

NAMPA HIGHWAY DISTRICT NO. 1

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR THE
STAR & CHERRY
ROUNDAABOUT PROJECT**

October 2020



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ISPMC - ADVERTISEMENT FOR BIDS

PROJECT TITLE: **STAR & CHERRY ROUNDABOUT PROJECT**

Separate sealed BIDS for the construction of a roundabout at the intersection of Star Rd. and Cherry Ln., in Canyon County, Idaho, and other related work as set forth in the Contract documents for Star & Cherry Roundabout Project will be received by the Nampa Highway District No. 1 at 4507 12th Avenue Road, Nampa, Idaho 83686, until **10:00 a.m.** local time on **Thursday, October 29, 2020** and then at said office publicly opened and read aloud.

The work involves removal of old pavement, earthwork, drainage, piping, aggregate ballast, paving, curb and gutter, approaches, traffic islands, and temporary and permanent traffic control. It is the intent of these documents to describe the work required to complete this project in sufficient detail to secure comparable bids. All parts or work not specifically mentioned which are necessary in order to provide a complete installation shall be included in the bid and shall conform to all Local, State and Federal requirements.

There are no Federal funds utilized in this project.

The PROJECT DOCUMENTS may be examined at the following location(s):

Nampa Highway District No. 1, 4507 12th Avenue Road, Nampa, Idaho
between 6:30 a.m. and 4:30 p.m., Monday through Thursday

The PROJECT DOCUMENTS may be obtained electronically (by email) at no charge by contacting the Assistant District Engineer at (208) 467-6576 or nick@nampahighway1.com. Recipients will be placed on a Bidders' List and notified of any Addendums.

In determining the lowest responsive bid, the Owner will consider all acceptable bids on a basis consistent with the bid package. The Owner will also consider whether the bidder is a responsible bidder.

Before a contract will be awarded for work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent low bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

All bids must be signed and accompanied by evidence of authority to sign.

Bids must be accompanied by Bid Security in the form of a bid bond, certified check, cashiers check or cash in the amount of 5% of the amount of the bid proposal. Said bid security shall be forfeited to the Nampa Highway District No. 1 as liquidated damages should the successful bidder fail to enter into contract in accordance with their proposal as specified in the Instructions to Bidders.

The Nampa Highway District No. 1 reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept the proposal deemed most advantageous to the best interest of the Nampa Highway District No. 1.

October 15, 2020

Nicolas J. Lehman, P.E.
Assistant District Engineer

Dates Advertised: October 15, 2020; October 22, 2020

ISPWC - BIDDER'S CHECK LIST

The Bidder's Check List is offered to assist the prospective bidder in checking his/her Bid. This checklist does not relieve the bidder from properly completing his/her Bid.

Check off when completed:

1. _____ Are all blank spaces filled out on Bid Form?
2. _____ Have questions arising from the bidding, contract, specifications or plans been submitted to the proper authority and resolved in the proper manner?
3. _____ Are Bid amounts shown correctly as well as extensions and totals? Recheck for errors or omissions. Both lump sum and unit prices must be shown in words and figures.
4. _____ Are authorized signatures properly affixed to the Bid form, giving also title, and Idaho Public Works Contractor license number, evidence of authority to sign, etc.?
5. _____ Have all plumbing, heating, air conditioning and electrical subcontractors to whom work will be awarded been listed, as well as their Idaho Public Works Contractor license number?
6. _____ Have all other subcontractors, suppliers, individuals or entities as required in the Instructions to Bidders been listed, and in the case of subcontractors, their Idaho Public Works Contractor license number?
7. _____ Have all Addenda been received and acknowledged with the proper signature on the Bid Form?
8. _____ In order for a Bid to be considered, the Bid form, Bid Security, naming of subcontractors form, and other required attachments must be placed in a properly addressed sealed envelope and delivered to the specified authority prior to the time designated for the bid opening.
9. _____ Has Bid Security been enclosed?
10. _____ Has Bidder performed examinations in accordance with the Instructions to Bidders?
11. _____ Has Bidder included additional information required in Article 15 of the Instructions to Bidders?

INSTRUCTIONS TO BIDDERS

STAR & CHERRY ROUNDABOUT PROJECT

TIME AND PLACE FOR DELIVERY OF BIDS:

Date: Thursday, October 29, 2020

Time: 10:00 a.m.

Place: Nampa Highway District No. 1
4507 12th Avenue Road
NAMPA, IDAHO 83686

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents [may be obtained electronically \(by email\) at no charge by contacting the Assistant District Engineer at \(208\) 467-6576 or \[nick@nampahighway1.com\]\(mailto:nick@nampahighway1.com\)](#). Recipients will also be put on a Bidders' List and notified of any Addendums.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within [five](#) days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below:
- A. [Bidder's Idaho Public Works Contractor License Number](#).

- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.03 Idaho Code 54-1902 requires Bidder and subcontractors to have the appropriate Public Works Contractor's License to submit a Bid or proposal for this project.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 Hazardous Environmental Condition

A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and

possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.06 (not used)
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
 - B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. (not used)
 - E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
 - F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A pre-Bid conference will **not** be held.

ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5%** of Bidder's maximum Bid price and in the form of cash, a certified check, cashier's check, or a Bid

bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute,

Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 Per Idaho Code 67-2310, Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required by this section shall render any Bid submitted by the Bidder unresponsive and void. Use naming of subcontractors form 00440.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.

- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown. Include evidence of authority to sign.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
- 13.12 The Bid shall contain evidence of Bidder's authority and qualification to do business in Idaho. If the project is federally funded, signing the Bid Form constitutes a covenant to obtain such qualification prior to award of the Contract. Bidder's Idaho Public Works Contractor License Number shall also be shown on the Bid form.
- 13.13 All bids must be on the Bid Form provided in the Bidding Documents. Bids must be enclosed in a sealed envelope, endorsed and addressed as follows:

Nampa Highway District No. 1
Attn: "Star & Cherry Roundabout Project – Bid Submittal"
4507 12th Avenue Road
Nampa, Idaho 83686

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

- 14.01 *Lump Sum* (not used)
- 14.02 *Unit Price*
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 14.03 *Allowances* (not used)
- 14.04 *Completion Time Comparisons* (not used)

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package (as described in paragraph 13.13 above), with the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside as described in paragraph 13.13 above. A mailed Bid shall be addressed as described in paragraph 13.13 above.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 (not used)
- 16.03 Relief from Bids. (a) If an awarding authority for the public entity determines that a Bidder is entitled to relief from a Bid because of mistake, the authority shall prepare a report in writing to document the facts establishing the existence of each element required in Section 54-1904C, Idaho Code. The report shall be available for inspection as a public record and shall be filed with the public entity soliciting bids. (b) A Bidder claiming a mistake satisfying all the conditions of Section 54-1904C, Idaho Code, shall be entitled to relief from the Bid and have any Bid Security returned by the public entity. Bidders not satisfying the conditions found in Section 54-1904C, Idaho Code, shall forfeit any Bid Security. Bidders failing to execute a Contract and not satisfying the conditions of a mistake shall also forfeit any Bid Security.
- 16.04 Grounds for Relief. The Bidder shall establish to the satisfaction of the public entity that:
- a) A clerical or mathematical mistake was made;
 - b) The Bidder gave the public entity written notice within five (5) calendar days after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred; and
 - c) The mistake was material.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter,

Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

22.01 (not used)

22.01 Refer to Article 6 of the General Conditions for tax requirements.

ARTICLE 23 – RETAINAGE

23.01 Provisions for retainage are as established in Article 6 of the Agreement.

ARTICLE 24 – CONTRACTS TO BE ASSIGNED

24.01 (not used)

ARTICLE 25 – PARTNERING

25.01 (not used)

BID FORM

STAR & CHERRY ROUNDABOUT PROJECT

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid is submitted to: Nampa Highway District No. 1
4507 12th Avenue Road
Nampa, Idaho 83686
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
 - B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been identified in SC-4.02 as containing reliable "technical data."
 - E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained

from visits to the Site; the Bidding Documents; and the Site-related reports identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder safety precautions and programs incident thereto.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work per the prices established in the Document 00411 Bid Schedule:

BID SCHEDULE SUMMARY

Description	Total Price
Star & Cherry Roundabout Project	\$ _____ . ____

Bid prices listed shall include all applicable taxes and fees.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that (1) each bid unit price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of a cashier’s check, or certified check, or a Bid bond;

B. Document 00411 Bid Schedule (with amounts for Unit Bid Price and Bid Item Total provided by Bidder for each Item).

C. Proposed Subcontractor and Idaho License No. for electrical work:

Name: _____

Address: _____

License No.: _____

D. Bidder's Idaho Public Works Contractor License No. _____

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual’s signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Idaho is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

Idaho Public Works Contractor License No. _____.

**BID SCHEDULE
STAR ROAD AND CHERRY LANE ROUNDABOUT**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
201.4.1.C.1	REMOVAL OF OBSTRUCTIONS	1	LS		
202.4.1.A.1	EXCAVATION (PLAN QUANTITY)	22,600	CY		
202.4.5.A.1	UNSUITABLE MATERIAL EXCAVATION	500	CY		
207.4.1.A.3	STORMWATER FILTERS (BIOINFILTRATION SWALE) - 8' WIDE WITH DRAIN ROCK TRENCH	2,220	LF		
307.4.1.K.5	SOFT SPOT REPAIR CRUSHED AGGREGATE BASE MATERIAL (0 TO 10 CY)	10	CY		
307.4.1.K.7	SOFT SPOT REPAIR CRUSHED AGGREGATE BASE MATERIAL (11 CY AND ABOVE)	490	CY		
601.4.1.A.1.12	12" GRAVITY IRRIGATION PIPE, CLASS V RCP	391	LF		
601.4.1.A.05.12A	12" DRAINAGE OR GRAVITY IRRIGATION PIPE, CLASS C900 PVC	191	LF		
601.4.1.A.05.12B	12" GRAVITY IRRIGATION PIPE, CLASS DR 41-PIP (100 PSI) PVC	38	LF		
601.4.1.A.05.18	18" GRAVITY IRRIGATION PIPE, CLASS DR 41-PIP (100 PSI) PVC	403	LF		
601.4.1.A.11.18A	18" GRAVITY IRRIGATION PIPE, CLASS 12 GAUGE CORRUGATED GALVANIZED STEEL (CGSP)	38	LF		
601.4.1.A.17.12	12" DRAINAGE PIPE, TYPE S CORRUGATED POLYETHYLENE PIPE (CPP) - PERFORATED	91	LF		
601.4.1.A.26.12	12" GRAVITY IRRIGATION PIPE, CLASS DR 17 HIGH DENSITY POLYETHYLENE (HDPE)	984	LF		
601.4.1.A.26.18	18" GRAVITY IRRIGATION PIPE, CLASS DR17 HIGH DENSITY POLYETHYLENE (HDPE)	543	LF		
602.4.1.C.1	SHALLOW GRAVITY IRRIGATION MANHOLE, TYPE ISPWC SD-615	6	EA		
602.4.1.F.1	CATCH BASIN, TYPE I	2	EA		
602.4.1.M.1	CONCRETE IRRIGATION BOX - SIZE 4'X4'	8	EA		
705.4.1.A.1	PORTLAND CEMENT CONCRETE PAVEMENT - CLASS 4000A, 9-INCH THICKNESS (COLORED TRUCK APRON)	380	SY		
706.4.1.A.5	STANDARD 6-INCH VERTICAL CURB & GUTTER	1,460	LF		

