

#### Agenda: September 23, 2015, 7:00 a.m.

#### City of Moscow Council Chambers • 206 E 3rd Street • Moscow, ID 83843

- 1. Consent Agenda Any item will be removed from the consent agenda at the request of any member of the Board and that item will be considered separately later.
  - **A.** Minutes from August 26<sup>th</sup>, 2015
  - **B.** August 2015 payables
  - C. August 2015 Financials

**ACTION:** Approve the consent agenda or take such other action deemed appropriate.

2. Public Comment for items not on agenda: Three minute limit

#### 3. Announcements

#### 4. Election of Board Chair – Bill Belknap

With the resignation of Chair John McCabe it is necessary to elect a new Board chair for the remainder of the 2015 calendar year until annual elections can occur on the first meeting in January of 2016 in accordance with the Agency Bylaws.

**ACTION:** Elect a new Board Chair for the remainder of the 2015 calendar year.

#### 5. MURA Financial Account Authorized Signature Update – Bill Belknap

There have been several recent staff and Board officer changes that require an update to the persons who are authorized to sign for financial transactions upon the MURA financial accounts. Bill Belknap has assumed the position of Executive Director, Jeff Spellman is replacing Joelle Dinubilo who has left the employment of the City finance department, and Chair McCabe has resigned from the Board. Staff is requesting the Board to approve the authorization of Bill Belknap, Don Palmer, Jeff Spellman and the newly elected Chair as authorized signers on the MURA financial accounts.

**ACTION:** Authorized Executive Director Bill Belknap, Treasurer Don Palmer, Accounting Specialist Jeff Spellman and the newly elected Chair as authorized signers on the MURA financial accounts.

#### 6. Sixth and Jackson EPA Brownfield Cleanup Grant Application Amendment – Bill Belknap

In early 2013 the MURA applied for and received an EPA Brownfield cleanup grant in the amount of \$115,317.00 to assist in funding the environmental remediation of the 6<sup>th</sup> and Jackson property. At that point in time it was thought that the contaminant of concern on the property was herbicides in shallow

soils in selected locations upon the property. Since that time, the nature and cost of the remediation effort has changed significantly, with the new constituent of concern being nutrients in the soils located at depths of up to 15 feet below ground surface as well as shallow groundwater nutrient contamination. As such, the cost of remediation is now estimated at approximately \$187,000. EPA has indicated that an additional \$84,683 in funding is available to assist in the additional cleanup cost. In order to acquire the additional funding, the MURA is required to submit a request along with an updated work plan detailing the scope of the new remediation effort. No additional match is required as the Agency previously requested and received a local match waiver to reduce the local match requirement to \$28,923 which includes \$14,200 in cash match and the remainder in kind. Staff has prepared a revised grant request and work plan for the Board's approval. Once approved it will be transmitted to EPA for the official grant award.

**ACTION:** Approve the proposed revised grant request and work plan and authorize the Executive Director's signature thereon; or take other action as deemed appropriate.

7. Sixth and Jackson Remediation Project Phase I Bid Award, Land Application Memorandum of Agreement, and Construction Management/Observation Services Agreement – Bill Belknap

The public comment period upon Assessment of Brownfield Clean up Alternatives (ABCA) for the Sixth and Jackson site closed on Friday September 11<sup>th</sup>. No comments were received, so the Agency can now begin to move forward with the environmental remediation activities. There are four components to the first phase of the remediation effort including the construction bid award, land application site Memorandum of Agreement, construction management/observation services, and geotechnical observation and testing services.

**ACTION:** Staff recommends the following actions:

**1.** Approve and authorize the Chair's signature upon the proposed Memorandum of Agreement between the Moscow Urban Renewal Agency and the Developers of the Palouse for the land application and treatment of the 6<sup>th</sup> and Jackson site soils; and

**2.** Accept and award the bid from Germer Construction in the amount of \$73,763 for Phase I remediation activities; and

**3.** Accept the professional services proposal from Terragraphics Environmental Engineering Inc. in the amount of \$2,362.22; and

**4.** Accept the professional services proposal from Strata for earthwork observation and testing in the amount of \$1,925.00.

### 8. Redevelopment Association of Idaho (RAI) Report – Gary Riedner

#### 9. General District Updates – Bill Belknap

- Legacy Crossing District
- Alturas District

**NOTICE**: Individuals attending the meeting who require special assistance to accommodate physical, hearing, or other impairments, please contact the City Clerk, at (208) 883-7015 or TDD 883-7019, as soon as possible so that arrangements may be made.



Minutes: August 26, 2015, 7:00 a.m.

#### City of Moscow Council Chambers • 206 E 3rd Street • Moscow, ID 83843

McCabe called the meeting to order at 7:00 a.m.

Attendance:		
Commission Members	Staff Present	Others
John McCabe	Bill Belknap, Executive Director	Mayor Bill Lambert
Steve Drown	Gary J. Riedner, City Supervisor	Tom Lamar, BOCC
Brandy Sullivan	Don Palmer, Finance Director	Gina Taruscio, Chamber
Art Bettge	Anne Peterson, Deputy Clerk	Justin Rasmussen
Dave McGraw	Stephanie Kalasz, City Clerk	Victoria Seever
John Weber		
Steve McGeehan		

- **1. Consent Agenda** Any item will be removed from the consent agenda at the request of any member of the Board and that item will be considered separately later.
  - **A.** Minutes from August 12<sup>th</sup>, 2015
  - B. July 2015 Financials

ACTION: Approve the consent agenda or take such other action deemed appropriate.

Bettge moved and McGeehan seconded approval of the consent agenda. Motion carried unanimously.

- 2. Public Comment for items not on agenda: Three minute limit No comments were offered.
- 3. Announcements No announcements were offered.
- 4. Discussion Regarding Alturas Technology Park Zoning and Private Covenants Bill Belknap Recently there has been renewed interest in what land uses are permitted within the Alturas Technology Park which was developed by the MURA. Land uses within the Park are regulated by both the Research, Technology and Office (RTO) Zoning District and the private restrictive covenants that were placed upon the property by the Agency at the time of development of each phase of the subdivision. There are perceptions that the RTO district is potentially too restrictive which has inhibited investment and development within the Park. Staff will provide an overview of the RTO District, detail the private restrictive convents that are in place for both Phase I and Phase II of the development, and share research that was conducted to examine common allowed uses in research and technology districts in other communities.

**ACTION:** Receive report and provide Staff direction; or take such other action deemed appropriate.

Belknap said there is a perception that zoning and covenants in Alturas are too restrictive. He provided the Board with background information. He discussed the circumstances at plan development and the primary goals and objectives. He explained the anticipated land uses in the area and the Research, Technology and Office Zoning District. He listed the RTO District principal and accessory uses as well as conditional and special uses. He went through limitations on uses. He explained the challenges of the District and discussed the covenants in Phase I and Phase II properties including restrictions. He had staff look into how other entities handle research and technology uses and zoning. He reviewed the information they found. He read the recommendations of the Planning Department and displayed a chart of proposed uses in the RTO Zone. He said the purpose of today's meeting was primarily to inform the Board and there are a number of potential actions which he discussed. He said staff would like to continue the conversation in a future meeting after doing more research. The business owners will need to be contacted as well to have this discussion. There was discussion about whether there have been inquiries from interested businesses that would not be allowed in the business. Belknap invited Justin Rasmussen from Palouse Commercial Real Estate to speak.

Rasmussen said he has been working with Shelley Bennett for a year. His approach for marketing is to streamline the process and identify companies that could go into that area and do a presentation for them. He discussed the issues that have come up when they have talked to businesses about the possibility of developing in Alturas. Many feel the covenants are too restrictive and don't want to make an investment there. He said he think the proposed changes would be helpful. There was discussion about the marketability of the property in the event that the business needs to sell the property in the future. Rasmussen said more businesses are looking for a smaller footprint instead of a big box building. There was some discussion about the proposed language, limitations and uses. Bettge said he thinks staff is taking the right approach. Drown said he would like staff to look into how people address filling technology parks. There are models that staff could look at to reenergize the park. Bettge said educating the current tenants is important as well. McGeehan said the concerns need to be addressed in a positive light and that these changes can be beneficial to the companies in Alturas.

Weber said Alturas I was successful and Alturas II was more restrictive and lot sales have stagnated. He discussed the benefit of making the uses less restrictive. There was discussion about what is needed to amend the covenants. Belknap said it would be nice to have the same covenants for the entire park. There was discussion about the proposed language. Riedner said the business model has changed since 1996. He said the original plan was to house tech companies that started out of the university. He explained that the issue is not about traffic. This park was built with public funds and retail medical offices do not need assistance with development. The intent is not to sell lots but to encourage certain types of businesses and development. Belknap said staff will continue research and obtain input from Alturas occupants and property owners. When that is completed, staff will bring back information to the Board.

5. 6<sup>th</sup> and Jackson Environmental Remediation Project and Grant Report – Bill Belknap

Staff will provide an update on the 6<sup>th</sup> and Jackson property environmental remediation and the additional EPA cleanup grant fund application process.

**ACTION:** Receive report and provide Staff direction; or take such other action deemed appropriate.

Belknap said the Work Plan is still out for public comment. He met with owner of potential disposal site to discuss disposal costs and obligations. He explained some options for disposal. Staff is working on a Memorandum of Understanding with the property owner of the land where the contaminated dirt will be taken. Fill has been stockpiled for the project. Staff is currently finalizing project specifications for Phase I of remediation with the hope to ask for bids next week. Staff has requested a quote for remediation amendment material to procure in advance to expedite remediation efforts. Staff is also preparing Phase II specifications to follow excavation activities and the EPA has notified staff that an additional \$85,000 in grant funding is available this calendar year so staff will make that application and the work plan will need to be amended. Staff is hoping to have it complete before winter weather sets in.

#### 6. Redevelopment Association of Idaho (RAI) Report – Gary Riedner

Riedner said there is an interim committee in the legislature looking at urban renewal. It was formed primarily due to concerns about urban renewal agencies. He explained some of the concerns which included the fact that the board is not elected as well as the scope of some of the projects. He discussed what the Committee is doing. There are three additional meetings before the end of the year. There is a belief that Utah does it right so some of their example may be followed. He went through part of a presentation that was given to the Committee and discussed several successful projects. He explained the benefits of a URA. The URA law was drafted because development had stagnated in the state. He said the annual meeting of the RAI will be on the 15<sup>th</sup> of September. He is encouraging the RAI to take a position of advocacy. He said if the Board can go talk to the legislators personally it will have more impact. He said the meeting will be in February if anyone can go.

#### 7. General District Updates – Bill Belknap

- Legacy Crossing District
- Alturas District

Belknap said a new car dealer is going into the Ambassador Auto building. He discussed some improvements that he wants to discuss with the Idaho Transportation Department. He said the Council will consider an ordinance to dissolve the Alturas Tax Allocation District.

McGeehan said this is John McCabe's last meeting and it is sad when someone great leaves. He thanked McCabe for his service to the Board. Mayor Lambert said McCabe has been on the URA for 15 years and he has helped make it a success. He said Moscow's loss is Lewiston's gain. He thanked him for his service. Riedner said he has worked with McCabe for many years. He said McCabe has always brought a steady hand and steadfastness as Chair of the Board. Around the state the URA has a great reputation and McCabe has had a hand in that. Mayor Lambert presented McCabe with an award for his service.

**8.** Adjourn - Executive Session per Idaho Code 74-206(1)(C) and (F) – The meeting will not reconvene. At 8:33 a.m. Weber moved and McGeehan seconded to adjourn into executive session per Idaho Code 74-206(1)(C) and (F). Motion carried unanimously.

The executive session started at 8:34 a.m. Present: Steve Drown, Art Bettge, Dave McGraw, John McCabe, Steve McGeehan, Brandy Sullivan, John Weber, Bill Belknap, Don Palmer, Anne Peterson and Stephanie Kalasz. The Executive Session concluded at 8:42 a.m.

## Checks for Approval

User: jspellman Printed: 9/15/2015 - 11:41am



# August 2015

Check	Check Date	Account Name	Vendor	Amount
0	08/25/2015	Heat. Lights & Utilities	City of Moscow	168.45
4334	08/04/2015	Administrative Services	City of Moscow	15.000.00
4334	08/04/2015	Professional Services-Exec Dir	City of Moscow	4,285.00
4335	08/12/2015	Professional Services-Alturas	Elam & Burke	1,004.50
4335	08/12/2015	Professional Services-Legacy	Elam & Burke	18.50
4336	08/12/2015	Marketing Expense-General	News Review Publishing Co.	207.00
4337	08/12/2015	Fiscal Agent Trustee fees	Zions First National Bank	1,500.00
4338	08/25/2015	Travel & Meetings-General	Stephanie Kalasz	12.23
4339	08/25/2015	Marketing Expense-Alturas	News Review Publishing Co.	64.6

Report Total:

22,260.28

Accounts payable expenditures as contained herein were made in compliance with the dually adopted budget for the current fiscal year and according to Idaho law.

Chairperson

Bill Belknap, Executive Director

Donald L. Palmer, Treasurer

#### Checks by Date - Detail By Check Date

User: jspellman Printed: 9/15/2015 11:41 AM

1



				Check Amount
Check No: Vendor:	4334 UCITYMOS	Check Date: City of Moscow	8/4/2015	
Invoice:	Jul-15	Executive Director Salary & A	Admin Service Agreement	19,285.00
				19,285.00
			Date Total:	19,285.00
Check No:	4335	Check Date:	8/12/2015	
Vendor:	UELAMBUR	Elam & Burke		
Invoice:	158587	Leal Fees - Alturas Termination	on Plan	1,004.50
Invoice:	158588	Leal Fees - Legacy		18.50
				1023.00
Check No:	4336	Check Date:	8/12/2015	
Vendor:	UMOSPULD	News Review Publishing Co.		
Invoice:	113115	URA Budget Hearing Notice		207.00
		5 5		207.00
Check No:	4337	Check Date:	8/12/2015	
Vendor:	UZIONS	Zions First National Bank		
Invoice:		Annual Trustee Fee		1500.00
				1500.00
			Date Total:	2 730 00
Check No <sup>.</sup>	ACH	Check Date:	8/22/2015	
Vendor <sup>.</sup>	UCITYMOS	City of Moscow Monthly Bill	0/22/2015	
Invoice:	Aug-15	Water Sewer Street Light		168.45
mvolee.	Aug 15	Water, Sewer, Succe Eight		168.45
Check No:	4338	Check Date:	8/22/2015	100.45
Vendor	LITEMP	Stenhanie Kalasz	0/22/2015	
Invoice:	TR455	July 8 Meeting Supplies		12.22
Involce.	11(+55	July 8 Meeting Supplies		12.23
Check No:	1330	Check Date:	8/22/2015	12.25
Vendor:		Nows Paviow Publishing Co	0/22/2013	
Invoice:	11/002	Alturna Lota		64.60
mvoice.	114072	Alturas Lois		64.60
				04.00
			Date Total:	245.28
			Report Total:	22,260.28



### Balance Sheet August 31, 2015

	Total
	Funds
ASSETS	······································
Cash	9,148
Investments-LGIP	1,359,174
Investments-Zions Debt Reserve	42,606
Land Held For Resale	531,256
Land	505,803
Infrastructure Assets	1,186,207
Accumulated Depreciation	(694,989)
Total Assets	2,939,205
LIABILITIES	
Deposits Pavable	5,000
Series 2007 Bond - due within one year	109.948
Series 2010 Bond - due within one year	24.000
Latah County payback agreement - due within one year	4,000
Series 2010 Bond - due after one year	399,000
Latah County payback agreement - due after one year	110,537
Total Liabilities	652,485
FUND BALANCES	
Net Assets Invest. Cap Assets	508,385
Restricted Fund Balance	159,483
Unrestricted Fund Balance	1,310,192
Total Fund Balance	1,978,060
Retained Earnings:	308,659
Total Fund Balance and Retained Earnings:	2,286,719
Total Liabilities, Fund Balance and Retained Earnings:	\$2,939,204

20

# General Ledger Revenue Analysis

User: jspellman Printed: 09/15/15 13:47:44 Period 11 - 11 Fiscal Year 2015



Account Number	Description	Bud	geted Revenue	Perio	od Revenue	YT	D Revenue	Unc	ollected Bal	% F	Received
890	Moscow Urban Renewal Agency		0								
890-000-00-410-00	Property Taxes - Alturas	\$	394,000.00	\$	2,305.45	\$	406,976.39	\$	(12,976.39)		103.29%
890-000-00-410-01	Property Taxes - Legacy	\$	100,000.00	\$	218.18	\$	179,053.90	\$	(79,053.90)		179.05%
890-000-00-431-11	EPA Clean-up Grant - Legacy	\$	111,757.00	\$	-	\$		\$	111,757.00		0.00%
890-000-00-471-00	Investment Earnings	\$	1,000.00	\$	640.64	\$	2,799.27	\$	(1,799.27)		279.93%
890-000-00-478-10	Sale of Land - Alturas	\$	157,380.00	\$		\$	-	\$	157,380.00		0.00%
890-000-00-478-11	Sale of Land - Legacy	\$	467,965.00	\$	-	\$		\$	467,965.00		0.00%
890-000-00-910-00	Beg Fund Bal Unassigned	\$	46,349.00	\$	-	\$	<b>a</b>	\$	46,349.00		0.00%
890-000-00-911-00	Beg Fund Bal Assigned-Alturas	\$	617,250.00	\$	-	\$	8	\$	617,250.00		0.00%
890-000-00-911-01	Beg Fund Bal Res-Alturas	\$	115,175.00	\$		\$	-	\$	115,175.00		0.00%
890-000-00-912-00	Beg Fund Bal Assigned-Legacy	\$	183,194.00	\$		\$		\$	183,194.00		0.00%
890-000-00-912-01	Beg Fund Bal Res-Legacy	\$	68,312.00	\$		\$	:#	\$	68,312.00		0.00%
890	Moscow Urban Renewal Agency	\$	2,262,382.00	\$	3,164.27	\$	588,829.56	\$	1,673,552.44	\$	26.03
Revenue Total		\$	2,262,382.00	\$	3,164.27	\$	588,829.56	\$	1,673,552.44		26.00%

# General Ledger Expense vs Budget

#### User: jspellman

Printed: 09/15/15 13:47:54 Period 11 - 11 Fiscal Year 2015



Account Number	Description Urban Renewal Agency Fund	Budget		Pe	riod Amount	End Bal	Variance	Avail	/Uncollect	% Collected
880	General Agency									
890-880-10-642-00	Administrative Services \$	30,000	.00	\$	15,000.00	\$ 30,000.00	\$	\$		100.00%
890-880-10-642-10	Professional Services-Exec Dir \$	51,420	.00	\$	4,285.00	\$ 47,135.00	\$ 4,285.00	\$	4,285.00	91.67%
890-880-10-642-15	Professional Services-Other \$	5,000	.00	\$	2.54	\$ 2,808.00	\$ 2,192.00	\$	2,192.00	56.16%
890-880-10-642-20	Professional Services-Auditing \$	4,700	.00	\$	1.00	\$ 4,500.00	\$ 200.00	\$	200.00	95.74%
890-880-10-642-30	Professional Services-Computer \$	2,000	.00	\$	- (R	\$ 19.95	\$ 1,980.05	\$	1,980.05	1.00%
890-880-10-644-10	Marketing Expense-General \$	1,000	.00	\$	207.00	\$ 557.16	\$ 442.84	\$	442.84	55.72%
890-880-10-668-10	Liability Insurance-General \$	1,540	.00	\$	(iii)	\$ 1,492.00	\$ 48.00	\$	48.00	96.88%
E02	Contractual \$	95,660	.00	\$	19,492.00	\$ 86,512.11	\$ 9,147.89	\$	9,147.89	90.44%
890-880-10-631-10	Postage Expense \$	100	.00	\$	2,52	\$ ~	\$ 100.00	\$	100.00	0.00%
890-880-10-631-20	Printing and Binding \$	400	.00	\$		\$ 60.00	\$ 340.00	\$	340.00	15.00%
890-880-10-647-10	Travel & Meetings-General \$	1,000	.00	\$	12.23	\$ 257.44	\$ 742.56	\$	742.56	25.74%
890-880-10-649-10	Professional Development \$	1,000	.00	\$	-	\$ 1	\$ 1,000.00	\$	1,000.00	0.00%
890-880-10-669-10	Misc. Expense-General \$	500	.00	\$	5 <b>8</b> 6	\$ 34.97	\$ 465.03	\$	465.03	6.99%
E03	Commodities \$	3,000	.00	\$	12.23	\$ 352.41	\$ 2,647.59	\$	2,647.59	11.75%
880	General Agency \$	98,660	.00	\$	19,504.23	\$ 86,864.52	\$ 11,795.48	\$	11,795.48	88.04%
890	Alturas									
890-890-10-642-10	Professional Services-Alturas \$	40,000	.00	\$	1,004.50	\$ 4,116.50	\$ 35,883.50	\$	35,883.50	10.29%
890-890-10-642-12	Land Sale Expense-Alturas \$	23,000	.00	\$	2 <b>4</b> 3	\$ 345	\$ 23,000.00	\$	23,000.00	0.00%
890-890-10-644-10	Marketing Expense-Alturas \$	10,000	.00	\$	64.60	\$ 646.76	\$ 9,353.24	\$	9,353,24	6.47%
E02	Contractual \$	73,000	.00	\$	1,069.10	\$ 4,763.26	\$ 68,236.74	\$	68,236.74	6.53%
890-890-10-647-10	Travel & Meetings-Alturas \$	1,500	.00	\$		\$ -	\$ 1,500.00	\$	1,500.00	0.00%
890-890-10-658-10	Repairs & Maintenance \$	10,750	.00	\$		\$ 98.58	\$ 10,651.42	\$	10,651.42	0.92%
890-890-10-669-10	Misc. Expense-Alturas \$	500	.00	\$	3. <b>4</b> 0	\$ 200	\$ 500.00	\$	500,00	0.00%
E03	Commodities \$	12,750	.00	\$		\$ 98.58	\$ 12,651.42	\$	12,651.42	0.77%

# General Ledger Expense vs Budget

#### User: jspellman

Printed: 09/15/15 13:47:54 Period 11 - 11 Fiscal Year 2015



Account Number	Description	Budget	Ρ	eriod Amount	End Bal	,	Variance	A	vail/Uncollect	% Collected
890-890-10-770-73	Improvements-Alturas	\$ 40,000.00	\$	ŝ	\$ 14,870.40	\$	25,129.60	\$	25,129.60	37.18%
E04	Capital Outlay	\$ 40,000.00	\$	2	\$ 14,870,40	\$	25,129.60	\$	25,129.60	37.18%
890-890-10-699-74	Depreciation Expense	\$ :(=)	\$		\$ ÷	\$		\$	<b>a</b> .	0.00%
890-890-10-699-99	Amortization Expense	\$ 0 <b>8</b> 0	\$		\$	\$	-	\$	(4)	0.00%
E81	Depreciation & Amortization	\$	\$		\$	\$	2	\$	1. T	0.00%
890-890-10-900-01	Contingency - Alturas	\$ 157,380.00	\$		\$ -	\$	157,380.00	\$	157,380.00	0.00%
E90	Contingency	\$ 157,380.00	\$	ŝ	\$ ŝ	\$	157,380.00	\$	157,380.00	0.00%
890	Alturas	\$ 283,130.00	\$	1,069.10	\$ 19,732.24	\$	263,397.76	\$	263,397.76	6.97%
895	Legacy Crossing									
890-895-10-642-10	Professional Services-Legacy	\$ 12,500.00	\$	18.50	\$ 7,867.50	\$	4,632.50	\$	4,632,50	62.94%
890-895-10-642-12	Land Sale Expense-Legacy	\$ 40,000.00	\$	8	\$	\$	40,000.00	\$	40,000.00	0.00%
890-895-10-644-10	Marketing Expense-Legacy	\$ 3,000.00	\$	2	\$ 198.27	\$	2,801.73	\$	2,801.73	6.61%
E02	Contractual	\$ 55,500.00	\$	18.50	\$ 8,065.77	\$	47,434.23	\$	47,434.23	14.53%
890-895-10-647-10	Travel & Meetings-Legacy	\$ 1,000.00	\$		\$	\$	1,000.00	\$	1,000.00	0.00%
890-895-10-652-10	Heat, Lights & Utilities	\$ 1,925.00	\$	168.45	\$ 1,684.50	\$	240.50	\$	240.50	87.51%
890-895-10-669-10	Misc. Expense-Legacy	\$ 500.00	\$	÷.	\$	\$	500.00	\$	500.00	0.00%
890-895-10-675-00	Fiscal Agent Trustee fees	\$ 1,750.00	\$	1,500.00	\$ 1,500.00	\$	250.00	\$	250.00	85.71%
890-895-10-676-15	Latah County Reimb. Agreement	\$ 2,000.00	\$	i i	\$ 4,000.00	\$	(2,000.00)	\$	(2,000.00)	200.00%
890-895-10-676-17	Jackson St Owner Part. Agr.	\$ 9,000.00	\$	-	\$ ¥	\$	9,000.00	\$	9,000.00	0.00%
890-895-10-676-20	Agreement Cost	\$ 1,200.00	\$		\$	\$	1,200.00	\$	1,200.00	0.00%
E03	Commodities	\$ 17,375.00	\$	1,668.45	\$ 7,184.50	\$	10,190.50	\$	10,190.50	41.35%
890-895-10-770-35	1% Public Art	\$ 1,000.00	\$	ŝ	\$ 8	\$	1,000.00	\$	1,000.00	0.00%
890-895-10-770-71	Land-Legacy	\$ -	\$	2	\$ 2	\$	-	\$		0.00%

# General Ledger Expense vs Budget

#### User: jspellman

Printed: 09/15/15 13:47:54 Period 11 - 11 Fiscal Year 2015



Account Number	Description	Budget	Pe	eriod Amount	End Bal		Variance	vail/Uncollect	% Collected
890-895-10-770-73	Improvements-Legacy	\$ 142,457.00	\$	-	\$ -	\$	142,457.00	\$ 142,457.00	0.00%
890-895-10-770-97	Infrastructure Improvements	\$ 1	\$	-	\$ -	\$	272	\$ -	0.00%
E04	Capital Outlay	\$ 143,457.00	\$	-	\$ -	\$	143,457.00	\$ 143,457.00	0.00%
890-895-10-676-10	Bond Issuance Cost	\$ -	\$	-	\$ <b>H</b>	\$	8 <b>-</b> 4	\$ -	0.00%
E05	Debt Service	\$ 	\$	*	\$ æ	\$	086	\$ -	0,00%
890-895-10-900-01	Contingency - Legacy	\$ 16,500.00	\$		\$ 5	\$	16,500.00	\$ 16,500.00	0.00%
E90	Contingency	\$ 16,500.00	\$	2	\$ 3	\$	16,500,00	\$ 16,500.00	0.00%
895	Legacy Crossing	\$ 232,832.00	\$	1,686.95	\$ 15,250.27	\$	217,581.73	\$ 217,581,73	6.55%
899	URA Debt Service								
890-899-11-790-01	Bond Principal - Alturas	\$ 109,950.00	\$	-	\$ 109,643.96	\$	306.04	\$ 306.04	99.72%
890-899-11-791-01	Bond Interest-Alturas	\$ 5,225.00	\$	ē	\$ 5,193.82	\$	31.18	\$ 31.18	99.40%
890-899-12-790-01	Bond Principal - Legacy	\$ 423,000.00	\$	24,000.00	\$ 24,000.00	\$	399,000.00	\$ 399,000.00	5.67%
890-899-12-791-01	Bond Interest - Legacy	\$ 19,490.00	\$	9,742.75	\$ 19,485.50	\$	4.50	\$ 4.50	99.98%
E05	Debt Service	\$ 557,665.00	\$	33,742.75	\$ 158,323.28	\$	399,341.72	\$ 399,341.72	28.39%
890-899-10-990-00	Ending Fund Bal Unassigned	\$ 47,349.00	\$		\$ -	s	47,349.00	\$ 47,349.00	0.00%
890-899-11-990-00	End Fund Bal Assigned-Alturas	\$ 786,840.00	\$	-	\$ =	\$	786,840.00	\$ 786,840.00	0.00%
890-899-11-990-01	End Fund Bal Res-Alturas	\$ ( <b>a</b> )	\$	-	\$ ž.	\$		\$	0.00%
890-899-12-990-00	End Fund Bal Assigned-Legacy	\$ 186,594.00	\$	-	\$ 2	\$	186,594.00	\$ 186,594.00	0.00%
890-899-12-990-01	End Fund Bal Res-Legacy	\$ 69,312.00	\$		\$ 5	\$	69,312.00	\$ 69,312.00	0.00%
E95	Ending Fund Balance	\$ 1,090,095.00	\$		\$ -	\$	1,090,095.00	\$ 1,090,095.00	0.00%
899	URA Debt Service	\$ 1,647,760.00	\$	33,742.75	\$ 158,323.28	\$	1,489,436.72	\$ 1,489,436.72	9.61%
890	Urban Renewal Agency Fund	\$ 2,262,382.00	\$	56,003.03	\$ 280,170.31	\$	1,982,211.69	\$ 1,982,211.69	12.38%

## BROWNFIELDS CLEANUP COOPERATIVE AGREEMENT REVISED WORK PLAN

for

217/317 West 6th Street (6th and Jackson) August 2, 2013 – Original Version September 17, 2015 – Revised Version for Addition Funding Request

Submitted by

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#### REVISED WORK PLAN FOR BROWNFIELDS CLEANUP COOPERATIVE AGREEMENT

### TABLE OF CONTENTS

1.	IN	TRODUCTION	2
	1.1	Project Description, History, Goals and Objectives	2
	1.2	Organizational Structure and Responsibilities	5
	1.3	Project Outputs and Outcomes	6
2.	PR	OJECT TASK DESCRIPTIONS	7
	2.1	TASK 1–PROJECT MANAGEMENT AND REPORTING	7
	2.1	.1 Project Management	7
	2.1	.2 Project Reporting-Periodic	8
	2.1	.3 Staff Training/Travel	9
	2.1	1.4 Contractor Procurement	1
	2.1	1.5 Final Performance Report 1	1
	2.2	TASK 2–PUBLIC INVOLVEMENT 1	2
	2.2	Public Notice and Comment	4
	2.2	2.3 Project Updates and other Public Information	4
	2.3	TASK 3-CLEANUP PLANNING 1	5
	2		6
	*Fı	unding Source: Greater Moscow Area Brownfield Coalition Assessment Grant1	6
	2.3	B.2 ESA and NHPA Requirements	17
	2.3	8.3 Quality Assurance Project Plan (QAPP) and Health and Safety Plan	17
	2.4	1.1 Cleanup Activities	9
	2.4	Final Cleanup Report   2	21
3.	SC	CHEDULE AND DELIVERABLES	22
4.	BU	JDGET	23
	4.1	Budget Narrative	25

## 1. INTRODUCTION

#### 1.1 Project Description, History, Goals and Objectives

The Moscow Urban Renewal Agency (Agency) received a United States Environmental Protection Agency (EPA) Brownfields Cleanup Grant for a .87-acre parcel previously used as a bulk storage facility for agricultural chemicals located at 217/317 West Sixth Street in Moscow, Idaho. Total grant award amount is \$115,000 with recipient contribution of \$28,023 for total allowable project costs of \$144,240 which is dedicated toward the cleanup of the subject site (site) were nutrients have been detected in the soil and groundwater which exceed allowable levels. The Agency entered into a three (3) year agreement with EPA detailed as follows: *EPA Cooperative Agreement Grant Number (FAIN) OOJ81501, Mod No. 1., Recipient – Moscow Urban Renewal Agency; Cleanup of 6<sup>th</sup> & Jackson Property, Project Period <u>September 1, 2013 – August 31, 2016.</u>* 

As a result of the prior use and activity, several elevated concentrations of nitrate, ammonia, and Total Kjeldahl Nitrogen have been detected in soil and groundwater on the site. The parcel has already been cleared of structures, exposing bare ground and is secured by barricades and barriers to eliminate vehicle access, shield monitoring wells, protect human health and safety, and safeguard against further contamination. The summarized Cleanup Goals and Objectives are listed in the attached *FINAL Analysis of Brownfields Cleanup Alternatives (ABCA) and Remediation Work Plan (Terra Graphics 2015), Section 3.5, Page 11*.

The site was originally approved for eligibility under an EPA Brownfields Coalition Assessment (Assessment) grant program on <u>December 18, 2011</u>. *(EPA Grant Number (FAIN): 00J24101, Modification No. 3, <u>Project Period September 1, 2010 – September 30, 2015</u>. Recipient: City of Moscow, as the lead agency and fiscal agent for the Applicant the Greater Moscow Area Coalition comprised of the City of Moscow, Moscow Urban Renewal Agency, and Latah County.* 

The historical and current environmental documents regarding the subject site can be found on the City of Moscow website at <u>http://www.ci.moscow.id.us/administration/brownfields</u>, and are outlined below in chronological order:

- June 9, 2008 Phase 1 Environmental Site Assessment (ESA) prepared by Strata Geotechnical Engineering (Strata 2008) for the prior property owner who sold the site to the Agency.
- <u>February 1, 2012</u> Quality Assurance Project Plan (QAPP) Phase II ESA prepared by TerraGraphics Environmental Engineering, Inc. (TerraGraphics 2012) to guide procedure of a limited Phase II ESA.
- <u>October 26, 2012</u> Draft Analysis for Brownfield Cleanup Alternatives (ABCA) completed by Tetra Tech Environmental Engineering (Tetra Tech 2012) to further

characterize the level of contamination in advance of the proposed cleanup.

- <u>May 1, 2013</u> Phase II ESA completed (Tetra Tech 2013) under the Assessment grant. Based on the results from this Phase II ESA Tetra Tech recommended additional site assessment activities to characterize the vertical extent of the contaminated soil for disposal purposes.
- <u>September 1, 2013 August 31, 2016</u> (Project Period), EPA Cooperative Agreement Grant Number (FAIN) OOJ81501, Recipient Moscow Urban Renewal Agency (MURA); Cleanup of 6<sup>th</sup> & Jackson Property, Mod No. 1.
- <u>October 18, 2013</u> Quality Assurance Project Plan (QAPP) Phase II Extension Addendum I, (TerraGraphics 2013) is to update the original QAPP (TerraGraphics 2012) for additional sampling activities to characterize the vertical extent of the soil contamination to evaluate the depth for excavation.
- January 17, 2014 Analysis for Brownfields Cleanup Activities (ABCA) completed (TerraGraphics 2014) to provide results from previous assessments and develop new rankings for the previously presented cleanup alternatives and updated Draft ABCA (Tetra Tech 2012). Recommended cleanup alternative chosen 4. Soil Excavation DU2 with Off-Site Disposal.
- <u>May 22, 2014</u> Moscow Urban Renewal Agency (Agency) was requested by the Idaho Department of Environmental Quality (IDEQ) to enter the subject site into the IDEQ Voluntary Cleanup Program (VCP) to successfully complete the cleanup of the subject site. Provide additional soil and groundwater sampling in order to fill remaining data gaps prior to implementing a remedial action strategy as part of the Assessment Grant in compliance with the development of a Voluntary Remediation Work Plan approved by IDEQ and suitable for public review and comment.
- June 3, 2014 Technical Memorandum Addressing Regulatory Analysis of Environmental Media Containing DDT and Dieldrin for subject site (TerraGraphics 2014). Collection of additional soil samples at deeper increments and determined that although RCRA and Land Disposal Restriction standards do not apply to the subject site's contaminated soil, the project is providing a net environmental benefit by utilizing aggressive remediation strategies, and using Idaho's Risk Evaluation Manual (IDEQ 2012) of conservative risk-based target levels evaluated against site-specific data.
- <u>November 17, 2014</u> Sampling and Analysis Plan (SAP)/Quality Assurance Project Plan (QAPP), Phase II ESA (Terra Graphics 2014). The primary goals will be to characterize potential soil and groundwater contamination, and to potentially provide data for use in the IDEQ's Risk Evaluation Manual (REM) in order to determine potential hazards and/or risks associated with found contamination.

