

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, August 10, 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 Public Works/Finance Committee July 13, 2026 Minutes (ACTION ITEM) - Laurie M. Hopkins

2. Disbursement Report July 2026 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending July 2026.

ACTION: Accept the Disbursements Report for the month of July 2026.

3. South HWY 95 Pathway Extension - Bid Results & Contract Award (ACTION ITEM) - Luke Hajda

The South HWY 95 Pathway Extension's Project scope is to connect an existing shared-use path on Reisenauer Rd (adjacent to the Schweitzer Engineering Laboratories property) north to an existing sidewalk section on US-95. The project is to construct a ten-foot wide shared-use path from Reisenauer Rd to the existing sidewalk. The City sent out a semi-formal request for bids on July 17, 2026, and the Engineer's Estimate for construction was \$145,449.00. Bids were opened July 23, 2026. The City received one bid in the amount of \$141,263.70 from Motley-Motley, Inc. of Pullman, WA. A bid tabulation is included in the packet.

PROPOSED ACTIONS: Recommend acceptance of the bid from Motley-Motley, Inc, award the contract in the amount of \$141,263.70 and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff with further direction.

4. Cooperative Agreement for Future Traffic Signal Installation (ACTION ITEM) - Nichoel Baird Spencer

In 2025, the City of Moscow entered into a development agreement with the developers of the SOMO development in south Moscow, which included the collection of the developers' proportionate share fee toward the cost of the future traffic signal installation at the intersection of Somo Drive/Reisenauer Road and U.S. Highway 95. The Idaho Transportation Department (ITD) has requested that the City enter into an agreement to convey the collected fees to ITD at the time the signal is installed. Staff has prepared an agreement for the Council's review approval.

PROPOSED ACTIONS: Recommend approval of the Cooperative Agreement, or provide staff further direction.

ADJOURN

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

Public Works / Finance Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, July 13, 2026

4:00 PM

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

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

PRESENT: Bryce Blankenship, Evan Holmes, Sandra Kelly

OTHERS: Mayor Hailey Lewis, Council Member Sage McCetich

ABSENT: Drew Davis

STAFF: Bill Belknap, Sarah Decker, Laurie M. Hopkins

REGULAR AGENDA

1. Approval of Public Works/Finance Committee June 8, 2026 Minutes (ACTION ITEM) - Laurie M. Hopkins

The minutes were approved as presented.

2. Disbursement Report June 2026 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending June 2026.

ACTION: Accept the Disbursements Report for the month of June 2026.

Decker presented the disbursement report and provided details on the major expenses including payroll, two payments to the city shop construction project, a payment for the WRRF effluent dewatering improvement project, and the purchase of battery powered mowers. The Committee accepted the report and that it be placed on the Council consent agenda.

3. Third Quarter Financial Report April 1, 2026 to June 30, 2026 for FY2026 (ACTION ITEM) - Sarah Decker

Presentation of the third quarter financial report for Fiscal Year 2026 (April 1, 2026 to June 30, 2026).

PROPOSED ACTIONS: Recommend approval of the FY2026 Third Quarter Financial Report, or provide staff with further direction.

Decker stated that, through the third quarter of the fiscal year, expenditures and revenues should be approximately 75%. She reviewed each fund, noting that the General Fund is below that level because property tax revenues, highway user fees, and road and bridge taxes are not received until late July or August. Parks, Recreation, Streets and utility funds are seasonal and are expected to align with projections by fiscal year-end. The Water Fund is lower because irrigation season has only recently begun, while the Sanitation Fund reflects reduced expenditures due to a retirement. Capital Funds are below budget as MURA contributions have been delayed until FY2027 and the planned transfer from the General Fund was canceled. The Bond and Interest Fund debt service payment is scheduled for August. The Transit Center Fund is above projections due to a renegotiated lease, the addition of office space, and the tenant paying rent upfront rather than on a quarterly basis. The Committee recommended approval and that it be placed on the Council consent agenda.

4. Pullman-Moscow Airport Improvement Program 74 Grant Preauthorization Resolution (ACTION ITEM) — Bill Belknap

The Pullman-Moscow Regional Airport has applied for and may be offered U.S. Federal Grant monies up to the maximum of Four Hundred Thirty-Seven Thousand, Six Hundred Forty-Two Dollars (\$437,642.00) for the rehabilitation of runway markings 5/23 and taxiway markings A connectors A1, A2, A3, & A4, and procurement of aircraft rescue and fire fighting safety equipment. The required grant match will be provided by the Airport from Airport funds. The Pullman-Moscow Regional Airport is requesting that the airport sponsors, City of Pullman and City of Moscow, authorize the mayors and city attorneys of each city to accept and sign for Federal AIP grant funds prior to the grants being awarded due to the limited turnaround time between receipt of the award and the time permitted to accept the grant and return the required executed grant authorization documents. Staff have prepared a resolution preauthorizing acceptance of the subject grant for the Council's approval.

PROPOSED ACTIONS: Recommend approval of the proposed resolution authorizing acceptance of AIP 74 grant award; or provide staff with further direction.

Belknap provided information on the grant. No cash outlay will be needed from Pullman or Moscow as it will be paid by the airport. In answer to a question from the committee, Mayor Lewis said the painting is planned at night so as not to disrupt flights. The Committee recommended approval and that it be placed on the Council regular agenda.

ADJOURN

The meeting closed at 4:11 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 10, 2026



AGENDA ITEM TITLE

Disbursement Report July 2026 (ACTION ITEM) - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending July 31st, 2026. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of \$4,099,091.58.

Payroll	\$1,545,235.00
Professional Services	\$255,581.00
Sanitation	\$416,729.00
Capital Outlay	\$109,974.00
Capital Outlay - Improvement	\$963,434.00
Capital Outlay - Buildings	\$51,936.00
Supplies	\$157,228.00
Utilities	\$97,544.00
Contractual Payments	\$276,264.00
ACH Wells Fargo	\$39,077.00
Total	\$3,913,002.00

REVIEWED BY

PROPOSED ACTIONS

ACTION: Accept the Disbursements Report for the month of July 2026.

STAFF RECOMMENDATION

Accept the Disbursements Report for the month of July 2026.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Cash & Investments Balances - July 2026
2. July Revenue Report 2026
3. Disbursement Report July 2026

4. Major Expenditures Report July 2026

City of Moscow
Cash and Investments
Balances as of 7/31/2026

Fund	Year to Date Balance
General Fund	\$ 8,049,569.97
Street Fund	\$ 2,920,367.38
Recreation & Culture	\$ 1,641,172.54
MSDCP	\$ 190,270.39
1912 Fund	\$ 46,848.06
Transit Center	\$ 43,034.24
Water Fund	\$ 2,180,125.97
Sewer Fund	\$ 3,573,147.79
Stormwater Fund	\$ 708,713.76
Sanitation Fund	\$ 2,308,478.42
Fleet Fund	\$ 6,244,061.31
Information Systems	\$ 1,985,136.84
Water Capital	\$ 12,739,680.68
Sewer Capital	\$ 30,201,242.09
Stormwater Capital	\$ 506,957.45
Sanitation Capital	\$ 11,731,355.80
Capital Projects	\$ 17,147,095.36
LID Construction	\$ -
Hamilton	\$ 793,439.51
Bond & Interest	\$ 1,542,271.07
LID Funds	\$ -
Payroll Service	\$ 1,327,344.56
Total Cash & Investments	\$ 105,880,313.19

RECEIPTS REPORT FOR JULY 2026

		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #	FUND NAME											
101	GENERAL	3,088,753.96	117,100.68	145,312.08	891,070.87	149,940.24	9,190.37	316,739.64	273,871.75	24,818.35	5,239.75	5,022,037.69
105	STREETS	505,721.19	0.00	0.00	428,413.05	0.00	0.00	0.00	-2,368.85	0.00	0.00	931,765.39
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	153,265.23	0.00	0.00	-844.36	27.06	6.19	152,454.12
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	10,628.34	0.00	0.00	2,110.00	0.00	0.00	0.00	12,738.34
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
220	WATER	0.00	0.00	0.00	0.00	901,508.28	0.00	1,779.78	8,754.98	0.00	0.00	912,043.04
230	SEWER	0.00	0.00	0.00	0.00	1,065,546.32	0.00	1,519.25	178.50	0.00	0.00	1,067,244.07
235	STORMWATER	0.00	0.00	0.00	0.00	62,738.47	0.00	0.00	0.00	0.00	0.00	62,738.47
240	SANITATION	0.00	0.00	0.00	0.00	485,878.35	0.00	0.00	0.00	0.00	0.00	485,878.35
290	FLEET	0.00	0.00	0.00	0.00	71,218.48	0.00	0.00	459.59	0.00	0.00	71,678.07
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	139,172.45	0.00	0.00	0.00	0.00	0.00	139,172.45
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
335	STORMWATER CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	3,654.00	0.00	0.00	0.00	24,468.21	0.00	0.00	0.00	28,122.21
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	2,348.99	0.00	0.00	0.00	2,348.99
590	BOND & INTEREST	396,506.62	0.00	0.00	0.00	0.00	0.00	2,097.48	0.00	0.00	0.00	398,604.10
	TOTAL	3,990,981.77	117,100.68	148,966.08	1,330,112.26	3,029,267.82	9,190.37	351,063.35	280,051.61	24,845.41	5,245.94	9,286,825.29

DISBURSEMENTS REPORT FOR JULY 2026												
		ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
DATE	FUND NAME	7/1/2026	7/8/2026	7/15/2026	7/22/2026	7/29/2026	7/28/2026	7/1/2026		7/10/2026	7/24/2026	
BATCH #		AP 7.1.2026	AP 7.8.2026	AP 7.15.2026	AP 7.22.2026	AP 7.26.2026	8/3/2026 AP 7.10.2026 AP 7.24.2026	7/15/2026 7/29/2026 AP 7.1.2026 AP 7.15.2026 AP 7.28.2026		PR 191	PR192	
CHECK #'s		116746-116833	116834-116914	116915-116993	116994-117049	117050-117129	July's CC ACH's	July's ACH's		21710-21711	21717-21718	
Fund #	ACH for Wells Fargo to be Imported											0.00
101	GENERAL	31,115.17	62,990.80	15,838.61	252,151.13	67,019.54	13,647.13			416,177.07	420,369.83	1,279,309.28
105	STREETS	105,566.50	41,300.87	5,143.31	5,531.89	23,192.95	2,257.82			33,291.22	36,316.61	252,601.17
120	RECREATION AND CULTURE	14,926.25	24,810.57	21,733.71	7,023.44	4,265.16	7,773.15			119,659.80	143,127.75	343,319.83
121	MSD COMM. PLAY FIELDS		1,207.54	251.18		4,770.78				2,167.11	2,333.00	10,729.61
123	1912 CENTER				21,140.00							21,140.00
128	TRANSIT CENTER		20.60	237.36	1,012.09							1,270.05
220	WATER	34,778.98	50,564.87	10,808.02	15,157.64	15,804.00	1,697.17			59,540.75	60,973.73	249,325.16
230	SEWER	35,532.30	25,602.27	37,055.82	2,982.85	48,248.99	2,253.49	22,102.97		61,157.58	61,917.63	296,853.90
235	STORMWATER	1,850.01	515.49	931.61	236.94	3.13	3,223.18			21,746.21	21,461.99	49,968.56
240	SANITATION	237.09	170,540.30	271.90		132.27		224,155.73		4,184.65	4,273.92	403,795.86
290	FLEET	37,879.72	4,448.90	9,050.02	3,692.57	7,510.04	482.03			16,192.50	15,758.31	95,014.09
295	INFORMATION SYSTEMS	67.55	2,608.75	8,279.77		1,137.82	7,743.45			21,921.70	22,662.58	64,421.62
320	WATER CAPITAL PROJECTS			1,164.68				653.09				1,817.77
330	SEWER CAPITAL PROJECTS	685,692.68		86,063.77	27,383.88			653.09				799,793.42
335	STORMWATER CAPITAL PROJECTS											0.00
340	SANITATION CAPITAL PROJECTS											0.00
350	CAPITAL PROJECTS	13,454.08	36,665.57	146,172.93	950.23	15,134.81		17,353.64				229,731.26
355	LID CONSTRUCTION											0.00
380	HAMILTON - PARKS & REC											0.00
590	BONDS & INTEREST											0.00
	TOTAL	961,100.33	421,276.53	343,002.69	337,262.66	187,219.49	39,077.42	264,918.52	0.00	756,038.59	789,195.35	4,099,091.58

Major Expenditures for July 2026

Professional Service			Sanitation			Utilities		
HDR Engineering, Inc. Water project	\$	3,480.26	Finley Buttes Landfill Garbage for June 2026	\$	158,950.80	Avista Utilities June 2026	\$	97,543.54
Itani Development IV, Inc. Per email from Bob Buvel refund 1yr warranty security minus fees still owed for reviews & agreements	\$	105,566.50	Finley Buttes Landfill Fuel Relief June 2026	\$	11,519.87		Total: \$	97,543.54
Jeff Arnett dba/Arnett's Professional Lawn Care Eddington Station	\$	4,400.00	Inland North Waste (ACH Payment) Monthly LSI Billing for June 2026	\$	246,258.70			
Palouse Umpires Association 2026 Youth Softball Umpire Fees, part 1	\$	3,140.00		\$	416,729.37		Payroll	\$ 1,545,233.94
Blue Logix, LLC Programme for SCADA system @ Tavior Booster	\$	11,015.64					Contractual Payments	
Evcar, Inc. Janitorial Services	\$	8,210.00	Andritz Separation, Inc. Sludge parts order	\$	3,735.04	Heart of the Arts Humane Society of the Palouse	\$	10,750.00
Friends of Phillips Farm, Inc. Phillips Farm Session 3	\$	3,318.44	Coleman Oil Co. Unleaded and Diesel fuel	\$	31,552.87	Moscow Volunteer Fire Department Infosend, Inc.	\$	4,991.58
HDR Engineering, Inc. Water supply project	\$	6,859.17	Filtration Technology, Inc. Water flow valves for MIOX units, 1-replacement, 1-spare	\$	2,651.27	Life Flight Network Moscow Chamber of Commerce, Inc. - Quarterly contribution	\$	1,750.00
Itron, Inc. Mobile radio maintenance	\$	8,279.77	Oxarc, Inc. Chlorine and SO2	\$	4,081.92	Gallagher Benefit Services Regional Public Transportation, Inc.	\$	3,818.27
J-U-B Engineers, Inc. Flow Monitoring	\$	12,696.90	Schindler Elevator Corporation CH Spare Elevator Circuit Boards	\$	16,751.00	Whitcom 911 Latah County Auditor - Phillip Farm maint. & operation contribution	\$	5,925.00
Blue Logix, LLC SCADA programming for boosters	\$	9,275.00	Geveko Markings, Inc. Turn arrow standard and White line	\$	8,253.25	Latah County Auditor - Latah Trail Maintenance participation	\$	5,463.75
GG Gutters, Inc. Janitorial Services	\$	6,220.76	Lakeside Industries Asphalt	\$	6,316.71		\$	3,333.33
Latah County Auditor Genasys notification system	\$	7,023.49	Proforce Marketing, Inc. Purchase of Less than lethal munitions for SWAT	\$	5,108.53		Total: \$	35,082.25
Pressnell Gage, PLLC Annual Audit and Financial Reporting ending in September 2025	\$	33,800.00	Arrow Construction Supply, Inc. Crafco road savor for crack fill	\$	3,895.00	Commercial Card Expense - July 3rd Commercial Card Expense - July 10th	\$	195,150.00
Gropp, LLC Lightpole replacement ,claim 25280	\$	12,649.56	McFadden's ICM Technologies, Inc. Rain catcher lids	\$	4,400.00	Commercial Card Expense - July 17th Commercial Card Expense - July 24th	\$	5,000.00
ICRMP partial refund of claim reimb. 25280 ,mix up on invoices	\$	7,228.65	Thatcher Company of Montana Aluminum Sulfate	\$	11,781.90		Total: \$	5,000.00
Idaho State Police Ilets user/Access fee	\$	7,356.25	W.M Smith and Associates, Inc. SP Acid Rite	\$	3,758.40			
Moore Elia Kraft & Stacey, LLP Professional Services	\$	5,061.00	L.N. Curtis & Sons Turnout coat and parts	\$	4,181.30		ACH Wells Fargo	
Total: \$	255,581.39		Core & Main 2" restock of brass	\$	3,149.23			
			Horizon Distributors, Inc. Irrigation	\$	4,151.98		Capital Outlay- Improvements	
			L.N. Curtis & Sons 8 sets of turnout pants and jacket	\$	33,304.00	Apollo, Inc. Pay App #1 for WRF IPS Replacement Project	\$	676,352.50
			Oxarc, Inc. SO2 Chlorine & Sodium Hypochlorite	\$	4,050.98	Youmans Excavation Service, LLC Washington St Sewer Replacement	\$	19,800.00
			TreviPav Generator for #1-14 (Collections)	\$	6,104.99	Alta Science and Engineering, Inc. Progress Report #33 for South Main Pedestrian Underpass TAP Design	\$	30,849.57
			Total: \$	157,228.37		Design West Architects ECP Stage Consulting Services Pay app #5	\$	5,816.00
						J-U-B Engineering, Inc. Prof. Services for WRF Effluent Filtration, Dewatering System	\$	75,813.00
						& Disinfection Improvements - June 2026 J-U-B Engineering, Inc.	\$	9,086.09
						WRF Facility Improvements - IPS Replacement - TO#25 June 2026 LaRiviere, Inc.	\$	78,912.64
						Pay App #1 for North & South Mountain View Pedestrian Improvements Project Heart of the Arts, Inc.	\$	10,390.00
						1912 Center Concrete Acrylic Overlay Alliance Title & Escrow	\$	14,814.31
						Doug Gadwa Administrative Settlement for 1400 Sand Road ROW - Sand Road Bridge Project 2026 Integrity Inspection Solutions, Inc.	\$	30,250.00
						MH Repair Youmans Excavation Service, LLC	\$	11,350.00
						Garfield Sewer Replacement Total: \$	963,434.11	
								</

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 10, 2026



AGENDA ITEM TITLE

South HWY 95 Pathway Extension - Bid Results & Contract Award (ACTION ITEM) - Luke Hajda

RESPONSIBLE STAFF

Luke Hajda, Civil Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

The South HWY 95 Pathway Extension Project connects the existing sidewalk (adjacent to US-95) on the southern edge of Moscow with an existing shared-use path on Reisenauer Rd (adjacent to the Schweitzer Engineering Laboratories property). This project will excavate an existing berm (previously the roadbed of Reisenauer Rd prior to the Idaho Transportation Department's realignment project) and construct a ten-foot wide shared-use path. Also included in the project scope are minor adjustments to the existing stormwater facility and sidewalk replacement. The City conducted a semi-formal request for bids and sent this request to six contractors on July 16, 2026, and the Engineer's Estimate was \$145,449.00. The City received one bid from Motley-Motley, Inc. of Pullman, WA in the amount of \$141,263.70. A bid tabulation is included in the packet.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the bid from Motely-Motley. Inc, award the contract in the amount of \$141,263.70 and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff with further direction.

STAFF RECOMMENDATION

Staff recommends acceptance of the bid from Motley-Motley, Inc., award the contract in the amount of \$141,263.70 and to authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

OTHER RESOURCES

FISCAL IMPACT

Funds for this project will be expended from capital accumulation in Streets Roadway Improvement Program (350-150-770-83)

PERSONNEL IMPACT

Engineering Division staff will administer construction contract and inspection.

ATTACHMENTS

1. South HWY 95 Path Extension Bid Tabulation
2. Construction Agreement- South HWY 95 Path Extension 2026_final with attachements

**South HWY 95 Path Extension Project
Bids Opened 7/23/2026**

Item No.	Item Description	Qty.	Unit	Engineers Estimate		Bid From:	
				Unit Price	Amount	Motley-Motley INC. Price	Total
1	Mobilization	1.0	LS	\$13,000.00	\$13,000.00	\$4,745.00	\$4,745.00
2a	Excavation	60.0	CY	\$65.00	\$3,900.00	\$162.50	\$9,750.00
2b	Excavation, Stockpile & Placement	89.5	CY	\$40.00	\$3,580.00	\$214.50	\$19,197.75
3	Remove / Dispose Bituminous Surface	28.0	SY	\$50.00	\$1,400.00	\$104.00	\$2,912.00
4	Construct Concrete Curb (Type B)	100.0	LF	\$65.00	\$6,500.00	\$80.75	\$8,075.00
5	Construct Concrete Sidewalk	7.0	SY	\$140.00	\$980.00	\$132.25	\$925.75
6	Construct Concrete Pedestrian Ramp	50.5	SY	\$200.00	\$10,100.00	\$144.25	\$7,284.63
7	Install HMA Patching	6.5	TON	\$375.00	\$2,437.50	\$338.75	\$2,201.88
8	Install Cast Iron Truncated Dome	68.0	SF	\$50.00	\$3,400.00	\$153.25	\$10,421.00
9	12" HDPE Storm Sewer Pipe	40.0	LF	\$140.00	\$5,600.00	\$111.75	\$4,470.00
10	24" HDPE Storm Sewer Pipe	43.0	LF	\$250.00	\$10,750.00	\$147.75	\$6,353.25
11	Storm Manhole (6' Diameter)	1.0	EA	\$10,000.00	\$10,000.00	\$6,625.00	\$6,625.00
12	Adjust Utility	1.0	EA	\$800.00	\$800.00	\$482.00	\$482.00
13	3/4" (-) Crushed Base Rock	300.0	TON	\$85.00	\$25,500.00	\$61.25	\$18,375.00
14	Install 1/2 Superpave HMA	114.0	TON	\$220.00	\$25,080.00	\$203.25	\$23,170.50
15	Subgrade Separation Geotextile	797.0	SY	\$7.00	\$5,579.00	\$3.60	\$2,869.20
16	Inlet Protection	1.0	EA	\$130.00	\$130.00	\$190.25	\$190.25
17	Silt Fence	1355.0	LF	\$7.50	\$10,162.50	\$4.40	\$5,962.00
18	Remove & Reset Sign	1.0	EA	\$250.00	\$250.00	\$692.50	\$692.50
19	Traffic Control	1.0	LS	\$6,300.00	\$6,300.00	\$6,560.00	\$6,560.00
				TOTAL	\$145,449.00	TOTAL	\$141,262.70

Disclaimer: Please see IB-4 Preparation and Delivery of Proposal - If any discrepancies exist between the Unit Prices and Total Price or Bid Amount Total, the City will use the Unit Prices and calculate a corrected Bid Total.

**CONSTRUCTION AGREEMENT
FOR THE SOUTH HWY 95 PATH EXTENSION PROJECT
BETWEEN CITY OF MOSCOW, IDAHO
AND MOTLEY-MOTLEY, INC**

THIS CONSTRUCTION AGREEMENT FOR THE SOUTH HWY 95 PATH EXTENSION PROJECT BETWEEN CITY OF MOSCOW, IDAHO, AND MOTLEY-MOTLEY, INC. (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 MOTLEY-MOTLEY, INC, 6901 State Route 270, Pullman Washington, 99163 (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: South HWY 95 Path Extension - 2026, City of Moscow Project No.117-023, Attachment "A" consisting of 130 pages;
2. Bid Proposal of CONTRACTOR, dated July 23, 2026, Attachment "B", consisting of 4 pages;
3. Performance and Payment Bonds and Insurance Certificates; and
4. Change Orders, which may be delivered or issued after the effective date of this Agreement.

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

ARTICLE 2. WORK

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

SOUTH HWY 95 PATH EXTENSION - 2026

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially complete on or before October 30, 2026, 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 One Hundred Forty-One Thousand, Two Hundred Sixty-Three Dollars and Twenty Cents (\$141,263.20), as submitted by CONTRACTOR. In no event shall the Contract amount exceed CONTRACTOR's bid amount of (\$141,263.20), 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:

Motley-Motley, Inc.
Frank J. Motley
6901 SR 220
Pullman, WA 99163

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 or due to a change in law, 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.

SECTION 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.

SECTION 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, Frank J. Motley, 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 Motley-Motley, Inc. to this Agreement. If I am signing this document utilizing a digital signature, I understand that my digital signature is valid and binding upon me to the same force and effect as a handwritten signature.

CONTRACTOR:

Motley-Motley, Inc.