**BID SCHEDULE
STAR ROAD AND CHERRY LANE ROUNDABOUT**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
706.4.1.A.9.A	MOUNTABLE ROUNDABOUT CURB (NO GUTTER), SIZE 3-INCH (TRUCK APRON)	300	LF		
706.4.1.A.9.B	MOUNTABLE ROUNDABOUT CURB (NO GUTTER), SIZE 4-INCH (SPLITTER ISLAND)	1,860	LF		
706.4.1.A.9.C	MOUNTABLE ROUNDABOUT CURB (NO GUTTER), SIZE 6-INCH (CENTER ISLAND)	210	LF		
706.4.1.A.9.D	8-INCH VERTICAL CONCRETE CURB FOR FUTURE 4" FACE WITH PEDESTRIAN CROSSING	87	LF		
706.4.1.A.11	MOUNTABLE ROUNDABOUT CURB & GUTTER, SIZE 6-INCH	1,880	LF		
706.4.1.F.1	CONCRETE DRIVEWAY APPROACH	310	SY		
801.4.1.B.1	6" MINUS UNCRUSHED AGGREGATE BASE	18,800	TON		
802.4.1.B.1	CRUSHED AGGREGATE FOR BASE TYPE - I	7,300	TON		
810.4.1.A.1	PLANT MIX PAVEMENT - SP-3	4,800	TON		
1102.4.1.A.1	STREET LIGHT, TYPE STEEL	12	EA		
1102.4.1.F.1.B	JUNCTION BOX, S-40T/ADA	38	EA		
1102.4.1.G.1	SERVICE PEDESTAL	1	EA		
1102.4.1.H.1.A	INSTALL SPARE CONDUIT, WITH LOCATE WIRE	1,830	LF		
1102.4.1.H.1.B	INSTALL STREET LIGHTING CONDUIT, WITH CABLING INDICATED	1,850	LF		
1103.4.1.B.1	TRAFFIC CONTROL SIGNS	1,700	SF		
1103.4.1.C.1	TRAFFIC CONTROL BARRICADE - TYPE III	22	EACH		
1103.4.1.D.1	TRAFFIC CONTROL DRUMS	100	EACH		
1103.4.1.H.1	PORTABLE TUBULAR MARKERS	100	EACH		
1103.4.1.I.1	TRAFFIC CONTROL FLAGGERS	200	HR		

**BID SCHEDULE
STAR ROAD AND CHERRY LANE ROUNDABOUT**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
1103.4.1.J.1	TRAFFIC CONTROL MAINTENANCE	640	MNHR		
1104.4.1A.1	PAVEMENT LINE PAINT OR PAINTED PAVEMENT MARKINGS	6,200	SF		
1105.4.1.E.1	ROADSIDE TRAFFIC SIGN INSTALLATION (ONE METAL POST)	26	EA		
1105.4.1.F.1	ROADSIDE TRAFFIC SIGN INSTALLATION (TWO METAL POST)	8	EA		
1105.4.1.G.1	CHANNELIZER (18" YELLOW)	12	EA		
2010.4.1.A.1	MOBILIZATION	1	LS		
2020.4.1.F.1	REFERENCE AND RESET MONUMENT	5	EA		
2030.4.1.A.1	MANHOLE ADJUST TO GRADE	5	EA		
2030.4.1.C.1	VALVE BOX, ADJUST TO GRADE	5	EA		
2050.4.1.C.1	SUBGRADE SEPARATION GEOTEXTILE, TYPE III	18,780	SY		
SP 02020	GRAVEL REPAIR	110	SY		
SP 06007	ABANDON EXISTING WELL	1	EA		
SP 06013	STORMWATER MANAGEMENT PLAN PREPARATION & APPROVAL	1	LS		
SP 06035	24" PIPE RISER W/ GRATED MANHOLE LID	1	EA		
SP 07013	COLORED AND PATTERNED CONCRETE	700	SY		
SP 08120	ASPHALT REPAIR	580	SY		
SP 09022	CONCRETE HEADWALL	4	EA		
SP 20003	TEMPORARY CONSTRUCTION FENCING	400	LF		
SP 20101	TEMPORARY CONCRETE BARRIER RAIL	80	LF		

**BID SCHEDULE
STAR ROAD AND CHERRY LANE ROUNDABOUT**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
SP 20110	CONCRETE BLOCK WALL WITH BRICK VENEER	130	LF		
SP 20200	SURVEY	1	LS		
SP 20201A	DIRECTED SURVEYING FIELD CREW	40	HR		
SP 20201B	DIRECTED SURVEYING OFFICE COMPUTATIONS	40	HR		
SP 25050	4" TOPSOIL	500	SY		
SP 25080	REMOVE AND RESET MAILBOX	12	EA		
SP 29055	HYDROSEEDING	650	SY		
SP 29060	LANDSCAPE ROCK (WITH WEED BARRIER)	10,780	SY		
SP 29065	SOD REPAIR	500	SY		
SP 29067	REPAIR LANDSCAPING	740	SY		
SP 29093	REMOVE TREE 6"+	82	EA		
SP 29101	REPAIR SPRINKLER SYSTEM	1,380	LF		
TOTAL PRICE					

Any Proposal shall be deemed unresponsive which contains omissions, erasures or alterations not initialed, additions of any kind, prices uncalled for, prices which are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published "Invitation to Bid".

BIDDER: _____

September 30, 2020

BID BOND

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

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

Nampa Highway District No. 1
4507 12th Avenue Road
Nampa, Idaho 83686

BID

Bid Due Date: **October 29, 2020**
Description (*Project Name and Include Location*):
Star & Cherry Roundabout Project, Nampa, Idaho

BOND

Bond Number: _____
Date (*Not earlier than Bid due date*): _____
Penal sum _____ \$ _____
(Written in Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal) Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between [the Nampa Highway District No. 1, a body corporate and politic of the State of Idaho](#) (“Owner”) and _____ (“Contractor”). Owner and Contractor hereby agree as follows:

WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

[Star & Cherry Roundabout Project, Nampa, Idaho](#)

THE PROJECT

1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

[Star & Cherry Roundabout Project, Nampa, Idaho](#)

ENGINEER

3.01 The Project has been designed by [Six Mile Engineering, 704 E. United Heritage Court, Suite 204, Meridian, Idaho 83642.](#)

3.02 [The Owner has retained Stanley Consultants, 408 S Eagle Rd., Ste 209, Eagle ID 83616](#) (Engineer), to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

B. The Work will be substantially completed on or before [May 1, 2021](#), and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before [May 10, 2021](#).

4.03 *Days to Achieve Substantial Completion and Final Payment (not used)*

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. (not used)
- B. The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A

of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 2. The Contractor is notified and accepts by execution of the Agreement, that progress payments may not be made for up to 60 (sixty) days from the date of approval of the payment request by the Owner.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at substantial completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER'S sole discretion, reduce the amount of retainage being held.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 5 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. The Contractor is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).
- K. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and

Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages _____ to _____, inclusive).
3. Payment bond (pages _____ to _____, inclusive).
4. Other bonds (*not used*).
5. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached).
6. Supplementary Conditions (pages _____ to _____, inclusive).
7. Special Provisions (pages 1 to 33, inclusive).
8. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction (not attached).
9. Drawings consisting of 39 sheets with each sheet bearing the following general title: **STAR ROAD AND CHERRY LANE ROUNDABOUT**.
10. Addenda (numbers _____ to _____, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents may be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions* (not used)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

Nampa Highway District No. 1

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Nampa Highway District No. 1

4507 12th Avenue Road

Nampa, Idaho 83686

Idaho Public Works

Contractors License No.: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

Nampa Highway District No. 1
4507 12th Avenue Road
Caldwell, Idaho 83686

CONTRACT

Effective Date of Agreement:

Amount (Figures):

Description (*Name and Location*): **Star & Cherry Roundabout Project, Nampa, Idaho**

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – <i>(Name, Address and Telephone)</i> Surety Agency or Broker: Owner's Representative <i>(Engineer or other party)</i> :
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PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

Nampa Highway District No. 1
4507 12th Avenue Road
Caldwell, Idaho 83686

CONTRACT

Effective Date of Agreement:

Amount (Figures):

Description (*Name and Location*): Star & Cherry Roundabout Project, Nampa, Idaho

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated

to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner’s Representative *(Engineer or other)*:

SUPPLEMENTARY CONDITIONS

Star & Cherry Roundabout Project

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, ISPWC Division 100. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner shall furnish to Contractor **one (1)** printed or hard copy of the Drawings and Project Manual and one set in electronic format.

SC-4.02 Add the following new paragraphs immediately after Paragraph 4.02.B:

- C. The following reports of explorations and tests of subsurface conditions at or contiguous to the Site are known to Owner:
 - 1. Report dated **February 4, 2019**, prepared by **Terracon Consultants, Inc., Boise, Idaho**, entitled: **“Final Geotechnical Engineering Report, Star Road and Cherry Lane Roundabout, Caldwell, Idaho, Terracon Project No. 62185085”**, consisting of **29** pages. The “technical data” contained in such report upon which Contractor may rely **are subsurface bore results and infiltration rate test results**.
- D. The following drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) are known to Owner:
 - 1. Drawings dated **September 26, 2019**, of **utility, irrigation and drainage features**, prepared by **Six Mile Engineering, Meridian, Idaho**, entitled: **“Utility Plans”**, consisting of **22** sheets.
 - a. None of the contents of such drawings is "technical data" on which Contractor may rely.
- E. The reports and drawings identified above are not part of the Contract Documents, but the “technical data” contained therein upon which Contractor may rely, as expressly identified and established above, are incorporated in the Contract Documents by reference. Contractor is not entitled to rely upon any other information and data known to or identified by Owner or Engineer.

- F. Copies of reports and drawings identified in SC-4.02.C and SC-4.02.D that are not included with the Bidding Documents may be examined at [the Nampa Highway District No. 1 office, 4507 12th Avenue Road, Nampa, Idaho](#) during the hours of 6:30 a.m. to 4:30 p.m., Monday through Thursday.

SC-4.05.A Add the following to the end of the paragraph:

At the discretion of the Owner, any stakes or benchmarks that are carelessly or willfully destroyed or disturbed by the Contractor will be replaced by the Owner and the cost charged to the Contractor.

SC-4.05 Add the following new paragraph immediately after Paragraph 4.05.A:

- B. The Owner shall provide engineering surveys to establish the following reference points for construction control: [As indicated in the Contract Documents.](#)

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

- | | |
|---|--------------------------------|
| a. State: | Statutory |
| b. Applicable Federal (e.g., Longshoreman's): | Statutory |
| c. Employer's Liability: | \$1,000,000.00 |

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- | | |
|--|--------------------------------|
| a. General Aggregate | \$1,000,000.00 |
| b. Products - Completed Operations Aggregate | \$1,000,000.00 |

- c. Personal and Advertising Injury \$ 500,000.00
 - d. Each Occurrence (Bodily Injury and Property Damage) \$ 500,000.00
 - e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
 - f. Excess or Umbrella Liability
 - General Aggregate \$1,000,000.00
 - Each Occurrence \$1,000,000.00
3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
- a. Combined Single Limit of \$1,000,000.00
4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
- a. Bodily Injury:
 - Each person \$ 500,000.00
 - Each Accident \$ 500,000.00
 - b. Property Damage:
 - Each Accident \$ 500,000.00
 - Annual Aggregate \$1,000,000.00

SC-5.06.A. Delete Paragraph 5.06.A in its entirety and insert the following in its place:

- A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:
 - 1. include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;
 - 2. be written on a Builder’s Risk “all-risk” policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that

caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. allow for partial utilization of the Work by Owner;
6. include testing and startup;
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and
8. comply with the requirements of Paragraph 5.06.C of the General Conditions.

SC-5.10 Add the following language at the end of the Paragraph 5.10 of the General Conditions:

- A. The property insurance shall contain no partial occupancy restriction for utilization of the Project by the Owner for the purpose intended.

