, is made by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Company Name, Full Address (hereinafter "CONTRACTOR"):

W I T N E S S E T H:

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

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

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through eight (8) and the following:

1. Drawings, Specifications and Proposal for: ASPHALT RUBBER CHIP SEAL - 2026, City of Moscow Project No. 128-026, Attachment "A" consisting of # of pages pages;
2. Bid Proposal of CONTRACTOR, dated date, 2026, Attachment "B", consisting of # of pages pages;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addendum No. , if applicable, Attachment "C", consisting of # of pages pages; and
5. Change Orders, which may be delivered or issued after the effective date of this Agreement.

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

**ARTICLE 2.
WORK**

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

ASPHALT RUBBER CHIP SEAL - 2026

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

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

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

**ARTICLE 4.
CONTRACT SUM**

CITY shall pay CONTRACTOR for completion of the work for the Project in accordance with the Contract Documents in current funds in the amount of Dollar Amount (\$), as submitted by CONTRACTOR. In no event shall the Contract amount exceed CONTRACTOR’s bid amount of \$, 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 any purpose, including for purposes of tax, retirement system, and 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, disability or genetic information, age (40 and older), marital or familial status, sexual orientation, or gender 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
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. The terms of this Agreement shall be deemed severable. 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.
DRUG/TOBACCO FREE FACILITIES**

All CITY facilities are drug and tobacco free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of CITY facilities.

**ARTICLE 20.
HEADINGS, TITLES AND CAPTIONS**

Headings, captions, and titles of sections of this Agreement are for the convenience of reference only, and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement, and shall not affect the construction of any provision of this Agreement.

ARTICLE 21.

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, which has the same force and effect as a handwritten signature. If electronic signatures are utilized, the acknowledgement before a notary is not required.

I, Authorized Agent, certify under the 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. 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:

Company

CITY:

City of Moscow, Idaho

Authorized Agent

Hailey Lewis, 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 _____, 2026, before me, a Notary Public in and for said State, appeared _____ Authorized Agent, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for _____ Company .

Notary Public for the State of _____

Residing at _____

My commission expires _____

INSTRUCTION TO BIDDERS

IB-1. INTENT OF PLANS AND SPECIFICATIONS

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

IB-2. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION

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

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

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

IB-4. PREPARATION AND DELIVERY OF PROPOSAL

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

IB-5. PROPOSAL GUARANTY

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

IB-6. RETURN OF PROPOSAL GUARANTY

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

IB-7. QUALIFICATIONS OF BIDDER

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

IB-8. AWARD OF CONTRACT

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

IB-9. FAILURE TO EXECUTE CONTRACT

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

IB-10. NONDISCRIMINATION IN EMPLOYMENT

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. The Contractor will take action, if necessary, to ensure that applicants are employed, and treated during such employment, without regard to their race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

IB-11. WAGE RATES

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

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

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

IB-13. PERFORMANCE PERIOD

- A. This work shall start no earlier than June 8, 2026 and shall be substantially completed no later than August 21, 2026. The work shall be completed within Thirty (30) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

IB-14. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK

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

IB-15. ALTERNATES

- A. If an alternative bid schedule is included, the bidder must submit a bid for each item in the alternate bid schedule. Low bid will be based upon the combined total price of the alternate(s) that the owner elects to use plus the base bid. If the owner elects to use an

alternate(s), the amount of the contract will be the amount of the base bid modified in accordance with the amount of the alternate(s). An alternate may be additive to the scope of work described by the base bid items or may be substituted for the base bid item. Unit prices for alternate items will receive the same consideration for award as unit prices for base bid items.

IB-16. SUBCONTRACTORS TO BE LISTED ON BID

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

GENERAL CONDITIONS

GC-1. COMPLIANCE

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

GC-2. DEFINITIONS

Architect	The Project Architect, if such is designated by the Contract Documents.
Assistant Parks and Recreation Director	The City Parks & Facilities Manager of Moscow, Idaho, and/or engineers and inspectors acting under their orders; their authority being limited to the particular duties to which they are assigned
Attorney	The City Attorney of Moscow, Idaho.
City	The City of Moscow, Latah County, Idaho ("CITY"), a municipal corporation existing under and by virtue of the laws of the State of Idaho. Action herein designated as taken by the CITY is to be considered the acts of the Council acting through the Mayor and Clerk.
City Engineer	The City Engineer of Moscow, Idaho, resident engineers and inspectors acting under their orders; their authority being limited to the particular duties to which they are assigned.
Clerk	The duly appointed City Clerk of the City of Moscow, Idaho.
Contract Documents	These generally consist of the plans, specifications, agreement, performance bond, payment bond and proof of various types of insurance, including all modifications thereof incorporated in the documents before their execution. These are identified in the Contract.
Contractor	The person, persons, firm, partnership, corporation or other entity contracting to do the work under these specifications. The term also includes the Contractor's agents or employees.

Council	The duly elected Council of the City of Moscow, Idaho.
Engineer	The Project Engineer, if such is designated by the Contract Documents.
Subcontractor	The person, persons, firm, corporation or other entity performing work under contract with the "Contractor" but subject, in such performance, to all the requirements of the 'Contract Documents' insofar as they are pertinent.
Bid/Proposal	The written document which is required to be signed by the bidder and which contains the formal statement of price or prices to be paid by the City for the performance required.

GC-3. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS

- A. The plans for this improvement and the specifications accompanying them shall be considered as a whole, and anything shown or called for in one (1) and omitted in the other is as binding as if called for or shown by both. Figure dimensions shall be in all cases used in preference to scale dimensions. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words so applied having a well-known technical or trade meaning shall be held to refer to such recognized standards.
- B. The Engineer shall furnish to the Contractor the necessary plans and specifications required for the execution of the work at no additional cost. The Engineer shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work.
- C. The Contractor shall submit with such promptness as to cause no delay in their own work or in that of any other Contractor, copies of all shop drawings and schedules required for the work of various trades as required by the Engineer, and the Engineer shall pass upon them with reasonable promptness, making desired corrections relating to effects on design. The Contractor shall make any corrections required by the Engineer, file with them such corrected copies as the Engineer shall direct and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from drawings or specifications, unless they have in writing called the Engineer's attention to such deviation at the time of submission, nor shall it relieve them from responsibility for errors of any sort in shop drawings or schedules.
- D. The Contractor shall keep one (1) copy of all drawings and specifications on the work, in good order, available to the Engineer, CITY, and its representatives.

GC-4. ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS

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

GC-5. INVESTIGATION BY BIDDERS

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

GC-6. NON-DISCRIMINATION

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

GC-7. INTERPRETATION OF THE SPECIFICATIONS

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

GC-8. CONTRACTS

- A. Contract Form
 - 1. A copy of the construction agreement form is included in these documents.
- B. Execution of Agreement
 - 1. Within ten (10) days after receiving properly prepared Contract Documents from CITY, the successful bidder shall sign the Agreement. Work shall be started upon written notice to proceed from the Engineer.

C. Subcontracts

1. The Contractor agrees that they are as fully responsible to CITY for the acts and omissions of their subcontractors and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them, and that the Contractor shall hold CITY harmless for any activities of such subcontractors and shall indemnify and defend CITY from damages and claims of whatever nature relating or resulting to the activities of such subcontractors.
2. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor to the terms of the construction contract, the information to bidders, the general conditions, the plans, and the specifications as far as applicable to their work, including the following provisions of this article. Nothing in this section shall create any obligation on the part of CITY to pay to or to see to the payment of any sums to any subcontractor.
 - a. The Contractor shall bind every subcontractor to the following:
 - (1) To be bound to the Contractor by the terms of the Contract Documents, and to assume toward them all the obligations and responsibilities that they, by those documents, assumes toward the CITY. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and CITY.
 - (2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment. The Engineer shall, on request, furnish to any subcontractor, wherever practical, evidence of the amounts certified on their account.
 - (3) To make all claims for extras, for extension of time and for damages for delays or otherwise, to the Contractor in the manner provided in the general conditions for like claims by the Contractor upon the CITY, except that the time for making claims for extra cost is one (1) week from the date such claim arises.
 - b. The Contractor agrees:
 - (1) To be bound to the subcontractor by all the obligations that CITY assumes to the Contractor under the Contract Documents.
 - (2) To pay the subcontractor for conforming work, upon the payment of certificates, if issued under the terms of payments for the work, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.

- (3) To pay the subcontractor for conforming work, upon the payment of certificates, if issued otherwise than as in (2) so that at all times their total payments shall be as large in proportion to the value of the work done by them as the total amount certified to the Contractor is to the value of the work done by them.
- (4) To pay the subcontractor for conforming work to such extent as may be provided by the Contract Documents or the subcontract if either of these provides for earlier or larger payments than the above.
- (5) To pay the subcontractor for conforming work on demand on their work or materials as far as executed and fixed in place, less retained percentage, at the time the certificate should be issued, even though the Engineer fails to issue it for any cause not the fault of the subcontractor.
- (6) To make no demands for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
- (7) That no claim for services rendered or material furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
- (8) To give the subcontractor an opportunity to be present and to submit evidence in any hearing involving their rights.
- (9) To pay each subcontractor for satisfactory performance of its contract no later than twenty (20) calendar days from receipt of each payment the Contractor receives from CITY. The Contractor shall return retainage to each Subcontractor within twenty (20) calendar days after the Subcontractor's work is satisfactorily completed.
- (10) To certify with each estimate payment to subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by CITY, and returned within twenty (20) calendar days of receiving the estimate payment.

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

1. Fails to begin work within a reasonable time after the effective date of "Notice to Proceed," or
2. Fails to supply sufficient skilled workmen or suitable materials or equipment to complete the work within the time limits specified; or

3. Performs the work unsuitably or neglects or refuses to remove materials or to re-perform such work which is not in accordance with the plans and specifications; or
4. Discontinues the prosecution of the work for more than ten (10) days; or
5. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
6. Fails to make prompt payments to subcontractors or for labor, materials, or equipment; or
7. Disregards laws, ordinances, or the instruction of the Engineer; or
8. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
9. Makes an assignment for the benefit of creditors; or
10. Is guilty of a substantial violation of any provisions of the Agreement; in any such event(s), CITY, upon recommendation of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, give notice to the Contractor and their surety of such delay, neglect, or default. If the Contractor or their surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then CITY shall have full power and authority, without violating the Agreement, to take the prosecution of the work from the Contractor. CITY may appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable and may enter into an Agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as may be required for the completion of the contract in an acceptable manner.
11. Costs and charges incurred by CITY, together with the cost of completing the work under the Agreement, will be deducted from any moneys due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Agreement, then the Contractor and its surety shall be liable and shall pay to CITY the amount of such excess.

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

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

executed and any loss sustained upon any plant or materials and reasonable profit and damages.

F. Assignment:

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

GC-9. QUANTITIES FURNISHED BIDDERS

A. Unit Price Contract. The estimates of quantities are only approximate and are for the purpose of comparing bids. CITY reserves the right to increase or decrease individual items in such amount as may be in CITY'S sole judgment, to CITY'S best interests depending upon conditions encountered or observed during the Project. It shall be CONTRACTOR'S responsibility to satisfy itself as to the accuracy of the estimates. The Contractor will be paid for the actual quantities of work finally installed or performed at the applicable unit prices stated in their proposal.

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

five percent (125%) of the estimated quantity. If the parties are unable to agree on the effect of any such variation in the quantity of unit price work, either the CITY or CONTRACTOR may make a claim for an adjustment in the Contract Price and/or Contract Time in accordance with the General Conditions.

Items identified as contingency items will be paid at the unit price regardless of variation in quantity of that particular item of Unit Price Work performed by CONTRACTOR.

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

GC-10. MAJOR CHANGES

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

GC-11. EXTRA WORK

- A. CITY shall have the right to issue written change orders to Contractor within the general scope of the work without the consent of the Contractor and without notice to any surety of the Contractor. If for any reason extra work is ordered by CITY and the compensation for such extra work cannot be agreed upon in advance, such work will be paid for at the actual cost of the labor, materials, and field supervision required, with the addition of not to exceed a total of fifteen percent (15%) to cover general overhead and profit (including subcontractor's general overhead and profit), use of small tools, payment of insurance and medical aid, taxes, and all other costs in connection therewith. If a fixed sum or unit prices can be agreed upon for any extra work that may be ordered, such sum and prices, together with a description of the work, shall be made a part of the written order. Such orders will be prepared by the Engineer in triplicate, with one (1) copy to CITY, one (1) to the Contractor and one (1) retained by the Engineer.
- B. If during the progress of the work, the Contractor believes they are entitled to extra compensation for performing certain phases or items, any and all such claims must be promptly presented to CITY and the Engineer. Unless such claim is presented in writing within fifteen (15) days after it occurs, CITY may, at its discretion, reject the claim. CITY shall specifically reject claims of this nature that have been withheld by the Contractor for more than thirty (30) days.

GC-12. MONTHLY PAYMENTS

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

- C. CITY may, but is not obligated to, withhold any payments to the Contractor, in addition to retained percentage, in such an amount or amounts as may be necessary to cover:
1. Payments that may be earned or due for just claims or labor or materials furnished in and about the work;
 2. Defective and/or condemned and/or non-conforming work or materials not remedied;
 3. Failure of the Contractor to make proper payments to a subcontractor;
 4. Reasonable doubt that this contract can be completed for the balance then unpaid;
 5. Damages to another Contractor where there is evidence thereof;
 6. Payments that cover all taxes, excises and license fees due the State and its taxing entities whether or not these moneys are yet due and payable.
- D. CITY shall have the right, but not the obligation, to disperse and shall have the right to act as agent for the Contractor for the limited purpose of dispersing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. In the event CITY elects to disperse such funds, CITY shall render to the Contractor a proper accounting of all such funds dispersed on behalf of the Contractor. Nothing herein shall create in such party or parties entitled to payment a cause of action against CITY for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall accrue on behalf of the Contractor as a result of CITY's exercise of such right to disperse.

GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES

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

entitle the Contractor to an equivalent extension of time unless the period of such delay exceeds ninety (90) days. When such period is exceeded, CITY will, upon request by the Contractor in writing, either negotiate a termination of the Agreement or grant a further extension of time, whichever shall be agreed.

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

GC-14. ABANDONMENT OF WORK

- A. If the Contractor abandons the work for a period of twenty (21) days for any cause other than failure of CITY to make monthly payments, or refuses to comply with the provisions of the plans and specifications, CITY shall have the right to notify the Contractor's surety and require said surety to complete the work in accordance with the aforesaid plans and specifications. In the event no liens or claims have been filed and CITY fails to make

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

GC-15. AUTHORITY OF ENGINEER

- A. The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; questions which may arise as to the interpretation of the plans and specifications; and questions as to the satisfactory and acceptable fulfillment of the terms of the Agreement.
- B. The Engineer, including their employees and agents, shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. Inspections by the Engineer shall be promptly made. If any work should be covered up without approval or consent of the Engineer, it shall be uncovered, if required by the Engineer, for examination. The costs associated with the uncovering of such non-approved work shall be the responsibility of Contractor and shall not be charged to CITY.
- C. Reexamination of questioned work may be ordered by the Engineer and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the plans and specifications, CITY shall pay the cost of the reexamination and replacement. If such work is found not in accordance with the plans and specifications, the Contractor shall pay such costs.
- D. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or Agreement time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- E. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or sub-contractors at any approved tier, and not caused by weather, the Engineer will make an adjustment and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- F. In making the Agreement adjustment a markup for profit will only be allowed on changed or extra work caused by the delay or suspension. No profit will be allowed on any other delay or suspension costs including, but not limited to, standby costs or extended indirect costs. Payment for changed and extra work will be made in accordance with section GC-11.

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

GC-16. PERFORMANCE AND PAYMENT BONDS

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

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

- A. The Contractor shall not commence work until they have obtained all insurance required under this section or until they have satisfied CITY in this respect; nor shall they allow any subcontractor to commence work until such subcontractor has also obtained such required insurance applicable to such subcontractor's work. The Contractor shall maintain such required insurance coverage throughout the term of this Agreement as will hold CITY harmless and shall indemnify CITY for any losses arising out of the Contractor's operations, including any contingent liability arising there from. The cost of such insurance shall be borne by the Contractor. The Contractor shall furnish copies of all insurance policies and/or certificates of insurance to CITY at the time of execution of this Agreement. Each policy shall include a provision to the effect that it shall not be subject to cancellation,

or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to CITY and the Engineer not less than fifteen (15) days prior to such action. Contractor shall further cause CITY to be named as an additional insured on all applicable insurance policies.

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

GC-18. PATENT ROYALTIES AND PROCESS FEES

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

GC-19. CONTRACTOR RESPONSIBLE FOR WORK

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

1. Tests and Inspections

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

GC-20. USE OF COMPLETED PORTION

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

GC-21. SIGNATURES

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

who may, at their discretion, require each and every member of the co-partnership to sign the Agreement.