Frank J. Motley, President

CITY:

City of Moscow, Idaho

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

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



COMMUNITY DEVELOPMENT ENGINEERING DIVISION

DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:

SOUTH HWY 95 PATH EXTENSION - 2026

CITY OF MOSCOW PROJECT NO. 117-023

DRAFT

CITY OF MOSCOW, IDAHO

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

Plans, Specifications and Proposal

SOUTH HWY 95 PATH EXTENSION - 2026

CITY OF MOSCOW PROJECT NO. 117-023



**CITY ENGINEER:
SCOTT BONTRAGER, P.E.**

DRAFT

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INVITATION TO BID

The City of Moscow, Idaho is accepting electronic bids to be submitted to the Community Development Building (Engineering Division) at 504 South Washington Street, Moscow, Idaho 83843, and clearly marked “**Bid Enclosed –SOUTH HWY 95 PATH EXTENSION PROJECT - 2026**” until **3:00 p.m.**, prevailing local time, **Thursday, July 23, 2026**, for the following project:

SOUTH HWY 95 PATH EXTENSION - 2026

This project consists of but not limited to the construction of HMA pathway, storm system improvements, including 12 and 24” HDPE pipe installation, storm sewer manhole installation, sidewalk, pedestrian ramp, to include cast iron truncated domes, slope modification, connection of existing pathway near the SEL property on Reisenauer Rd to existing sidewalk on US-95 located within the city of Moscow. All work shall be completed as shown on the construction plans and as described in these specifications.

Any objections to the contents or terms of the Specifications shall be raised one (1) day prior to bid opening or it shall be deemed to have been waived.

Prevailing wages are not required on this project.

Proposal Guarantee (Bid bond) is not required with bid submittal.

Contractor shall furnish a sealed, written and signed bid (on Bid Proposal form) to perform this work to the Capital Projects Administrative Assistant, Britany Luft. **Bids must be submitted by e-mail to bluft@ci.moscow.id.us** by 3:00 p.m., prevailing local time, Thursday, July 23, 2026. All responders will be notified of results by e-mail by Monday, July 27, 2026.

Questions should be directed to Luke Hajda, City of Moscow Engineering Division, 504 South Washington Street, Moscow, ID. Phone 208-883-7029 or Email: lhajda@ci.moscow.id.us

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

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 South Hwy 95 Path Extension - 2026, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, 504 South Washington, Haddock Building, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that they have received or made themselves aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. Proposal Guarantee (Bid bond) is not required with bid submittal.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Engineer.
8. The undersigned, as a bidder, acknowledges that Addenda Number _____ through _____ have been delivered to them and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.

10. The undersigned holds Idaho Public Work's License Number _____.

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

<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 SOUTH HWY 95 PATH EXTENSION - 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

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$	\$
2.A.	Excavation	60 CY	\$	\$
2.B.	Excavation, Stockpile and Placement	89.5 SY	\$	\$
3.	Remove / Dispose Bituminous Surface	28 SY	\$	\$
4.	Construct Concrete Curb Type 'B'	100 LF	\$	\$
5.	Concrete Sidewalk	7 SY	\$	\$
6.	Concrete pedestrian Curb Ramp	50.5 SY	\$	\$
7.	Hot Mix Asphalt Patching	6.5 TON	\$	\$
8.	Cast Iron Truncated Domes	68 SF	\$	\$
9.	Install 12" Storm Sewer Pipe	40 LF	\$	\$
10.	Install 24" Storm Sewer Pipe	43 LF	\$	\$
11.	Install Storm Manhole (6' Diameter)	1 EA	\$	\$
12.	Adjust Utility	1 EA	\$	\$
13.	¾" (-) Crushed Aggregate Base	300 TON	\$	\$
14.	½" Superpave HMA Pavement	114 TON	\$	\$
15.	Subgrade Separation Geotextile	797 SY	\$	\$
16.	Inlet Protection	1 EA	\$	\$
17.	Silt Fence	1355 LF	\$	\$
18.	Remove and Reset Signs	1 EA	\$	\$

20. Traffic Control

1 LS \$ _____ \$ _____

Bid Total \$ _____

Firm Name of Bidder

Signature of Bidder

Official Title

Bidders Mailing Address

Public Works License No.

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____

This ____ day of _____, 2026

**CONSTRUCTION AGREEMENT
FOR SOUTH HWY 95 PATH EXTENSION
BETWEEN CITY OF MOSCOW, IDAHO
AND COMPANY**

THIS CONSTRUCTION AGREEMENT FOR SOUTH HWY 95 PATH EXTENSION BETWEEN CITY OF MOSCOW, IDAHO, AND COMPANY (hereinafter "Agreement"), dated this ____ day of _____, 2024, 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"):

WITNESSETH:

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

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

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through seven (7) and the following:

1. Drawings, Specifications and Proposal for: Project Name, City of Moscow Project No. Project Number, Attachment "A" consisting of # of pages pages;
2. Bid Proposal of CONTRACTOR, dated date, 2024, Attachment "B", consisting of # of pages pages;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addenda, if applicable, Attachment "C", consisting of # of pages pages; and
5. Change Orders, which may be delivered or issued after the effective date of this Agreement.

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

**ARTICLE 2.
WORK**

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

South Hwy 95 Pathway Extension - 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 Dollars (\$), as submitted by CONTRACTOR. In no event shall the Contract amount exceed CONTRACTOR's bid amount of Dollar Amount Dollars (\$), unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

**ARTICLE 5.
TERMINATION**

Termination provisions are governed by the attached Contract Documents.

**ARTICLE 6.
INDEPENDENT CONTRACTOR**

The Parties warrant by their signatures that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the Parties

hereto that CONTRACTOR is an independent contractor and, as such, neither CONTRACTOR nor CONTRACTOR's employees, agents, representatives or subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 7. SCOPE OF SERVICES

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

ARTICLE 8. HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 9. CONFLICT OF INTEREST

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

ARTICLE 10. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 11. LICENSES AND ADHERENCE TO LAW REQUIRED

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

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

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

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

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

Anti-Boycott of Certain Sectors. Pursuant to Idaho Code § 67-2347A, CONTRACTOR certifies that it is not engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company 1) engages in or supports the exploration, production, utilization, transportation, sale or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear power, or agriculture or 2) engages in or

supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302 (2)(d).

ARTICLE 12. EMPLOYMENT DISCRIMINATION

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

ARTICLE 13. LEGAL FEES

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

ARTICLE 14. JURISDICTION, VENUE AND NONWAIVER

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

ARTICLE 15. SPECIAL WARRANTY

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

ARTICLE 16.

COMMUNICATIONS

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

CONTRACTOR:

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. If any part of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement will, nevertheless, remain in full force and effect so long as the remainder of this Agreement is capable of completion.

ARTICLE 19. EXECUTION

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

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

I, Authorized Agent, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I am an authorized agent to bind Company to this Agreement. 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. Additional information relative to the Plans and Specifications may be obtained from the office of the City Engineer.

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

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

IB-4. PREPARATION AND DELIVERY OF PROPOSAL

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

IB-5. PROPOSAL GUARANTY

- A. Proposal Guarantee (Bid bond) is not required with bid submittal.

IB-6. US CITIZEN

- A. The contractor/consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

IB-7. QUALIFICATIONS OF BIDDER

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

IB-8. AWARD OF CONTRACT

- A. The contract will not be awarded until the CITY is satisfied the successful bidder is reasonably familiar with the class of work upon which they have submitted a proposal and has the necessary capital and tools to satisfactorily perform the same. The CITY may request and the bidder must provide the CITY with a current balance sheet and a list of tools owned by the bidder.

- B. Within thirty-five (35) 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 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 August 31, 2026 and shall be substantially completed no later than October 30, 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.

A. The unit price of an item of Unit Price Contract shall be subject to reevaluation and adjustment under the following conditions:

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

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

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

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

GC-10. MAJOR CHANGES

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

GC-11. EXTRA WORK

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

GC-12. MONTHLY PAYMENTS

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

1. Payments that may be earned or due for just claims or labor or materials furnished in and about the work;
2. Defective and/or condemned and/or non-conforming work or materials not remedied;
3. Failure of the Contractor to make proper payments to a subcontractor;
4. Reasonable doubt that this contract can be completed for the balance then unpaid;
5. Damages to another Contractor where there is evidence thereof;
6. Payments that cover all taxes, excises and license fees due the State and its taxing entities whether or not these moneys are yet due and payable.

D. CITY shall have the right, but not the obligation, to disperse and shall have the right to act as agent for the Contractor for the limited purpose of dispersing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. In the event CITY elects to disperse such funds, CITY shall render to the Contractor a proper accounting of all such funds dispersed on behalf of the Contractor. Nothing herein shall create in such party or parties entitled to payment a cause of action against CITY for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall accrue on behalf of the Contractor as a result of CITY's exercise of such right to disperse.

GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES

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

request by the Contractor in writing, either negotiate a termination of the Agreement or grant a further extension of time, whichever shall be agreed.

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

GC-14. ABANDONMENT OF WORK

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

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

GC-15. AUTHORITY OF ENGINEER

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

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

GC-16. PERFORMANCE AND PAYMENT BONDS

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

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

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

been given in writing to CITY and the Engineer not less than fifteen (15) days prior to such action. Contractor shall further cause CITY to be named as an additional insured on all applicable insurance policies.

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

GC-18. PATENT ROYALTIES AND PROCESS FEES

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

GC-19. CONTRACTOR RESPONSIBLE FOR WORK

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

1. Tests and Inspections

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

GC-20. USE OF COMPLETED PORTION

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

GC-21. SIGNATURES

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

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

GC-22. ORDERS TO BEGIN WORK

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

GC-23. ORDER OF WORK

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

GC-24. EFFICIENCY OF OPERATION/LICENSING

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

GC-25. PROTECTION OF WORK AND PROPERTY

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

1. Inform the Engineer in writing of such need; and
 2. Plot the location of such tree on the site plan which is the subject of this Agreement; and
 3. Comply with all permit requirements as set forth in the Community Forest Ordinance, Moscow City Code §5-8-1 et seq.
- C. Any utilities damaged by the Contractor shall be repaired by the Contractor and the Contractor shall be responsible to maintain temporary service until such damage is repaired. The expense of such repair and/or temporary service shall be borne by Contractor, and shall not be the responsibility of CITY.
- D. The Contractor shall provide and maintain temporary sidewalks, warning lights, barricades and other preventive means to safeguard pedestrian and vehicular traffic around the construction, as deemed necessary by CITY.
- E. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to their residence or place of business unless the Contractor has made a special arrangement with the affected persons.
- F. Construction operations and parking of vehicles shall be confined to areas designated by CITY. Contractor shall consult the proper traffic regulatory authorities regarding the routing of trucks and other vehicles, and shall follow the direction of such authorities.
- G. Any structures, tanks, mechanisms or equipment damaged by the Contractor shall be repaired at the Contractors expense. Any fines or penalties incurred by CITY as a result of any damages to the facilities shall be paid or mitigated by the Contractor.

GC-26. RESPONSIBILITY FOR SAFETY

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

GC-27. GUARDS AND BARRICADES

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

GC-28. EXISTING TRAFFIC SIGNS AND FACILITIES

- A. Existing traffic and street name signs which will interfere with construction shall be removed by the Contractor and stored in a safe place. These signs shall not be removed until the Contractor has obtained the consent of the traffic regulatory authorities having jurisdiction and until the necessary measures have been taken to safeguard traffic after the

signs have been removed. Preservation and maintenance of the signs shall be the sole responsibility of the Contractor. As soon as sign location no longer interferes with work, the Contractor shall reset all such signs at locations indicated by the traffic regulatory authorities having jurisdiction, in cooperation with the Engineer and Streets Department. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

GC-29. MAINTAINING POSTAL SERVICE

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

GC-30. EMERGENCY WORK

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

GC-31. SUPERVISION OF WORK

- A. During the progress of the work, the Contractor shall employ a competent superintendent and any necessary assistants at the job site. The superintendent shall not be changed except with the approval of the Engineer (or upon the order of the Engineer should the superintendent be or become unsatisfactory to the Engineer) unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in their employ. The superintendent shall represent the Contractor in the Contractor's absence and all directions given to them shall be as binding as if given to the Contractor. Important directions shall be so confirmed on written request in each case.
- B. The Contractor shall give efficient supervision to the work, using their best skill and attention. they shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Engineer any error, inconsistency or omission which they may discover, but they shall not be held responsible for their existence of discovery.

GC-32. CORRECTION AND COMPLETION OF WORK

- A. Correction of Work before Final Payment:
 - 1. The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Agreement, whether incorporated in

the work or not, and shall re-execute any work condemned by the Engineer as failing to conform to the Agreement, and the Contractor shall promptly replace such non-conforming materials and re-execute such non-conforming work in accordance with the Agreement, such costs of replacement and re-execution to be borne by Contractor at no additional expense to CITY.

2. If the Contractor does not re-execute such non-conforming work and/or remove and replace such non-conforming materials within a reasonable time, fixed by written notice of the Engineer, then and in that event, CITY may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days' time thereafter, CITY may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account to Contractor for the net proceeds thereof, after deducting all the costs and expenses of such removal, storage, sale and repair. Nothing contained herein shall relieve the Contractor from their responsibility to perform the work in accordance with the Contract Documents, nor to reduce the liability of the Contractor to replace such non-conforming materials or re-execute such non-conforming work.

B. Correction of Work after Final Payment:

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

C. Deductions for Uncorrected Work:

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

GC-33. SUBSTITUTES CLAUSE

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

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

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

GC-34. DETAILED BREAKDOWN OF CONTRACT PRICE

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

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

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

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

GC-36. STREET CLEANUP DURING CONSTRUCTION

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

GC-37. CLEANUP

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

GC-38. PROOF OF TAX PAYMENT

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

GC-39. HOLD HARMLESS REQUIREMENT

- A. In addition to other rights granted CITY by the Contract Documents, the Contractor shall indemnify and save harmless CITY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or

omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

GC-40. JURISDICTION AND DISPUTE RESOLUTION

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

GC-41. PERMITS AND LICENSES

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

Community Forestry Ordinance	§5-8-1 et seq.
Building Code	§7-1-1 et seq.
Plumbing Code	§7-1-2 et seq.
Electrical Code	§7-1-3 et seq.
Gas Code	§7-1-4 et seq.
Contractor Licensing Ordinance	§7-16-1 et seq.

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

GC-42. ENVIRONMENTAL MATTERS

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

GC-43. NO THIRD PARTY BENEFICIARIES

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

GC-44. COMPLIANCE WITH GRANT CONDITIONS

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

ENGINEERING SPECIFICATIONS

ES-1. SCOPE OF WORK

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

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

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

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

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

2.1 Traffic Control

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

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

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

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

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

2.2 Right of Way Use Permits

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

2.3 Payment: Traffic Control

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

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

ES-3. MATERIALS

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

ES-4. REMOVALS AND DISPOSALS

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

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

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

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

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

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

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

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

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

ES-5. EARTHWORK

5.1 Excavation

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

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

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

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

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

5.2 Structural Fill

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

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

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

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

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

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

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

5.3 Payment

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

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

ES-6. SUBGRADE SEPARATION GEOTEXTILES

6.1 Materials

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

6.2 Construction Requirements

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

6.3 Payment

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

ES-7. CRUSHED ROCK BASE

7.1 Description

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

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

7.2 Aggregate

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

Sieve Size	Percent Passing
1 inch	100
¾ inch	90 – 100
No. 4	40 – 65
No. 8	30 – 50
No. 200	3 – 9

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

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

Sieve Size	Percent Passing
1-1/2 inch	100
1 inch	90 – 100
½ inch	60 – 80
No. 4	35 – 60
No. 8	25 – 50
No. 30	10 – 30
No. 200	2 – 9

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

7.3 Test Methods

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

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

Idaho T-74

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

Idaho T-74

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

AASHTO T-99

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

WAQTC TM7

7.4 Placing

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

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

7.5 Mixing

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

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

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

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

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

7.6 Shaping and Compaction

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

At the request of the Contractor, the Engineer, or their 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 their 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 their 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 their 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:

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

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

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

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

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

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

11.4 Water

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

11.5 Curing Compound

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

11.6 Air Entraining Admixture

Air entraining admixture shall conform to AASHTO M-154.

ES-12. CONCRETE CONSTRUCTION REQUIREMENTS

12.1 Mixing and Delivery

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

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

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

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

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

12.2 Re-tempering

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

12.3 Placing Concrete

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

12.4 Cold Weather Concreting

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

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

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

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

12.5 Placing in Hot Weather

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

12.6 Finishing Concrete

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

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

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

12.7 Curing Concrete

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

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

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

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

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

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

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

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

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

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

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

ES-13. CONCRETE CURB

13.1 General

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

13.2 Forms

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

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

13.3 Joints

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

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

13.4 Construction Requirements

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

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

13.5 Finishing

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

13.6 Curing

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

13.7 Backfilling

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

13.8 Payment

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

ES-14. CONCRETE SIDEWALK

14.1 General

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

14.2 Gravel Base

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

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

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

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

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

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

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

14.3 Construction requirements

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

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

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

- C. Placing and Finishing Concrete. SLUMP SHALL NOT EXCEED FIVE (5) INCHES. The concrete shall be spread uniformly between the forms and thoroughly consolidated and leveled with an approved 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 their representative, and the tools shall meet with their 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)

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

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

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

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

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

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

15.2 Rolling and Compaction

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

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

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

15.3 Tack Coat

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

15.4 Payment

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

Weight slips in duplicate form shall accompany each load of superpave hot mix asphalt pavement to the construction site. Upon delivery of the material, one copy of the weight slip will be given to the Engineer, or their 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

their 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 their representative, at the job site during delivery of the material. The weight slips will be the only basis of determination of pay quantity for this item.

ES-16. CEMENT CONCRETE PAVEMENT

16.1 General

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

16.2 Aggregates

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

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

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

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

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

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

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

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

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

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

16.3 Curing and Protection

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

16.4 Joint Fillers and Sealants

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

16.5 Air-Entrained Concrete

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

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

AIR CONTENT OF FRESHLY MIXED CONCRETE

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

1-1/2, 2, and 3
3/4 and 1
3/8 and 1/2

5 ± 1
6 ± 1
7-1/2 ± 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 their 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 their 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 their 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 their 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 three quarter-inch minus (3/4"-) crushed rock with reasonable even gradation from coarse to fine and free from excessive dirt or other foreign material.
- B. Granular Material. Granular backfill shall be three quarter-inch minus (3/4"-) crushed basalt conforming to ES-7.
- C. Imported Topsoil. Imported topsoil shall possess friability and a high degree of fertility. It shall be free of clods, roots, gravel and other inert material. It shall be free of quack grass, horsetail and other noxious vegetation and seed. Should such regenerative material be present in the soil, it shall be the responsibility of the Contractor to remove all such growth, both surface and root, which may appear in the planting within one year following acceptance of the job, at their 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 their own estimate of the amount of backfill material required at the trench, so that after normal settlement has occurred, the finished surface will meet the existing grade. Neatly windrow the material over the trench and remove all excess. Any excess or deficiency of backfill material, which becomes apparent after settlement within the warranty period, shall be corrected by regrading, disposing of excess material or adding additional material where required. Remove rocks larger than 2 inches from the upper 8 inches of backfill.

4. Class D Backfill

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

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

5. Class E Backfill

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

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

Approved native excavated material may be used for backfill above the pipe zone in this widened trench. Compaction for all trench backfill, above the pipe zone, shall be 95% minimum of AASHTO T-99. All native backfill shall be placed in (6) six inch maximum lifts and method of compaction shall be only by a (5) five foot minimum wide sheepsfoot roller. Density testing frequency, for this approved native excavated material, will be in excess of that required for the Class 'D' crushed basalt backfill.

6. Class F Backfill

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

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

7. Subsurface Drain Backfill

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

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

Sieve Size	Percent Passing
3"	100
2.5"	95 – 100

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

* All percentages are by weight.

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

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

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

O. Maintenance of Excavated Trench. Maintain the excavated trench between any two successive valved sections of pipeline or as specified in the project Special Provisions until the following operations have been completed, to the satisfaction of the Engineer, for waterline construction: Service connections have been installed, including pressure tap; valves, valve boxes, hydrants and thrust blocks installed, hydrostatic or air testing, sterilization, cleanup and restoration of all physical features, utilities restored to their original condition, or better, and in general, all work required between the two line valves accomplished with the exception of repaving.

P. Maintenance of Trench Backfill. This maintenance shall include, but not be limited to, the addition of crushed rock backfill material to keep the surface of the backfilled trenches reasonably smooth and free from excessive ruts and potholes and suitable for normal traffic flow.

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

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

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

19.7 Payment

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

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

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

Pipe zone backfill is specified under Section ES-20.

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

ES-20. PIPE

20.1 Storm Sewer Pipe

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

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

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

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

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

20.2 Sanitary Sewer Pipe

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

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

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

20.3 Perforated Subsurface Drain Pipe

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

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

The pipe shall be wrapped with a filtering sock.

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

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

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

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

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

1.Perforated Corrugated Plastic Pipe

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

2. Perforated Solid Wall Plastic Pipe

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

20.4 Water Pipe & Ductile Iron Fittings

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

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

20.5 Pipe Laying

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

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

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

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

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

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

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

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

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

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

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

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

*MAXIMUM DEFLECTION PERMITTED (18 FOOT LENGTH PIPE)

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

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

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

G. Anchorage (water pipe)

1. Limiting Pipe Diameter and Degree of Bend

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

2. Thrust Blocking

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

3. Metal Tie Rods

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

20.6 Pipe Testing and T. V. Inspection

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

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

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

If the test indicates that there is excessive leakage in the line the Contractor shall make repairs, at their 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-20.2.
- B. Pipe zone material, unless otherwise specified, shall be three quarter-inch minus (3/4"-) pea gravel, crushed rock, pea gravel, or clean sand.

23.2 Workmanship

- A. The sewer house connections shall be branched from the main sewer line by a Y branch on new mains; by a ROMAC style "CB" saddle on existing sewer mains. Branches shall be placed where indicated on the plans or as ordered by the Engineer, and shall be installed, at a point, above the centerline of the sanitary sewer main.
- B. ROMAC style "CB" saddles shall be furnished and installed by the City and paid for by the contractor.
- C. Sanitary sewer services shall not be connected to manholes.

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

23.3 Basis of Payment

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

ES-24. STREET / ALLEY CUT REPAIR

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

ES-25. EROSION AND SEDIMENT CONTROL

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

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

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

ES-26. STORMWATER RUNOFF CONTROL

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

ES-27. IMPORTED TOPSOIL

27.1 General

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

ES-31. WORKMANSHIP AND CLEAN UP

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

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

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

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

ES-32. MOBILIZATION

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

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

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

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

SPECIAL PROVISIONS

SCOPE

This project consists of but not limited to the construction of HMA pathway, storm system improvements, sidewalk, pedestrian ramps to include cast iron truncated domes connecting existing pathway near the SEL property on Reisenauer Rd to existing sidewalk on US-95 located within the city of Moscow. Storm system improvements will consist of one (1) six foot manhole and forty-five (45) linear feet of 24 inch HDPE Storm Pipe. Installation of forty (40) linear feet of 12 inch HDPE storm pipe at the southern end of the project, and slope modification employing three hundred (300) tons of $\frac{3}{4}$ "(-) crushed base rock. Pathway construction includes installation of approximately one hundred and fifteen (115) tons of HMA and eight hundred (800) square yards of subgrade separation geotextile fabric. This project also includes fifty (50) square yards of five (5) inch thick concrete pedestrian ramp including sixty-eight (68) square feet of cast iron truncated domes. All work shall be completed as shown on the construction plans and as described in these specifications.

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

GENERAL

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

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

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

It shall be the responsibility of the Contractor to notify the Engineer to request an inspection of the base material prior to beginning any paving or concrete operations. Failure to notify the Engineer shall be sufficient grounds to reject all uninspected work and cause its immediate removal. All discrepancies indicated by the Engineer shall be corrected by the Contractor, re-inspected and approved by the Engineer prior to acceptance of work and prior to payment. No claim shall be made for delays or compensation caused by correction of work found unacceptable by the Engineer, including noncompliance with ADA requirements.

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

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

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

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

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

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

SP-1. MOBILIZATION

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

Mobilization cost for subcontracted work shall be considered to be included in the prices bid by the prime contractor.

Measurement and Payment:

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

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

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

SP-1. MOBILIZATION L.S.