- <u>February 20, 2015</u> Limited Phase II ESA (TerraGraphics 2015), report summarizes the additional soil and groundwater sampling performed in December 2014 as required under the IDEQ VRP.
- <u>April 2, 2015</u> Phase II ESA Final (TerraGraphics 2015), report summarizes the additional soil and groundwater sampling performed in December 2014 as required under the IDEQ VCP and provides recommendations for risk evaluation in conjunction with ABCA and evaluate remediation options.
- June 11 August 4, 2015 Draft Analysis of Brownfields Cleanup Alternatives (ABCA) and Remediation Work Plan (Terra Graphics 2015), comments accepted by IDEQ through September 11, 2015.

The redevelopment goals for this property coupled with the benefits of this cleanup grant will spur a transition of properties from their former uses to new uses, creating a more cohesive zoning arrangement, adding diversity to the general business and residential/office mixed use zones, and thereby transforming the area from its current economic liability to economic vibrancy. Due to the subject site's physical location between downtown Moscow and the University of Idaho, the Agency has given this property a high priority for redevelopment dedicated towards the cleanup of hazardous substances to prepare the site for future mixed commercial and residential development.

This Brownfields Cleanup project supports EPA's strategic plan, goal and objective for protecting human health and the environment focused on Goal 3 (Cleaning Up Communities and Advancing Sustainable Development), Objective 3.1 (Promote Sustainable and Livable Communities). More specifically this cleanup award will begin the restoration of a blighted site, restore the ecological system and initiate the redevelopment of a keystone anchor property in downtown Moscow located in the Legacy Crossing Urban Renewal District (Legacy Crossing). Cleanup activities will trigger the first steps in redeveloping the proposed mixed-use parcel to wide linear pathway known as the "Hello Walk" extension leading from the downtown Moscow to the University of Idaho (UI) campus.

The Agency was requested by Idaho Department of Environmental Quality (IDEQ) to enter the site into their Voluntary Cleanup Program (VCP) which then required additional testing, assessment, analysis, reports and cleanup activities (further described in the most recent attached ABCA) which has **increased the total allowable project costs by approximately forty-three percent (43%) or \$61,349.00**. In order to implement the new cleanup requirements the Agency must request additional funding from EPA in order to complete the goals and objectives of the project. Support for this requested is detailed in the referenced chronological timeline of environmental documents and reports.

#### **1.2** Organizational Structure and Responsibilities

The Agency was created in 1995 by the Moscow City Council pursuant to resolution 95-08, in accordance with Idaho Urban Renewal Law, Ch. 20, Title 50, Idaho Code (the "Law") and the Local Economic Development Act, Ch. 29, Title 50, Idaho Code (the "Act"). The Agency acts as an arm of the Idaho State government, entirely separate and distinct from the City of Moscow as provided in Idaho Code Section 50-2006. The purpose of the Agency is to undertake urban renewal projects in areas designated by the City of Moscow to be deteriorating, and to carry out this rehabilitation, conservation, redevelopment or a combination thereof in the interest of the public health, safety, morals or welfare of the residents of the City of Moscow.

The Agency is comprised of seven (7) Commissioners appointed by the Mayor and confirmed by the City Council, with terms as specified by the Mayor, as authorized by Moscow City Council Resolution 2008-17. Membership is constituted as follows: Two (2) members of the Moscow City Council; one (1) member of the Latah County Commission; and, four (4) members from the citizenry at large. Terms are staggered in such a fashion that no more than three (3) expire in any given year. The Board of Commissioners votes to elect the Chairman, Vice Chairman, and Secretary from the current members. The Treasurer office may be filled by Commissioners or by staff appointments made by the Commission. The Chairperson is the chief presiding officer of the Agency. The Chairman executes all deeds, bonds, contracts and other legal documents authorized by the Commission to the Agency's Executive Director who oversees the day-to-day operations of the Agency and carries out the policies of the Board.

Bill Belknap, Executive Director for the Moscow Urban Renewal Agency, will be the Project Manager for the Agency and oversee and implement the cleanup grant work plan. Mr. Belknap is also the Community Development Director for the City of Moscow and assists in the management of the Greater Moscow Area Brownfield Coalition Assessment Grant. In this capacity, Mr. Belknap regularly procures and retains the services of consultants to conduct various studies and planning activities. Mr. Belknap also has extensive experience in working with procurement requirements in accordance with 40CFR, Part 31, for a public agency in preparing a "Request for Qualification/Proposals" for consultant/contractor services, which will be utilized to implement this request and work plan. Mr. Belknap along with Kyle Steele, Environmental Compliance Coordinator for the City, will provide technical oversight, monitor cleanup activities, and provide the Agency's oversight of contractors and sub-contractors working on behalf of this grant award.

Alisa Anderson, Grants Manager for the City of Moscow, will also provide administrative staffing in support of this project. Ms. Anderson has 15 years of grant writing and administration experience and will be responsible for work plan modifications, financial management of the project to include disbursements and receipting of reimbursement requests, quarterly budget and other financial reports to EPA, and ACRES data entry and reporting. Ms. Anderson also administers the Greater Moscow Area Brownfield Coalition Assessment Grant and will be responsible for submitting quarterly reports to EPA Region 10. Ms. Anderson may be contacted via phone at (208) 883-7600 or email at <u>aanderson@ci.moscow.id.us</u>.

#### **1.3 Project Outputs and Outcomes**

The proposed cleanup plan including, if applicable, specific engineering and institutional controls is as follows:

- The Agency plans to contract with an environmental consulting/contracting firm to oversee the removal and disposal of 1,200 in-place cubic yards of contaminated soil that will be removed from the site and remediated at an approved and permitted facility. The excavated areas will be backfilled with clean fill material that will be sampled for potential contaminants (e.g. pesticides, metals, etc.) to ensure constituents in the imported soil are below IDEQ IDTLs and RATLs prior to use at the site. In addition a groundwater extraction and injection system will be installed to evacuate contaminated groundwater that will be discharged to the City's sanitary sewer system for treatment at the City of Moscow Wastewater Treatment Facility and allow for the injection of a liquid amendment (WILLCLEAR, or similar) to facilitate denitrification.
- The Agency has entered into IDEQ's VCP (see above) and will also use institutional controls to prohibit groundwater source development upon the site.

The redevelopment of the .87 Acre project site will result in the development of approximately 9,350 SF of ground floor commercial space and 9,650 SF of second floor residential housing, along with other site amenities. At final build-out, it is estimated that between twenty (20) and thirty (30) new positions will have been created. Additionally, new storm water control systems, a public plaza, sewer upgrades, irrigation infrastructure, telecommunication upgrades, street lighting and streetscape improvements will also be developed on or adjacent to the site. The Agency anticipates the new mixed-use development to act as a catalyst, spurring additional redevelopment efforts within Legacy Crossing.

#### 1.3.1 Pre-Award Community Notification

The original grant request was released for public notification on November 3 and 5, 2012, and comments were solicited from the community on the draft ABCA dated October 26, 2012 (Tetra Tech 2012) and the cleanup grant application on November 7, 2012, at a community meeting in support of the brownfields assessment grant. Public comments were supportive of the cleanup request. A press release was also prepared and made available to area media regarding the Agency's EPA Cleanup Grant award, and an article was featured in the *Lewiston Tribune* and the *Moscow-Pullman Daily News* on May 10, 2013.

Prior to this request for additional funding, IDEQ advertised for public comment on the Draft ABCA and Remediation Work Plan for 30-days ending on September 11, 2015 (see attached). No public comments were received and the finalization of this request for additional funding was completed by the Agency.

Activities	Deliverable	Date of Completion
Finalize the Analysis of Brownfield Cleanup Alternatives (ABCA)*	Final Analysis of Brownfield Cleanup Alternatives (ABCA)	August5, 2015PubliccommentperiodendedSept. 30, 2015.
* Funding Source Greater Moscov	w Area Brownfield Coalition Assessr	nent Grant

**1.3.2** Project Components Completed Outside of the EPA Cleanup Grant

## 2. PROJECT TASK DESCRIPTIONS

The primary objective of this response action is to clean up the contaminated soil and groundwater found on the site. The Agency has identified following activity tasks in support of the cleanup effort. The project tasks outline activities of the original Contractual Agreement(s) between the Agency and EPA dated August 28, 2013 and amended May 26, 2015, in addition to the request for additional funding to complete the project as outlined in the ABCA and Remediation Work Plan (TerraGraphics 2015).

### 2.1 TASK 1–PROJECT MANAGEMENT AND REPORTING

The Agency's Executive Director and City of Moscow's Grants Manager and Environmental Compliance Coordinator will track the grant's progress, working closely with both EPA and IDEQ. Both the Agency and the City of Moscow shall devote the time necessary to oversee and administer this project to its completion.

### 2.1.1 Project Management

The Agency will oversee cleanup of the site by selecting an environmental consultant and/or design-build consultant/contractor utilizing the following steps: 1) Draft a project scope of work commensurate with the findings of the Assessments, final ABCA and Remediation Work Plan; 2) Coordination of approvals from IDEQ and EPA; 3) Assign/Award cleanup tasks and associated on-site activities (to include additional environmental monitoring if necessary) with qualified vendors contracted via state and/federal procurement guidelines; 4) Complete final site restoration (re-compaction); and 5) Complete/File requests for post-cleanup closure documents. The Agency will continue its involvement in the post-remediation phase and redevelopment of the site as required.

Project Management	Anticipated Outputs/Outcomes	Anticipated Date of Completion
<ul> <li>&gt; Draft Scope of Work and RFQ/RFP for professional services</li> <li>&gt; Complete site remediation and restoration</li> <li>&gt; Post remediation and redevelopment of site</li> </ul>	<u>Outputs</u> : RFQ/RFP Bid package for Professional Services; and execute professional services and/or design- build contract to ensure that all work shall be completed in accordance with IDEQ and EPA remediation requirements <u>Outcomes</u> : Ensure the management and cleanup of the site will be done in compliance with EPA and IDEQ standards and requirements	Ongoing throughout the project
	Cost Estimate Breakdown	
Grant Support	Agency Share	Total
\$0.00	\$5,989	\$5,989
Task Leader(s)	Project Manager	Grants Manager and Environmental Compliance Coordinator

### 2.1.2 Project Reporting-Periodic

The Agency contracts with the City of Moscow Finance Department for administrative financial services. The City of Moscow's accounting system is robust and supported by the Grants Manager within the City Administration Department. The Finance Department operates under generally accepted accounting principles (GAAP). Agency /City financial reports are reviewed not only by the primary department responsible for the grant, but also by the Grants Manager. The Finance Department has separate revenue/expense account for tracking and administering grant funds for this project.

The Agency will submit the required periodic reports to include the Quarterly Progress Reports within 30 days of the end of each federal fiscal quarter. Progress reports will be available on the Agency's website and summarized in the annual performance and evaluation reports and made available to the public on the City/Agency website. The Agency will also prepare and submit the Disadvantaged Business Enterprises (DBE) Reports within 30 days of the end of the semiannual reporting periods ending March and September.

The Agency will access the online reporting system, the Assessment, Cleanup and Redevelopment Exchange System (ACRES) using the Property Profile Form to update the site status of cleanup activities within 30 days after the end of the federal fiscal quarter in which the event occurred and at the completion of the cleanup activities. The Agency will also work with both EPA and IDEQ should the agencies request an alternative reporting schedule, or require alternative outputs and outcome measures.

The schedules detailed in the Work Plan assumes that the CA with EPA will be executed by August 1, 2013. The Agency's in-kind match is based on per hour salary including fringe benefits for the Project Manager, Grants Manager, and Environmental Compliance Coordinator.

Project Reporting	Anticipated Outputs/Outcomes	Anticipated Date of Completion
<ul> <li>Prepare Quarterly</li> <li>Progress Reports,</li> <li>Disadvantaged Business</li> <li>Enterprises (DBE) Reports</li> <li>(semi-annually), and</li> <li>Federal Financial Report</li> <li>(FFR) at the end of the</li> <li>reporting period</li> <li>Enter site data into ACRES</li> <li>Prepare Final Report and</li> <li>grant closeout material</li> </ul>	Outputs: Quarterly Reports and other forms updated in the ACRES database; Final Report and closeout forms Outcomes: Ensures compliance with EPA Terms and Conditions	Quarterly; semi- annual, and project completion ACRES updated when site activities occur
	Cost Estimate Breakdown	
Grant Support	Agency Share	Total
\$ 0.00	\$ 0.00	\$0.00
Task Leader(s)	Project Manager	Grants Manager and Environmental Compliance Coordinator

#### 2.1.3 Staff Training/Travel

The Agency used a portion of the original Cooperative Agreement grant to fund travel costs to a national or regional EPA Brownfields conference. The Agency shared the experiences and success of this project with conference participants, as well as learned

significantly	more	about	opportunities	afforded	to	agencies/municipalities	from	the
brownfields p	orogran	ns.						

Travel and Training	Anticipated Outputs/Outcomes	Anticipated Date of Completion
Attend Brownfields related meetings and conferences	<u>Outputs</u> : Attend meetings, prepare presentations at industry events/conferences	Ongoing– Brownfields/Environmental Conference 2013/2014
	<u>Outcomes</u> : Increase knowledge of brownfields/environmental issues and programs and share experiences with other grantees	
	Cost Estimate Breakdown	
Grant Support	Agency Share	Total
\$4,250	\$0.00	\$4,250
Task Leader(s)	Project Manager	Grants Manager

## Itemized Budget for Travel/Training National Association for Environmental Professionals (NAEP) 2014 Annual Conference for NAEP - April 7-10, 2014 St. Petersburg, Florida

Attendees - Jeff Jones, Prior Moscow Urban	No. of	No.	Rate	Amount
Renewal Executive Director and Alisa	Persons	Meals/	Each	
Anderson, Grants Manager City of Moscow		Days		
		5		
Conference Fee (Estimate)	2		720.00	1,440.00
Airfare (Southwest Airlines Travel Days Sun. &				
Fri.)	2		690.00	1,380.00
Meals Per Diem (BF & Lunch Provided at				
Conference)	2	10	13.00	260.00
Transportation (Cab to/from Airport/Hotel)	2		25.00	50.00
Conference Hotel - Hilton St. Petersburg				
Bayfront	2	5	112.00	1,120.00
Total				4,250.00

#### 2.1.4 Contractor Procurement

The Agency will use the procurement process detailed in 40 CFR 31.36 to select a contractor to perform the soil excavation and backfill activities as Phase I of the remediation work. It is anticipated that this component of work would be secured through small purchase procedures. Phase II will include the selection of a qualified environmental consulting firm to design and install the groundwater extraction and injection well system and perform the groundwater amendment injection.

Procurement Activities	Anticipated Outputs/Outcomes	Anticipated Date of Completion
>Issue a request for quotes under small purchase procedures to select contractor for excavation and backfill placement	Excavation procurement and excavation contract award	October 15, 2015
Proposals (RFP) for an environmental consultant/contractor for design-build of groundwater treatment system and amendment injection.	Executed design-build consultant/ contractor agreement	October 30, 2015
	Cost Estimate Breakdown	
Grant Support	Agency Share	Total
\$0.00	\$0.00	\$0.00
Task Leader(s)	Project Manager	Grants Manager and Environmental Compliance Coordinator

### 2.1.5 Final Performance Report

The Agency shall prepare the required Quarterly Progress Reports and produce a Final Performance Report within 90 calendar days after the completion of the project. The Final Performance Report will summarize the Quarterly Reports by providing a full-term

overview of the project, before and after photos of the cleanup site, and what goals were achieved. The Final Performance Report shall also incorporate lessons learned from both the Agency and the consultants and the involved in the project.

Final Performance Report	Anticipated Outputs/Outcomes	Anticipated Date of Completion
<ul> <li>&gt; Prepare Final</li> <li>Performance Report within</li> <li>90 Calendar days after the completion of the project.</li> </ul>	<u>Outputs</u> : Final Project Performance Report detailing all project activities and accomplishments <u>Outcomes</u> : Increased redevelopment potential of subject project site; potential blueprint for future redevelopment projects and increased protections for human health and the environment	November 30, 2015
	Cost Estimate Breakdown	
Grant Support	Agency Share	Total
\$0.00	\$2,945	\$2,945
<u>Task Leader(s)</u>	Project Manager	Grants Manager and Environmental Compliance Coordinator

#### 2.2 TASK 2–PUBLIC INVOLVEMENT

This objective of this Task is to provide the community with initial notification, progress reports, and a forum for addressing any questions or concerns as they relate to this project before, during and after the grant period.

The Agency's plan for community involvement will be based upon EPA's Public Involvement Policy (EPA-233-F-03-004) along with the required 30-day public comment period. Additionally, Agency staff will hold two public meetings: a public kick-off meeting and a final meeting at the completion of the project. The "Kick-Off" meeting is being held September 23, 2015, after the public comment period on the ABCA/Remediation Work Plan and prior to remediation activities are initiated for the project site. The intensive "information out, feedback in" process has been in effect through the assessment grant and will continue throughout the cleanup and redevelopment decision-making process.

Remediation updates will also be posted periodically on the Agency's website <u>www.moscowura.com</u>, which will link to the City of Moscow's EPA Brownfield website. Expenses may include supplies, postage, printing, facility fees, web hosting, public service announcements and other distribution materials. The Agency will inform both EPA and IDEQ of its intent to hold the public meetings in order for the agencies to attend and participate if possible.

#### 2.2.1 Public Involvement

The Agency's Executive Director and the Grants Manager for the City of Moscow will provide the interface between the Agency and the community. Information repositories for the site-specific public involvement will include the Office of the City Clerk located at 206 E. Third Street, Moscow, Idaho 83843 and electronically available online at <u>www.moscowura.com</u>. The Information Repositories (IR) will include all documents referenced in the "Introduction" of this work plan i.e. Phase I and Phase II Site Assessment Reports, ABCA, Final Cleanup Plans, Remedial Action Plans, Remedial Design/Cleanup Work Plans and other information relevant to this cleanup project.

Public Involvement	Anticipated Outputs/Outcomes	Anticipated Date of Completion
> Establish Information Repositories (IR) and keep up-to-date with project activities and information.	<u>Outputs</u> : Public Involvement Information Repositories (IR) will include a "Physical" IR where hardcopy documents will be maintained and a "Virtual" IR available on at <u>www.moscow.ura</u> for webpage public access <u>Outcomes</u> : Community has an improved understanding of the Brownfields Program and participates in discussions regarding the cleanup and the redevelopment process	Throughout the Project
	Cost Estimate Breakdown	
Grant Support	Agency Share	Total
\$0.00	\$6,289	\$6,289
<u>Task Leader(s)</u>	Project Manager	Grants Manager and Environmental Compliance Coordinator

#### 2.2.2 Public Notice and Comment

The Public Notice process has been in place since the beginning of the assessment process for the site with the original community meeting held November 7, 2012. The notification of the draft ABCA and public comment period was published in the Moscow-Pullman Daily News on November 3 and 5, 2012. The draft ABCA was also made available on the City of Moscow EPA Brownfield Project Page at http://www.ci.moscow.id.us/administration/brownfields/Pages/reports.

The City of Moscow has a Limited English Proficiency Program (LEP) to provide assistance upon request along with services to provide documents in other languages. These tools will also be used in conjunction with the Agency for the cleanup project.

Notifications /Public Comment	Anticipated Outputs/Outcomes	Anticipated Date of Completion
> Hold public comment periods on ABCA's (funded under City of Moscow EPA Assessment Grant) and provide ongoing project updates at regular Agency and Moscow City Council Committee meetings	Outputs:Copies of all publicnotices, summary of relevantcomments and responses;summary of all meetings shall beprovided to EPA in the quarterlyreportOutcomes:Improve understandingof the cleanup process and allowfor potential project modificationsbased on public input	Ongoing
	Cost Estimate Breakdown	
Grant Support	Agency Share	Total
\$ 0.00	\$ 0.00	\$ 0.00
<u>Task Leader(s)</u>	Project Manager	Grants Manager and Environmental Compliance Coordinator

### 2.2.3 **Project Updates and other Public Information**

Progress reports and other relevant documents and meeting notices will be distributed via mail-outs and made online at <u>www.moscowura.com</u>. A compilation of any public comments received shall be maintained and made available via the same methods described above as part of the public information and notice process.

Project Updates	Anticipated Outputs/Outcomes	Anticipated Date
		of Completion
> Remediation updates shall	Outputs: Educational materials	Throughout project
be posted on the Agency's	including news, program flyers,	period and final
website	flow charts, meeting	report preparation
www.moscowura.com	presentations and frequently asked	
> Establish a disital and hand	questions/answers	
> Establish a digital and hard	Continued coordination with the	
project documents	Greater Moscow Area Brownfields	
project documents	Coalition assessment grant	
	Outcomes: Improved public	
	communication and outreach	
	towards targeted populations and	
	anceted parties	
	Project records retention	
	Cost Estimate Breakdown	
Grant Support	Agency Share	Total
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
Task Leader(s)	Project Manager	Grants Manager and
		Environmental
		Compliance
		Coordinator
		1

### 2.3 TASK 3-CLEANUP PLANNING

This section provides an overview of the pre-cleanup planning process, which includes preparation of an Analysis of Brownfields Cleanup Alternatives (ABCA), followed by other planning documents.

#### 2.3.1 Analysis of Brownfields Cleanup Alternatives

The final ABCA for the project site is being prepared under the City of Moscow EPA Brownfields Assessment Grant and will include a written evaluation of cleanup alternatives and a Remediation Work Plan. The ABCA contents will be based on guidance provided by the EPA and IDEQ. The ABCA will contain the following elements:

<u>Site Description</u>: This element includes site location, size, and other physical features. This section will also include an introduction of the intended land use in context of area redevelopment, and a preliminary conceptual site model for potentially complete exposure pathways.

<u>Compounds of Concern (COC)</u>: The COCs will be listed, along with known site characterization data regarding the concentration magnitude, gradient and distribution of contaminants at the project site.

<u>Cleanup Objectives</u>: This section will outline the site-specific cleanup strategy. Specific cleanup objectives will be identified based on considerations of intended land use, area redevelopment and regulatory process. The ABCA shall specify concentration standards and cleanup levels necessary to meet the intended redevelopment goals of the Agency and will identify local, state and Federal regulations applicable to the cleanup effort. Cleanup efforts shall integrate Green and Sustainable Remediation (GSR) techniques.

<u>Alternatives Analysis</u>: The alternatives analysis will include at least three alternatives, including the no action alternative for achieving the stated Cleanup Objectives. The alternatives selected for consideration will have been prescreened for general appropriateness in addressing the site-specific environmental issues, including the type of COCs. The analysis will comprise four primary factors-technical effectiveness, treatment time, cost, and impact to present and planned site uses. The technical effectiveness criterion will take into account the treatment mechanism, implementation and practicability for the site-specific conditions.

<u>Proposed Cleanup Plan</u>: The summary of the ABCA will state the preferred cleanup plan alternative.

The ABCA will be submitted to both EPA and IDEQ for review. The Agency and/or IDEQ will post a Public Notice in the local newspaper (Moscow-Pullman Daily News) during the 30-day public review period. The ABCA document will not be modified and/or re-issued following receipt of comments; however, comments will be incorporated as appropriate in the Final Remediation Work Plan.

Cost: All costs for the ABCA shall be paid for through the City of Moscow Brownfield Assessment Grant. No cleanup grant funds or Agency personnel costs, equipment or supplies will be necessary in support of this activity.

Activities	Deliverable	Date of Completion
2		
Finalize the Analysis of Brownfields Cleanup Alternatives (ABCA)*	Final Analysis of Brownfield Cleanup Alternatives (ABCA)	September 11, 2015

<sup>\*</sup>Funding Source: Greater Moscow Area Brownfield Coalition Assessment Grant

#### 2.3.2 ESA and NHPA Requirements

Prior to initiating the activities associated with the Phase II Environmental Site Assessment prepared under the City of Moscow EPA Brownfields Assessment Grant, the property was reviewed by the State Historical Preservation Office (SHPO), the Tribe Historic Preservation Officer (THPO), and the Idaho Fish and Game Department for Endangered Species Act (ESA) compliance. The findings/comments of these Agencies were forwarded to EPA for review. EPA determined that the planned Phase II activities were all de minimis.

ESA and NHPA Requirements	Anticipated Outputs/Outcomes	Anticipated Date of Completion
> Submit all planned cleanup activities to the State Historic Preservation Office (SHPO), the Tribe Historic Preservation Officer (THPO) and the Idaho Fish and Game (Endangered Species Act) for review and comment	<u>Outputs</u> : Information and reports required to comply with Federal environmental review requirements for historic preservation and the Endangered Species Act (ESA) <u>Outcomes</u> : Federal environmental review compliance	During project initiation in 2012
	Cost Estimate Breakdown	
Grant Support	Agency Share	Total
\$0.00	\$0.00	\$0.00
Task Leader(s)	Project Manager	Grants Manager and Environmental Compliance Coordinator

### 2.3.3 Quality Assurance Project Plan (QAPP) and Health and Safety Plan

The QAPP's completed during the assessment phases and cleanup activities will specify the measures that will be used to ensure the data generated for the project is of sufficient quantity and quality to satisfy project cleanup objectives. Contents will include a description of roles and responsibilities for project participants (Agency, contractors and subcontractors); project-specific data quality objectives (DQOs) including numerical measurement quality objectives (MQOs) for chemical analyses; data assessment procedures; and field and reporting documentation requirements. The Site-Specific Health and Safety Plan (SSHSP) will specify the practices and procedures that will be used to protect field representatives, site visitors and the general public during cleanup operations and will be developed by each selected contractor. The SSHSP will not be submitted to the agencies, but will be maintained in the cooperative agreement file for review upon request.

Quality Assurance Project Plan (QAPP)* and Site- Specific Health and Safety Plan (SSHSP)	Anticipated Outputs/Outcomes	Anticipated Date of Completion
<ul> <li>&gt; Prepare a QAPP for any environmental cleanup sampling to be conducted on the site and submit to EPA for approval</li> <li>&gt; Prepare an OHSA compliant based SSHSP which shall be maintained in the CA file for review upon request</li> </ul>	<u>Outputs</u> : EPA approved QAPP and consultant prepared SSHSP <u>Outcomes</u> : Ensure proper confirmatory testing methods and analytical data results are achieved; increased safety during project period for field representatives, site visitors and the general public	Throughout Assessment Grant and final under Cleanup Grant in November 2015
	Cost Estimate Breakdown	
Grant Support	Agency Share	Total
\$0.00*	\$0.00	\$0.00
<u>Task Leader(s)</u>	Consultant	Project Manager and Environmental Compliance Coordinator

\* All QAPP's completed under assessment program

### 2.4 TASK 4-CLEANUP PERFORMANCE AND COMPLETION

This section describes the recommended preferred cleanup alternative identified in the attached final ABCA and Remediation Work Plan (TerraGraphics 2015). Any required alterations to the cleanup activities would be addressed after the public comment period. No public comments were received during the public comment period ending September 15, 2015.

The preferred cleanup alternative includes the excavation and removal of contaminated soils and the installation of a groundwater pump and treat system with supplementation

amendment injections for enhanced in-situ biodenitrification. The work will be conducted in 2 phases to match contractor specialization. Phase 1 will include the excavation of contaminated soils, backfill placement and sanitary sewer connection establishment. Phase 2 will include a design/build project with a qualified environmental firm to include the design and installation of the groundwater pump and treat system, amendment injection and closeout reporting.

The goal of soil removal is to address those soils with the highest concentrations onsite. Although some nutrient rich soil may remain, a liquid amendment (WILCLEAR<sup>®</sup> or similar) will be added to the excavation area prior to being backfilled to promote denitrification of remaining nutrient rich soils.

Within Phase 2, the selected contractor will install two to four injection wells to facilitate substrate amendment injections. Wells will be constructed of 4-inch poly vinyl chloride (PVC) and the screen interval will be placed at approximately 5-10 feet below ground surface or approximately 1 foot below the sand/silty sand lithologic unit, whichever comes first. The selected contractor will also install three extraction wells to facilitate groundwater pump and treat remediation efforts. The contractor will secure an injection well permit from the Idaho Department of Water Resources prior to construction. The extraction wells will discharge to the sanitary sewer through a permitted agreement with the City of Moscow. Based on pump test results, the shallow groundwater system in this area can sustain approximately 0.6 gallons per minute without drawdown. To achieve an adequate radius of influence, each pump will extract a rate of 0.2 gallons per minute.

The selected contractor will conduct groundwater monitoring from the well network to demonstrate remediation effectiveness and demonstrate compliance with cleanup levels. After compliance is met, the Moscow URA will develop a completion report that will include all sampling methods, field sampling conditions, analytical methods, and monitoring results.

#### 2.4.1 Cleanup Activities

The scope of the cleanup action has been developed using the Environmental Phase II and ABCA/Remedial Work Plan. The following tasks have been identified as components of the cleanup effort. The preliminary descriptions identify the task objective(s), which has the lead for implementing, estimated cost, and milestones and deliverables.

Cleanup Activities	Anticipated Outputs/Outcomes	Anticipated Date of Completion
> <u>Sub-Task 1</u> : Consultant	Outputs: Permits secured;	December 1, 2015
/Contractor shall obtain any	Contractor on site; excavation of	
necessary storm water and or	impacted soils; transport and	
grading permits	disposal of impacted soils; backfill	

<ul> <li><u>Sub-Task 3</u>: Fence project site</li> <li><u>Sub-Task 3</u>: Mobilize consultant/contractor to the site</li> <li><u>Sub-Task 4</u>: Complete implementation of the Final Cleanup Plan including excavation and disposal of impacted materials to the appropriate disposal facility</li> <li><u>Sub-Task 5</u>: Complete backfill and site restoration</li> <li><u>Sub-Task 6</u>: Mobilize groundwater remediation consultant/contractor to the site and install extraction and injection system and perform amendment injection</li> <li><u>Sub-Task 7</u>: Demobilization of consultant/contractor from site</li> </ul>	placed, extraction and injection wells installed, liquid amendment injection and site restoration completed <u>Outcomes</u> : Subject site remediated to a level that would support Mixed Residential/Commercial uses The redevelopment of the .87 Acre project site will result in the development of approximately 9,350 SF of ground floor commercial space and 9,650 SF of second floor residential housing, along with other site amenities. At final build-out, it is estimated that between twenty (20) and thirty (30) new positions will have been created.						
Cost Estimate Breakdown							
Grant Support	Agency Share	Total					
\$172,415	\$ 7,900	\$180,315					
Task Leader(s)	Consultant/Contractor	Project Manager and Environmental Compliance Coordinator					

#### 2.4.2 Confirmation Sampling

Satisfying IDEQ requirements for completion will likely entail confirmation samples to characterize remaining soil and groundwater conditions following cleanup actions and/or to monitor the progress of cleanup over time. Confirmation sampling requirements,

including number, location, frequency, and test methods, will be specified in the ABCA/Remediation Work Plan. In addition, methods of quality control to ensure analytical data of sufficient quality will be stated in the project QAPP.

<b>Cleanup Documentation</b>	Anticipated Outputs/Outcomes	Anticipated Date of Completion			
<ul> <li>Collect and analyze samples at outlined in the Final Cleanup Plan and QAPP</li> <li>Receive and review soil sample analytical results</li> <li>Incorporate analytical results into Final Cleanup Report</li> </ul>	<u>Outputs</u> : Field notes and sampling logs collected; sample analytical results received from laboratory <u>Outcomes</u> : Samples collected without complications; analytical results received with no quality assurance problems; analytical section of Final Cleanup Report compiled	January 2015			
Cost Estimate Breakdown					
Grant Support	Agency Share	Total			
\$0.00	\$ 2,200	\$2,200			
Task Leader(s)	Consultant /Contractor				

#### 2.4.3 Final Cleanup Report

After cleanup is performed, the Agency and its professional services consultant /contractor will prepare the Final Cleanup Report to document the work conducted, and to present information that verifies cleanup is complete and the cleanup meets the standards identified in the Final Cleanup Plan.

The report will note the status of the parcel at post-cleanup and what future controls will be necessary (if any) under the Agency's ownership.