GC-22. ORDERS TO BEGIN WORK

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

GC-23. ORDER OF WORK

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

GC-24. EFFICIENCY OF OPERATION/LICENSING

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

GC-25. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall exercise particular care in protecting surrounding buildings, structures, trees, and property from injury during the demolition and construction operation, and shall be responsible for their protection and shall repair or compensate the CITY thereof for any damage which may result from such demolition and construction operations. The expense of such compensation or repair shall be borne by Contractor, and shall not be the responsibility of CITY.
- B. The Contractor shall exercise particular care in protecting trees, located on private or public property, from injury during the demolition and construction operations. If the Contractor's duties under this Agreement shall cause any damage, mutilation, or destruction whatsoever, of any tree, due to Contractor's need to remove, top, excavate, fill, or compact the roots of such tree, or by the placement or storage of any materials which are hazardous to trees, near such tree, the Contractor shall:

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

8. 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:

9. 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:

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

GC-33. SUBSTITUTES CLAUSE

- A. In order to establish a basis or quality, certain processes, types of machinery and equipment, kinds of material, may be specified on the plans or herein, by designating a manufacturer by name and referring to their brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials or a type and quality equal to those designated.
- B. The materials, products and equipment described in the bidding documents establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution.
- C. Approval of alternate and equal specified equipment and material will be only by addenda issued by the Engineer at least five (5) days prior to bid opening. Requests for approval of alternate equipment and materials manufacturers must come from the manufacturer or bidder at least ten (10) days prior to bid opening. All such requests must be accompanied

by drawings and specifications in sufficient detail to allow the Engineer to determine whether or not the equipment and materials proposed is equal to that specified. The determination as to whether or not the proposed substitute equals that specified, shall rest solely with the City, based upon the opinion of the Engineer. The burden of proof of the merit of the proposed substitute shall be upon the proposer.

- D. No extra compensation will be allowed the Contractor for any changes required to adopt the substitute equipment; therefore, the Contractor's proposal, including the approved alternate, shall include all costs for any modifications to the plans such as structural and foundation changes, additional piping or changes in piping, electrical changes, or any other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment.

GC-34. DETAILED BREAKDOWN OF CONTRACT PRICE

- A. The Contractor shall, within ten (10) days after receipt of this notice to proceed, submit a complete breakdown of all lump sum bid items showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon acceptance of the breakdown of the contract price by the Engineer, it shall be used as the basis for all requests for payment.

GC-35. CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Certain utilities and structures which are expected to be adjacent to or encountered in the work are shown on the plans. It is known that there are discrepancies and omissions in the locations and quantities of existing utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the City or the Engineer for their accuracy or completeness.
- B. It is the Contractor's responsibility to notify "CALL BEFORE YOU DIG" at nationwide #811 prior to excavating and to comply with Idaho Code Section 55-2207 and all other applicable laws and regulations regarding the protection of underground utilities.
- C. At points where the Contractor's operations could cause damage which might result in considerable expense, loss, and inconvenience when their operations are adjacent to or near a railway, telephone, television, power, oil, gas, water, sewer, irrigation, or other private or municipal systems, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.
- D. The Contractor shall notify all utility offices which are affected by the construction operation at least forty-eight (48) hours in advance of such construction. Under no circumstances shall the Contractor expose any utility without first requesting permission from and being granted to do so from the affected agency. Once permission has been granted, Contractor shall locate, if necessary, and expose all existing underground utilities in advance of any trenching operation. Hand digging shall be required within twenty-four (24) inches of a marked utility.
- E. The Contractor shall protect all other poles from damage. If interfering power poles, telephone poles, guy wires, or anchors are encountered, Contractor shall notify the Engineer and the affected utility company at least forty eight (48) hours in advance of

construction operations to permit the necessary arrangements to be made with the affected utility company for protection or relocation of the interfering structure.

- F. The Contractor shall be solely and directly responsible to the CITY and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims, of any character brought because of any injuries or damage which may result from the carrying out of the work to be done under the Agreement. Contractor shall hold harmless, indemnify and defend CITY from any such claims.
- G. In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. After such notification, the Contractor shall cooperate with said authority in restoration of service as promptly as possible and the Contractor shall bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist beyond working hours unless prior approval is received from the Engineer.
- H. In the event the Contractor encounters utility lines that interfere with trenching, the Contractor may, by obtaining prior written approval of the appropriate utility company, cut the service, dig through and restore the service with similar and equal materials at the Contractor's expense.

GC-36. STREET CLEANUP DURING CONSTRUCTION

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

GC-37. CLEANUP

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

GC-38. PROOF OF TAX PAYMENT

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

GC-39. HOLD HARMLESS REQUIREMENT

- A. In addition to other rights granted CITY by the Contract Documents, the Contractor shall indemnify and save harmless CITY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their

subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

GC-40. JURISDICTION AND DISPUTE RESOLUTION

- A. Either CITY, or Contractor, may request mediation of any Claim submitted to Engineer for a decision before such decision becomes final and binding. A mediator with a background in construction litigation shall be selected by mutual agreement. In the event the parties cannot mutually agree upon a mediator, the Trial Court Administrator for the Second Judicial District shall submit a list of three (3) mediators to the parties. Each party will be allowed to strike one (1) of the listed mediators, Contractor proceeding first and CITY second. The remaining person shall then be the mediator. Costs of the mediation shall be borne equally by the parties.
- B. CITY and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request.
- C. If the Claim is not resolved by mediation, Engineer's action or denial shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, CITY or Contractor:
 - 11. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 12. 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.

- C. Those required by the Idaho Code or other State Law.
- D. Those required by the Code of Federal Regulations or other Federal Law.

GC-42. ENVIRONMENTAL MATTERS

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

GC-43. NO THIRD PARTY BENEFICIARIES

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

GC-44. COMPLIANCE WITH GRANT CONDITIONS

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

ENGINEERING SPECIFICATIONS

ES-1. SCOPE OF WORK

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

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

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

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

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

2.1 Traffic Control

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

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

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

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

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

2.2 Right of Way Use Permits

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

2.3 Payment: Traffic Control

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

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

ES-3. MATERIALS

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

ES-4. REMOVALS AND DISPOSALS

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

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

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

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

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

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

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

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

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

ES-5. EARTHWORK

5.1 Excavation

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

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

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

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

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

5.2 Structural Fill

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

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

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

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

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

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

Embankment shall be placed in successive horizontal layers not exceeding eight (8) inches in loose thickness. All embankments shall be compacted to at least ninety-five (95) percent of the maximum density in accordance with AASHTO T-180. At all locations that are inaccessible to a roller, the embankment shall be brought up in horizontal layers and compacted thoroughly with mechanical tampers. The horizontal layers shall not exceed eight (8) inches in loose thickness. The compacting equipment may be of any type provided they are capable of compacting each lift of the material to the specified density.

5.3 Payment

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

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

ES-6. SUBGRADE SEPARATION GEOTEXTILES

6.1 Materials

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

6.2 Construction Requirements

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

6.3 Payment

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

ES-7. CRUSHED ROCK BASE

7.1 Description

This work shall consist of furnishing and placing one or more courses of aggregate on a prepared surface in accordance with these Specifications and in reasonably close conformity with the lines, grades, thicknesses and typical sections shown on the Plans and/or established by the Engineer.

The Contractor shall make their own arrangements for obtaining crushed rock base material and shall designate the source of same in ample time to permit sampling and testing by the Engineer.

7.2 Aggregate

A. 3/4" (-) Aggregate shall conform to the following gradation:

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

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

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

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

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

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

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

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

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

11.4 Water

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

11.5 Curing Compound

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

11.6 Air Entraining Admixture

Air entraining admixture shall conform to AASHTO M-154.

ES-12. CONCRETE CONSTRUCTION REQUIREMENTS

12.1 Mixing and Delivery

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

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

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

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

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

12.2 Re-tempering

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

12.3 Placing Concrete

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

12.4 Cold Weather Concreting

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

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

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

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

12.5 Placing in Hot Weather

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

12.6 Finishing Concrete

If, in the judgment of the Engineer, rock pockets are of such extent or character as to materially affect the strength of the structure or to endanger the life of the steel reinforcement, they may declare the concrete defective and require the removal and replacement of that portion of the structure affected. All holes and depressions shall be cleaned, thoroughly wetted, and filled with cement mortar composed of one part of cement to two parts of sand. All fins caused by form joints and other projections shall be removed above ground line. The resulting surfaces shall be

reasonably smooth and uniform in texture and color. After the concrete is placed, it shall be struck off with a template or a vibrating screen. Concrete shall be finished to an even surface by means of both longitudinal and transverse floats. The use of power trowels will not be permitted.

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

12.7 Curing Concrete

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

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

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

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

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

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

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

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

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

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

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

ES-13. CONCRETE CURB

13.1 General

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

13.2 Forms

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

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

13.3 Joints

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

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

13.4 Construction Requirements

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

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

13.5 Finishing

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

13.6 Curing

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

13.7 Backfilling

All curb shall be backfilled as described herein. If sidewalk or concrete pavers are to be constructed behind the curb, all backfill material shall be 3/4" minus crushed aggregate. If the area behind the curb is to be lawn or planted area, the top 16 inches shall be topsoil. All denuded areas shall be fertilized, re-sown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.

13.8 Payment

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

ES-14. CONCRETE SIDEWALK

14.1 General

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

14.2 Gravel Base

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

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

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

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

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

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

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

14.3 Construction requirements

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

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

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

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

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

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

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

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

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

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

14.4 Payment

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

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

ES-15. SUPERPAVE HOT MIX ASPHALT

15.1 Hot Mix Asphalt

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

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

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

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

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

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

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

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

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

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

15.2 Rolling and Compaction

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

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

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

15.3 Tack Coat

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

15.4 Payment

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

Weight slips in duplicate form shall accompany each load of superpave hot mix asphalt pavement to the construction site. Upon delivery of the material, one copy of the weight slip will be given to the Engineer, or his representative, and one copy will remain with the truck driver before the material is unloaded. Under no conditions will any weight slips be accepted by the Engineer, or

his representative, after the material is unloaded from the vehicle. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive on the job site in order to assure the presence of the Engineer, or his representative, at the job site during delivery of the material. The weight slips will be the only basis of determination of pay quantity for this item.

ES-16. CEMENT CONCRETE PAVEMENT

16.1 General

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

16.2 Aggregates

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

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

Fine aggregate with more than the maximum percentage passing any sieve may be accepted provided the mix proportions are adjusted to produce concrete having the same net water-cement ratio, slump and workability. Any resulting increase in the cement content shall be at the expense of the Contractor. Under no circumstances shall the fine aggregate, which has a grading finer than that permitted under Section 703, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction, and amendments thereto, be used in paving concrete.

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

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

Coarse aggregate containing more than the maximum percentage passing any screen may be accepted provided the mix proportions are adjusted to produce concrete having the same

net water-cement ratio, slump and workability. Any resulting increase in the cement content shall be at the expense of the Contractor.

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

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

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

16.3 Curing and Protection

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

16.4 Joint Fillers and Sealants

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

16.5 Air-Entrained Concrete

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

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

AIR CONTENT OF FRESHLY MIXED CONCRETE

Maximum Size of Coarse Aggregate (Inches)	Air Content (Percent by Volume)
--	------------------------------------

1-1/2, 2, and 3	5 ± 1
3/4 and 1	6 ± 1
3/8 and 1/2	7-1/2 ± 1

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

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

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

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

Other Admixtures: Calcium chloride or any other admixture for any purpose other than air-entrainment may be added only upon the approval of the Engineer and under his supervision.

16.6 Reinforcing Steel

Reinforcing steel shall consist of round or square deformed bars or wire mesh. Square twisted bars shall not be used.

- A. Deformed steel bars for concrete reinforcement sizes No. 3 through 11 shall conform to the requirements of ASTM A-615M, Billet Steel Bars for Concrete Reinforcement, Grade 60, except as noted on the plans and except that the bars shall be made only by the open-hearth process or the electric furnace process.

The form of the deformed bars shall conform to ASTM A-706M, Minimum Requirements for Deformations of Deformed Steel Bars for Concrete Reinforcement.

Deformed bars size No. 14 and size No. 18 for concrete reinforcement shall conform to the requirements of ASTM A-615M, Special Large Size Deformed Billet Steel Bars for Concrete Reinforcement Intermediate Grade.

- B. Wire mesh for concrete reinforcement shall conform to the requirements of the standard specifications of AASHTO M-55, Welded Steel Wire Fabric for Concrete Reinforcement. All wire mesh shall be of an approved kind and quality of manufacture.

- C. Tie bars shall be free from rust, loose mill scale, dirt, grease or other defects affecting the strength or bond with the concrete.

16.7 Measurement of Materials

The fine aggregate and each size of coarse aggregate shall be measured by weighing. Corrections shall be made for variations in weight of material due to moisture content and specific gravity. The quantities of aggregates used in each batch shall be such that the cement can be measured in full sacks unless it is weighted in bulk.

Fine and coarse aggregate shall be proportioned by weight, except that if the project is small, then volumetric proportioning may be used with permission of the Engineer. In proportioning, the unit of measure for cement will be by the sack, ninety-four (94) pounds.

Weights of fine and coarse aggregate are based on a bulk specific gravity, saturated surface dry, of 2.67. When volume measurements are used, one cubic foot of sand shall be taken as equivalent to 100 pounds of sand and one cubic foot of gravel shall be taken as equivalent to 105 pounds of gravel. Corrections must be made for contained moisture in the aggregates and variations in specific gravity.

Concrete mixes shall be proportioned to the satisfaction of the Engineer. The proportion of aggregate may be altered to give better workability only upon written approval of the Engineer.

16.8 Re-tempering

Concrete shall be mixed only in such quantities as are required for immediate use and shall be used while fresh before initial set has taken place. Any concrete having initial set before placing and finishing shall be wasted and not used for the work. No re-tempering of concrete (remixing with water or other materials) will be allowed.

16.9 Construction of Portland Cement Concrete Pavement

Construction of Portland cement concrete pavement shall conform to the requirements of Section 705, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer. Concrete pavement batches shall meet the requirements of Section 703, of these Standard Specifications.

Concrete batch proportions shall be approved by the Engineer and any subsequent changes to the approved batch must be made in writing by the Engineer.

16.10 Payment

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

Batch slips in triplicate form shall accompany each load of concrete for pavement delivered to the construction site. Upon delivery of the material, one copy of the batch slips will be given to the Engineer, or his representative, and one to the Contractor. Delivery of concrete shall mean discharged from the mixer truck and all water added to the mix shall be added to the batch slip. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive at the job site in order to assure the presence of the Engineer, or his representative, at the job site during material delivery. The batch slips may be used for the determination of cross section conformity.

1. All catch basins shall be separated from the pavement and curb by boxing out around basin. Expansion joint material shall extend completely through curb and slab. Manhole castings within the pavement limits shall be boxed in like manner except when telescoping type castings are used.
2. When a joint falls within 5 feet of, or contacts, basins, manholes or other structures, shorten one or more panels either side of opening to permit joint to fall on round structures and at or between corners of rectangular structures.
3. All transverse joints must extend through curbs and must be continuous across pavement, except tied transverse construction joints. Expansion joints will not be required except at structures or as shown on the plans.
4. Transverse sawed joints to be a + 15' o.c. as shown on drawings. Joints at 60' to be sawed the same day as placement. Intermittent joints at 15' to be sawed next day after placement. Longitudinal joints shall be sawed prior to permitting traffic on the pavement.

ES-17. ADJUSTMENT OF GATE VALVE BOXES, MONUMENTS, CATCH BASINS, CATCH INLETS, AND MANHOLES

Gate valve boxes, catch basins, catch inlets, monument casings, and manholes shall be adjusted to the grade, as established by the Engineer. Valve boxes, casings, rings and covers shall be reset in a careful and workmanlike manner to conform to the new grade. Special care shall be exercised in all operations in order not to ~~damage~~ the structures, equipment or water mains. Any damage occurring to the manholes, catch basins, gate valves, monuments, water meters or water mains, due to the contractor's operation, shall be repaired at the contractor's expense. Any masonry adjustment shall be made by using pre-cast risers, ~~bricks, concrete blocks, poured concrete~~, HDPE Cretex Pro-Ring or City approved equal.

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

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

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

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

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

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

ES-18. MANHOLES AND CATCH BASINS

18.1 General

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

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

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

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

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

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

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

18.3 Rings and Lids

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

18.4 Sanitary Sewer Manholes

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

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

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

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

- C. Water tightness

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

2. Hydrostatic Testing.

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

18.5 Storm Sewer Manholes

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

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

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

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

18.6 Catch Basins and Catch Inlets

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

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

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

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

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

18.7 Risers

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

ES-19. TRENCH EXCAVATION AND BACKFILL

19.1 Scope

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

19.2 Type of Backfill

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

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

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

19.3 Excavation and Backfill for Fire Hydrants

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

19.4 Trench Excavation

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

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

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

19.5 Materials

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

19.6 Workmanship

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

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

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

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

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

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

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

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

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

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

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

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

- K. Foundation Stabilization. When, in the opinion of the Engineer, the existing material in the bottom of the trench is unsuitable for supporting the pipe, excavate below the flow line of the pipe, as directed by the Engineer, and backfill the trench to the subgrade of pipe base with approved material. Place the material over the full width of the trench in compacted layers, not exceeding 6 inches deep, to the established grade.
- L. Backfill in Pipe Zone. Pipe zone backfill is included in the Specification for the pipe.
- M. Trench Backfill Above Pipe Zone. Do not push the backfill material into the trench in such a way as to permit free fall of the material into the open trench, until at least 2 feet of cover is provided over the pipe. Under no circumstances allow sharp, heavy pieces of material to drop directly onto the pipe or the tamped material around the pipe. Do not use backfill material of consolidated masses larger than 1 cubic foot.
- N. Classes of Backfill.
Trench backfill shall comply with the City's Standard Construction Drawings and as follows:
 - 1. Class A Backfill
Backfill the trench, above the pipe zone, with approved excavated trench material to within 10 inches of final surface grade. Compact the entire trench depth in suitable lifts with a vibratory compactor, pneumatic or gasoline powered tampers,

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

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

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

2. Class B Backfill

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

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

3. Class C Backfill

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

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

4. Class D Backfill

Backfill the entire trench, above the pipe zone, with granular backfill material. Compact the entire trench depth to 95% maximum of AASHTO T-180. All granular backfill will be in 6 inch lifts with mechanical, vibrating or impact tampers. Determine the method and type of equipment and amount of compaction required to prevent subsequent settlement.