SP-2. EXCAVATION

This item consists of all excavation necessary for the construction of sidewalk, pedestrian ramps, or concrete pad **not otherwise paid for under the removal items**. This work includes, but not limited to, excavation and disposal of material necessary to accommodate the placement of six (6) inches of new, compacted base rock beneath the new sidewalk, pedestrian ramps, concrete pad, and four (4) inches of new, compacted base rock beneath new asphalt in accordance with Project Plans, Engineering Specification ES-5, City of Moscow Standard Construction Drawings, and these Specifications.

Excavated materials shall be carefully removed from the job site and disposed of by the Contractor.

A. EXCAVATION

This item consists of all excavation necessary for the construction of sidewalk, pedestrian ramps, or concrete pad **not otherwise paid for under the removal items (where no sidewalk currently exists) or other excavation items**. This work includes, but not limited to, excavation and disposal of material necessary to accommodate the placement of six (6) inches of new, compacted base rock beneath the new sidewalk and thirty (30) inches of new, compacted base rock directly under the restroom in accordance with Project Plans, Engineering Specifications, ES-5, City of Moscow Standard Construction Drawings, and these Specifications.

Excavated materials shall be carefully removed from the job site and disposed of by the Contractor.

B. EXCAVATION, STOCKPILE, AND PLACEMENT OF EXISTING MATERIAL

This item consists of the excavation and stockpile of all suitable existing material excavated. If determined necessary by the Engineer, silt fence shall be installed to prevent erosion from the stockpile.

Existing material shall be compacted to a density of between 85% and 90% of AASHT T99. The Engineer must approve a method of compaction in advance. After raking to a relatively smooth appearance, the finished grade of the existing material shall be ½ inch below the curb/sidewalk elevation. The Contractor will be responsible for removing roots, sod, concrete, stones and other non-organic material from areas to receive existing material and from the existing material as it is being placed. Existing material will be placed approximately six (6) inches thick in most areas and shall be raked to blend into adjacent properties. The Contractor must furnish the appropriate tools and labor to perform an acceptable effort of raking and eliminating debris.

Measurement and Payment:

Measurement and payment for all EXCAVATION items shall be by the cubic yard as shown in the Project Plans. Additional excavation outside the indicated quantities will not be paid without prior approval from the Engineer. The price shall include all costs incurred for materials, labor, equipment and other incidentals costs. Payment shall include all costs incurred including labor, equipment and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-2. A. EXCAVATION C.Y.

SP-2. B. EXCAVATION, STOCKPILE, AND PLACEMENT OF EXISTING MATERIAL.....C.Y.

SP-3. REMOVAL / DISPOSE OF BITUMINOUS SURFACE

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

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

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

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

Measurement and Payment:

Measurement for REMOVE / DISPOSE OF BITUMINOUS SURFACE shall be by the square yard as measured in the field. Payment shall include all costs incurred to remove and dispose of the item including labor, equipment and other incidental costs for each of the following bid items included on the Contractor's Bid Proposal:

SP-3. REMOVE / DISPOSE BITUMINOUS SURFACE S.Y.

SP-4. CONSTRUCT CONCRETE TYPE 'B' CURB

This work shall consist of constructing concrete Type 'B'.

Two (2) No. 4 rebar dowels shall be epoxy embedded a minimum of six (6) inches into abutting sawn curb or curb and gutter. On curb and gutter, one dowel shall be centered (back to face of curb) in the vertical curb section six (6) inches from the bottom of curb, and one shall be centered vertically (top to bottom of gutter section), fifteen (15) inches from the back of curb. On Type A curb the dowels shall be centered front to back of curb, and be located three (3) inches from top and bottom of curb respectively. Dowels shall extend six (6) inches into the new concrete curb and gutter section to be constructed.

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

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

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

Measurement and Payment:

Measurement and payment for CONSTRUCT CONCRETE CURB shall be by the linear foot for Type 'B' Curb and Gutter as measured in the field. Payment shall include all costs incurred to construct the item including labor, equipment and other incidental costs for each of the following bid items included on the Contractor's Bid Proposal:

SP-4. CONSTRUCT CONCRETE TYPE 'B' CURB L.F.

SP-5. CONCRETE SIDEWALK

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

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

Excavation and disposal of material necessary to accommodate the placement of six (6) inches of new compacted base rock beneath the sidewalk is considered incidental to the removal items. The rock shall be compacted to 95% of standard density as determined by AASHTO T-99.

Backfill of lawn areas adjacent to new sidewalks shall be topsoil as specified in these specifications, and shall be hand raked to conform to the adjacent properties. Topsoil backfill and labor shall be considered incidental to **SP-5**.

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

Measurement and Payment:

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

SP-5. CONCRETE SIDEWALK..... S.Y.

SP-6. CONCRETE PEDESTRIAN CURB RAMP

This work shall consist of the installation of five (5) inch thick pedestrian curb ramps with six (6) inch thick aggregate base course as shown in the Contract Plans and in accordance with the ES-14, and these Specifications.

Excavation and disposal of material necessary to accommodate the placement of six (6) inches of new compacted base rock beneath the sidewalk is considered incidental to the removal items. The rock shall be compacted to 95% of standard density as determined by AASHTO T-99.

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

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

It is the Contractor's responsibility to adhere to the Americans with Disabilities Act (ADA). The standards to which pedestrian facilities must be in compliance with is found in the Public Rights-Of-Way Accessibility Guidelines (PROWAG) <http://www.access-board.gov/>. The contract documents are intended to assist the Contractor in constructing ADA compliant pedestrian facilities. It is the Contractor's sole responsibility to construct pedestrian routes in compliance with the accessibility standards of the ADA. Any concrete pedestrian ramp found to be out of compliance with the ADA requirements shall be replaced at the Contractor's expense.

Measurement and Payment:

Measurement for CONCRETE PEDESTRIAN CURB RAMP shall be by the square yard (at the thickness described above) as measured in the field. Measurements shall include all ramped areas, landing areas, and, if determined necessary by Engineer, transition pieces tying the top of the new ramp into existing sidewalk. Payment shall include all costs incurred to construct this item including labor, materials, equipment, and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-6. CONCRETE PEDESTRIAN CURB RAMP..... S.Y.

SP-7. HOT MIX ASPHALT PATCHING

This work shall consist of paving back removed bituminous surfaces with hot mix asphalt pavement as shown in the Contract Plans and in accordance with ES-15 and these Specifications. This work shall take place after the aggregate base grade and compaction adjacent to curb are approved by the Engineer. This item shall consist of minimum two lifts of one half (1/2) inch Superpave HMA pavement surface course as specified in ES-15. Each lift shall not exceed three (3) inches of compacted depth.

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

Measurement and Payment:

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

SP-7. HOT MIX ASPHALT PATCHING TON

SP-8. CAST IRON TRUNCATED DOMES

This work shall consist of furnishing and installing Truncated Domes (detectable warning surfaces) at pedestrian curb ramps in compliance with the Public Rights-of-Way Accessibility Guidelines and as shown on the attached **Special Drawings**. All work shall be in conformance with the most current ADA requirements.

The truncated domes shall be pressed firmly into the concrete to the point that concrete fills the vent holes on the truncated dome plates. Any swelling of the concrete that occurs around the truncated domes must be screeded off and the surrounding concrete shall be finished flush with the truncated dome plate edge. The finished installation of the truncated domes plates and the ramp surface plane shall have no surface deviations over 3/16 inches.

Truncated domes shall be **CAST IRON** in color and material. **The panels shall be ordered and installed to the width of the pedestrian curb ramp; splicing of multiple warning surface panels shall not be allowed unless approved by the Engineer.**

Measurement and Payment:

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

SP-8. CAST IRON TRUNCATED DOMES S.F.

SP-9. INSTALL 12" STORM SEWER PIPE

This work shall consist of, but not limited to, the installation of twelve (12) inch HDPE storm sewer pipe. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified backfill, and connections to complete the work. Pipe material shall be HDPE (High Density Polyethylene) AASHTO M 294, smooth-walled interior, silt-tight corrugated for fifteen (15) inch pipe, or approved alternatives. **Lateral Connections for HDPE shall be ADS Inserta Tee or approved equivalent.** The pipe shall be set at specified depths as shown in the Project Plans. Three-quarter inch (3/4") minus crushed rock must be laid and compacted to 95% of

AASHTO T-99 maximum density four (4) inches underneath the pipe. Pipe zone shall be filled with 95% compacted Three-quarter inch (3/4") minus crushed rock in lifts not to exceed six (6) inches of depth. The pipe must have a minimum gradient of 0.2% in order to produce a half-full pipe velocity of two (2) feet per second unless, otherwise approved by the Engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-7, ES-19, ES-20, ES-23, and the Standard Drawings.

Backfill for this work shall be incidental to the installation of 12" Storm Sewer Pipe.

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

Measurement and Payment:

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

SP-9. A. INSTALL 18" STORM SEWER PIPE..... L.F.

SP-10. INSTALL 24" STORM SEWER PIPE

This work shall consist of, but not limited to, the installation of twenty-four (24) inch HDPE storm sewer pipe. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified backfill, and connections to complete the work. Pipe material shall be HDPE (High Density Polyethylene) AASHTO M 294, smooth-walled interior, silt-tight corrugated for fifteen (15) inch pipe, or approved alternatives. **Lateral Connections for HDPE shall be ADS Inserta Tee or approved equivalent.** The pipe shall be set at specified depths as shown in the Project Plans. Three-quarter inch (3/4") minus crushed rock must be laid and compacted to 95% of AASHTO T-99 maximum density four (4) inches underneath the pipe. Pipe zone shall be filled with 95% compacted Three-quarter inch (3/4") minus crushed rock in lifts not to exceed six (6) inches of depth. The pipe must have a minimum gradient of 0.2% in order to produce a half-full pipe velocity of two (2) feet per second unless, otherwise approved by the Engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-7, ES-19, ES-20, ES-23, and the Standard Drawings.

Backfill for this work shall be incidental to the installation of 24" Storm Sewer Pipe.

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

Measurement and Payment:

Installation of INSTALL 24" STORM SEWER PIPE (CLASS A BACKFILL) and 24" STORM SEWER PIPE (CLASS D BACKFILL) shall be paid by the linear foot as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, backfill, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-10. A. INSTALL 24" STORM SEWER PIPE..... L.F.

SP-11. STORM MANHOLE (6' DIAMETER)

This work shall consist of, but not limited to, the installation of a City of Moscow storm manhole and connection to any accompanying pipe. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-18, ES-19, ES-23, and the Standard Drawings.

Steps shall not be installed in manhole. Manhole shall have a flat (level) bench. Cover shall have the raised letters "STORM" as per City of Moscow Standard Construction Drawings

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

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

Measurement and Payment:

Measurement and payment for STORM MANHOLE shall be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, ring, risers, cover, backfill, connection to accompanying pipe, necessary couplings, and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-11. STORM MANHOLE..... EACH

SP-12. ADJUST UTILITY

This work shall consist of, but not limited to, the adjustment of valves, junction boxes, and other miscellaneous utility boxes to grade, as established by the Engineer. Utilities shall be adjusted in accordance with the Project Plans, Engineering Specification ES-17, and the Standard Drawings.

Valve boxes, casings, meter boxes, junction boxes and covers shall be reset in a careful and workmanlike manner to conform to the new grade. Special care shall be exercised in all operations in order not to damage the structures, equipment or water mains. Any damage occurring to the valves or water mains, due to the contractor's operation, shall be repaired at the contractor's expense.

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

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

Measurement and Payment:

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

SP-12. ADJUST UTILITY EACH

SP-13. 3/4" (-) CRUSHED AGGREGATE BASE

This work shall consist of, but not limited to, the installation of crushed aggregate base not included under SP-4, SP-5, SP-6, SP-9, and SP-10, and in these specifications. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-7, and the Standard Drawings.

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

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

Measurement and Payment:

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

SP-13. 3/4" (-) CRUSHED ROCK BASE TON

SP-14. 1/2" SUPERPAVE HMA PAVEMENT

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

Engineer and a 2-inch lift of 1/2" SUPERPAVE HMA PAVEMENT as specified in the City of Moscow Standard Specification ES-15 SUPERPAVE HOT MIX ASPHALT and shown on the plans.

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

A tack coat shall be applied at all edges where the new asphalt surface joins the existing pavement and/or curb according to City of Moscow Standard Specification ES-15 SUPERPAVE HOT MIX ASPHALT. Tack coat shall not be applied when surface or weather conditions would prevent proper adhesion. All objects adjacent to the areas to be tacked, including curbs, shall be adequately protected from over spray from the distributor. The Contractor shall satisfactorily repair any discolored surfaces.

Measurement and Payment

Measurement for 1/2" SUPERPAVE HMA PAVEMENT shall be by the ton, as determined by weigh slips, and complete with all necessary compaction. The Contractor will be responsible for furnishing weigh slips to the Engineer upon delivery to the project. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment and incidentals necessary to do the work for:

SP-14. 1/2" SUPERPAVE HMA PAVEMENT TONS

SP-15. SUBGRADE SEPARATION GEOTEXTILE

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

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

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

The area to be covered shall be graded to a smooth uniform condition free of obstacles, depressions, and debris. The geotextile shall be spread immediately ahead of the covering operation. The geotextile shall not be dragged on the ground or mishandled in any way. The

geotextile shall be placed loosely and without wrinkles so that placement of the overlying material will not tear the geotextile. The geotextile shall be lapped or sewn, as specified, at the ends and sides of adjoining sheets. The cover material shall be placed on the geotextile in such a manner that a minimum of six inches of material will be between the vehicle of equipment tires or tracks and the geotextile at all times.

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

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

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

Measurement and Payment:

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

SP-15. SUBGRADE SEPARATION GEOTEXTILE S.Y.

SP-16. INLET PROTECTION

This work consists of, but not limited to, installing and maintaining inlet protection below or above, or as a prefabricated cover at each inlet grate prior to the beginning of any construction. The installation shall be completed in accordance with the Project Plans, Engineering

Specifications, ES-25, ES-26, City of Moscow Standard Construction Drawings, and these Specifications.

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

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

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

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

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

Measurement and Payment:

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

SP-16. INLET PROTECTION EACH

SP-17. SILT FENCE

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

The silt fence shall consist of a product manufactured for the specific purpose of controlling sediment discharge. Installation shall be performed in accordance with Specification ES-25. The installation shall be maintained for the duration of the project until vegetation has reestablished to the satisfaction of the Engineer.

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

Measurement and Payment:

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

SP-17. SILT FENCE..... L.F.

SP-18. REMOVE AND RESET SIGNS

Removed signs shall be stored in a protected location, by the Contractor, at no expense to the City, for the duration of the project. Signs shall be inspected and approved by the Engineer or their representative prior to installation, signs damaged during removal or storage may be cause for rejection by the Engineer or their representative. Rejected signs will be replaced at the Contractors expense. Signs which are not shown to be replaced on the Project Plans shall be salvaged, salvaged signs are the property of the City unless otherwise indicated. The work shall be in accordance with the Project Plans, Engineering Specifications and the Standard Drawings.

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

Measurement and Payment:

REMOVE AND RESET SIGNS will be measured per each for each device furnished and installed on the project. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-18. REMOVE AND RESET SIGNS..... EACH

SP-19. TRAFFIC CONTROL

This item shall consist of furnishing all necessary materials, labor, equipment and incidentals necessary to adequately sign, flag and direct vehicular traffic and pedestrians through or around the project. Traffic control must conform to the requirements of ES-2, the Manual on Uniform Traffic Control Devices (MUTCD), ITD's Standard Specifications for Highway Construction, and these Specifications. Initiation of the traffic control plan will require five (5) days prior notification of the City.

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

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

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

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

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

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

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

Measurement and Payment:

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

SP-19. TRAFFIC CONTROL.....L.S.

APPENDIX I

PROJECT DRAWINGS

DRAFT

INDEX TO SHEETS	
SHEET NO.	DESCRIPTION
1	TITLE
2-3	REMOVALS
4-7	INSTALLS
8-9	TRAFFIC CONTROL
10-12	DETAILS

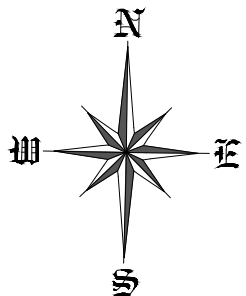
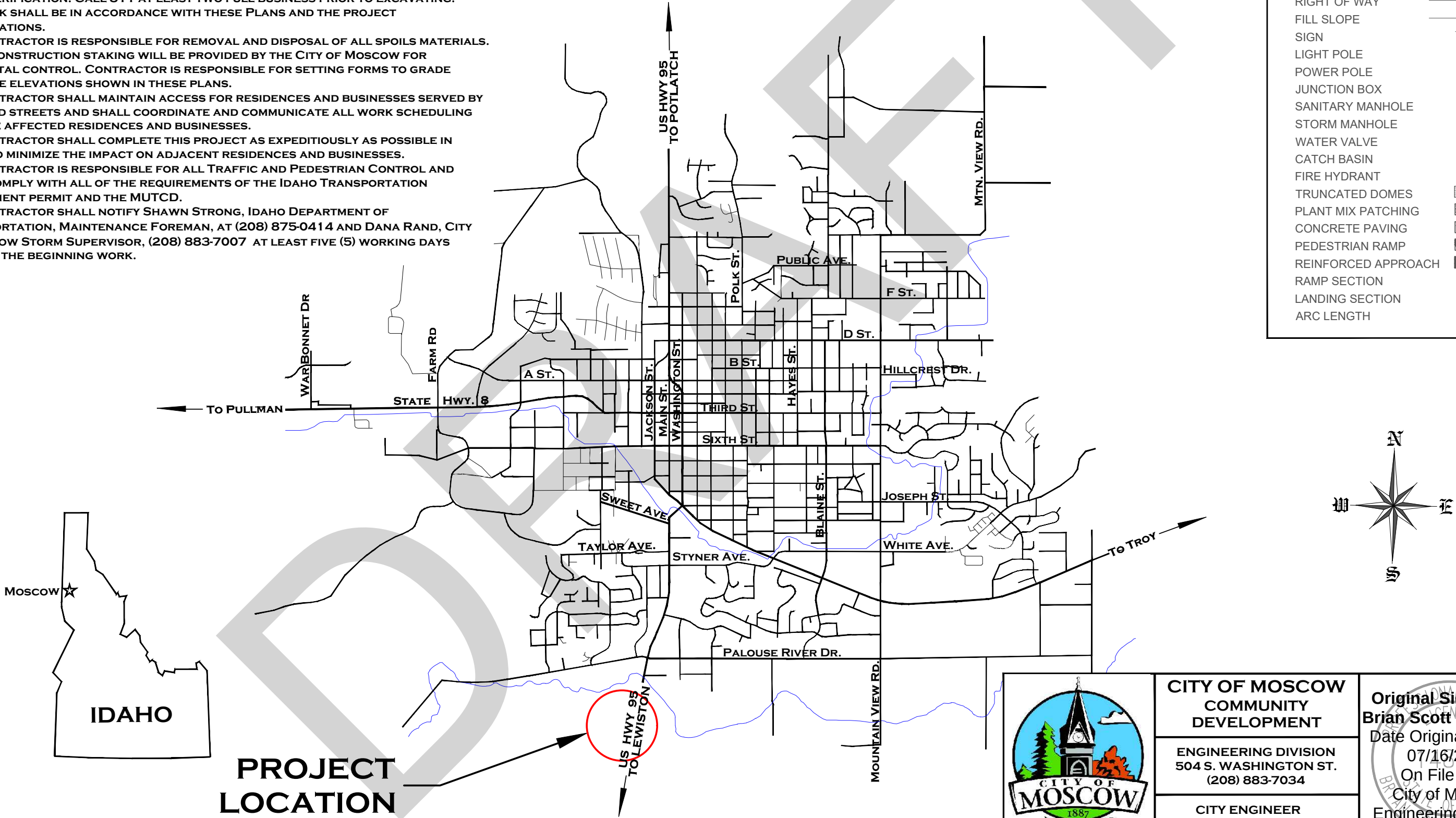
CITY OF MOSCOW

SOUTH HWY 95 PATH EXTENSION

PROJECT NO. 117-023

- GENERAL NOTES:**
1. THE CONTRACTOR IS RESPONSIBLE FOR UNDERGROUND UTILITY LOCATES AND EXISTENT DEPTH VERIFICATION. CALL 811 AT LEAST TWO FULL BUSINESS PRIOR TO EXCAVATING.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS AND THE PROJECT SPECIFICATIONS.
 3. THE CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL SPOILS MATERIALS.
 4. INITIAL CONSTRUCTION STAKING WILL BE PROVIDED BY THE CITY OF MOSCOW FOR HORIZONTAL CONTROL. CONTRACTOR IS RESPONSIBLE FOR SETTING FORMS TO GRADE USING THE ELEVATIONS SHOWN IN THESE PLANS.
 5. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR RESIDENCES AND BUSINESSES SERVED BY AFFECTED STREETS AND SHALL COORDINATE AND COMMUNICATE ALL WORK SCHEDULING WITH THE AFFECTED RESIDENCES AND BUSINESSES.
 6. THE CONTRACTOR SHALL COMPLETE THIS PROJECT AS EXPEDITIOUSLY AS POSSIBLE IN ORDER TO MINIMIZE THE IMPACT ON ADJACENT RESIDENCES AND BUSINESSES.
 7. THE CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC AND PEDESTRIAN CONTROL AND SHALL COMPLY WITH ALL OF THE REQUIREMENTS OF THE IDAHO TRANSPORTATION DEPARTMENT PERMIT AND THE MUTCD.
 8. THE CONTRACTOR SHALL NOTIFY SHAWN STRONG, IDAHO DEPARTMENT OF TRANSPORTATION, MAINTENANCE FOREMAN, AT (208) 875-0414 AND DANA RAND, CITY OF MOSCOW STORM SUPERVISOR, (208) 883-7007 AT LEAST FIVE (5) WORKING DAYS PRIOR TO THE BEGINNING WORK.