SC-6.02 Add the following language at the end of Paragraph 6.02.B of the General Conditions:

- B. Contractor (and subcontractors) regular working hours consist of **up to 11 hour** working hours within **an 11 hour** period between 7:00 a.m. and 6:00 p.m., excluding Sundays and holidays.

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

- H. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

- G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

SC-8.12 Add a new paragraph immediately following paragraph 8.11 of the General Conditions as follows:

- A. Owner will furnish Project representation during the construction period. The duties, responsibilities and limitations of the authority specified for the Engineer in Article 9-ENGINEERS STATUS DURING CONSTRUCTION, and elsewhere in the Contract Documents will be those of the Owner.

SC-9.03 Add the following new paragraphs immediately after Paragraph 9.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:
1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 3. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 5. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.

- b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
7. *Review of Work and Rejection of Defective Work:*
- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
8. *Inspections, Tests, and System Startups:*
- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
9. *Records:*
- a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - b. Maintain records for use in preparing Project documentation.
10. *Reports:*
- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.
11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
13. *Completion:*
- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
- C. The RPR shall not:
- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
 - 2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor’s superintendent.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SC-11.03.D Delete Paragraph 11.03.D in its entirety and insert the following in its place:

- D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
1. if the Bid price of a particular item of Unit Price Work amounts to 50 percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 10 percent from the estimated quantity of such item indicated in the Agreement; and
 2. if there is no corresponding adjustment with respect to any other item of Work; and
 3. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-12.01.C Contractor's Fee. Delete the semicolon at the end of GC 12.01.C.2.c, and add the following language:

, provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work;

SPECIAL PROVISIONS

Star Road and Cherry Lane Roundabout



Six Mile Engineering, PA
October 9, 2020

SPECIAL PROVISIONS

GENERAL NOTES

1. Basis of Payment

Except as modified herein, the various work called for on the Bid Schedule shall be performed, measured and paid for as indicated on said Bid Schedule and as provided in the following:

- Idaho Standards for Public Works Construction (ISPWC), 2017 Version
- Highway Standards and Development Procedures for the Association of Canyon County Highway Districts (ACCHD), 2017 Version
- City of Nampa Standard Construction Specifications to the ISPWC
- These Special Provisions

The Contractor is required to be a holder of the 2017 ISPWC, the 2017 Highway Standards and Development Procedures for ACCHD, which modifies selected requirements of the ISPWC, and the City of Nampa 2015 Standard Construction Specifications and 2019 Supplementals.

No separate payment will be made for items not specifically called out in the Bid Schedule. Any such work shall be considered incidental to other items of work and no separate payment will be made.

2. Basis of Quantities

Unless otherwise specified herein, all quantities are based upon in-place, completed and accepted units.

3. Project Maintenance and Local Access During Construction

The Contractor shall be responsible for project maintenance throughout the life of the contract. This responsibility includes, but is not limited to, blading, sweeping, proper and adequate drainage, access for emergency equipment, appropriate access for property owners, and dust control. All project maintenance activities shall also conform to requirements specified in any project permits. BMPs at the project site shall be the sole responsibility of the contractor.

The Contractor shall be responsible for maintaining both on-site and off-site roadway facilities that are adversely affected by construction activities, including hauling. This maintenance may include, but is not limited to, street sweeping to eliminate tracking (within the project limits, adjacent streets, private driveways, and parking lots), and roadway repairs due to truck and equipment traffic. Required roadway facility maintenance shall be at the discretion of Nampa Highway District No. 1 (NHD).

The Contractor shall provide a water truck and driver for dust abatement use at NHD's discretion. Failure to adequately provide dust control shall be adequate cause for stopping work. The costs to provide dust control by other than the Contractor shall be deducted from the progress estimates.

The Contractor shall backfill trenches as soon as possible the same day the trench is excavated. Pipe and conduit crossings, manholes, and miscellaneous construction in existing roadways remaining open to traffic shall be constructed with temporary asphalt patches.

Access to adjacent properties shall be maintained at all times. This shall include providing an adequate surface (free of protruding rocks, holes and mud) for all emergency vehicles, vehicles traveling to nearby residences and businesses, and pedestrians. The cost to maintain access shall be considered incidental to other items of work and no separate payment will be made.

The cost of all project maintenance and roadway facility work, including temporary asphalt patches if needed, shall be considered incidental to item 2010.4.1.A.1, Mobilization.

4. Retain and Protect Existing Items

The Contractor shall retain and protect facilities and items on or adjacent to the public right-of-way and temporary construction easements unless specifically noted otherwise on the plans. Any damage to such facilities or items shall be promptly repaired to same or better condition. The work for protection and repair shall be incidental to other items of work and no separate payment shall be made.

5. Protection of Trees and Bushes

The Contractor shall be responsible for protecting the existing trees not called out for removal within the project area and must use practicable care in the protection of trees, tree branches and tree roots within the construction limits. Excavation for the proposed improvements shall be carried out in a way that avoids root damage as much as practicable. This may require handwork, which shall be considered incidental to other items of work and no separate payment will be made.

Trimming of tree branches and roots, if required, shall be conducted by a certified arborist. The work for protection and trimming of trees shall be incidental to other items of work and no separate payment shall be made.

6. Property Owner Coordination

The Contractor shall prepare a public informational flier describing the project, the anticipated duration and any anticipated changes to current traffic patterns due to the project. The Contractor's flier shall list the project schedule and typical work hours. After approval by NHD, this flier shall be delivered by the Contractor to residences and businesses within a 1,000-foot radius of the project.

The Contractor shall coordinate items of work affecting adjacent property with the property owners or their agents.

Property Owner Coordination shall be considered incidental to other items of work and no separate payment will be made.

7. **On-Site Supervision**

The General Contractor shall provide competent on-site supervision during all construction activities, including SUBCONTRACTOR activities. The General Contractor's superintendent and the Subcontractors' superintendents shall be identified at the preconstruction conference and shall at a minimum be on-site from the notice to proceed date to the completion date. If for any reason the superintendent needs to be replaced by the General Contractor, a written notice must be submitted to NHD within (5) five working days before the event occurs.

8. **Prosecution of Work**

The Contractor's construction activities are limited as follows:

- Contractor shall maintain traffic on one paved travel lane in each direction on Star Road and Cherry Lane until receiving approval from NHD to close the intersection. The Contractor shall request approval to close the intersection a minimum of 14 days prior to the anticipated closure date, with the closure allowed up to 75 consecutive days.
- Contractor shall develop a detailed detour plan that shall be submitted and approved by NHD 14 days prior to implementation. The detour plan shall address how local traffic will access adjacent parcels, while restricting non-local traffic from entering the construction zone. The Contractor shall also coordinate with Ken Nutt, City of Nampa Traffic Maintenance Supervisor, 208-468-5717, for the City to modify traffic signal heads, signs, and operations as needed at the Star and Franklin intersection, item 2010.4.1.A.1, Mobilization.

No variance to the construction limitations in the Prosecution of Work will be allowed without prior written approval from NHD.

9. **Substantial and Final Completion**

Substantial Completion. Substantial completion shall occur no later May 1, 2021. Substantial completion is defined as having the roadway paving and approaches completed and the intersection open to one travel lane in each direction on Star Road and Cherry Lane. The Contractor shall notify NHD in writing five (5) days before his proposed substantial completion date, so NHD can complete the punch list and prepare the substantial completion notice. If the Contractor has not achieved substantial completion by the required date, the liquidated damages clause of the contract related to substantial completion will be enforced.

Final Completion. After issuance of the substantial completion notice, the Contractor will have ten (10) working days to complete all of punch list items. If the Contractor has not finished all contract requirements and/or punch list items after the ten (10) working days, the liquidated damages clause of the contract related to ready-for-final-payment will be enforced.

10. **Coordination with Utilities**

It shall be the Contractor's responsibility to contact and coordinate with the various utility companies as necessary for the successful completion of the project. This coordination effort shall include, but not be limited to, working other than normal operation hours to permit the relocation of utilities and construction of the roadway within the time frame of

this contract. The cost to contact and coordinate with utilities shall be considered incidental to other items of work and no separate payment will be made. The Contractor shall include following timeframes in their CPM schedule for utilities relocations.

CenturyLink

Brandy Walker
3110 Commercial Way
Caldwell, ID 83605
Brandy.walker@centurylink.com

CenturyLink is currently designing their relocations for this project. For scheduling purposes, assume 4 weeks for CenturyLink to relocate their facilities. The Contractor shall coordinate with CenturyLink to verify schedule and duration of relocations. The Contractor shall retain and project CenturyLink's facilities.

City of Nampa

Daniel Badger, City Engineer
411 Third St. So.
Nampa, ID 83651
badgerd@cityofnampa.us

The City of Nampa is installing new facilities within the project limits; however, this work should be completed prior to construction of this project. The Contractor shall retain and protect City of Nampa's facilities. New manholes and valve covers may require adjustment with this project, items 2030.4.1.A.1, Manhole Adjust to Grade, and 2030.4.1.C.1, Valve Box, Adjust to Grade.

Idaho Power

Ethan Morgan
1221 W. Idaho Street
Boise, ID 83702
emorgan@idahopower.com

Idaho Power intends to take 6 weeks to complete their relocations and have their poles topped out for joint use transfers after trees are removed from the project. After joint users have completed their transfers, Idaho Power will return to remove the old poles, which they estimate will take approximately 1 week. Contractor shall retain and protect Idaho Power facilities.

Intermountain Gas Company

Brian Bettis
2921 Caldwell Blvd.
Caldwell, ID 83651
Brian.Bettis@intgas.com

Intermountain Gas will adjust/reconstruct their facilities during construction of this project. They estimate 3 weeks to complete their work. Contractor shall retain and protect Intermountain Gas' facilities.

Sparklight

Matthew Gibbs

2101 E. Karcher Rd.
Nampa, ID 83687
Matthew.Gibbs@sparklight.biz

Sparklight intends to adjust their facilities following Idaho Power's relocations. They estimate 3 weeks to complete their work. Contractor shall retain and protect Sparklight facilities.

Zayo Fiber Solutions

Kip Wright
350 N. Mitchell St.
Boise, ID 83704
Kip.wright@zayo.com

Zayo is currently designing their relocations for this project. For scheduling purposes, assume 4 weeks for Zayo to relocate their facilities. The Contractor shall coordinate with Zayo to verify schedule and duration of relocations. The Contractor shall retain and project Zayo's facilities.

Utility coordination was requested during the design of this project. Utility information is shown only for surface features, and if provided by the owner of the utility for non-surface features. The information shown is for reference purposes only and does not necessarily represent actual field conditions. The Engineer assumes no liability for the accuracy of the information shown, or conflicts due to inaccurate or incomplete utility information. The Contractor shall call Dig Line a minimum of 48 hours prior to any excavation to request utility locations at 800-342-1585.

Utility adjustments, relocations, or replacements may or may not be completed prior to construction. The Contractor shall coordinate and accommodate work with the utility companies.

The Contractor shall expose all existing utility crossings to verify locations and elevations prior to any other construction that may affect those utilities. The cost associated with exposing the existing utilities is considered incidental to the project and no separate payment will be made.

The Contractor shall notify the underground utility owners 48 hours before final paving to allow for adjustments to valves or manholes.

11. CPM Schedule and Gantt Chart Requirements

The Contractor shall furnish NHD with Gantt Charts and a CPM Schedule of their work.

Acceptance of any schedule shall not relieve the Contractor of his responsibilities to adjust labor and equipment forces or work schedules and provide sufficient manpower and materials to complete the work within the specified contract time. All schedules shall satisfy contract milestones and the substantial completion date.