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

5. Class E Backfill

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

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

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

6. Class F Backfill

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

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

7. Subsurface Drain Backfill

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

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

Sieve Size	Percent Passing
3"	100

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

* All percentages are by weight.

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

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

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

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

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

No additional payment will be made for the maintenance of the trench backfill prior to completion of the work outlined above, and the trench backfill maintenance 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

TECHNICAL SPECIFICATIONS

TS-1. GENERAL

The work under this project consists of the placement of an asphalt rubber chip seal, on the street surface, at the designated areas stated in the Bid Schedule. All work shall be in accordance with the specifications established for this project, including any referenced specifications.

All labor, materials, equipment and incidentals necessary for completion of the work as herein described in these specifications shall be furnished by the Contractor.

The scope and location of work for this project is more specifically set forth in the WORK INVENTORY/SCOPE summary shown in Appendices I.

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.

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 appearing condition.

Any property, public or private, damaged by the Contractor shall be repaired to its original condition or better at the expense of the Contractor.

Payment for all work described in these Specifications shall be per the unit prices given in the Contractor's proposal/bid schedule. Unit prices and payment shall include all labor, materials, equipment, bonds, warranties, taxes, insurances, mobilization, cleanup, traffic control, permits, tests, shop drawings, submittal, freight, and all other incidental costs necessary to construct the improvements described in the Specifications and Contract Documents.

TS-2. INSPECTION

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

Request for inspection may be verbal, but shall be given in sufficient time to allow the Engineer, or their representative, to arrange to be present as required. Failure to notify the Engineer, or their 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.

TS-3. ORDER OF WORK

The specific details of the order of work will be worked out in conjunction with, and under the supervision of the City Engineer. The Contractor shall coordinate all work within city streets at least twenty-four (24) hours in advance with the City Street Supervisor, Ryan Debaun at 208-883-7108 (Office) or 208-301-8999 (Cell). Failure to provide advance notification shall void any claims for delay of Contractor's work by City forces.

TS-4. LOCATION AND QUANTITY OF WORK

Scope and location of work is as set forth in the summary located in Appendices I. The Contractor/Bidder shall visit the site prior to bidding to verify/establish scope/extent of work.

TS-5. 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.

TS-6. ENVIRONMENTAL PROTECTION

The contractor shall comply with all Federal, State, and local laws and regulations pertaining to protection of the environment. Best management practices shall be followed to prevent pollution of surface and groundwater, soil, and the atmosphere with any contaminate including hazardous or toxic materials. Any release of these materials into the environment will require immediate corrective action by the Contractor in accordance with applicable State and Federal regulations.

The Contractor shall conduct and schedule their operations and abide by the conditions of any State or Federal permit to avoid or minimize impacts on streams, lakes, wetlands, reservoirs, aquifers, and associated fish and wildlife habitat. The contractor shall not use for any purpose public storm sewer, sanitary sewer, recreation areas, regulatory floodways, wetlands, or critical habitat without written approval of the regulatory agency.

TS-7. ASPHALT RUBBER CHIP SEAL

The asphalt rubber chip seal shall be applied in accordance with the below referenced Special Provisions (SP-1). Payment for all work under this item shall be in accordance with the unit price, per square yard, given in the Contractor's proposal.

The quantities shown in the proposal are approximations only and are for the purpose of comparing bids. The City reserves the right to increase or decrease, within twenty five percent (25%) of the stated quantities, any of the quantities shown and the Contractor will be paid for the actual quantities of work finally installed or performed at the applicable unit prices stated in their proposal. See General Condition GC-9 QUANTITIES FURNISHED BIDDERS for additional information.

TS-8. PRECONSTRUCTION MEETING

Prior to the commencement of any work, contractor shall coordinate a Preconstruction Meeting with pertinent contractor and City staff. Preconstruction Meeting shall at a minimum address the following project factors:

- Construction process
- Quality control plan, required to be submitted
- Mix design, required to be submitted
- Materials control
- Materials measurement
- Equipment calibration, required to be submitted
- Traffic control plan
- Equipment/process overview
- Inspection
- Test strip
- Unique project conditions
- Project documentation
- Expectation

SPECIAL PROVISIONS

SP-1. ASPHALT RUBBER CHIP SEAL (TYPE II)

PART 1 GENERAL

1.1 DESCRIPTION

This item shall consist of applying an Asphalt Rubber (AR) Chip Seal Type II treatment to City roads as shown on the Plans. The limits of AR Chip Seal for each road will be marked in the field by the Engineer.

The AR chip seal shall be composed of a single application of AR, using PG 64-28 asphalt binder field blended with Crumb Rubber Modifier (CRM) and covered with a heated, pre-coated aggregate meeting the requirements of section 2.6 Aggregate.

1.2 SUBMITTALS

The Contractor shall submit workforce qualification documentation. This documentation shall include, but not be limited to the following:

1. A list of at least 5 separate asphalt rubber chip seal projects consisting of a minimum of two lane miles in length performed by the Contractor's on-site Superintendent or Foreman in the past 10 years. For each project listed, the Contractor shall provide a brief description, the owner's name, and a contact person's name with current phone number.
2. A list of the similar experience for the equipment operators. The experience summary for each operator shall include the name and location of the project, and a brief description of the project and equipment operated.

Within 7 calendar days after the award date, the successful bidder shall submit the documentation of personnel experience for approval prior to Contract Execution.

PART 2 MATERIALS

2.1 ASPHALT RUBBER (AR) BINDER

AR binder shall consist of a mixture of Performance Grade 64-28 asphalt binder, asphalt modifiers, and crumb rubber modifier (CRM).

Prior to start of construction the Contractor shall supply to the Engineer, for approval, an AR binder formulation design that includes analysis of specified tests, samples of all of the component materials and samples of the prepared AR binder. The Contractor shall be

responsible for producing appropriately effective AR formulations regardless of the suggested guidelines supplied here and other parts within these documents. Due to variable weather and pavement conditions, field adjustments are required of the Contractor. Any deviation from the submitted mix designs and materials require Engineer approval prior to use.

2.2 CRUMB RUBBER MODIFIER (CRM)

CRM shall have been processed at ambient temperature providing irregularly shaped, torn crumb particles. CRM shall not contain more than 0.01 percent wire (by weight of CRM) and shall be free of all other contaminants, except for fabric. Fabric shall not exceed 0.05 percent by weight of CRM.

The CRM shall be sufficiently dry so as to be free flowing and not produce foaming when combined with the blended paving asphalt and asphalt modifier mixture. Calcium carbonate or talc may be added at a maximum of 3 percent by weight of CRM to prevent CRM particles from sticking together. The CRM shall have a specific gravity between 1.1 and 1.2 as determined by ASTM D 297.

When used, SBS (styrene-butadiene-styrene) polymer shall be a linear or radial type of polymer with a molecular weight sufficient enough to meet the end result physical binder requirements.

CRM shall consist of a combination of scrap/reclaimed tire CRM and high natural CRM and shall conform to the chemical analysis found in ASTM D297 in the following table:

	Scrap Tire CRM		High Natural CRM	
Test Parameter	Percent		Percent	
	Minimum	Maximum	Minimum	Maximum
Acetone Extract	6.0	16.0	4.0	16.0
Rubber Hydrocarbon	42.0	65.0	50.0	-
Natural Rubber Content	22.0	39.0	40.0	48.0
Carbon Black Content	28.0	38.0	-	-
Ash Content	-	8.0	-	-

The scrap tire CRM described above shall be mixed at the job site with the high natural CRM.

CRM Gradations

A Rotap (or equivalent) test shaker shall be used for the sieve analysis. The gradation of the CRM when tested in accordance with ASTM C-136 (dry sieve only) and using a 100-gram sample, shall meet the requirements in the following table:

	CRM Scrap Tire	High Natural CRM
Sieve Size	Percent Passing	Percent Passing
No. 8	100	100
No. 10	95 – 100	100
No. 16	45 – 75	95 – 100
No. 30	2 – 20	35 – 85
No. 50	0 – 6	10 – 30
No. 100	0 – 2	0 – 4
No. 200	0	0 - 1

* No particles shall exceed a length of 3/16 inch (5mm) as measured on any axis.

2.3 ASPHALT MODIFIERS

The paving asphalt for use in AR shall be modified with an asphalt modifier (extender oil). The asphalt modifier will be a resinous, high flash point, aromatic hydrocarbon compound, conforming to the following guidelines:

Test Parameter	ASTM Designation	Requirement
Viscosity, cSt. (m^2/s ($\times 10^{-6}$)) at 100 °C	D445	$x \pm 3^*$
Flash Point, CL. O. C. °F	D92	405 min.
Molecular Analysis		
Asphaltenes, Percent by Weight	D2007	0.1 max.
Aromatics, Percent by Weight	D2007	55 min.

* The symbol “x” is the viscosity of the asphalt modifier the contractor proposes to furnish. The value “x” shall be between the limits 19 and 36. Any proposed change in this value shall require a new asphalt-rubber design.

2.4 MATERIAL FORMULATION REQUIREMENTS FOR ASPHALT RUBBER BINDER

The paving asphalt, asphalt modifier and CRM shall be proportioned, combined and blended into a homogenous mixture using special tanks or specialized binder distributors, capable of heating the base asphalt cement, mixing and holding the CRM in suspension to avoid separation. When the crumb rubber is introduced into the asphalt cement, physical-chemical reactions occur that alter the properties of the base asphalt and causes the CRM to swell thereby increasing viscosity.

The blending unit and production site shall be accessible and designed such that the Engineer can readily determine percentages by weight for each material being utilized.

Asphalt modifier shall be added at an amount of 2.5 to 6.0 percent by weight of the paving asphalt based on the recommendation of the AR binder supplier. The paving asphalt temperature shall remain between 375°F and 450°F during the asphalt modifier addition. If the asphalt modifier is combined with the paving asphalt before being blended with the

CRM, the combined paving asphalt and asphalt modifier shall be mixed by circulation for a period of not less than 20 minutes. This premixing of asphalt modifier and the paving asphalt will not be required when all ingredients of the AR binder are proportioned and mixed simultaneously.

The proportions of the Type 2 AR binder (by total weight) shall be 80%, $\pm$ 2% combined paving asphalt/asphalt modifier and 20%, $\pm$ 2% CRM blend. The exact CRM content by Type 2 shall be determined by the binder design submitted by the Asphalt Rubber supplier. During the Asphalt Rubber binder manufacturing, the CRM percentage shall not fluctuate by more than one (1) percent by weight of total Asphalt Rubber mixture, as determined by the original laboratory binder design.

The combined materials shall be reacted for a minimum of 60 minutes after incorporation of all the CRM at a temperature of not less than 375° F or more than 415° F. The temperature shall not be higher than 10° F below the actual flash point of the AR binder. The reacted AR binder shall be maintained at a temperature of not less than 375° F or more than 415° F.

Contractor shall note that any AR Binder containing SBS polymers shall not be heated above 400° F as this will cause the polymers to breakdown.

2.5 HOT AR BINDER (ASPHALT, MODIFIER AND CRM)

If any of the material in a batch of hot AR binder is not used within four hours after the 60-minute reaction period, heating of the material shall be discontinued. Any time the AR binder cools below 375° F, it shall be uniformly reheated above the application temperature as specified in Section 3.5 Application of Asphalt Rubber and Aggregates.

If at any time the binder blend cools below 350° F, the binder shall be reheated to the application temperature and be considered one reheat cycle. The total number of reheat cycles allowed for the binder blend to be used shall not exceed two.

Additional scrap tire CRM may be added to the reheated binder and reacted for a minimum of 45 minutes. The cumulative amount of additional scrap tire CRM shall not exceed 10 percent of the total binder weight. Reheated AR binder shall conform to the requirements for blended AR binder.

2.6 AGGREGATE

Testing for Cleanness Value (CV), gradation, and fracture shall be performed at a minimum rate of one for every 5,000 tons of aggregate used. The contractor or supplier is encouraged to test more frequently as needed for quality control. The Contractor shall provide the Engineer a schedule of crushing operations so samples may be taken at appropriate intervals.

Crushed aggregate shall be clean uniform in quality, and free from wood, bark, roots, and other deleterious materials.

As determined by Oregon DOT TM 227, the aggregate shall have a minimum Cleanness Value (CV) of 80.

Aggregate shall be manufactured from ledge rock, talus, or gravel, which meets the following test requirements:

Los Angeles Wear, 500 Rev.	35% max.
Degradation Factor	30 min.

Aggregate shall be uniformed sized and open-graded conforming to either of the following requirements unless otherwise approved by the Engineer:

Crushed Screening Sieve Size	Percent Passing 1/2"	Percent Passing 3/8"
5/8"	99-100	
1/2"	90-100	99-100
3/8"	60-85	70-90
No. 4	0-3	0-5
No. 200	0-1.5	0-1.5
Percent Fracture by weight, min.	90% one-face, min.	90% one-face, min.

Aggregate for AR chip seal shall be preheated to a temperature between 260° F and 325° F.

Aggregate shall be uniformly coated at a rate of 0.5 to 1 percent with any PG paving asphalt by weight of dry aggregate at a central mixing plant. The aggregates shall be covered and have a "salt and pepper" appearance. Approval will be determined upon visual inspection of the first load and thereafter as deemed necessary by the Engineer.

Stockpiling of aggregate after preheating and pre-coating with paving asphalt will not be permitted.

2.7 DOCUMENTATION, CERTIFICATION, APPROVAL PROCESS AND TESTING

The vendor shall make available a Products Specification sheet representing any asphalt used in this project.

Two one-quart samples of the asphalt rubber as delivered to the project, will be taken from the spray bar of the distributor truck at mid-load. The containers for the rubber asphalt shall be metal.

1. Viscosity Testing

The asphalt rubber binder for Type II AR binder shall be formulated such that the viscosity at 375° F shall remain above the minimum 1,500 cPs value and within a relatively low viscosity range, such as 2,000 to 3,000 cPs, throughout the asphalt rubber binder, CRM and asphalt modifier interaction.

The contractor shall provide the Haake Viscometer, or equivalent, at the production site during the combining of asphalt-rubber binder materials. The contractor shall take viscosity readings of asphalt-rubber binder from samples taken from the distributor truck a minimum of 45 minutes after incorporation of the CRM. The contractor shall log these results, including time and asphalt-rubber temperature and submit a copy to the Project Manager, the morning of the next shift on a daily basis.

2. Mix Design Submittals

A minimum of 14 calendar days prior to beginning any asphalt rubber chip seal activity, the Contractor shall submit a signed original of an asphalt rubber binder design profile for the Type II mix, certificates of compliance for all binder constituents, and a mix design for approval by the Engineer. The mix design shall be developed using the specific materials for this project to assure compatibility of the asphalt rubber binder with the processed aggregate. Once the materials are approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design.

A Certificate of Compliance (COC) will be required for every binder constituent. The COC's shall include test results that show conformance of all of these materials to the specifications including composition of the scrap tire and high natural CRM materials and asphalt modifier (extender oil). COC's for each of the component materials delivered to the site of the asphalt rubber blending operation shall be provided to the Engineer.

The testing laboratory will be approved by the Engineer. Laboratories shall have the capability to perform the required tests and demonstrate satisfactory experience performing asphalt rubber binder and chip seal designs.

As a minimum, the mix design report shall include the following information:

A. Aggregates

- i. Results of quality tests (Los Angeles Wear, Cleanness, Crushed Faces etc.).
- ii. Gradation

B. Asphalt Rubber Binder Formulation – Type II

- i. Paving Asphalt and Modifiers - Percent of Total Binder
 - a. Percent Asphalt of Paving Asphalt

- b. Percent Extender Oil of Paving Asphalt
 - ii. Crumb Rubber Modifier (CRM) - Percent of Total Binder
 - a. Percent Scrap tire rubber of total rubber
 - b. Percent Natural rubber of total rubber based on:
 - i. Specification
 - ii. Chemical analysis of natural rubber
 - iii. SBS polymer – Percent of Total Binder
 - a. Percent Asphalt of Paving Asphalt

C. Crumb Rubber Modifier – Type II

- i. Chemical analysis of natural rubber
- ii. Chemical analysis of scrap tire rubber
- iii. Fiber content for both types
- iv. Gradations of tire rubber
- v. Gradations of natural rubber

D. Certification of Compliance (COC) – Type II

A Certificate of Compliance will be required for every binder constituent, as well as, for the finished asphalt rubber binder. The COCs shall include test results that show conformance of all of these materials to the specifications including composition of the scrap tire and high natural CRM materials and asphalt modifier (extender oil).

In summary:

- i. Paving Asphalt including source and grade
- ii. Extender Oil including source and type
- iii. Asphalt Additives including source and type
- iv. Scrap Tire Rubber including source and type
- v. Natural Rubber including source and type
- vi. SBS Polymer including source and type

E. Asphalt Rubber Binder 24-Hour Design Profile & Test Results – Type II and Type IV

- 1. Penetration
- 2. Resilience
- 3. Softening Point
- 4. Viscosity

PART 3 CONSTRUCTION REQUIREMENTS

3.1 EQUIPMENT

General

All equipment and associated tools used in the placement of chip seals shall be maintained in satisfactory working condition at all times. Descriptive information on the asphalt rubber mixing and both distributor and aggregate spreading equipment to be used shall be submitted by the Contractor to the Engineer prior to starting the asphalt rubber chip seal.