LEGEND	
FIBER OPTIC	FO
COMMUNICATION	FO
GAS	GAS
POWER	P
STORM SEWER	SD (
SANITARY SEWER	SAN (
WATER	W
CURB & GUTTER	
TYPE A CURB	
RIGHT OF WAY	R/W
FILL SLOPE	F
SIGN	
LIGHT POLE	
POWER POLE	
JUNCTION BOX	
SANITARY MANHOLE	
STORM MANHOLE	
WATER VALVE	
CATCH BASIN	
FIRE HYDRANT	
TRUNCATED DOMES	
PLANT MIX PATCHING	
CONCRETE PAVING	
PEDESTRIAN RAMP	
REINFORCED APPROACH	
RAMP SECTION	R
LANDING SECTION	L
ARC LENGTH	C



PROJECT LOCATION



CITY OF MOSCOW
COMMUNITY DEVELOPMENT

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

CITY ENGINEER
SCOTT BONTRAGER

Original Signed By:
Brian Scott Bontrager
Date Original Signed:
07/16/2026
On File With:
City of Moscow
Engineering Division

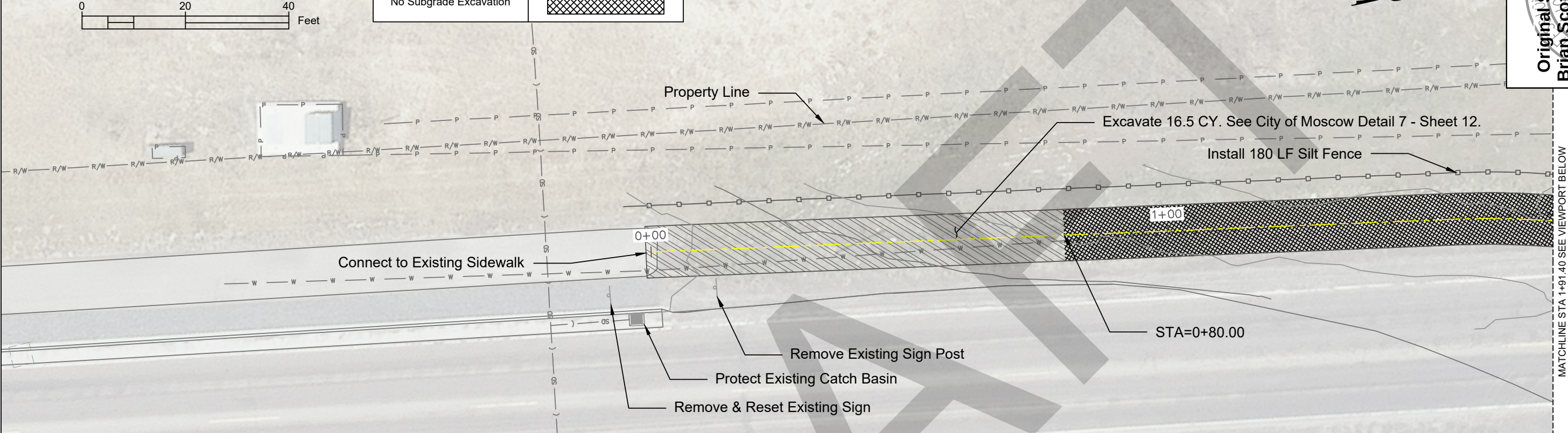
REMOVAL QTYS.		
1.	Excavation	21.5 CY
2.	Remove Sign Post	1 EA
3.	Remove & Reset Sign	1 EA

Legend	
8.5" Depth Excavation	
No Subgrade Excavation	

General Notes

1. Per City of Moscow detail pertaining to pathway, top 2.5" are to be paid under excavation & bottom 6" to be paid under excavation and stockpile

Original Signed By:
Brian Scott Bontrager
Date Original Signed:
05/16/2024
On File With:
City of Moscow
Engineering Division

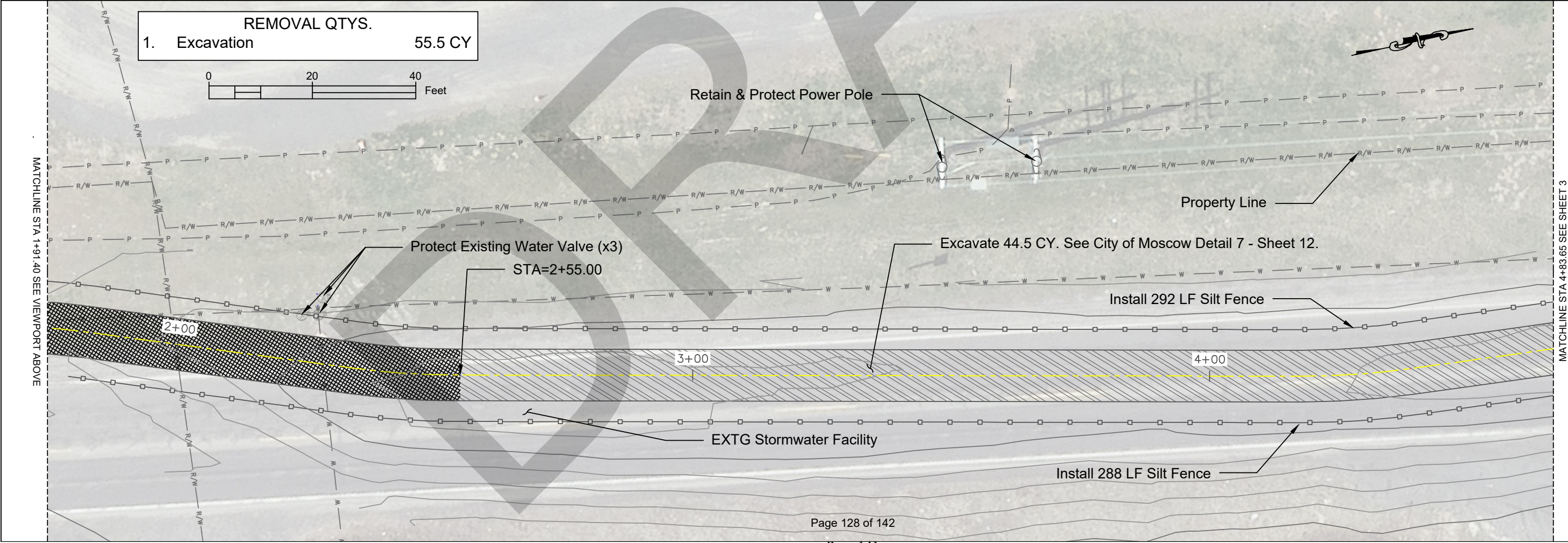


REVISIONS	
CHK'D. BY:	DESCRIPTION
DRAWN BY:	
DATE	
Project No. 117-023	File Name: SEL Pathway Connection.dwt

CITY OF MOSCOW
SOUTH HWY 95 PATH EXTENSION
REMOVAL I
PROJECT NO. 117-023

SCALE: 1" = 20'
DATE: 07/16/2026
DRAWN BY: P. BAUNACH
CHECKED BY: S.B. & L.H.

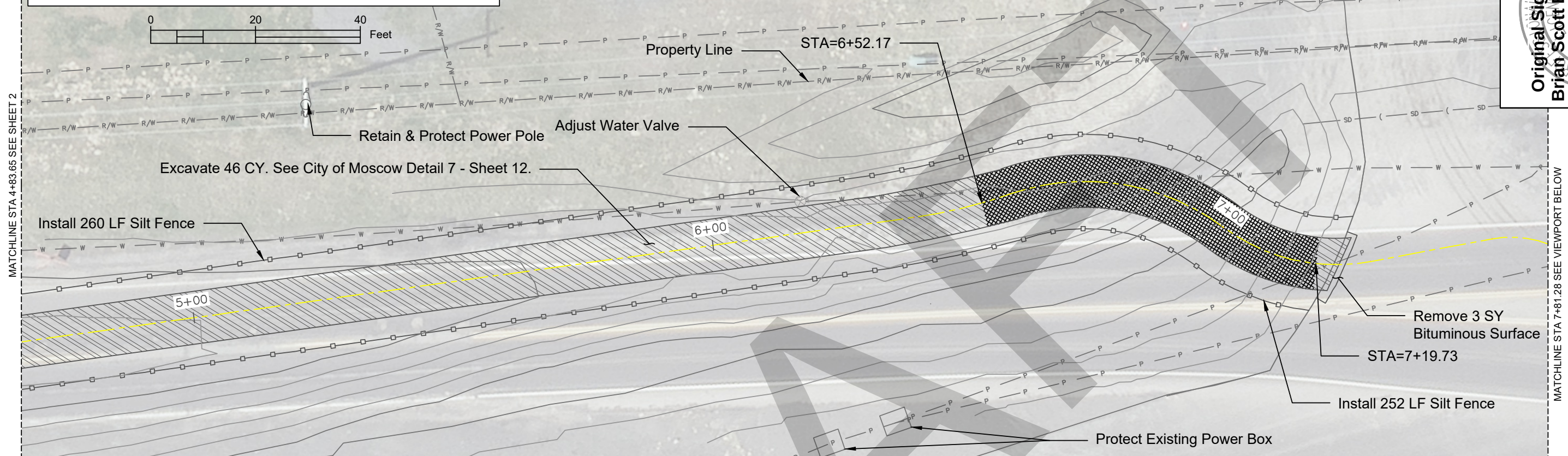
CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO



REMOVAL QTYS.		
1.	Excavation	50 CY
2.	Remove/Dispose Bituminous Surface	3 SY
3.	Adjust Utility	1 EA

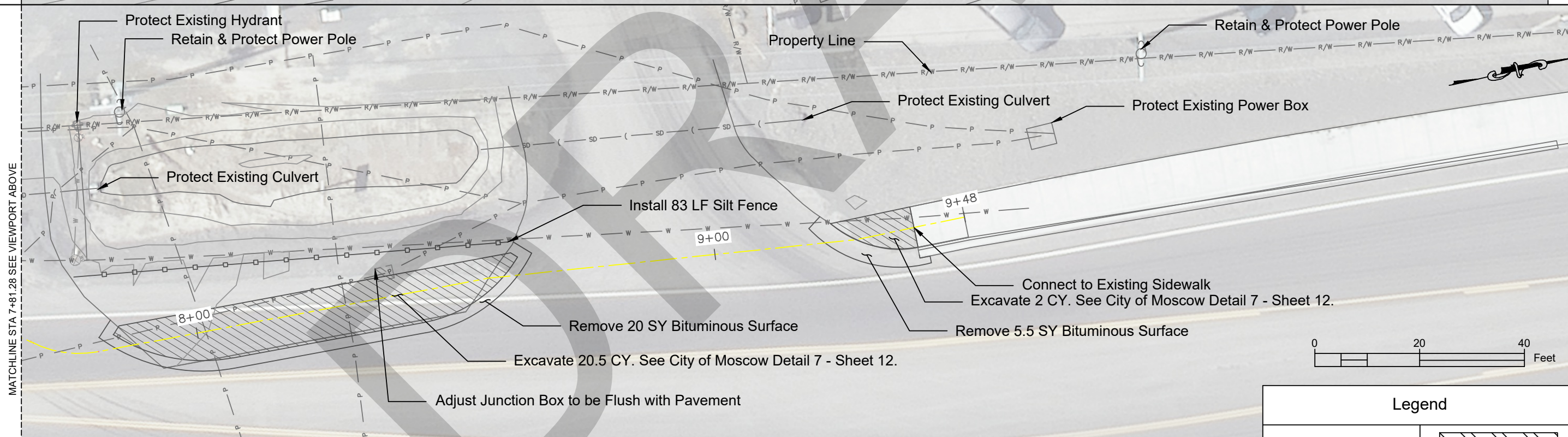
General Notes	
1.	Per City of Moscow detail pertaining to pathway, top 2.5" are to be paid under excavation & bottom 6" to be paid under excavation and stockpile

Original Signed By:
Brian Scott Bontrager
Date Original Signed:
05/16/2024
On File With:
City of Moscow
Engineering Division

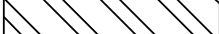
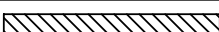
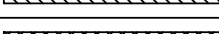


REVISIONS			
DATE	DRAWN BY:	DESCRIPTION	CHK'D. BY:

Project No. 117-023	File Name: SEL Pathway Connection.dwt
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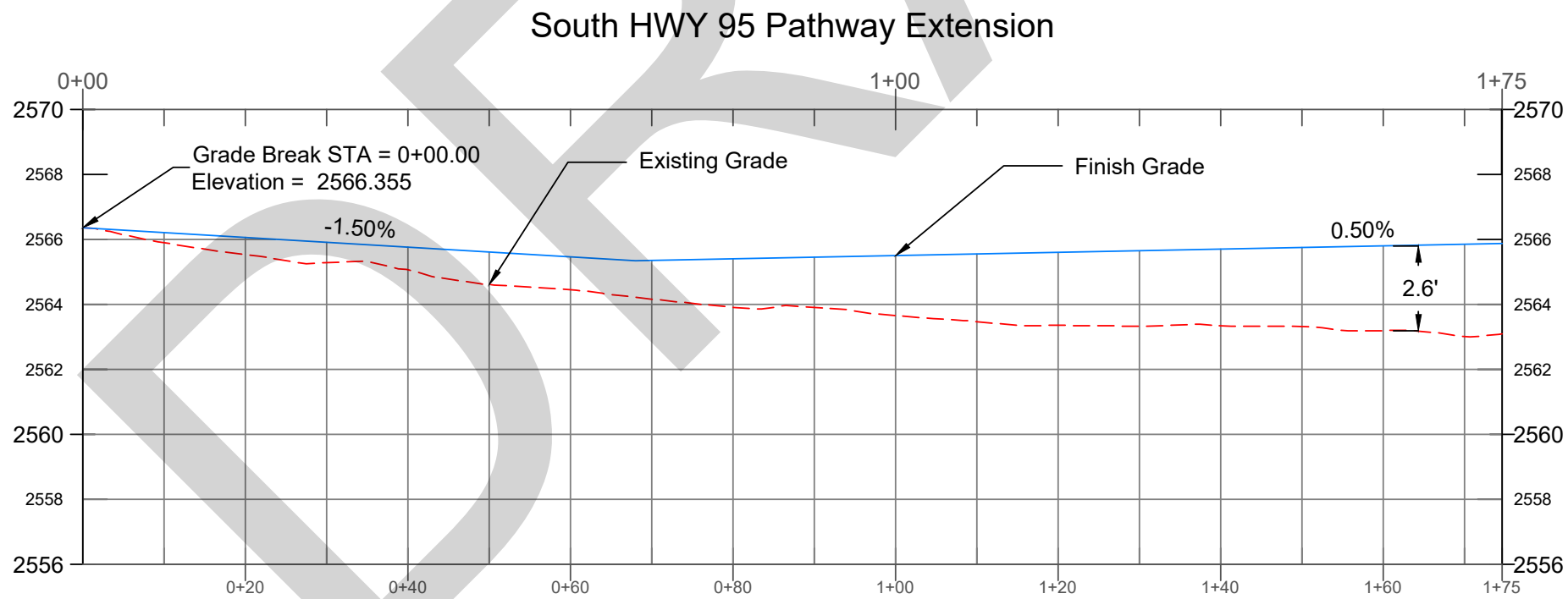
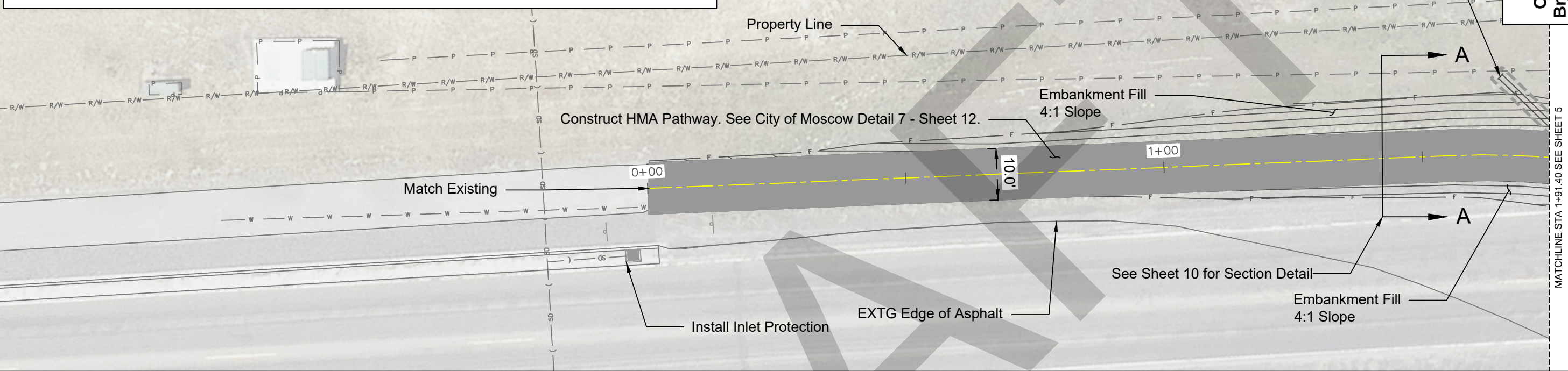
REMOVAL QTYS.	
1. Excavation	22.5 CY
2. Remove/Dispose Bituminous Surface	25.5 SY
3. Adjust Utility	1 EA
4. Install Silt Fence	83 LF

Legend	
8.5" Depth Excavation	
10" Depth Excavation	
No Subgrade Excavation	

- | INSTALLATION QTYS. | | |
|--------------------|--|----------|
| 1. | Install 1/2" Superpave HMA | 27.5 TON |
| 2. | Install 3/4" Crushed Rock Aggregate | 14 TON |
| 3. | Install Inlet Protection | 1 EA |
| 4. | Install Subgrade Separation Geotextile | 194 SY |

General Notes

1. Layout of HMA path shall meet standards from 2024 Guide for Development of Bicycle Facilities



Original Signed By:
Brian Scott Bontrager
Date Original Signed:
05/16/2024
On File With:
City of Moscow
Engineering Division

REVISIONS		
DATE	DRAWN BY:	DESCRIPTION

Project No. 117-023	File Name: SEL Pathway Connection.dwt
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CITY OF MOSCOW
SOUTH HWY 95 PATH EXTENSION
INSTALL I
PROJECT No. 117-023

SCALE: 1" = 20'

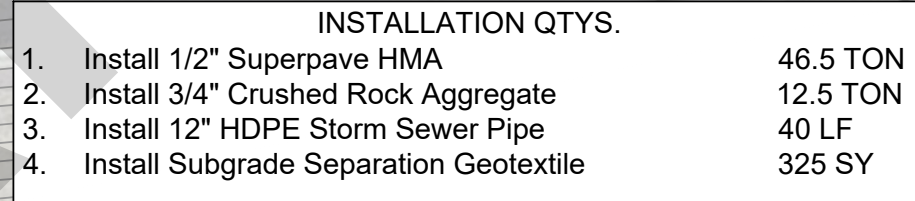
DATE: 07/16/2026

DRAWN
BY: P. BAUNACH

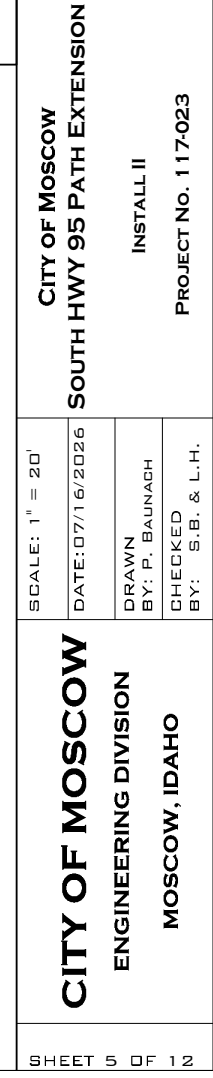
CHECKED
BY: S.B. & L.H.

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

General Notes	
1.	Layout of HMA path shall meet standards from 2024 Guide for Development of Bicycle Facilities



REVISIONS					
DATE	DRAWN BY:	DESCRIPTION	CHK'D BY:		
Project No. 117-023		File Name: SEL Pathway Connection.dwt			



INSTALLATION QTYS.		
1. Install 1/2" Superpave HMA	40.5 TON	
2. Install Concrete Pedestrian Curb Ramp	6 SY	
3. Install Cast Iron Truncated Dome	20 SF	
4. Install 24" HDPE Storm Sewer Pipe	43 LF	
5. Install Storm Sewer Manhole	1 EA	
6. Install 3/4" Crushed Rock Aggregate	24 CY	
7. Install HMA Patching	1 TON	
8. Install Subgrade Separation Geotextile	278.5 SY	

General Notes

1. Layout of HMA path shall meet standards from 2024 Guide for Development of Bicycle Facilities

Original Signed By:

Brian Scott Bontrager

Date Original Signed:

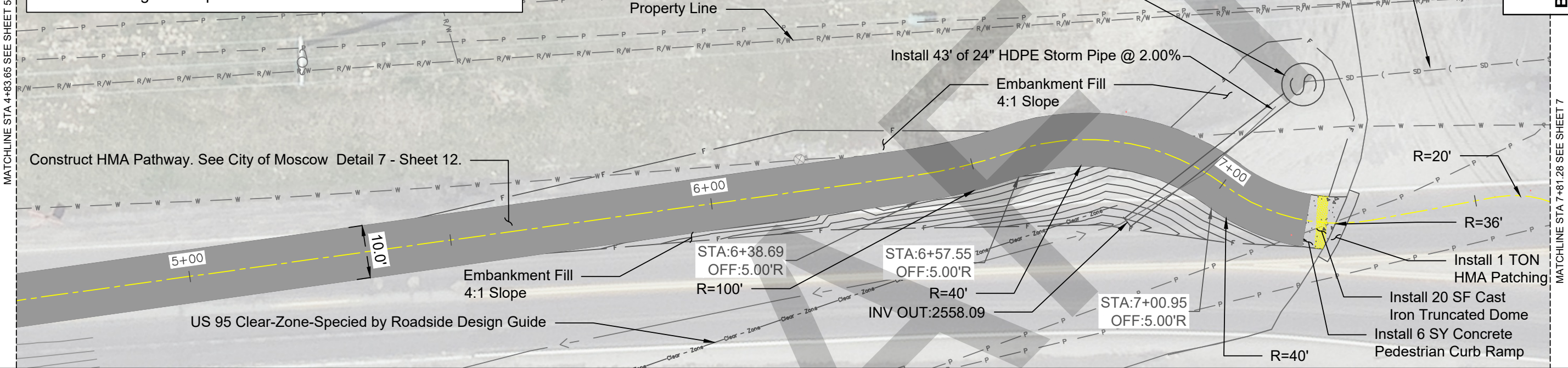
05/16/2024

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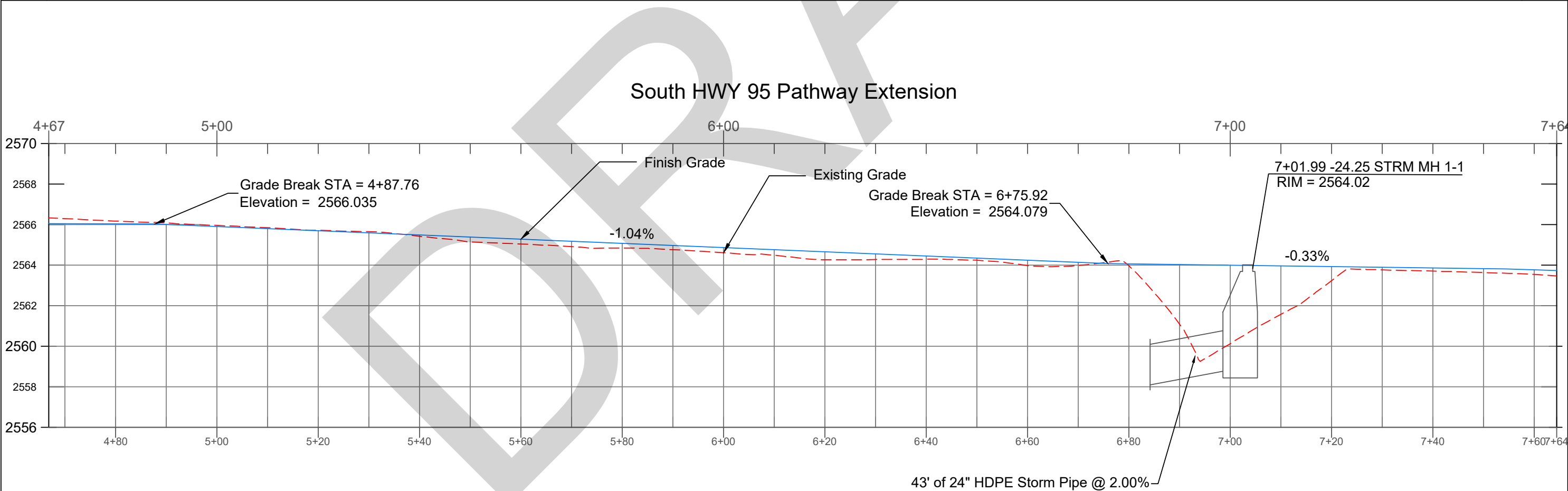
City of Moscow

Engineering Division

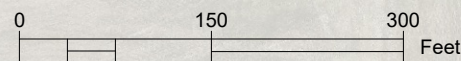
MATCHLINE STA 4+83.65 SEE SHEET 5



MATCHLINE STA 7+81.28 SEE SHEET 7



REVISIONS		CITY OF MOSCOW		SOUTH HWY 95 PATH EXTENSION		INSTALL III		PROJECT No. 117-023	
CHK'D. BY:	DESCRIPTION	DRAWN BY:	DATE	DATE: 07/16/2026	DRAWN BY: P. BAUNACH	CHECKED BY: S.B. & L.H.	SCALE: 1" = 20'	CITY OF MOSCOW	
								ENGINEERING DIVISION	
								MOSCOW, IDAHO	
								SHEET 6 OF 12	



1. A minimum 10' lane shall be maintained at all times through the work zone. Flaggers will be used on approaches when volumes require it or as directed by the Engineer. any delineations of lanes shall use tubular markers as shown on traffic control plans. All flaggers shall have two-way radios on the project.
2. Fabrication and installation of traffic control devices shall conform to all applicable provisions of the FHWA's Manual of Uniform Traffic Control Devices (MUTCD), as adopted by the State.
3. Mounting configuration, number of signs and minor adjustments needed for traffic control devices shall be as shown in the Traffic control Plans, or as directed by the Engineer. The overall effectiveness and placement of these installations shall be checked periodically, under both night and day conditions.
4. Spacing for all channelization devices should not exceed a distance equal to the posted speed limit when used for taper channelization and a distance of twice the posted speed limit when used for tangent channelization.
5. All signs shall be mounted in a high profile manner with 2 standard flags (see MUTCD, part 6 Fig. 6F-2). All signs remaining up for the duration of the project should be placed on ground mounted wood posts.
6. All portable sign stands, flags, two-way radios, and warning lights shall be considered as incidental items.
7. All existing signing that conflicts with the traffic with the traffic control signing shall be covered up or removed. Signs removed during construction shall be replaced prior to completion of the project. Any signs damaged during removal or storage shall be replaced at Contractor's expense.
8. In the work zone the speed limit shall be posted the same as prior to construction when existing speed limit is less than 45 mph.
9. Signs and sign stands not in use shall be removed outside of the highway clearzone.
10. All cross street and private drives shall remain open, accessible , and maintained during construction.
11. Channelizing device spacing shall be max. 90 feet along work zone and max. 45 feet along shifting taper.