The Contractor shall not stop the work process for any length of time without written consent of NHD. Should the prosecution of the work be discontinued or changed for any

reason, the Contractor shall notify NHD at least two working days in advance of changing or resuming operations.

All costs incurred by the Contractor in preparing and updating the schedules, including the progress meetings, shall be incidental to other items. NHD may withhold progress payments if the Contractor fails to provide the schedule and updates as required.

Two copies of the initial schedule shall be submitted to NHD before the preconstruction conference and may be submitted after the Notice of Award.

Following the review of, and within seven calendar days of the schedule submission, NHD and the Contractor shall meet for joint review, correction and adjustment of the initial schedule. After the meeting, but within seven calendar days, the initial schedule shall be resubmitted to NHD. If necessary, this process shall be repeated. However, the schedule must be finalized within 30 calendar days after the "Notice to Proceed".

It is the Contractor's responsibility to provide NHD with the status of activities at any progress meeting and prepare schedule updates based on this information once it has been verified and agreed upon. Progress meetings shall be scheduled at the discretion of the Contractor and coordinated with NHD.

The Contractor shall submit one copy of the updated schedule weekly and at the time of project completion, the Contractor shall submit the final as-constructed schedule.

At a minimum, each conventional Critical Path Method (CPM) schedule submittal to NHD shall include one electronic copy of the CPM schedule compatible with Microsoft Project and Adobe PDF on CD and two hard copies of the CPM schedule.

The CPM shall conform to the following specifications:

- Schedule Report sorted by Activity or Noted Number.
- Activity information shall include activity numbers, activity descriptions, durations, float, percent complete, scheduled start and finish dates, and actual start and finish dates.
- The activity descriptions and durations shall be such that the work is readily identifiable and the progress on each activity can be readily measured.
- Activities shall include, but are not limited to, permitting, utility accommodation, pipe removal and repair, asphalt roadway surface restoration, lane markings, cleanup and traffic control removal. All schedule constraints, Contract Milestones, Intermediate Milestone Dates, the Contract Completion Date, and the Substantial Completion Date, when applicable, shall be shown.

Critical Path shall be clearly defined:

- The schedule shall clearly show the sequence and interdependence of all activities required for complete performance of all items of work under the contract and shall indicate the critical path.

- The Contractor's submittal to NHD for change order work and claims shall include an analysis of the schedule showing any schedule change, disruption, and any disruptions of contract time.
- Updated charts shall show the progress of each activity, the percent complete, remaining duration and all schedule revisions, and clearly define impact to Critical Path, if applicable.

The Contractor's CPM schedule shall include accommodation of utility adjustments, relocations, or replacements. As a result, the Contractor's schedule must be flexible and the bidding should include the potential for schedule adjustments resulting from utility performance.

The cost of this work shall be considered incidental to item 2010.4.1.A.1, Mobilization.

12. Quality Control Testing

The Contractor shall provide quality control testing throughout the project. The minimum testing requirements shall be in accordance with ISPWC Manual and ACCHD Manual standards.

It is expected that the Contractor will control his processes adequately, at the minimum frequencies specified, so that the Quality Control Testing can be used for Acceptance. However, NHD may conduct random Quality Assurance Testing throughout the project and verify that the in-place material meets the project specifications.

Quality control testing will be incidental to other items of work and no separate payment shall be made.

13. Quality Assurance Testing

NHD reserves the right to complete quality assurance testing for verification of Contractor quality control testing program and may use quality assurance for acceptance of work items.

Quality Assurance re-testing necessitated by the failure of Quality Control testing of material placed by the Contractor shall be at the Contractor's expense. These costs will be deducted from progress payments.

14. Permits

The Contractor is responsible for all required permits.

15. Construction Phasing and Traffic Control

The Contractor shall submit detailed construction phasing, detour and traffic control plans to NHD for review and approval prior to construction. The traffic control plans shall address advanced construction signing and detailed traffic control for each phase of work.

The Contractor's construction phasing and traffic control plans shall meet requirements in the Prosecution of Work section above, maintain the number of travel lanes, minimum

lane widths, and meet MUTCD requirements as adopted by the state. The cost to develop construction phasing and traffic control plans shall be considered incidental to item 2010.4.1.A.1, Mobilization.

16. Lighting

The Contractor shall submit lighting materials to the NHD for approval prior to installation. The materials shall meet the City of Nampa's 2015 Standard Construction Specifications and the City's 2019 Modifications. Allow 15 working days for material review.

The Contractor shall contact Idaho Power at 208-388-2323 and request a new service for the lighting service pedestal. Idaho Power's service installation cost shall be billed directly to the City of Nampa.

17. Stormwater and Irrigation Flows

The Contractor is responsible for transmitting existing stormwater and irrigation flows, including return water, during construction. This may require the Contractor to install temporary collection, pumping and bypass systems. All costs associated with transmitting existing flows, including installing and maintaining pumping and bypass systems for irrigation flows and flows from the temporary water quality best management practices shall be considered incidental to item 2010.4.1.A.1, Mobilization.

18. Trenches

Trench excavation, bedding, backfill, and compacting requirements shall be in accordance with Division 300 "Trenching" of the ISPWC Specifications except as noted herein. Pipe bedding material shall extend to a minimum of 6 inches above the top of the pipe. All trench backfill material more than 6 inches above the top of the pipe and below the topsoil or pavement base section shall be imported 6" minus uncrushed aggregate, or other material approved by NHD, conforming to Division 800 "Aggregates and Asphalts" of the ISPWC Specifications. All costs associated with furnishing and placing 6" minus uncrushed aggregate for trench backfill shall be considered incidental to other items of work and no separate payment will be made.

All excavation and trenching shall meet OSHA requirements and applicable sections of Division 300 "Trenching" of the ISPWC Specifications. Water levels shall be maintained below the bottom of trenches during all types of pipe laying and joining operations. The cost to complete this work, including work required to dispose of the dewatering water, shall be considered incidental to other items of work and no separate payment will be made.

The Contractor may be required to place temporary steel trench plates to accommodate traffic. All costs associated with providing and setting trench plates shall be considered incidental to other items of work and no separate payment will be made.

19. Asphalt and Concrete Cutting

All cutting of existing asphalt pavement shall be by saw. All cutting of existing concrete, including curbs and sidewalks, shall be by saw. The costs associated with cutting existing asphalt pavement and concrete shall be considered incidental to item 202.4.1.A.1.

The Contractor shall make all required cuts within the roadway prior to placing top course.

20. Sources

The Contractor shall use approved commercial sources for uncrushed aggregate base, crushed aggregate for base type I, plant mix pavement aggregates, Portland cement concrete aggregates, trench bedding and backfill.

21. Excess Material Site

The Contractor shall be responsible for providing a site for the disposal of excess or unsuitable materials. If bituminous material is to be disposed of, the site shall meet the requirements of the Idaho Department of Environmental Quality. All excess material sites shall be approved by NHD. No separate payment will be made for the acquisition or operation of the sites, or for loading, hauling or unloading the materials at the site.

22. Warning and Regulatory Signs

Existing warning and regulatory signing shall be retained and protected throughout the project limits unless otherwise noted. This may require multiple relocations, which will be incidental to other bid items. Existing warning and regulatory signs that are designated for removal and replacement and do not conflict with construction traffic control signs shall be maintained during construction and, if necessary, relocated to locations where the signs are visible to traffic and serve their original purpose, which will be incidental to other bid items.

23. Truck/Trailer Load Coverage

All loads of gravel, sand, dirt, landscape bark, and other loose material hauled on the public roadway within NHD or City of Nampa boundaries by the Contractor or any of its subcontractors, shall be covered and properly secured so as to prevent the load from dropping, sifting, leaking, or otherwise escaping from the vehicle or becoming loose, detached, or in any manner a hazard to other uses of the public roadway.

Each violation of this requirement shall be subject to liquidated damages in an amount no less than \$500.00 and no more than \$1,000.00 as determined by NHD, and such liquidated damages shall be cumulative and in addition to any other liquidated damages that might be imposed upon the Contractor.

24. Information Given Prior to Award

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the NHD's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data, or interpretations that NHD discovers is lacking and may be important to all bidders will be furnished in the form of an addenda, the receipt of which shall be acknowledged by the bidder.

25. Site Cleanup

Upon completion of all work, the Contractor shall clean the entire construction site. Final clean up shall consist of removal of all construction debris, trash, remaining construction

stakes, construction signs, etc. from the site. The Contractor shall sweep all sidewalks and streets as necessary to remove any soil, rocks, gravel or other materials. The Contractor shall clean all catch basins and manholes removing any sand, dirt, gravel or debris. Final cleanup shall be considered incidental to the project and no separate payment will be made.

26. Damage Beyond Construction Limits

Damage to property outside the construction limits of this project shall be promptly repaired by the Contractor. The cost of these repairs shall be considered incidental to other items of work and no separate payment will be made. The Contractor shall obtain a release from the property owner specifying that they are satisfied with the repair work. A copy of the letter shall be submitted to NHD. Final release of contract retainage will not be authorized until this provision has been met.

27. Coordinate Control

Coordinates for this project are a projection of the State Plane Coordinates, Idaho West Zone based on a 2600' elevation. The False Northing is 0.00', False Easting is 2625071.605, with a combination factor of 1.0000876049. Vertical is NAVD88, using GEOID03.

28. Geotechnical Engineering Report

Terracon Consultants, Inc. conducted field exploration and materials testing for this project. Their Final Geotechnical Engineering Report is dated February 4, 2019, and is available in PDF format from NHD.

29. Construction of Irrigation Improvements

All irrigation improvements shall be constructed during the irrigation off-season, generally October 15th to March 15th. All irrigation improvements shall be completed prior to March 15th, 2021, or as directed by Nampa & Meridian Irrigation District.

Irrigation work along the east leg of Star Road, south of Cherry Lane will be constructed within an existing irrigation easement.

SPECIAL PROVISIONS

1. 202.4.1.A.1 Excavation (Plan Quantity)

ON PAGE 14 OF SECTION 202 OF THE ISPWC, PART 4 – MEASUREMENT AND PAYMENT, replace Section 4.1.A with the following:

Excavation: This item shall be paid for by the cubic yard on a plan quantity basis with no final measurement, for which the price and payment shall constitute full compensation for clearing and grubbing within the earthwork limits, excavating, loading, hauling and disposing of excess excavated material and for loading, hauling, spreading, blending, shaping, drying, watering and compacting excavated material that is acceptable for the use as on-site borrow for embankment fill, and for all tools, labor and incidentals necessary to complete the work and all appurtenances not itemized on the Bid Schedule.

The plan quantity listed on the Bid Schedule represents the volume of excavated material required to construct the subgrade and cut and fill slopes as shown on the project plans and standard drawings and as described in the ISPWC and these Special Provisions. Placing and compacting on-site borrow for embankment fill is incidental to the excavation pay item and no separate payment will be made.

Payment for this item will be made under:

202.4.1.A.1 Excavation (Plan Quantity).....Per Cubic Yard

2. 705.4.1.A.1 Portland Cement Concrete Pavement – Class 4000A, 9” Thickness

ON PAGE 2 OF SECTION 705 OF THE ISPWC, PART 2.1.A - MATERIALS, add the following:

ON PAGE 6 OF SECTION 703 OF THE ISPWC, PART 2.4, add the following:

K. Color additive shall be integral to the mix and shall be Butterfield Color Uni-Mix Integral Concrete Colorant Brick Red P15, or approved equal.