Asphalt Rubber Distributor

The Contractor must have at least one distributor for use on this project with a minimum of one additional/backup distributor available for use. Separate distributors equipped to spray different products or the ability to retrofit or change capabilities to spray differing products will be required. Contractor shall ensure that prior products used in distributors are compatible with products specified for construction on this contract.

Distributors shall be self-powered and include fully functional tachometer, pressure gauges, accurate volume devices, calibrated and insulated tank and a thermometer for measuring temperatures of the asphalt in the tank. Distributors shall be equipped with a computer rate control (CRC), a heating unit and an internal mixing device that maintains a homogeneous mixture of blended paving asphalt, asphalt modifier and CRM, capable of providing a uniform application rate varying from 0.05-1.00 gallons per square yard over a variable width up to 16 feet in a single pass. The distributors shall have a pump or pumps that spray modified binder within ± 0.03 gallon per square yard of the specified rate. The distributors shall be equipped with a variable power unit for the pump and full circulation spray bars, which are adjustable laterally and vertically. The spray bar shall be adjustable to permit positioning at various heights above the surface to be treated. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation.

Distributors shall be able to fully turn around (180 degrees) within typical City cul-de-sac areas.

The nozzle angle and bar height shall be set to provide one hundred percent of double coverage in a single pass capable of applying the asphalt without a streaked or otherwise irregular pattern. Where multiple passes will be required to complete the full width, the four inches adjacent to the second pass may be left with fifty percent coverage so that the next pass will complete the full application rate specified.

The distributor shall have a platform on the rear of the vehicle and an observer shall accompany the distributor. The observer shall ride in such a position that all spray nozzles

are in full view and readily accessible for unplugging plugged nozzles, should plugging occur.

Distributor and booster tanks shall be so maintained at all times as to prevent dripping of bituminous material from any part of the equipment. Booster tanks shall have a mixing device to maintain the asphalt rubber.

Aggregate Spreader

A computer controlled application rate, self-propelled, aggregate spreader in good mechanical condition will be required. The spreader shall be equipped with an aggregate hopper located in the rear, with heat-treated belt conveyors to carry the aggregate to the front of the spreader hopper. A full-width spreading hopper capable of applying cover aggregate uniformly across the spread width and at the specified application rate is required.

The spreader shall be supported by at least four tires on two axles capable of providing a uniform application rate of aggregate from five to fifty pounds per square yard over a variable width up to 16 feet in a single pass. The spreader shall be equipped with the means of applying the cover coat material to the surface using computerized application controls to insure that the required amount of material will be deposited uniformly over the full width of the bituminous material. The uniformity of the spread shall not vary by more than one pound per square yard.

Rollers

A sufficient number (minimum of three) of self-propelled pneumatic tired rollers shall be used so that one complete surface roll will be completed in one pass. The speed of the chip seal operation and the width of coverage, will dictate the necessity of additional rollers. A single steel wheel roller shall be used behind the pneumatic tired roller train to knock down high points in aggregate. Steel wheeled rollers shall be lightweight models of 6 to 8 tons and only operated in the static mode. Pneumatic tired roller tires shall maintain an air pressure of 100 pounds per square inch, varying no more than ± 5 psi in each tire or the tires shall be foam filled. The rubber-tired rollers shall have a gross 3 load adjustable to apply 200 – 250 pounds per inch of rolling width. Foam filled tires can be utilized.

Additional rollers will be required when the viscosity of the binder is increased, such as with the use of polymer-modified binders or during cool weather construction.

Hauling Equipment

Tailgate discharge trucks for hauling aggregate shall be equipped with a device to lock on to the hitch at the rear of the aggregate spreader. Haul trucks shall be compatible with the aggregate spreader so that the dump bed will not push down on the spreader when fully

raised or have too short of a bed which results in spilling while dumping into the receiving hopper.

Sweepers

Brooms for finishing and maintaining seal coat aggregate shall be the self-propelled type. A minimum of two vacuum/regenerative air designed sweepers, capable of removing excess aggregate and debris material shall be used on the post-aggregate application process. Mechanical pick-up brooms will be allowed on the pre-binder application processes. On roadways where no curb and gutter is present, side-cast brooms will be allowed.

Asphalt-heating Tank

An asphalt-heating tank will be required that is equipped with a hot oil heat transfer system or a retort heating system capable of heating and maintaining the blended paving asphalt and asphalt modifier mixture at the necessary temperature before blending with CRM. This unit shall be equipped with a thermostatic heat control and temperature-reading device, accurate to within 5° F that is capable of recording temperatures.

Mechanical Mixer

A two-stage mechanical mixer is required for the complete, homogeneous blending of paving asphalt, asphalt modifier and CRM at the mix design specified ratios. The paving asphalt feed, the asphalt modifier feed and CRM feed shall be equipped with devices by which the rate of feed can be determined during the proportioning operation. The liquid and dry ingredients shall be fed directly into the mixer at a uniform rate that shall not exceed that which will permit the complete and consistent mixing of all the materials.

AR binder storage tanks shall be equipped with a heating system to maintain the proper temperature of the AR binder and an internal mixing unit capable of maintaining a homogeneous mixture of blended paving asphalt, asphalt modifier and CRM.

During the proportioning and blending of the liquid ingredients, the temperature of paving asphalt and the asphalt modifier shall not vary more than $\pm 25^{\circ}$ F.

3.2 NOTIFICATION AND TRAFFIC CONTROL

Notification

City of Moscow will provide advance notification to all residents within the project limits approximately one to two months prior to start of the project. The Contractor will be responsible for notifying affected businesses and residents by flyer / door hangers or other approved method a minimum of 72 hours in advance of their work. The information shall be approved by the Engineer prior to use and shall include information such as: date(s) and time that their operation will be in progress; what residents should expect and the conditions for

which they should be made aware of; a request that any irrigation or other items that cause the roadway to become saturated to be turned off; an on-site Field Supervisor's contact name with mobile phone number; and to provide a knowledgeable person that can address special access needs during the construction work or to answer questions.

The Contractor is encouraged to furnish additional information to property owners, such as: recommended instructions to drivers to exercise care when driving the first few days on newly applied seal coats when it is still being compacted under vehicle loading and potential of damage to the new pavement surface caused by hard braking and turning.

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

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

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

Temporary traffic Control

Temporary traffic control 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 TS-5 TRAFFIC CONTROL/R.O.W. USE PERMITS, the Manual on Uniform Traffic Control Devices (MUTCD) and these Specifications.

Traffic Control Plan(s) must be approved by the Engineer prior to the commencement of any work. A Traffic Control Plan for each location where work is to be performed shall be submitted to the Engineer at least 2 days in advance. Opening to traffic does not constitute acceptance of the work.

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

A sufficient number of barricades and flashers shall be provided to warn of disturbed areas through the work zone. Signing plans must be prepared and approved for general access of local traffic during the evening as well. Local access points provided for and identified in the traffic control plans, furnished by the Contractor, must transition safely into the construction area and must be maintained by the Contractor. Appropriate advance warning must be provided on all approaches to the construction. Signing must be done in accordance with the

latest edition of the MUTCD. When flagging is to be used, an adequate number of *certified* flaggers must be provided for each movement of traffic. The Contractor shall have flagging vests and stop paddles on the job for use in flagging operations. The Contractor must be prepared to provide unexpected signing if construction operations dictate the need. The Contractor must also provide an individual to function as a contact for Traffic Control Maintenance in evenings and weekends.

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

The Contractor shall supply and place temporary “No Parking” signs on streets to be resurfaced at least 72 hours prior to starting work. Signs shall be placed on sandwich board barricades at the beginning of each block and then every 300 feet, with a minimum of 2 signs in each direction per roadway segment. Signs shall include the following information: No Parking, Pavement Work Date(s), Range of Time. Signs shall have a white background with red letters. Sign can be re-useable (erasable legend).

The Contractor shall place temporary “Loose Gravel” W8-7, and “Motorcycles Use Extreme Caution” W21-1701 at the beginning and end of each section as well as one in each direction at all intersections. Temporary signs shall be installed prior to chip seal operations and remain in place until final brooming has been completed.

3.3 WEATHER LIMITATIONS

Asphalt rubber chip seal shall be applied when the air temperature is a minimum of 55° F and rising, and a maximum of 110° F, The pavement surface shall be clean, dry and at a minimum of 55° F and rising.

No material shall be applied when temperatures are forecasted below 35° F within 24 hours from the time of work.

AR Chip seal shall not be applied on a wet surface including but not limited to rain and irrigation water. Any chip seal damaged by rainfall or a wet surface shall be corrected by the Contractor at their own expense.

3.4 PREPARATION OF ROADWAY SURFACE

The surface of the roadways shall be swept shortly before on the same day the AR Chip Seal is to be applied by the Contractor with a power broom until it is free from dirt or other foreign matter. Dust shall be controlled during street cleaning by sprinkling the surface with water (if necessary) as directed by the Engineer. The Contractor shall use hand push brooms

to clean omissions of the power broom at intersections and where rock has been thrown on road surface by traffic prior to application of asphalt. In addition to power and hand brooms, the use of other equipment may be necessary to thoroughly clean the roadway prior to the application of AR chip seal. A hand held blower type unit will be allowed at the discretion of the Engineer. If there are any areas of accumulation of oil and grease, it may be necessary to burn off the deleterious materials. A choke coat of aggregate will not be allowed to mitigate these areas or other asphalt spills; rather they shall be removed/cleaned to the satisfaction of the Engineer.

If the seal is to be placed over a new asphalt patch, a fog seal of emulsified asphalt of the same type and grade specific for the seal and diluted with water (one part water to one part asphalt by volume) shall be applied. The fog seal shall be applied with an asphalt distributor with the normal application rate being from 0.05 to 0.10 gallons per square yard of diluted emulsion. The existing pavement surface shall be dry prior to application. The Engineer shall give final approval of application rate.

3.5 APPLICATION OF ASPHALT RUBBER AND AGGREGATE

General

All of the construction equipment such as distributor, aggregate spreader, haul trucks loaded with aggregate, rollers and brooms shall be in position and ready to commence before placement operations application begins. The chip seal coat train shall have some form of communication (radio for example) between distributor, aggregate spreader, rollers, sweepers, and ground personnel at all times during active operations.

Distributor bar height, distribution speed and shielding materials shall be utilized to reduce the effects of wind upon spray distribution. Asphalt shall be prevented from spraying upon adjacent pavements, that portion of the traveled way being used by traffic, structures, railings and barriers, markers, trees and shrubbery that are not to be removed, adjacent property and improvements, and other highway improvements or facilities not mentioned herein.

When joining edges against areas with aggregate or existing street surfaces not to be covered, the joint shall be swept clean of excess aggregate prior to the adjacent application of asphalt. All transverse joints shall be constructed by placing building paper across and over the end of the previous binder/ seal application a minimum of 3 feet. Distributors will not be allowed to begin spraying on non-papered surfaces. Once the application has progressed beyond the paper, the paper shall be removed immediately and disposed of appropriately.

The longitudinal joint between adjacent applications of aggregate shall coincide with the line between designated traffic lanes. All longitudinal joints shall be overlapped for complete coverage. The overlap shall not exceed four inches.

All reasonable precaution shall be taken to avoid skips and overlaps at joints. At longitudinal joints with aggregate, the edge shall be broomed back and blended to eliminate any difference in elevation. They shall be free from ridges and depressions and have a uniform appearance consistent with the adjacent sealed surface. All defects shall be corrected at the contractor's expense. Unsatisfactory joints shall be repaired at the time of application or after brooming, at the Contractor's expense.

Asphalt shall not be applied until sufficient aggregate is on hand to immediately cover. Asphalt shall be applied to only one designated traffic lane at a time and the entire width of the lane shall be covered in one operation. The Contractor shall prevent any vehicle, including construction equipment, from driving on the asphalt prior to the application of aggregate.

Aggregate shall be spread by means of a self-propelled aggregate spreader, equipped to spread the aggregate at a uniform rate over the full width of a traffic lane in one application. Operating the aggregate spreader at speeds that cause the aggregates to roll over after striking the bituminous covered surface will not be permitted.

Any damage to the freshly oiled mat caused by the Contractor's equipment shall be satisfactorily repaired at the Contractor's expense. Damage shall include any of the following: skid marks, chipper spin marks, truck spinning or braking marks, chipper driving in oil, any and all deficiencies caused by faulty equipment or poor workmanship. The Contractor shall repair any bleeding of asphalt within two hours of notification by the Engineer. The City reserves the right to immediately suspend all work for continued non-compliance with any contract requirement.

Application Rates

The following table shall be used for selecting the proper application rate of aggregate. All application rates shall be approved by the Engineer.

Asphalt Rubber (AR) Chip Seal Application Rate

Type	Size of Aggregate	Asphalt Rubber (AR) Gallons / SY	Pre-coated Aggregate Pounds / SY
Type II	1/2" to No. 4	0.60 to 0.70	24 to 35

Correction for Surface Conditions

The Contractor will be required to make field adjustments of asphalt rubber binder based on the following conditions to achieve optimum results:

1. Existing pavement surface condition (i.e., aged, oxidized and open-textured surfaces will absorb more binder than newer tighter surfaces) requires an adjustment to application rates.
2. Placement environment such as shaded areas, on an uphill slope, on a downhill slope, etc.
3. Size of aggregate to achieve a minimum 60% embedment.

When making field adjustments the Contractor shall consider the following adjustments based on the McLeod Method of visual assessment of existing pavement surfaces. All adjusted shot rates shall be approved by the Engineer.

Adjustment Rates

Pavement Texture	Gallons / SY
Black, flushed asphalt	-0.01 to -0.06
Smooth, non-porous	0.00
Absorbent	Gallons / SY
Slightly porous, oxidized	+ 0.03
Slightly pocketed, porous	+ 0.06
Badly pocketed, porous	+ 0.09

Application of AR binders and Aggregates

The AR binder shall be applied to the roadway immediately following mixing and reacting. Hot AR shall be maintained and applied at a temperature between 375° F and 415° F for Type II binder.

AR binder applications shall not be in excess of what can be covered with the pre-coated aggregate within 90 seconds.

During hauling, the aggregate load shall be covered with canvas or comparable insulator, arriving at the application site and a no less the 225° F. Pre-coated aggregate shall be applied over the binder coat at a temperature of not less than 225° F and not more than 325° F.

Any AR binder sprayed onto curb or gutter shall be cleaned and removed at the contractor's expense. The completed surface shall be free of gaps, ridges, depressions, or other irregularities caused by the application of the AR chip seal.

The Contractor shall not apply AR binder and aggregate to existing concrete bridge decks.

Rolling

Prompt rolling is critical to achieve adequate aggregate embedment. It is important that the aggregate is rolled before the binder becomes cold or too viscous to achieve proper

embedment. Therefore, one complete surface roll will be completed in one pass and shall begin immediately behind the spreader.

Rollers shall operate at a maximum speed of five (5) mph.

Asphalt and aggregate shall not be spread more than 200 feet ahead of completion of initial rolling operations and 500 feet for final rolling operations.

Initial rolling shall begin within 90 seconds after the placement of aggregate. The rolling equipment shall maintain a distance of no more than 200 feet behind the aggregate spreader on the first pass. Secondary rolling shall begin immediately after completion of the initial rolling. The amount of secondary rolling shall be sufficient to adequately seat the aggregate. In no case shall it be less than 2 complete coverages.

There shall be at least three complete surface rolls by the pneumatic-tired rollers (one initial and two secondary) to properly embed particles firmly into the asphalt binder. Once rolling by pneumatic-tired rollers is complete, there shall be one additional roll completed with a steel wheel roller to knock down high point in aggregate. Steel wheeled roller shall be operated in static mode only.

If the spreading is stopped for an extended period, the aggregate spreader (chip-box) shall be moved ahead or off the chip seal surface so that all aggregate may be immediately rolled.

Sweeping/Finishing

Sweeping shall be a multi-step operation prior to Asphalt rubber chip seal and following final rolling of the aggregate. Loose aggregate shall be removed from the roadway surface and abutting adjacent areas without dislodging aggregate set in the AR binder.

Brooming of roadway surface in preparation for the chip seal application and brooming following the chip seal operation shall be in accordance with the brooming schedule shown below.

Work	Timing of Brooming	Number of Brooming
Advance of Chip Seal Application	Day prior to, or day of Application	1
Immediately After Application	Within same day	1

During the day of the chip seal, water shall not be used in the removal of the loose material.

Pick-up brooms will be required on all roadways with curb and gutter, bridge decks, and within 100' of any waterway. Side-cast brooms will be allowed in all other locations.

All excess aggregate generated by pick-up brooms shall become property of the Contractor and shall not be re-used as aggregate for work related to this project.

Initial sweeping shall commence no less than 30 minutes after final rolling of the aggregate and before controlled traffic is permitted on the AR chip seal. Final sweeping shall be done and all loose aggregate shall be removed without dislodging the aggregate set in the AR binder prior to acceptance.

Acceptance of brooming by the Engineer shall be made prior to application of fog sealing.