<u>Speed*</u>	<u>Distance</u>
20 mph	115 feet
25 mph	155 feet
30 mph	200 feet
35 mph	250 feet
40 mph	305 feet
45 mph	360 feet
50 mph	425 feet
55 mph	495 feet
60 mph	570 feet
65 mph	645 feet
70 mph	730 feet
75 mph	820 feet
*Posted speed, off peak 85th percentile speed prior to work strating, or the anticipated operating speed.	

Road Type	Distance Between Signs		
Urban < 40 Mph	100'	100'	100'
Urban > 40 Mph	350'	350'	350'
Rural	500'	500'	500'
Freeway	1000'	1000'	1000'

Taper Length (40 mph or Less) $L = WS^2/60$ W = Width of Offset in Feet S = Posted Speed	Taper Length (L) Feet $L = WS$ W = Width Of Offset in Feet S = Posted Speed
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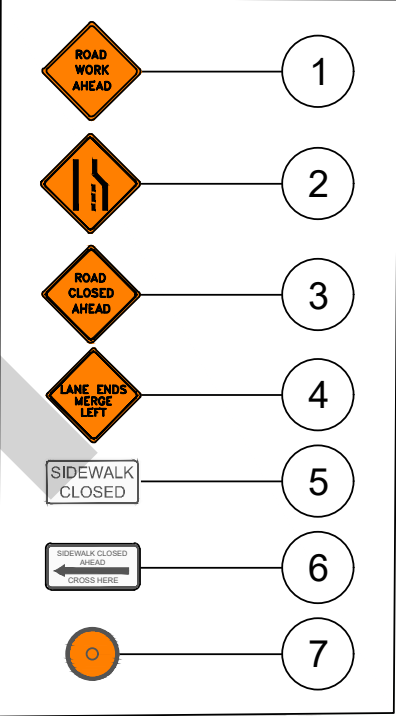
Original Signed By:
Brian Scott Bontrager
Date Original Signed:
05/16/2024
On File With:
City of Moscow
Engineering Division

SHEET 8 OF 12	CITY OF MOSCOW ENGINEERING DIVISION MOSCOW, IDAHO	SCALE: 1" = 150'	CITY OF MOSCOW SOUTH HWY 95 PATH EXTENSION TRAFFIC CONTROL I PROJECT NO. 117-023	REVISIONS			
		DATE: 07/16/2026		DATE	DRAWN BY:	DESCRIPTION	CHK'D BY:
		DRAWN BY: P. BAUNACH					
		CHECKED BY: S.B. & L.H.					
		Project No. 117-023	File Name: SEL Pathway Connection.dwt				

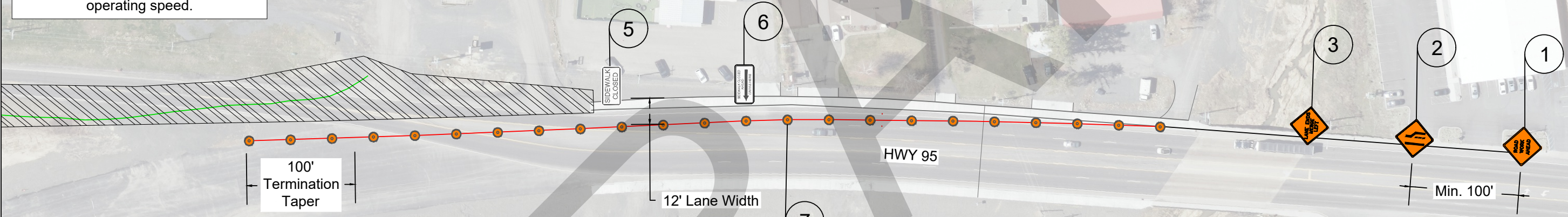
Buffer Spacing as a Function of Speed	
Speed*	Distance
20 mph	115 feet
25 mph	155 feet
30 mph	200 feet
35 mph	250 feet
40 mph	305 feet
45 mph	360 feet
50 mph	425 feet
55 mph	495 feet
60 mph	570 feet
65 mph	645 feet
70 mph	730 feet
75 mph	820 feet
*Posted speed, off peak 85th percentile speed prior to work strating, or the anticipated operating speed.	

General Notes Traffic Control Devices

1. A minimum 10' lane shall be maintained at all times through the work zone. Flaggers will be used on approaches when volumes require it or as directed by the Engineer. any delineations of lanes shall use tubular markers as shown on traffic control plans. All flaggers shall have two-way radios on the project.
2. Fabrication and installation of traffic control devices shall conform to all applicable provisions of the FHWA's Manual of Uniform Traffic Control Devices (MUTCD), as adopted by the State.
3. Mounting configuration, number of sings and minor adjustments needed for traffic control devices shell be as shown in the Traffic control Plans, or as directed by the Engineer. The overall effectiveness and placement of these installations shell be checked periodically, under both night and day conditions.
4. Spacing for all channelization devices should not exceed a distance equal to the posted speed limit when used for taper channelization and a distance of twice the posted speed limit when used for tangent channelization.
5. All signs shall be mounted in a high profile manner with 2 standard flags (see MUTCD, part 6 Fig. 6F-2). All signs remaining up for the duration of the project should be placed on ground mounted wood posts.
6. All portable sign stands, flags, two-way radios, and warning lights shall be considered as incidental items.
7. All existing signing that conflicts with the traffic with the traffic control signing shall be covered up or removed. Signs removed during construction shall be replaced prior to completion of the project. Any signs damaged during removal or storage shall be replaced at Contractor's expense.
8. In the work zone the speed limit shall be posted the same as prior to construction when existing speed limit is less than 45 mph.
9. Signs and sign stands not in use shall be removed outside of the highway clearzone.
10. All cross street and private drives shall remain open, accessible , and maintained during construction.
11. Channelizing device spacing shall be max. 90 feet along work zone and max. 45 feet along shifting taper.



Original Signed By:
Brian Scott Bontrager
Date Original Signed:
05/16/2024
On File With:
City of Moscow
Engineering Division



Road Type	Distance Between Sings		
Urban < 40 Mph	100'	100'	100'
Urban > 40 Mph	350'	350'	350'
Rural	500'	500'	500'
Freeway	1000'	1000'	1000'

Taper Length
(40 mph or Less)
 $L=WS^2/60$
W = Width of Offset in Feet
S = Posted Speed

Taper Length (L) Feet
 $L = WS$
W = Width Of Offset in Feet
S = Posted Speed

REVISIONS

DATE	DRAWN BY:	DESCRIPTION

CITY OF MOSCOW
SOUTH HWY 95 PATH EXTENSION

TRAFFIC CONTROL II
PROJECT NO. 117-023

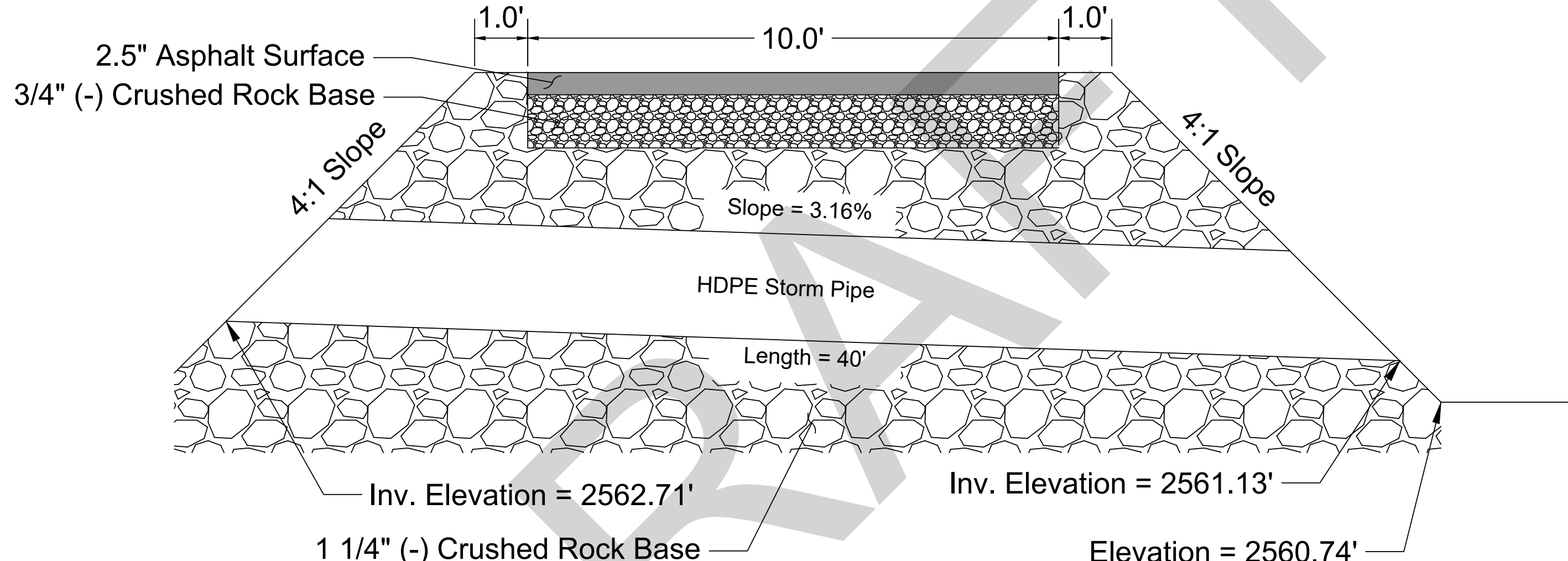
SCALE:
DATE: 07/16/2026

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

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SHEET 9 OF 12

Original Signed By: Brian Scott Bontrager
Date Original Signed: 05/16/2024
On File With: City of Moscow
Engineering Division



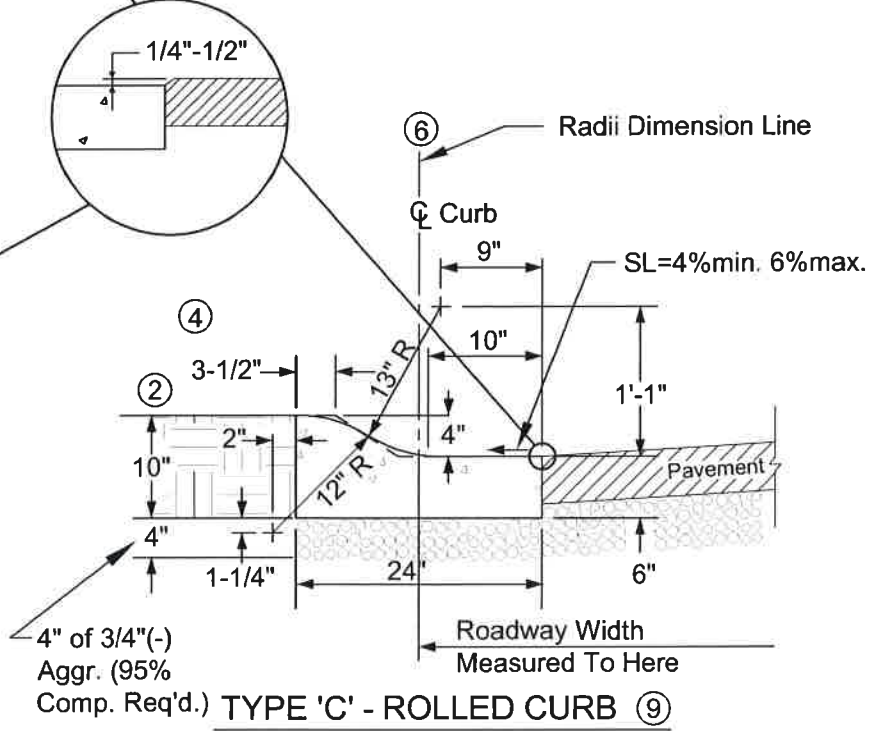
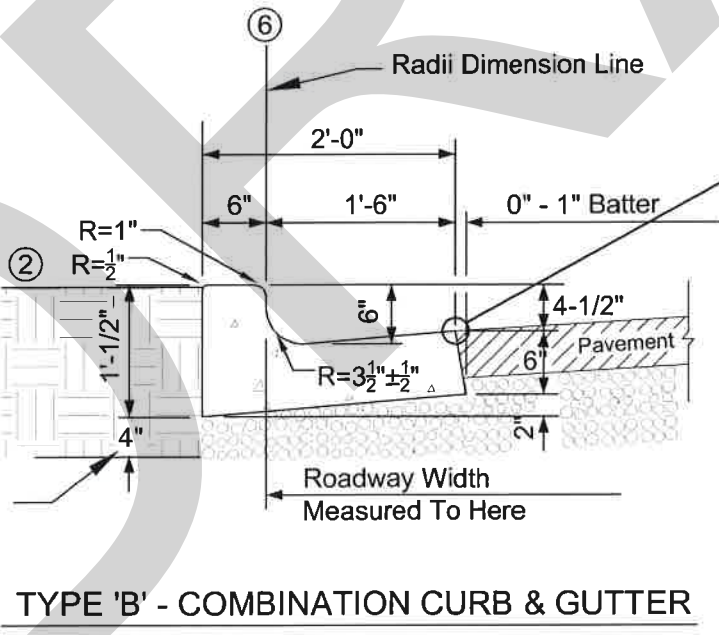
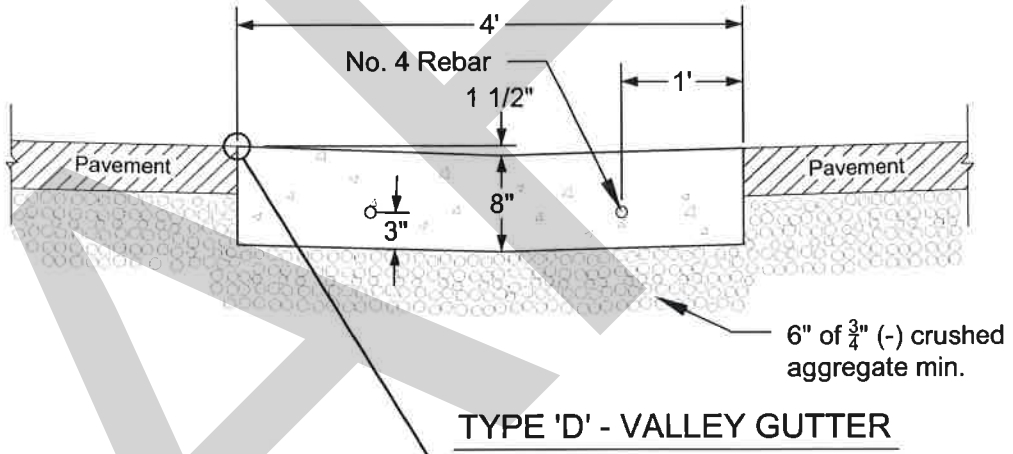
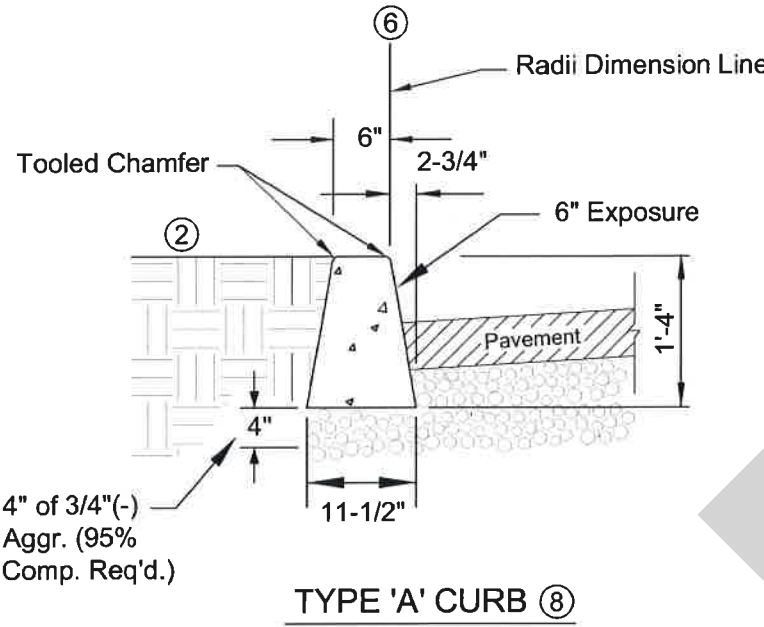
Section Detail A-A

SHEET 10 OF 12 CITY OF MOSCOW ENGINEERING DIVISION MOSCOW, IDAHO	SCALE: N.T.S. DATE: 07/16/2026 DRAWN BY: P. BAUNACH CHECKED BY: S.B. & L.H.	CITY OF MOSCOW SOUTH HWY 95 PATH EXTENSION CUSTOM DETAIL PROJECT NO. 117-023	DATE DRAWN BY: DESCRIPTION CHK'D BY:	REVISIONS
		Job No.: 102-021	File Name: SEL Pathway Connection.awt	

NOTES:

1. Replacement curb and sidewalk may be cast monolithic with prior approval of City Engineer.
2. Sidewalk to back-of-curb slope may not exceed 12:1 without City Engineer's approval.
3. Light broom finish curb parallel with the long axis of curb.
4. Rolled curb prohibited where sidewalk is adjacent to curb, unless specially allowed by the City Engineer. In areas without planter strips, sidewalks adjacent to rolled curb shall be a minimum of six inches (6") thick.
5. All curb roadway planimetric radii dimensions shall be measured to the "Radii Dimension Line" shown in the typical curb section.
6. See table for curb radii requirements. Thirty foot (30') curb radii are required where any City street intersects an Idaho Transportation Department roadway.

7. 'Shed' section streets require 'spill curb' on the uphill side with gutter matching street cross slope.
8. Type 'A' curb only allowed where extending or replacing existing Type 'A' Curb.
9. Type 'C' curb only allowed in cul-de-sacs and where replacing existing rolled curb.

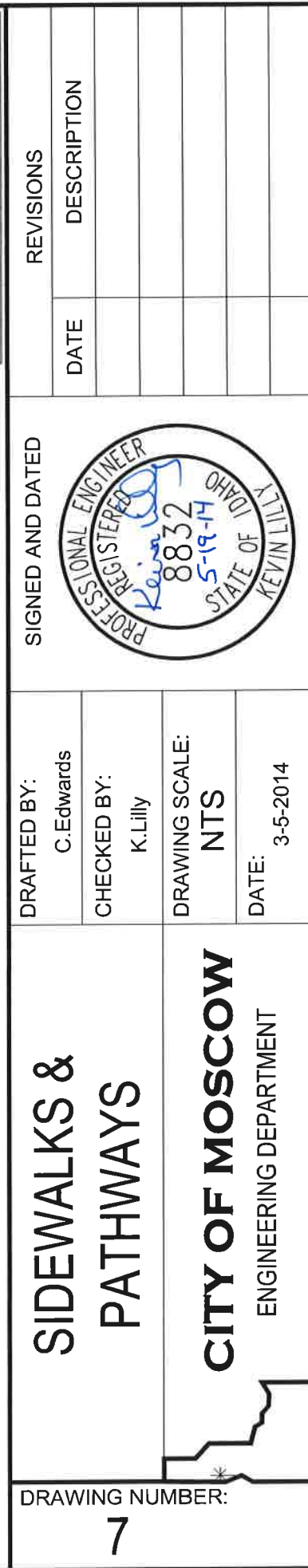


CURB RADII REQUIREMENTS	
Intersecting Street Classification	Curb Radii Dimension
Local - Local	15'
Local - Collector	15'
Local - Arterial	25'
Collector - Collector	25'
Collector - Arterial	25'
Arterial - Arterial	30'

4" Min. of 3/4" (-) Aggr. (95% Comp. Req'd.)

REVISIONS	DATE	DESCRIPTION
SIGNED AND DATED		
DRAFTED BY:	C. Edwards / K. Kipp	
CHECKED BY:	K. Lilly	
DRAWING SCALE:	NTS	
DATE:	3-5-2014	
CURBS & GUTTERS		
CITY OF MOSCOW ENGINEERING DEPARTMENT		
DRAWING NUMBER: 6		

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



Attachment "B"

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 7/23/26

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 South Hwy 95 Path Extension - 2026, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, 504 South Washington, Haddock Building, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that they have received or made themselves aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. Proposal Guarantee (Bid bond) is not required with bid submittal.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Engineer.
8. The undersigned, as a bidder, acknowledges that Addenda Number 0 through 0 have been delivered to them and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.

10. The undersigned holds Idaho Public Work's License Number 10880-AAA-1-2-3.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

<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 SOUTH HWY 95 PATH EXTENSION - 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

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ 4,745	\$ 4,745.00
2.A.	Excavation	60 CY	\$ 162.50	\$ 9,750.00
2.B.	Excavation, Stockpile and Placement	89.5 SY	\$ 214.50	\$ 19,197.75
3.	Remove / Dispose Bituminous Surface	28 SY	\$ 104	\$ 2,912.00
4.	Construct Concrete Curb Type 'B'	100 LF	\$ 80.75	\$ 8,075.00
5.	Concrete Sidewalk	7 SY	\$ 132.25	\$ 925.75
6.	Concrete pedestrian Curb Ramp	50.5 SY	\$ 144.25	\$ 7,284.63
7.	Hot Mix Asphalt Patching	6.5 TON	\$ 338.75	\$ 2,201.88
8.	Cast Iron Truncated Domes	68 SF	\$ 153.25	\$ 10,421.00
9.	Install 12" Storm Sewer Pipe	40 LF	\$ 111.75	\$ 4,470.00
10.	Install 24" Storm Sewer Pipe	43 LF	\$ 147.25	\$ 6,353.25
11.	Install Storm Manhole (6' Diameter)	1 EA	\$ 6,625.00	\$ 6,625.00
12.	Adjust Utility	1 EA	\$ 482.00	\$ 482.00
13.	¾" (-) Crushed Aggregate Base	300 TON	\$ 61.25	\$ 18,375.00
14.	½" Superpave HMA Pavement	114 TON	\$ 203.25	\$ 23,170.50
15.	Subgrade Separation Geotextile	797 SY	\$ 3.60	\$ 2,869.20
16.	Inlet Protection	1 EA	\$ 190.25	\$ 190.25
17.	Silt Fence	1355 LF	\$ 4.40	\$ 5,962.00
18.	Remove and Reset Signs	1 EA	\$ 692.50	\$ 692.50

20. Traffic Control

1 LS \$ 6,560.00 \$ 6,560.00

Bid Total \$ 141,263.20

Motley-Motley.
Firm Name of Bidder

[Signature]
Signature of Bidder

Pres.
Official Title

6401 SE 220 Pullman wa 99163
Bidders Mailing Address

10880-AAA-1,2,3.
Public Works License No.

Washington
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at Pullman wa

This 23~~rd~~ day of July, 2026

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 10, 2026



AGENDA ITEM TITLE

Cooperative Agreement for Future Traffic Signal Installation (ACTION ITEM) - Nichoel Baird Spencer

RESPONSIBLE STAFF

Nichoel Baird Spencer, Deputy City Administrator - Community Development

ADDITIONAL PRESENTER(S)

DESCRIPTION

In 2025, the City of Moscow entered into a development agreement with the developers of the SOMO development in south Moscow, which included the collection of the developers' proportionate share fee toward the cost of the future traffic signal installation at the intersection of Somo Drive/Reisenauer Road and U.S. Highway 95. The Idaho Transportation Department (ITD) has requested that the City enter into an agreement to convey the collected fees to ITD at the time the signal is installed. Staff has prepared an agreement for the Council's review approval.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Cooperative Agreement, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the Cooperative Agreement

OTHER RESOURCES

FISCAL IMPACT

This agreement establishes a financial commitment on the City to be the steward of and pass through the developers' proportionate share of the intersection signalization costs when the signal is warranted at the intersection of SOMO Drive/Reisenauer Road and U.S. Highway 95.