Final Cleanup Report	Anticipated Outputs/Outcomes	Anticipated Date of Completion
> Prepare and submit	Outputs: Final cleanup reports	December 2015
documentation indicating	documenting that cleanup is	
that cleanup is complete and	complete; final reports shall be	
protective of human health	placed in repository and made	

and the environment and identify any institutional controls and/or long-term monitoring requirements	available online. <u>Outcomes</u> : IDEQ and EPA approval of cleanup activities					
> Compile all project data including transportation and landfill manifests, confirmatory sample analytical results, and personnel and equipment records						
Cost Estimate Breakdown						
Grant Support	Agency Share	Total				
\$0.00	\$3,600	\$3,600				
Task Leader(s)	Project Manager	Grants Manager				

## **3.** SCHEDULE AND DELIVERABLES

DUE DATE	ITEM	Send to:			
(Coop. Agree. Project/Budget 9/01/2013 to 08/31/2016)		EPA PO	STATE	EPA GRANTS	EPA FINANCE
Month 1	Property Profile Form Entered in ACRES	Х			
Month 2 or 10/31/13	Quarterly Progress Report(s) (QPR) 9/01/2013 to 08/31/2016 Due last day of month follow end of Quarter	Х			
Month 4 through Month 73	Information Repositories Developed and Maintained Throughout Project	Х			
Month 1 through Month 70	ABCA (Funded under Assessment Grant)	Х	Х		
Month 5	ESA/NHPA Letter	Х			
Month 30 Approx	Final Cleanup Plan	Х	Х		
Month 4 - 30	QAPP / Health and Safety Plan	Х			
Months 25 & 26	Remedial Design	Х	Х		

DUE DATE	ITEM	Send to:				
(Coop. Agree. Project/Budget 9/01/2013 to 08/31/2016)		EPA PO	STATE	EPA GRANTS	EPA FINANCE	
Semi-Annually	DBE Report	X (copy)		Х		
	Reports must be submitted <b>semiannually</b> for periods ending March 31 <sup>st</sup> and September 30 <sup>th</sup>					
	Reports are due within 30 days of the end of the semiannual reporting periods (by April $30^{th}$ and October $30^{th}$ )					
Months 4 through 27	Requests for Reimbursement – see Administrative Terms and Conditions				Х	
Months 25 through 27	Final Federal Financial Report (FFR) (SF425) and Final Drawdown	X (copy)		X (copy)	Х	
Months 25 through 27	Closeout: Final Project Report with Summary Fact Sheet, Photos, and Lessons Learned	X				

## 4. BUDGET

	Task 1- Manage Repo	Project ement & orting	Task Invo	z 2-Public olvement	Task 3-C Plann	leanup ing	Task 4-Cleanup Performance & Completion		
Category	Federal	Cost Share	Federal	Cost Share	Federal	Cost Share	Federal	Cost Share	Category Total
Personnel		6,636		4,424					11,060
Fringe Benefits		2,198		1,465					3,663
Supplies		100		400					500
Travel	4,250								4,250
Contractual							172,416	13,700	186,116
Task Total	4,250	8,934		6,289			172,416	13,700	205,589
Total Federal	\$176,666	Agency	Cost Share Cash	\$ 13,700					
Total Cost Share	\$28,923	Agency	Cost Share In-Kind	\$ 15,523					
Total	\$205,589	Ag	ency Total	\$ 28,923					
	SIXTH AND JACKSON REMEDIATION PROJECT COST ESTIMATE								
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PHASE I - SOIL REMOVAL AND SANITARY SEWER CONNECTION									
Item #	Item		Cost	Unit	Quantity	Ext	ended Cost		
1	Mobilization	\$	3,500.00	ea	1	\$	3,500.00		
2	Temporary construction fencing	\$	2,500.00	ea	1	\$	2,500.00		
3	Traffic control	\$	3,750.00	ea	1	\$	3,750.00		
4	Erosion control	\$	1,500.00	ea	1	\$	1,500.00		
5	Excavation	\$	6.00	су	2400	\$	14,400.00		
7	Geotextile	\$	2.50	SY	1248	\$	3,120.00		
7	Native soil backfill placement and compaction	\$	12.00	су	1200	\$	14,400.00		
8	Crushed aggregate backfill placement	\$	24.00	ton	1500	\$	36,000.00		
9	Sanitary sewer connection	\$	4,500.00	ea	1	\$	4,500.00		
10	Pavement restoration	\$	45.00	sy	10	\$	450.00		
11	Sidewalk restoration	\$	55.00	sy	8	\$	440.00		
			S	ubtotal Phase I - C	Contractural Work	\$	84,560.00		
12	Excavation area staking	\$	600.00	ea	1	\$	600.00		
13	Disposal tiping Fee	\$	12.00	су	2400	\$	28,800.00		
14	Compaction testing	\$	3,200.00	ea	1	\$	3,200.00		
15	Construction inspection/management	\$	85.00	hrs	28	\$	2,380.00		
16	Utility pole relocation	\$	1,000.00	ea	1	\$	1,000.00		
17	Permits	\$	1,500.00	ea	1	\$	1,500.00		
			Sub	ototal Phase I - Ad	ditional Expenses	\$	37,480.00		
	TOTAL PHASE I - SOIL REN	10VA	L AND SANITA	ARY SEWER CONN	ECTION ESTIMATE	\$	122,040.00		
	PHASE II - DESIGN/BUILD GROUNDW	ATER		N SYSTEM AND FI	NAL REPORT				
ltem #	PHASE II - DESIGN/BUILD GROUNDW		REMEDIATIO Cost	N SYSTEM AND FI Unit	NAL REPORT Quantity	Ext	ended Cost		
<b>Item #</b>	PHASE II - DESIGN/BUILD GROUNDW Item Design	/ATEF \$	REMEDIATIO Cost 2,500.00	N SYSTEM AND FI Unit ea	NAL REPORT Quantity 1	Ext \$	ended Cost 2,500.00		
<b>Item #</b> 1 2	PHASE II - DESIGN/BUILD GROUNDW Item Design Well Site Staking	/ATEF \$ \$	<b>REMEDIATIO</b> <b>Cost</b> 2,500.00 300.00	N SYSTEM AND FI Unit ea ea	NAL REPORT Quantity 1 1	Ext \$ \$	ended Cost 2,500.00 300.00		
1 1 2 3	PHASE II - DESIGN/BUILD GROUNDW Item Design Well Site Staking Well Installation	/ATEF \$ \$ \$	REMEDIATIO Cost 2,500.00 300.00 3,500.00	N SYSTEM AND FI Unit ea ea ea	NAL REPORT Quantity 1 1 7	<b>Ext</b> \$ \$ \$	ended Cost 2,500.00 300.00 24,500.00		
<b>Item #</b> 1 2 3 4	PHASE II - DESIGN/BUILD GROUNDW Item Design Well Site Staking Well Installation Trenching	/ATEF \$ \$ \$ \$	REMEDIATIO Cost 2,500.00 300.00 3,500.00 5.00	N SYSTEM AND FI Unit ea ea ea If	NAL REPORT Quantity 1 1 7 175	Ext \$ \$ \$ \$	ended Cost 2,500.00 300.00 24,500.00 875.00		
<b>Item #</b> 1 2 3 4 5	PHASE II - DESIGN/BUILD GROUNDW Item Design Well Site Staking Well Installation Trenching 2-inch PVC Supply pipe	/ATER \$ \$ \$ \$ \$	REMEDIATIO Cost 2,500.00 300.00 3,500.00 5.00 2.25	N SYSTEM AND FI Unit ea ea ea If If	NAL REPORT Quantity 1 1 7 175 225	Ext \$ \$ \$ \$ \$ \$	ended Cost 2,500.00 300.00 24,500.00 875.00 506.25		
<b>Item #</b> 1 2 3 4 5 6	PHASE II - DESIGN/BUILD GROUNDW Item Design Well Site Staking Well Installation Trenching 2-inch PVC Supply pipe Gravel Drain Rock	/ATEF \$ \$ \$ \$ \$ \$	REMEDIATIO Cost 2,500.00 300.00 3,500.00 5.00 2.25 24.00	N SYSTEM AND FI Unit ea ea ea If If ton	NAL REPORT Quantity 1 1 7 175 225 46	Ext \$ \$ \$ \$ \$ \$	ended Cost 2,500.00 300.00 24,500.00 875.00 506.25 1,104.00		
<b>Item #</b> 1 2 3 4 5 6 7	PHASE II - DESIGN/BUILD GROUNDW Item Design Well Site Staking Well Installation Trenching 2-inch PVC Supply pipe Gravel Drain Rock Import backfill	/ATEF \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	REMEDIATIO           Cost           2,500.00           300.00           3,500.00           5.00           2,25           24.00           22.00	N SYSTEM AND FI Unit ea ea ea If If If ton cy	NAL REPORT Quantity 1 1 7 175 225 46 45	Ext \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	ended Cost 2,500.00 300.00 24,500.00 875.00 506.25 1,104.00 990.00		
Item # 1 2 3 4 5 6 7 8	PHASE II - DESIGN/BUILD GROUNDW Item Design Well Site Staking Well Installation Trenching 2-inch PVC Supply pipe Gravel Drain Rock Import backfill Compaction (plate compactor)	/ATEF \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	REMEDIATIO           Cost           2,500.00           300.00           3,500.00           2,25           24.00           22.00           2.23	N SYSTEM AND FI Unit ea ea ea If If If ton Cy Cy	NAL REPORT Quantity 1 1 7 175 225 46 45 45	Ext \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	ended Cost 2,500.00 300.00 24,500.00 875.00 506.25 1,104.00 990.00 100.35		
Item # 1 2 3 4 5 6 7 8 9	PHASE II - DESIGN/BUILD GROUNDW Item Design Well Site Staking Well Installation Trenching 2-inch PVC Supply pipe Gravel Drain Rock Import backfill Compaction (plate compactor) Power Drop/Pump Control System (with vault)	ATER \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	REMEDIATIO           Cost           2,500.00           300.00           3,500.00           2,25           24.00           22.00           2.23           15,000.00	N SYSTEM AND FI Unit ea ea ea If If If ton Cy Cy cy ea	NAL REPORT Quantity 1 1 7 175 225 46 45 45 45 1	Ext \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	ended Cost 2,500.00 300.00 24,500.00 875.00 506.25 1,104.00 990.00 100.35 15,000.00		
Item #           1           2           3           4           5           6           7           8           9           10	PHASE II - DESIGN/BUILD GROUNDW         Item         Design         Well Site Staking         Well Installation         Trenching         2-inch PVC Supply pipe         Gravel Drain Rock         Import backfill         Compaction (plate compactor)         Power Drop/Pump Control System (with vault)         Pumps	<b>ATER</b> \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	REMEDIATIO           Cost           2,500.00           300.00           3,500.00           2,250           24.00           22.00           2.23           15,000.00           500.00	N SYSTEM AND FI Unit ea ea ea If If If ton cy cy cy ea ea	NAL REPORT Quantity 1 1 7 175 225 46 45 45 45 1 3	Ext \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	ended Cost 2,500.00 300.00 24,500.00 875.00 506.25 1,104.00 990.00 100.35 15,000.00 1,500.00		
Item # 1 2 3 4 5 6 7 8 9 10 11	PHASE II - DESIGN/BUILD GROUNDW Item Design Well Site Staking Well Installation Trenching 2-inch PVC Supply pipe Gravel Drain Rock Import backfill Compaction (plate compactor) Power Drop/Pump Control System (with vault) Pumps Permits	/ATEF \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	REMEDIATIO           Cost           2,500.00           300.00           3,500.00           2,250           24.00           22.00           2.23           15,000.00           500.00           1,200.00	N SYSTEM AND FI Unit ea ea ea lf lf lf ton cy cy ea ea ea ea	NAL REPORT Quantity 1 1 7 175 225 46 45 45 45 1 3 1 3	Ext \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	ended Cost 2,500.00 300.00 24,500.00 875.00 506.25 1,104.00 990.00 100.35 15,000.00 1,500.00 1,200.00		
Item # 1 2 3 4 5 6 7 8 9 10 11 12	PHASE II - DESIGN/BUILD GROUNDW Item Design Well Site Staking Well Installation Trenching 2-inch PVC Supply pipe Gravel Drain Rock Import backfill Compaction (plate compactor) Power Drop/Pump Control System (with vault) Pumps Permits Inspection/Construction Management	>           \$	REMEDIATIO           Cost           2,500.00           300.00           3,500.00           2,250           2,200           22.00           2,23           15,000.00           500.00           45,000	N SYSTEM AND FI Unit ea ea ea lf lf lf ton cy cy cy ea ea ea ea ea hrs	NAL REPORT Quantity 1 1 7 175 225 46 45 45 45 45 1 3 1 3 1 60	<b>Ext</b> \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	ended Cost 2,500.00 300.00 24,500.00 875.00 506.25 1,104.00 990.00 100.35 15,000.00 1,500.00 1,200.00 2,700.00		
Item #           1           2           3           4           5           6           7           8           9           10           11           12           13	PHASE II - DESIGN/BUILD GROUNDW         Item         Design         Well Site Staking         Well Installation         Trenching         2-inch PVC Supply pipe         Gravel Drain Rock         Import backfill         Compaction (plate compactor)         Power Drop/Pump Control System (with vault)         Pumps         Permits         Inspection/Construction Management         Wet Amendment Material	>           \$	REMEDIATIO           Cost           2,500.00           300.00           3,500.00           3,500.00           2,250           24.00           22.00           2.23           15,000.00           500.00           1,200.00           45.00           1,450.00	N SYSTEM AND FI Unit ea ea ea lf lf lf ton Cy Cy ea ea ea ea ea ea ea	NAL REPORT Quantity 1 1 7 175 225 46 45 45 45 1 3 1 3 1 60 4	<b>Ext</b> \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	ended Cost 2,500.00 300.00 24,500.00 875.00 506.25 1,104.00 990.00 100.35 15,000.00 1,500.00 1,200.00 2,700.00 5,800.00		
Item #           1           2           3           4           5           6           7           8           9           10           11           12           13           14	PHASE II - DESIGN/BUILD GROUNDW         Item         Design         Well Site Staking         Well Installation         Trenching         2-inch PVC Supply pipe         Gravel Drain Rock         Import backfill         Compaction (plate compactor)         Power Drop/Pump Control System (with vault)         Pumps         Permits         Inspection/Construction Management         Wet Amendment Material         Amendment Injection	>           \$	REMEDIATIO           Cost           2,500.00           300.00           3,500.00           3,500.00           2,200           22.00           22.00           15,000.00           1,200.00           1,450.00           300.00	N SYSTEM AND FI Unit ea ea ea ea If If ton cy cy ea ea ea ea ea ea ea ea ea ea ea ea ea	NAL REPORT Quantity 1 1 7 175 225 46 45 45 45 1 3 1 3 1 60 4 4	<b>Ext</b> \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	ended Cost 2,500.00 300.00 24,500.00 875.00 506.25 1,104.00 990.00 100.35 15,000.00 1,500.00 1,200.00 2,700.00 5,800.00 1,200.00		
Item #           1           2           3           4           5           6           7           8           9           10           11           12           13           14           15	PHASE II - DESIGN/BUILD GROUNDW         Item         Design         Well Site Staking         Well Installation         Trenching         2-inch PVC Supply pipe         Gravel Drain Rock         Import backfill         Compaction (plate compactor)         Power Drop/Pump Control System (with vault)         Pumps         Permits         Inspection/Construction Management         Wet Amendment Material         Amendment Injection         Sample Collection and analysis	ATEF           \$	REMEDIATIO           Cost           2,500.00           300.00           3,500.00           3,500.00           2,200           24.00           22.00           22.00           22.00           15,000.00           1,200.00           1,200.00           300.00           1,450.00           300.00           110.00	N SYSTEM AND FI Unit ea ea ea lf lf lf ton cy cy ea ea ea ea ea ea ea ea ea ea ea ea ea	Quantity           1           1           7           175           225           46           45           1           3           1           60           4           20	<b>Ext</b> \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	ended Cost 2,500.00 300.00 24,500.00 875.00 506.25 1,104.00 990.00 100.35 15,000.00 1,500.00 1,200.00 2,700.00 5,800.00 1,200.00 2,200.00		
Item #           1           2           3           4           5           6           7           8           9           10           11           12           13           14           15           19	PHASE II - DESIGN/BUILD GROUNDW         Item         Design         Well Site Staking         Well Installation         Trenching         2-inch PVC Supply pipe         Gravel Drain Rock         Import backfill         Compaction (plate compactor)         Power Drop/Pump Control System (with vault)         Pumps         Permits         Inspection/Construction Management         Wet Amendment Material         Amendment Injection         Sample Collection and analysis         Closeout Report	>           \$	REMEDIATIO           Cost           2,500.00           300.00           3,500.00           3,500.00           2,200           24.00           22.00           24.00           25.00           15,000.00           1,200.00           1,450.00           300.00           1,450.00           90.00	N SYSTEM AND FI Unit ea ea ea lf lf lf ton cy cy cy ea ea ea ea hrs ea ea ea ea ea ea hrs	Quantity         1         1         7         175         225         46         45         1         3         1         60         4         20         40	Ext \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	ended Cost 2,500.00 300.00 24,500.00 875.00 506.25 1,104.00 990.00 100.35 15,000.00 1,200.00 2,700.00 5,800.00 1,200.00 2,200.00 3,600.00		
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Item # 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 19	PHASE II - DESIGN/BUILD GROUNDW         Item         Design         Well Site Staking         Well Installation         Trenching         2-inch PVC Supply pipe         Gravel Drain Rock         Import backfill         Compaction (plate compactor)         Power Drop/Pump Control System (with vault)         Pumps         Permits         Inspection/Construction Management         Wet Amendment Material         Amendment Injection         Sample Collection and analysis         Closeout Report         TOTAL PHASE II - DESIGN/BUILD GROUNDWATER         PHASE II - TOTAL SOIL REMOVAL PROJECT COST         PHASE II - TOTAL PUMP AND TREAT SYSTEM COST	ATEF \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	REMEDIATIO           Cost           2,500.00           300.00           3,500.00           3,500.00           2,250           24.00           22.00           2,23           15,000.00           1,200.00           45.00           1,450.00           300.00           110.00           90.00	N SYSTEM AND FI Unit ea ea ea lf lf lf ton Cy Cy ea ea ea ea ea ea ea ea ea ea ea frs STEM AND FINAL I	Quantity           1           1           7           175           225           46           45           1           3           1           60           4           20           40           REPORT ESTIMATE	Ext \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	ended Cost 2,500.00 300.00 24,500.00 875.00 506.25 1,104.00 990.00 100.35 15,000.00 1,200.00 2,700.00 2,700.00 2,200.00 3,600.00 64,075.60 122,040.00		
Item # 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 19	PHASE II - DESIGN/BUILD GROUNDW         Item         Design         Well Site Staking         Well Installation         Trenching         2-inch PVC Supply pipe         Gravel Drain Rock         Import backfill         Compaction (plate compactor)         Power Drop/Pump Control System (with vault)         Pumps         Permits         Inspection/Construction Management         Wet Amendment Material         Amendment Injection         Sample Collection and analysis         Closeout Report         TOTAL PHASE II - DESIGN/BUILD GROUNDWATEF         PHASE I - TOTAL SOIL REMOVAL PROJECT COST         PHASE II - TOTAL PUMP AND TREAT SYSTEM COST	ATEF \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ REIV	REMEDIATIO           Cost           2,500.00           300.00           3,500.00           3,500.00           2,25           24.00           22.00           2,23           15,000.00           1,200.00           45.00           1,450.00           300.00           1,000           90.00	N SYSTEM AND FI Unit ea ea ea lf lf lf ton cy cy cy ea ea ea ea hrs ea ea ea hrs STEM AND FINAL F	Quantity         1         1         7         175         225         46         45         1         3         1         60         4         20         40         REPORT ESTIMATE	Ext         \$	ended Cost 2,500.00 300.00 24,500.00 875.00 506.25 1,104.00 990.00 100.35 15,000.00 1,200.00 2,700.00 2,700.00 2,200.00 3,600.00 64,075.60 186,115.60		

#### **Detailed Itemization of Contractual Cleanup Costs**

#### 4.1 Budget Narrative

The Cleanup Grant budget for the 6<sup>th</sup> and Jackson property is based on preferred cleanup alternative includes the excavation and removal of 2,400 cubic yards of contaminated soils and the installation of a groundwater pump and treat system with supplementation amendment injections for enhanced in-situ biodenitrification. The work will be conducted in 2 phases to match contractor specialization. Phase 1 will include the excavation of contaminated soils, backfill placement and sanitary sewer connection establishment. Phase 2 will include a design/build project with a qualified environmental firm to include the design and installation of the groundwater pump and treat system, amendment injection and closeout reporting.

The Agency will also consider the use of engineering and/or institutional controls and enter into the State of Idaho's Voluntary Cleanup Program in the event the extent and magnitude of contaminant impacts exceed the anticipated project funding.

For purposes of this work plan and budget, the four main Tasks are outlined below, noting applicable estimated Grant and Cost Share support. The Agency's Cost Share (cash) is \$14,200 and the Agency's Cost Share (in-kind) is \$14,723 for a total cost share of \$28,923.

#### Task 1: Project Management (Section 2.1.1)

The Agency shall manage and track this project's progress, as more fully described on page 8. The Agency and City of Moscow staff will provide grant reporting as part of its overall administrative support on behalf of the Agency.

Grant support	= \$0.00
Agency Cost share	= \$5,989

Staff Training/Travel (Section 2.1.3)

A total of \$ 2,500 is allocated from grant funds for this task for up to two individuals and will cover the cost of travel, hotel, and per diem (food and local transportation costs).

Grant support	= \$4,250
Cost share	= \$0.00

#### Task 2: Public Involvement Plan (PIP) and Public Noticing (Sections 2.2.1 – 2.2.3)

These three sub-tasks (PIP, public notices and public updates) shall all be Cost Share In-Kind and paid for by the Agency.

Grant support	= \$0.00
Cost Share	= \$6,289

#### **Task 3: Cleanup Planning** (Sections 2.3.1 – 2.3.3)

The three Sub-tasks in cleanup planning are noted below:

2.3.1 – Analysis of Brownfield Cleanup Alternatives (ABCA)

The ABCA will be prepared under the Greater Moscow Area Brownfield Coalition Assessment Grant, which will be reviewed by IDEQ and EPA for recommendation. No costs directly associated with this activity will be supported by the grant.

Grant support	= \$ 0.00
Cost share	= \$ 0.00

2.3.2 - ESA, SHPO and THPO Requirements

No costs are to be covered by the grant for this sub-task.

Grant support	= \$0.00
Cost share	= \$0.00

#### 2.3.3 – QAPP and Health & Safety Plan

The Agency's consultant /contractor will develop the QAPP and Health & Safety Plan for review by IDEQ and EPA and will be prepared under the Greater Moscow Area Coalition Assessment Grant.

Grant support	= \$0.00
Cost share	= \$0.00

#### Task 4: Cleanup Performance and Completion (Sub-Tasks 2.4.1 – 2.4.3)

These sub-tasks will comprise the bulk of contractual support from the cleanup grant. The sub-tasks are broken out below, with each estimated expense.

<u>2.4.1 – Cleanup Activities</u>

\$180,315 is budgeted for cleanup activities.

Grant support	= \$172,416
Cost share	= \$7,900

#### 2.4.2 - Confirmation Sampling

The Agency's consultant /contractor shall implement confirmation sampling techniques to confirm that the on-site remediation activities to achieve the cleanup goals established by the Agency, EPA and IDEQ.

Grant support	= \$0.00
Cost share	= \$2,200

#### 2.4.3 – Final Cleanup Report

No costs directly associated with this activity will be supported by the grant. The Agency will provide administrative services to prepare the Final Cleanup Report based on documentation from the contractor verifying completion of the cleanup.

Grant support	= \$0.00
Cost share	= \$3,600

#### Summary of Grant Support and Cost Share Totals

	Grant Support Federal Funding	Cost Share Agency	Total Project Costs
Task 1: Project Management Task 2: PIP and Public Notice Task 4: Cleanup Perform/Close	\$ 4,250 \$ 0 <u>\$172,416</u>	\$ 8,934* \$ 6,289* <u>\$ 13,700</u>	\$ 13,184 \$ 6,289 <u>\$186,116</u>
Totals Costs	\$176,666	\$ 28,923*	\$205,589
Agency Cost Share Itemization		In-Kind	Cash
Task 1: Project Management (Personne Task 1: Final Performance Report (Per Task 2: Public Involvement Task 4: Final Cleanup Reports Task 4: Cleanup Activities Task 4: Confirmation Sampling	el 4,424/Fringe 1,465)* ersonnel 2,212/Fringe 733)*	\$ 5,989 \$ 2,945 \$ 6,289	\$ 3,600 \$ 7,900 \$ 2,200
Subtotal Agency Cost Share		<u>\$ 15,523</u>	<u>\$ 13,700</u>

Total Agency In-Kind Cost Share	\$ 28,923*
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### Memo

To:	URA Commissioners
From:	Bill Belknap, Executive Director
Date:	September 15, 2015
Re:	Sixth and Jackson Remediation - Phase I

The public comment period upon Assessment of Brownfield Clean up Alternatives (ABCA) for the Sixth and Jackson site closed on Friday September 11<sup>th</sup>. No comments were received, so the Agency can now begin to move forward with the environmental remediation activities.

The site remediation has been which have been divided into two phases, with Phase I to include the establishment of a sanitary sewer connection and soil excavation, disposal and backfill, and Phase II to include the installation of the groundwater treatment system and amendment injections. Staff has evaluated several potential soil remediation options and has determined that land application and agricultural cultivation is the most cost effective option.

Larry Germer owns a site south of Moscow that is currently in the permitted process with the Idaho Department of Environmental Quality (IDEQ) to be approved as a site for petroleum contaminated soil land farming. That permit will also include land application of the Sixth and Jackson soils for blending with the petroleum contaminated soils as well as land application of excess soil material upon adjacent farm lands. IDEQ requires that there be a Memorandum of Agreement that establishes each party's responsibility in regard to the land application process. Staff has prepared a MOA to allow for the land application upon the Germer site which has been reviewed and approved by IDEQ as is attached. Under the terms of the MOA, the site owner would be responsible for the placement, spreading, tilling and cultivation of the MURA soils. MURA would be allowed access at any time to conduct any required conformational soil sampling to document soil remediation completion. The MOA provides for a handling charge of \$12 per cubic yard to be paid by the MURA to the site owner. Based upon anticipated excavation quantities of 2,400 cubic yards, the handling charge is anticipated to cost \$28,800.00, which will be funded through the cleanup grant.

Construction documents and specifications were also prepared for the Phase I activities and project quote requests were transmitted to four potential contractors including Motley and Motley Construction, McCalls Classic Construction, Western States Construction and Germer Construction. The estimated cost for Phase I was \$83,168.00. One bid was received from Germer Construction in

the amount of \$73,763.20. Staff recommends that the MURA accept and award the bid to Germer Construction. It is anticipated that construction could begin as soon as the week of September 28<sup>th</sup> and per the construction specifications, the work must be completed by October 15<sup>th</sup>. This work will be funded through the cleanup grant funds.

Staff has also requested a proposal for construction management and observation from Terragraphics Engineering to provide construction management, inspection and documentation services for Phase I. Terragraphics has provided a proposal and cost estimate for the requested services in the amount of \$2,362.22. Staff recommends acceptance of Terragraphics proposal for the proposed services. This work will be funded through the cleanup grant funds.

Staff has also requested a proposal for geotechnical testing for the backfill placement from Strata. Strata has provided a proposal and cost estimate for the requested services in the amount of \$1,925.00. Staff recommends acceptance for Strata's proposal for geotechnical services. This work will be funded through the cleanup grant funds.

Staff is also currently preparing a Request for Proposals (RFP) for design/build services for Phase II of the remediation work. Phase II will include the design and construction of the groundwater treatment system, injection of the WILCLEAR Plus amendment, and cleanup closeout reporting and documentation. Staff anticipates to have the RFP out shortly so that a selection can be made and construction on Phase II can proceed shortly after the completion of Phase I construction activities.

#### MEMORANDUM OF AGREEMENT BETWEEN MOSCOW URBAN RENEWAL AGENCY, MOSCOW, IDAHO AND DEVELOPERS OF THE PALOUSE L.L.C. REGARDING CONTAMINATED SOIL LAND APPLICATION

THIS MEMORANDUM OF AGREEMENT BETWEEN MOSCOW URBAN RENEWAL AGENCY, MOSCOW, IDAHO AND DEVELOPERS OF THE PALOUSE L.L.C., REGARDING CONTAMINATED SOIL LAND APPLICATION (hereinafter "MOA") is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between Moscow Urban Renewal Agency, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "MURA"), and DEVELOPERS OF THE PALOUSE LLC, 140 E. Palouse River Drive, Moscow, Idaho, 83843 (hereinafter "OWNER").

WHEREAS, MURA is the owner of property located at the southwest corner of 6<sup>th</sup> and Jackson Street (hereinafter "MURA PROPERTY"); and

WHEREAS, the MURA PROPERTY contains soils contaminated with ammonia and nitrates (hereinafter "MURA SOILS") which MURA desires to remediate; and

WHEREAS, the MURA has entered into the Idaho Department of Environmental Quality Voluntary Cleanup Program to facilitate the property remediation; and

WHEREAS, land application and agricultural cultivation is an approved remediation method for soils contaminated with ammonia and nitrates; and

WHEREAS, OWNER owns property located on Sand Road south of Moscow (hereinafter "REMEDIATION SITE") which is being permitted and developed to accommodate the treatment of petroleum contaminated soils; and

WHEREAS, OWNER has agreed to accept, spread, till, and cultivate MURA SOILS upon the REMEDIATION SITE in accordance with industry best practices; and

WHEREAS, MURA is required to periodically monitor and test the MURA SOILS after placement and cultivation to confirm completion of remediation effort.

NOW, THEREFORE, AGENCY and OWNER hereby agree as follows:

**SECTION 1:** MOA Parties. Moscow Urban Renewal Agency ("AGENCY") 206 East Third Street, Moscow, Idaho, 83843. DEVELOPERS OF THE PALOUSE L.L.C., a limited liability corporation, 140 E. Palouse River Drive, Moscow, Idaho 83843.

**SECTION 2:** General Project Description. The Project shall include the acceptance, spreading, tilling and cultivating of up to two thousand four hundred (2,400) cubic yards of MURA SOILS upon the REMEDIATION SITE to begin approximately September 18, 2015. The MURA SOILS will be blended with native site soils and placed into agricultural production to remediate

the MURA SOILS. It is anticipated that up to two (2) years or agricultural cultivation may be required to complete the remediation process.

**SECTION 3:** OWNER Obligations. OWNER shall secure any and all necessary permits or other government and/or agency approvals for the operation of the REMEDIATION SITE and shall continuously manage and operate the REMEDIATION SITE in accordance will all applicable local, state and federal requirements. OWNER shall provide access and a suitable haul route and dumping location for MURA's selected contractor. OWNER shall spread the MURA SOILS out on the REMEDIATION SITE to an approximate depth of four to six inches (4"-6") to allow for tilling and mixing with native REMEDIATION SITE soils. OWNER shall prepare and place the REMEDIATION SITE into normal agricultural production to facilitate the uptake of nutrients from the MURA SOILS. OWNER shall provide MURA and/or MURA's contractor(s) access to the REMEDIATION SITE for the purposes of retrieving soils samples from the REMEDIATION SITE to document soil remediation compliance reporting. MURA shall provide OWNER with 48 hour notice when access is requested and such access shall not be unreasonably delayed or denied. OWNER shall retain all responsibility and liability of OWNER's petroleum remediation occurring adjacent to the REMEDIATION SITE.

**SECTION 4:** MURA Obligations. MURA and MURA's selected contractor shall utilize the designated haul route and disposal location to deliver the MURA SOILS to the REMEDIATION SITE. MURA shall pay OWNER twelve dollars (\$12) per cubic yard, as determined by MURA's Engineer field measurements of the actual excavation source locations after completion of excavation activities, to reimburse owner for costs associated with the operation of the REMEDIATION SITE. MURA shall be responsible for all required soil sampling and testing related to the soil remediation as may be required the Idaho Department of Environmental Quality or Environmental Protection Agency to measure compliance and completion of the remediation activity. MURA shall provide OWNER with a copy of final approval of completion of the environmental remediation for OWNER's records. MURA shall have no responsibility or liability associated with OWNER's petroleum remediation occurring adjacent to the REMEDIATION SITE.

**SECTION 5:** Term of MOA. Term of this MOA shall be from the date of the last signature hereto until the MURA SOILS reach compliance and remediation activity is completed as evidenced by a certificate of completion issued by the Idaho Department of Environmental Quality.

**SECTION 6:** General Provisions

A. Compliance with Applicable State or Federal Laws

This MOA is performed in Moscow, Latah County, Idaho, and is subject to all applicable Federal and State laws, statutes, codes, any and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal government authority having or asserting jurisdiction.

B. Time is of the Essence

The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

#### C. Notice and Communications, PROJECT Representatives

MURA and OWNER hereby designate their authorized representatives to act on their behalf with respect to the services and responsibilities under this MOA. The following designated representatives are authorized to receive notices, transmit information and make decisions regarding the Project on behalf of their respective PARTIES, except as expressly limited herein. These representatives are not authorized to alter or modify the terms and conditions of this MOA, except as provided in this MOA.

For MURA:

Name: Bill Belknap Address: 221 E. Second Street Moscow, ID 83843 E-mail Address: bbelknap@ci.moscow.id.us Work Telephone: 208-883-7011 Fax Telephone: 208-883-7033

For OWNER:

Name: Larry Germer	Work Telephone:	208-
Address: 140 E. Palouse River Drive	Fax Telephone:	208-
Moscow, ID 83843		
E-mail Address:		

In the event any changes are made to the authorized representatives or other information listed above, MURA and OWNER agree to furnish each other timely, written notice of such changes.

D. Successors and Assigns

The work on the Project to be provided under this MOA, and any claim arising hereunder, is not assignable or delegable by either PARTY in whole or in part, without the express prior written consent of the other PARTY.

E. Severability

The illegality, invalidity or unenforceability of any term, condition, or provision of the MOA shall in no way impair or invalidate any other term, condition, or provision of the MOA. All such other terms, conditions, and provisions shall remain in full force and effect.

F. Jurisdiction and Venue

It is agreed that this MOA 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.

G. Remedies and Disputes.

Any and all claims, disputes or controversies arising under, out of, or in connection with this MOA, which the PARTIES hereto shall be unable to resolve within sixty (60) days, shall be mediated in good faith by the PARTIES.

Nothing in this MOA shall be construed to limit the PARTIES' choice of a mutually acceptable dispute resolution method in addition to the dispute resolution procedure outlined above, or to limit the PARTIES' rights to any remedy at law or in equity for breach of the terms of this MOA and the right to receive reasonable attorney's fees and costs incurred in enforcing the terms of this MOA.

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

MURA:

OWNER

Moscow Urban Renewal Agency

Developers of the Palouse, L.L.C.