PART 4 MEASUREMENT AND PAYMENT

Asphalt Rubber Chip Seal Type II will be measured by the square yards of surface area of chip sealed roadways as shown in the plans. The unit contract price per square yard for Asphalt Rubber Chip Seal Type II shall be full pay for all costs of material, labor, tools, and equipment, bonds, warranties, taxes, insurances, mobilization, clean up, traffic control, permits, materials testing, mix design, shop drawings, submittals, freight, equipment calibration, utility protection, brooming and watering, repair of tree damage, removal of spatter or mar, collateral damage, and all other incidental costs necessary to construct the improvements described in the Specifications and Contract. Any incidental Work required to complete the Asphalt Rubber Chip Seal Type II not specifically mentioned as included with the Bid items above shall be performed by the Contractor and shall be included in the unit Contract prices of the various Bid items.

Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-1. ASPHALT RUBBER CHIP SEAL TYPE II..... S.Y.

SP-2. FOG SEAL

PART 1 GENERAL

1.1 DESCRIPTION

This item shall consist of applying an emulsified asphalt sealant over the newly constructed Asphalt Rubber (AR) Chip Seal Type as shown on the Plans. The limits of Fog Seal for each road will be marked in the field by the Engineer.

PART 2 MATERIALS

2.1 CATONIC EMULSIFIED ASPHALT

Asphalt furnished under these Specifications shall not have been distilled at a temperature high enough to produce flecks of carbonaceous matter, and upon arrival at the Work, shall show no signs of separation into lighter and heavier components.

Cationic Emulsified Asphalt Table

Grade	Type AASHTO Test Method	Rapid Setting				Medium Setting						Slow Setting			
		CRS-1		CRS-2		CMS-2S		CMS-2		CMS-2h		CSS-1		CSS-1h	
		Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Tests on Emulsified Asphalts:															
Viscosity SFS @ 77°F (25°C)	T 59											20	100	20	100
Viscosity SFS @ 122°F (50°C)	T 59	20	100	150	400	50	450	50	450	50	450				
Storage stability test 1 day %	T 59		1		1		1		1		1		1		1
Demulsibility 35 ml															
0.8% sodium dioctyl															
sulfosuccinate, % ^a	T 59	40		40											
Particle charge test	T 59	Pos		Pos		Pos		Pos		Pos		Pos ^b		Pos ^b	
Sieve Test, %	T 59		0.10		0.10		0.10		0.10		0.10		0.10		0.10
Cement mixing test, %	T 59												2.0		2.0
Distillation:															
Oil distillate by vol. of emulsions %	T 59		3	1.5	3		20		12		12				
Residue, %	T 59	60		65		60		65		65		57		57	
Tests on Residue From Distillation Tests:															
Penetration, 77°F (25°C)	T 49	100	250	100	250	100	250	100	250	40	90	100	250	40	90
Ductility, 77°F (25°C) 5 cm/min., cm	T 51	40		40		40		40		40		40		40	
Solubility in trichloroethylene, %	T 44	97.5		97.5		97.5		97.5		97.5		97.5		97.5	

^aThe demulsibility test shall be made within 30 days from date of shipment.

^bIf the particle charge test for CSS-1 and CSS-1h is inconclusive, material having a maximum pH value of 6.7 will be acceptable.

PART 3 CONSTRUCTION REQUIREMENTS

3.1 EQUIPMENT

General

All equipment and associated tools used in the placement of fog seals shall be maintained in satisfactory working condition at all times.

Distributor

The distributor shall be capable of uniformly applying emulsified asphalt at the required application temperature and rate. A temperature measuring device shall be capable of reporting the temperature of emulsified asphalt in the tank. A tachometer shall be required to accurately control the application of emulsified asphalt. Distributors shall be equipped with an adjustable spray bar with pressure pump and gauge. The power for operating the pressure pump shall be supplied by a power unit which will provide a uniform spray from each of the nozzles across the spray bar and extensions. The distributor truck shall have a volume control gauge. All reading devices and gauges shall be easily accessible by Inspectors from the ground.

Other equipment necessary to satisfactorily perform the Work as specified herein or as designated by the Engineer shall be subject to approval by the Engineer before its use in the Work.

Additional units shall be used in the Work when, in the opinion of the Engineer, it is considered necessary in order to fulfill the requirements of these Specifications, or to complete the Work within the time specified.

3.2 PAVEMENT SEALING – FOG SEAL

Where shown in the Plans or directed by the Engineer, the Contractor shall apply a fog seal. Before application of the fog seal, all surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. The existing pavement surface shall be dry. The fog seal emulsified asphalt shall be CSS-1 or CSS-1h diluted with water at a rate of one part water to one part emulsified asphalt unless otherwise approved by the Engineer. The fog seal shall be uniformly applied to the pavement at a diluted rate of 0.10 – 0.18 gal/S.Y. The finished application shall be free of streaks and bare spots.

Fog sealing shall be applied after brooming operations or within 3 days of the Asphalt Rubber Chip Seal Type II.

Before application to the Roadway, emulsified asphalt shall be heated to the following temperatures or that recommended by the manufacturer:

Type and Grade of Emulsified Asphalt	Distributor Temperature	
	Min. °F	Max. °F
New Construction and Seal Coats		
CRS-1, CRS-2, CRS-2P	125	195
CMS-2, CMS-2S, CMS-2h	125	185
Fog Seal		
CSS-1, CSS-1h	70	140

3.3 WEATHER LIMITATIONS

Emulsified asphalt shall be applied when the air temperature is a minimum of 55° F and rising, and a maximum of 110° F, The pavement surface shall be clean, dry and at a minimum of 55° F and rising.

No material shall be applied when temperatures are forecasted below 35° F within 24 hours from the time of work.

Emulsified asphalt shall not be applied on a wet surface including but not limited to rain and irrigation water. Any fog seal damaged by rainfall or a wet surface shall be corrected by the Contractor at their own expense.

PART 4 MEASUREMENT AND PAYMENT

Fog Seal will be measured by the square yards of surface area of sealed roadways as shown in the plans. The unit contract price per square yard for Fog Seal shall be full pay for all costs of material, labor, tools, and equipment necessary for the application of the emulsified asphalt. Preparation of existing surfaces and sweeping/brooming as necessary shall be included in these items. Any incidental Work required to complete the Fog Seal not specifically mentioned as included with the Bid items above shall be performed by the Contractor and shall be included in the unit Contract prices of the various Bid items.

Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-2. FOG SEAL S.Y.

APPENDIX I

WORK INVENTORY AND MAPS ASPHALT RUBBER CHIP SEAL

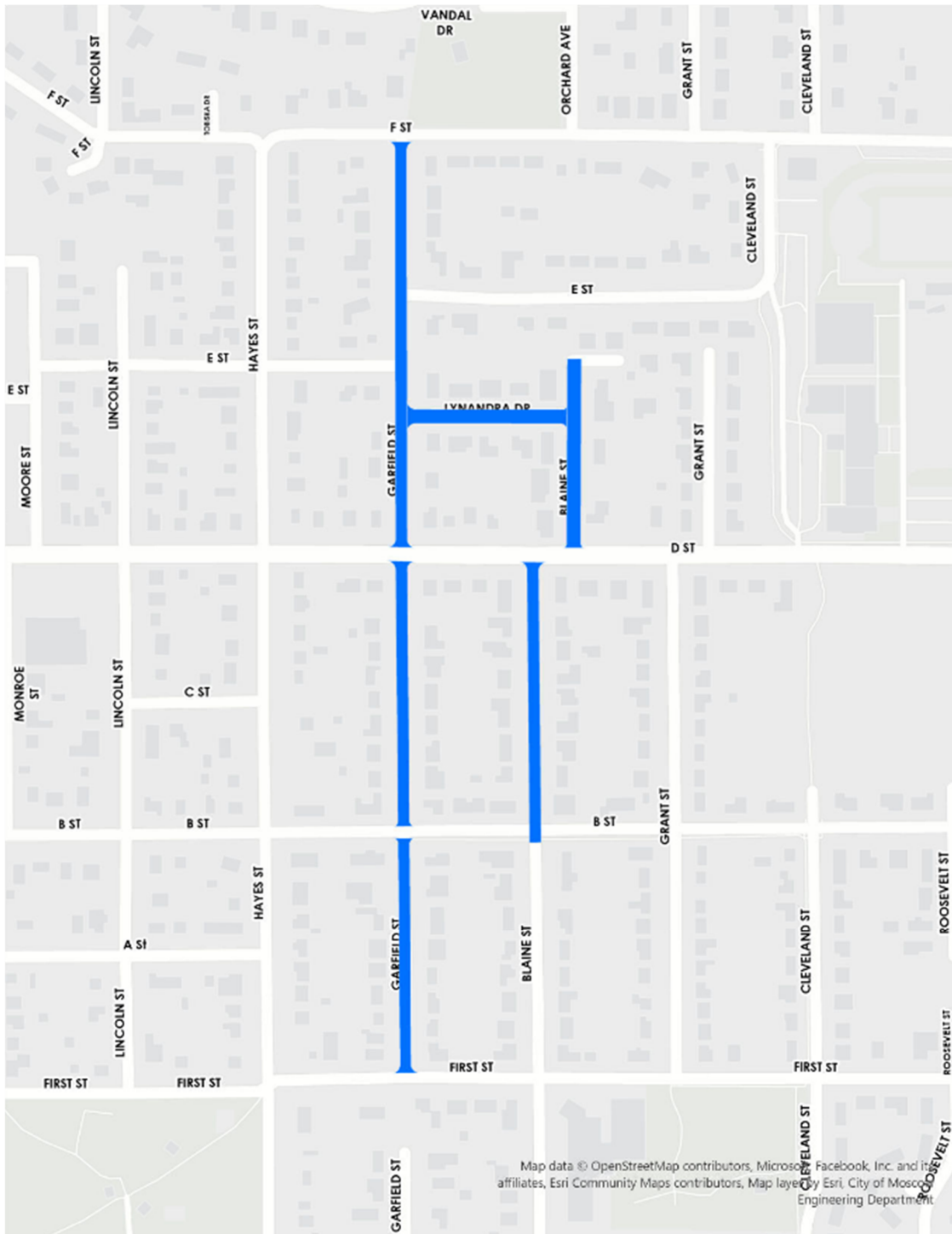
WORK INVENTORY/SCOPE

ASPHALT RUBBER CHIP SEAL

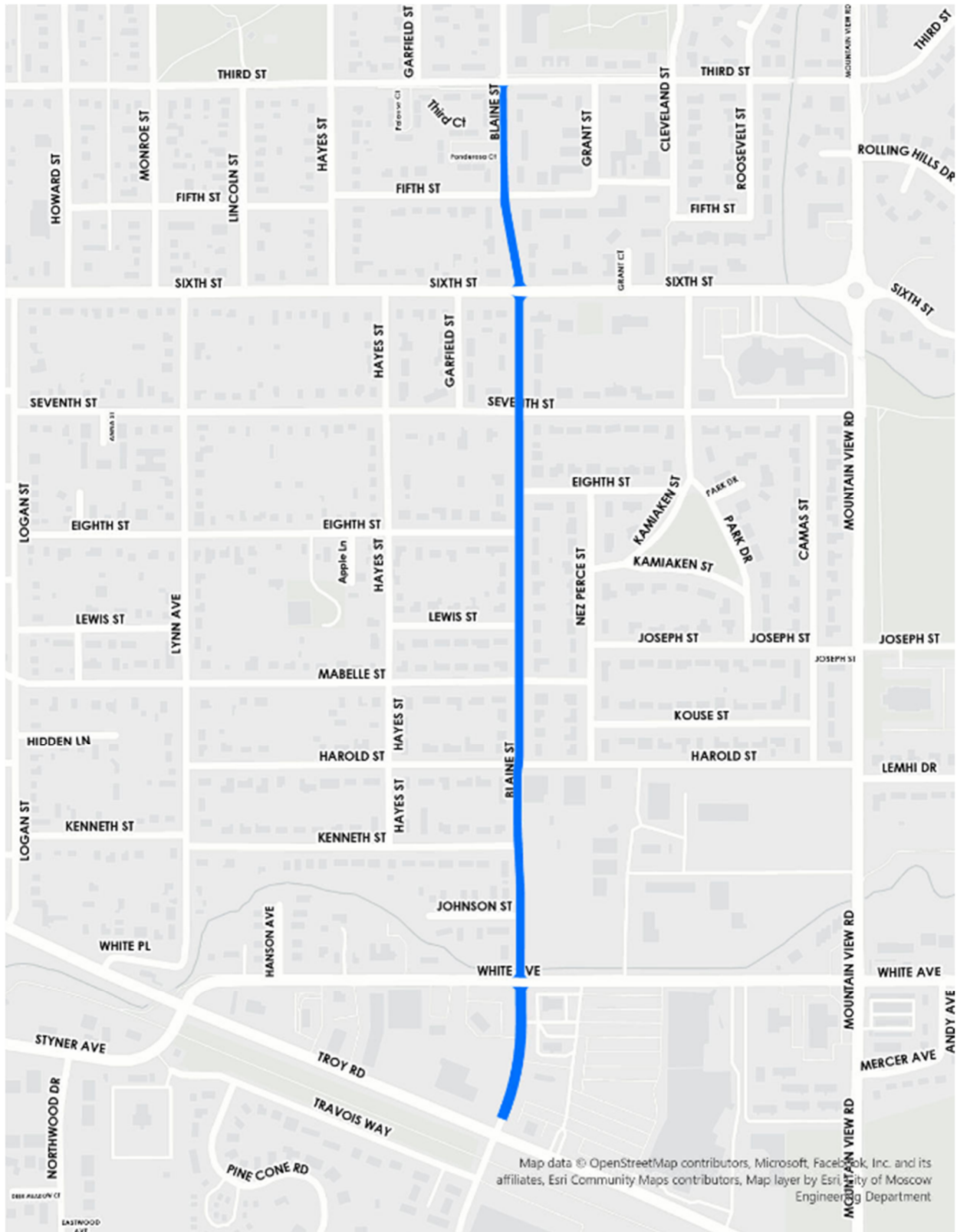
LOCATIONS:

Road Locations	Area (SY)
Lynandra Dr. – N. Garfield to Blaine St.	1,627
Blaine St. – D St. to Dead End (North)	1,885
N. Garfield St. – F St. to First St.	7,591
Blaine St. – D St. to B St.	2,339
Blaine St. – Sixth St. to Troy Rd. (SH8)	13,123
Blaine St. – Third St. to Sixth St.	2,907
Total Area:	29,472

2026 Asphalt Rubber Ship Seal Locations Map



2026 Asphalt Rubber Ship Seal Locations Map



Asphalt Rubber Chip Seal - 2026
Bids Opened 5/5/2026

Item No.	Item Description	Qty.	Unit	Engineers Estimate		Bid From: Doolittle	
				Price	Total	Price	Total
1	Asphalt Rubber Chip Seal Type II	29,472	SY	\$12.00	\$353,664.00	\$16.75	\$493,656.00
2	Fog Seal	29,472	SY	\$2.00	\$58,944.00	\$1.50	\$44,208.00
				TOTAL =	\$412,608.00	TOTAL =	\$537,864.00

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Tuesday, May 26, 2026



AGENDA ITEM TITLE

KN 23902 & 23903; N&S Mountain View Pedestrian Improvements - Professional Services Agreement for Construction Engineering and Inspection (ACTION ITEM) - Scott Bontrager / Luke Hajda

RESPONSIBLE STAFF

Scott Bontrager, City Engineer, Luke Hajda, Civil Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Idaho Transportation Department (ITD), through the Local Highway Technical Assistance Council (LHTAC), funded a federal-aid project for FY2026 to improve two segments of non-motorized transportation gaps on Mountain View Road. These improvements include completing sidewalk and bike lanes from Slonaker Drive to F Street and Joseph Street to Paradise Creek. The construction contract for the project was awarded by Moscow City Council in April to LaRiviere Inc., in the amount of \$1,025,088.98. A request for information (RFI) was issued by LHTAC for construction engineering and inspection on February 23rd, 2026, and two qualified engineering firms responded by the March 6th deadline. A three-person panel (one LHTAC engineer and two City Staff) independently rated the statement of qualifications, and a consensus was reached on the selection of HMM Engineering, LLC. The professional services agreement between the City of Moscow and HMM Engineering was negotiated on Monday, April 6th, 2026, in the amount of \$169,812.00. This amount equates to 16.6% of the construction contract amount, which both the LHTAC and City Staff deem reasonable for contract administration and construction inspection on a federal-aid project. The agreement has been reviewed and approved by the City Legal Department.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Professional Services Agreement with HMM Engineering LLC.; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the Professional Services Agreement with HMM Engineering, LLC.

OTHER RESOURCES

FISCAL IMPACT

The negotiated CE&I Contract is within the limits of the existing approved project funding.

PERSONNEL IMPACT

ATTACHMENTS

1. 23902, 23903 - Local Professional Services

Idaho Transportation Department
Local Professional Services Agreement

Agreement #: 97549

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF MOSCOW, whose address is PO Box 9203 Moscow, ID 838431703, hereinafter called the "Sponsor," and HMH, LLC, whose address is 3882 N. Schreiber Way, Ste 104, , Coeur d'Alene, ID, 83815, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

Project Name	Project #	Key #
LOCAL, NORTH MOUNTAIN VIEW PEDESTRIAN IMPROVEMENTS	A023(902)	23902
LOCAL, SOUTH MOUNTAIN VIEW PEDESTRIAN IMPROVEMENTS	A023(903)	23903

SUBCONSULTANTS

The State approves the Consultant's utilization of the following Subconsultants:

N/A

AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Jayme Coonce, Resident Engineer, LHTAC; (208) 344-0565; or an authorized representative.

DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

a. **Attachment No. 1A** is the Consultant Agreement Specifications which are applicable to all agreements.

b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://itd.idaho.gov/business/?target=consultant-agreements> .

DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

TIME AND NOTICE TO PROCEED

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **6/30/2027**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

BASIS OF PAYMENT

- A. Payment Basis: Specific Rates of Compensation (Loaded hourly rates [labor, OH & fee] plus direct expenses). Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the actual cost or Not-To-Exceed amount of the Agreement, whichever is lesser.
- B. Compensation Amount
1. Not-To-Exceed Amount: **\$169,812.00**
 2. Additional Services Amount: **\$0.00**
 3. Total Agreement Amount: **\$169,812.00**
- C. The rates identified in Attachment No. 2 were negotiated and agreed upon by both parties to this Agreement. These rates will be fixed for the period of this Agreement.
- D. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$169,812.00** to perform the work of this Agreement.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

HMH, LLC

Consultant

By: _____

Title: Member

CITY OF MOSCOW

Local Sponsor

By: _____

Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____

Title: _____

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ 67-2346, Anti-Boycott Against Israel Act, and Idaho Code §§ 67-2347A, Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d)

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ 67-2359 states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

HMH, LLC

Company Name

ATTACHMENT NO. 1A

CONSULTANT AGREEMENT SPECIFICATIONS Construction Engineering & Inspection

These specifications supplement all Professional and Term agreements for Construction Engineering and Inspection services and shall be attached to said agreements.

I. DEFINITIONS

1. **Administrator:** Person directly responsible for administering a consultant agreement on behalf of the State or a Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percentage of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list all work tasks, their durations, negotiated milestones and their dates, and all State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total agreement amount paid based on factors established in the agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State believe necessary for the satisfactory completion of the agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.

14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.
15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **State:** Normally "State" refers to the Idaho Transportation Department. However, in the case of Local Sponsor projects, "State" may be interchangeable with "Sponsor", "Agreement Administrator" or just "Administrator".
17. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31 and be supported by audit accepted by the State.

II. STANDARD OF PERFORMANCE

The Consultant agrees that all work performed under this agreement will be performed professionally in accordance with the ITD Construction Manual, Standard Specifications for Highway Construction – Subsections 105.10 and 111, and other appropriate standards. The Consultant shall be responsible for construction engineering and inspection on all tasks assigned (as stated in the Scope of Services) when on duty to ensure they are constructed in substantial conformance to the plans, special provisions and specifications.

The Consultant shall identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

III. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer this agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, and acceptable fulfillment of this Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all work performed by the State or their representatives.

IV. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or subconsultants capable of and devoted to the successful accomplishment of work to be performed under this agreement. The specific individuals or subconsultants listed in the agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal

V. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the State for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant

shall include all the applicable terms and conditions of this Agreement in each

Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

VI. DIRECT COST

It is understood that overtime will be incurred after forty (40) hours of work for this agreement during each week. When the need for overtime has been approved by the Agreement Administrator, the overhead rate and fee are **not** to be applied to the premium time paid.

The out-of-pocket cost and expenses directly related to the project must be pre-approved and agreed to, by the Agreement Administrator, prior to receiving any compensation. Relocation, lodging and Per Diem cost will not be allowed for this type of agreement unless agreed and pre-approved by the Agreement Administrator.

VII. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount for which the PSA represents. The State assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator of the need for the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement amount is lump sum, unit cost, or cost plus fixed fee amount for the negotiated services and an additional services amount is set up for possible extra work not contemplated in original scope of work. For the Consultant to receive payment for any work under the additional services amount of this Agreement, said work must be performed under a PSA issued by the State. Should the State request that the Consultant perform additional services, then the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

VIII. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State.

The monthly progress report will be submitted by the tenth of each month following the month being reported or as agreed upon in the scope of services.

The Agreement Administrator will review the progress report and submit approved billings for payment within two weeks of receiving monthly report.

Each progress report shall list billings by PSA number and reference milestones.

IX. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted by the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made, based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost less the fixed fee for the work satisfactorily completed for each billing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made including Fixed Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://itd.idaho.gov/business/?target=consultant-agreements> .

For “Cost Plus Fixed Fee” and “Cost” agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The State will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement or Work Task has been completed. No further progress payments will be made until all work under the individual agreement has been satisfactorily accomplished.

If at any time, the State determines that the work is not progressing in a satisfactory manner, the State may refuse to make full progress payments and may withhold from any progress payment(s) such sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 90 days after all work under the Agreement has been completed by the Consultant and accepted by the State. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the milestones identified.
5. Payments to Subconsultants

Consultant shall pay each subconsultant for satisfactory performance of its contract items no later

than twenty (20) calendar days from receipt of each payment the consultant receives from the State, in accordance with 49 CFR, Part 26. The consultant shall return retainage payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

X. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

b. The State warrants that the above consulting firm, or firm representative, has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

Employ or retain, or agree to employ or retain, any firm or person, or;
pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency or the State, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project. This includes employees who leave the Consultant's employment.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the State.

- a. Increase in the work required by the State due to unforeseen circumstances.
- b. Revision in the work required by the State subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the State.
- d. Reduction in the work required by the State due to unforeseen circumstances.

An increase in compensation shall not result from underestimating the complexity of the work.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the State and the Consultant. During such negotiations the State may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of State order for nonperformance a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the State will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the State and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

- a. Extensions of time may be granted for the following reasons:
 - i. Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
 - ii. Additional work ordered in writing by the State.
- b. Extensions of time will not be granted for the following reasons:
 - i. Underestimating complexity of work.
 - ii. Redoing work rejected by the State.

5. TERMINATION

The State may terminate or abandon this Agreement at any time upon giving notice of termination hereof as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress indicated in a schedule of operations given to the State at meetings and conferences herein provided for.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms of conditions set forth in the Agreement, other than for the reasons set forth in a and b above.
- d. At the convenience of the State.

Prior to giving notice of termination for the reasons set forth in a and b above, the State shall notify the Consultant in writing of any deficiencies or default in the performance of the terms of this Agreement, and said Consultant shall have ten (10) days thereafter in which to correct or remedy any such default or deficiency, and upon their failure to do so within said ten (10) days, or for the reasons set forth in 3 above, such notice of termination in writing shall be given by the State. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the State. Upon receipt by the State of said documents, payment shall be made to the Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for arbitration. Consultant agrees that any arbitration hearing shall be conducted in Boise, Idaho. Consultant and State agree to be bound by the decision of the arbitration. Expenses incurred due to the arbitration will be shared equally by the parties involved.

7. ACCEPTANCE OF WORK

- a. The Consultant warrants that all work submitted shall be in accordance with good professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of the work shall not constitute a waiver of any of the State's rights under this agreement or in any way relieve the consultant of any liability under their warranty or otherwise.
- c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of this contract. Any examination of the Consultant's work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense.

Acceptance or approval of any portion of Consultant's work product by the State or payment, partial or final, shall not constitute a waiver of any rights the State may have against the Consultant. The Consultant shall respond to the State's notice of any error or omission within twenty four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract.

If the Consultant discovers errors or omissions in its work, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for

termination of the agreement.

The Consultant's liability for damages incurred by the State due to negligent acts, errors or omissions by the Consultant in its work shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with this project, shall become the property of, and be delivered to, the State without restrictions or limitations of their further use. However, in any case, the Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq.*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

9. INDEMNITY

Concerning claims of third parties, the Consultant and the State to the extent the State may do so will indemnify, save harmless and defend each other from the damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant or the State in the prosecution of the work which is the subject of this Agreement.

Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or their agents or employees to the assignments completed under this Agreement, to the standards accepted at the time of work, and until one (1) year after the project construction has been completed. The State shall have until that time to give the consultant notice of the claim.

Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the State for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances. The State agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

The Consultant, its agents, officials, employees, and subconsultant will be authorized representatives for the State and shall be protected against all suits, actions, claims or cost, expenses and attorney fees in accordance with Subsection 107.10 of the Standard Specifications for Highway Construction 2012; and shall be protected against all personal liability in accordance with Subsection 107.13 of the Standard Specifications for Highway Construction 2012.

10. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$500,000.00 per occurrence, and worker compensation insurance in accordance with Idaho Law.

Regarding workers' compensation insurance, the consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

11. LEGAL COMPLIANCE

The Consultant at all times shall observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

12. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the State. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

13. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

14. PATENTS

The Consultant shall hold and save the State and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, or copyright.

15. NON-DISCRIMINATION ASSURANCES

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1. through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

16. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

18. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

19. EMPLOYEE ELIGIBILITY

The 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 is contract.

SCOPE OF SERVICES FOR CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES

DATE: February 2026

Project Name: Mountain View Pedestrian Improvements, City of Moscow

PROJECT NO: A023(902) & A023(903)

KEY NO: 23902 & 23903

This scope of work is to provide Construction Engineering, and Inspection (CEI) Services limited to contract administration, inspection, material testing and project office documentation under the general direction of the assigned Local Highway Technical Assistance Council (LHTAC) Resident Engineer, for construction of the Mountain View Pedestrian Improvements project located in Moscow, ID for the City of Moscow (SPONSOR). HMM Engineering (CONSULTANT) intends to provide the LHTAC with experienced administration, inspection/sampling personnel for this project. Through this contract, Consultant will inspect and document to the Idaho Transportation Department (ITD) and City of Moscow standards, the activities associated with the project to the level necessary to administer the contract. CONSULTANT's role is limited to the scope of services described herein and is working under the authority of the LHTAC. CONSULTANT shall not have the authority to modify the Contract Documents, scope of Contractor's Work, performance times, or payment to the Contractor. The LHTAC is responsible for authorizing all changes to the Contract Documents, approving all payments to the Contractor, and final acceptance of the Work.

Project Schedule- CONSULTANT proposes to implement its services within the following schedule: The scope of work for this project will run in accordance with the contractor's submittal and construction schedule. It is anticipated that CONSULTANT will be engaged in CEI services from May 2026 through October 2026 based on the anticipated construction schedule and contract documents. Manhour estimates have been based on an anticipated 60 working days for the Contractor. Additional compensation will be considered and negotiated in a mutually agreeable manner with the CONSULTANT for additional work that may result due to schedule impacts beyond the control of the CONSULTANT.

The following tasks represent the individual services that are to be provided by CONSULTANT under this agreement:

PRIMARY TASKS:

1. **Construction Administration** – CONSULTANT will provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project for acceptance by the LHTAC and the City of Moscow. The following sub-tasks represent a partial list of the activities necessary to administer the contract.
 - 1.1. Submittal Log & Minimum Testing Requirements (MTR's)-CONSULTANT will develop a list of required submittals for the project prior to start of construction and will also track and maintain a log of shop drawings and submittals and encourage reviewers to complete their review in a timely manner. Deficiencies will be promptly reported. CONSULTANT will also review the MTR list generated in the design phase for the project prior to start of construction. This information will be used to track the materials testing required on the project and coordination of the testing lab responsible for processing samples and reporting results.

Performance Assumptions:

- i. Minimum Testing Requirements (MTR's) will be reviewed and obtain approval from the LHTAC Resident Engineer.

- 1.2. Pre-construction Conference – CONSULTANT will facilitate the Pre-construction Conference including forms and exhibits provided by or coordinated with the LHTAC.

Performance Assumptions:

- i. Coordination of meeting with the City of Moscow, LHTAC, and Utilities.
- ii. Prepare and distribute meeting minutes.

- 1.3. Labor Compliance – The Contractor's and Subcontractor's certified payroll wage rates will be checked against contract requirements, documented, and tracked for format, classification, pay scale, timely submissions, and concurrence with field reviews.

Performance Assumptions:

- i. Maintain filing system for payrolls and labor interviews and notify contractors on incorrect classification and pay scales.
- ii. Collect ITD 315s prior to start of work.
- iii. Maintain records in compliance with Title VI requirements.
- iv. Fill out ITD-2002 and submit with weekly Contractors Payroll.

- 1.4. Civil Rights Compliance – Employee interviews and review of contractor civil rights postings will be provided per the Construction Administration Manual. The LHTAC Resident Engineer will be notified of instances of non-compliance.

Performance Assumptions:

- i. Inspect Project Board for required Civil Rights and EEO Compliance Postings.

- 1.5. Filing & Records Verification – All project files will be posted to ProjectWise and maintained on a weekly basis and will be readily available to the LHTAC Resident Engineer. Periodic checks of the files will occur during the project to ensure that all records are being accurately kept and the filing system is up to date.

Performance Assumptions:

- i. Maintain project filing system electronically using ProjectWise.
- ii. Address periodic review comments.

- 1.6. Progress Estimate Preparation – For each scheduled progress estimate, documentation will be prepared for and presented to the LHTAC Resident Engineer that contains the quantities and backup for each bid item payment with a summary sheet showing the amounts to be paid. Final check and authorization will be by LHTAC. Materials test reports and certifications will be checked and posted into ProjectWise.

Performance Assumptions:

- i. Review monthly pay estimate package and verify quantities.
- ii. Prompt Payment & DBE Race Neutral – prior to final payment and release of retainage, CONSULTANT will collect the TAP-specific prompt payment notarized forms from each subcontractor.
- iii. CONSULTANT will also collect payment information (in lieu of B2GNow) to provide to the LHTAC Resident Engineer.

1.7. Materials Certifications – Certifications, as required by bid item, will be requested for certain materials incorporated into the project. No materials will be accepted for payment until the certifications are received and reviewed for acceptance.

1.8. Contract Changes – Requests received from the Contractor for time extensions, contract changes, and extra work will be reviewed and analyzed in coordination with the LHTAC Resident Engineer.

1.9. Pre-paving Meeting – CONSULTANT will facilitate a pre-paving meeting with the contractor.

1.10. Weekly Progress Meetings – Periodic progress meetings will be held on site or at a location agreed to by the Contractor, Sponsor and Consultant.

Performance Assumptions:

- i. Attend and coordinate periodic progress meetings.
- ii. Prepare minutes for distribution and review.

1.11. Monthly Invoicing – Monthly invoices of CONSULTANT labor will be submitted to the LHTAC Resident Engineer for review and processing each month. Each invoice package will contain approved timesheets for all labor expended and appropriate backup for all direct costs. CONSULTANT will formally notify the LHTAC Resident Engineer upon reaching 75% of the expended contract amount. No payment will be made outside of the current agreement amount. If a supplemental agreement is negotiated, work cannot be billed to that agreement until the supplemental PSA is executed.

1.12. Subcontracts – CONSULTANT will review and present subcontracts for approval by the LHTAC. (3-5) subcontracts are anticipated.

1.13. Change Orders - CONSULTANT will submit Change Orders for review and processing by the LHTAC Resident Engineer. Contract Time accounting will be reviewed for time adjustment by Critical Path Method analysis when warranted by change orders.

Performance Assumptions:

- i. CONSULTANT will consult with the SPONSOR and the LHTAC Resident Engineer personnel and prepare the change order form and backup information for review by the LHTAC Resident Engineer.

1.14. Contract Submittal Review – Contract submittals will be reviewed as necessary. It is understood that all interpretations and clarifications will be directed to the

LHTAC Resident Engineer and the Design Engineer of Record as necessary.

Performance Assumptions:

- i. Traffic Control Plans – Contractor Submitted Traffic Control Plans will be reviewed for compliance with MUTCD and ITD specifications.
 - ii. Schedule Review – The Contractor's submitted preliminary progress schedule, schedule of submittals and schedule of values will be reviewed for contract compliance and accuracy.
 - iii. Submittals – CONSULTANT will review submittals for material to be incorporated into the project per the specifications.
 - iv. Interpretations and Clarifications – It is expected that CONSULTANT will perform routine interpretations and clarifications on the project. Sensitive decisions and interpretations or those that affect Erosion and Environmental permitting will be reviewed by the LHTAC Resident Engineer prior to final decision.
 - v. Shop Drawings – CONSULTANT will transmit shop drawings for their review and approval and/or review shop drawings for compliance with ITD and City of Moscow Standards. CONSULTANT will notify the LHTAC Resident Engineer when shop drawings are transmitted for external review.
 - vi. Contractor source approval requests, staging area requests, and waste site approval requests will be reviewed and approved through coordination with the LHTAC Resident Engineer.
 - vii. Contractor Hot Mix Asphalt designs will be processed and approved through coordination with the LHTAC Resident Engineer and ITD's Pavement Engineer per the QA Manual requirements.
 - viii. Contractor concrete mix designs will be processed and approved through coordination with the LHTAC Resident Engineer per the ITD QA Manual requirements.
 - ix. CONSULTANT will check items found on the ITD Qualified Products List before they are incorporated into the project.
 - x. CONSULTANT will review the Pollution Prevention Plan (PPP) and recommend corrections to the LHTAC Resident Engineer and Contractor.
- 1.15. Public Relations – CONSULTANT will respond to and coordinate all public inquiries and/or concerns with the Contractor and the LHTAC Resident Engineer for appropriate action. Records of contacts and responses will be maintained.
- 1.16. Prompt Payment & DBE Race Neutral – prior to final payment and release of retainage, CONSULTANT will collect the TAP-specific prompt payment notarized forms from each subcontractor. CONSULTANT will also collect payment information for each estimate paid to the contractor (in lieu of B2GNow) to provide to the LHTAC Resident Engineer.
2. **Survey Control** – (if applicable) CONSULTANT will check and verify the contractor surveys for accuracy and compliance with the plans and specifications.
3. **Project Inspection** – Inspection will be performed by CONSULTANT on an as needed basis. The Sponsor may augment inspection but cannot be reimbursed by project costs.