PERSONNEL IMPACT

ATTACHMENTS

1. COOPERATIVE AGREEMENT with ITD for traffic light_final with attachment

**COOPERATIVE AGREEMENT FOR FUTURE TRAFFIC SIGNAL INSTALLATION
FOR U.S. HIGHWAY 95 AND SOMO DRIVE, MOSCOW, IDAHO**

PARTIES

This Agreement is made and entered into this ____ day of _____, 202__, by and between the IDAHO TRANSPORTATION DEPARTMENT, an agency of the State of Idaho, 11331 W. Chinden Boulevard, Building 8, Boise, ID 83714 (hereinafter "STATE"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 E. Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and collectively referred to as Parties, for the purpose of establishing the responsibilities and funding mechanisms for the future design, installation, and maintenance of a traffic control signal at the intersection of U.S. Highway 95 and Somo Drive located within the City of Moscow, Idaho.

RECITALS

WHEREAS, STATE has the authority under Idaho Code § 40-317 to enter into cooperative agreements with local governments for the construction and maintenance of transportation facilities; and

WHEREAS, CITY is authorized under Idaho Code §§67-6503, 67-6511A, 67-6513, 67-6518, and Moscow City Code Title 5, Chapter 1, to enter into agreements for public improvements to mitigate the effects of subdivision development; and.

WHEREAS, Two-GM, LLC ("Developer") is the developer of the South Moscow Business Park Addition to the City of Moscow that contains 15 building lots and has direct access to U.S. Highway 95 via Somo Drive; and

WHEREAS, the parties anticipate that the future development of South Moscow Business Park will result in the requirement to install a traffic signal within the next ten (10) years to ensure safe access to the development; and

WHEREAS, Developer has voluntarily entered into a development agreement, included herein as Exhibit "A" and incorporated herein by reference, with CITY which includes a requirement for the Developer to pay a proportionate share fee toward the cost of the future traffic signal installation, which the STATE has determined to equal Sixty-Four Thousand, Two Hundred and Eighty-Four Dollars (\$64,284); and

WHEREAS, CITY has agreed to collect these proportionate share fees upon the issuance of building permits within the South Moscow Business Park and to hold said fees until such time as STATE determines that the installation of the traffic signal is warranted;

NOW, THEREFORE, it is agreed that all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and in consideration of the

mutual agreements and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

SECTION I - RESPONSIBILITIES

1. STATE Responsibilities:

- a) STATE shall monitor the intersection to determine when traffic signal warrants are met as established in the Manual on Uniform Traffic Control Devices, as adopted by the State, and in accordance with Administrative Policy 5016. STATE shall notify CITY prior to programming a signal project.
- b) Once warranted, STATE will lead the design and construction of the traffic signal in consultation with CITY and will coordinate regarding any local street improvements as detailed in paragraph 2c.
- c) STATE shall be responsible for the long-term operation and maintenance of the signal, unless otherwise specified in a subsequent maintenance agreement.

2. CITY Responsibilities:

- a) CITY shall collect and hold Developer's proportionate share fee of \$64,284 in increments of \$4,285 per lot, as building permits are issued within the South Moscow Business Park.
- b) CITY shall transfer any Developer proportionate share fee, in CITY's possession at the time of request, to STATE upon written request once the signal project is programmed for construction. If CITY does not have Developer's full proportionate share fee at the time of STATE's written request, CITY shall transfer any future Developer proportionate share fee received in association with future building permits issued within the South Moscow Business Park to STATE at the time of collection of said fees.
- c) CITY shall coordinate with STATE regarding any local street improvements (SOMO Drive) that may impact signal timing or intersection geometry.

SECTION II - FUNDING

1. **Proportional Share:** The \$64,284 contribution represents Developer's full proportional obligation for signalization to account for the traffic capacity generated by the South Moscow Business Park as calculated by STATE at the time of approval of the application and execution of the Development Agreement included herein as Exhibit A.
2. **Remaining Costs:** Any costs for the signal installation exceeding Developer's contribution shall be the responsibility of STATE, or as negotiated between CITY and STATE prior to construction.

SECTION III - TERM

1. This Agreement shall remain in effect until the signal is installed and operational, or for a period of ten (10) years from the date of execution, whichever occurs first. Traffic volumes will be reevaluated five (5) years from the date of execution by STATE and will be discussed with CITY.
2. This Agreement may be extended by mutual written consent of both Parties.

SECTION IV – GENERAL TERMS

1. **Liability and Responsibility:** The Parties acknowledge and agree that each is an Idaho public governmental entity subject to the provisions of the Idaho Tort Claims Act, Idaho Code Title 6, Chapter 9, as amended. Nothing in this Agreement shall be construed as a waiver of any defense, immunity, limitation of liability, or other protection afforded to either Party under the Idaho Tort Claims Act or any other applicable federal or state law. Each Party shall be solely responsible for the acts, omissions, and liabilities of its own elected officials, officers, employees, agents, and volunteers to the extent provided by law. Neither Party shall assume the liabilities of the other Party. The Parties expressly agree that neither Party shall defend, indemnify, or hold harmless the other Party from any claims, damages, losses, liabilities, costs, or expenses arising out of or relating to this Agreement or the acts or omissions of the other Party. Each Party shall retain its own legal responsibility and liability as provided by applicable law.
2. **Rights Not Assignable:** STATE and CITY shall not assign any rights or duties under this Agreement to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.
3. **No Separate Entity Created, No Joint Venture and No Joint Powers Agreement:** Nothing contained in this Agreement shall be in any way construed as creating a separate legal entity or expressing or implying that the Parties have joined together in any joint venture partnership or agency relationship.
4. **Jurisdiction and Venue:** It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that the proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
5. **Costs and Attorney's Fees:** In the event of any controversy, claim or action being filed or instituted between the Parties to this Agreement to enforce the terms and conditions of this Agreement or arising from the breach of any provision hereof, the prevailing Party is entitled

to recover reasonable attorney's fees and other costs, damages, and expenses, if awarded by a court of competent jurisdiction.

6. **Entire Agreement and Modification:** This Agreement contains 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.
7. **Severability:** The terms of this Agreement are severable. If any part of this Agreement is held void or unenforceable by a court of competent jurisdiction or due to a change in law, the remaining portions of the Agreement will, nevertheless, remain in full force and effect so long as the remainder of this Agreement is reasonably capable of completion.
8. **Compliance with Law:** STATE and CITY agree that each Party shall conduct its obligations pursuant to this Agreement and in conformance with all applicable laws, ordinances and regulations of all governmental and regulatory agencies having jurisdiction.
9. **No Waiver:** The failure of STATE or CITY to insist on strict performance of any of the terms and conditions in this Agreement shall not be deemed a waiver of the rights or remedies that either Party may have regarding that specific instance and shall not be deemed a waiver of any subsequent breach or default in any of the terms and conditions hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

This Agreement may be executed by the use of electronic signatures pursuant to Idaho Code § 28-50-107. The Parties understand that this electronic signature is valid and binding to the same force and effect as a handwritten signature.

CITY OF MOSCOW

By: _____ Hailey Lewis, Mayor

Date: _____

ATTEST:

Laurie M. Hopkins, City Clerk

(SEAL)

STATE OF IDAHO TRANSPORTATION DEPARTMENT

By: _____ [Name], District Engineer

Date: _____

DRAFT

Exhibit "A" Instrument # 639894

MOSCOW, LATAH, IDAHO

5-23-2025 08:42:00 AM No. of Pages: 16

Recorded for : CITY OF MOSCOW

JULIE FRY

Fee: 0.00

Ex-Officio Recorder Deputy: 

Index to: DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT BETWEEN TWO-GM, LLC AND CITY OF MOSCOW, IDAHO

THIS DEVELOPMENT AGREEMENT BETWEEN TWO-GM, LLC AND THE CITY OF MOSCOW, IDAHO (hereinafter "Agreement") is entered into this 15th day of May, 2025, by and between TWO-GM, LLC, whose address is 6901 SR 270, Pullman, Washington, 99163 (hereinafter "DEVELOPER") and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY").

WITNESSETH:

WHEREAS, DEVELOPER desires to develop property to be known as The South Moscow Business Park located within the City of Moscow, Idaho; and

WHEREAS, DEVELOPER understands that public improvements required herein are standards required pursuant to Moscow City Code Title 5, Chapter 1 and are authorized by Idaho Code Sections 67-6513 and 67-6518; and

WHEREAS, DEVELOPER and CITY believe that, without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the subdivision development on the ability of CITY to deliver services, without compromising quality of such service delivery to current City residents, or without imposing substantial additional costs upon current City residents to accommodate the proposed subdivision; and

WHEREAS, CITY desires to ensure that public improvements, consisting of water mains, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices, and sidewalks are constructed; and

WHEREAS, DEVELOPER's property currently has permitted access from the Idaho Transportation Department (hereinafter "ITD") to access the property from the future intersection of Highway 95 by way of a private commercial approach. DEVELOPER and CITY wish to modify DEVELOPER's current permitted commercial access approach to a permitted public street held by CITY, see Attachment "B" incorporated herein by this reference. CITY intends to enter into an agreement with ITD requiring CITY to provide proportionate share funding for the construction of intersection street lights at said public street's intersection with the new Highway 95 when warranted. DEVELOPER agrees to provide CITY with a proportion share fee to pay for the South Moscow Business Park's traffic capacity usage; and

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to the Moscow City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this Agreement; and

WHEREAS, DEVELOPER enters into this Agreement of DEVELOPER's own free will and accord, without coercion, without inducement, and at DEVELOPER's request; and

WHEREAS, DEVELOPER has read this Agreement, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this Agreement and prior to signing it;

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

I. PROPERTY AFFECTED

This Agreement affects property to be known as the South Moscow Business Park (hereinafter "Subdivision") within the City of Moscow, Latah County, Idaho. A parcel of land located in the NE1/4SE1/4 and the SE1/4NE1/4 of Section 19 and the SW1/4NW1/4 and the NW1/4SW1/4 of Section 20, Township 39 North, Range 5 West, B.M., as shown on that certain Amended Record of Survey recorded under Recorder's Fee No. 617710, more particularly described as follows:

COMMENCING at the northwest corner of Section 20; thence along the west line of said Section, S. 01°06'41" W., 1823.71 feet to the southeast corner of the parcel described in Warranty Deed Instrument No. 592934, Latah County records, and the POINT OF BEGINNING; thence S. 79°56'59" E., 165.93 feet to a point on the west line of the parcel described in Trustee's Deed Instrument No. 553985, Latah County records; thence along the west line of said parcel, S. 11°31'21" E., 201.80 feet; thence along the southern line thereof the next three courses: thence S. 53°00'21" E., 242.55 feet; thence N. 82°47'39" E., 401.86 feet; thence N. 71°36'39" E., 566.11 feet the east line of the southwest quarter of the northwest quarter (SW1/4NW1/4); thence along the said east line, S. 00°55'41" W., 731.48 feet to the southeast corner of the southwest quarter of the northwest quarter (SW1/4NW1/4); thence along the south line of said quarter-quarter, N. 88°29'41" W., 1034.41 feet; thence leaving said south line, S. 05°08'59" W., 515.41 feet; thence S. 11°29'21" E., 292.04 feet to a point on the east Right of Way line of Highway 95, Project No. DHP-NH 4110(156); thence along the said Right of Way line the following five courses: thence N. 25°20'30" W., 231.51 feet; thence S. 64°30'27" W., 60.00 feet; thence N. 25°29'48" W., 1099.80 feet; thence N. 21°25'33" W., 335.67 feet; thence N. 11°39'44" W., 252.84 feet to a point on the south line of the parcel described in Warranty Deed Instrument No.

592934, Latah County records; thence leaving said Right of Way line, S. 79°56'59" E., 508.88 feet to the POINT OF BEGINNING.

II. PUBLIC IMPROVEMENTS

DEVELOPER agrees to install, at DEVELOPER's expense, within the Subdivision, public improvements and appurtenances required by Moscow City Code Title 5, Chapter 1, Sections 1-4 and 1-5, including, but not limited to:

- A. Water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in accordance with CITY Standard Construction Specifications and Standard Construction Drawings duly adopted by Resolution 2021-07 of the City Council (hereinafter "CITY Standards"), as may be amended, and in accordance with approved engineering plans; and
- B. Pay a proportionate share fee for the future installation of a traffic control signal to account for the traffic capacity utilized by the traffic the Subdivision Development is anticipated to generate. CITY and DEVELOPER have agreed upon a proportionate share fee of Sixty-Four Thousand, Two Hundred and Eighty-Four Dollars (\$64,284) for DEVELOPER's contribution. This payment shall be divided equally amongst the Subdivision Development's fifteen (15) individual lots and provided at a per lot fee of Four Thousand, Two Hundred and Eighty-Five Dollars (\$4,285). The fee shall be paid to CITY prior to the issuance of a building permit for any lot within the Subdivision Development; and
- C. DEVELOPER agrees to construct a twelve-inch (12") diameter water main in the Subdivision Development's Drive from Station 1+00 to Station 11+00 to provide adequate fire flow to the Subdivision Development, and, to upsize the water main in SOMO Drive from Station 11+00 to Station 22+52 from the eight-inch (8") diameter water main that DEVELOPER is required to construct per paragraph A of this Section, to twelve-inch (12") diameter water mains as requested by CITY, at DEVELOPER's expense; and
- D. CITY agrees to reimburse the cost of upsizing the water main in SOMO Drive as shown on Attachment "A", as follows:
 1. CITY shall reimburse one hundred percent (100%) of the costs of upsizing the water main in SOMO Drive from Station 11+00 to Station 22+52, which shall not exceed a total amount of Forty-Three Thousand, Eight Hundred Eighty Four Dollars AND 20/100 (\$43,884.20) per the approved South Moscow Business Park Civil Construction Plan, unless otherwise approved by CITY in writing.
 2. Subject to the amounts and limitation contained in paragraph D.1 of this Section, CITY's contribution will only be utilized to reimburse DEVELOPER

for the increase in price in upsizing from eight-inch (8") diameter water mains that DEVELOPER is required to construct per paragraph A of this Section, to twelve-inch (12") diameter water mains as requested by CITY. Construction of the water mains shall include, but not be limited to, the procurement and construction of the water mains, including pipe, fittings, valves, hydrants, thrust blocks, testing, and all materials and construction that are ancillary to the construction of the water mains including, but not limited to, excavation, backfill, paving, material testing, and traffic control.

3. CITY's contribution for the costs of upsizing the water mains in SOMO Drive shall not be disbursed until completion of all public improvements and acceptance of said improvements by CITY.

III. TERM

This Agreement shall remain in full force and effect in accordance with all of its terms and conditions as follows:

- A. Until all public improvements have been completed, dedicated and accepted by CITY; and
- B. Until the warranty period for public improvements has expired; and
- C. Until all development fees, as required and assessed by CITY, have been paid in full.

IV. CITY'S COVENANT

CITY shall issue building permits to DEVELOPER's Subdivision only after the following have occurred:

- A. Payment of all applicable development fees required and assessed by CITY; and
- B. CITY has determined that the construction of all required public improvements is complete or after adequate security, as described in Moscow City Code Title 5, Chapter 1, Section 1-10 and as described in Sections VI, VII and VIII herein, has been provided to ensure construction and warranty repairs of the required public improvements; and
- C. Compliance with applicable CITY permit issuance requirements.
- D. The term "building permits" used throughout this Agreement shall refer to permits for the construction of buildings or structures and shall not include permits required for the construction of the public improvements required herein.

V. DEVELOPER'S COVENANT

- A. DEVELOPER agrees to construct, at DEVELOPER's expense, the public improvements described in Section II of this Agreement, all in accordance with CITY approved engineering design plans, to CITY Standards, during and under the terms of this Agreement; and
- B. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, engineering design plans (for the required public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the CITY Engineer prior to beginning any public improvements' construction; and
- C. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section II of this Agreement, within twelve (12) months from the date of the issuance of the first building permit in the Subdivision Development; and
- D. If DEVELOPER fails to complete installation of the required public improvements within twelve (12) months from the date of the issuance of the first building permit, to CITY Standards and as per the approved plans, CITY shall revoke occupancy of the entire Subdivision Development and shall revoke any applicable permit issued to DEVELOPER by CITY; and
- E. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, legal description(s), exhibits and dedication documents for all public improvements and rights-of-way to be dedicated to CITY. Dedication documents shall be prepared by an Idaho Licensed Professional Land Surveyor and shall be approved by the CITY Engineer and recorded with the Latah County Recorder's office prior to the beginning of the one-year warranty period as described in Section VIII of this Agreement.

VI. SECURITY FOR IMPROVEMENTS

In lieu of DEVELOPER's construction and installation of all public improvements required herein, and CITY'S acceptance of such for ownership and maintenance, CITY agrees that, upon receipt of the adequate security described in Moscow City Code Title 5, Chapter 1, Section 1-10, it will issue building permits (upon payment of all CITY development fees and satisfaction of Moscow City Code requirements) for DEVELOPER's Subdivision Development. If DEVELOPER fails to complete installation of the public improvements as required by CITY within twelve (12) months from the date of the issuance of the first building permit in the Subdivision Development, CITY may utilize the security and cause the public improvements to be made and attach a lien on the property in the amount of CITY expense incurred as a result of DEVELOPER's failure to comply with this Agreement, pursuant to the provisions outlined for General Liens in Idaho Code Title 45, Chapter 1. Any engineering or construction costs in excess of the security shall be borne by DEVELOPER. Any additional construction services that shall be performed subject to the laws of the State of Idaho, relative to public works contracting and bidding, shall be borne by DEVELOPER.

VII. FORM OF SECURITY

DEVELOPER agrees to provide security for the public improvements in an amount to be determined by CITY Engineer. This security shall be in the form of cash, construction bond, irrevocable letter of credit from a certified bank or financial institution, or such other form of security acceptable to CITY. Such security shall be provided to CITY prior to the issuance of building permits by CITY. The security must be effective for a minimum period of one (1) year from the date of the issuance of the first building permit in the Subdivision Development. If this security is in the form of an irrevocable letter of credit or bond, the secured public improvements shall be constructed at least ninety (90) days prior to the expiration date of the security. If the public improvements identified and described in Section II are not completed within twelve (12) months from the issuance of the first building permit in the Subdivision Development, CITY may claim the security and complete said public improvements using the security. The amount of the security may, from time to time, be modified as deemed appropriate by CITY Engineer as conditions warrant.

If for any reason the security for such public improvements is withdrawn by DEVELOPER or the security or financial institution, or the value or terms thereof is compromised in any way, CITY shall immediately cease issuing building permits and shall revoke any building permits and/or occupancy permits issued pursuant to the terms contained herein, and further, DEVELOPER shall hold CITY harmless for any and all causes of action or damages alleged to have been sustained because of the revocation of such building permits. If any building permits and/or occupancy permits are revoked pursuant to this Section, such building permits and/or occupancy permits shall be re-issued upon receipt by CITY of new or additional security as required herein.

VIII. WARRANTY

- A. All required public improvements, once constructed, dedicated and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (hereinafter "Warranty Period").
- B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the Warranty Period.
- C. Prior to issuance of any building permit in the Subdivision Development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by CITY Engineer, shall be furnished to CITY by the DEVELOPER. This warranty Security shall be held by CITY, or shall name CITY as a holder of the warranty Security or as the beneficiary of the bond, and shall be in effect for the Warranty Period.
- D. If DEVELOPER fails to correct any deficiency within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiency.
- E. The warranty Security may be in any form allowed under Section VII of this Agreement.

IX. PARKLAND DEDICATION

As part of the subdivision process, pursuant to Moscow City Code Title 5, Chapter 1, Section 1-5 F., this proposed Subdivision Development falls under the following requirements:

The parkland dedication for the Subdivision Development is satisfied by a combination of dedication of land, and, in-lieu fees CITY shall accept a combination of 1.83 acres of parkland dedication in the floodway of the South Fork of the Palouse River for a future pathway, and, an in-lieu fee of Four Thousand and Fifty Dollars (\$4,050.00) to satisfy the remainder of the parkland dedication requirement of 0.3 acres.

X. PHASING

A. Pursuant to the approval of the Moscow City Council, DEVELOPER may develop the Subdivision Development described herein in the following two (2) Phases and as shown in Attachment "A":

1. Phase I - The first phase ("Phase I") will extend from Station 0+00 to approximately Station 12+30 and the second phase ("Phase II") will begin at approximately Station 12+30 and shall end at approximately Station 22+64.46 as further described the engineering design plans approved by CITY. For the purposes of this Agreement, the term "Phase I Properties" shall include the following lots within the Subdivision Development: Block 2 Lot 1, Block 2 Lot 2, Block 2 Lot 3, Block 1 Lot 1, and Block 1 Lot 2.
2. Phase II - For the purposes of this Agreement, the term "Phase II Properties" shall include the following lots within the Development: Block 1 Lot 3, Block 1 Lot 4, Block 1 Lot 5, Block 1 Lot 6, Block 1 Lot 7, Block 2 Lot 4, Block 2 Lot 5, Block 2 Lot 6, Block 2 Lot 7, and Block 2 Lot 8.

B. Where phasing is approved, the requirements to complete the required public improvements or furnish security to ensure the completion of the public improvements, the obligation to complete the required public improvements within twelve (12) months from the issuance of the first building permit, the revocation of occupancy and building permits issued with the Subdivision Development for failure to complete the required improvements, the provision of Warranty Period and security, the provision of as-constructed drawings, and granting of occupancy shall only apply to the subject phase where building permits are sought in accordance with the approved phasing plan.

C. No building permit shall be issued for any phase of this Subdivision Development until all public improvements, related to each preceding phase of this Subdivision Development, are completed, installed and accepted by CITY in accordance with this Agreement, or security is furnished in accordance with this Agreement.

D. The Phasing as described herein shall not be modified unless agreed to in writing and specifically approved by the City Council. Separate construction plans and specifications shall be prepared and shall be submitted for each Phase of this subdivision.

E. SPECIAL PROVISION FOR BLOCK 2, LOT 3.

CITY agrees, upon receipt of adequate financial security as provided herein, to defer the installation of the eight inch (8") water main from the twelve inch (12") water main installed on SOMO Drive over and across BLOCK 2, LOT 3 as shown in Attachment "C" until either BLOCK 2, LOT 3 is sold or conveyed to another party, or a building permit is requested on BLOCK 2, LOT 3, or until September 30, 2030, whichever shall occur first. Said deferred water main construction shall be installed and accepted by CITY within twelve (12) months of the sale, conveyance, or issuance of a building permit for BLOCK 2, LOT 3, and shall be completed prior to granting occupancy of any structure or building on said Lot.

XI. AS-CONSTRUCTED DRAWINGS

DEVELOPER agrees to furnish, prior to acceptance by CITY of the public improvements as required herein, one (1) set of complete, mylar and AutoCAD, final as-constructed drawings for the public improvements described herein, unless such requirement is waived by CITY Engineer.

XII. FAILURE TO COMPLY

DEVELOPER agrees to pay all expenses incurred by CITY in enforcing this Agreement.

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER

This Agreement shall be binding upon the heirs, executors, administrators, and assignees of the Parties, and subsequent purchasers of and/or within the property described herein.

XIV. OCCUPANCY

DEVELOPER agrees that no person shall be allowed to occupy any part of the Subdivision Development for any purpose until the described public improvements are completed and accepted by CITY for maintenance or as otherwise provided for by a subsequent development agreement between the Parties.

XV. VENUE AND ATTORNEY FEES

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah. 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.

XVI. ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the matters discussed herein and supersedes all prior agreements, negotiations, and discussions between the Parties. DEVELOPER and CITY agree that the provisions of this Agreement may be modified only upon request of DEVELOPER accompanied by a complete set of development plans, and acceptance of such modification by the Moscow City Council or by a subsequent development agreement between the Parties. The terms and conditions 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 shall remain in full force and effect so long as the remainder of this Agreement is reasonably capable of completion.

XVII. COVENANTS TO RUN WITH LAND

This Agreement shall run with the land affected hereby, as shall all covenants contained herein, and shall be to the benefit of CITY, its successors and assigns. This Agreement shall be recorded with the Latah County Recorder.