, Chair

Larry Germer, Managing Member Date: \_\_\_\_\_

ACKNOWLEDGMENTS	5
State of	)
	) ss.
County of	)

On this day personally appeared before me Larry Germer, in his official capacity as Managing Member of Developers of the Palouse L.L.C., known to me to be the person described in the foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this	day of	, 2015.
Notary Public in and for the State of,	residing at	
ACKNOWLEDGMENTS State of) ) ss. County of)		
On this day personally appeared before me Chair of the Moscow Urban Renewal Agency, kno foregoing instrument and acknowledged that he ex Urban Renewal Agency as his free and voluntary mentioned.	own to me to be the secuted the same on act and deed, for the	, in his official capacity as person described in the behalf of the Moscow e uses and purposes therein
GIVEN under my hand and official seal this	day of	, 2015.
Notary Public in and for the State of,	residing at	

oth ana s				Fs	timate	Germer (	Construction				
<u>Item No.</u>	Item Description	<u>Units</u>	<u>Quantity</u>	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 2,493.00	\$ 2,493.00				
2	2 Construction Fencing	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 825.00	\$ 825.00				
3	3 Traffic Control	LS	1	\$ 3,750.00	\$ 3,750.00	\$3,650.00	\$ 3,650.00				
4	Erosion Control and Inlet Protection	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 675.00	\$ 675.00				
5	Removal of Obstructions	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00				
6	Excavation	CY	2250	\$ 6.00	\$ 13,500.00	\$ 8.50	\$ 19,125.00				
7	' Geotextile	SY	1248	\$ 2.00	\$ 2,496.00	\$ 1.25	\$ 1,560.00				
8	3 Crushed Aggregate Structural Fill	TONS	871	\$ 24.00	\$ 20,904.00	\$ 20.00	\$ 17,420.00				
g	General Structural Fill	CY	1370	\$ 12.00	\$ 16,440.00	\$ 8.00	\$ 10,960.00				
10	) Granular Structural Fill (Top Course)	TONS	229	\$ 24.00	\$ 5,496.00	\$ 22.00	\$ 5,038.00				
11	6" Sanitary Sewer Service Connection	LS	1	\$4,500.00	\$ 4,500.00	\$ 3,400.00	\$ 3,400.00				
12	2 Street Repair	SF	52	\$ 10.00	\$ 520.00	\$ 28.85	\$ 1,500.20				
13	3 Sidewalk Repair	SF	20	\$ 6.00	\$ 120.00	\$ 16.25	\$ 325.00				
14	Tunnel Excavation and Disposal	CY	151	\$ 6.00	\$ 906.00	\$ 12.00	\$ 1,812.00				
15	5 Tunnel Crushed Aggregate Structural Fill	TONS	189	\$ 24.00	\$ 4,536.00	\$ 20.00	\$ 3,780.00				
				Tota	\$ 83,168.00	Tota	\$ 73,763.20				

#### **BID PROPOSAL**

TO: Moscow Urban Renewal Agency Moscow, Idaho Date: 9-11-15

This proposal is submitted as an offer by the undersigned to enter into contract with the Moscow Urban Renewal Agency, Moscow, Idaho as represented by the Moscow Urban Renewal Agency Board of Commissioners, hereinafter referred to as the 'AGENCY' for 6<sup>th</sup> AND JACKSON EXCAVATION - 2015, (hereinafter "Project"), specified herein and which construction documents are on file with the Moscow Urban Renewal Agency Executive Director, Paul Mann 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 AGENCY to the terms and prices herein submitted.

- 1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
- 2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
- 3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
- 4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
- 5. Proposal Guarantee (Bid bond) is <u>not</u> required with bid submittal.
- 6. The undersigned further agrees that AGENCY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of AGENCY.
- 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 him/her and have been examined as part of the contract documents.
- 9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
- 10. The undersigned holds Idaho State Contractor's License Number KE-7147.
- 11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

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

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for 6<sup>th</sup> AND JACKSON EXCAVATION – 2015 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**

. .

#### 6<sup>th</sup> and Jackson Excavation - 2015

<u>ltem</u> <u>No.</u>	Item Description	<u>Quantity &amp;</u> <u>Unit</u>	<u>Unit Price</u>	Total Price
1.	Mobilization	1 LS	\$	\$249300
2.	Construction Fencing	1 LS	\$	\$ 82500
3.	Traffic Control	1 LS	\$	\$365000
4.	Erosion Control and Inlet Protection	1 LS	\$	\$ 675
5.	Removal of Obstructions	1 LS	\$	\$1200
6.	Excavation	2,250 CY	\$850	\$19,1250
7.	Geotextile	1,248 SY	\$1.20	\$1,5600
8.	Crushed Aggregate Structural Fill	871 TONS	\$2000	\$17,42000
9.	General Structural Fill	1,370 CY	\$800	\$10,96000
10.	Granular Structural Fill (Top Course)	229 TONS	\$2200	\$5,03800
11.	6" Sanitary Sewer Service Connection	1 LS	\$	\$3,400°
12.	Street Repair	52 SF	\$28 52	\$1,50000
13.	Sidewalk Repair	20 SF	\$1625	\$3250
14.	Tunnel Excavation and Disposal	151 CY	\$1200	\$181200
15.	Tunnel Crushed Aggregate Structural Fill	189 TONS	\$2000	\$3,78000
			Bid Total	\$73,76300

Page 7 of 108

Germer Construction, Inc. Firm Name of Bidder

mm Signature of Bidder

Vice Presid Official Title

HOE Palouse River Dro Bidders Mailing Address

-++++

Public Works License No.

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at MOSCOW This It day of September 2015

#### **CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (hereinafter "Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_\_, 2015, by and between the Moscow Urban Renewal Agency, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter, "AGENCY") and GERMER CONSTRUCTION, 140 E. PALOUSE RIVER DRIVE, MOSCOW, IDAHO 83843, (hereinafter, "CONTRACTOR"):

WITNESSETH:

# WHEREAS, pursuant to the invitation of AGENCY, extended through an Invitation to Bid, CONTRACTOR did, in accordance therewith, file with AGENCY a proposal containing an offer which was invited by said notice; and

WHEREAS, AGENCY has determined that said offer was the lowest responsive and best submitted:

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 the AGENCY and the CONTRACTOR concerning the work to be performed are this Contract, pages one (1) through five (5) and the following:

- 1. Invitation to Bid;
- 2. Project Specifications titled: 6<sup>th</sup> AND JACKSON EXCAVATION 2015;
- 3. Bid/Proposal of the CONTRACTOR, dated September 11, 2015, to be physically attached to this Agreement;
- 4. The Engineering Plans;
- 5. Performance and Payment Bonds and Insurance Certificates, to be physically attached to this Agreement;
- 6. Change Orders, which may be delivered or issued after the effective date of this Agreement;
- 7. Addenda issued prior to opening of bids, to be physically attached to 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.

#### ARTICLE 2. WORK

The CONTRACTOR shall complete the entire work as specified, indicated and required under the Contract Documents.

#### ARTICLE 3. AGREEMENT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially complete on or before fourteen (14) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

#### ARTICLE 4. AGREEMENT SUM

AGENCY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds the amount of Seventy Three Thousand, Seven Hundred and Sixty Three Dollars (\$73,763.00). Said Agreement Sum shall be paid in accordance with the Contract Documents.

#### ARTICLE 5. INDEPENDENT CONTRACTOR

The parties warrant by their signature that no employer-employee relationship is established between CONTRACTOR and AGENCY by the terms of this Agreement. It is understood by the parties hereto that CONTRACTOR is an independent contractor and as such neither it nor its employees, agents, representatives or subcontractors, if any, are employees of AGENCY for purposes of tax, retirement system, or social security (FICA) withholding.

#### ARTICLE 6. SCOPE OF SERVICES

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

#### ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted AGENCY by the Contract Documents, CONTRACTOR shall indemnify and save harmless the Engineer and the AGENCY, 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 CONTRACTOR or his/her subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of CONTRACTOR or his/her subcontractors; or because of any

claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

#### ARTICLE 8. CONFLICT OF INTEREST

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

#### ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

#### ARTICLE 10. ADHERENCE TO LAW REQUIRED

All applicable local, state and federal statutes and regulations 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 his/her surety shall indemnify and save harmless AGENCY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself/herself, his/her employees, or his/her subcontractors.

#### ARTICLE 11. 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 suit.

#### ARTICLE 12. 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 proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.

#### ARTICLE 13. 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 further 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.

#### ARTICLE 14 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: Germer Construction 140 E. Palouse River Drive Moscow, Idaho 83843 (208) 882-8482 AGENCY: Moscow Urban Renewal Agency 206 East Third Street P O Box 9203 Moscow, Idaho, 83843

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

Contractor:

AGENCY:

by: Larry Germer, Owner

\_\_, Chair

ATTEST:

Clerk, Moscow Urban Renewal Agency

#### ACKNOWLEDGMENT

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2015, before me, a Notary Public of the State of Idaho, personally appeared Larry Germer, in his/her official capacity as Owner, Germer Construction, known to me to be the person described in the above document and acknowledged to me he/she executed the same.

SEAL

Notary Public. My Commission expires \_\_\_\_\_

# Moscow Urban Renewal Agency

DRAWINGS, SPECIFICATIONS AND PROPOSAL FOR:

### 6<sup>th</sup> and Jackson Excavation - 2015

Moscow Urban Renewal Agency 221 E. Second Street (208) 883-7011

**Plans, Specifications and Proposal** 

For

6<sup>th</sup> and Jackson Excavation Project - 2015

Project Manager: BILL BELKNAP

INVITATI	ON TO BID	4
BID PROP	POSAL	5
SPECIAL	PROVISIONS	9
SP-1.	MOBILIZATION	11
SP-2.	CONSTRUCTION FENCING	12
SP-3.	TRAFFIC CONTROL	12
SP-4.	EROSION CONTROL AND INLET PROTECTION	12
SP-5.	REMOVAL OF OBSTRUCTIONS	14
SP-6.	EXCAVATION	14
SP-7.	GEOTEXTILES	14
SP-8.	CRUSHED AGGREGATE STRUCTURAL FILL	14
SP-9.	GENERAL STRUCTURAL FILL	15
SP-10.	GRANULAR STRUCTURAL FILL	16
SP-11.	SANITARY SEWER SERVICE CONNECTION	16
SP-12.	STREET REPAIR	16
SP-13.	SIDEWALK REPAIR	17
SP-14.	TUNNEL EXCAVATION AND DISPOSAL	17
SP-15.	TUNNEL CRUSHED AGGREGATE STRUCTURAL FILL	
DRAFT C	ONSTRUCTION AGREEMENT	
INSTRUC	TION TO BIDDERS	24
<b>IB-1</b> .	INTENT OF PLANS AND SPECIFICATIONS	24
<b>IB-2.</b>	PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION	24
<b>IB-3</b> .	EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE	24
IB-4.	PREPARATION AND DELIVERY OF PROPOSAL	24
<b>IB-5</b> .	PROPOSAL GUARANTY	25
<b>IB-6.</b>	RETURN OF PROPOSAL GUARANTY	25
<b>IB-7.</b>	QUALIFICATIONS OF BIDDER	25
IB-8.	AWARD OF CONTRACT	25
IB-9.	FAILURE TO EXECUTE CONTRACT	
IB-10.	NONDISCRIMINATION IN EMPLOYMENT	
IB-11.	WAGE RATES	
IB-12.	CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES	• -
ID 12	AGREEMENT.	
IB-13.	PERFORMANCE PERIOD	
IB-14.	CONSIDERATION OF MULTIPLE DIVISIONS OF WORK	
IB-15.	ALIEKNAIES	
IB-16.	SUBCONTRACTORS TO BE LISTED ON BID	
GENERAI	CONDITIONS	
GC-1.	COMPLIANCE	
GC-2.	DEFINITIONS	
GC-3.	PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS	
GC-4.	ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS	
GC-5.	INVESTIGATION BY BIDDERS	
GC-6.	NON-DISCRIMINATION	
GC-7.	INTERPRETATION OF THE SPECIFICATIONS	
GC-8.	CONTRACTS	
GC-9.	OUANTITIES FURNISHED BIDDERS	
GC-10.	MAJOR CHANGES	
GC-11.	EXTRA WORK	

#### TABLE OF CONTENTS

GC-12.	MONTHLY PAYMENTS	36
GC-13.	TIME OF COMPLETION/LIQUIDATED DAMAGES	38
GC-14.	ABANDONMENT OF WORK	
GC-15.	AUTHORITY OF ENGINEER	
GC-16.	PERFORMANCE AND PAYMENT BONDS	40
GC-17.	INSURANCE/AGENCY TO BE NAMED AS ADDITIONAL INSURED	41
GC-18.	PATENT ROYALTIES AND PROCESS FEES	
GC-19.	CONTRACTOR RESPONSIBLE FOR WORK	
GC-20.	USE OF COMPLETED PORTION	42
GC-21.	SIGNATURES	
GC-22.	ORDERS TO BEGIN WORK	43
GC-23	ORDER OF WORK	43
GC-24	FFFICIENCY OF OPERATION/LICENSING	43
GC-25	PROTECTION OF WORK AND PROPERTY	43
GC-26	RESPONSIBILITY FOR SAFETY	44
GC-27	GUARDS AND BARRICADES	
GC-28	FVISTING TRAFFIC SIGNS AND FACILITIES	
GC-20.	MAINTAININC POSTAL SERVICE	
CC 30	FMFDCFNCV WODV	
GC-30.		43 16
CC 32	CODDECTION AND COMDI ETION OF WORK	40 16
CC 33	CURRECTION AND COMPLETION OF WORK	40 17
GC-33.	DETAILED DEAKDOWN OF CONTRACT DDICE	/ <del>1</del> / 7
GC-34.	DETAILED DREARDOWN OF CONTRACT FRICE	
GC-35.	CONTRACTOR 5 RESPONSIBILITY FOR UTILITY PROPERTIES AND	47
CC 36	SEKVICE	
GC-30.	STREET CLEANUP DUKING CONSTRUCTION	49
GC-37.	ULEANUP	49
GC-38.	<b>PROUF OF TAX PAYMENT</b>	
GC-39.	HOLD HARMLESS REQUIREMENT	
GC-40.	JURISDICTION AND DISPUTE RESOLUTION	
GC-41.	PEKMIIS AND LICENSES	
GC-42.	ENVIKUNMENTAL MATTEKS	
GC-43.	NU I HIKD PARTY BENEFICIARIES	50
GC-44.	COMPLIANCE WITH GRANT CONDITIONS	
	MOSCOW ENCINEEDING SDECIEICATIONS	
	SCODE OF WODK	52
ES-1. ES 2	TDAFELC CONTDOL /D O W LISE DEDMITS	52 51
ES-2. ES 2	IKAFFIC CONTROL/K.O.W USE PERMITS	54 54
ез-э. Ез <i>1</i>	ΜΑΙΕΚΙΑΕδ DEMOVALS AND DISDOSALS	
E5-4. ES <i>5</i>	KENIO VALS AND DISCOSALS	
ES-5.	ΕΑΚΙΠΨΟΚΝ	
ES-0. ES 7	SUBGRADE SEPARATION GEUTEATILES	
ES-7.	CRUSHED RUCK BASE	57
ES-8.	SUF I SPUT KEPAIK	
ES-9.	WAIEKING	
ES-10.	WEIGHING	
ES-11.	CONCRETE CONSTRUCTION DECLIDEMENTS	61
ES-12.	CONCRETE CONSTRUCTION REQUIREMENTS	
ES-13.	CONCRETE CURB	67
ES-14.	CUNCKETE SIDEWALK	69
ES-15.	SUPERPAVE HOT MIX ASPHALT	
ES-16	CEMENT CONCRETE PAVEMENT.	73
ES-17.	ADJUSTMENT OF GATE VALVE BOXES, MONUMENTS, CATCH BASINS,	
<b>EG</b> 10	CATCH INLETS, AND MANHOLES	
ES-18.	MANHOLES AND CATCH BASINS	
ES-19.	TRENCH EXCAVATION AND BACKFILL	81

ES-21 GATE VALVES AND VALVE BOXES	96
ES-22. FIRE HYDRANTS	98
ES-23. STORM AND SANITARY CONNECTIONS	101
ES-24. STREET / ALLEY CUT REPAIR	102
ES-25. EROSION AND SEDIMENT CONTROL	102
ES-26 STORMWATER RUNOFF CONTROL	103
ES-27. IMPORTED TOPSOIL	103
ES-28 SEEDING	103
ES-29. TREE TRIMMING	104
ES-30. INSPECTION	104
ES-31. WORKMANSHIP AND CLEAN UP	105
ES-32. MOBILIZATION	106

#### **APPENDIX I - SUPPLIMENTAL SPECIFICATIONS**

#### APPENDIX II - ADDITIONAL FEDERAL REQUIREMENTS

#### **APPENDIX III - DESIGN DRAWINGS**

#### **INVITATION TO BID**

The Moscow Urban Renewal Agency is accepting bids to be submitted to the business office of the Moscow Urban Renewal Agency, 221 East Second Street, P.O. Box 9203, Moscow, Idaho 83843, until 3:00 p.m., prevailing local time, September 11<sup>th</sup>, 2015 for the following project:

#### 6<sup>th</sup> and Jackson Excavation – 2015

This project consists of the excavation and haul of approximately 2,250 cubic yards of nutrient contaminated materials and the loading, haul, placement and compaction of structural fill within the excavation area. The project also includes the general excavation and fill of an existing brick underground tunnel structure and the installation of a 6 inch (6") sanitary sewer service connection. This project also includes temporary site construction fencing, and any necessary traffic and erosion and sediment control as shown on the construction plans and herein 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 and compliance with the Davis Bacon Act are 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 Administrative Assistant Anne Peterson at 221 E. Second Street, Moscow ID, 83843, OR bids may be submitted by e-mail to apeterson@ci.moscow.id.us by 3:00 p.m., on September 11<sup>th</sup>, 2015. All responders will be notified of results by e-mail by September 18<sup>th</sup>, 2015. *Contact Bill Belknap@ci.moscow.id.us with any questions.* 

The Moscow Urban Renewal Agency reserves the right to reject any and all bids.

Anne Peterson, Clerk

#### **BID PROPOSAL**

TO:	Moscow Urban Renewal Agency
	Moscow, Idaho

This proposal is submitted as an offer by the undersigned to enter into contract with the Moscow Urban Renewal Agency, Moscow, Idaho as represented by the Moscow Urban Renewal Agency Board of Commissioners, hereinafter referred to as the 'AGENCY' for 6<sup>th</sup> AND JACKSON EXCAVATION - 2015, (hereinafter "Project"), specified herein and which construction documents are on file with the Moscow Urban Renewal Agency Executive Director, Paul Mann 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 AGENCY to the terms and prices herein submitted.

- 1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
- 2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
- 3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
- 4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
- 5. Proposal Guarantee (Bid bond) is <u>not</u> required with bid submittal.
- 6. The undersigned further agrees that AGENCY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of AGENCY.
- 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 him/her and have been examined as part of the contract documents.
- 9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
- 10. The undersigned holds Idaho State Contractor's License Number \_\_\_\_\_\_.
- 11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No	\$ Amount	
			\$ 1 mic <b>u</b> nt	
a				
b				
c				
d				
e				

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for 6<sup>th</sup> AND JACKSON EXCAVATION – 2015 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**

#### 6<sup>th</sup> and Jackson Excavation - 2015

<u>ltem</u> <u>No.</u>	Item Description	<u>Quantity &amp;</u> <u>Unit</u>	<u>Unit Price</u>	Total Price
1.	Mobilization	1 LS	\$	\$
2.	Construction Fencing	1 LS	\$	\$
3.	Traffic Control	1 LS	\$	\$
4.	Erosion Control and Inlet Protection	1 LS	\$	\$
5.	Removal of Obstructions	1 LS	\$	\$
6.	Excavation	2,250 CY	\$	\$
7.	Geotextile	1,248 SY	\$	\$
8.	Crushed Aggregate Structural Fill	871 TONS	\$	\$
9.	General Structural Fill	1,370 CY	\$	\$
10.	Granular Structural Fill (Top Course)	229 TONS	\$	\$
11.	6" Sanitary Sewer Service Connection	1 LS	\$	\$
12.	Street Repair	52 SF	\$	\$
13.	Sidewalk Repair	20 SF	\$	\$
14.	Tunnel Excavation and Disposal	151 CY	\$	\$
15.	Tunnel Crushed Aggregate Structural Fill	189 TONS	\$	\$
			Bid Total	\$

Bid Total

Page 7 of 108

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 \_\_\_\_\_, 2015

#### SPECIAL PROVISIONS

#### **SCOPE**

These Special Provisions cover the work necessary for the excavation and haul of approximately 2,250 cubic yards of nutrient contaminated materials and the loading, haul, placement and compaction of structural fill within the excavation area. The project also includes the general excavation and fill of an existing brick underground tunnel structure and the installation of a 6 inch (6") sanitary sewer service connection. This project also includes temporary site construction fencing, and any necessary traffic and erosion and sediment control as shown on the construction plans and herein described in these specifications.

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

#### **GENERAL**

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

Traffic and pedestrian control shall be as per the MUTCD and is the Contractor's responsibility.

The Contractor shall schedule all work under this contract to be a sustained and concerted effort to complete the project within the allotted time. The project construction schedule specific to the item tasks shall be completed by Contractor subject to possible restrictions established by the AGENCY.

The contractor is responsible for damages to any and all facilities and appurtenances, plant material, underground utilities and other improvements and must repair and/or replace any or all items damaged in a timely and acceptable manner at no cost to the AGENCY. The Contractor shall patch, repair, and/or replace all existing work immediately adjacent to the newly

constructed areas, or where removals are made, so that such adjacent work is left in the same state of work.

All 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.

The Contractor is responsible for worker and public safety and control within and about the work site and shall provide all necessary warning devices, barricades, signage and ground personnel needed to ensure safety, protection and warning to all persons and traffic within the area. The Contractor must obtain all permits and bonds required.

It is the Contractor's responsibility to make provision and pay for water and power necessary for work under this contract and to clean-up any spills or debris or residues created by their work.

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

Underground utility locates shall be the responsibility of the Contractor. The Contractor shall be responsible for all repair of 'located' utilities damaged during this project.

The Contractor shall become familiar with the site and its restrictions prior to bidding. He/she should also be familiar with all aspects of these specifications, pertinent to City Codes and the plans for this works. All tax liabilities imposed by the State Tax Commission must be met and verified prior to the release of the final payment. Attention to Idaho Code, Chapter 15, Title 63.

Equipment must be operated in such a manner as to minimize the damage to the surface of the existing streets and planted areas. Track-type backhoes shall be equipped with approved street-use type tracks.

All lawn areas damaged by the Contractor shall be repaired to the satisfaction of the Engineer. This work may include grading and sodding, as required. Any tree, within the construction area, whose branches, trunk or roots must be removed in order to complete the work, should be trimmed, as directed by the Moscow City Forester. 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 plans, shall be constructed in accordance with the construction industry's highest standards.

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

#### SP-1. MOBILIZATION

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

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. CONSTRUCTION FENCING

This item shall consist of procurement, installation, maintenance and removal of temporary construction fencing along the entire perimeter of the site (estimated at 770 feet total fence length) to control access to the site and provide protection to the public. Site fencing and controls shall remain secured during hours of construction operation and shall be securely locked during hours outside of construction activities to prohibit unauthorized access to the site. Contractor shall retain obligation to maintain and immediately respond to fence failures or other occurrences that render the site insecure and shall provide a 24 hour contact phone number to report and respond to such events.

#### **Measurement and Payment:**

Measurement for CONSTRUCTION FENCING shall be lump sum and shall include all costs associated with procurement, delivery, installation, maintenance, removal and incidental costs associated of the construction fencing.

SP-2 CONSTRUCTION FENCING	L.	S	•
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#### SP-3. TRAFFIC CONTROL

This work shall consist of the provision of all necessary pedestrian and vehicular traffic control plans, permits and traffic control devices necessary for all construction activities upon the site in accordance with the Contract Specifications.

#### **Measurement and Payment**

Measurement for TRAFFIC CONTROL shall be lump sum and shall include all costs associated with the plan development, procurement, delivery, installation, maintenance and removal of all necessary traffic control devices:

SP-3. TRAFFIC CONTROL.....L.S.

#### SP-4. EROSION CONTROL AND INLET PROTECTION

This work shall consist of constructing Silt Fence and placement of inlet protection in accordance with the locations specified in the Plans and details shown on the Standard Construction Drawings.

The silt fence geotextile shall be attached to the posts and support system using staples, wire, or in accordance with the manufacturer's recommendations.

The geotextile shall be sewn together at the point of manufacture, or at a location approved by the Engineer, to form geotextile lengths as required. All sewn seams and overlaps shall be located at a support post.

Posts shall be either wood or steel. Wood posts shall have minimum dimensions of  $1\frac{1}{4}$  by  $1\frac{1}{4}$  inches and Steel posts shall have a minimum weight of 0.90 lbs/ft. The maximum post spacing shall be six (6) feet on center. The silt fence shall be toed into the ground a minimum of four (4) inches. Any deviations from these dimensions shall be approved by the Engineer prior to installation.

When sediment deposits reach approximately  $\frac{1}{3}$  the height of the silt fence, the deposits shall be removed and stabilized.

All construction shall be done in accordance with Specification ES-25 EROSION AND SEDIMENT CONTROL.

Inlet protection consists of installing and maintaining inlet protection below or above, or as a prefabricated cover at each inlet grate prior to the beginning of any construction.

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

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

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

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

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

#### **Measurement and Payment**

Measurement for EROSION CONTROL AND INLET PROTECTION shall be lump sum and shall include all costs associated with procurement, delivery, installation, maintenance, removal of erosion control and inlet protection measures:

#### SP-4. EROSION CONTROL AND INLET PROTECTION......L.S.

#### SP-5. REMOVAL OF OBSTRUCTIONS

This work shall consist of the removal of any obstructions in accordance with the project specifications that may existing to accommodate the performance of the work as described herein. Known obstructions include three (3) shallow groundwater monitoring wells installed to an approximate depth of fifteen feet (15') below the ground surface and located within the areas of proposed excavation.

#### **Measurement and Payment**

Measurement for REMOVAL OF OBSTRUCTIONS shall be lump sum and shall include all costs associated with the appropriate removal and disposal of obstructions:

#### SP-5. REMOVAL OF OBSTRUCTIONS .....L.S. SP-6. EXCAVATION

This work shall consist of excavation and stockpiling or disposal of excavation material which is encountered within the limits of the work necessary for construction in accordance with the Specifications and in reasonable close conformity with the lines, grades, or thicknesses shown on the plans, or established by the Engineer. This item shall conform to ES-5 EARTHWORK of these Contract Specifications. The total excavation of material to be removed and disposed offsite is estimated to be 2,250 cubic yards.

The AGENCY shall be responsible for furnishing the disposal site and disposal (tipping fees) for all excavated materials. Disposal site is located 2 miles (one way) from the project site.

#### **Measurement and Payment**

Measurement for EXCAVATION shall be by the cubic yard as determined by the cross sections within the project specifications and by field measurement for unanticipated work. Payment for this item shall include all materials, labor, equipment and incidentals necessary to do the work for:

SP-6. EXCAVATION ......C.Y.

SP-7 GEOTEXTILE
This work shall consist of the procurement and installation of geotextile fabric materials in accordance with these Contract Specifications. Estimated quantity of geotextile materials to be place is 1,248 square yards.

#### **Measurement and Payment**

Measurement for GEOTEXTILE shall be by the square yard as determined by field measurement. Payment for this item shall include all materials, labor, equipment and incidentals necessary to do the work for:

# SP-8. CRUSHED AGGREGATE STRUCTURAL FILL

This work shall consist of procuring, hauling, placing and compacting crushed aggregate structure fill material (i.e. shotrock) at the base of the excavation areas in accordance with the Contract Specifications and in reasonable close conformity with the lines, grades, or thicknesses shown on the plans, or established by the Engineer. This item shall conform to ES-5 EARTHWORK and SUPPLEMENTAL SPECIFICATIONS of these Contract Specifications.

#### **Measurement and Payment**

Measurement for CRUSHED AGGREGATE STRUCTURAL FILL shall be by the ton as determined by weigh slips. The Contractor shall be responsible for furnishing weigh slips to the Engineer upon delivery to the project. Quantity estimated for this work is 871 Tons. The unit price, per ton, shall include all materials, labor, equipment and incidentals necessary to furnishing, placing and compacting:

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# SP-9. GENERAL STRUCTURAL FILL

This work shall consist of loading, hauling, placing and compacting AGENCY stockpiled material (location identified upon the Plans) in accordance with the Contract Specifications and in reasonable close conformity with the lines, grades, or thicknesses shown on the plans, or established by the Engineer. This item shall conform to ES-5 EARTHWORK and SUPPLEMENTAL SPECIFICATIONS of these Contract Specifications.

#### **Measurement and Payment**

Measurement for GENERAL STRUCTURAL FILL shall be by the cubic yard as determined by field measurements of the actual excavation locations after completion of excavation and by field

measurement for any unanticipated work. It is estimated that the AGENCY stockpile contains 1,200 cubic yards of material. Payment for this item shall include all materials, labor, equipment and incidentals necessary to do the work for:

# SP-9. GENERAL STRUCTURAL FILL.....C.Y.

# SP-10. GRANULAR STRUCTURAL FILL

This work shall consist of procuring, hauling, placing and compacting granular structure fill material within the top 3 feet of the excavation areas in accordance with the Contract Specifications and in reasonable close conformity with the lines, grades, or thicknesses shown on the plans, or established by the Engineer. This item shall conform to ES-5 EARTHWORK and SUPPLEMENTAL SPECIFICATIONS of these Contract Specifications.

#### **Measurement and Payment**

Measurement for GRANULAR STRUCTURAL FILL shall be by the ton as determined by weigh slips. The Contractor shall be responsible for furnishing weigh slips to the Engineer upon delivery to the project. Quantity estimated for this work is 229 Tons. The unit price, per ton, shall include all materials, labor, equipment and incidentals necessary to furnishing, placing and compacting:

# SP-10. GRANULAR STRUCTURAL FILL......TON

# SP-11. SANITARY SEWER SERVICE CONNECTION

This work shall consist of the installation of a six inch (6") sanitary sewer service connection in accordance with the Contract Specifications and in reasonable close conformity with the lines, grades, or thicknesses shown on the plans, or established by the Engineer. This item shall conform to all requirements of these Contract Specifications.

#### **Measurement and Payment**

Measurement for SANITARY SEWER SERVICE CONNECTION shall be by lump sum. The lump sum price shall include all materials, labor, equipment and incidentals necessary to complete the sewer service installation including by not limited to trenching, materials, installation, inspection and backfill placement in accordance with these Contract Specifications.

# SP-11. SANITARY SEWER SERVICE CONNECTIONS......LS

# SP-12. STREET REPAIR

This work shall consist of the completion of temporary and permanent street cut repairs in accordance with the Contract Specifications and in reasonable close conformity with the lines, grades, or thicknesses shown on the plans, or established by the Engineer. This item shall conform to all requirements of these Contract Specifications.

# **Measurement and Payment**

Measurement for STREET REPAIR shall be by the square foot. The unit price shall include all materials, labor, equipment and incidentals necessary to complete the street repair in accordance with these Contract Specifications.

# SP-12. STREET REPAIR ......SF

# SP-13. SIDEWALK REPAIR

This work shall consist of the completion of sidewalk repairs accordance with the Contract Specifications and in reasonable close conformity with the lines, grades, or thicknesses shown on the plans, or established by the Engineer. This item shall conform to all requirements of these Contract Specifications.

# Measurement and Payment

Measurement for SIDEWALK REPAIR shall be by the square foot. The unit price shall include all materials, labor, equipment and incidentals necessary to complete the sidewalk repair in accordance with these Contract Specifications.

# SP-13. SIDEWALK REPAIR ......SF

# SP-14. TUNNEL EXCAVATION AND DISPOSAL

This work shall consist of excavation and disposal of excavation material to remove an existing underground brick tunnel structure in accordance with the Specifications and in reasonable close conformity with the lines, grades, or thicknesses shown on the plans, or established by the Engineer. This item shall conform to ES-5 EARTHWORK of these Contract Specifications. The total excavation of material to be removed and disposed off-site is estimated to be 151 cubic yards.

The CONTRACTOR shall be responsible for securing an appropriate disposal location and all associated disposal costs.

#### **Measurement and Payment**

Measurement for TUNNEL EXCAVATION AND DISPOSAL shall be by the cubic yard as determined by field measurement of the excavated area. Payment for this item shall include all materials, labor, equipment and incidentals necessary to do the work for:

# SP-15. TUNNEL CRUSHED AGGREGATE STRUCTURAL FILL

This work shall consist of procuring, hauling, placing and crushed aggregate structure fill material within tunnel excavation areas in accordance with the Contract Specifications and in reasonable close conformity with the lines, grades, or thicknesses shown on the plans, or established by the Engineer. This item shall conform to ES-5 EARTHWORK and SUPPLEMENTAL SPECIFICATIONS of these Contract Specifications.

#### **Measurement and Payment**

Measurement for CRUSHED AGGREGATE STRUCTURAL FILL shall be by the ton as determined by weigh slips. The Contractor shall be responsible for furnishing weigh slips to the Engineer upon delivery to the project. Quantity estimated for this work is 189 Tons. The unit price, per ton, shall include all materials, labor, equipment and incidentals necessary to furnishing, placing and compacting:

# SP-15. TUNNEL CRUSHED AGGREGATE STRUCTURAL FILL ......TON

# **CONSTRUCTION AGREEMENT**

#### (DRAFT - DO NOT SUBMIT WITH BID)

THIS CONSTRUCTION AGREEMENT (hereinafter "Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_\_, 2015, by and between the Moscow Urban Renewal Agency, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter, "AGENCY") and , (hereinafter, "CONTRACTOR"):

WITNESSETH:

# WHEREAS, pursuant to the invitation of AGENCY, extended through an Invitation to Bid, CONTRACTOR did, in accordance therewith, file with AGENCY a proposal containing an offer which was invited by said notice; and

WHEREAS, AGENCY has determined that said offer was the lowest responsive and best submitted:

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 the AGENCY and the CONTRACTOR concerning the work to be performed are this Contract, pages one (1) through , ( ) and the following:

- 1. Invitation to Bid;
- 2. Project Specifications titled: 6<sup>th</sup> AND JACKSON EXCAVATION 2015;
- 3. Bid/Proposal of the CONTRACTOR, dated \_\_\_\_\_\_, 2015, to be physically attached to this Agreement;
- 4. The Engineering Plans;
- 5. Performance and Payment Bonds and Insurance Certificates, to be physically attached to this Agreement;
- 6. Change Orders, which may be delivered or issued after the effective date of this Agreement;
- 7. Addenda issued prior to opening of bids, to be physically attached to 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.

#### ARTICLE 2. WORK

The CONTRACTOR shall complete the entire work as specified, indicated and required under the Contract Documents.

# ARTICLE 3. AGREEMENT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially complete on or before fourteen (14) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

# ARTICLE 4. AGREEMENT SUM

#### ARTICLE 5. INDEPENDENT CONTRACTOR

The parties warrant by their signature that no employer-employee relationship is established between CONTRACTOR and AGENCY by the terms of this Agreement. It is understood by the parties hereto that CONTRACTOR is an independent contractor and as such neither it nor its employees, agents, representatives or subcontractors, if any, are employees of AGENCY for purposes of tax, retirement system, or social security (FICA) withholding.

#### ARTICLE 6. SCOPE OF SERVICES

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

#### ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted AGENCY by the Contract Documents, CONTRACTOR shall indemnify and save harmless the Engineer and the AGENCY, 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 CONTRACTOR or his/her subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of CONTRACTOR or his/her subcontractors; or because of any

claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

#### ARTICLE 8. CONFLICT OF INTEREST

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

#### ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

#### ARTICLE 10. ADHERENCE TO LAW REQUIRED

All applicable local, state and federal statutes and regulations 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 his/her surety shall indemnify and save harmless AGENCY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself/herself, his/her employees, or his/her subcontractors.