- 3.1. Inspector Diaries – Reports will be prepared to record the Contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, or changed conditions, site visitors, daily activities, labor compliance interviews, civil rights compliance postings, decisions, observations in general, and specific observations in more detail as the case of observing test procedures. Project diaries will be maintained in the project files. Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed.
- 3.2. Project Files – CONSULTANT will update project files on a weekly basis. ProjectWise files will be continuously monitored and updated daily. Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed.
- 3.3. Identify and Recommend Corrections – Perform construction site inspections of the Contractor activities. Identify non-compliant work including any omissions, substitutions, defects and deficiencies in the work of the Contractor discovered by CONSULTANT during project inspection and document with recommendations to the LHTAC Resident Engineer.
- 3.4. Pay Quantity Collection – Pay quantities and quantity measurements will be checked for accuracy and prepared for processing for payment to the contractor.
- 3.5. Environmental & Erosion Control Monitoring –

Performance Assumptions:
 - i. Consultant will review weekly monitoring reports prepared by the Contractor. Reports will be uploaded to ProjectWise for the LHTAC Resident Engineer's review.
- 3.6. Asphalt and Fuel Price Adjustment Calculations – Asphalt and Fuel Price adjustment will be calculated monthly. Records of each month's calculation must be included in the project files.
4. **Materials Sampling & Testing** – CONSULTANT will provide and coordinate materials sampling and testing services as required by contract specifications and the LHTAC Resident Engineer. The following items represent the major sub-tasks required for administering this portion of the agreement.
 - 4.1. Acceptance sampling & testing for embankment, aggregates, concrete, plant mix, etc. will be per the Contract documents. Sampling & Testing will be performed according to ITD Quality Assurance requirements and the LHTAC Resident Engineer (including verification sampling). Sampling of component materials and completed work items will be performed to verify that the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications and contract special provisions. CONSULTANT will meet the minimum sampling frequencies per the MTR's as presented by the LHTAC Resident Engineer and as required due to project phasing, or other factors which could affect minimum testing frequencies. CONSULTANT will provide daily monitoring of the

Contractor's Quality Control activities at the project site.

- 4.2. Schedule for Sampling – The LHTAC will be informed of the project sampling and testing schedule, and all documentation reports of sampling and testing will be completed and filed the same week the work is done or as otherwise directed.
- 4.3. Acceptability of "or-equal" Products – CONSULTANT will evaluate and make a recommendation regarding the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor. Recommendations will be made to the LHTAC Resident Engineer for change orders before allowing any substitutes.
5. **Record Drawings & Project Close-Out** – At project close-out, all records will be finalized and quantity calculations verified. A final package of records will be submitted to the LHTAC Resident Engineer for review and acceptance within 30 days of project completion date.

Performance Assumptions:

- 5.1. Verify that necessary documents have been received for submission of contractor's affidavit of payment.
- 5.2. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.
- 5.3. Promptly conduct an inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of the SPONSOR, LHTAC Resident Engineer and the Contractor, to determine if the work is Substantially Complete. Develop a punch list for the completion of the work prior to final acceptance or substantial completion where required.
- 5.4. Participate in a final inspection, to include representatives from the SPONSOR and LHTAC, to determine if the completed work by the contractor is acceptable so that the LHTAC may recommend in writing, final payment to the Contractor.
- 5.5. CONSULTANT will track deviations from the plans as the project progresses and will submit as the As-built drawings upon completion. Coordinate with the City to collect pertinent as-built information for use by the City's GIS department.
- 5.6. CONSULTANT to provide before and after pictures of the project.
6. **Engineer of Record** – HMH will be available to answer questions during construction as needed, as referenced below.
 - 6.1. Coordination & Meetings: communicate as needed with project team to work out necessary project design elements during construction.
 - 6.2. Change Order Support: provide support to aid in design changes as a result of change orders including construction plans, specials, and quantities.

6.3. RFI Response: answer questions, clarify the contract drawings, and respond to Contractor RFI's.

7. **Professional Service Fee** – Monthly invoices of CONSULTANT labor will be submitted to the LHTAC Resident Engineer for review and processing. CONSULTANT will invoice the LHTAC Resident Engineer for professional services described in this Scope of Work. CONSULTANT will invoice the LHTAC Resident Engineer for professional labor and reimbursable expenses based on the Cost Estimate and will bill only for the efforts actually expended to complete the project in accordance with the provisions herein.

8. **Key Understandings-**

- 8.1. It is anticipated that each CONSULTANT personnel assigned to the project will be furnished with a camera and cellular phone and personal protective equipment as required by the project.
- 8.2. All work will be under the supervision of the LHTAC Resident Engineer or their assigned representative.
- 8.3. It is anticipated that construction will be for duration of 60 working days, and additional time will be negotiated as a supplemental.
- 8.4. The fee estimate, level-of-effort projections, and schedule assumptions represent CONSULTANTS professional judgment. They are presented to allow a review of our approach. It may be necessary to modify this scope or work due to changes in the Contractor's schedule or for work beyond the control of the CONSULTANT. CONSULTANT will advise the LHTAC Resident Engineer of such issues and any fee and/or schedule impact prior to implementing revised activities. No extra work will begin until a supplemental agreement is approved.
- 8.5. LHTAC will provide plans and specifications/contracts to the CONSULTANT.
- 8.6. Change Orders as referenced in Subtask 1.11 (i) it is anticipated that up to (3) change orders will be required for this project. Should the magnitude or number of the change orders required exceed what is estimated, additional compensation will be considered and negotiated in a mutually agreeable manner with CONSULTANT for additional work that may result.
- 8.7. Claims are not included in the project estimate. Should a claim arise, additional compensation will be considered and negotiated in a mutually agreeable manner with CONSULTANT for additional work that may result.

CONSULTANT: HMH Engineering
PROJECT NAME: Mountain View Pedestrian Improvements
PROJECT NUMBER: A023(902) & A023(903)
KEY NUMBER: 23902 & 23903

HMH - SUMMARY OF COSTS

A. SUMMARY ESTIMATED MAN-DAY COSTS

	Position	Name	Man-Days		Man-Hours		Raw Hrly Rate*	2.6413 Loaded Hrly Rate		Loaded Labor Cost
1	Project Manager	Logan Ledgerwood, PE	13	=	132	@	\$52.00	\$137.35	=	\$ 18,130.20
2	Lead Inspector/DPM	Luke Johnson, EI	65	=	651	@	\$47.00	\$124.14	=	\$ 80,815.14
3	Additional Inspector	Wyatt Cooper	3	=	30	@	\$33.00	\$87.16	=	\$ 2,614.80
4	Materials Testing Coordinator	Nate McKinley	0	=	4	@	\$58.00	\$153.20	=	\$ 612.80
5	Lead Materials Technician	Dagon Hall	13	=	131	@	\$37.50	\$99.05	=	\$ 12,975.55
6	Documents Controller	BreAnna Williams	14	=	138	@	\$27.50	\$72.64	=	\$ 10,024.32
7	Administration	Madison Pollard	2	=	15	@	\$50.00	\$132.07	=	\$ 1,981.05
8	Survey Control	Scott Kirking	4	=	40	@	\$50.00	\$132.07	=	\$ 5,282.80
9	EOR Lead	Justin Shaw	1	=	8	@	\$83.45	\$220.42	=	\$ 1,763.36
10	EOR Designer	Brandt Souvenir	1	=	5	@	\$45.00	\$118.86	=	\$ 594.30
										TOTAL LOADED LABOR COST = \$ 134,794.32
					OVERTIME COSTS*	100 hrs	@	\$16.33	=	\$ 1,633.33

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD **

139.10%

C. NET FEE ***

10.00%

D. FCCM **

1.12%

E. OUT-OF-POCKET EXPENSE SUMMARY ****

	Estimated Amount	Unit Cost		Estimated Expense
1 Vehicle Mileage				
Total Mileage Cost (Field Personnel)	8862	0.725	\$	6,424.95
2 Materials Testing				
Testing		\$ 1.00	= \$	23,958.62
3 Miscellaneous				
		@ \$ 1,000.00 /Month	= \$	3,000.00

TOTAL ESTIMATED EXPENSE = \$ 33,383.57

TOTAL = \$169,811.23

* Overtime costs will include only the additional 1/2 time compensation to the employee.

** As per our Approved ITD Overhead Rate Letter.

*** Calculated from the ITD Fee Matrix.

CONSULTANT:
PROJECT NAME:
PROJECT NUMBER:
KEY NUMBER:

HMH Engineering
Mountain View Pedestrian Improvements
A023(902) & A023(903)
23902 & 23903

HMH - Project Personnel

Logan Ledgerwood, PE	Luke Johnson, EI	Wyatt Cooper	Nate McKinley	Dagon Hall	BreAnna Williams	Madison Pollard	Scott Kirking	Justin Shaw	Brandt Souvenir	
Project Manager	Lead Inspector/DPM	Additional Inspector	Materials Testing Coordinator	Lead Materials Technician	Documents Controller	Administration	Survey Control	EOR Lead	EOR Designer	TOTAL
1.0 Construction Administration										
1.1 Submittal Log & MTR's	26.0									26.0
1.2 Pre-Construction Conference	6.0	2.0								8.0
1.3 Labor Compliance	6.0	12.0			40.0					58.0
1.4 Civil Rights Compliance		4.0								4.0
1.5 Filing & Records Verification	13.0	26.0								39.0
1.6 Progress Estimate Preparation	10.0	20.0								30.0
1.7 Materials Certifications	10.0	6.0								16.0
1.8 Contract Changes	5.0	10.0								15.0
1.9 Pre-paving Meeting	3.0	1.0	4.0	1.0						9.0
1.10 Weekly Progress Meetings	13.0	13.0								26.0
1.11 Monthly Invoicing	5.0					15.0				20.0
1.12 Subcontracts					24.0					24.0
1.13 Change Orders		24.0								24.0
1.14 Contract Submittal Review	10.0	5.0						2.0		17.0
1.15 Public Relations		20.0								20.0
1.16 Prompt Payment & DBE Race Neutral		5.0								5.0
	107.0	148.0	0.0	4.0	1.0	64.0	15.0	0.0	2.0	341.0
2.0 Survey Control										
2.0 Survey Control										0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3.0 Project Inspection										
3.1 Inspection of Work / Inspector Diaries	20.0	400.0								420.0
3.2 Project Files		40.0			40.0					80.0
3.3 Identify and Recommend Corrections	5.0	10.0								15.0
3.4 Pay Quantity Collection										0.0
3.5 Environmental & Erosion Control										0.0
3.6 Asphalt and Fuel Adjustments		4.0								4.0
	25.0	454.0	0.0	0.0	0.0	40.0	0.0	0.0	0.0	519.0
4.0 Materials Sampling & Testing										
4.1 Sampling & Testing			30.0	130.0						160.0
4.2 Schedule for Sampling		13.0								13.0
4.3 Equal Products		4.0								4.0
	0.0	17.0	30.0	0.0	130.0	0.0	0.0	0.0	0.0	177.0
5.0 Project Close-Out & Record Drawings										
5.1 Verify Documents Received		10.0			30.0					40.0
5.2 Bonds, Certificates, & Insurance		4.0			4.0					8.0
5.3 Substantial Inspection		3.0								3.0
5.4 Final Inspection		3.0								3.0
5.5 As-Built Drawings		8.0					40.0			48.0
5.6 Before/After Photos		4.0								4.0
	0.0	32.0	0.0	0.0	0.0	34.0	0.0	40.0	0.0	106.0
6.0 Engineer of Record										
6.1 Coordination and Meetings										0.0
6.2 Change Order Support								3.0	5.0	8.0
6.3 RFI Response								3.0		3.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	5.0	11.0
Total Labor Hours	132.0	651.0	30.0	4.0	131.0	138.0	15.0	40.0	8.0	1154.0

Const. Window: May 2026 - August 2026 (13 weeks)

NOTES

Assume 2hrs/Wk PM for submittals. MTRs already in contract.
PM - Type agenda/attend/type minutes. LI will join meeting.
~ 6subs--> 2 hours per sub interviews, 1 hr review, 13 weeks payroll checks 3hr/week
4 Hrs for LI for On-Site Inspection
13 weeks - 2 hr/wk PM. 2 hr/wk for LI & DC
5 estimates - 4 hr/estimate for PM, LI, DC
Mix designs, material certs, source reviews 2hrs/wk PM/LI, 0.5 hr/wk for LMT
Assume (5) changes- 2 hr/change
1 hr mtg, additional prep & QC
13 meetings - PM will hold meeting via Teams. LI will attend in person. 2hrs for meeting and minutes
5 invoices - 1 hr PM and 3 hrs Admin
6 subs - 4 hr/sub
Assume (3) CO @ 8hrs each for PM. 2hr for DC. DC do anything for final CO?
Assume 10 critical submittals at 2 Hrs. Each
13 weeks - 1 hr/wk PM & LI, Desired preconstruction PR?
1hr/ea PM&DC per estimate.

As needed basis for contractor verification. Assume 3 trips from CDA

60 WD x 10hr/day = 600hrs @ 80% = 480 total hrs for inspection. 3hrs/week for PM
3hrs/week for DC/LI. 1hr/week for PM review.
Assume 10hrs total. Not a complex project.
5 estimates - 2 hrs each for LI
Contractor performs inspection. HMH will file away.
4 months, 1 hours each

MT 10hr/wk testing, hours split between inspection and testing
QC 1hr each week
1hr/month

2hrs/week for DC. Hours included for PM review.
1hr/mo

~3 site visits and data collection for GIS As-builts (10hr days).

Utility/Design Coordination?

Agreed to LHTAC Hours
Negotiated

Construction
60 Wds or 13 Weeks
Assume 10 Hr Days
Assume 600 Hours of Constuction

Hours
600.00

2026 LHTAC Schedule of Fees-Construction Materials Testing

HMH Engineering					
SOIL & AGGREGATE TESTING					
Test Method Designation	Trade Name	Unit Price: \$	Number Required	Total	Notes
AASHTO T 99 Moisture-Density Relations of Soils Using a 5.5 lb Rammer and 12" Drop (Spt)	Standard Proctor	\$ 380.00	5	\$ 1,900.00	1,1,1,1,1
AASHTO T 180 Moisture-Density Relations of Soils Using a 10 lb Rammer and 18" Drop	Modified Proctor	\$ 400.00		\$ -	
Idaho IT-74 # 4 Sieve Screening (only on #4 Sieve not full sieve analysis for contractor provided IT-74 curve)	Sieve	\$ 199.04	30	\$ 5,971.32	density 2,5,1,1,8,3 5
AASHTO T 272 1-Point Method for Determining Maximum Dry Density and Opt Moisture	1-Point Method	\$ 199.04	5	\$ 995.22	1,1,1,1,1 Oversize Normal 901
AASHTO T 27 Sieve Analysis of Coarse Aggregates	Sieve	\$ 236.84	10	\$ 2,368.44	901/oversize verification 1,1,1,1,1,3 2,1,2,5
AASHTO T 11 Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing	Fine Wash	\$ 183.17	10	\$ 1,831.68	901
AASHTO T 176 Plastic Fines in Graded Aggregates and Soils Using Sand Equivalent Test	Sand Equivalent	\$ -		\$ -	
AASHTO T 255 Total Evaporable Moisture Content of Aggregate by Drying	Moisture Content	\$ 118.26	40	\$ 4,730.40	T74density/901 5
AASHTO T 265 Laboratory Determination of Moisture Content of Soils	Moisture Content	\$ 118.26		\$ -	
AASHTO T 176 Plastic Fines in Graded Aggregates and Soils Using Sand Equivalent Test, Alt. Method 2, Mechanical	Sand Equivalent	\$ 175.28	10	\$ 1,752.84	901
AASHTO T 335 Determining the Percentage of Fracture in Coarse Aggregate	Fractured Face	\$ 175.28	10	\$ 1,752.84	901
CONCRETE TESTING					
Test Method Designation	Trade Name	Unit Price: \$			
AASHTO T22 Compressive Strength of Concrete Cylinders, per each	Strength, each cylinder	\$ 68.31	15	\$ 1,024.65	Assume (3) pours for all structural concrete (40AF) - 5 cylinders per pour
AASHTO T358 Surface Resistivity of Concrete to Resist Chloride Ion Penetration	Resistivity	\$ 74.41		\$ -	
AASHTO T106 Compressive Strength of Cube Specimens, per each	Cube Strength, each cube	\$ 68.31		\$ -	
PLANTMIX PAVEMENT TESTING					
Test Method Designation	Trade Name	Unit Price: \$			
Idaho IT 99 Detection of Anti-Stripping Additive in Asphalt Binder	Antistrip	\$ 157.90	2	\$ 315.79	If anti strip included/paving day. Will vary depending on days paving. Assuming 2
AASHTO T 335 Determining the Percentage of Fracture in Coarse Aggregate, Method 1	Fractured Face	\$ 165.35		\$ -	
Idaho FOP for ASTM D4791 Flat and Elongated Particles in Course Aggregate	Flat and Elongated	\$ 187.81		\$ -	
Idaho FOP for AASHTO T304 Uncompacted Void Content of Fine Aggregate		\$ 171.83		\$ -	
Ignition Oven Correction Factor IR-157-19, 1 set of 3	NCAT Correction Factor	\$ 650.00		\$ -	
AASHTO T 166 Bulk Specific Gravity of Compacted HMA, Method A or AASHTO T331	Gmb	\$ 127.98	5	\$ 639.90	however many cores we have
AASHTO T 209 Maximum Specific Gravity of HMA Paving Mixtures, Bowl Method	Rice	\$ 225.18	3	\$ 675.54	atleast 3 if we core
AASHTO T 269 Percent Air Voids in Compacted Dense and Open Asphalt Mixtures	Air Void	\$ 121.50		\$ -	
AASHTO T 308 Asphalt Binder Content of HMA by Ignition Method	AC	\$ 277.56		\$ -	AC
AASHTO T 30 Mechanical Analysis of Extracted Aggregate	Selve	\$ 358.24		\$ -	Gradation
AASHTO T 329 Moisture Content of HMA by Oven	Asphalt Moisture	\$ 127.44		\$ -	If doing 308 have to do moisture
AASHTO T 312 Density of HMA by Means of the Superpave Gyratory Compactor	Gyratory Pucks	\$ 270.00		\$ -	
ASTM D7227 Rapid Drying of Compacted HMA Specimens Using Vacuum Drying	CoreDry				
AASHTO 331 Bulk specific Gravity and Density of compacted Asphalt Mixtures using Automatic Vacuum Sealing	Corelok	\$ 99.46			
Hourly Rental Rate for Nuke Gauge*					
			TOTAL	\$ 23,958.62	

*If supported in an approved Overhead Rate letter

Test rates, as presented, include all costs associated with completing the test and providing final reports. Additional administrative time will not be provided.