XVIII. NOTICES

Any notice required or called for by this Agreement shall be deemed served upon the Party to whom it is sent when delivered by certified United States mail to the following addresses:

DEVELOPER:

TWO-GM, LLC
9601 SR 270
Pullman, WA 99163-8717
(509) 872-3511

CITY:

City of Moscow, Idaho
City Engineer
P O Box 9203
Moscow, ID 83843
(208) 883-7022

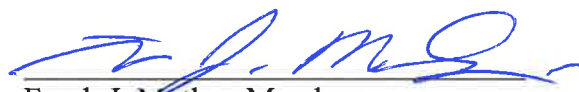
XIX. UNDERSTANDING

DEVELOPER has read and understands this Agreement and agrees with the contents and conditions thereof. DEVELOPER understands that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement. Specifically, DEVELOPER has had the opportunity to avail itself of legal counsel and of other counsel before entering into this Agreement and before signing it, and hereby enters into this Agreement knowingly, voluntarily, willingly, and without inducement.

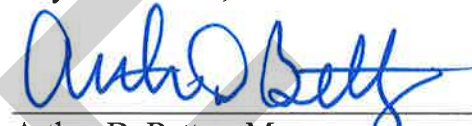
IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first above written.

I, Frank J. Motley, 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 the authorized agent to bind TWO-GM, LLC to this Agreement.

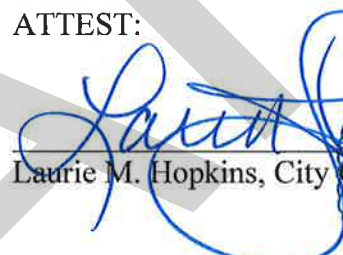
DEVELOPER:
TWO-GM, LLC


Frank J. Motley, Member

CITY:
City of Moscow, Idaho


Arthur D. Bettge, Mayor

ATTEST:


Laurie M. Hopkins, City Clerk



STATE OF Washington)
COUNTY OF Whitman) SS:

ACKNOWLEDGMENT



On this 15 day of May, 2025, before me, the undersigned, a Notary in and for said State, personally appeared Frank J. Motley known to me to be the Authorized Agent of TWO-GM, LLC who is the owner of the affected property.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein above written.



Notary Public for the State of Washington

Residing at Whitman County

My commission expires April 30, 2029

Attachment "A"

CONTACT INFORMATION

OWNER - DEVELOPER
NAME: TWO-GM, LLC,
CONTACT: FRANK MOTLEY
ADDRESS: 6901 SR 270
CITY: PULLMAN, WA 99163
TELEPHONE: (509) 432 6553
EMAIL: f@motleymotley.com

PROFESSIONAL LAND SURVEYOR
NAME: CUDDY & ASSOCIATES, INC.
CONTACT: BRAD CUDDY, PLS
ADDRESS: 13950 HIGHWAY 12
CITY: OROFINO, ID 83544
PHONE: (208) 790-2672
EMAIL: bradcuddy@cebridge.net

PROFESSIONAL ENGINEER
NAME: ANACLINE ENGINEERING
CONTACT: C. RYAN FISKE, P.E.
ADDRESS: 4025 EAGLE CT.,
CITY: LEWISTON, ID 83501
PHONE: (208) 791-8055
EMAIL: anacline@aol.com

PLAT INFORMATION

1. AVERAGE LOT SIZE: 1.73 ACRES
2. FLOOD PLAIN ZONE: N/A ELEVATING
3. CENTERLINE MONUMENTS AND MONUMENTS FOR INTERIOR LOT CORNERS WILL BE SET POST CONSTRUCTION AND BY NOVEMBER 30, 2025.
4. THE EAST 1/4 CORNER OF SECTION 19 WILL BE REPLACED OR REFERENCE MONUMENTS WILL BE SET IF IT IS DESTROYED DURING CONSTRUCTION.
5. GROSS AREA OF ALL LAND INVOLVED: 29.46 ACRES.
6. TOTAL NET AREA OF LAND AREA, EXCLUSIVE OF PROPOSED OR EXISTING PUBLIC STREET AND/OR OTHER PUBLIC LANDS: 23.64 ACRES.

THERE ARE NO RECORDED SUBDIVISION PLAT MAPS IMMEDIATELY ADJACENT TO THE SUBJECT PROPERTY.

LEGEND:

Found as noted.	Description	Set as noted.
	Section corner	
	1/4 section corner	
	Right of way monument as noted	
	Set centerline monument	
	Rebar - found	
	Rebar - set 5/8" diameter, 30" long rebar with plastic cap stamped "PLS 9165"	
	Set 5/8" diameter, 30" long rebar with 2" diameter aluminum cap stamped "PLS 9165" & "ESMT"	
	Calculated point. Nothing found or set this survey.	
	Diameter	
	Corner Perpetuation and Filing Record (w/ instrument #)	
	Measured	
	Reference R1	
	Section line/Section subdivision line	
	Boundary of subject property	
	Floodway boundary	
	100 year flood boundary	
	Easement as noted	
	Tie line	
	Lot 7 (block 1) access easement, and fire apparatus turnaround	
	Existing permanent easement for approach construction per R1	
	Public access and utility easement	

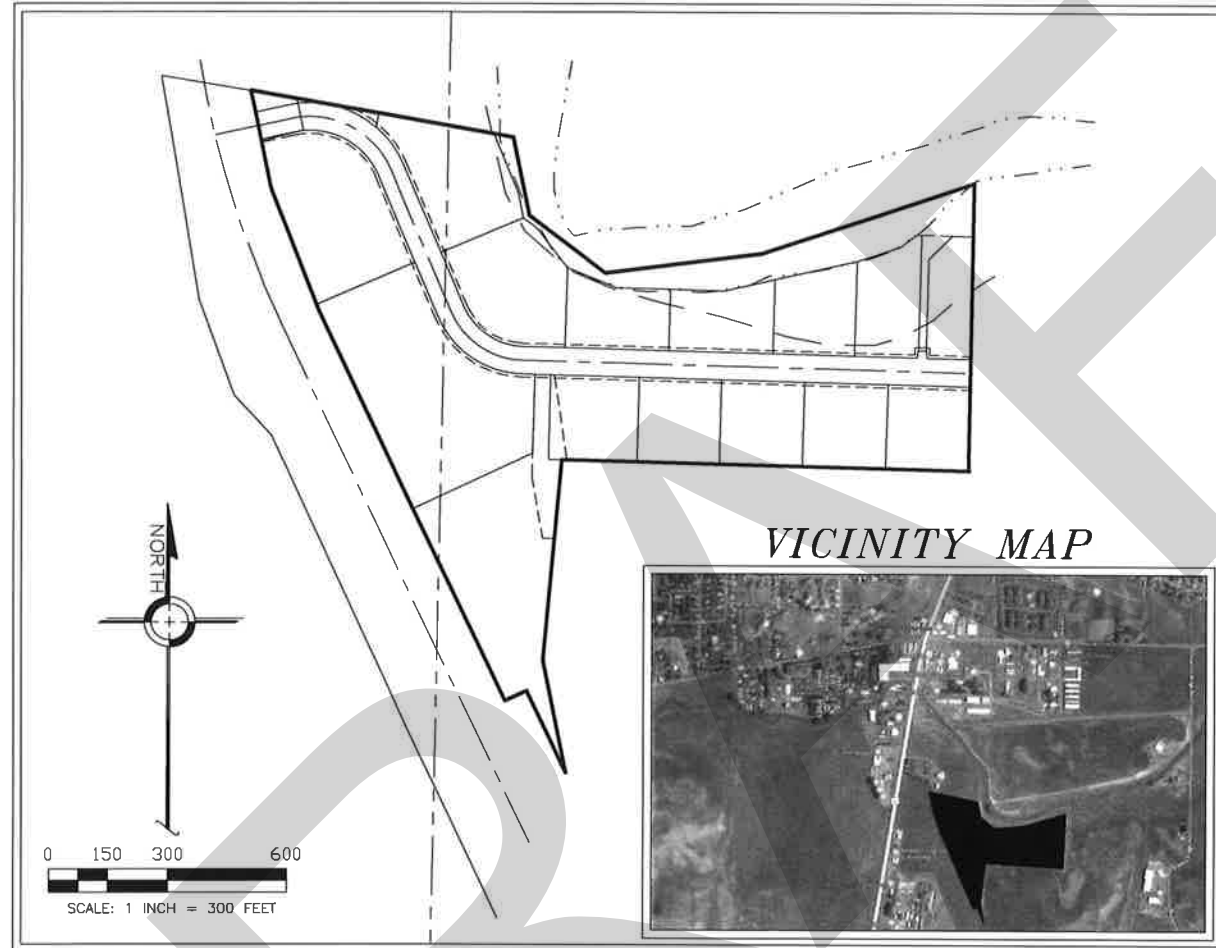
© 2025, Cuddy & Associates

SOUTH MOSCOW BUSINESS PARK

SOMO DRIVE & HIGHWAY 95

Sections 19 & 20, Township 39 North, Range 5 West,
Boise Meridian, Latah County, Idaho

SITE OVERVIEW



639894

SHEET INDEX

- SHEET 1 - OVERVIEW, CONTACT INFORMATION, LEGEND, LEGAL DESCRIPTION, PLAT INFORMATION, VICINITY MAP
SHEET 2 - PLAT MAP, NARRATIVE, CURVE TABLE
SHEET 3 - DETAILS, POINT OF BEGINNING TIES, REFERENCES
SHEET 4 - APPROVALS, OWNERS CERTIFICATE

DESCRIPTION OF EXTERIOR PLAT BOUNDARY

A parcel of land located in the NE1/4SE1/4 and the SE1/4NE1/4 of Section 19 and the SW1/4NW1/4 and the NW1/4SW1/4 of Section 20, Township 39 North, Range 5 West, B.M., as shown on that certain Amended Record of Survey recorded under Recorder's Fee No. 617710, and described as follows:

COMMENCING at the northwest corner of Section 20; thence along the west line of said Section, S. 01°06'41" W., 1823.71 feet to the southeast corner of the parcel described in Warranty Deed Instrument No. 592934, Latah County records, and the POINT OF BEGINNING; thence S. 79°56'59" E., 165.93 feet to a point on the west line of the parcel described in Trustee's Deed Instrument No. 553985, Latah County records; thence along the west line of said parcel, S. 11°31'21" E., 201.80 feet; thence along the southern line thereof the next three courses: thence S. 53°00'21" E., 242.55 feet; thence N. 82°47'39" E., 401.86 feet; thence N. 71°36'39" E., 566.11 feet the east line of the southwest quarter of the northwest quarter (SW1/4NW1/4); thence along the said east line, S. 00°55'41" W., 731.48 feet to the southeast corner of the southwest quarter of the northwest quarter (SW1/4NW1/4); thence along the south line of said quarter-quarter, N. 88°29'41" W., 1034.41 feet; thence leaving said south line, S. 05°08'59" W., 515.41 feet; thence S. 11°29'21" E., 292.04 feet to a point on the east Right of Way line of Highway 95, Project No. DHP-NH 4110(156); thence along the said Right of Way line the following five courses: thence N. 25°20'30" W., 231.51 feet; thence S. 64°30'27" W., 60.00 feet; thence N. 25°29'48" W., 1099.80 feet; thence N. 21°25'33" W., 335.67 feet; thence N. 11°39'44" W., 252.84 feet to a point on the south line of the parcel described in Warranty Deed Instrument No. 592934, Latah County records; thence leaving said Right of Way line, S. 79°56'59" E., 508.88 feet to the POINT OF BEGINNING.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including all water and water rights, ditch and ditch rights.

SUBJECT TO reservations in United States Patent, restrictive covenants, existing and recorded rights-of-way and easements, zoning and building ordinances, and taxes and assessments as prorated between the parties hereto.

LANDSCAPING

STREET TREES REQUIRED: MCC 5-8-8-9.C.D
SECTION 8-9. STREET TREES REQUIRED

C. NUMBER OF TREES REQUIRED. THE NUMBER AND SIZE OF STREET TREES REQUIRED FOR EACH PROPERTY SHALL BE DETERMINED BY THE "COMMUNITY FORESTRY ADMINISTRATOR" IN ACCORDANCE WITH RESOLUTION 2017-01 AND THE CITIES "ARBORCULTURAL STANDARDS AND SPECIFICATIONS GUIDE."

D. STREET TREE INSTALLATION PROCESS.

1. PERMIT REQUIRED. PRIOR TO THE INSTALLATION OF ANY REQUIRED STREET TREE, A PERMIT TO PLANT SHALL BE OBTAINED FROM THE "COMMUNITY FORESTRY ADMINISTRATOR" IN ORDER TO REVIEW THE APPROPRIATENESS OF SPECIES AND LOCATION.
2. MULTI-FAMILY AND COMMERCIAL STRUCTURES. PROPER TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY MULTI-FAMILY OR COMMERCIAL PRINCIPAL STRUCTURE, OR THE SUBSTANTIAL IMPROVEMENT TO ANY EXISTING MULTI-FAMILY OR COMMERCIAL PRINCIPAL STRUCTURE, THE APPLICANT SHALL SUBMIT A LANDSCAPE PLAN THAT SHALL IDENTIFY THE NUMBER, LOCATION AND TYPE OF STREET TREES PROPOSED FOR APPROVAL BY THE "COMMUNITY FORESTRY ADMINISTRATOR." THE REQUIRED STREET TREES OF SUCH PROJECTS SHALL BE INSTALLED PRIOR TO THE ISSUANCE OF THE "CERTIFICATE OF OCCUPANCY" FOR ANY MULTI-FAMILY OR COMMERCIAL PRINCIPAL STRUCTURE. IF A "CERTIFICATE OF OCCUPANCY" IS REQUESTED TO BE ISSUED PRIOR TO THE INSTALLATION OF THE REQUIRED STREET TREES, THE APPLICANT SHALL ISSUE A FINANCIAL SECURITY IN A FORM ACCEPTABLE TO THE CITY IN THE AMOUNT SET BY IN THE CURRENT "FEE RESOLUTION" AS ADOPTED BY THE COUNCIL.

02.14.25 PARKLAND DEDICATION SUMMARY - FINAL PLAT
SOUTH MOSCOW BUSINESS PARK

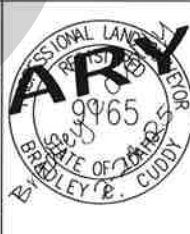
	SQUARE FEET	ACRES	PARKLAND DEDICATION SQUARE FEET	PARKLAND DEDICATION ACRES
TOTAL NET DEVELOPABLE AREA (LOTS):	1,030,942	23.67		
MOTOR BUSINESS ZONING @ 9%:			92,785	2.13
TRACT 2 PARKLAND DEDICATION (MINUS RETENTION POND):			79,910	1.83
REMAINING PARKLAND DEDICATION REQUIRED:			12,875	0.30
IN LIEU FEE (0.3 ACRES X \$13,500):				\$4,050.00

RECORDER'S CERTIFICATE

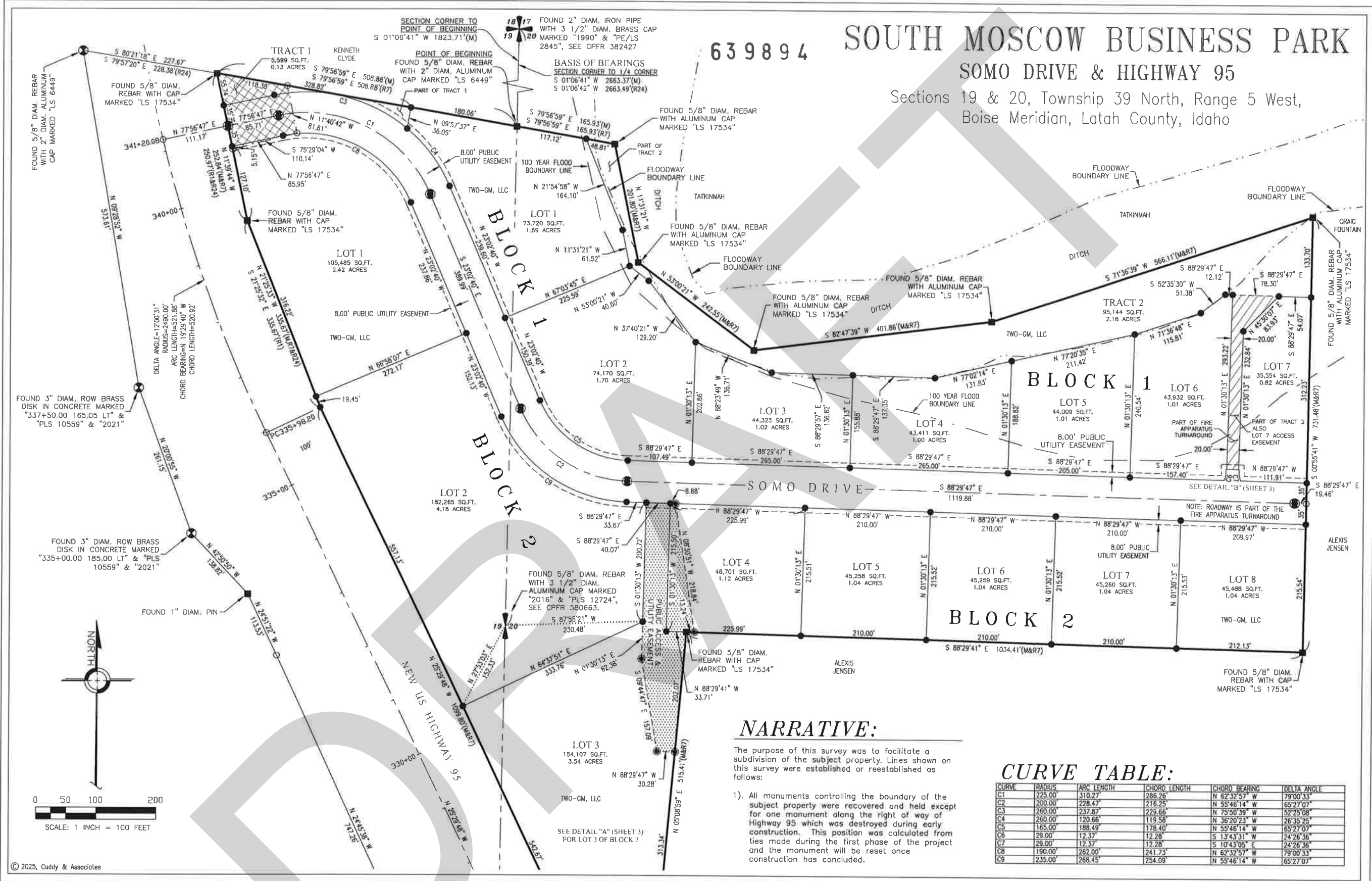
STATE OF IDAHO } SS
COUNTY OF LATAH }
FILED FOR RECORD AT _____ M.
AT THE REQUEST OF _____
COUNTY RECORDER
BY _____ DEPUTY
FEES \$ _____
INSTRUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HEREON SHOWN IS ACCURATE AND CORRECT AND WAS COMPILED FROM THE NOTES OF AN ACTUAL SURVEY BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST OF FRANK MOTLEY
BRADLEY C. CUDDY, PLS 9165
DATE 2-24-25



Cuddy & Associates, Inc. Licensed Surveyors	
13950 Highway 12 Orofino, ID 83544 (208) 476-4643 bradcuddy@cebridge.net	
PROJECT: Anacline 8.0	DRAWN BY: JPF
SURVEY COMPLETED: 1/29/2025	CHECKED BY: BCC
FILE LAST MODIFIED: 2/24/2025	SHEET: 1 OF 4
FILE NAME: ANACLINE 8.0.dwg	
LOCATION: S.19&20, T.39N., R.5W., B.M., Latah Co., ID.	



RECORDER'S CERTIFICATE

STATE OF IDAHO } SS
COUNTY OF LATAH

FILED FOR RECORD _____ AT _____ : _____ M
AT THE REQUEST OF _____

COUNTY RECORDER

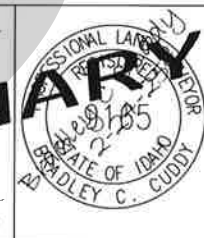
BY _____ DEPUTY

FEES \$ _____
INSTRUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE
BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY
DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY
HEREON SHOWN IS ACCURATE AND CORRECT AND WAS
COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE
BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH
THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST
OF FRANK MOTLEY

PRELIMINARY

Bradley C Cuddy
BRADLEY C. CUDDY, PLS 9165
DATE 2-24-25



NOTES:

- 1). The Basis of Bearings for this survey is S01°06'34"W along the East line of Section 19 between the monuments found at the Northeast section corner and the East 1/4 section corner, as shown hereon.
- 2). This survey was performed using a Carlson BRX-7 with a Topcon FC-5000 data collector, and a Sokkia SX-105T total station with a Topcon FC-5000 data collector.
- 3). This survey has an unadjusted mathematical error of closure less than the legally allowed maximum of one (1) part in five thousand (5000).
- 4). No attempt was made to show all the physical features of the property or all easements, recorded or unrecorded, written or unwritten.