ON PAGE 6 OF SECTION 705 OF THE ISPWC, PART 3.6.A, add the following:

1. Transverse joints shall be constructed radially from the center of the circle. Twenty joints shall be constructed resulting in a distance between joints measured at the outer edge of the truck apron of 14.66 feet (contractor to field verify) and 10.77 feet measured at the inner edge of the truck apron (contractor to field verify).
2. Joints shall be saw cut to a depth of 1-3/4” within 12 hours of the pour and sealed per ISPWC SD-714B for Hot Applied Sealant with No Backer Rod.

ON PAGE 8 OF SECTION 705 OF THE ISPWC, PART 3.8.A, replace with the following:

A. Apply Type 1, curing compound per ASTM C309-11 at the rate of 1 gal/150 ft² immediately after surface finishing is complete.

ON PAGE 9 OF SECTION 705 OF THE ISPWC, add the following:

PART 3.11 Concrete Pavement Repair - Any work necessary to repair cracking or any other defects of new concrete pavement will be done at the discretion of NHD in accordance with the guidelines of the “Construction Specification Guideline for Concrete Pavement Streets and Local Roads” published by the American Concrete Pavement Association. The cost of repairs shall be incidental to the cost of the concrete pavement and no separate payment will be made.

3. 706.4.1.A.9 Roundabout Curb

ON PAGE 6 OF SECTION 706 OF THE ISPWC, PART 4 – MEASUREMENT AND PAYMENT, replace items 9 and 10 with the following:

- 9A. Bid Schedule Payment Reference: 706.4.1.A.9.A
- 10A. Bid Schedule Description: Roundabout Center Island Curb, per Linear Foot

- 9B. Bid Schedule Payment Reference: 706.4.1.A.9.B
- 10B. Bid Schedule Description: Roundabout Truck Apron Curb, per Linear Foot
- 9C. Bid Schedule Payment Reference: 706.4.1.A.9.C
- 10C. Bid Schedule Description: Roundabout Splitter Island Curb, per Linear Foot
- 9D. Bid Schedule Payment Reference: 706.4.1.A.9.D
- 10D. Bid Schedule Description: 8-inch Vertical Concrete Curb, per Linear Foot

4. 801.4.1.B.1 6" Minus Uncrushed Aggregate Base

ON PAGE 2 OF SECTION 801 OF THE ISPWC, PART 2.1.B - MATERIALS, add the following:

The material shall have a minimum R-value of 70.

5. 810.4.1.A.1 Plant Mix Pavement SP-3

ON PAGE 3 OF SECTION 801 OF THE ISPWC, PART 2.1.D - MATERIALS, add the following:

3. Plant mix pavement shall be Superpave SP-3, ½ inch nominal maximum aggregate size, meeting requirements of Section 803 of the ISPWC Manual and ACCHD Manual. Asphalt cement shall be PG 64-28 meeting the requirements of Section 805. A minimum of 0.5% Anti-Stripping additive is specified.

ON PAGE 3 OF SECTION 810 OF THE ISPWC, PART 2.2 – MATERIALS, add the following:

D. Anticipated aggregate breakdown shall be considered in the mix design.

ON PAGE 15 OF SECTION 810 OF THE ISPWC, PART 3 – WORKMANSHIP, add the following:

3.14. ADDITIONAL REQUIREMENTS

A pre-paving meeting with the paving crew, foreman, quality control personnel and other key individuals shall be conducted prior to start of paving operations to ensure that everyone involved with the paving is aware of the project requirements and how their actions can affect the quality of the finished project.

Surface profile per Section 810.3.13.B is required.

The end of each day's paving shall be saw cut to a vertical edge and prepared before paving resumes.

ON PAGE 15 OF SECTION 810 OF THE ISPWC, PART 4.1 – MEASUREMENT AND PAYMENT, add the following:

This item includes all labor, materials, equipment and costs associated with saw cutting existing pavement where the project plant mix matches into existing pavement. This item also includes all labor, materials, equipment and costs associated with the furnishing and placement of an asphalt track coat on previously placed plant mix pavement. The material shall be CSS-1 emulsified asphalt diluted 50% in accordance

with Section 805. The application rate is 0.05 gallons per square yard. The tack coat will be incidental to the plant mix pavement pay item.

6. 1102.4.1.H.1 Install Conduit

ON PAGE 12 OF SECTION 1102 OF THE ISPWC, PART 4 – MEASUREMENT AND PAYMENT, add the following:

- H. Install Conduit with Cabling Indicated: Measurement and payment on a per horizontal linear foot basis for size of conduit installed, including connections and all cabling and/or locate wire as indicated on the plans. Pull cord shall be installed in all spare conduit.
 - 1. Bid Schedule Payment Reference: 1102.4.1.H.1.A
 - 2. Bid Schedule Description: Install Spare Conduit, with Locate Wire, per Linear Foot
 - 3. Bid Schedule Payment Reference: 1102.4.1.H.1.B
 - 4. Bid Schedule Description: Install Street Lighting Conduit, with Cabling Indicated, per Linear Foot

7. 1103 Items Construction Traffic Control

ON PAGE 6 OF SECTION 1103 OF THE ISPWC, PART 3 – WORKMANSHIP, add the following to Section 3.1:

- L. Temporary work zone traffic control (TTC) equipment placed in public right-of-way under NHD jurisdiction shall be placed in accordance with MUTCD Section 6F.03 and as follows.
 - 1. Ground mounted signs installed at the side of the road in rural areas shall be mounted at a height of at least 5 feet, measured from the bottom of the sign to the near edge of the pavement. In business, commercial, and residential districts where parking and / or bicycle or pedestrian movement is likely to occur, or where there are other obstructions to sign visibility, or where there are two or more through lanes in each direction, the distance between the bottom of the sign and the near edge of the traveled way shall be at least 7 feet.
 - 2. Neither portable nor permanent sign supports or barrels should be located on sidewalks, bicycle facilities, or areas designated for pedestrian or bicycle traffic, unless required for construction activities, in which case suitable detours must be provided. Signs mounted lower than 7 feet should not project more than 4 inches into pedestrian facilities.
 - 3. The height to the bottom of a secondary sign mounted below another sign may be 1 foot less than the appropriate height specified above.
 - 4. All traffic control signs that will be left in place for longer than three (3) days shall be mounted on a wood or metal post set at least 30” into the ground or as directed. Temporary installations will be allowed for signs left in place less than 3 days. All sign supports shall be crashworthy in accordance with NCHRP 350 standards. Exceptions to this are the following signs from the

MUTCD: R9-8 through R9-11a (Pedestrian and Sidewalk series), R11 (Road Closed series), W1-6 through W1-8 (Horizontal Arrow series), M4-10 (Horizontal Detour Arrow), or other similar types of signs that are typically mounted on portable barricades.

5. Signs mounted on barricades and barricade / sign combinations shall be crashworthy.
 6. Signs mounted on barricades or other portable supports shall be no less than 1 feet above the traveled way. Sign installations of this type shall only be allowed where approved.
 7. Signs mounted on barricades shall not cover more than 50% of the top two rails or 33% of the total area of the three rails.
 8. Large signs having an area exceeding 50 square feet that are installed on multiple crashworthy posts shall be mounted a minimum of 7 feet above the ground.
 9. Temporary work zone traffic control signs that are not needed at the end of the work day are to be covered, turned, or removed from the work site. Signs that are covered or turned shall be delineated by the use of reflective tape, cones, or barrels. Signs mounted on portable supports are not to be rotated to a horizontal orientation; this creates a hazardous obstruction.
- M. All TTC signing and detours are to be in place and approved by the engineer prior to the Contractor starting work. All signing and channelization shall be per the MUTCD, latest edition, and Section 1103 of the ISPWC. The engineer or his representative will be the sole judge in determining the acceptability of the condition and appearance of the traffic control and work zone devices. Devices or signs determined to be in unacceptable condition are to be promptly replaced with materials of acceptable condition and appearance.
- N. All stop and street name signs will remain installed and visible at their current location at all times. Temporary stop and street name signs shall be provided for traffic control while the permanent signs are being replaced, relocated, or are obstructed.
- O. The contractor may be required as part of this item to install and move the traffic control drums numerous times as needed to properly control traffic on the project.

ON PAGE 7 OF SECTION 1103 OF THE ISPWC, PART 4 – MEASUREMENT AND PAYMENT, replace Section 4.1 with the following:

- 4.1. An itemized list of all traffic control items installed on the project and their respective certifications shall be delivered to the project inspector within 48 hours of installation.

- 4.2 The TTC devices shall be paid as listed on the bid item schedule. Miscellaneous traffic control items including flashers and flags shall be considered incidental to other traffic control items and no separate payment will be made.
- 4.3 The accepted quantity of construction signs will be paid for at the contract unit price bid per square foot for the initial installation only. Signs utilized for multiple construction phases shall be paid for at the contract unit price bid per square foot for the initial installation only. Additional payment will not be made for signs that are removed from the project and reinstalled during a later phase of construction. Relocation of signs within the project after the initial installation shall be paid for under the Traffic Control Maintenance item, as authorized by the Engineer.
- 4.4 Temporary Traffic Control Maintenance and flagging are to be initiated only by authorization of the project inspector. TTC Maintenance personnel and Flaggers are to notify the project inspector upon arrival on site. Invoices for TTC Maintenance and Flagger hours are to be provided to the project inspector within 48 hours of the day the activity took place.
- 4.5 The cost to cover, relocate and/or reinstall existing permanent traffic control signs as required within the construction limits shall be incidental to the other traffic control items of work, and no separate payment shall be made. This work shall be performed in accordance with the MUTCD, current edition.

8. 1105.4.1.E.1 Roadside Traffic Sign Installation (One Metal Post)

ON PAGE 5 OF SECTION 1105 OF THE ISPWC, PART 4 – MEASUREMENT AND PAYMENT, add the following:

- E. Roadside Traffic Sign Installation (One Metal Post): Measurement and payment on a per each basis of signs installed, including sign blank, sign face, steel sign post, anchor assembly, concrete, hardware and all labor and materials necessary for a complete installation including foundation in accordance with the City of Nampa's 2015 Standard Construction Specifications, the City's 2019 Modifications and Standard Drawing N-1150.
 - 1. Bid Schedule Payment Reference: 1105.4.1.E.1
 - 2. Bid Schedule Description: Roadside Traffic Sign Installation (One Metal Post), per Each

9. 1105.4.1.F.1 Roadside Traffic Sign Installation (Two Metal Posts)

ON PAGE 5 OF SECTION 1105 OF THE ISPWC, PART 4 – MEASUREMENT AND PAYMENT, add the following:

- F. Roadside Traffic Sign Installation (Two Metal Posts): Measurement and payment on a per each basis of signs installed, including sign blank, sign face, steel sign post, anchor assembly, concrete, hardware and all labor and materials necessary for a complete installation including foundation in accordance with the City of Nampa's 2015 Standard Construction Specifications, the City's 2019 Modifications and Standard Drawing N-1150.
 - 1. Bid Schedule Payment Reference: 1105.4.1.F.1

2. Bid Schedule Description: Roadside Traffic Sign Installation (Two Metal Posts), per Each

10. 1105.4.1.G.1 Install Channelizer (18" Yellow)

ON PAGE 3 OF SECTION 1105 OF THE ISPWC, PART 2 – MATERIALS, add the following:

- 2.4. Channelizer. Channelizers shall be surface mount, 18" in height (nominal) and yellow in color. Channelizers shall be FlexStake™ 750 Series, Flexi-Guide FG 300 or approved equal, all installed following manufacturer's recommendations.

ON PAGE 5 OF SECTION 1105 OF THE ISPWC, PART 4 – MEASUREMENT AND PAYMENT, add the following:

- G. Install Channelizer (18" Yellow): Measurement and payment on a per each basis of channelizer installed at locations shown on the Contract Documents.
 1. Bid Schedule Payment Reference: 1105.4.1.G.1
 2. Bid Schedule Description: Install Channelizer (18" Yellow), per Each

11. 2020.4.1.F.1 Reference and Reset Monuments

ON PAGE 3 OF SECTION 2020 OF THE ISPWC, PART 3 – WORKMANSHIP, add the following to Section 3.1:

- D. Reference and reset any found survey monuments.