When invoicing for these tests, naming convention must match what is presented above. At a minimum, include the test method designation.

CONSULTANT NAME: HMH Engineering			
PROJECT LOCATION:		Mountain View Pedestrian Improvements	

DIRECT EXPENSES

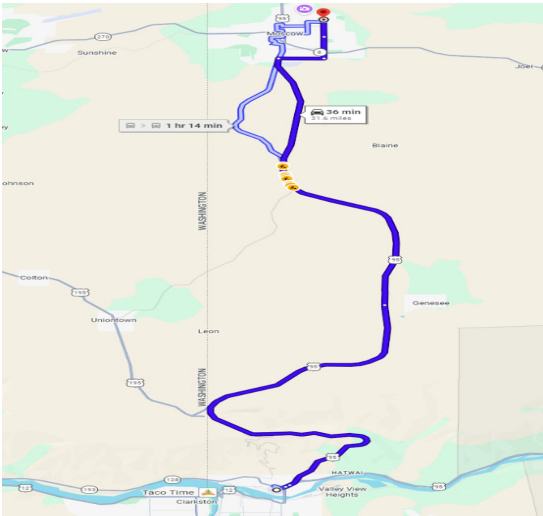
Field Personnel Travel Cost

Field Trips to Project from HMH Lewiston Office (Inspectors and Testing Tech) - "A" Trips	94	trips	
Field Trips to Project from HMH CDA Office (PM & Material Testing Coordinator) - "B" Trips	16	trips	
Field Trips to Project from HMH CDA Office Alternate (PM & Material Testing Coordinator) - "C" Trips	0	trips	
Average Round Trip Miles per Trip "A"	65	Miles	6,110
Average Round Trip Miles per Trip "B"	172	Miles	2,752
Average Round Trip Miles per Trip "C"	216	Miles	-
			-
			-
Total Miles			8,862
Cost per Mile			\$0.725
			\$6,424.950
Total Mileage Cost (Field Personnel)			\$6,424.95

Miscellaneous Direct Expense			
Misc. Copies / Mailings	\$ 1,000.00	month	
	3.0	month	\$3,000.00
Soils & Agg. Mobile Lab Trailer - NA	\$ -	month	
	0	month	\$0.00
Mobile Office Trailer - NA	\$ -	month	
	0.0	month	\$0.00
Power/Internet for Mobile Office Trailer - NA	\$ -	month	
	0	month	\$0.00
Shipping Costs for Oil Samples - NA	\$ -	shipment	
	0	shipments	\$0.00
Testing			\$23,958.62
			-
Total Misc. Cost			\$26,958.62
Total Direct Expense			\$33,383.57

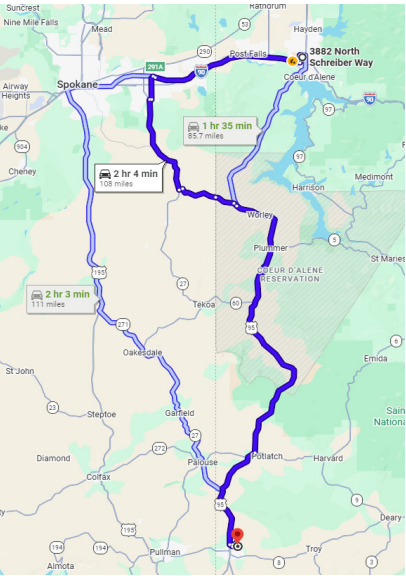
Person	A Trips	B Trips	C Trips	Notes
Project Manager			5	PM - 5 trips (precon and other meetings)
Lead Inspector		53		80% + 3 precon (meeting, PR, utility) + Sub + final
Additional Inspector		25		Assume 25 trips for AI
Lead Testing Tech		16		1 trip/wk + 3 plant trips
Material Testing Coordinator			2	1 site visit + pre-pave
Survey Lead			3	3 Site visits for control or as-built collection
EOR Lead			6	Precon, utility/pr, 1 wklly/mo
Total	94	16	0	

HMH Lewiston Office to Project - "A" Trips for Inspectors & Testing Tech

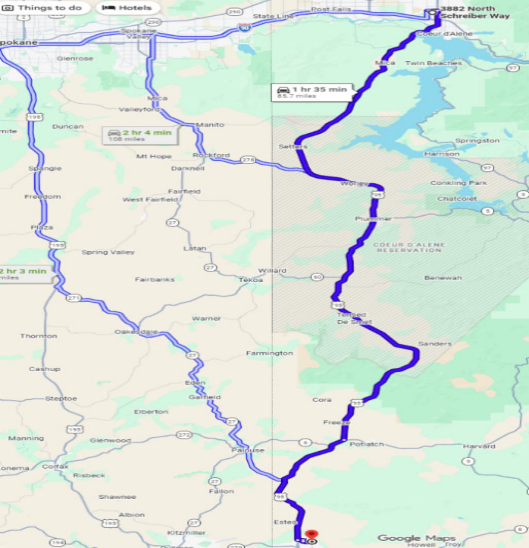


60 WD @ 80% = 48 trips for LI

HMH CDA Office to Project Alternate (PM & Material Testing Coordinator) - "C" Trips



HMH CDA Office to Project (PM & Material Testing Coordinator) - "B" Trips



2026 LHTAC Schedule of Fees-Construction Materials Testing

HMH Engineering

SOIL & AGGREGATE TESTING

Test Method Designation	Trade Name	Unit Price: \$
AASHTO T 99 Moisture-Density Relations of Soils Using a 5.5 lb Rammer and 12" Drop (5pt)	Standard Proctor	\$ 380.00
AASHTO T 180 Moisture-Density Relations of Soils Using a 10 lb Rammer and 18" Drop	Modified Proctor	\$ 400.00
Idaho IT-74 # 4 Sieve Screening (only on #4 Sieve not full sieve analysis for contractor provided IT-74 curve)	Sieve	\$ 199.04
AASHTO T 272 1-Point Method for Determining Maximum Dry Density and Opt Moisture	1-Point Method	\$ 199.04
AASHTO T 27 Sieve Analysis of Coarse Aggregates	Sieve	\$ 236.84
AASHTO T 11 Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing	Fine Wash	\$ 183.17
AASHTO T 176 Plastic Fines in Graded Aggregates and Soils Using Sand Equivalent Test	Sand Equivalent	\$ -
AASHTO T 255 Total Evaporable Moisture Content of Aggregate by Drying	Moisture Content	\$ 118.26
AASHTO T 265 Laboratory Determination of Moisture Content of Soils	Moisture Content	\$ 118.26
AASHTO T 176 Plastic Fines in Graded Aggregates and Soils Using Sand Equivalent Test, Alt. Method 2, Mechanical	Sand Equivalent	\$ 175.28
AASHTO T 335 Determining the Percentage of Fracture in Coarse Aggregate	Fractured Face	\$ 175.28

CONCRETE TESTING

Test Method Designation	Trade Name	Unit Price: \$
AASHTO T22 Compressive Strength of Concrete Cylinders, per each	Strength, each cylinder	\$ 68.31
AASHTO T358 Surface Resistivity of Concrete to Resist Chloride Ion Penetration	Resistivity	\$ 74.41
AASHTO T106 Compressive Strength of Cube Specimens, per each	Cube Strength, each cube	\$ 68.31

PLANTMIX PAVEMENT TESTING

Test Method Designation	Trade Name	Unit Price: \$
Idaho IT 99 Detection of Anti-Stripping Additive in Asphalt Binder	Antistrip	\$ 157.90
AASHTO T 335 Determining the Percentage of Fracture in Coarse Aggregate, Method 1	Fractured Face	\$ 165.35
Idaho FOP for ASTM D4791 Flat and Elongated Particles in Course Aggregate	Flat and Elongated	\$ 187.81
Idaho FOP for AASHTO T304 Uncompacted Void Content of Fine Aggregate		\$ 171.83
Ignition Oven Correction Factor IR-157-19, 1 set of 3	NCAT Correction Factor	\$ 650.00
AASHTO T 166 Bulk Specific Gravity of Compacted HMA, Method A or AASHTO T331	Gmb	\$ 127.98
AASHTO T 209 Maximum Specific Gravity of HMA Paving Mixtures, Bowl Method	Rice	\$ 225.18
AASHTO T 269 Percent Air Voids in Compacted Dense and Open Asphalt Mixtures	Air Void	\$ 121.50
AASHTO T 308 Asphalt Binder Content of HMA by Ignition Method	AC	\$ 277.56
AASHTO T 30 Mechanical Analysis of Extracted Aggregate	Seive	\$ 358.24
AASHTO T 329 Moisture Content of HMA by Oven	Asphalt Moisture	\$ 127.44
AASHTO T 312 Density of HMA by Means of the Superpave Gyratory Compactor	Gyratory Pucks	\$ 270.00
ASTM D7227 Rapid Drying of Compacted HMA Specimens Using Vacuum Drying	CoreDry	
AASHTO 331 Bulk specific Gravity and Density of compacted Asphalt Mixtures using Automatic Vacuum Sealing	Corelok	\$ 99.46
Hourly Rental Rate for Nuke Gauge*		

*If supported in an approved Overhead Rate letter

Test rates, as presented, include all costs associated with completing the test and providing final reports. Additional administrative time will not be provided.

When invoicing for these tests, naming convention must match what is presented above. At a minimum, include the test method designation.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Tuesday, May 26, 2026



AGENDA ITEM TITLE

Proposed Ordinance to Amend the Entertainment District Open Container Exemption to Allow Liquor (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Administrator

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Mayor and City Council recently received a letter from the Moscow Chamber of Commerce & Visitor Center and the Downtown Business Alliance requesting the City Council to consider the allowance of liquor to be served during permitted events held within the downtown Entertainment District. Ordinance 2021-11, passed on August 16, 2021, allows the City Council to suspend the prohibition of open containers of alcohol during permitted events within the designated Entertainment District by resolution. Ordinance 2021-11 specifically limits this exemption to the service of beer and wine. This was reviewed by the Administrative Committee on April 27, 2026, and the City Council on May 4, 2026, at which time staff was directed to prepare an ordinance to allow liquor at Entertainment District events. The proposed Ordinance amending Title 10, Chapter 1 of Moscow City Code is now before the Council for consideration.

REVIEWED BY

Legal Department

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the proposed ordinance, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the proposed Ordinance.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Ordinance 2026 - Amending T10 CH1 Sec1-12_final

ORDINANCE NO. 2026-__

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 10, CHAPTER 1, SECTION 1-12; PROVIDING FOR THE ALLOWANCE OF LIQUOR TO BE SERVED AT EVENTS HELD IN THE ENTERTAINMENT DISTRICT; 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, Moscow City Code (MCC) Section 10-1-12 prohibits the possession of alcoholic beverages while present in a public place or a place where the public has permitted access, including public streets and/or public rights-of-way in the City of Moscow, except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, through Ordinance 2021-11, City Council created an Entertainment District, which allows Council, by Resolution, to permit beer and wine for events held in the Entertainment District; and

WHEREAS, the City Council has received a request from the Moscow Chamber of Commerce and Visitor Center and the Moscow Downtown Business Alliance to allow the service of liquor in addition to beer and wine for events held in the Entertainment District; and

WHEREAS, the City Council has determined that it wishes to amend MCC 10-1-12 to allow the service of liquor in addition to beer and wine for events held in the Entertainment District;

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 10, Chapter 1, Section 1-12 of the Moscow City Code be, and the same is hereby amended to read as follows:

...

Sec. 1-12. Alcoholic Beverages.

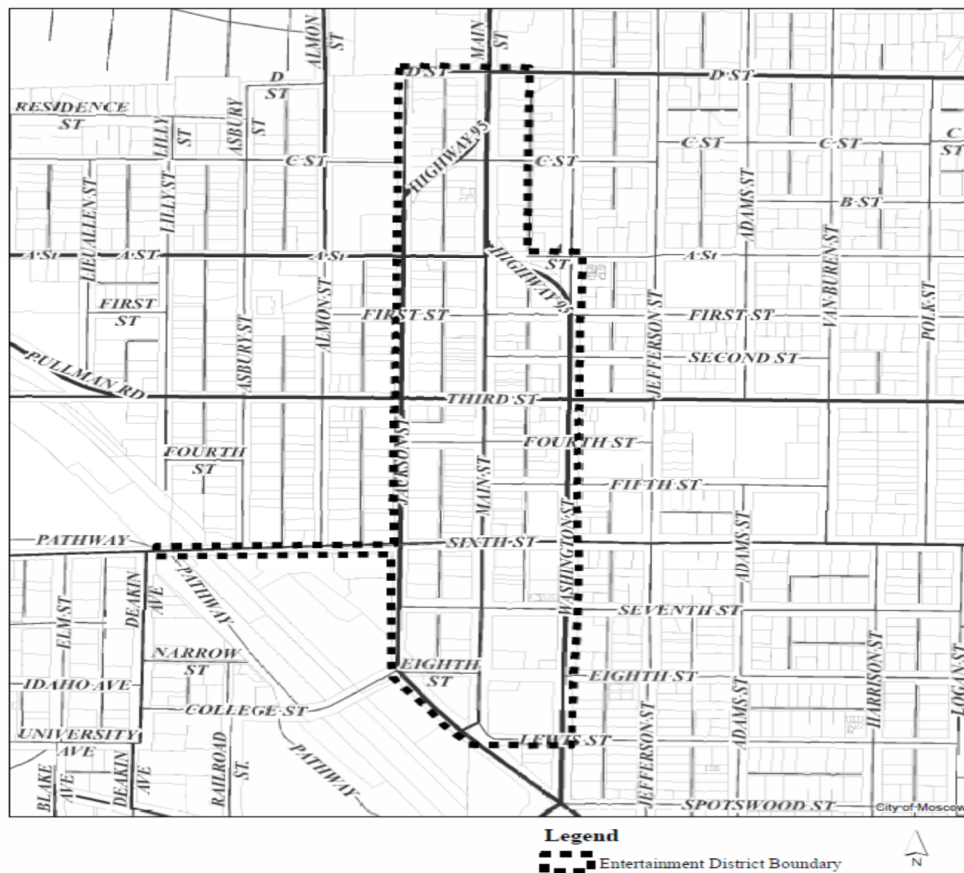
A. Open Containers Prohibited.

It shall be unlawful for any person to transport or have physical possession or control of any alcoholic or intoxicating beverage in an open or unsealed container of any kind on or in any public place or place to which the public has or is permitted to have access, including, but not limited to, any place, structure, or conveyance, except in accordance with specific regulations as detailed herein.

B. Exemption to Open Containers Prohibition.

1. The City Council may, by Resolution, permit liquor, beer, and wine for events in the Entertainment District. The Entertainment District is defined as the following boundary beginning at the intersection of the southerly right-of-way of Lewis Street and the east right-of-way of Washington Street; then continuing north along the east right-of-way of Washington Street to the north right-of-way of A Street; then west along the north right-of-way of A Street to the west right-of-way of the alley located between Main Street and Washington Street; then north along said west alley right-of-way to the north right-of-way of D Street; then west along said north right-of-way to the west right of way of Jackson Street; then south along said right-of-way to the north right-of-way of Sixth Street; then west along said north right-of-way to the easterly right-of-way of Deakin Street; then south across Deakin Street to the south right-of-way of Sixth Street; then east along said south right-of-way to the west right-of-way of Jackson Street; then south and southeasterly along said right-of-way to a point on said right-of-way in alignment with a westerly projection of the south right-of-way of Lewis Street; then east along said projection and the south right-of-way of Lewis Street to the point of beginning (illustrated in Exhibit 'A').

Exhibit 'A' - Entertainment District Boundary



2. This Ordinance shall not be in effect between the hours of 10:00 a.m. and 10:00 p.m. in any place located within 6th Street to the north, South Rayburn to the east and south, and Perimeter Drive to the west and south, on days when the University of Idaho has home football games, provided that any alcoholic beverage is held in an opaque plastic or paper container that is not labeled or branded by an alcohol manufacturer or distributor.

(Ord. 98-38, 11/16/98; 2007-09, 08/20/2007; 2015-05, 03/16/2015; 2016-13, 09/19/2016; 2017-08, 08/07/2017; 2021-11, 08/16/2021)

...

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 sections of Title 10, Chapter 1 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
Scott Sumner	_____	_____	_____	_____
Sage McCetich	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Evan Holmes	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ____ day of _____, 2026.

Hailey Lewis, 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 _____, 2026.

Laurie M. Hopkins, City Clerk

DRAFT