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	225.0'	130.27'	286.26	N 62°32'57" W	79°00'33"
C2	200.0'	228.47'	216.25	N 55°46'14" W	65°27'07"
C3	260.0'	237.48'	229.66	N 75°50'39" W	52°25'08"
C4	260.0'	20.66'	119.58	N 36°20'23" W	35°25'25"
C5	165.0'	188.49'	178.46	N 55°46'14" W	65°27'07"
C6	29.00'	12.37'	12.28	S 13°43'31" W	24°26'36"
C7	29.00'	12.37'	12.28'	S 10°43'05" E	24°26'36"
C8	190.00'	262.00'	241.73'	N 62°32'57" W	79°00'33"
C9	235.00'	268.45'	254.09'	N 55°46'14" W	65°27'07"

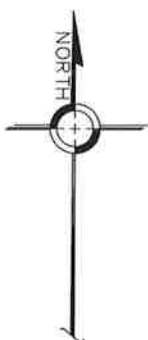
	
C UDDY & A SSOCIATES, Inc. Licensed Surveyors	
13950 Highway 12 Orofino, ID 83544	(208)-476-4643 brad.cuddy@cebridge.net
PROJECT: Anacine 8.0 SURVEY COMPLETED: 1/29/2025 FILE LAST MODIFIED: 2/24/2025 FILE NAME: ANACINE 8.0.dwg	DRAWN BY: JPF CHECKED BY: BCC SHEET: 2 OF 4
L&C: NMS:	

639894

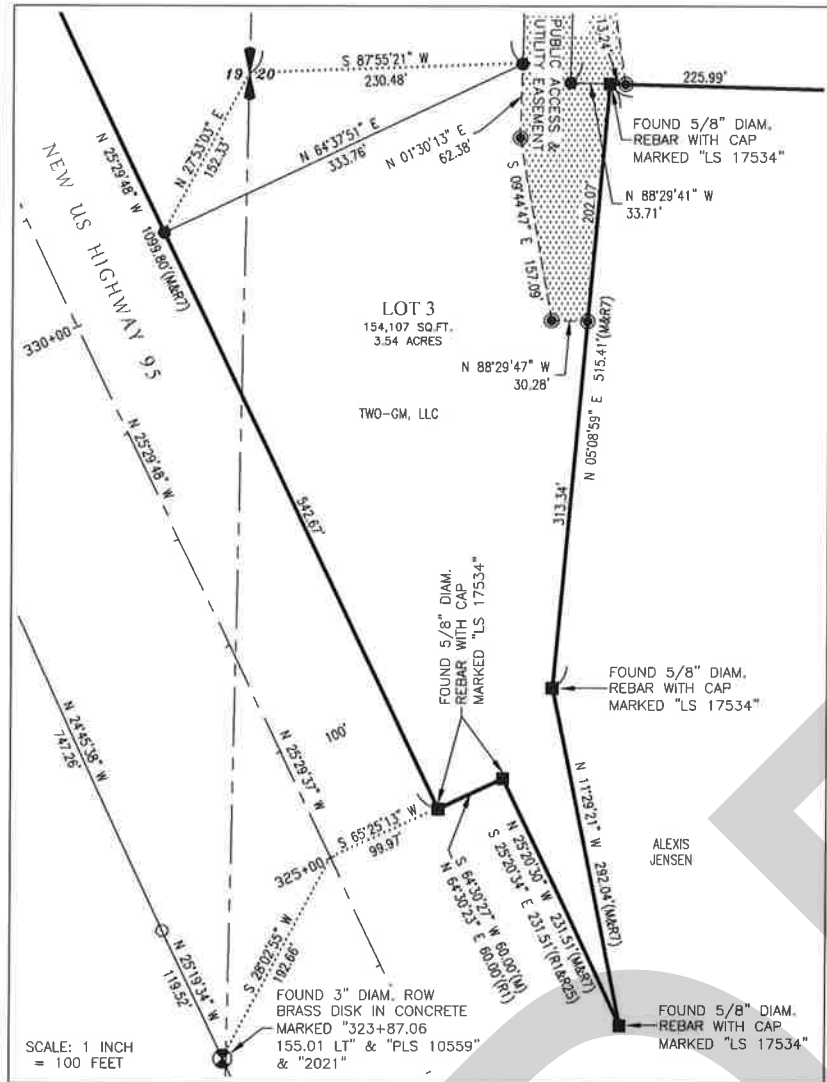
SOUTH MOSCOW BUSINESS PARK

SOMO DRIVE & HIGHWAY 95

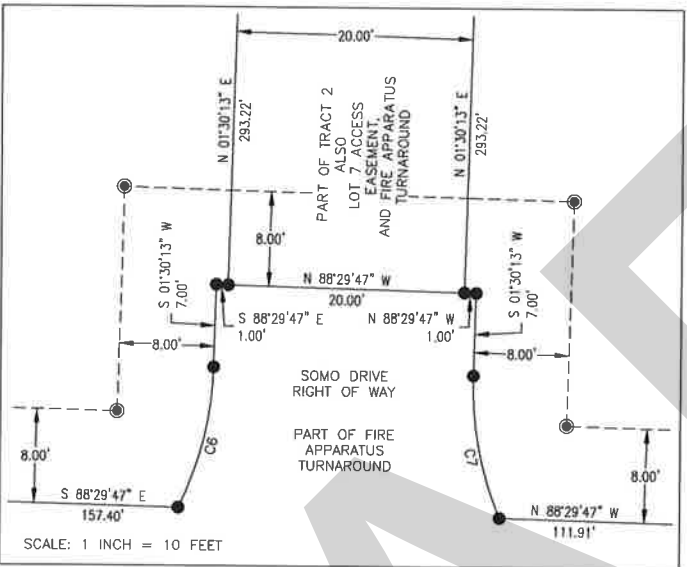
Sections 19 & 20, Township 39 North, Range 5 West,
Boise Meridian, Latah County, Idaho



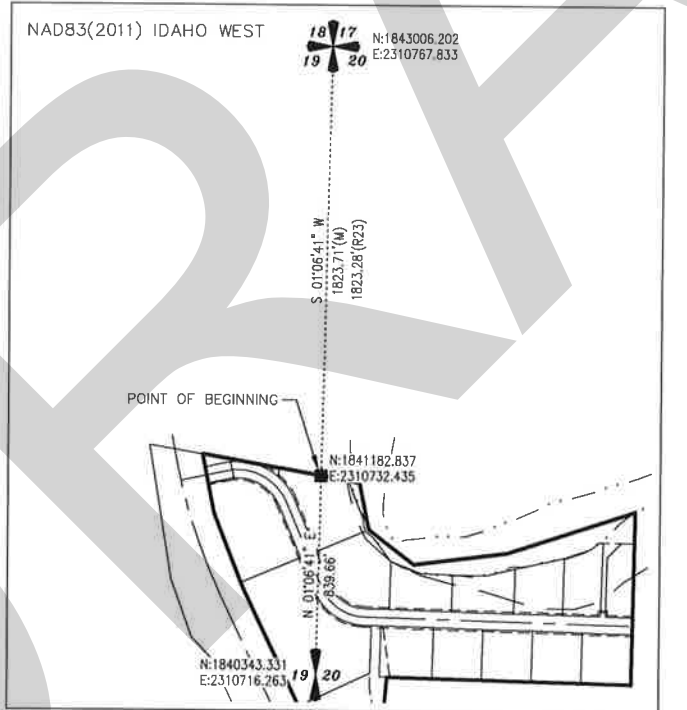
DETAIL "A"



DETAIL "B"



POINT OF BEGINNING TIES



REFERENCES:

No.	Document	By	Inst. No.	Date
R1	US Highway 95 Plan & Profile Federal Aid Project No. DHP-NH-4110(156)	Idaho Transportation Department		January, 2020
R2	Record of Survey	Larry J. Hodge	336475	March, 1984
R3	Record of Survey	Larry J. Hodge	387155	October, 1991
R4	Record of Survey	Larry J. Hodge	443922	March, 1999
R5	Record of Survey	Larry J. Hodge	483519	December, 2003
R6	Record of Survey	Ronald P. Manson	487387	May, 2004
R7	Amended Record of Survey	Michael E. Dahlin	617710	August, 2021
R8	Record of Survey	Larry J. Hodge	536508	April, 2010
R9	Record of Survey	John L. Dunn	564670	March, 2014
R10	Record of Survey	Allison K. Younger	568879	September, 2014
R11	Record of Survey	John L. Dunn	570464	February, 2015
R12	Record of Survey	John H. Goettsche	577923	April, 2016
R13	Record of Survey	Duane E. Priest	591041	March, 2018
R14	Record of Survey	Duane E. Priest	592787	June, 2018
R15	Record of Survey	Larry J. Hodge	453080	July, 2000
R16	Record of Survey	Larry J. Hodge	524459	August, 2008
R17	Record of Survey	John H. Goettsche	578582	May, 2016
R18	Record of Survey	Michael E. Dahlin	609344	October, 2022
R19	Record of Survey	Jack S. Hammond	343486	April, 1983
R20	Corner Perpetuation & Filing Record	Gary Presol	382427	May, 1991
R21	Corner Perpetuation & Filing Record	Allison K. Younger	580663	August, 2016
R22	Warranty Deed	Deesten Farms to Schweitzer Engineering	609137	September, 2020
R23	Warranty Deed	Scott Clyde to Two-GM, LLC	618609	September, 2021
R24	Warranty Deed	Steve Clyde to ITD	596246	December, 2018
R25	Warranty Deed	Steve Clyde & Scott Clyde to ITD	596245	December, 2018
R26	Quitclaim Deed	Clyde Five, LLC to Kenneth Clyde	592935	June, 2018
R27	Quitclaim Deed	Gay Lynn Clyde to Two-GM, LLC	590472	February, 2018
R28	Warranty Deed	Scott Clyde to Nathan Wasankari & Contreras	617146	August, 2021
R29	Warranty Deed	Nathan Wasankari to Nathan Wasankari & Contreras	619128	October, 2021
R30	Warranty Deed	Scott Clyde & Steve Clyde to Douglas Wasankari	562009	October, 2013
R31	Warranty Deed	Robert Clyde to Douglas Wasankari	372243	July, 1989
R32	Deed of Distribution by Personal Rep.	David Mundy to David Mundy	594848	September, 2018
R33	Quitclaim Deed	Latah County to Larry Germer	565971	June, 2014
R34	Warranty Deed	S&S Clyde, LLC to Larry Germer	577163	February, 2016
R35	Warranty Deed	Deesten to Latah County Grain Growers, Inc (CHS Moscow, Inc)	381241	May, 1984
R36	Deed of Dedication & Correction	Deesten & Latah County Grain Growers, Inc to City of Moscow	337015	May, 1984
R37	Warranty Deed	Deesten to Latah County Grain Growers, Inc (CHS Moscow, Inc)	275244	May, 1975
R38	Warranty Deed	Deesten Farms LLC to Schweitzer	609137	September, 2020
R39	Warranty Deed	Scott Clyde to Kenneth Clyde	618608	September, 2021
R40	Ordinance No. 2020-12	City of Moscow, Idaho	610337	November, 2020
R41	Ordinance No. 2023-01	City of Moscow, Idaho	627343	January, 2023
R42	Preliminary Record of Survey	Michael E. Dahlin	Preliminary	March, 2022
R43	Ordinance No. 2020-12	City of Moscow	610337	November, 2020
R44	Warranty Deed	Scott Clyde to ITD	604529	March, 2020
R45	Warranty Deed	Kenneth Clyde to ITD	618566	September, 2021

© 2023, Cuddy & Associates

RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF LATAH } ss
FILED FOR RECORD _____ AT _____ M.
AT THE REQUEST OF _____
BY _____ COUNTY RECORDER
DEPUTY
FEES \$ _____
INSTRUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY
DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY
HEREON SHOWN IS ACCURATE AND CORRECT AND WAS
COMPILED FROM THE NOTES OF AN ACTUAL SURVEY
BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH
THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST
OF FRANK MOTLEY.
PRELIMINARY
BRADLEY C. CUDDY, PLS 9165
DATE 2-24-25



Cuddy & Associates, Inc.
Licensed Surveyors
13950 Highway 12
Orlando, ID 83544
(208)-476-4643
brad.cuddy@cebridge.net

PROJECT: Anacine 8.0
DRAWN BY: JPF
SURVEY COMPLETED: 1/29/2025
CHECKED BY: BCC
FILE LAST MODIFIED: 2/24/2025
SHEET: 3 OF 4
FILE NAME: ANACINE 8.0.dwg
LOCATION: S.19&20, T.39N., R.5W., B.M., Latah Co., ID.

639894

SOUTH MOSCOW BUSINESS PARK

SOMO DRIVE & HIGHWAY 95

Sections 19 & 20, Township 39 North, Range 5 West,
Boise Meridian, Latah County, Idaho

LATAH COUNTY SURVEYOR

THIS PLAT HAS BEEN CHECKED AND MEETS THE REQUIREMENTS
OF TITLE 50, CHAPTER 13, IDAHO CODE. EXAMINED AND
APPROVED BY THE LATAH COUNTY SURVEYOR THIS ____ DAY
OF _____, 20____.

LATAH COUNTY SURVEYOR _____ DATE _____

CITY OF MOSCOW ENGINEER

EXAMINED AND APPROVED BY THE CITY OF MOSCOW ENGINEER
THIS ____ DAY OF _____, 20____.

ENGINEER, CITY OF MOSCOW, IDAHO _____ DATE _____

PUBLIC HEALTH-IDAHO NORTH CENTRAL DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50,
CHAPTER 13, HAVE BEEN SATISFIED. SANITARY RESTRICTIONS
MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326,
IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF
DISAPPROVAL.

ENVIRONMENTAL HEALTH SPECIALIST _____ DATE _____
PUBLIC HEALTH-IDAHO NORTH CENTRAL DISTRICT

LATAH COUNTY TREASURER

I HEREBY CERTIFY THAT TAXES AND ASSESSMENTS FOR THE
PROPERTY SHOWN HEREON HAVE BEEN PAID FOR THE YEAR
_____, AND PRECEDING YEARS. AS OF THIS ____ DAY OF
_____, 20____.

LATAH COUNTY TREASURER _____ DATE _____

CITY OF MOSCOW PLANNING & ZONING

APPROVAL OF THIS PLAT BY THE CITY OF MOSCOW CERTIFIES
AGREEMENT TO ALLOW CONNECTION OF THE ABOVE DESCRIBED
PROPERTY TO THE MUNICIPAL WATER SYSTEM AND SATISFIES
SECTION 50-1334, IDAHO CODE.

EXAMINED AND APPROVED BY ACTION OF THE MOSCOW
PLANNING AND ZONING COMMISSION AT A REGULAR MEETING
WITH A QUORUM PRESENT THIS ____ DAY OF
_____, 20____.

CHAIRPERSON, PLANNING & ZONING COMMISSION _____ DATE _____

MOSCOW CITY COUNCIL

EXAMINED AND APPROVED BY ACTION OF THE MOSCOW CITY
COUNCIL AT A REGULAR MEETING WITH A QUORUM PRESENT
THIS ____ DAY OF _____, 20____.
DEDICATION OF ALL PUBLIC STREETS, EASEMENTS, AND
PARKLAND DESCRIBED ON THIS PLAT IS HEREBY ACCEPTED IN
ACCORDANCE WITH SECTION 50-1313, IDAHO CODE.

MAYOR, CITY OF MOSCOW _____ DATE _____

MOSCOW CITY CLERK _____ DATE _____

COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE
OFFICE OF THE RECORDER OF LATAH COUNTY, IDAHO AT THE REQUEST
OF _____ THIS ____ DAY
OF _____, 20____, AT ____ O'CLOCK ____ M., AND
DULY RECORDED AS INSTRUMENT NUMBER _____.

RECORDER, LATAH COUNTY, IDAHO _____ DATE _____

OWNERS CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS, THAT TWO-GM, L.L.C., IS
THE OWNER OF THE LAND AND PREMISES HEREON DESCRIBED, AND
HAS CAUSED SAID LAND TO BE SUBDIVIDED AND PLATTED AS SHOWN
HEREON AS AN ADDITION TO THE CITY OF MOSCOW, LATAH COUNTY,
IDAHO, TO BE KNOWN AS "SOUTH MOSCOW BUSINESS PARK". THE
UNDERSIGNED DOES HEREWITH DECLARE HIS INTENTION TO DEDICATE
FOR PUBLIC USE THE RIGHTS OF WAY, THE PUBLIC UTILITY
EASEMENTS, AND OTHER PUBLIC EASEMENTS SHOWN HEREON. THE
UNDERSIGNED CERTIFIES THAT ALL LOTS WITHIN THIS PLAT WILL BE
ELIGIBLE TO RECEIVE WATER SERVICES FROM AN EXISTING WATER
SYSTEM, BE THE WATER SYSTEM MUNICIPAL, A WATER DISTRICT, A
PUBLIC UTILITY SUBJECT TO THE REGULATION OF THE IDAHO PUBLIC
UTILITIES COMMISSION, OR A MUTUAL OR NONPROFIT WATER
COMPANY, AND THE EXISTING WATER DISTRIBUTION SYSTEM HAS
AGREED IN WRITING TO SERVE ALL OF THE LOTS IN THE SUBDIVISION
(SECTION 50-1334, IDAHO CODE). THE UNDERSIGNED DOES
HEREWITH DEDICATE TO THE PUBLIC TRACT 1 AND TRACT 2 FOR
DRAINAGE AND DETENTION POND PURPOSES.

IN WITNESS THEREOF, THE UNDERSIGNED HAS SET HIS HAND.

FRANK MOTLEY (MANAGING MEMBER) _____ DATE _____

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF LATAH

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED FRANK
MOTLEY, KNOWN OR IDENTIFIED BY ME TO BE THE PERSONS WHO EXECUTED
THE FOREGOING OWNERS CERTIFICATE, A FREE AND VOLUNTARY ACT.

IN WITNESS THEREOF, THIS ____ DAY OF _____, 20____,
I SET MY HAND AND AFFIX MY SEAL.

NOTARY PUBLIC, IN AND FOR THE SAID STATE

RESIDING AT _____

MY COMMISSION EXPIRES _____

© 2025, Cuddy & Associates

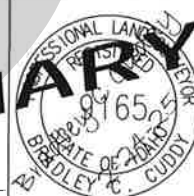
RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF LATAH } SS
FILED FOR RECORD _____ AT _____ M.
AT THE REQUEST OF _____

COUNTY RECORDER
BY _____ DEPUTY
FEES \$ _____
INSTRUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE

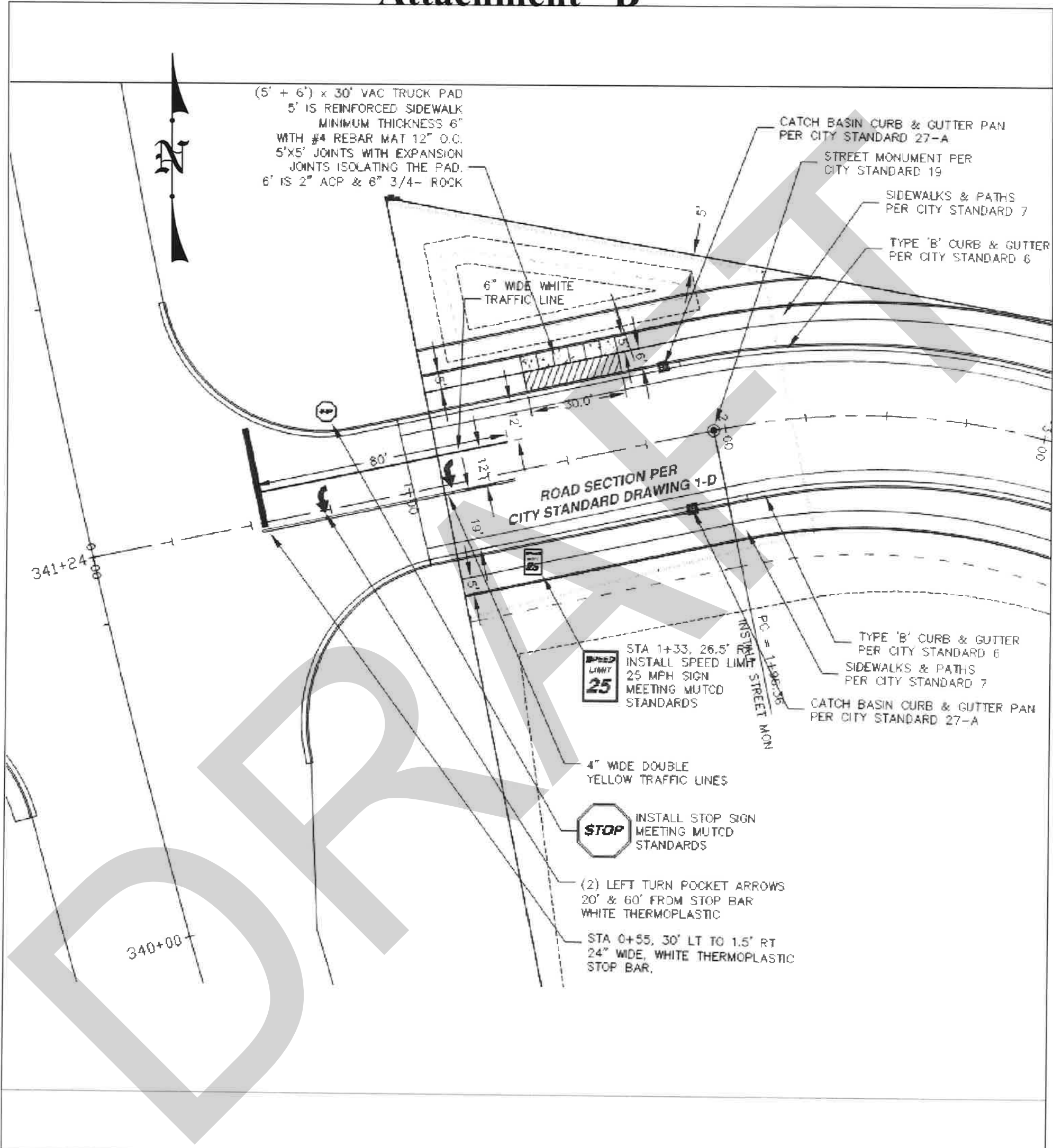
BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY
DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY
HEREON SHOWN IS ACCURATE AND CORRECT AND WAS
COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE
BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH
THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST
OF FRANK MOTLEY.
PRELIMINARY
BRADLEY C. CUDDY, PLS 9165
DATE 2-24-25



DOCUMENTS PREPARED WITH THIS SURVEY

C UDDY & ASSOCIATES, Inc. Licensed Surveyors	
13950 Highway 12 Grofino, ID 83544	(208)-476-4643 bradcuddy@cebridge.net
PROJECT: Anacline 8.0	DRAWN BY: JPF
SURVEY COMPLETED: 1/29/2025	CHECKED BY: BCC
FILE LAST MODIFIED: 2/24/2025	SHEET: 4 OF 4
FILE NAME: ANACLINE 8.0.dwg	
LOCATION: S.19&20, T.39N., R.5W., B.M., Latah Co., ID.	

Attachment "B"

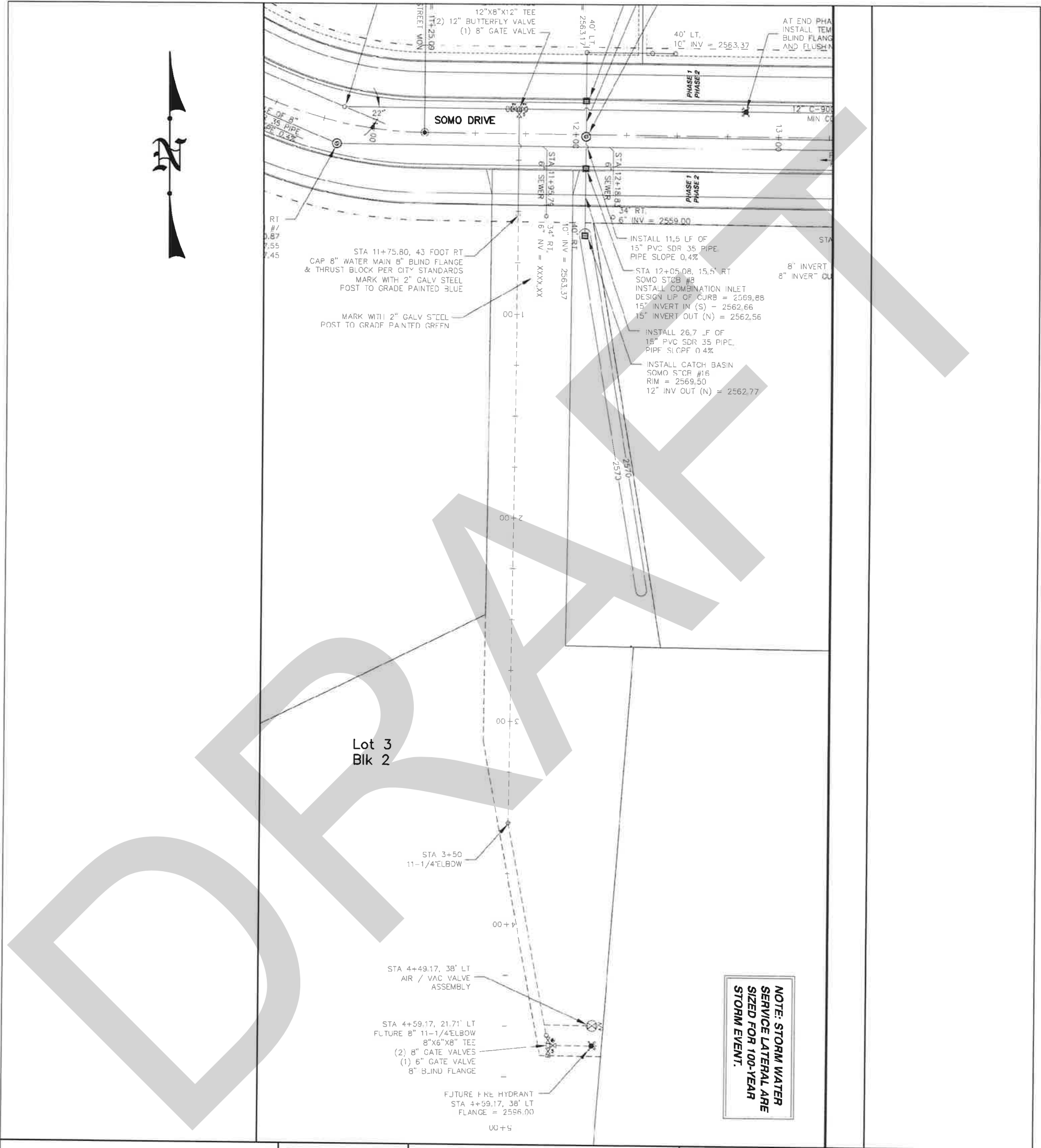


CITY OF MOSCOW ENGINEERING DEPARTMENT MOSCOW, IDAHO	SCALE: NTS	EXHIBIT "B"			
	DATE: APRIL 24, 2025		DATE	DRAWN BY:	CHK'D. BY:
	DRAWN BY: B. BUVEL				
	CHK'D. BY:				

SOMO Highway Approach Exhibit.dwg

Attachment "C"

639894



CITY OF MOSCOW ENGINEERING DEPARTMENT MOSCOW, IDAHO	SCALE: NTS	EXHIBIT "C"				
	DATE: APRIL 24, 2025		DATE	DRAWN BY:		CHK'D. BY:
	DRAWN BY: B.BUVEL					
	CHK'D. BY:					
			SOMO Highway Approach Exhibit.dwg			