All found survey monuments shall be replaced and reset by a Professional Land Surveyor and shall be in conformance with Idaho Code Title 55, Chapter 16 and accepted standards of surveying. Survey monuments shall be replaced in kind with $\frac{5}{8}$ " rebar and cap or concrete monument. Section corner and $\frac{1}{4}$ -section corner monuments shall reset with monument type A per ISPWC Standard Drawing SD-2020A.

12. SP 02020 Gravel Repair

Description: This item shall include all work and costs associated with the repair of existing gravel driveway accesses abutting the project to match the grades of new back of sidewalk and existing gravel. Locations for repairs are shown on the plans or as directed.

Materials & Workmanship: This item shall include excavation and/or borrow, construction of necessary embankment, labor, equipment, and materials necessary to complete placement of a 6-inch thickness of $\frac{3}{4}$ " aggregate base course, on a compacted subgrade. Materials shall meet the requirements of Section 802.

Measurement and Payment: Gravel Repair will be measured per square yard and shall include all labor, equipment and material necessary for the completion of the bid item.

Payment for this item will be made under:

SP 02020 Gravel Repair Per Square Yard

13. SP 06007 Abandon Existing Well

Description: This item shall include all work and costs required to abandon the existing irrigation well shown on the plans in accordance with the requirements of the Idaho Department of Water Resources.

Materials & Workmanship: This item shall include all equipment needed to permanently abandon the existing well. All existing wells designated to be abandoned shall be permanently abandoned in accordance with IDAPA 37.03.09.025.12 Well Construction Standards Rules of Idaho Administrative Code. At a minimum all existing pumping equipment shall be removed and salvaged, stored on a pallet or other approved method in a manner to protect the equipment from damage, and delivered to the property owner. The well casing shall be filled with bentonite granules as required to stop the upward or downward movement of water. The well casing shall be cut off 2 feet below subgrade or at a level that does not interfere with the new roadway improvements. The contractor shall prepare a written plan of the method he proposes to use to abandon the well and shall submit the plan to the Idaho Department of Water Resources for approval prior to construction. The Contractor shall submit any forms and pay for any fees as required by the Idaho Department of Water Resources to abandon the well.

Measurement and Payment: Abandon Existing Well will be measured per each and shall include all labor, equipment and material necessary for the completion of the bid item.

Payment for the accepted quantity of this item will be made under:

SP 06007 Abandon Existing Well..... Per Each

14. SP 06013 Stormwater Management Plan Preparation & Approval

Description: This item shall consist of all work associated with contractor plan preparation and approvals to meet the requirements of the National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP). The contractor is considered an operator having day-to-day control as defined in the EPA CGP; therefore, the contractor is a co-permittee with NHD in the implementation of the CGP requirements.

Workmanship: The contractor is responsible for the completion, submittal, and implementation of the NHD provided SWPPP drawing and narrative, filing of the Notice of Intent (NOI), and filing of the Notice of Termination (NOT). The CGP and instructions for completing the NOI and NOT forms can be found on the EPA website: <https://www.epa.gov/npdes/epas-2017-construction-general-permit-cgp-and-related-documents>. The SWPPP shall have been prepared and submitted to NHD for acceptance prior to the filing of the NOI. Prior to filing the NOT, the conditions listed in Part 5 of the CGP shall be met.

Once a SWPPP has been prepared, the Contractor and NHD shall both submit an electronic NOI on the website listed above. There is a seven calendar day wait after the

acknowledgement of receipt has been posted on the EPA website for the SWPPP to be considered approved and construction allowed to commence.

Prior to starting construction, the NHD accepted SWPPP must be implemented. No Construction Activity or Land Disturbing Activity will be allowed to commence until the Contractor has fully implemented the accepted SWPPP.

Additionally the contractor is responsible for installing, maintaining, and removing all Best Management Practices (BMPs) and for all documentation required to keep the SWPPP current.

A Rainfall Erosivity Waiver is available and defined in Appendix D, Part A of the CGP. If the waiver is utilized, and the conditions on which the waiver is based change, the contractor is responsible for updating the waiver and/or development and implementation of a SWPPP.

BMPs for controlling pollutant transport from the construction site can be found in a number of publications including, but not limited to:

- a) Idaho Department of Environmental Quality, Catalog of Storm Water Best Management Practices for Idaho Cities and Counties, at: <http://www.deq.idaho.gov/media/622263-Stormwater.pdf>.
- b) United States Environmental Protection Agency – Region 10 at: <https://yosemite.epa.gov/r10/water.nsf/Stormwater/home>.
- c) Idaho Transportation Department, Best Management Practices (BMP) Manual, at: <http://itd.idaho.gov/env/?target=BMP-Manual/>.

Measurement and Payment: Payment for work items to implement the SWPPP shall be per other specific bid items noted in this contract.

Payment for this plan preparation and approval item will be made under:

SP 06013 Stormwater Management Plan Preparation & Approval.....Per Lump Sum

15. SP 06035 24" Pipe Riser w/Grated Manhole Lid

Description: This item shall include all work and costs associated with furnishing and installing 24" pipe risers with grated manhole lids as shown on the plans or as directed.

Materials: This item shall include 24" C-905 pipe, manhole frames and covers, excavation and/or borrow, labor, equipment, and materials necessary to complete installation of 24" pipe riser with grated manhole lid. Materials shall meet the requirements of Section 602 of the ISPWC.

Workmanship: Pipe risers shall be 24" PVC, Class C-905 pipe installed vertically. Manholes shall not exceed 48" in depth from the base to the finished grade. Manhole covers shall be adjusted to final grade.

Measurement and Payment: 24" Pipe Riser w/Grated Manhole Lid will be measured per each and shall include all labor, equipment and material necessary for the completion of the bid item.

Payment for this item will be made under:

SP 06035 24" Pipe Riser w/Grated Manhole Lid Per Each

16. SP 07013 Colored and Patterned Concrete

Description: This item shall include all work and costs associated with constructing colored and patterned concrete at the location and grades detailed in the plans and detail sheets or as directed.

Materials: Concrete shall be Class 3000 and shall meet all applicable requirements of Division 700 of the ISPWC. Color Hardener or approved equal shall be Butterfield Color Uni-Mix Integral Concrete Colorant Brick Red P15, or approved equal. The pattern shall be Brick Basket Weave or approved equal. The Contractor shall submit color and pattern samples to NHD for approval prior to construction. Provide method for placement of patterning, for approval from NHD prior to installation. Wheel stamp patterns will not be allowed.

Workmanship: Color Hardener, or approved equal, shall be added to the transit mixer on site. Color shall be integral in the concrete mix. When the concrete is still in the plastic stage of set, imprinting tools shall be applied to make the approved patterned surface. The pattern shall be formed with 3/8-inch maximum depth grooves and be placed simultaneously with the adjacent concrete sidewalk. Cold joints are only allowed when placing colored concrete next to non-colored concrete.

Measurement and Payment: All costs associated with construction of the colored and patterned concrete, including concrete, color hardener, imprinting tools, curing, and sealing, shall be included in the unit price bid for this item.

Payment for this item will be made under:

SP 07013 Colored and Patterned Concrete Per Square Yard

17. SP 08120 Asphalt Repair

Description: This item shall include all work and costs associated with the repair of existing local roads, asphalt driveways, parking lots, and sidewalks abutting the project to match the grade of curbs, sidewalks, driveway approaches, and existing asphalt.

Materials: This item shall include excavation, labor, equipment, and materials necessary to complete placement of a 6" (inch) thickness of ¾" (inch) aggregate base course, on a compacted sub-grade, and a 3" (inch) thickness of plant mix pavement. Plantmix pavement shall be Superpave SP-3, ½ inch nominal maximum aggregate size, meeting requirements of Section 803 of the ISPWC Manual and ACCHD Manual. Asphalt cement shall be PG 70-28 meeting the requirements of Section 805. A minimum of 0.5% Anti-Stripping additive is specified. Asphalt tack material shall be placed on vertical faces of previously placed plantmix pavement. Tack coat material shall be CSS-

1 emulsified asphalt diluted 50% in accordance with Section 805. The application rate is 0.05 gallons per square yard.

Workmanship: This item shall also include all costs associated with the furnishing and placement of the plant mix pavement, crushed aggregate base and asphalt tack coat on the lip of the gutter and on the edges of previously placed asphalt.

Measurement and Payment: Asphalt Repair will be measured by the square yard and shall include all labor, equipment and material necessary for the completion of the bid item, including all costs associated with the furnishing and placement of the plant mix pavement, crushed aggregate base and asphalt tack coat on the lip of the gutter and on the edges of previously placed asphalt.

Payment for this item will be made under:

SP 08120 Asphalt Repair..... Per Square Yard

18. SP 09022 Concrete Headwall

Description: This item shall include all work and costs associated with constructing concrete headwalls at the locations shown on the plans or as directed.

Materials: Concrete Headwall materials shall conform to applicable portions of Division 700 – Concrete of the ISPWC.

Workmanship: Excavation for the concrete headwall shall conform to applicable portions of Division 200 – Earthwork of the ISPWC. Construction of the concrete headwall shall conform to the applicable portions of Division 700 – Concrete of the ISPWC. Refer to ITD Standard Drawing 609-2 for details.

Measurement and Payment: Concrete Headwall will be measured per each and include all labor, equipment and material including excavation, excavation support, forming, concrete, reinforcement, and backfill necessary for completion of the bid item.

Payment for this item will be made under:

SP 09022 Concrete Headwall..... Per Each

19. SP 20003 Temporary Construction Fencing

Description: This item shall include all work and costs associated with constructing and maintaining temporary construction fencing at the locations shown on the plans or as directed. This item also includes removing and disposing of the fence at the completion of construction or when directed.

Materials: Temporary construction fencing shall be safety orange plastic construction fencing four (4) feet in height, such as DG Industries PSF Series Plastic Fence or approved equal.

Workmanship: Temporary construction fencing shall be attached to steel posts at a maximum spacing of eight (8) feet on center and plumb. The fencing shall be installed in

a manner to contain children and pets on the properties adjacent to the construction area.

Measurement and Payment: Temporary Construction Fencing will be measured per linear foot of fence constructed and shall include all labor, equipment and material necessary for the completion of the bid item. Routine maintenance of the temporary construction fencing shall be necessary and is considered incidental to this item. The costs for fence maintenance and removal and disposal of the fence are incidental to this bid item.

Payment for this item will be made under:

SP 20003 *Temporary Construction Fencing Per Linear Foot*

20. SP 20101 Temporary Concrete Barrier Rail

Description: This item consists of furnishing all labor, equipment and material necessary to furnish and place temporary concrete barrier rail at the locations directed by NHD. This item includes all costs associated with transporting, unloading, placing and setting rail at select locations, and loading and transporting the rail from the project at the completion of construction or when directed by NHD.

Materials and Workmanship: The Contractor shall furnish temporary concrete barrier rail that conforms to the current ITD Standard Drawing No. 612-18, or as approved by NHD, with rail-to-rail connections made with connecting pins as shown on the standard drawing connection detail.

Measurement and Payment: Temporary Concrete Barrier Railing will be measured per linear foot of rail section that is placed on the project and shall include all labor, equipment and material necessary for the completion of the bid item. The accepted quantity will be paid at the contract unit price for the item listed below.