#### ARTICLE 11. 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 suit.

#### ARTICLE 12. 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 proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.

#### ARTICLE 13. 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 further 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.

#### ARTICLE 14 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:

AGENCY: Moscow Urban Renewal Aency 206 East Third Street P O Box 9203 Moscow, Idaho, 83843

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

Contractor:

AGENCY:

by:

\_\_\_\_\_, Chair

ATTEST:

Clerk, Moscow Urban Renewal Agency

#### ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public of the State of Idaho, personally appeared \_\_\_\_\_\_, in his/her official capacity as \_\_\_\_\_\_, known to me to be the person described in the above document and acknowledged to me he/she executed the same.

SEAL

Notary Public. My Commission expires \_\_\_\_\_

# **INSTRUCTION TO BIDDERS**

#### **IB-1. INTENT OF PLANS AND SPECIFICATIONS**

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

#### **IB-2.** PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION

A. Plans and specifications are contained herein. Additional information relative to same may be obtained from the office of the Moscow Urban Renewal Agency.

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

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

#### **IB-4. PREPARATION AND DELIVERY OF PROPOSAL**

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

# IB-5. PROPOSAL GUARANTY

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

#### IB-6. RETURN OF PROPOSAL GUARANTY

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

#### **IB-7. QUALIFICATIONS OF BIDDER**

- A. The AGENCY desires that this Project shall be built by a contractor who is competent and adequately financed. The AGENCY 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 his/her statement in such form as may seem appropriate; said statement shall be notarized.
- B. This public works project is not financed in whole or in part by federal-aid funds. Bid proposals will be accepted from those contractors only (prime contractors, subcontractors and/or specialty contractors) who, prior to the bid opening, hold current licenses as public works contractors in the State of Idaho.
- C. The prime contractor shall submit with his/her proposal a list of the subcontractors and their license numbers.
- D. The successful bidder, in addition to listing the names and addresses of subcontractors in his 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 AGENCY 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 AGENCY is satisfied the successful bidder is reasonably familiar with the class of work upon which he/she has submitted a proposal and has the necessary capital and tools to satisfactorily perform the same. The AGENCY may request and the bidder must provide the AGENCY with a current balance sheet and a list of tools owned by the bidder.
- B. Within thirty (30) days after the opening of the proposals the AGENCY will accept one of the proposals or reject all bids. The award will be made upon the basis of the proposal that, in the AGENCY's judgment, will serve the best interest of the AGENCY.
- 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 AGENCY, be awarded the contract.

#### **IB-10. NONDISCRIMINATION IN EMPLOYMENT**

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Contractor will take action, if necessary, to ensure that applicants are employed, and treated during such employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

# IB-11. WAGE RATES

A. Contractors shall comply with Davis-Bacon Act as specified within Appendix I.

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

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

hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

# **IB-13. PERFORMANCE PERIOD**

A. This work shall be substantially completed by October 15, 2015. The work shall be completed within fourteen (14) calendar days from the commencement of work.

#### **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 AGENCY elects to use plus the base bid. If the AGENCY 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 <u>each</u> of the following areas: plumbing work, heating and air conditioning work, electrical work. A contractor does <u>not</u> need to list the amount of the bid for plumbing work, heating and air conditioning work, or electrical work which it intends to perform.
- D. Subcontractors, Equipment and Material: The successful bidder, in addition to listing the names and addresses of subcontractors in his bid, shall, within seven (7) days after opening of the bids, notify the Engineer in writing of the names of all major equipment and material suppliers proposed for the principal parts of the work, and for such others as the Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Engineer or AGENCY may within a reasonable time object to as incompetent or undesirable.

# **GENERAL CONDITIONS**

# GC-1. COMPLIANCE

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

#### GC-2. DEFINITIONS

Architect	The Project Architect, if such is designated by the Contract Documents.
Attorney	The Attorney of the Moscow Urban Renewal Agency, Moscow, Idaho.
AGENCY	The Moscow Urban Renewal Agency, Moscow, Latah County, Idaho ("AGENCY").
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.
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 AGENCY for the
	performance required.

# GC-3. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS

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

#### GC-6. NON-DISCRIMINATION

A. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, or disability.

#### 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 AGENCY. AGENCY 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 AGENCY 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 AGENCY, 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 he/she is as fully responsible to AGENCY for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her, and that the Contractor shall hold AGENCY harmless for any activities of such subcontractors and shall indemnify and defend AGENCY from damages and claims of whatever nature relating or resulting to the activities of such subcontractors.
  - 2. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor to the terms of the construction contract, the information to bidders, the general conditions, the plans, and the

specifications as far as applicable to his/her work, including the following provisions of this article. Nothing in this section shall create any obligation on the part of AGENCY to pay to or to see to the payment of any sums to any subcontractor.

- a. The Contractor shall bind every subcontractor to the following:
  - (1) To be bound to the Contractor by the terms of the Contract Documents, and to assume toward him/her all the obligations and responsibilities that he/she, by those documents, assumes toward the AGENCY. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and AGENCY.
  - (2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment. The Engineer shall, on request, furnish to any subcontractor, wherever practical, evidence of the amounts certified on his/her account.
  - (3) To make all claims for extras, for extension of time and for damages for delays or otherwise, to the Contractor in the manner provided in the general conditions for like claims by the Contractor upon the AGENCY, 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 AGENCY assumes to the Contractor under the Contract Documents.
    - (2) To pay the subcontractor for conforming work, upon the payment of certificates, if issued under the terms of payments for the work, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.
    - (3) To pay the subcontractor for conforming work, upon the payment of certificates, if issued otherwise than as in (2) so that at all times his/her total payments shall be as large in proportion to the value of the work done by him/her as the total amount certified to the Contractor is to the value of the work done by him/her.
    - (4) To pay the subcontractor for conforming work to such extent as may be provided by the Contract Documents or the subcontract if

either of these provides for earlier or larger payments than the above.

- (5) To pay the subcontractor for conforming work on demand on his/her work or materials as far as executed and fixed in place, less retained percentage, at the time the certificate should be issued, even though the Engineer fails to issue it for any cause not the fault of the subcontractor.
- (6) To make no demands for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
- (7) That no claim for services rendered or material furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
- (8) To give the subcontractor an opportunity to be present and to submit evidence in any hearing involving his/her rights.
- (9) To pay each subcontractor for satisfactory performance of its contract no later than twenty (20) calendar days from receipt of each payment the Contractor receives from AGENCY. 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 AGENCY, and returned within twenty (20) calendar days of receiving the estimate payment.
- D. AGENCY'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), AGENCY, upon recommendation of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, give notice to the Contractor and his/her surety of such delay, neglect, or default. If the Contractor or his/her surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then AGENCY shall have full power and authority, without violating the Agreement, to take the prosecution of the work from the Contractor. AGENCY 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 AGENCY, 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 AGENCY the amount of such excess.
- E. Contractor's Right to Stop Work or Terminate Agreement:
  - 1. If the work should be stopped pursuant to lawful order of a court of competent jurisdiction, or pursuant to lawful order of other public authority having jurisdiction, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him/her, or if the Engineer should fail to issue any certificate for payment within twenty-two (22) days after it is due, or if AGENCY 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 AGENCY and Engineer, stop work or terminate this Agreement or recover from AGENCY 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 AGENCY nor shall the Contractor assign any moneys due or to become due to him/her hereunder, without the prior written consent of AGENCY. 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 AGENCY.

#### GC-9. QUANTITIES FURNISHED BIDDERS

- A. Unit Price Contract. The quantities shown in the proposal are approximations only and are for the purpose of comparing bids. The AGENCY reserves the right to increase or decrease, within twenty five percent (25%) of the stated quantities, any of the quantities shown and the Contractor will be paid for the actual quantities of work finally installed or performed at the applicable unit prices stated in his/her proposal.
  - 1. Should the actual quantities exceed twenty five percent (25%) in excess of the stated amounts, the Contractor shall notify the Engineer before said excess is considered extra work. The twenty five percent (25%) limit does not apply to items listed as optional by the AGENCY, or which are specifically excluded.
  - 2. If a pay item is indicated as a contingency item, the Contractor shall be paid for only the actual quantity installed, and will be paid at the bid price up to twenty five percent (25%) in excess of the stated contingency bid quantity. Should the actual quantity exceed twenty five percent (25%) in excess of the stated contingency item amount, the Contractor shall notify the Engineer before said excess is considered extra work.
- B. Lump Sum Contract. The Contractor shall include in the contract sum all allowances named in the Contract Documents and shall cause the work so covered to be performed for such sums as the Engineer may direct, the contract sum being adjusted in conformity therewith. The Contractor declares that the contract sum includes such sums for expenses and profit on account of cash allowances as he/she deems proper. No demand for expenses or profit other than those included in the contract sum shall be allowed. The Contractor shall not be required to employ for any such work persons whom he/she has reasonable objection.

# GC-10. MAJOR CHANGES

A. If unforeseen conditions require a substantial change in the dimensions of a structure, location of underground utilities, or major variation of a similar nature from the original plans, such change shall be covered by a change order. The change order is to set forth in complete detail the nature of the change and reasons therefore, including compensation to be paid and time allotted the Contractor. The change order shall also detail whether the change constitutes an addition or reduction with respect to the original contract costs. Should additional or

supplemental drawings be required, they will be furnished by the Engineer providing the Engineer determines the change is warranted.

- B. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.
- C. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions differing materially and cause an increase or decrease in the cost or time required for the performance of any work under the contract, and adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.
- D. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

# GC-11. EXTRA WORK

- A. AGENCY 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 AGENCY 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 AGENCY, one (1) to the Contractor and one (1) retained by the Engineer.
- B. If during the progress of the work, the Contractor believes he/she is entitled to extra compensation for performing certain phases or items, any and all such claims must be promptly presented to AGENCY and the Engineer. Unless such claim is presented in writing within fifteen (15) days after it occurs, AGENCY may, at its discretion, reject the claim. AGENCY 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 AGENCY 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 AGENCY 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 AGENCY shall retain five (5) percent of the total amount owing the Contractor after the contract has been completed and accepted by the AGENCY 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 AGENCY, the Contractor, and the Contractor's surety. Before final payment will be made by the AGENCY, Contractor agrees that it shall furnish the AGENCY 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 AGENCY 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 AGENCY to the Contractor, be vested in AGENCY, and such materials may not be removed from the jobsite without written authorization of the Engineer.
- C. The AGENCY 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. AGENCY 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 AGENCY elects to disperse such funds, AGENCY 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 AGENCY 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 AGENCY's exercise of such right to disperse.

#### GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES

- The date of completion for this Agreement shall be defined by the Instruction to A. 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 AGENCY. Contractor further agrees that failure to complete this Agreement by such date shall subject Contractor to payment of liquidated damages to AGENCY. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding of the actual loss suffered by AGENCY occasioned by failure to complete the work on time. Accordingly, instead of requiring such proof, AGENCY and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to AGENCY the sum of one-half of one percent (0.005) of the Agreement amount, including change orders, will be deducted by AGENCY 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 AGENCY for the following reasons:
  - 1. A delay caused the Contractor by any suit or other legal action against AGENCY (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, AGENCY 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 AGENCY and Engineer, in writing prior to the performance of such work, his/her estimate of the added time required for

such work. AGENCY 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

If the Contractor abandons the work for a period of twenty (21) days for any cause А other than failure of AGENCY to make monthly payments, or refuses to comply with the provisions of the plans and specifications, AGENCY 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 AGENCY fails to make progress payments, the Contractor may then, at his/her option, cease operations until payments are resumed by notifying AGENCY of his/her intention to cease operations for this cause. Should the Contractor abandon the work, fail or refuse to complete the work embraced in this contract, or fail to pay just claims for labor and materials, AGENCY reserves the right to charge against the Contractor, and Contractor agrees to pay, all legal, engineering, or other costs caused by such abandonment, failure The Contractor agrees that such legal costs shall also include or refusal. AGENCY's costs of defending any suits in connection with such abandonment, failure or refusal and nonpayment of claims wherein AGENCY is made a codefendant.

#### GC-15. AUTHORITY OF ENGINEER

A. The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of

performance and rate of progress of the work; questions which may arise as to the interpretation of the plans and specifications; and questions as to the satisfactory and acceptable fulfillment of the terms of the Agreement.

- B. The Engineer, including his/her employees and agents, shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. Inspections by the Engineer shall be promptly made. If any work should be covered up without approval or consent of the Engineer, it shall be uncovered, if required by the Engineer, for examination. The costs associated with the uncovering of such non-approved work shall be the responsibility of Contractor and shall not be charged to AGENCY.
- 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, AGENCY 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 AGENCY. 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 AGENCY. 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 AGENCY.
- 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 AGENCY 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 AGENCY. The expense of such replacement bonds shall be borne by the Contractor. No further payments by AGENCY 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 AGENCY.

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

- A. The Contractor shall not commence work until he/she has obtained all insurance required under this section or until he/she has satisfied AGENCY in this respect; nor shall he/she allow any subcontractor to commence work until such subcontractor has also obtained such required insurance applicable to such subcontractor's work. The Contractor shall maintain such required insurance coverage throughout the term of this Agreement as will hold AGENCY harmless and shall indemnify AGENCY 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 AGENCY 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 AGENCY and the Engineer not less than fifteen (15) days prior to such action. Contractor shall further cause AGENCY 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 AGENCY 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 AGENCY.
- 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 AGENCY a license or licenses for the use of any process or processes in connection with this Project. The Contractor shall include in the unit price bid any patent royalties or license fees for equipment installed or construction methods used.

# GC-19. CONTRACTOR RESPONSIBLE FOR WORK

A. The Contractor shall be responsible for all work until its acceptance by the AGENCY.

# GC-20. USE OF COMPLETED PORTION

A. AGENCY 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 AGENCY may have against the Contractor shall not be deemed to have been waived by such use and/or occupancy.

#### GC-21. SIGNATURES

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

#### GC-22. ORDERS TO BEGIN WORK

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

#### GC-23. ORDER OF WORK

- A. The Agreement period and time of completion will be as set forth in the Instruction to Bidders included in the Contract Documents.
- B. GC-13 "Time of Completion/Liquidated Damages" of the General Conditions shall apply to interim as well as final completion dates.
- C. The specific details of the order of work will be established by the Engineer before construction begins. Before the successful bidder is authorized to begin work, he/she shall attend a pre-construction conference with the Engineer. At this time the successful bidder shall present a written schedule for the entire Project, specifying the beginning and completion dates for each phase of work. Once approved by the Engineer, this schedule shall be adhered to by the Contractor and he/she shall employ the necessary work force and equipment to maintain such schedule. Contractor further agrees that the approval by the Engineer of such schedule shall not create any liability to the Engineer or AGENCY 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 AGENCY 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 AGENCY.
- 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 AGENCY.
- 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 AGENCY.
- E. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his/her residence or place of business unless the Contractor has made a special arrangement with the affected persons.
- F. Construction operations and parking of vehicles shall be confined to areas designated by AGENCY. 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 AGENCY as a result of any damages to the facilities shall be paid or mitigated by the Contractor.

#### **GC-26. RESPONSIBILITY FOR SAFETY**

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

# GC-27. GUARDS AND BARRICADES

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

#### GC-28. EXISTING TRAFFIC SIGNS AND FACILITIES

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

#### GC-29. MAINTAINING POSTAL SERVICE

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

#### GC-30. EMERGENCY WORK

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

# GC-31. SUPERVISION OF WORK

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

#### GC-32. CORRECTION AND COMPLETION OF WORK

- A. Correction of Work before Final Payment:
  - 1. The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Agreement, whether incorporated in the work or not, and shall re-execute any work condemned by the Engineer as failing to conform to the Agreement, and the Contractor shall promptly replace such non-conforming materials and re-execute such non-conforming work in accordance with the Agreement, such costs of replacement and re-execution to be borne by Contractor at no additional expense to AGENCY.
  - 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 AGENCY 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, AGENCY may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account to Contractor for the net proceeds thereof, after deducting all the costs and expenses of such removal, storage, sale and repair. Nothing contained herein shall relieve the Contractor from his/her responsibility to perform the work in accordance with the Contract Documents, nor to reduce the liability of the Contractor to replace such non-conforming materials or re-execute such non-conforming work.
- B. Correction of Work after Final Payment:
  - 1. Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty and/or non-conforming materials or workmanship and unless otherwise specified,

he/she shall remedy any defects due thereto and pay for any damage to other work resulting there-from, which shall appear within a period of one (1) year from the date of final acceptance. AGENCY shall give notice of observed defects with reasonable promptness.

C. Deductions for Uncorrected Work:

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

# GC-33. SUBSTITUTES CLAUSE

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

#### <u>GC-35.</u> <u>CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND</u> <u>SERVICE</u>

- 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 AGENCY or the Engineer for their accuracy or completeness.
- B. It is the Contractor's responsibility to notify "CALL BEFORE YOU DIG" at nationwide #811 prior to excavating and to comply with Idaho Code Section 55-2207 and all other applicable laws and regulations regarding the protection of underground utilities.
- C. At points where the Contractor's operations could cause damage which might result in considerable expense, loss, and inconvenience when his/her operations are adjacent to or near a railway, telephone, television, power, oil, gas, water, sewer, irrigation, or other private or municipal systems, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.
- D. The Contractor shall notify all utility offices which are affected by the construction operation at least forty-eight (48) hours in advance of such construction. Under no circumstances shall the Contractor expose any utility without first requesting permission from and being granted to do so from the affected agency. Once permission has been granted, Contractor shall locate, if necessary, and expose all existing underground utilities in advance of any trenching operation. Hand digging shall be required within twenty-four (24) inches of a marked utility.
- E. The Contractor shall protect all other poles from damage. If interfering power poles, telephone poles, guy wires, or anchors are encountered, Contractor shall notify the Engineer and the affected utility company at least forty eight (48) hours in advance of construction operations to permit the necessary arrangements to be made with the affected utility company for protection or relocation of the interfering structure.
- F. The Contractor shall be solely and directly responsible to the AGENCY 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 AGENCY from any such claims.
- G. In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. After such notification, the Contractor shall cooperate with said authority in restoration of service as promptly as possible and the Contractor shall bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist beyond working hours unless prior approval is received from the Engineer.
- H. In the event the Contractor encounters utility lines that interfere with trenching, the Contractor may, by obtaining prior written approval of the appropriate utility company, cut the service, dig through and restore the service with similar and equal materials at the Contractor's expense.

#### GC-36. STREET CLEANUP DURING CONSTRUCTION

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

#### GC-37. CLEANUP

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

#### GC-38. PROOF OF TAX PAYMENT

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

#### GC-39. HOLD HARMLESS REQUIREMENT

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

#### **GC-40.** JURISDICTION AND DISPUTE RESOLUTION

A. Either AGENCY, 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 AGENCY second. The remaining

person shall then be the mediator. Costs of the mediation shall be borne equally by the parties.

- B. AGENCY 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, AGENCY 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 AGENCY, and AGENCY 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 AGENCY applicable to, any federal, state or local grant received by the AGENCY or Contractor at any time with respect to this contract or with respect to the provision, performance or completion of the work. Specific grant conditions applicable to this project are including in Appendix I.

# **CITY OF MOSCOW - 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 <u>Manual of Uniform Traffic Control</u> <u>Devices</u> and shall include identification of detour routes for pedestrians. All traffic control devices shall be MUTCD approved, and installed and maintained by *ATSSA or ESC certified Traffic Control Technicians*. In the event where flagging is required to control traffic flow around a work zone, all flaggers shall have a *current ATSSA or ESC flagging card*.

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

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

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

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

## 2.2 Right of Way Use Permits

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

## 2.3 Payment: Traffic Control

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

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

# ES-3. MATERIALS

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

# ES-4. REMOVALS AND DISPOSALS

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

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

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

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

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

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

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

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

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

# ES-5. EARTHWORK

#### 5.1 Excavation

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

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

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

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

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

## 5.2 Structural Fill

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

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

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

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

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

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

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

# 5.3 Payment

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

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

# ES-6. SUBGRADE SEPARATION GEOTEXTILES

# 6.1 Materials

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

## 6.2 Construction Requirements

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

#### 6.3 Payment

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

# ES-7. CRUSHED ROCK BASE

#### 7.1 Description

This work shall consist of furnishing and placing one or more courses of aggregate on a prepared surface in accordance with these Specifications and in reasonable 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
<sup>3</sup> / <sub>4</sub> 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
<sup>1</sup> / <sub>2</sub> 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	I11 T 74
vibratory spring-loaded compactor.	Idaho 1-/4
Moisture density relations using a 5.5 lb, rammer and 18 inch drop	
method A or C.	AASHTO T-99
Nuclear method for the	
determination of percent	
compaction in place density and	
moisture content of soils and	
aggregates.	WAQTC TM7

## 7.4 Placing

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

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

## 7.5 Mixing

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

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

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

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

# 7.6 Shaping and Compaction

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

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

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

# 7.7 Payment

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

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

# ES-8. SOFT SPOT REPAIR

# 8.1 Materials

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

# 8.2 Construction Requirements

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

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

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

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

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

## 8.3 Payment

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

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

# ES-9. WATERING

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

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

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

# ES-10. WEIGHING

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

# ES-11. CONCRETE

# 11.1 General

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

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

## 11.2 Portland Cement

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

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

## 11.3 Aggregates

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

Fine aggregate for concrete shall conform to the following gradation:

Sieve Size	Percent Passing
3/8 inch	100
No. 4	95 - 100

No. 16	45 - 80
No. 50	10 - 30
No. 100	2 - 10
No. 200	0 - 4

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

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

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

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

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

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

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

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

#### 11.4 Water

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

## 11.5 Curing Compound

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

# 11.6 Air Entraining Admixture

Air entraining admixture shall conform to AASHTO M-154.

# ES-12. CONCRETE CONSTRUCTION REQUIREMENTS

#### 12.1 Mixing and Delivery

- A. Concrete shall be mixed and delivered by means of any of the following:
  - 1. Mixed complete in a stationary mixer and the mixed concrete transported to the point of delivery in agitating equipment or in non-agitating equipment when approved. (Known as central-mixed concrete.)
  - 2. Mixed completely in a truck mixer at the batching plant or while in transit. (Known as transit mixed concrete.)
  - 3. Mixed completely in a truck mixer at the point of delivery following the addition of mixing water. (Known as truck mixed concrete.)
  - 4. Mix partially in a stationary mixer and the mixing completed in a truck mixer. (Known as shrink-mixed concrete.)
- B. Truck mixers and truck agitators shall be operated within the rated capacity and at a speed of rotation for mixing or agitating as designated by the manufacturer of the equipment.
- C. When a stationary mixer is used for the complete mixing of the concrete, the mixing time for mixers having a capacity of 10 cubic yards or less shall be 60 seconds minimum. For 10 or more yards capacity, the mixing time shall be approved. Mixing time shall be measured from the time all cement and aggregates are in the drum. The batch shall be so charged into the mixer that some water will enter in advance of cement and aggregates and all water shall be in the drum by the end of the first one-fourth (1/4) of the specified mixing time.
- D. For shrink-mixed concrete, the mixing time in the stationary mixer may be reduced to a minimum of 30 seconds. Mixing shall be completed in a truck mixer by not less than 50 or more than 100 revolutions of the drum or blades at mixing speed. The batch volume shall not exceed 70 percent of the gross volume of the drum.

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

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

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

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

## 12.2 Re-tempering

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

## 12.3 Placing Concrete

General. Concrete shall not be placed until forms have been checked and approved by the Engineer. The forms shall be clean of all debris before concrete is placed. Concrete shall be placed so as to avoid segregation of the materials and the displacement of the reinforcement. Care shall be taken to fill each part of the form by depositing the concrete as near the final

position as possible. After initial set of the concrete, the forms shall not be jarred and no strain shall be placed on the ends of projecting reinforcement.

# 12.4 Cold Weather Concreting

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

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

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

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

# 12.5 Placing in Hot Weather

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

## 12.6 Finishing Concrete

If, in the judgment of the Engineer, rock pockets are of such extent or character as to materially affect the strength of the structure or to endanger the life of the steel reinforcement, he may declare the concrete defective and require the removal and replacement of that portion of the

structure affected. All holes and depressions shall be cleaned, thoroughly wetted, and filled with cement mortar composed of one part of cement to two parts of sand. All fins caused by form joints and other projections shall be removed above ground line. The resulting surfaces shall be reasonably smooth and uniform in texture and color. After the concrete is placed, it shall be struck off with a template or a vibrating screen. Concrete shall be finished to an even surface by means of both longitudinal and transverse floats. The use of power trowels will not be permitted.

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

# 12.7 Curing Concrete

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

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

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

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

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

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

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

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

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

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

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

# ES-13. CONCRETE CURB

# 13.1 General

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

## 13.2 Forms

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

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

## 13.3 Joints

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

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

# 13.4 Construction Requirements

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

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

# 13.5 Finishing

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

## 13.6 Curing

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

## 13.7 Backfilling

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

# 13.8 Payment

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

# ES-14. CONCRETE SIDEWALK

# 14.1 General

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

## 14.2 Gravel Base

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

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

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

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

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

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

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

## 14.3 Construction requirements

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

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

- B. Forms. Side forms shall be rigid and shall bear full length on the compacted gravel base and shall be the full depth of the finished walk. Forms shall be well staked, braced or otherwise rigidly held to true line and grade and shall rest upon stakes driven into the ground at intervals sufficient to provide rigid support. If metal forms are used they shall be of a type satisfactory to the Engineer.
- C. Placing and Finishing Concrete. SLUMP SHALL NOT EXCEED FIVE (5) INCHES. The concrete shall be spread uniformly between the forms and thoroughly consolidated and leveled with an approved strikeboard. Expansion joints of premolded joint material one-half (1/2) inch thick or three-eighths (3/8) inch thick may be constructed through the sidewalk at intervals of twenty (20) feet. Expansion joints may also be located where new sidewalk meets existing concrete, unless otherwise approved by the Engineer. Where applicable, joints in sidewalks and curb shall coincide.

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

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

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

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

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

D. Curing. Curing shall be performed by applying a sealing compound conforming to AASHO M-148 Type I to the surface of the concrete immediately after it has set

sufficiently to permit such application. Curing shall conform to Section ES-12.7, Curing Concrete.

E. Backfill. After removal of the forms, the area behind the sidewalks shall be backfilled and compacted with at least sixteen (16) inches of topsoil level with the sidewalk and curb. Less than 16 inches of topsoil may be approved where new sidewalk is being constructed along older streets. The topsoil shall be raked or otherwise leveled, taking care to break up large dirt clods and remove large stones. All denuded areas shall be fertilized, resown with grass seed and covered with mulch as specified in Sections ES-27, ES-28.

## 14.4 Payment

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

# ES-15. SUPERPAVE HOT MIX ASPHALT

# 15.1 Hot Mix Asphalt

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

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

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

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

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

# 15.2 Rolling and Compaction

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

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

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

## 15.3 Tack Coat

Tack coat shall be applied at all edges where the new asphaltic surface joins the existing pavement and shall be applied in accordance with Section 401, of the latest edition, of the Idaho

Transportation Department Standard Specifications for Highway Construction and amendments thereto.

# 15.4 Payment

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

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

# ES-16 CEMENT CONCRETE PAVEMENT

## 16.1 General

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

## 16.2 Aggregates

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

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

Fine aggregate with more than the maximum percentage passing any sieve may be accepted provided the mix proportions are adjusted to produce concrete having the same net water-cement ratio, slump and workability. Any resulting increase in the cement content shall be at the expense of the Contractor. Under no circumstances shall the fine

aggregate, which has a grading finer than that permitted under Section 703, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction, and amendments thereto, be used in paving concrete.

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

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

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

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

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

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

## 16.3 Curing and Protection

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

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

16.5 Air-Entrained Concrete

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

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

# AIR CONTENT OF FRESHLY MIXED CONCRETE

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

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

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

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

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

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

## 16.6 Reinforcing Steel

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

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

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

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

- B. Wire mesh for concrete reinforcement shall conform to the requirements of the standard specifications of AASHTO M-55, Welded Steel Wire Fabric for Concrete Reinforcement. All wire mesh shall be of an approved kind and quality of manufacture.
- C. Tie bars shall be free from rust, loose mill scale, dirt, grease or other defects affecting the strength or bond with the concrete.

# 16.7 Measurement of Materials

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

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

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

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

# 16.8 Re-tempering

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

# 16.9 Construction of Portland Cement Concrete Pavement

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

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

## 16.10 Payment

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

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

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

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

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

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

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

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

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

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

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

# ES-18. MANHOLES AND CATCH BASINS

## 18.1 General

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

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

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

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

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

- A. Base Sections. Base shall be placed on a well graded dewatered granular bedding course. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and dimensions shall conform to the standard drawings. If the base is cast in place, the concrete shall conform, to the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction Class 30 concrete. Where water is encountered at the site all cast in place bases shall be placed on a one-piece waterproof membrane so as to prevent any movement of water into the fresh concrete.
- B. Joints. All lift holes and all joints between precast elements shall be first filled with an asphaltic fiber material then finished smooth with mortar. The fiber shall be Ramneck brand or approved equal.
- C. Steps. Not required.
- D. Workmanship and Finish. Cones and sections shall be substantially free from fractures, large and deep cracks and surface roughness. In precast sections where loops have been provided in lieu of lift holes, the loops shall be removed flush with the inside wall surface after the manhole or catch basin has been completed. No sharp cut-off protrusions will be permitted. If concrete spalling occurs as a result of loop removal, the spalled area shall be restored in workmanship manner to a uniform smooth surface with mortar.

## 18.3 Rings and Lids

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

## 18.4 Sanitary Sewer Manholes

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

The Contractor may construct a channel through the manhole by either running sewer pipe through the bottom of the manhole, pouring concrete around the pipe and breaking out the upper half of the pipe; or by pouring concrete in the bottom of the manhole and forming a channel through the manhole by hand. B. Basis of Payment. Sanitary sewer manholes will be paid for according to the unit price per each or per vertical foot.

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

- C. Watertightness
  - 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 retested 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

## <u>19.1 Scope</u>

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 AGENCY.

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

- 1. <u>Class A Backfill.</u> 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. <u>Class B Backfill.</u> Use within existing or proposed gravel parking lots not within gravel streets or alleys.
- 3. <u>Class C Backfill.</u> Use in areas where asphalt pavement, concrete, curb, sidewalk, gravel surfacing, landscaping and agricultural use is not anticipated, present or future.
- 4. <u>Class D Backfill. Use in existing gravel streets and alleys, existing gravel roadway</u> <u>shoulders and in areas where asphalt pavement, concrete, curb, and sidewalk is</u> <u>existing or anticipated in the future.</u>
- 5. <u>Class E Backfill</u>. Use in lieu of Class D Backfill in new streets when specifically allowed by the City Engineer.
- 6. <u>Class F Backfill.</u> Use within and immediately adjacent to existing asphalt paved streets, alleys, driveways, and parking lots.

# 19.3 Excavation and Backfill for Fire Hydrants

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

## 19.4 Trench Excavation

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

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

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

## 19.5 Materials

- A. Foundation Stabilization. Materials for foundation stabilization shall be 3/4 inch minus crushed rock with reasonable even gradation from coarse to fine and free from excessive dirt or other foreign material.
- B. Granular Material. Granular backfill shall be 3/4 inch minus crushed basalt conforming to ES-7 CRUSHED ROCK BASE.
- C. Imported Topsoil. Imported topsoil shall possess friability and a high degree of fertility. It shall be free of clods, roots, gravel and other inert material. It shall be free of quack grass, horsetail and other noxious vegetation and seed. Should such regenerative material be present in the soil, it shall be the responsibility of the Contractor to remove all such

growth, both surface and root, which may appear in the planting within one year following acceptance of the job, at his own expense, and in a manner satisfactory to the AGENCY.

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

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

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

- C. Utility Repairs. Any and all underground utility damaged in any way during trench excavation shall be repaired and properly backfilled, by the Contractor, at no cost to the City. The repair shall be as approved by the City NO EXCEPTIONS.
- D. Removal and Replacement of Topsoil. In all cases where trenches cross lawns, garden areas, pasture lands, cultivated fields, or other areas on which reasonable topsoil conditions exist; first remove the topsoil for a depth of 10 inches for the full width of the trench to be excavated. Stockpile this topsoil to one side of the right-of-way and do not mix with the remaining excavated material. Replace the topsoil in the top 10 inches of the backfilled trench. In lieu of stockpiling the top 10 inches of soil, "Imported Topsoil" from borrow pits may be substituted in the top 8 inches. Maintain the finished grade of the topsoil, over the center line of the trench, level with the immediate area bordering the trench, until acceptance of final seeding. Correct all damage to adjacent topsoil caused

by trenching or pipe laying operations by removal of all rock, gravel, clay, and any other foreign materials from the surface and by regrading the additional topsoil as required.

- E. Pavement, Curb and Sidewalk Removal. Cut (full depth) all asphaltic concrete or Portland Cement concrete pavements (regardless of the thickness), and all curbs and sidewalks prior to excavation of the trenches with an approved pavement saw, hydrohammer or other approved pavement cutter. Removal of street surfacing for excavations shall comply with the Specifications and Standard Drawing for Street/Alley Curb Repair. Pavement and concrete materials removed shall be hauled from the site and not used for trench backfill.
- F. Trench Width. Minimum width of trenches in which pipe is to be laid shall be 18 inches greater than the inside diameter of the pipe except by permission of the Engineer.

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

In all cases, confine trench widths to dedicated rights-of-way for public thorough fares 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 AGENCY, 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. <u>Class A Backfill</u>

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 AGENCY. 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 AGENCY.

## 2. <u>Class B Backfill</u>

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 AGENCY. 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 AGENCY.

3. <u>Class C Backfill</u>

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

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

4. <u>Class D Backfill</u>

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 AGENCY. 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 AGENCY.

## 5. <u>Class E Backfill</u>

Class E trench backfill is to be used <u>only</u> where a <u>new</u> 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. <u>Class F Backfill</u>

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. <u>Subsurface Drain Backfill</u>

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

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

Sieve Size	Percent Passing		
3"	100		
2.5"	95 - 100		
3/4"	50 - 80		
1/4"	30 - 60		
No. 8	20 - 50		
No. 30	8-30		
No. 50	3 - 12		
No. 200	0 - 1.2		
* 11			

\* 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 AGENCY. 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 AGENCY.

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

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

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

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

# 19.7 Payment

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

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

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

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

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

## **ES-20. PIPE**

20.1 Storm Sewer Pipe

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

**Mains**, **18-inch to 36-inch**: Solid wall PVC ASTM F 679 or HDPE (High Density Polythylene) 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  $\frac{1}{2}$  corrugations. Round pipe shall be 16 gage minimum; arch pipe shall be 12 gage minimum.

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

## 20.2 Sanitary Sewer Pipe

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

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

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

## 20.3 Perforated Subsurface Drain Pipe

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

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

The pipe shall be wrapped with a filtering sock.