Payment for this item will be made under:

SP 20112 *Temporary Concrete Barrier Railing Per Linear Foot*

21. SP 20110 Concrete Block Wall with Brick Veneer

Description: This item shall include all work and costs associated with constructing concrete block wall with brick veneer at the locations shown on the plans or as directed.

Materials: Concrete block wall materials shall conform to applicable portions of ISPWC Section 703 – Cast-in-Place Concrete, with Class 3000 concrete mix. Concrete Block shall be standard concrete blocks size 16"x8"x8". Brick shall be standard color red bricks size 3-5/8" x 2-1/4" x 8". The Contractor shall submit samples to NHD for approval prior to ordering materials. Grout mix design shall be approved by NHD prior to installation.

Workmanship: Excavation for the concrete block wall shall conform to applicable portions of Division 200 – Earthwork of the ISPWC. Construction of the concrete block walls shall conform to the applicable portions of ISPWC Section 703 – Cast-in-Place Concrete. The Contractor shall apply a rubbed surface (sack) finish to the concrete cap.

Measurement and Payment: Concrete Block Wall with Brick Veneer will be measured per linear foot along the face of wall and include all labor, equipment and material including excavation, excavation support and shoring, forming, concrete, grout, reinforcement, concrete block, brick, mortar, concrete cap and backfill necessary for completion of the bid item.

Payment for this item will be made under:

SP 20110 Concrete Block Wall with Brick Veneer..... Per Linear Foot

22. SP 20200 Survey

Description: Survey includes scheduling, coordinating, and providing all construction surveying, staking, quantity computations for pay items requiring area, volume, and linear measurement, field and plan measurements, and calculations essential for the completion of the project and to properly control the work in its entirety. Perform all work in accordance with the plans and specifications and standard engineering and surveying practices under the responsible charge of a Professional Land Surveyor as required by Idaho Code.

Existing survey monuments. Reference all public and private land survey monuments that are in jeopardy by construction activities prior to activities, under the responsible charge of a Professional Land Surveyor licensed in the State of Idaho, and reestablish such monuments at no additional cost to NHD before project completion. PSS or Public Land Corners reset after construction shall include corner perpetuations and filing with appropriate county. Perform all monument work in accordance with Title 55, Chapter 16 of the Idaho State Code. Monuments found during construction, but not shown on the contract plans, and must be reset, shall be paid under the Directed Survey item.

Materials: Furnish acceptable tools, supplies, and stakes of the type and quality normally used in highway survey work and suitable for the intended usage. Furnish stakes and hubs of sufficient length to provide a solid set in the ground with sufficient surface area above ground for necessary legible markings.

Remove and dispose of all flagging, lath, stakes, and other staking material after the project is complete.

Flagging. Fluorescent paint and/or mark with plastic flagging the top 2 in. of all stakes with the following fluorescent colors:

Type:	Stake with:	Color:
Centerline	Hub w/ tack or PK nail in	White
Centerline Reference Point	Hub w/ tack and lath	Red, White, and Blue
Benchmark	Solid permanent point w/ lath	White and Blue
Slope Stake	Stake and lath	White
Reference to Slope Stake	Hub w/ tack and lath	Red and White
Grade (Finish) Stake	Grade stake w/ stake chaser	Blue
Right of Way Limit	Lath	Orange
Clearing Limits	Lath or flagging	Orange and White
Gas Lines; Petroleum	Hub w/ guard stake and lath	Yellow

Drain Lines; Sewers	Hub w/ guard stake and lath	Green
Water Lines; Irrigation	Hub w/ guard stake and lath	Blue
Conduit	Hub w/ guard stake	Red

Notes: Color standards may vary when utilities have been located by Digline. Mark all reference stakes with the color of the referred item (e.g. red for conduit).

Workmanship: Establish construction survey points, elevations, and grades as necessary to control, layout and complete the work including, but not limited to: centerlines, benchmarks (BMs) and temporary benchmarks (TBMs), culverts, sewers, waterlines, slopes, subgrade, base course, paving, structures, forms and falsework, pile layout and appurtenances, channels and appurtenances, and erosion control; and any curb, curb and gutter, sidewalk, barrier, illumination, signalization, delineation, signs, foundations and right of way, monuments, traffic control both temporary and permanent, pavement markings, approaches, and any other points, elevation and grades deemed necessary for proper control of the work. Clear the survey line to facilitate surveying and remove clearing slash from the travel or work area. Cut all brush and trees flush to the ground. Minimize removal unless area is to be cleared and grubbed during construction. Check all control surveying and staking to ensure specified tolerances are met prior to use.

Calculate all grades, elevations, offsets, and alignment data necessary for staking and/or setting items of work. The Contractor may request approval for alternate methods of establishing grade control with wire lines, computer or laser controlled grading equipment, or other suitable methods.

The Contractor is responsible for survey and control of the work and for correcting Contractor errors at no additional cost, whether the errors are discovered during the actual survey work or in subsequent phases of the project. Any cost overruns resulting from Contractor errors shall be at no expense to NHD.

The work may be spot checked for accuracy and unacceptable portions of work may be rejected. The Contractor shall resurvey rejected work and correct work that is not within the specified tolerances at no additional expense to NHD.

Discrepancy notification. Complete a preliminary check of the plans and specifications prior to beginning construction. Immediately notify the Engineer of any discrepancies or deficiencies including discrepancies in grade, elevations, alignment, locations, and/or dimensions.

Compare staked cut and fill depths with the contract plans. Refer to the Engineer differences found between the horizontal or vertical alignment data shown on the drawings and the alignment observed on the ground during progress of the work not immediately correctable or requiring interpretation.

Record of Survey. Comply with Title 55, Chapter 19 of the Idaho State Code to conduct a Record of Survey. This includes setting all the monumentation for the new right-of-way and centerline, as well as drafting the multiple page Record of Survey and Recording with Canyon County, as well as any other documentation, such as CP&F records, that may need to be recorded.

Length verification. Field verify lengths of pipe, pipe culvert, barrier, pipe siphon, and sign posts at an appropriate time and in accordance with Subsection 106.02.

Stake maintenance and marking. Maintain all reference stakes, bench marks, slope stakes, slope reference stakes, clearing limits, and culvert reference stakes, grade stakes, curb, curb and gutter, radii and other stakes necessary for the work until the construction has been completed and accepted. Mark all survey stakes with station, elevation, and offset referenced to their respective control line. Legibly mark all stakes. Renew illegible stakes at no additional cost to NHD. Mark slope, reference, and guard stakes with station.

Centerline reestablishment. Reestablish centerline from instrument control points. The maximum spacing between centerline points is 25 ft. when centerline curve radius is less than or equal to 500 ft. When the centerline curve radius is greater than 500 ft., the maximum distance between centerline points is 50 ft. Reestablish centerline as many times as necessary to construct the work. Points to be reestablished include, but are not limited to:

PI	Point of Intersection of Tangents
PC	Point of Curvature
POC	Point on Curve
PT	Point of Tangency
POT	Point on Tangent
RP	Reference Point
"L"	L-Line (Final Location Line)
BM	Benchmark
TBM	Temporary Benchmark

Control points and survey tolerances. Relocate initial horizontal and vertical control points in conflict with construction to areas not to be disturbed by construction operations. Furnish the coordinates and elevations for the relocated points before the initial points are disturbed.

Establish and check benchmarks. Protect benchmarks from construction activities. All benchmarks shall allow a level rod to stand vertically and squarely on the mark and shall be referenced to centerline and horizontal measurements.

Establish alignment points at all PCs, PTs, and stations on the alignment spaced no further than 50 ft., at significant breaks in the ground, at drainage structure locations, and at approaches. Mark stakes on the side facing the initial station of the project.

Survey and establish controls within the following tolerances:

Description	Horizontal	Vertical
Control points	+/- 0.01 ft.	+/- 0.01 ft.
Centerline points including references	+/- 0.02 ft.	+/- 0.02 ft.
Cross sections and slope	+/- 0.10 ft.	+/- 0.10 ft.
Slope stake references	+/- 0.10 ft.	+/- 0.05 ft.
Culverts, ditches and minor drainage structures	+/- 0.10 ft.	+/- 0.03 ft.
Retaining walls	+/- 0.05 ft.	+/- 0.02 ft.
Bridge substructure components and overall	+/- 0.02 ft.	+/- 0.02 ft.
Bridge superstructure components and overall	+/- 0.02 ft.	+/- 0.02 ft.
Clearing and grubbing limits	+/- 1.0 ft.	-----
Right of way limits	+/- 0.10 ft.	-----
Roadway subgrade finish stakes	+/- 0.10 ft.	+/- 0.03 ft.
Roadway finish grade stakes	+/- 0.10 ft.	+/- 0.02 ft.
Paving reference line	+/- 0.04 ft.	+/- 0.02 ft.
Description	Horizontal	Vertical
Control points	+/- 0.01 ft.	+/- 0.01 ft.
Centerline points including references	+/- 0.02 ft.	+/- 0.02 ft.

Coordinate the survey tolerances of any items not listed above with the Engineer.

Clearing and right-of-way limits. Stake clearing limits on both sides of centerline at each established station. Locate the clearing limit on the ground as shown by the cut and fill limits on the plans. Stake right of way limits every 100 ft. on tangents, every 50 ft. on curves and at all right-of-way breaks.

Slope stakes and references. All slope stakes and stakes for setting items for work shall have reference stakes. Maintain the reference stakes for the duration of the project until approved for removal. Establish and set slope stakes and references on both sides of centerline at cross-section locations. Establish slope stakes in the field as the actual point of intersection of the design slope with the natural ground line. Record the following information on the slope stake; cut(C) or fill (F) from catch to subgrade shoulder (SGS), distance to SGS, distance to center line, and design slope (4:1). Set slope stake references outside the clearing limits. Include all slope stake information on the reference stakes including the horizontal and vertical distance from the reference stake to the catch (slope stake). Record the station on the back side of the slope and reference stakes.

Grade finishing stakes. Set grade finishing stakes, for grade elevations and horizontal alignment: on centerline, the center of each travel lane, on each shoulder at roadway cross-section locations and between centerline and shoulder with a maximum spacing of 15 ft. Set stakes at the top of subgrade and the top of each aggregate course.

Where turnouts are constructed, set stakes on centerline, each normal shoulder, and the shoulder of the turnout. In parking areas, set hubs at the center and along the edges of the parking area. Set stakes in all ditches to be paved.

The maximum spacing between stakes in any direction is 50 ft. Use brushes or guard stakes at each stake. Reset grade finishing stakes as many times as necessary to construct the subgrade and each aggregate course.

Drainage structures. Stake drainage structures to fit field conditions and in coordination with the Engineer. The location of the structures may differ from the plans. Perform the following:

1. Survey and record the ground profile along centerline of structure.
2. Determine the slope catch points at inlets and outlets.
3. Set reference points and record information necessary to determine structure length and end treatments.
4. Stake ditches or grade to make the structure functional.
5. Plot the profile along centerline of the structure to show the natural ground, the flow line, the roadway section, and the structure.
6. Submit the plotted field-design cross-section final structure length and alignment
7. Mark guard stakes with the following, when applicable:
 - a. Diameter, length, and type of culvert; i.e. 18 in. x 36 ft. corrugated metal pipe (cmp),
 - b. The vertical and horizontal distance from the hub to the invert at the end of the culvert or any intermediate point as needed or directed.
 - c. Flow line grade of the pipe.
 - d. Pipe camber.
 - e. Station.
 - f. Elevation.
8. Storm sewers and waterlines: provide a reference at a maximum spacing of 50 ft. Reference inverts of pipe at all manholes.

Retaining walls. Survey and record profile measurements along the face of the proposed wall and 5 ft. in front of the wall face. Take cross-sections every 15 ft. along the length of the wall and at all major breaks in terrain. For each cross-section, measure and record points every 15 ft. and at all major breaks in terrain. Set adequate references and horizontal and vertical control points.