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

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

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

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

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

## 1.Perforated Corrugated Plastic Pipe

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

## 2. Perforated Solid Wall Plastic Pipe

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

## 20.4 Water Pipe & Ductile Iron Fittings

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

# 20.5 Pipe Laying

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

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

Water pipe delivered for construction shall be handled so as to minimize entrance of foreign material. When pipe laying is not in progress as, for example, at the close of a day's work, all

openings in the pipeline shall be closed by water-tight plugs. Joints of all pipe in the trench shall be completed before work is stopped. If water accumulates in the trench, the plugs shall remain in place until the trench is dry.

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

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

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

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

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

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

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

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

C. Caps and Connections. Caps for pipe branches, stubs, or other open ends which are not to be immediately connected shall be made of an approved material and shall be secured in a place with a joint comparable to the main line joint, or stoppers may be of an integrally cast breakout design. Caps of the type recommended by the pipe's manufacturer shall be used.

- D. Imported Pipe Zone Material. Granular material for pipe zone backfill shall be 3/4" minus crushed rock unless otherwise specified. The material shall meet the specifications, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.
- E. Water Main Location and Separation. The location and separation of the water and nonpotable 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	М	echanical Joint	Pusł	1-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 1/2	3	11
16	3-35	13 1/2	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)
  - 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. <u>Thrust Blocking</u>

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.

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

## 20.6 Pipe Testing and T. V. Inspection

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

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

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

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

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

1. <u>Exfiltration Test (Using Air)</u> 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 D2L

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 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. <u>T.V. Inspection</u>

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

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

C. Water Pipe

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

such procedure shall be witnessed by a representative of the City; such operations by the contractor require the City to be notified a minimum of 48 hours in advance. The 48 hour notice is necessary to allow the City crew to notify customers of the water outage. The contractor shall be responsible for coordinating and cooperating with the City Water Department for testing, flushing, and disinfecting activities.

## 20.7 Plugging Existing Pipe

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

## 20.8 Basis of Payment

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

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

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

# ES-21 GATE VALVES AND VALVE BOXES

## 21.1 Scope

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

## 21.2 Materials

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

### 21.3 Workmanship

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

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

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

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

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

Valve boxes shall be clean prior to final project acceptance.

## 21.4 Payment

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

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

# **ES-22. FIRE HYDRANTS**

## 22.1 Scope

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

## 22.2 Materials

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

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

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

## 22.3 Workmanship

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

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

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

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

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

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

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

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

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

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

# ES-23. STORM AND SANITARY CONNECTIONS

## 23.1 Materials

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

## 23.2 Workmanship

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

- G. Conform to applicable portions of Section ES-19 Trench Excavation and Backfill and Section ES-20.2 Sanitary Sewer Pipe.
- H. Backfill the pipe zone with granular pipe zone material, hand-placed simultaneously on both sides of the pipe for the full trench width and hand-tamped with approved tamping bars supplemented by 'walking in' and slicing with a shovel.
- I. Backfill, above the pipe zone, shall conform to applicable portions of Section ES-19 Trench Excavation and Backfill. Do not backfill sewer house connection pipe until inspected and approved by the Engineer.
- J. All denuded areas shall be fertilized, re-sown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.
- K. Install as per the Standard Construction Drawings.
- L. Separation of storm and sanitary sewer service laterals from water mains and water service lines shall conform to the requirements of Idaho Drinking Water Standards.
- 23.3 Basis of Payment
- A. Trench excavation and backfill, required under this item, will be paid for as incidental to the price per linear foot of pipe stated in the Contractor's bid proposal. Payment for that item shall constitute full compensation for all work connected with excavation and backfill.
- B. Sewer house connection pipe, in place, will be paid for on the unit price per linear foot for the appropriate size of pipe stated in the Contractor's bid proposal. Payment for this item shall constitute full compensation for all materials and work required to install the sewer house connection pipe, complete, including trench excavation and backfill. The length of the house connection will be based on the total length of pipe installed, including all fittings, measured along the pipe center line.

# ES-24. STREET / ALLEY CUT REPAIR

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

# ES-25. EROSION AND SEDIMENT CONTROL

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

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

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

# ES-26 STORMWATER RUNOFF CONTROL

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

# ES-27. IMPORTED TOPSOIL

## 27.1 General

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

## 27.2 Payment

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

# ES-28 SEEDING

## 28.1 Seed

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

## 28.2 Application

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

## 28.3 Fertilizer

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

## 28.4 Mulch

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

## 28.5 Seedbed Preparation

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

## 28.6 Payment

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

## **ES-29. TREE TRIMMING**

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

## **ES-30. INSPECTION**

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

A. After storm sewer lines, sanitary sewer lines, perforated drain lines and their structures are in place, but before any backfilling is started.

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

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

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

All discrepancies, indicated by the inspector, shall be corrected by the Contractor and reinspected 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 AGENCY 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 AGENCY 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

# SUPPLEMENTARY TECHNICAL SPECIFICATIONS

6<sup>th</sup> St. & JACKSON St. BROWNFIELDS REMEDIATION PROJECT Moscow, Idaho

**Owner:** 

Moscow Urban Renewal Agency 206 E. Third Street Moscow, ID 83843 (208)883-7011

Engineer:



TerraGraphics Environmental Engineering, Inc.

108 W. Idaho Avenue

Kellogg, ID 83837

Phone: (208) 786-1206



September 2015

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# **Table of Contents**

Section 1001 – Earthwork Section 1002 – Dewatering

Section 1003 – Removal of Obstructions

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## Section 1001 – Earthwork

### PART 1 GENERAL

- 1.1 RELATED DOCUMENTS
  - A. Drawings and general provisions of the Contract, including General Conditions and related specification sections, apply to this Section.
  - B. This specification is in addition to the City of Moscow Specification ES-5, Earthwork.
- 1.2 SUMMARY
  - A. This specification outlines requirements for earthwork includes the following:
    - i. Environmental remediation work consists of the removal and disposal of approximately 2,400 cubic yards of soil.
    - ii. Backfill of excavated areas with structural fill, compacted to the requirements in this specification.

### 1.3 DEFINITIONS

- A. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated or as otherwise directed by the Owner's Environmental Engineer (Engineer).
  - i. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by the Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  - ii. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- B. Rock: Intact, massive rock in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested according to ASTM D 1586. (It is not expected that Rock will be encountered in normal excavations completed as part of this project).
- C. Structural Fill: Earth material placed and compacted for backfilling excavations, which meets the requirements in Table 1 in this specification.
- D. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- E. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill.
- F. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

### 1.4 SUBMITTALS

- A. General: Submit the following according to the Conditions of the Contract and related Specification Sections.
  - i. Excavation plan: Describe/illustrate excavation operations including:

- 1. Site fencing and safety barricade alignment to protect the public and on-site workers.
- 2. Protection for existing structures, utilities and site features.
- 3. Temporary excavation slope configurations referencing applicable excavation safety regulations and the provisions in this specification.
- Plan for collecting and removing water which enters site excavations. Note that water entering excavations may be contaminated, and require evaluation by the Engineer prior to disposal.
- 5. Plan for backfilling operations including material and equipment to be used and methods of compaction.
- 6. Erosion control plan.
- ii. Stormwater pollution prevention plan: As required by the Environmental Protection Agency and City of Moscow codes.
- iii. Grading permit as required by the City of Moscow.
- iv. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earthwork operations. Submit before earthwork begins.
- B. Product data for the following:
  - i. Geotextile fabric.
- C. Test Reports: For imported material proposed for use by the Contractor, submit the following at least 1 week prior to initiating backfilling:
  - i. Laboratory analysis of each earth material proposed for fill and backfill from onsite and borrow sources. Laboratory testing for each proposed earth material must include:
    - 1. 1 gradation analysis (ASTM D422 or C136).
    - 1 optimum moisture-maximum density curve Modified Proctor (ASTM D 1557).

#### 1.5 QUALITY ASSURANCE

- A. Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.
- B. Erosion Control: Contractor shall be responsible for temporary protection from erosion. Erosion control can consist of surface water barriers constructed of silt fence or straw bales, ditches or other drainage systems to remove surface water from areas of high erodibility, or straw mulch or woven mesh placed on the surface to decrease surface sediment transport. Install sediment collection features in nearby storm drain inlets to prevent sediment laden water from entering storm drains.
- C. Special Inspection and Testing: The Engineer will engage geotechnical testing and inspection services (Testing Agency) during earthwork operations to measure the adequacy of backfill placement and compaction.
  - i. The Contractor is responsible for the quality of work and for complying with the specifications. The testing frequency will be determined by the Testing Agency

based on the field conditions and obtaining satisfactory results during compaction tests. Contractor shall be responsible to coordinate testing and inspection requirements with the Testing Agency 24 hours in advance of testing needs. Contractor must provide safe access to all test areas.

- ii. Any additional testing required due to failing field density tests, or for additional inspection services required due to insufficient advance notice of cancellations or scheduling shall be at the Contractor's expense. In addition, testing related to backfilling of unauthorized excavations shall be at the Contractor's expense.
- D. Layout: Contractor shall be responsible for establishing all line, grade, and location stakes. This work shall be done by a registered civil engineer or a licensed land surveyor.
  - i. When work requiring control is being performed, a qualified engineer, surveyor, or technical specialist must be on the job site at all times.
  - ii. Preserve all markers and monuments and, if displaced, immediately replace at no additional cost to the Owner.

### 1.6 PROJECT CONDITIONS

- A. Erosion Control: Prepare an erosion control plan acceptable to City of Moscow and the Idaho Department of Environmental Quality (DEQ). Obtain permit for same, as required by Authorities Having Jurisdiction. Provide bale dikes, silt fences, geotextile materials and other erosion control measures necessitated by this Contractor's own means and methods.
- B. Air Quality: Implement dust control measures as required by State Regulations IDAPA 58.01.01.651.
- C. Site Survey: Contractor shall determine before commencing work the exact locations of all existing features which may be disrupted by construction activities. Contractor shall be fully responsible for any and all damages which might be caused by Contractor's failure to locate and/or preserve existing site features.
- D. De-Watering: Contractor shall be responsible for designing and installing dewatering system should it be needed to complete the work. De-watering, if required, shall be accomplished by the Contractor at no additional cost to the Owner. Design shall contemplate the collection and disposal of collected groundwater, which may be contaminated.
- E. Existing Utilities: No utilities are known to exist in the project area. The Contractor shall verify the absence of utilities by conducting a One Call utility locate within 2 business days of the start of construction. The Contractor shall proceed with caution and determine for himself that utilities do not exist.
  - i. Monitoring wells that exist within the excavation limits shall be removed.
  - ii. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions.
  - iii. Cooperate with Owners and with public and private companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner, at no cost to Owner.
- F. Protection of Persons and Property:
  - i. Barricade open excavations occurring as part of this work and post with warning signs, fencing and other safety precautions deemed necessary by the City.

Operate warning signs as recommended by the City. Provide side slopes on excavations as required for safety and stability of soil.

- ii. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout and other hazards created by excavation and other construction operations.
- iii. Heavy construction equipment, building materials, excavated soil, and vehicular traffic shall not be allowed within 1/3 the slope height from the top of any excavation.

## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. General: Material excavated from the site associated with environmental remediation will be removed from the site as directed by the Engineer. Backfilling excavations will require importing material.
- B. Imported Fill Material: All fill placed for backfilling excavations shall be placed as structural fill. Structural fill criteria are presented in Table 1 below.

Soil Fill Product	Allowable Use	Material Specifications
Granular Structural Fill (i.e. shotrock)	Backfilling excavations to at least 3 feet above the excavation subgrade.	<ul> <li>Coarse gravel, sand, and silt mixtures meeting requirements stated in Section 205.02B – Granular Borrow in the Idaho Transportation Department (ITD) Standard Specifications for Highway Construction (Standards).</li> <li>May not contain particles larger than 8 inches in maximum diameter.</li> </ul>
General Structural Fill	Backfilling excavations up to 3 feet below the finished ground surface.	<ul> <li>Soil classified as GP, GM, GW, GC, SP, SM, SW, CL, or ML according to the USCS.</li> <li>Soil may not contain particles larger than 8 inches in diameter.</li> <li>Soil must contain less than 3 percent (by weight) of organics, vegetation, wood, metal, plastic, or other deleterious substances.</li> <li>Site soil meets these requirements but may require some processing.</li> </ul>
Crushed Surfacing (i.e. crushed aggregate)	Backfilling excavations within 3 feet of the finished ground surface	<ul> <li>Soil meeting requirements stated in Section 703.04 – Aggregate for Untreated Base, Treated Base, and Road Mix in the ITD Standards.</li> <li>Includes base and top course</li> </ul>
Unsatisfactory Soil	NONE	<ul> <li>Soil classified as CL, ML, SM, SC, SP, MH, OH, CH, OL, or PT may not be used at the project site.</li> <li>Any soil containing more than 3 percent (by weight) of organics, vegetation, wood, metal, plastic or other deleterious substances.</li> </ul>

### **Table 1: Structural Fill Criteria**

### 2.2 CONTROLLED LOW-STRENGTH MATERIAL

- A. Controlled Low-Strength Material: May be used as backfill at Contractor's election, with Owner's approval. Must comprise self-compacting, flowable concrete material as follows:
  - i. Portland Cement: ASTM C 150, Type I.
  - ii. Fly Ash: ASTM C 618, Class C or F.

- iii. Normal-Weight Aggregate: ASTM C 33, 3/8-inch (10-mm) nominal maximum aggregate size.
- iv. Foaming Agent: ASTM C 869.
- v. Water: ASTM C 94/C 94M.
- vi. Air-Entraining Admixture: ASTM C 260.
- B. Produce controlled low-strength material with the following physical properties:
  - i. As-Cast Unit Weight: Greater than 75 pounds per cubic foot (pcf) at point of placement, when tested according to ASTM C 138/C 138M.
  - ii. Compressive Strength: 140 pounds per square inch (psi) when tested according to ASTM C 495.

### 2.3 ACCESSORIES

- A. Geotextile Fabric: Required where granular structural fill will be placed immediately over or adjacent to existing site soil. Must comprise non-woven pervious geotextile fabric of polypropylene, nylon, or polyester fibers, or a combination.
  - i. Provide geotextile fabrics that meet or exceed the requirements for Type II subgrade separation fabrics in Section 718.07 in the latest ITD Standards listed minimum physical properties determined according to ASTM D 4759 and the referenced standard test method in parentheses.
    - 1. Grab Tensile Strength (ASTM D 4632): 270 lb or greater.
    - 2. Apparent Opening Size (ASTM D 4751): Max. #70 U.S. standard sieve.
    - 3. Permittivity (ASTM D 4491): 0.02 sec<sup>-1</sup>.

### PART 3 EXECUTION

- 3.1 PREPARATION
  - A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
  - B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, deleterious materials, standing water, and uncontrolled fill from ground surface prior to backfill placement. Subgrades to receive structural fill shall be prepared neat with a smooth blade, free of loose soil, debris and standing water.
  - C. Existing site soils are extremely moisture sensitive. Protect subgrades and soil from becoming disturbed or saturated and against freezing temperatures or frost. Provide protective insulating materials as necessary. Subgrades that are disturbed, saturated, damaged due to excessive traffic, or become frozen are the responsibility of the Contractor to remedy. Wet soil <u>are not</u> considered unsatisfactory unless the Owner's Testing Agency determines that the condition was not due to negligence of the Contractor (i.e. The Contractor did not take proper steps to protect the soil from moisture and traffic) and the Contractor takes adequate measures to attempt moisture conditioning during dry weather.

- D. Protect and maintain erosion and sedimentation controls during earthwork operations.
- E. Provide protective insulating materials to protect subgrades soil against freezing temperatures or frost.
- F. Provide erosion control measures to prevent erosion or displacement of soil and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways. Meet requirements of City of Moscow and the Idaho Department of Environmental Quality (DEQ). See Section 1.6, PROJECT CONDITIONS of this Specification.

### 3.2 EXCAVATION

- A. General
  - i. The site soil is extremely susceptible to disturbance and disturbance by construction activity and equipment will negatively impact the soil's performance.
  - ii. The Contractor is responsible for maintaining prepared subgrades in an undisturbed condition. Do not allow equipment traffic on prepared subgrades (native soil or structural fill). If, subgrades are determined to be unacceptable due to disturbance by any of the contractors or any of their forces, the Contractor shall remove the disturbed soil as directed by the Owner's Testing Agency and replace it with Structural fill at no additional cost to the Owner.
- B. Remove soil to grades and elevations indicated on the plans, and as directed by the Engineer. Perform excavation of site soil in the presence of the Engineer. Continue excavation beyond required subgrades if the Engineer determines that unsuitable material has not yet been removed, or stop excavation when the Engineer determines that all unsuitable material has been removed. Excavated material will be removed from the site as directed by the Engineer.
- C. Explosives: Do not use explosives.
  - i. Rock excavation (if any is encountered) will be paid by change order on a time and materials basis.
- D. Excavation Stability
  - i. Excavations may cave and slough and must be sloped back in accordance with OSHA guidelines.
  - ii. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

### 3.3 DEWATERING

- A. Prevent surface water and groundwater from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - i. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
  - ii. Install a dewatering system to keep subgrades free of standing water and convey groundwater away from excavations. Dewatering systems may include sumps and pumps, or another system proposed by the Contractor and approved by the Engineer. Maintain until dewatering is no longer required.

#### 3.4 SUBGRADE APPROVAL

- A. Notify the Engineer when excavations have reached required subgrade.
- B. When the Engineer determines that unforeseen unsatisfactory soil is present, continue excavation, and replace with compacted structural fill material as directed.
  - i. Unforeseen additional excavation and replacement structural fill will be paid according to the Contract provisions for changes in Work.
- C. When the Engineer determines excavation has removed soil as required for environmental remediation and unsatisfactory soil has been removed, Contractor shall survey, or otherwise accurately measure the volume of soil removed, and required for backfilling. This volume shall be the basis of payment.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities (via removal of disturbed material and replacing with structural fill), as directed by the Engineer, and per the provisions in this specification.

### 3.5 BACKFILL

- A. Backfill excavations promptly, but not before completing the following:
  - i. Receiving acceptance of excavation limits for environmental remediation work by the Engineer.
  - ii. Removal of loose soil, debris, standing water and other deleterious material from excavation.
- B. Preparation: Remove debris and unsatisfactory soil, standing water, obstructions, and deleterious materials from ground surface prior to placing backfill.
- C. All fill placed shall be placed as structural fill.
  - i. Bench or key sloped surfaces steeper than 1 vertical to 4 horizontal (1V:4H) so fill material will bond with existing surface and reduce differential settlement potential. Benching criteria are illustrated in Figure 1 below.



D. Place structural fill in maximum 12 inch lifts to required subgrade elevations. Compact each lift as described in Table 2 below.

### 3.6 COMPACTION

A. Structural fill placed as backfill must be compacted to structural fill requirements presented in Table 2 below:

Project Area	Required Fill Product	Compaction Requirement
All fill for backfilling excavations	Granular Structural Fill, General Structural Fill, or Crushed Surfacing	95%

#### Table 2: Compaction Criteria

Notes: <sup>1</sup>Relative compaction requirement compared to the maximum dry density of the soil as determined by ASTM D 1557 (Modified Proctor).

- B. Place fill evenly to required subgrade elevations. Never place fill over frozen, saturated, or soft subgrades.
- C. Structural fill products must be moisture conditioned to near optimum moisture content and placed in maximum 12-inch thick loose lifts. This lift thickness requires compaction equipment weighing at least 5 tons. If smaller or lighter compaction equipment is used, reduce the lift thickness to meet the compaction requirements herein.
- D. Coarse Soil:
  - i. Any material with greater than 30 percent retained above the <sup>3</sup>/<sub>4</sub>-inch sieve is too coarse for Proctor density testing, but may be used as granular structural fill (Material 2 from Table G2.2). Coarse fill may be reused as granular structural fill but must be compacted using a "method specification" developed during construction that is based on the material characteristics and the contractor's means and methods.
  - ii. A method specification exists in Section 205.03E in the latest ITD Standards edition. However, specific method specifications may be developed during

construction, specific to the materials, compaction equipment, and conditions encountered.

- iii. At a minimum, place all oversize material in maximum 18-inch lifts and compact with 5 complete passes of a 10-ton, vibratory or grid roller.
- iv. Vibratory rollers must have a dynamic force of at least 30,000 pounds per impact per vibration and at least 1,000 vibrations per minute. Coarse fill must be compacted to a dense, interlocking, and unyielding surface.

### 3.7 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to lines, and elevations indicated on the plans.
  - i. Provide a smooth transition between existing adjacent grades and new grades.
  - ii. Remove soft spots, fill low spots, and trim high spots to conform to the lines and grades shown on the plans.

### 3.8 FIELD QUALITY CONTROL

- A. Testing Agency Services: Allow Owner's Testing Agency to inspect and test each subgrade and each fill or backfill layer. Notify Owner's Testing Agency no less than 24 hours prior to required inspection and testing. Do not proceed until test results for previously completed work verify compliance with requirements.
- B. When the Owner's Testing Agency reports that subgrades, fills, or backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depth required, recompact and retest until required density is obtained.

### 3.9 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from water, traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions.
  - i. Scarify or remove and replace material to depth directed by the Engineer and/or the Owner's Testing Agency; reshape and recompact at optimum moisture content to the required density.
- C. Settling: Where settling occurs during the Project correction period, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing.
  - i. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

### 3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove trash, debris, demolished construction materials, large boulders, excess soil and legally dispose of it off the Owner's property.

## PART 4 MEASUREMENT AND PAYMENT

### 4.1 MEASUREMENT AND PAYMENT

Measurement and payment for excavation shall be made as described in City of Moscow Specification ES-5.

The accepted quantities of general structural fill shall be paid for by cubic yard price.

The accepted quantities of crushed aggregate structural backfill and granular structural backfill shall be paid for by the ton.

END OF SECTION

### Section 1002 – Dewatering

### PART 1 GENERAL

### 1.1 SUMMARY

This specification outlines the requirements for dewatering the excavation site during construction in the event it becomes necessary. If groundwater is encountered during excavation, the Contractor shall cease excavation immediately and contact the Engineer.

### 1.2 REFERENCE

A. Idaho Water Quality Standards.

### 1.3 SUBMITTALS

A. Submit to the Engineer a dewatering plan including a statement of the method, installation and details of the dewatering system proposed.

### PART 2 MATERIALS

NOT USED

### PART 3 WORKMANSHIP

- 3.1 PREPARATION
  - A. Furnish, install and operate all necessary machinery, appliances and equipment to maintain all excavations free from water during construction.

### 3.2 CONSTRUCTION REQUIREMENTS

- A. Dewater and dispose of water in accordance with applicable ordinances, State water quality standards, and agreements and in such a manner that it does not cause injury to public or private property, or to cause a nuisance or a menace to the general public. Water will not be discharged to offsite drainage facilities without prior written approval from operator of the facility.
- B. Comply with Idaho Water Quality Standards, latest edition, for discharge of water to surface water.
- C. Draw static water level to at least 1 foot below the bottom of the excavation prior to excavation to maintain the undisturbed state of the foundation soils and allow placement of bedding material and backfill to the required density.
- D. Remove any soil loosened or disturbed by the excavation operations from the bottom of the excavation before placement of fill or backfill.
- E. Prevent softening of the bottom of excavations and the formation of "quick" conditions or "boils" during excavation.
- F. Additional cost for excavation stabilization, due to inadequate dewatering system, will be incidental to the work.
- G. Control surface runoff to prevent entry or collection of water in excavations.

H. Install and operate the dewatering system so that adjacent structures or property are not endangered by the reduction in the groundwater level.

### 3.3 TERMINATION

A. Allow groundwater to return to static level to maintain the undisturbed state of the natural foundation soils. Prevent disturbance of the compacted backfill and prevent flotation or movement of structures or other work.

### 3.4 TESTING

- A. At least once per day during dewatering activities, monitor wastewater from dewatering operations for changes in visual or odor components indicating the presence of contaminants including, but not limited to, gasoline and pesticides and other hazardous materials and toxins.
- B. Cease dewatering operations and notify Engineer and regulatory agencies immediately upon encountering contaminants in water.
- C. Maintain explosive atmosphere-detection device on-site. Measure atmosphere explosivity continuously at mid-height of excavation.

## PART 4 MEASUREMENT AND PAYMENT

4.1 Dewatering shall be paid by the lump sum and shall include all labor, materials, and equipment required to dewater construction areas.

END OF SECTION
#### Section 1003 – Removal of Obstructions

#### PART 1 GENERAL

- 1.1 SECTION INCLUDES
  - A. Removal of Obstructions
    - 1. Removal of existing tunnel, groundwater monitoring wells, and any other structures designated for removal on the Plans or by the Owner.

#### 1.3 REGULATORY REQUIREMENTS

- A. Conform to applicable code for disposal of debris.
- B. Coordinate clearing work with utility companies.

#### PART 2 MATERIALS

NOT USED

#### PART 3 WORKMANSHIP

- 3.1 REMOVAL AND DISPOSAL
  - A. Protection.
    - 1. Locate and protect all above ground and belowground utilities or relocate as directed by the Contract.
    - 2. Protect benchmarks and survey monuments from damage and displacement.
    - 3. Protect adjacent private and public land and crops in adjacent fields from damage.
    - 4. Protect existing roads, railroad and irrigation canals from damage.
    - 5. Retain, protect and water any desirable trees or vegetation on or adjacent to the site using the following procedures.
      - a. Existing trees not designated for removal should be protected <u>before</u> site demolition begins.
        - 1. Protection should consist of a highly visible, barrier to be placed at or outside the drip line of the tree(s).
        - 2. Unless approved by the Engineer, no equipment, vehicles, building materials, chemicals, stockpiles or debris shall be placed inside the protection barriers.
      - b. Unless otherwise approved by the Engineer, disruption of the irrigation facilities serving trees will not be allowed.
      - c. Before the Contractor leaves the site, all existing trees which

have been significantly damaged due to construction activities shall be replaced or repaired by a certified arborist at the expense of the Contractor.

- d. Paint cut and scarred retained trees or shrubs with an asphaltum base paint prepared especially for tree surgery.
- e. No changes in grade should be made within the protection area around trees.
- f. Should excavation damage or break roots greater than 1 inch in diameter, make a clean saw cut through the undamaged portion of the root behind the break perpendicular to the root.
- g. If required by the property Owner or Engineer, hire an approved tree service to trim trees, prior to beginning excavation.
- 6. The Contractor is responsible for damage resulting from construction operations.
- 7. Take reasonable care to avoid damage by construction operations to streams and lakes adjacent to the construction area.
- 8. Preserve and protect all vegetation and ground cover not within the construction area, including areas not requiring grading, as directed.
- B. Removal and Disposal
  - 1. Complete the Removal of Obstructions to the limit shown on the Plans and Specifications or as directed by the Engineer.
  - 2. Existing wells to be removed shall be abandoned in accordance with requirements in the Idaho Administrative Procedure Act (IDAPA) Section 37.03.09, Well Construction Standards Rules.
  - 3. Unless otherwise specified, all removed material shall become the responsibility and property of the Contractor.
  - Dispose of unusable material outside the construction limits in an approved location in accordance with all local, state and federal regulations.
  - 5. Dispose unusable material in such a manner that no unsightly appearance will result.
  - 6. Copies of the disposal agreements with property owners are to be furnished to the Owner upon request.
- C. Preparations After Removal
  - 1. Fill basements or cavities left by structure removal to the level or the surrounding ground and, if within the prism of the construction, compacted as described in the Plans and Special Provisions or as directed by the Engineer.

#### PART 4 MEASUREMENT AND PAYMENT

4.1 Payment for removal of obstructions shall be by the lump sum and includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the Bid Schedule.

END OF SECTION

### APPENDIX I FEDERAL REQUIREMENTS

#### Federally Funded Grant Project U.S. Environmental Protection Agency Cooperative Agreement – Grant No. 00J81501 Brownfields Cleanup – 6<sup>th</sup> and Jackson Property, Moscow, Idaho

#### **Applicability to EPA Programs**

The U.S. Environmental Protection Agency's (EPA) Office of Civil Rights (OCR) mission includes responsibility for enforcing several Federal civil rights laws that together prohibit discrimination on the bases of race, color, national origin (including limited-English proficiency), disability, sex and age, in programs or activities that receive federal financial assistance (FFA) from EPA.

The Moscow Urban Renewal Agency (MURA) as an EPA Grantee, receiving FFA, and those entities the MURA engages to assistant with grant funded projects are subject several regulations. The MURA has received an EPA Brownfields Cleanup Grant for the property known as the "6<sup>th</sup> and Jackson" in Moscow, Idaho, which is a site contaminated with hazardous substances.

All construction, alteration and repair activity involving the remediation of hazardous substances, including excavation and removal of hazardous substances, construction of caps, barriers, structures which house treatment equipment, and abatement of contaminated buildings, is subject to the Davis-Bacon Act. EPA, under regulations 29 CFR 5.5 must ensure that its grant recipients and sub-recipients otherwise subject to Davis-Bacon provisions comply with the following:

#### **Applicable Law**

- A. <u>External Compliance Program</u>: EPA's OCR Program is responsible for enforcing several civil rights laws which, together, prohibit discrimination on the basis of: race, color, or national origin (including on the basis of limited-English proficiency); sex; disability; and age by applicants for and recipients of FFA from EPA. These Civil Rights laws include but are not limited to Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. The External Compliance Program is also responsible for enforcing Section 13 of the Federal Water Pollution Control Act Amendments of 1972 which prohibits discrimination based on sex under programs or activities receiving financial assistance under the Clean Water Act.
- B. <u>Davis-Bacon Act</u>: The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (which are determined by the USDOL) to all workers. The law applies to construction, alterations or repair contracts in excess of \$2,000. Construction includes alterations and/or repair, including painting and decorating, of public buildings, public works, and projects on publicly owned land. Those Davis-Bacon provisions contained in EPA assisted construction programs are known as "Related Acts" and will also be referred to as DBRA.

- C. <u>Copeland "Anti-Kickback" Act</u>: The Copeland Act requires employers to pay employees at least once a week, without any deductions or rebates except permissible deductions. The Copeland Act also requires every contractor and subcontractor maintain payroll records and to submit weekly certified payroll reports (CPRs). The Act applies to all contracts covered by DBRA. Violation of this Act is a criminal offense.
- D. <u>Contract Work Hours and Safety Standards Act (CWHSSA)</u>: CWHSSA (contracts over \$100,000) requires workers to receive overtime (O/T) compensation at time and one-half pay for overtime hours (over 40 hours in any workweek) plus full fringe worked on the covered project [(1 and ½ x base pay) + fringe = O/T compensation]. CWHSSA violations render the contractor liable to the underpaid worker for wage restitution and the United States for liquidated damages penalty (\$10/calendar day per violation).
- E. <u>Fair Labor Standards Act (FLSA)</u>: The FLSA contains federal minimum wage rates and overtime requirements. These requirements generally apply to any labor performed and may be pre-empted by other federal standards such as the DBRA prevailing wage requirements and CWHSSA overtime provisions. Only the USDOL has the authority to administer and enforce FLSA. EPA will refer to the USDOL any possible FLSA violations that are found on EPA projects.

#### **Responsibility of Prime Contractor**

The prime contractor is responsible for the full compliance of all employers (contractors, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the relationship between a prime contractor and his/her subcontractors, questions to, or from, or about subcontractors should always be channeled through the prime contractor and/or the Grant Administrator.

#### **Implementation of Federal Labor Standards**

A. <u>Apprentices</u>: The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training programs, including Step-Up apprenticeship programs designed for Davis-Bacon construction work. Approved programs are those which have been registered with the U.S. Department of Labor (USDOL), Bureau of Apprenticeship and Training (BAT) or with a BAT-recognized State Apprenticeship Agency (SAC).

Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program plus the full fringe amount.

- 1. "Probationary apprentice" can be paid as an apprentice if the BAT has certified that the person is eligible for probationary employment as an apprentice.
- 2. The allowable ratio of apprentices and trainees to journeymen in any classification shall not be greater than the ratio permitted under the registered program. Apprentices or trainees employed at the job site in excess of the allowable ratio on a day to day basis shall be paid the wage rate contained in the wage decision for the classification of work actually performed.

- 3. Any worker listed on a payroll as an apprentice or trainee wage rate, who is not registered with or in a program approved by USDOL/BAT, shall be paid the Davis-Bacon wage rate for the classification of work actually performed.
- 4. The contractor or subcontractor will be required to furnish to the labor standards compliance person written evidence of the registration of his/her employees in a USDOL approved program.
- B. <u>Truck Drivers</u>: Truck drivers employed by a construction contractor or construction subcontractor are not covered by the prevailing wage requirements of the Davis-Bacon Act while engaged in transporting materials or supplies to or from (but not directly on) the site of the work. Davis-Bacon would apply to them only for their time employed "directly upon the site of the work." Davis-Bacon Act coverage will apply to truck drivers while hauling between the project site and any special facilities established exclusively for the project (29 CFR 5.2 (7)(2)).
- C. <u>Working Subcontractors/Owner Operators:</u> A working subcontractor/owner operator is a contractor who owns the business and performs the work himself and has no employees. Where there is any doubt as to the bona fide nature of a self-employed subcontractor who has no other employees, the following must be checked:
  - 1. Does the subcontractor have a registered trade name and is there a telephone listing under that name?
  - 2. Does the subcontractor have a license?
  - 3. Does the subcontractor have liability insurance, a subcontractor's bond or worker's compensation coverage?
  - 4. Does the subcontractor have a federal tax identification number?
  - 5. The working subcontractor/owner operator must be paid the Davis-Bacon wage rate for the classification in which he works.
  - 6. Report working subcontractor/owner operator on the certified payroll of whoever hired them. If they are the prime contractor, the grantee is responsible for signing and submitting the payrolls.
  - 7. Provide their name and employee identification number.
  - 8. State their classification of work (i.e., finish carpenter).
  - 9. Indicate daily hours of work by date and the total hours per week.
  - 10. Show the hourly rate of pay, with the gross amount earned in the week.
  - 11. Enter "self-employed" and the subcontractor's contracting license number where the payroll asks for "deductions."

# Note: Contractors working on the project with their employees shall be listed on the payroll. They must list their name, work classification including "owner" and the daily and total hours worked. They do not need to list their rate of pay or amount earned.

- D. <u>Relatives:</u> There are no exceptions made in the enforcement of DBRA on the basis of family relationship for relatives who are performing the work of laborers or mechanics. They must be paid the prevailing wage rate for the classification of work performed and be included on the certified payrolls.
- E. <u>Certified Payroll Reports (CPRs)</u>: Each contractor, subcontractor, and lower-tier subcontractor, shall submit (through the prime contractor) to the Grant Administrator, Certified Payroll Reports for each

work week from the time work is started on the project until it is completed. Payrolls shall be numbered sequentially and the last payroll marked "final." If work is not performed on the project during a given work week, a payroll does not need to be submitted if the contractor numbers his payrolls sequentially and notifies the Grant Administrator he will not be working on the project for a specified period of time. Otherwise, the contractor should submit a "No Work" payroll when there is a temporary break in work on the project. Contractors are required to pay workers every week. They cannot put two weeks of work on one payroll. **Payrolls shall be completed and submitted no later than seven (7) workdays following completion of the workweek.** 

The prime contractor is responsible for full compliance with regard to his own workforce and with regard to the compliance of every subcontractor. For this reason, all CPRs and any related records are submitted to the Grant Administrator through the prime contractor. Payrolls and related records shall be maintained during the course of the construction work and preserved by the contractor and the subcontractor for at least three (3) years and the grantee shall preserve the records for at least four (4) years following the closeout of the project and then may be destroyed unless an investigation, disputed compliance action or appeal remains outstanding.

- F. <u>Certified Payroll Reports Format (Form WH-347)</u>: CPR information may be submitted in any form, provided that the Grant Administrator can reasonably interpret the information to monitor employer compliance with the labor standards and all required information is included on the form. Contractors are encouraged to use USDOL Payroll Form WH-347. The weekly payrolls are called certified because each payroll is signed and contains language certifying the information reported on the payroll is true. The payroll certification language is on the reverse side of the WH-347. If the contractor uses another type of payroll format he may attach the certification from the back of the WH-347. Even though a contractor may use an appropriate payroll form of his own choice, he must report all required items of information and submit a copy of the weekly statement of compliance. Statement of Compliance or a form containing the identical wording contained in Form WH-347. Only one Statement of Compliance is required for each weekly payroll no matter how many pages are needed to report the employee data.
- G. <u>Inspection of Records and On-Site Interviews:</u> Each contractor shall make the required records (CPRs and related documents) available for inspection, copying or transcription by authorized representatives of the City of Moscow, EPA or USDOL. In addition, each employer shall permit authorized representatives to interview employees during working hours on the job site.

Failure by any contractor to submit the required records or to make them available, or to permit onsite employee interviews may, after written notice to the contractor, cause a suspension of any further payment, advance or guarantee of funds. In addition, failure to submit the records on request or to make them available may be grounds for debarment action.

H. <u>Proper Designation of Trade</u>: The classification of each employee must be selected from the wage decision or an approved Additional Classification based on the actual type of work performed. Each worker must be paid no less than the wage rate on the wage decision for that classification regardless of his or her level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters, even if they are not considered by the contractor to be fully trained as a Carpenter. The only people who can be paid less

than the rate for their craft are apprentices registered with the USDOL, Bureau of Apprenticeship and Training.

I. <u>Additional Classifications</u>: Prior to the start of construction the prime contractor, subcontractors, and the Grant Administrator should review the wage decision to determine if all work classifications needed for the job are listed on the wage decision. If it is found that a wage decision does not contain some of the classifications needed for the construction project, the EPA should be notified. If there is not a suitable classification on the existing wage decision, then an additional classification will be conformed to the wage decision. The Additional Classification Request form shall be completed by the Grant Administrator and sent along with a copy of the project wage decision to EPA and USDOL. The rate of pay for the additional classification cannot be lower than the lowest journeyman on the wage decision (truck driver and power equipment operator rates are not used to determine the lowest journeyman rate).

#### **Compliance Monitoring and Enforcement**

There are several important aspects of an effective labor standards compliance program. Preventive measures which can be undertaken prior to the start of construction reduce the commission of violations after construction begins. However, misunderstandings can still occur. Monitoring identifies possible misunderstandings on the part of the employers, discrepancies in the record, and violations. The two key aspects of routine monitoring include regular reviews of project CPRs and on-site interviews with laborers and mechanics employed on the project. This routine monitoring is performed by the Grant Administrator to ensure the compliance of all contractors with the applicable labor standards provisions. Written monitoring reports to the prime contractor advise the contractor of any additional submissions which may be required to correct discrepancies or to complete the record. Contractors shall be permitted thirty (30) days to provide missing documentation, and correct any discrepancies or violations, including any underpayments of wages.

#### Weekly Payroll Reviews

The Grant Administrator will insist upon prompt submission of all payrolls no later than seven (7) work days following completion of the workweek. The Grant Administrator shall withhold funds from the contractor if excessively delinquent in the submission of payrolls. The payrolls shall be examined upon receipt so any necessary corrective action may be initiated before the problem multiplies, and may be accomplished while the workers are still available. Special attention should be given to each project by the Grant Administrator during the early stages of construction to determine whether the prime contractor is meeting his responsibilities regarding payrolls. Spot-checking of payrolls is permissible after the initial review of four to five weeks of payrolls indicates no significant problems. Initial CPR review parameters and corrective actions required of the contractor shall include the following aspects:

A. <u>Payroll Format:</u> Contractors are urged to use Payroll Form WH-347 which accounts for all required information and includes the "Statement of Compliance" (the certified part of the payroll) on its reverse side. Employers may utilize any other appropriate payroll form provided that it contains all of the required information and is accompanied by a statement containing the identical wording on the form WH-347.

<u>Corrections:</u> Employers who fail to submit an appropriate payroll format or Statement of Compliance shall resubmit the payroll for each such week on an appropriate form. If information is missing, the contractor shall be asked to submit a corrected or supplemental Certified Payroll Report. In no case shall a Certified Payroll Report be returned to the contractor.

B. <u>Name and Employee Identification Number</u>. Each employee's name and identification number shall be reported on the first payroll in which the employee appears.

<u>Corrections</u>: Contractors shall be required to submit a supplemental Certified Payroll Report or other written documentation reflecting any missing information.

C. <u>Classification and Wage Rate</u>. The work classifications and wage rates reported on the Certified Payroll Reports shall be compared with the corresponding items on the wage decision or approved additional classification to ascertain whether the classifications are consistent with those listed on the wage decision and the wage rates reported are at least equal to the rates required by the wage decision or additional classification.

<u>Corrections</u>: If the Certified Payroll Report does not show a classification from the wage decision or approved additional classification, the contractor shall be required to reclassify employees in accordance with the wage decision or may request an additional classification and wage rate. If underpayments have occurred, the contractor shall be required to make restitution.

- D. <u>Foreman</u>. If a foreman is listed on the payroll with no other classification, it must be determined if he is a <u>working foreman</u> on a project. A <u>project foreman</u> is distinguished from a <u>working foreman</u>.
  - 1. <u>Project Foreman</u>: This job is supervisory in nature. He can spend up to twenty (20) percent of his time performing mechanic or laborer duties and will be exempt from Davis-Bacon wages. He does not need to be listed on the payroll.
  - 2. <u>Working Foreman</u>: This job is one that devotes more than twenty (20) percent of the time during a workweek to mechanic or laborer duties. This foreman must be paid the Davis-Bacon rate for all the hours worked. The classification would be the one that he performs the mechanic or laborer duties in.

<u>Corrections</u>: If it is determined that the foreman is a "working foreman," then amended Certified Payroll Reports must be submitted showing the correct classification and restitution, if necessary, shall be documented.

E. <u>Split classification(s)</u>. This term refers to employees performing work in more than one classification during the same workweek. The employee must be paid the Davis-Bacon rate for actual hours spent in each classification, provided the work performed is capable of separation into more than one classification, and provided time records are kept in accordance with actual hours spent in each classification.

<u>Corrections</u>: If a dispute occurs and time records are not kept and documentation is not provided for the time worked in each classification, then the employee must be paid for the classification for work performed with the highest rate. If underpayments have occurred, the contractor shall be required to make restitution.

F. <u>Hours Worked, Pay Rates, and Gross Wages Earned</u>. The daily and total hours worked for the week per employee per classification must be shown. List actual hourly rate paid to the employee for straight time worked plus any cash fringes paid to the employee. The basic hourly rate and fringe rate cannot be less than the applicable wage decision in the approved contract specifications. The payroll should only show the regular and overtime hours worked on the Davis-Bacon covered project. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. For employees with earnings on other projects, gross wages for the project for which the payroll is prepared can be shown over gross earnings for "all projects" (for example, \$425.40/\$764.85). Deductions and net pay are based on the "all projects" earnings.

<u>Corrections</u>: Contractors shall be required to submit a supplemental Certified Payroll Report or other written documentation reflecting daily and total hours worked for the week per employee as well as the fringe benefit contribution. If underpayments have occurred, the contractor shall be required to make restitution.

G. <u>Overtime Hours Worked</u>. Overtime hours shall be compensated at not less than one and one-half (1 and 1/2) times the regular rate of basic pay plus the straight-time rate of any required fringe benefits for anything over a 40 hour work week. Weekly hours shall be reviewed to determine whether overtime hours were worked and properly compensated. Be especially careful when reviewing split classifications because sometimes hours between classifications are not totaled and overtime can be missed.

<u>Corrections</u>: Where CWHSSA overtime violations occur (contracts over \$100,000), the contractor shall be required to pay restitution to the affected employees and shall be notified of liability for liquidated damages. Only overtime hours worked on the covered project are subject to CWHSSA compensation. Where the project is not subject to CWHSSA, the employer will be notified of possible FLSA overtime violations.

H. <u>Fringe Benefits</u>. Where fringe benefits are included on the wage decision or where the employer seeks credit for fringe benefit payments, the employer shall certify as to the payment of fringe benefits on the *Statement of Compliance* (reverse of WH-347) by marking either 4(a), that fringe benefits are paid to approved funds, plans or programs, or 4(b) that fringe benefits are paid in cash, and note any exceptions under 4(c). A fringe benefits program includes health insurance, retirement, life insurance, and some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other federal, state or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note: All contractors, based in Idaho and those based out of the state, that are doing work in Idaho are required to pay Idaho Unemployment Insurance. However, this amount does not count toward the required Davis-Bacon Fringe Benefit.

<u>Corrections</u>: Contractors shall be required to submit corrected CPRs where the CPR does not indicate how the employer met any fringe benefit obligation contained in the wage decision. If fringe benefits are contained in the wage decision and the contractor does not participate in a bona fide fringe benefit program, the employer shall pay the cash equivalent of the required fringe benefit directly to the employees with the basic rate of pay. (Note: Fringe is paid for overtime worked, but not computed in the time and one half for overtime pay.) Where underpayments have occurred, the contractor shall be required to make restitution to the affected employees.

I. <u>Deductions Made and Actual Net Wages Paid</u>. All deductions shall be identified and reviewed for any non-permissible deductions. Permissible deductions that <u>do not require</u> written authorization from the employee include deductions made in compliance with requirements of federal, state or local law, (e.g. taxes, social security, deductions required by court processes – including Child Support withholdings, etc.). Any voluntary deduction (savings account, loan repayment, employee contribution to health insurance, wage advance, pensions, life or accident insurance, and retirement plans) must be authorized in writing by the employee (see Employee Voluntary Deduction Authorization Form). The Voluntary Deduction Authorization Form signed by the employee is all that is needed and should accompany the first payroll on which the deduction appears. Deductions for tools are permissible only when the employee provides written authorization and it is a benefit to the employee. An excerpt from 29 CFR 3 provides additional information of permissible deductions. Other deductions are not allowable without prior approval from the U.S. Department of Labor.

<u>Corrections</u>. If employees have not authorized the deduction, then restitution must be completed and amended Certified Payroll Reports submitted.

J. <u>Apprentices and Trainees</u>. The first Certified Payroll Report on which an apprentice or trainee appears shall be accompanied by a copy of that apprentice/trainee's individual registration in a bona fide apprenticeship or trainee program and documentation of the allowable ratio of apprentices or trainees to journey workers and the apprentice or trainee wage schedule.

<u>Corrections</u>: If required documents are not provided, the contractor shall have thirty (30) days to provide the correct information. Unregistered apprentices or trainees, and any apprentice or trainee employed on the job site in excess of the allowable ratio, shall be entitled to the wage rate on the wage decision for the classification of work actually performed and shall be paid restitution accordingly.

K. <u>Authorized Signature</u>: The statement of compliance must be signed (original signature) by a principal of the firm (owner or officer such as the president or treasurer) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). The signature authorization must be submitted with the first payroll.

<u>Correction:</u> Where any Certified Payroll Report is not signed by the owner, or does not bear an original signature, or has been signed by an unauthorized person, the employer shall be required to submit a corrected Statement of Compliance bearing a proper original signature or an authorization for such person to execute the Statement of Compliance.

L. <u>Incomplete Payrolls</u>. Payrolls shall be examined to determine if they include all of the required items of information. Payroll computations (hours worked times rate of pay, deductions compared to net pay) shall be spot checked to determine whether the payrolls are accurate.

<u>Corrections</u>: If a payroll is incomplete, request the prime contractor to supply the missing information by means of a new or supplemental payroll or a supplemental statement. Infrequent minor errors may be ignored, but frequent errors shall be brought to the contractor's attention. If payroll falsification is suspected, refer it to the Grant Administrator at the City of Moscow.

#### **Fringe Benefits**

If fringe benefits are paid into a plan, the following criterion applies and documentation should be submitted to the Grant Administrator for review at the preconstruction conference (prior to the first payroll):

- A. A contractor may credit contributions for bona fide fringe benefits. Bona fide benefits are those common to the construction industry and are paid into a fund, plan or program on the employee's behalf. Contractors may take credit for contributions made under such conventional plans without requesting approval of the USDOL. These plans are funded plans. The form Fringe Benefit Determination will help in determining the cash equivalent credit for a fringe benefit paid into a plan and the documentation required to show it meets the Davis-Bacon requirements.
- B. Contributions to funded plans must be made irrevocably at least quarterly to a third party trust.
- C. When the per hour contribution for benefits paid into a plan do not equal the total rate set forth in the wage decision, the difference must be paid to the employee in cash.
- D. Fringe benefits must be paid for straight time and overtime; however, fringe benefits are not included when computing the overtime rate.
- E. Employees excluded from funded plans must be paid fringe benefits in cash.
- F. Vacation and sick leave plans are generally unfunded, paid from the contractor's own account, and require USDOL approval before a contractor takes credit toward meeting the fringe benefit obligation.
- G. The fringe may be shown as  $4.15 + 3 \frac{1}{2}$ . The 3  $\frac{1}{2}$  is computed on the base rate, then added back to the fringe. For example, base rate is 21.68 and fringe rate is  $4.15 + 3 \frac{1}{2}$ . Multiply the base rate by the percent fringe ( $21.68 \times .035 = .76$ ). Add the amount computed to the fringe (4.15 + .76 = 4.91). Total fringe required is 4.91. For apprentices, the percentage base rate is used to calculate the fringe.

The following method is an example on how to determine if the amount contributed to the plan equals the amount required to be paid for fringe benefits per the appropriate Davis-Bacon Wage Decision.

METHOD: In determining the cash equivalent credit for fringe benefit payments, take the total amount that would be paid into the funded plan for a year and divide by 2,080 hours.

- EXAMPLE: Contractor pays \$100/month to a funded health insurance plan. Davis-Bacon Wage Rates require \$4/hour paid for fringe benefits.
- FORMULA:  $(\$100 \times 12)$  divided by 2,080 = .57 cents as the cash equivalent.
- RESULT: The contractor must pay \$3.43 to the employee in cash for fringe benefits and the remaining .57 cents to the funded plan. The contractor must note on the back of the payroll under (4) (a-c) how fringe benefits are paid and provide documentation for the funded plan as listed below.

Adequacy of fringe benefits will be determined by the Grant Administrator based upon a review of the following information that you are requested to submit:

- 1. Description of the coverage that you provide those employees and the name, address and phone number of the third party trustee.
- 2. Signed authorization of those employees to accept those specific employer-paid contribution amounts considered bona fide fringe benefits OR . . .
- 3. The providers proof of payment into the plan, fund or program (i.e., monthly billing statement).

This adequacy is applicable for one (1) year from the date of review and applies to EPA funded projects.

The above requested information must be submitted to: Grants Manager, Moscow Urban Renewal Agency, P O Box 9203, Moscow ID 83843

#### Note: Fringe benefits do not include benefits required by other federal, state or local law.

#### **On-site Inspection**

Enforcement of labor standards provisions is as important as other requirements of the contract specifications. Maintaining compliance during the course of construction will save time, trouble, and expense to the contractor and grantee involved. Grant Administrators are encouraged to time their initial on-site monitoring within the first three (3) weeks of construction to assure all postings are displayed and conduct on-site interviews to identify potential problems as early as possible. The following on-site activities are required:

- A. <u>Posting</u>: The Grant Administrator must ensure the wage decision any additional classifications and other required materials are posted by the contractor at the work site in a prominent and accessible place where the workers can easily read them. The Federal Labor Poster that informs employees of their rights and indicates complaints will be received by the Grant Administrator shall also be conspicuously displayed.
- B. <u>Employee Interviews</u>: Every attempt shall be made to conduct on-site employee interviews with the workers on the job site. The purpose of the interviews is to capture observations of the work being performed and to get the workers' views on the hours they work, the type of work they perform and

the wages they receive. The Record of Employee Interview form is compared to the corresponding contractor and subcontractors certified payrolls to test and verify the accuracy of the payroll information. If on-site interviews cannot be conducted, then mail interviews must be conducted.

Grant Administrators should make every attempt to interview up to ten (10%) percent of the workers in all trades. At a minimum, these interviews would include at least one (1) person in each trade and each classification for each contractor. However, Grant Administrators are encouraged to target interviews to projects and/or groups of workers where violations are suspected or alleged. In this way, on-site interviews can be used to support a specific on-going investigation.

- 1. <u>Place of Interview</u>. Employees currently employed may be interviewed during working hours on the job, provided the interview can be properly and privately conducted on the premises. In cases of possible falsification of records, fear of reprisals or intimidation, it may be more advisable to conduct the interview elsewhere.
- 2. <u>Initiating the Interview</u>. The interviewer shall begin the interview by identifying themselves to the worker. They shall confirm identity by showing the worker credentials and shall explain the project is being constructed with assistance from the federal government, the payment of prevailing wages on construction projects with federal assistance is required by law, and the purpose of the interview is to obtain information for use in determining whether the required wages are being paid. Inform the employee that the information given during the interview is confidential and that their identity will only be disclosed with the prior written consent of the employee. Inform the worker where the applicable wage decision is posted at the project site.
- 3. <u>Interview Time</u>. If the interview is conducted on the job site, it shall be arranged causing the least inconvenience to the employee and employee.
- 4. <u>Oral Interview Statements</u>. An employee interview does not need to be recorded in a signed statement when it serves merely to confirm the payroll records, and is not otherwise indicative of a violation, assuming no violation has been alleged and the records are adequate. For compliance review purposes, however, the number of such interviews should be recorded.

Note: Interviews with non-English speaking workers will be conducted by a bi-lingual interviewer or with the assistance of a third-party interpreter. At no time shall the employer or other employees be used for interpretive services.

#### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, Inat the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a ringe benefit which is not expressed as an houry rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

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of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funde until euch violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from Wage and Hour Division Web site at the http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

Previous editions are obsolete

Page 2 of 5

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above. shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ', to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Anv employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

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the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Cortification of Eligibility. By ontoring into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

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awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wade. salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100.000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contract or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). <u>40 USC 3701 et seq</u>.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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Page 5 of 5

form HUD-4010 (06/2009) ref. Handbook 1344.1 For Brownfield Hazardous Waste Cleanup projects, EPA has determined that when soliciting competitive contracts or issuing order instruments to existing contractors for the excavation and removal of hazardous substances and/or the construction of caps or barriers, recipient shall use the "Heavy Construction" classification.

### (INSERT DAVIS BACON WAGE DECISION HERE)

See Attached ID150065, 08/07/2015, ID 65 Heavy Construction

## **EMPLOYEE RIGHTS** UNDER THE DAVIS-BACON ACT FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES	You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
OVERTIME	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
ENFORCEMENT	Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
APPRENTICES	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
PROPER PAY	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321(Revised April 2009)

### DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES	No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.
SOBRETIEMPO	Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.
CUMPLIMIENTO	Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para ofoctuar futures contratos federales hasta troe años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.
APRENDICES	Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.
PAGO APROPIADO	Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 SPA (Revised April 2009)

Wage and Hour Division																	Expires 3/31	/2006
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PAYROLL

U.S. DEPARTMENT OF LABOR

Employment Standards Administration

OMB No.: 1215-0149

FORM WH-347, Revised Nov. 1998– FORMERLY SOL 184-PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS

Date	(b) WHERE FRINGE B
I,	-Each laborer or n indicated on the p hourly wage rate
(1) That I pay or supervise the payment of the persons employed by	contract, except a
on the	(c) EXCEPTIONS
(Contractor or subcontractor)	EXCEPTION (CRAFT)
; that during the payroll period commencing on the (Building or work)	
day of, 20, and ending theday of, 20, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said	
from the full	
weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 52 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. 276c), and described below:	
	REMARKS
<ul> <li>(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.</li> <li>(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.</li> </ul>	
<ul><li>(4) That:</li><li>(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR</li></ul>	NAME AND TITLE
PROGRAMS	
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been	THE WILFUL FALSIFICATION OF

#### (b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ -Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE
CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF
TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

SIGNATURE

#### Instructions for Payroll Form WH-347 Grant Funded Projects

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3,5.5(a). The Copeland Act (40 U.S.C § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5 (a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs, or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all the monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page two of payroll) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission

For Week Ending: List the workweek ending date.

**Project and Location:** Self-explanatory

Project or Contract No.: Self-explanatory

**Column 1 – Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 – No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer of Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours Worked:** List the day and date and second straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime."

Column 5 - Total: Self-explanatory.

**Column 6 - Rate of Pay:** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "12.50/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for het classification which an individual works, the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 – Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, inter in column 7 first enter amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect eh earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deductions are involved, use the first four columns and show the balance deductions under the fifth "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

**Totals** – Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS – Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: if not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall not be less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 of the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4 (c).

Use of Section 4(c), Exceptions: Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

HOW TO COMPLETE PAYROLL FORMS
(Front Soction)

For Subcontractors only:					0 001	(Fro	nt Sectio	n)									
Enter IRS numbe	r on fii	st payroll.															
Check co	rrect bo	DX.															
U.S. DEPARTMENT OF LABOR						PA	YROLL	4							C	MD No + 1215	0140
Wage and Hour Division	01	IRS# 2416947	5												0	Expires 3/31	/2006
NAME OF CONTRACTOR	OR SUBC	ONTRACTOR					ADDI 122	RESS	n Straat	Doigo	Idaha						
ABC Construction							123	94 Ivial	n Suee	l, Boise,	Idano	)					
PAYROLL NO.		FOR WEI	EK ENDI	NG 05			PROJ	ECT AND	LOCATION	N			PROJ	ECT OR	CONTRA	CT NO.	
12 Final		July I	6, 200	05			City	y 01 St	. Antro	ony			ICL	BQ-	J2-VI-	-20-PF	
on you last payroll. Enter days of week work	x was po	erformed.	IN C prog <u>Ove</u> this payr	CASH. ( gram. <u>rtime</u> : is column coll if fri	s calcula ONLY	ted at IF YC	bayroll if y t (1 $\frac{1}{2}$ x ba DU PAY A baid to pla	ase) + f ALL Ol n, etc.)	ringe. li R PART	amount to nclude fri T IN CAS	o plan, inge ar SH. (Se	fund or nount ir ee back	n of	• To	tal ded	uction with	nheld
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James Jones #1256	1	Electrician	0				10	10	15.00	555.00	42.00	36.24	4.50	2.60	1.31	86.67	464.33
			S	10	10 10	10		40	10.00					-			
Identification # required • The first time the wor appears on the payrol	l: kers na l.	me	Fill EXA EXA the c If cla equi type	in the <u>cl</u> ACTLY determin assificat pment o	assificat as it app ation. ion is for perator, orsepow	<u>ion</u> pears or a po indic	on $O$ ower $ST$ cate •	VERTI Hours exceed TRAIGI Hours to 40/v	ME on this j ling 40 j HT TIM worked vk	project co per week I <u>E</u> on this c	ontract	t up	Enter <u>g</u> Check amoun gross. ' total in	gross, your ts wit The ro Colu	each <u>d</u> figures hheld f esult sh umn 9.	eduction and Subtract for from the to hould equal	nd <u>net</u> . the total tal the



Include type of benefit payment:

(a) Required fringe amount paid to approved plans, funds or programs (be sure to include payment for overtime worked). Include with first payroll a copy of the plan, fund or program and documentation that the required amounts were paid into plan, etc.

OR(b) Required fringe amount paid in cash (above right)

NOTE: If fringe amount is paid in part to approved plan, fund or program and part in cash, see Payroll Instructions, "Use of (4)(c) Exceptions.

#### HOW TO REPORT: \* Apprentice Wages

\* Overtime involving contract work hours and safety standards act when employee works on multiple federal projects.

#### **U.S. DEPARTMENT OF LABOR**

#### PAYROLL

Employment Standards Administration

Wage and Hour Division																			Expires 3/31	/2006
NAME OF CONTRACTOR	OR SUB	CONTRACTOR								ADE 12	oress 34 Mai	n Stree	et Boise	Idaho	)					
ABC Construction										12.	. 10 <b>101</b>		<i>, D</i> 015 <b>0</b>	, raan	5					
PAYROLL NO.		FOR WE	EK EN	NDING						PRO	JECT AND	LOCATIO	N			PRO	JECT OF	R CONTRA	ACT NO.	
11		July 9	9, 20	)05						Cit	y of St	t. Antho	ony			IC	DBG	-05-VI	-20-PF	
(1)	D is	(3)				(4) DA	AY AND	DATE	-		(5)	(6)	(7)				(8)	-		(9)
NAME AND	IONS	WORK	R SJ	3	M 4	T 5	W 6	T 7	F 8	9 9	TOTAL	RATE	GROSS			DEI	JUCTION	S		WAGES
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OF EMPLOYEE	NO. WIT EXE		Õ										EAKNED		TAX			Dues)	DEDUCTIONS	WEEK
Kownan Prohop	1	Apprentice	0										107.04	7.69	12.60	2.62	1.31	1.26	25.47	117.32
		Carpenter 1st	C		4			0	0		20	5.25								
		6 mo. 40%	3		4			8	8		20	5.35								
			0																	
			C																	
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Robert Staunton	2	Carpenter	0						8	8		20.07	160.56	34.00	75.00	9.00	6.47	4.20	125.61	342.23
		_	C									12.20								
			2									13.38								
			0			1				1										
			G																	
			8																	

Koenan Prohop

- Shows apprentice classification
- Shows step percentage
- Attach copy of registration in approved DOL program with first payroll.

#### Robert Staunton

• Although Staunton only worked 8 hours on this contract, he is entitles to 8 hours overtime. That is because Staunton worked 40 hours on other federally funded project this week.

OMB No.: 1215-0149

#### **HOW TO REPORT:**

### \* Times and wages if employee works more than one classification during the week.\* When an employee moves.

#### U.S. DEPARTMENT OF LABOR

#### PAYROLL

CIONDERTINICATION OF ENDOR										~	-									
Employment Standards Administrat Wage and Hour Division	ion																	(	OMB No.: 1215 Expires 3/31	5-0149 1/2006
NAME OF CONTRACTOR	OR SUB	CONTRACTOR								ADD	RESS	<b>C</b> 4	( D ·	т 1 1						
ABC Construction									1234 Main Street, Boise, Idano											
PAYROLL NO.		FOR WE	EK EN	JDING						PRO.	JECT AND	LOCATIO	N			PRO.	JECT OF	R CONTRA	ACT NO.	
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James Jones	1	Carpenter	0										242.56	24.43	74.80	8.35	4.18	5.25	117.01	300.59
T			S		8	8	4		3		23	8.92								
James Jones	1	General	0						1		1	10.20								
•		Laborer	S				4				4	6.80								
Robert Staunton	2	Carpenter	0										356.80	20.87	54.50	7.14	3.57	3.20	89.28	267.52
			S		8	8	8	8	8		40	8.92								

James Jones

- Since Jones worked at more than one classification during the week:
- Use 2 lines, one for each classification
- Gross amount earned can be totaled and entered on one line

#### **HOW TO REPORT:**

\* Working Subcontractor \* Owner Working with Employees.

#### **U.S. DEPARTMENT OF LABOR**

#### PAYROLL

Employment Standards Administration Wage and Hour Division

OMB No.: 1215-0149 Expires 3/31/2006

wage and Hour Division																			Explies 5/5	1/2000
NAME OF CONTRACTOR	OR SUB	CONTRACTOR								ADD	RESS	. Otras	4 Mary	Idaha	02415					
ABC Construction										12.	54 Mai	in Stree	ei, May,	Idano	83413					
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1 - Initial		July 9	9, 20	)05						Cit	ty of La	ark				IC	DBG	-05-VI	-20-PF	
(1)	NG	(3)	T.	s	м	(4) DA	AY AND	DATE	F	s	(5)	(6)	(7)			DFI	(8) Duction	IS		(9) NET
NAME,AND IDENTIFICATION NUMBER OF EMPLOYEE	NO. OF WITHHOLDI EXEMPTION	WORK CLASSIFICATION	OT. OR S	3 HOU	4 RS WOF	5 RKED E	6 ACH DA	7 .Y	8	9	TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX	Health	IRA	OTHER (Union Dues)	TOTAL DEDUCTIONS	WAGES PAID FOR WEEK
Bo Taylor #4567	2	Carpenter	0										940.00	82.00	75.00	60.			217.00	723.00
			S		8	8	8	8	8		40	23.50								
James Jones #9876	1	Carpenter	0										940.00	82.00	75.00	60.			217.00	723.00
			S		8	8	8	8	8		40	23.50								
Dakota Bean #3456	2	Painter	0										840.00	Self I	mploy	ed Pu	blic V	Works	License #	05461
			S		8	8	8	8	8		40	21.00								

Working Subcontractor

 Report on payroll of whomever hires him or her

Bob Baily	1	Carpenter	0										0				
			S	8	8	8	8	8	40				Owner				
Bo Taylor #4567	2	Carpenter	0								940.00	82.00	75.00	60.		217.00	723.00
			S	8	8	8	8	8	40	23.50							
Jewel Donner #1065	1	Carpenter	0								940.00	82.00	75.00	60.		217.00	723.00
			S	8	8	8	8	8	40	23.50							

#### **NO WORK PERFORMED**

I hereby certify that no work was performed by the undersigned contractor and/or employees on the construction of:

Project No.:		
Project Name:		-
During the period dating from _		20
through	20	
By:		
Title:		
Date:		
Contractor:		

#### **Employee Voluntary Deduction Authorization Form**

Date: \_\_\_\_\_
Project Name:

I have chosen to enroll in the payroll deduction programs made available on a voluntary basis. I hereby authorize \_\_\_\_\_\_, my employer, to withhold from my compensation for the programs checked below for the corresponding, one time only deduction program or a continuous deduction program. The consent to participate in these programs is not a condition either for the obtaining of or for the continuation of employment.

One time	Continu	DUS
Only		
Г		Reconciliation of a wage advance – 29 CFR 3.5 § b
	$\square$	Health Insurance plan – 29 CFR 3.5 § d
		Retirement Plan (IRA, 401K, or other pension plan) – 29 CFR 3.5 § d
$\square$		Liability Insurance – 29 CFR 3.5 § d
		Disability Insurance – 29 CFR 3.5 § d
		Vacation Plan (funded program) – 29 CFR 3.5 § d
		Loan Repayment to Credit Unions- 29 CFR 3.5 § f
$\square$		Union Dues – 29 CFR 3.5 § i
$\square$	$\square$	Tool withholding, which is a direct benefit to me – 29 CFR 3.5 § j & k
$\square$	$\square$	Other:
		Other:

(Type of Print Name of Employee)

(Signature of Employee)

#### To be completed by the employer:

Attach, if not already provided to the Grant Administrator:

- A copy of the signed collective bargaining agreement for Unions (if applicable) and;
- Letter from U.S. Department of Labor declaring plan acceptable (if available) or;
- Plan(s) and documentation(s) of payment for all funded plans, including but not limited to the Health Insurance Plan, Retirement Plan, Liability Insurance, and Disability Insurance.

#### Payroll Signature Authorization Form Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees

Project Name	I	Date
Location		
(I) (We) hereby certify that (I am) (we are) (	the prime c	contractor) (a subcontractor) for (Specify "General Construction," i.e.,
plumbing, electrical, etc.) in connection with con	struction of	f the above mentioned Project, and (I) (we)
have appointed		, whose signature appears below, to
supervise the payment of (my) (our) employ	ees beginni	ng (Date: mm/dd/yyyy);
That he/she is in a position to have knowled	ge of the fa	acts set forth in the payroll documents and
in the Statement of Compliance required by	the so-call	ed Kick-Back Statute that he is to execute
with (my) (our) full authority and approval un	ntil such tin	nes as (I) (we) submit to the <i>(Grant Recipient)</i>
other person for the purposes hereinabove st	ated.	u new continence appointing some
(Identifying Signature of Appointee)		(Name of Firm or Corporation)
	Bv:	
(Signature)		(Signature)
(Title)		(Title)
(Date)		(Date)

NOTE: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statute.

#### **Payroll Overview**

Project Name:	
Contract Number:	
Contractor/Subcontractor:	
Wage Decision No. and Modification(s):	
Area / Zone:	
Name of Payroll Clerk	
Contact Number for Payroll Clerk	

List below the job classification, basic hourly rate, and fringe benefit rate for each job classification of employees you will utilize during the entire project. You must use the job classification from the approved wage decision listed above. If the approved wage decision does not include a job classification needed for the project, an additional job classification must be obtained. Contact the Grant Administrator for assistance.

JOB CLASS	BASIC HOURLY RATE*	FRINGE BENEFIT RATE
"Power Equipment Operator – Bulldozer"		

\*The basic hourly rate includes the zone rate where applicable

Check the applicable box:

- 1. All Fringe benefits are paid in cash for all employees.
- 2. All Fringe benefits are paid to a plan for all employees
- 3. Fringe benefits are paid part in cash and part to a plan for all employees

#### If Fringe benefits are paid in whole or part to a plan, attach a copy of the:

- Letter from U.S. Department of Labor declaring plan acceptable (if available) or;
- Plan(s) and documentation(s) of payment for all funded plans, including but not limited to the Health Insurance Plan, Retirement Plan, Liability Insurance, and Disability Insurance.

#### **CERTIFICATION**

The Wage Determination, a Davis-Bacon poster, and an Equal Opportunity poster are posted at the job site.
# Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

To (Grant Recipient):	Date:	
	Project No.:	
	Project Name:	

1. The undersigned, having executed a contract with \_\_\_\_\_

(Grant Recipient)

in the amount <u>\$</u> in the construction of the above-identified project, certifies that:

- (a) The Labor Standards provisions are included in the aforesaid contract;
- (b) Corrections of any infractions of the aforesaid conditions including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He/She certifies that:

- (a) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
- 3. He/She agrees to obtain and forward to the recipient, within ten (10) days after execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, with the correct wage decision and Labor Standards provisions attached, executed by the subcontractor or the lower tier subcontract in duplicate.

By

(Contractor)

(Typed Name and Title)

(Date)

Т	o (Gra	t Recipient):	Date:	
	To (Grant Recipient).		Project No :	
			Project Name:	
<u> </u>				
1.	The un	dersigned, having executed a contract with		
			(Contractor or Subcontractor)	
for				
101		(Nature	of Work)	
in t	he amou	nt <u>\$</u> in the co	nstruction of the above-identified project, certifies that:	
	(a)	He/She will comply with the Labor Standa attached.	ards Provisions of the contract for construction per the	
	(b)	All laborers and mechanics employed on t attached.	he project will be paid according to the wage decision	
	(c)	Neither he nor any firm, corporation, partr designated as an ineligible contractor by th Section 5.6(b) of the Regulations of the Se Section 3(a) of the Davis-Bacon Act, as ar	hership or association in which he has a substantial interest is the Comptroller General of the United States pursuant to excretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to mended (40 U.S.C. 276a-2(a)).	
	(d)	No part of the aforementioned contract has subcontractor or any firm, corporation, par substantial interest is designated as an inel statutory provisions.	s been or will be subcontracted to any subcontractor if such thership or association in which such subcontractor has a igible contractor pursuant to the aforesaid regulatory or	
2.	2. He/She agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten (10) days a execution of any lower subcontract, a Subcontractor s Certification Concerning Labor Standards and Preva Wage Requirements, with the correct wage decision and Labor Standards provisions attached, executed by subcontractor or the lower tier subcontract in duplicate.			

## By

(Contractor)

By

(Typed Name and Title)

(Date)

General Decision Number: ID150065 08/07/2015 ID65

Superseded General Decision Number: ID20140065

State: Idaho

Construction Type: Heavy HEAVY CONSTRUCTION, Including water and sewer line construction and heavy construction projects on treatment plants and industrial (power plants, manufacturing plants, processing plants, etc.) sites

Counties: Benewah, Clearwater and Latah Counties in Idaho.

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	07/10/2015
2	07/24/2015
3	08/07/2015

CARP0001-045 06/01/2015

	Rates	Fringes
CARPENTER (Form Work Only)	.\$ 31.94	14.00
ELEC0073-011 07/01/2015		
	Rates	Fringes
ELECTRICIAN	.\$ 31.00	16.68
ENGI0370-035 06/01/2013		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: Backhoe (45,000 gw & under), Cranes (25 tons & under), Drill (8 in bit and over	t oc 01	10.05
GROUP 5	.\$ 26.81	12.85

Backhoe (45,000-110,000 gw), Crane (25-45 tons), Bulldozer (D-6 and over), Grader/Blade, Front-End Loader(4-8 yds), Paver, Scrapers (all) GROUP 6.....\$ 27.09 12.85 Backhoe (over 110,000 gw), Cranes (45-85 tons), Heavy Duty Mechanic, Front End Loader (8-10 yds) GROUP 7.....\$ 27.36 12.85 Bulldozer (up to D-6) GROUP 3.....\$ 26.49 12.85 Cranes (85 tons & over), Front End Loader (10 yds & over) GROUP 8.....\$ 28.46 12.85 Front End Loader (under 4 yds) GROUP 4.....\$ 26.65 12.85 Rollers (all) GROUP 1.....\$ 25.56 12.85 ZONE PAY: ZONE CENTERS: SPOKANE, PASCO, LEWISTON ZONE 1: 0-45 Miles: Free ZONE 2: 45 Miles & Over: \$2.00 BOOM PAY (ALL CRANES): (A): 180'-250': \$.50 over scale (B): over 250': \$.80 over scale \_\_\_\_\_ \* IRON0014-006 07/01/2015 Rates Fringes IRONWORKER, REINFORCING AND 23.19 STRUCTURAL.....\$ 32.76 \_\_\_\_\_ LABO0238-028 02/01/2012 Rates Fringes LABORER (PIPELINE ONLY) COMMON.....\$ 24.69 9.95 \_\_\_\_\_ LABO0238-031 06/01/2014 Rates Fringes LABORER

Asphalt Includes Raker, Shoveler, Spreader, and

Distributor Group 4.....\$ 24.89 10.95 Flagger Group 1A....\$ 23.25 10.95 Zone Differential (Add to Zone 1 rates): Zone 2 - \$2.00 BASE POINTS: Spokane Zone 1: 0-45 radius miles from the main post office. Zone 2: 45 radius miles and over from the main post office \_\_\_\_\_ PLAS0072-003 06/01/2014 BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS AND NEZ PERCE AND SHOSHONE COUNTIES ZONE 1: Rates Fringes CEMENT MASON/CONCRETE FINISHER...\$ 26.41 12.44 Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00 BASE POINTS: Spokane, Pasco, Lewiston, Wenatchee Zone 1: 0-45 radius miles from the main post office Zone 2: Over 45 radius miles from the main post office \_\_\_\_\_ PLUM0044-015 06/01/2013 Rates Fringes PLUMBER Zone 1.....\$ 35.81 17.34 \_\_\_\_\_

Rates Fringes

Rates

15.19

15.19

5.20

8.98

\_\_\_\_\_

Fringes

TEAM0690-002 01/01/2014

SUID2010-058 08/08/2012

6 yds and under.....\$ 22.94

over 6 yds.....\$ 23.38

CARPENTER, Excludes Form Work....\$ 29.92

LABORER: Common or General.....\$ 23.75

\_\_\_\_\_

TRUCK DRIVER (DUMP)

LABORER:	Landscape\$	22.13	11.13
LABORER:	Pipelayer\$	17.67	7.26
OPERATOR: Steer/Skid	Bobcat/Skid l Loader\$	20.97	0.00
OPERATOR: Plant	Concrete Batch	24.94	11.96
OPERATOR:	Forklift\$	21.20	0.00
TRUCK DRIV	VER: Lowboy Truck\$	21.00	12.10
TRUCK DRIV	/ER: Water Truck\$	24.48	11.67

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\_\_\_\_\_

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

\_\_\_\_\_

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014. Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

\_\_\_\_\_

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

# **6th & JACKSON BROWNFIELDS EXCAVATION CITY OF MOSCOW TERRAGRAPHICS ENVIRONMENTAL CITY OF MOSCOW**

SHEET #

2

3





**ENGINEER:** 

ENGINEERING, INC.

108 W. IDAHO AVENUE

KELLOGG, IDAHO 83837 TELEPHONE: (208) 786-1206

> VICINITY MAP SCALE: NTS

LATAH COUNTY, IDAHO **SEPTEMBER 2015** 





LOCATION MAP SCALE: NTS

C	ONSTRU	CTION SET								
E					DRAWN BY:	J. SCHEEL	COORDINATE SY ISP, NAD	STEM: 83, US FT, WEST		6TH & JACKSON BROWNFIELDS
E					ENGINEER:	D. GILLEN	SCALE:	N.T.S	A TerraGraphics	EXCAVATION
E					CHECKED:	D. FORSETH	APPROVED:	D. FORSETH	Environmental Engineering, Inc.	MOSCOW IDAHO
N	DATE	REVISIONS	BY	СНК	DATE:	09/02/2015	DATE:	09/03/2015		MOSCOW, IDAHO

# **PROJECT SPONSORS:**

206 E. 3rd Street MOSCOW, ID 83846

MOSCOW URBAN **RENWEAL AGENCY** 206 E. 3rd Street MOSCOW, ID 83843



# SHEET INDEX

SHEET NAME	SHEET REFERENCE
COVER SHEET	CS
EXCAVATION PLAN	C1
CROSS SECTIONS	C2
BACKFILL PLAN	C3
SEWER CONNECTION DETAILS	D1



	SHEET NAME:	CS
COVER SHEET	DATE:	09/02/2015
COVER SHEET	PROJECT NO .:	14072
	SHEET:	1 OF 5





SITE

NOTE: ALL BACKFILL MATERIAL SHALL BE COMPACTED TO AT LEAST 95% MAXIMUM DENSITY ACCORDING TO MODIFIED PROCTOR





Pipe materials shall be as follows:

- a. Within public right-of-way: SDR 35 PVC, (ASTM D-3034),
- with integral gasketed bell and spigot joints.
- b. From right-of-way to within two feet (2') of the house:
- SDR 35 PVC, (ASTM D-3034), with integral gasketed bell and spigot joints or Schedule 40 ABS plastic pipe with glued fittings.
- If the water service line and sanitary or storm drain service lines from the right-of-way to the house are installed in the same trench, the piping material shall be Schedule 40 ABS with glued fittings unless all three of the following requirements are met:
- a. The bottom of the water pipe, at all joints, shall be at least twelve inches (12") above the top of the sanitary or storm drain service line.
- b. The water pipe shall be placed on a solid shelf, excavated at one side of the common trench, with a minimum clear horizontal distance of at least twelve inches (12") from the sanitary or storm drain service line.
- c. Where the sanitary or storm drain line crosses the water service line, the top of the sanitary or storm drain line is a minimum of twelve inches (12") below the water service
- Trench bottom to be prepared, as required, for a firm bed.
- Existing sewer mains shall be tapped by the City, at the Owner's expense.
- Sewer service laterals shall be connected to the new mains with manufactured wyes. Connection to existing mains require ROMAC 'CB' saddles, or equivalent.
- 5. Owner to obtain the necessary permits from the Moscow Community Development Department and Public Works Department.
  - The work shall comply with the Uniform Plumbing Code (UPC).
  - Sewer services shall connect the sanitary sewer main at a point above the centerline of
  - Construction to be inspected by the City.
  - Sanitary service laterals (stubs) shall be air tested with the sanitary sewer main.
- 10. All backfill under sidewalks shall be crushed aggregate. (95% minimum compaction)
- 11. The service lateral (from main to house) shall be bedded in sand or 3/4"(-) crushed aggregate; from two inches (2") under the pipe to two inches (2") over the pipe.
- 12. SANITARY service laterals shall be green pipe from the main to the house, including stub
- 13. STORM service laterals shall be white pipe from the main to the house, including stub outs
- 14. Marking tape shall be three inch (3") wide commercially manufactured, and labeled "STORM DRAIN" for storm sewer and "SEWER" for sanitary sewer use.
- 15. Storm drain and sanitary sewer services (private) located within public street right-of-way or public utility easements shall have a 2.5' minimum burial de HINA BASAGO allowed otherwise by the City Engineer.



SEWER CONNECTION	SHEET NAME:	D1
	DATE:	09/02/2015
	PROJECT NO .:	14072
	SHEET:	5 OE 5

# **Agency Stockpile Location**







September 17, 2015 File: MOP15142A

Mr. Bill Belknap Community Development Director City of Moscow 220 E. 2<sup>nd</sup> Street Moscow, Idaho 83843

> RE: **PROPOSAL** Earthwork Observation and Testing Excavation Backfilling 6<sup>th</sup> and Jackson Street <u>Moscow, Idaho</u>

Greetings John and Bill:

Strata, A Professional Services Corporation (STRATA) is pleased to provide this proposal for construction material testing services to assist excavation backfilling for the proposed environmental remediation work to be accomplished at the southwest corner of the 6<sup>th</sup> and Jackson Street intersection in Moscow, Idaho. The following sections describe our project understanding, proposed scope of services, anticipated schedule, and fee estimate.

# PROJECT UNDERSTANDING

### **Existing Site Conditions**

The site is currently a relatively flat parcel approximately 0.8 acres in size covered with various weeds and grasses. The site has been previously developed with structures, which have been demolished and removed. We understand from previous explorations at the site that uncontrolled fill to varying depths exists across the site. Current site conditions are illustrated in *Photograph 1* below.



Photograph 1: 6<sup>th</sup> Street & Jackson Street – Moscow, Idaho

## **Proposed Construction**

The City of Moscow (City) currently owns the property and is engaging negotiations with a prospective developer to purchase and develop the property for a mixed use improvement. As part of the City's sale agreement with the proposed developer, some environmental cleanup and removal of contaminated soil must be accomplished prior to the sale being completed. Therefore, the City has engaged Terregraphics Environmental Engineering, Inc. (TGI) to develop plans and specifications for removing and remediating contaminated soil and groundwater from the site.

From our discussions with John Munkers with TGI, we understand the proposed remediation will excavate and remove approximately 1,200 cubic yards of contaminated soil to be replaced with imported structural fill. The City and TGI retained STRATA to provide an earthwork specification section outlining requirements for backfilling the remedial excavation. We provided this specification on September 1, 2015 in fulfillment of Task 1, outlined in our June 15, 2015 proposal. Our opinion is, providing testing and observation during backfill placement and compaction will be critical to documenting construction is accomplished according to the project specifications. Preliminarily, we anticipate the backfilling process will be accomplished over approximately 1 week once it is initiated.

## SCOPE OF SERVICES

# **Earthwork Observation and Testing**

STRATA will provide a staff engineer or field professional to observe and document earthwork and compaction efforts during remedial backfilling per the specification provided as part of our Task 1 services outlined above. Compaction testing or observation will be performed on each lift of backfill fill as required by the project specifications. For material that is too coarse for testing per ASTM D1557, our field professionals will observe compaction methods. This includes observing each fill lift and documenting lift thickness, material type, compaction effort, and backfill surface conditions after compaction. Our personnel will sample on-site and imported materials used for backfill and transport these samples to our laboratory for Proctor testing.

# ANTICIPATED SCHEDULE

Our construction testing services schedule will be coordinated with your selected contractor once they are selected and a project schedule is finalized. We anticipate these services will be completed within 1 week after being initiated.

### ESTIMATED FEE

The following fee estimate is based on our understanding of the project concept at this time, and our discussions with you. Additional evaluation, exploration, testing, or other services outside of those described herein will increase these fees. However, we will not exceed these amounts without your prior written approval. Our fee estimates are provided in Table 1 below.

Table 1. Fee Estimates	
Service Aspect	Time & Expense Estimated Fee
Earthwork Testing and Observation	\$1,925

# LIMITATIONS

Our services do not include providing a final geotechnical evaluation for any future development at this site. Rather, a final geotechnical evaluation must be provided specific to the finished design and construction concept once it is developed. Also, our scope excludes civil design, structural design, dewatering system design, erosion, and sediment control design, stormwater

6<sup>th</sup> and Jackson – Moscow, ID File: MOP15142A Page 3

disposal design, off-site improvements, below-grade wall & retaining wall design, hazardous substance evaluation, environmental site assessment, or any other services not explicitly outlined in this proposal.

## AUTHORIZATION

Our services will be provided according to the attached *General Conditions* for *GeoProfessional Services*. To authorize our services, please sign the attached *General Conditions*, returning a copy for our records. Alternatively, please issue a *Task Order* referencing a *Master Services Agreement* between the City and STRATA for our review.

We appreciate the opportunity to continue our professional relationship with the City of Moscow on this project. If you have any questions or would like or comments regarding this proposal, please call us.

Sincerely, STRATA

Andy Abres

Andrew J. Abrams, P.E. Project Engineer

AJA/TJW/AC

Enclosures: General Conditions for GeoProfessional Services



Proposal No./Date:	MOP15142A / September 17, 2015	Client Name:	City of Moscow c/o Mr. Bill Belknap
Project Name:	6 <sup>th</sup> & Jackson Development	Project Location:	Moscow, Idaho

# STRATA, A Professional Services Corporation

# GENERAL CONDITIONS FOR GEOPROFESSIONAL SERVICES

SCOPE OF SERVICES. Strata, A Professional Services Corporation (hereinafter "STRATA") shall perform the scope of services detailed in project-specific Task Orders referencing this Agreement. STRATA shall prepare a project-specific Task Order for each project to be performed under this Master Services Agreement. This Agreement may only be amended in writing and with the consent of both parties. This Agreement is for projects that are initiated in 2015 and the Agreement can be renewed annually with the consent of both parties. STRATA can provide different levels of comprehensiveness in our services for a corresponding increase or decrease in our fees as discussed below in the *Levels of Service* section.

STANDARD OF CARE. STRATA will perform our services using the customary care and skill employed by competent professionals performing similar services under similar circumstances in the project area, subject to any limitations or exclusions contained in our proposal or the scope of our services under this Agreement. STRATA is not responsible for the work or services performed by others, nor are we responsible for the safety of any persons or property, other than the safety of our own employees. STRATA does not warrant or guarantee our services.

EVOLVING TECHNOLOGIES. The investigation, characterization, and remediation of hazardous wastes involve technologies, which are rapidly evolving. Existing state of the art technologies are often new and untried and future technologies may supersede current ones. In addition, standards for remediation, statutes, and regulations change with time. Client understands and assumes the risk that STRATA's recommendations can only reflect current technologies and standards, and may differ from the recommendations that might be made at a later time.

LEVELS OF SERVICE. STRATA offers different levels of consulting services to suit the desires and needs of Client. Investigative services are based on limited samplings and inferences from limited data, and may not provide a complete or accurate characterization of the actual conditions existing at the Project site. STRATA will use prudent professional judgment in making inferences from limited data, but we do not warrant or guarantee the opinions reached. The possibility exists that any investigation may not reveal all environmental or geotechnical concerns that exist at the site. Generally, a more detailed and extensive scope of services is likely to yield more information and reduce the potential for undetected environmental or geotechnical concerns to occur, but at an increased investment.

Client must determine the level of service adequate for their purposes by reviewing the scope of services in our individual Task Order specific to each project and determine that you do or do not need or want a greater level of service than stated in the Task Order. By signing the Agreement and individual Project Task Orders, Client acknowledges that it has reviewed STRATA's scope of services and agrees that it is reasonable and acceptable for the Project. Industry associations and trade groups have published differing, and sometimes conflicting guidelines for the preparing site assessments and studies. In many instances, these guidelines provide an investigation level, which differs from current practice, or the scope of services that client has agreed to have STRATA perform. Unless otherwise specifically stated in writing, the investigative services will not be performed in accordance with any particular written or published guidelines, but in accordance with the tasks listed in the scope of services.

CLIENT RESPONSIBILITIES. Client will identify a representative who is responsible for communications with STRATA and is authorized to act fully on Client's behalf. Before STRATA commences our services, Client agrees to provide: (1) a Project description; (2) the property location and a description; (3) property access; and (4) the specific location of any underground utilities, structures, and known or suspected hazardous materials. STRATA shall be entitled to reasonably rely on all information provided to it by Client. STRATA is not responsible for damage to underground utilities or structures which were not identified or otherwise made known to STRATA prior to beginning our services.

PROJECT DESIGN CONTINUITY. Construction monitoring is an important aspect of any project, part of the geotechnical or environmental design process, and allows confirmation of conditions observed during site exploration and verification that the design recommendations are followed. Performing the proposed scope of geotechnical design services is based on STRATA performing construction monitoring as the project is constructed. Acceptance of this Master Services Agreement and subsequent Project Task Orders will serve as evidence that you understand our requirement to perform the construction monitoring and agree to notify and retain STRATA to perform the construction monitoring for the projects when and where necessary. Further, if STRATA is not so notified or does not perform the construction monitoring for any other reason, you agree to defend, indemnify and hold harmless STRATA, its officers and affiliates and/or assigns from any and all geotechnical design and/or construction related claims, losses, damages or expenses, including reasonable attorney's fees, expert fees and other costs of defense.

INVOICES AND PAYMENT. STRATA will invoice for services in accordance with the terms of our proposal or on a monthly basis. All invoices are due on receipt and will be assessed a late payment charge of 1.5% per month if not paid within 30 days of the invoice date. If STRATA is not paid when due, we may suspend or terminate all services and Client agrees to return to STRATA all copies of any reports, plans, specifications or other documents prepared by STRATA under this Agreement and will not rely on these documents or use them in any fashion, including not bringing suit against STRATA. STRATA retains all rights to claim against performance bonds, lien project property and other measures to receive payment for services rendered.

CHANGED CONDITIONS. If, after executing this agreement, STRATA discovers conditions or circumstances not anticipated by us, we will promptly notify Client of the changed condition. Client agrees to negotiate an appropriate modification to this Agreement, including an appropriate modification to STRATA's fees. If STRATA and Client cannot agree on a revised scope of services or fee, either party may terminate this Agreement as set forth in *Termination and Suspension*.

HAZARDOUS MATERIALS. STRATA's services are limited to geotechnical engineering and/or environmental services and do not include investigation, detection, evaluation, or assessment of Hazardous Materials. Accordingly, our reports will not include any interpretations, recommendations, findings, conclusions, or opinions regarding Hazardous Materials. Client agrees to defend, indemnify, and hold STRATA harmless from any claims, liability, loss, or damage that arises from, or is alleged to arise from, Hazardous Materials. "Hazardous Materials" includes but is not limited to, any toxic, noxious, poisonous, radioactive, or irritating material, chemical, or gas, and includes biological materials such as bacteria, viruses, fungi, spores and mold, and the emissions from biological materials.

CERTIFICATIONS. STRATA will not execute any certification. STRATA's services are only an expression of our professional opinion based on the service STRATA performed for Client and are not a guarantee or warranty of any fact, condition, or result.

SAMPLES. If STRATA provides in-house laboratory testing, we will preserve unused or remnant samples until the requested laboratory testing has been completed and the results published to our client, at which time all non-contaminated, unused samples or sample remnants will be discarded. Any unused or remnant samples of material which fail to comply with project specifications will be retained for a period of five (5) working days beyond the date of publication of our laboratory test report to Client, unless specific instructions otherwise are received from Client. Additional fees may be incurred for reprocessing and/or storing unused samples or sample remnants. Samples contaminated with hazardous materials shall be promptly removed and lawfully disposed of by Client.

PARTY RELATIONSHIP. STRATA will perform our services as an independent consultant with our employees under our sole direction and control. STRATA will have the full power, discretion, and authority to select the means, manner, and method of completing our services for individual project tasks without detail, control, or direction. STRATA may subcontract for the services of others without obtaining Client's consent where STRATA deems it necessary or desirable to complete our scope of services.

NON-SOLICITATION. The parties agree that during the term of this contract and for a period of two (2) years after termination of this contract, for any reason, the parties shall not directly or indirectly, induce, engage, or encourage, or attempt to induce, encourage, or otherwise counsel, advise, ask, or offer any person who is, at the time, employed in any capacity by the other party, to leave the employ of the other party, or to accept employment with another employer, including but not limited to the other party, or to become an independent contractor, or to offer employment to or hire such person.

The parties agree that it would be impractical and very difficult to determine the amount of actual damages caused by a breach of this non-solicitation provision. Therefore, the parties agree that in the event it is established that there has been a violation of the non-solicitation provision, the violating party shall pay the other party, as liquidated damages the sum of twenty-two thousand dollars (\$22,000) for each breach.

SITE DISTURBANCE. In the normal course of our services, STRATA may cause surface and subsurface disturbance. Property restoration is not included in STRATA's scope of services unless specifically included in the proposal.

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GENERAL CONDITIONS FOR GEOPROFESSIONAL SERVICES REVISED JANUARY 2014

Duplication, copying, reproduction of any type, use of the language involved, or excerption requires the express written permission of STRATA.



Proposal No./Date:	MOP15142A / September 17, 2015	Client Name:	City of Moscow c/o Mr. Bill Belknap
Project Name:	6 <sup>th</sup> & Jackson Development	Project Location:	Moscow, Idaho

INDEMNITY. STRATA and Client agree to indemnify and hold each other harmless from and against claims, suits, liability, damages, and expenses (including reimbursement of reasonable attorneys' fees) to the proportionate extent caused by its negligent performance of services under this Agreement.

TERRORIST ACTIVITY. Client understands and agrees that STRATA is not responsible for damages to persons, property, or economic interests arising from Terrorist Activity. Client will indemnify, defend, and hold STRATA harmless against all third-party claims for such damages that arise from, or are alleged to arise from Terrorist Activity. The term "Terrorist Activity" means any deliberate, unlawful act that any authorized governmental official declares to be or to involve terrorism, terrorist activity, or acts of terrorism; or that involves the use or threat of force, violence, or harm to: (a) promote or advance a political, ideological, or religious cause or objective; (b) influence, disrupt, or interfere with a government; (c) intimidate, coerce, or frighten the general public; or (d) disrupt or interfere with any segment of a national economy.

RISK ALLOCATION. Client agrees to limit STRATA's total aggregate liability to Client and all third parties arising from any and all injuries, damages, claims, losses, expenses or claim expenses, including attorney's fees, arising out of or relating to this agreement based on any cause or any theory of liability, including, but not limited to negligence, errors or omissions, strict liability, breach of contract, breach of warranty, and claims for indemnification or contribution, such that STRATA's total aggregate liability per project, including but not limited to attorney's fees and costs, shall not exceed the percentage share of STRATA's tee as it relates to the Client's total fee or in the case of an owner, the total project value, up to a maximum of ten thousand dollars (\$10,000).

If Client wishes to increase this limitation amount, we can negotiate a higher limit in exchange for an appropriate fee increase to reflect the appropriate risk allocation. It is intended by Client and STRATA that this provision shall apply to the indemnity obligations set forth above. Client and STRATA agree that neither will be liable to the other for any consequential, liquidated, punitive, or incidental damages, except as specifically provided for in this agreement. Notwithstanding any period of limitations that might otherwise apply, the parties agree that no actions, claim, or proceeding of any kind, whether in tort, contract, or equity, arising out of STRATA's services, may be brought against STRATA more than 2 years after STRATA's last service date in connection with this project.

SURVIVABILITY. The indemnity obligations, limitations of liability, and assignment requirements established under this Agreement shall survive the expiration or termination of this Agreement. If STRATA provides additional services under this Agreement or any amendment to it, this Agreement's indemnity obligations and limitation of liability will apply to all such services.

NO JOINT AND SEVERAL LIABILITY. STRATA shall not be jointly or severally liable for any damage of any kind or nature, including loss or damage of any kind to land or any structures or other improvements planned, designed, constructed, or remodeled on the property which is the subject of this Agreement, or for any personal injury, including death, arising out of or resulting from any structural plan, design or construction, or the remodeling of any structure placed on the property which is the subject of this Agreement, unless and to the extent said loss or damage or injury is the direct and proximate result of the sole negligence of STRATA.

RELIANCE. STRATA's reports will be prepared for the exclusive use and reliance of Client. Reliance by any other party is prohibited without the written authorization of Client and STRATA. If Client is aware of additional parties that will require reliance on STRATA's reports, the names, addresses and relationship of these parties should be provided for STRATA approval prior to the time of authorization to proceed on each project. STRATA will grant reliance on the reports to those approved parties upon receiving a fully executed Reliance Agreement (available upon request). STRATA shall not be required to sign any other form of "reliance letter" or similar document as a condition of payment or for any other reason. If, after authorization to proceed on a project, Client and STRATA consent to reliance on one of STRATA's reports by a third party, STRATA will grant reliance upon receipt of a fully executed Reliance Agreement and receipt of an additional fee of four hundred fifty dollars (\$450) per relying party. Further, it is common that Phase I ESA deliverables are utilized to satisfy lending institutions such as those backed by the Small Business Administration (SBA). Unfortunately, the standard SBA reliance letter cannot and will not be executed by STRATA due to the undue risk and potential to void our insurance coverage which can incur significant and in our opinion, undue risks to Client recognizes and agrees to this limitation, which is not subject to future negotiation. Reliance on STRATA reports by Client and all authorized parties will be subject to all the terms, conditions, and limitations stated in this *Master Services Agreement*, the Reliance Agreement and the Reports.

TERMINATION AND SUSPENSION. Client or STRATA may terminate or suspend this Agreement within seven (7) days written notice delivered personally or by certified mail to the other party. In the event of termination, other than caused by a material breach of this Agreement by STRATA, Client shall pay for all of STRATA's services performed through the date of termination, and for any necessary services and expenses incurred in connection with the project's termination. STRATA shall not be liable to Client for any failure or delay in performance due to circumstances beyond STRATA's control.

DISPUTE RESOLUTION. No action may be instituted or prosecuted in any court related to any dispute arising from or in connection with this Agreement unless the party wishing to institute such action first demands in writing, and participates in good faith, in a non-binding facilitated mediation of the dispute. Each party will pay its own costs and fees of mediation, and the fees and costs of the mediator shall be shared equally between the parties. The mediation shall be conducted by a mutually agreed to mediator selected by the parties from the roster of civil mediators approved by the jurisdiction's Supreme Court or another mutually agreed upon mediator. In the event the parties cannot reach agreement on an approved mediator, either party may petition the local jurisdiction's District Court for the appointment of a qualified and approved mediator. A respondent's refusal to mediate relieves the other party from the mediation requirement.

CONTROLLING LAW. The laws of the State in which the project occurs will govern the interpretation and enforcement of this Agreement, and the venue for any legal dispute shall be in the county seat where the project is located.

INTEGRATION AND SEVERABILITY. The attached proposal and these General Conditions reflect the entire Agreement between STRATA and Client. If any portion of the Agreement is found to be void, such portion shall be stricken and the Agreement shall be reformed to as closely approximate the stricken portions as the law allows.

DOCUMENT OWNERSHIP. Provided STRATA is paid in full, we grant Client a non-exclusive license to use the Drawings, Specifications, Reports or other documents prepared by STRATA for this Project ("the Work"). STRATA owns the Drawings, Specifications, Reports, and other documents, including document copies. Any reuse or modification of the Work by Client or anyone obtaining it through Client will be at Client's sole risk and without liability to STRATA. Client will defend, indemnify, and hold STRATA harmless from all third party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising from or in any way related to the reuse or modification of the Work by Client or anyone obtaining it through Client.

ELECTRONIC DELIVERABLES. In recognition of STRATA's sustainability efforts in the services we provide, STRATA may elect to provide our deliverables in electronic formats that may change from time to time but at a minimum may include: electronic mail, portable document format, flash drives, PowerPoint presentations or other reusable hardware devices. When notified in our proposed scope of services, Client agrees to accept deliverables in an electronic format, to not manipulate said format, and to reproduce deliverables in their entirety when necessary. Client further agrees to hold STRATA harmless from any misuse, loss, or other activity that compromises the deliverable intent.

ASSIGNMENT. During the term of this Agreement and following its expiration or termination for any reason, neither Client nor STRATA shall transfer, assign, convey, or sublet any right, claims, duty, or obligation under it, nor any other interest therein without the prior written consent of the other party.

GENERAL CONDITIONS ACCEPTANCE AND AUTHORIZATION TO PROCEED: If Client gives verbal authorization to proceed and does not object in writing to the General Conditions outlined above within 7 days, Client agrees to be bound by these terms.

Signature:	Printed Name:	Title:	Date:
Signature.	T filled fidilies	Thus.	Dute.

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GENERAL CONDITIONS FOR GEOPROFESSIONAL SERVICES REVISED JANUARY 2014

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#### www.stratageotech.com



# PROPOSAL MEMORANDUM

#### 121 S. Jackson St., Moscow, Idaho 83843 Ph: (208) 882-7858; Fax: (208) 883-3785 To: Bill Belknap **Other Office Locations:** Community Development Director Kellogg, Idaho City of Moscow Boise, Idaho Helena, Montana From: Jon Munkers, Principal Deer Lodge, Montana TerraGraphics Las Vegas, Nevada Richland, Washington Date: September 18, 2015 **Project Code:** 14072 Subject: Proposal for Construction Support Services

TerraGraphics is pleased to provide the Moscow Urban Renewal Agency with this scope of work and cost proposal for supporting the construction support for the remediation at the 6<sup>th</sup> and Jackson site in Moscow, Idaho.

# SITE DESCRIPTION, BACKGROUND, AND HISTORY

The City of Moscow (City), through the Greater Moscow Area Coalition (the Coalition) Assessment Grant BF-00J24101 and on behalf of the Moscow Urban Renewal Agency (URA), was awarded an EPA grant for 217 and 317 W. 6<sup>th</sup> Street (6<sup>th</sup> and Jackson Street) to address environmental challenges prior to redevelopment. Between 2008 and 2014, the Site had multiple assessments to characterize potential recognized environmental conditions (RECs) identified prior to redevelopment. Previous assessments identified bulk storage of agricultural chemicals on Site, a small heating oil underground storage tank (UST), and characterized pesticide concentrations in surface soil in the area of the above ground storage tanks (ASTs). A Limited Phase II Environmental Site Assessment (ESA) revealed elevated soil and groundwater concentrations of nitrate, ammonia, arsenic, and Total Kjeldahl Nitrogen (TKN). This proposal provides a scope of work that supports remedial efforts to address nutrients onsite as outlined within the Analysis of Brownfields Cleanup Alternatives (ABCA).

# SCOPE OF WORK

The objective of this scope of work is to provide support for construction. This effort will support the remedial efforts as part of the URA Brownfields projects funded by EPA. The scope of each task is summarized below, along with a project schedule.

# www.terragraphics.com

**Corporate Office:** 

# Task 1 – Construction Observation & Documentation

TerraGraphics staff will coordinate with the URA staff and selected contractor to support construction and observation for soil removals at the 6<sup>th</sup> and Jackson site. TerraGraphics will:

- Participate in preconstruction conference to answer any questions related to the project.
- Observational confirmation and documentation of excavation extent (for future closeout report)
- Application of WilClear product within excavation sites
- Participation in 1 project progress meeting with contractor if needed Final site inspection upon project completion to confirm work completion and restoration
- Final construction project documentation report compilation
- Misc. project coordination

# **Deliverables**

Construction Documentation

Each deliverable will be submitted electronically for review. We will address comments and issue a final electronic version of each deliverable.

# SCHEDULE

The proposed schedule is outlined below.

• 2-weeks post construction – Provide construction notes and documentation

# **ESTIMATED COST**

Cost Estimate of Personnel, Function, and Labor, TerraGraphics' estimated cost to complete this project is \$2,362. We look forward to working on this project. Please feel free to contact me with any questions. Thank you for the opportunity to provide an estimate for this work.



# **Cost Proposal - QAPP/Land Application Permit**

Date: 09/18/15			
Project: City of Moscow - 217 & 317 E. 6th Street	Project Number: 14072	2	
Client: City of Moscow	Project Manager: Robi	n Nimmer	
Client Contact: Kyle Steele			
Client Address:			
P.O. Box 9203			
Moscow, ID 83843			
208-883-7000			
Project Address: 217 & 317 E. 6th Street, Moscow, ID			
Phase Description	Hours	Billing Rate	(

Phase Description	Hours	Billing Rate	Contract Total
City of Moscow - 217 & 317 E. 6th Street			
Task 1. Construction Observation & Documentation			
Labor			
Engineer II - Cara Haley	16	93.95	\$1,503.20
Env Tech II - Tom Jenkins	4	49.77	\$199.08
Principal Engineer - Derek Forseth	5	111.92	\$559.60
Principal Scientist - Jon Munkers	1	100.39	\$100.39
		Labor total	\$2,362.27
		Task 1 total	\$2,362.27

Total

\$2,362.27