Curb and gutter. **Set curb and gutter staking at every horizontal and vertical point noted on the roundabout grading plans.** Outside of the Grading Plans (sheets 9 through 14), set curb and gutter staking at minimum 25 ft. intervals on tangent and minimum 10 ft. intervals on curve radii. Set line and grade for curb and gutter to the nearest 0.01 ft. of the proposed or established grade line. Set radius points as defined on the plans.

Pavement Markings. Mark pavement marking locations with tabs or paint marks on the finished plant mix surface for every PC, PT, POC, and tangent point identified on the Signing and Pavement Marking Plans.

Measurement and Payment. Survey will be measured per a lump sum basis.

Payment for this item will be made under:

SP 20200 Survey..... Per Lump Sum

23. SP 20201 Directed Surveying

Description: Directed surveying includes all work needed for changes and extra work. Prior written authorization documenting the affected work and requirements is necessary before performing work under these items. All requirements under SP 20200 Survey apply.

Materials: All requirements under SP 20200 Survey apply.

Workmanship: All requirements under SP 20200 Survey apply.

Measurement and Payment: Directed Surveying Field Crew will be measured by the hour authorized for the survey field crew with travel time to and from the project considered incidental to these items. Directed Surveying Office Computations will be measured by the hour authorized.

Payment for this item will be made under:

SP 20201A	Directed Surveying Field Crew	Per Hour
SP 20201B	Directed Surveying Office Computations	Per Hour

24. SP 25050 4" Topsoil

Description: This item shall include all work and costs associated with installing 4" of compacted topsoil in the areas as shown on the construction plans or as directed.

Materials: Topsoil shall be friable, fertile, agricultural soil, containing normal amounts of macro and micro nutrients capable of sustaining vigorous plant growth. It shall be of uniform composition throughout, without admixture of subsoil. It shall be free of stones 1" (one inch) or larger, lumps, sticks, live plants and their root, and other extraneous matter. It shall not be infested with nematodes or other pest or disease organisms. It shall be free of seed of noxious weeds and other material detrimental to vegetative growth. NHD reserves the right to request soil samples be tested at the Contractor's expense to verify the topsoil is capable of sustaining vigorous plant growth.

Workmanship: Topsoil shall not be placed in its final position until the areas to be covered have been properly prepared and grading operations in the area have been substantially complete. Topsoil shall be placed and spread at locations shown on the plans and thickness of topsoil placement shall be 4" (four inches) when compacted.

Measurement and Payment: 4" Topsoil will be measured by the square yard and shall include all labor, equipment and material necessary for the completion of the bid item.

Payment for this item will be made under:

SP 25050	4" Topsoil	Per Square Yard
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25. SP 25080 Remove and Reset Mailbox

Description: This item shall include all work and costs associated with removing existing mailboxes and supports, making temporary arrangements to assure uninterrupted mail

service during construction, and installing new mailboxes and supports as shown on the plans or as directed.

Materials: All materials shall conform to the ISPWC except as noted herein. Mailbox post support and foundation shall conform to Section 1105 for a D-1 (4-inch by 4-inch) wood post. Mailboxes shall be Postmaster General approved.

Workmanship: The existing mailbox and support shall be removed and returned to the owner. A new mailbox, the same size and shape as existing, shall be furnished and installed on a wood post support and foundation. The name and address as shown on the existing mailbox shall be placed on the new mailbox. Should the owner be satisfied with the condition of the existing mailbox, the Contractor may reinstall the existing mailbox at the end of construction. The final location shall be marked in the field by the Engineer.

Mail service shall not be disrupted. Access to mailbox shall be provided at all times. An acceptable temporary mailbox stand may be installed by the Contractor during construction operations prior to installation of the new mailbox and support.

Measurement and Payment: Remove and Reset Mailbox will be measured per each new and final post installation and shall include all labor, equipment and material necessary for the completion of the bid item, including all work necessary to assure uninterrupted mail service during construction. The accepted quantity for Remove and Reset Mailbox will be paid at the contract unit price for the item listed below. The cost of the temporary mailbox and support is considered incidental to this bid item and no additional payment will be made.

Payment for this item will be made under:

SP 25080 *Remove and Reset Mailbox..... Per Each*

26. SP 29055 Hydroseeding

Description: This item shall include all work and costs associated with hydroseeding in the areas designated on the plans or as directed.

Materials: Hydroseeding shall consist of furnishing and installing, seed, fertilizer, mulch, and water using the hydroseeding method. Seed shall be a dry land grass mixture prepared by a local nursery appropriate for the Treasure Valley. Application rate of the seed mixture shall be 16 lbs/acre.

Each variety of seed shall be tested seed from the latest crop available, and shall be delivered in standard sealed containers labeled in accordance with State and Federal Laws. The label shall show the variety of seed, the percentage of germination, purity and weed content. All varieties of seed shall have a minimum tested germination of 85% and contain a minimum of 80% pure seed by weight. Seed shall not be agitated in the hydro-seeder over 30 minutes.

Fertilizer shall be of any standard brand suitable for use with the hydroseeding method, furnished in moisture proof bags. Each bag shall be marked with the weight and manufacturer's analysis of the ingredients. Fertilizer shall contain a minimum of 22%

available nitrogen. Fertilizer shall be applied uniformly at 440 pounds per acre. Fertilizer shall not be mixed with the seed in the hydro-seeder.

Mulch shall be a wood fiber mulch commonly used in the hydroseeding process. Mulch shall be applied at a rate of 2,000 lbs/acre.

Contractor shall provide certification for hydraulically applied erosion control products from the manufacturer that the materials are nontoxic to animals, soil microorganisms, aquatic and plant life, and will not interfere with or impede seed germination or vegetative growth and establishment.

Workmanship: Seeding shall be performed only at times when local weather conditions are favorable for growth, which normally will occur between September 15 and November 30, or between February 15 and May 15. The Contractor shall be responsible to protect and maintain the seeded areas until germination, including watering if necessary.

Measurement and Payment: Construction limits for this item shall be as shown on the plans. Any hydroseeding restoration required beyond the specified construction limits shall be made by the Contractor at his expense and no separate payment will be made, unless additional areas are as directed.

Hydroseeding will be measured per square yard and shall include all labor, equipment and material necessary for the completion of the bid item. The accepted quantity of Hydroseeding will be paid at the contract unit price for the item listed below.

Payment for this item will be made under:

SP 29055 *Hydroseeding* *Per Square Yard*

27. SP 29060 Landscape Rock (with Weed Barrier)

Description: This item shall include all work and costs associated with furnishing and placing decorative landscape rock over weed barrier at the locations shown on the plans or as directed.

Materials: The decorative landscape rock shall be 1.5” nominal size and known locally as “southwest blend” landscape rock. The weed barrier shall be a Type I riprap/erosion control geotextile per the ISPWC Division 2050.

Workmanship: Contractor shall level the surface to a depth of 4.5” below the height of adjacent curb. Weed barrier shall be set and tacked in place with landscape pins. A minimum 4” depth of decorative landscape rock shall be placed over the geotextile weed barrier. Metal borders shall be placed where need to separate different colors of landscape rock or other landscape features.

Measurement and Payment: Landscape Rock will be measured per square yard and shall include all labor, equipment and material necessary for the completion of the bid item.

Payment for this item will be made under:

SP 29060 Landscape Rock (with Weed Barrier) Per Square Yard

28. SP 29065 Sod Repair

Description: This item shall include all work and costs associated with repairing lawn areas with sod as shown on the plans or as directed.

Materials: Topsoil shall be per SP 25050.

Fertilizers shall comply with the following chemical analysis:

15% to 20%	Nitrogen (N)
20% to 25%	Phosphorous (P2O5)
2% to 10%	Potassium (K2O)

Sod shall consist of Merrion, Parks, Delta or Windsor Kentucky Bluegrass or combinations of approved fine textured grasses suitable for the area to be sodded and closely matching adjacent grass.

Sod repair shall take place only on those disturbed areas which currently have established lawns, or as shown on the project plans or directed by the Engineer.

Workmanship: The lawn areas shall be tilled to a minimum depth of 6 inches by such means as will loosen the soil and bring it to condition suitable for fine grading. Prior to and during the operation, the surface shall be made free of vegetative growth. All stones, hard clods, roots, sticks, debris and other matter encountered during tilling which are detrimental to the preparation of a good seed bed, or which are toxic to the growth of grass, shall be removed. Four inches of topsoil shall then be placed under the areas to receive sod. The area shall be floated and rolled to bring it to the finished grade. All irregularities in the surface that form pockets where water will stand shall be smoothed out to provide good drainage. The finished grade of lawn area adjacent to walks, curbs, driveways and pavements shall be approximately 1 inch below adjacent grades.

Fertilizers shall be spread evenly over the cultivated areas at a rate of 4 pounds per 1,000 square feet and shall be uniformly incorporated into the upper 3 inches of the soil, after which the areas shall be worked as necessary to provide a smooth, firm but friable lawn bed at the established grades.

Sod shall be placed in straight strips. The joints between strips shall be butted together, tight and without gaps. Sod shall be placed in a manner to stagger the end joints of the rolls. The sod shall be rolled with a 100-pound roller after placement. The surface of the finished sod shall be smooth, uniform and mowable.

The Contractor shall supply a letter to the property owner once the sod is installed notifying them the sod is installed and giving them a suggested watering schedule. Contractor shall notify property owner in writing if property owner is not following the suggested watering schedule. A copy of the letter will be forwarded to the Engineer.

Measurement and Payment: Lawn areas outside the construction limits that are damaged by the Contractor shall be repaired in accordance with this special provision at the Contractor's expense.

Sod Repair will be measured per square yard of ground surface on which sod is installed and shall include all labor, equipment and material necessary for the completion of the bid item. Topsoil shall be measured and paid as a separate bid item.

Payment for this item will be made under:

SP 29065 Sod Repair Per Square Yard

29. SP 29067 Repair Landscaping

Description: This item shall include all work and costs associated with repairing the existing landscaping at locations shown on the plans or as directed.

Materials: All materials shall conform to the ISPMC, if applicable, and shall be equal to, or of better quality than, existing materials. Materials may include landscape edging, landscaping bark, perma-bark, small bushes, trees smaller than 2-inch caliper, various annuals, perennials and grasses or other plants and materials as required.

Workmanship: The Contractor shall photograph the landscape repair areas prior to construction to document the existing landscaping and shall furnish copies of the photos to NHD prior to commencing landscape repair. The Contractor shall replace landscaping to equal or better condition.

Measurement and Payment: Repair Landscaping will be measured by the lump sum and shall include all labor, equipment and material necessary for the completion of the bid item.

Payment for this item will be made under:

SP 29067 Repair Landscaping Per Lump Sum

30. SP 29093 Remove Tree 6”+

Description: This item shall include all work and costs associated with the removal of trees measuring 6 inches or more in diameter, measured 2 feet above the ground.

Workmanship: The entire tree shall be removed, including the stump and roots, or if removal of the roots could damage nearby structures or utilities, the Contractor shall grind up the stump and shallow roots. Grinding operations shall be included in the unit contract price for this item.

Measurement and Payment: The removal of trees less than 6 inches in diameter and all stumps will not be paid for separately, but shall be considered as incidental to the work of removal of obstructions. Trees for removal shall be marked in the field by the Engineer prior to removal.

Payment for this item will be made under:

SP 29093 Remove Tree 6”+ Per Each

31. SP 29101 Repair Sprinkler System

Description: This item shall include all work and costs associated with removing existing sprinkler systems, installing and maintaining temporary sprinkler systems during construction, adjusting/relocating existing sprinkler systems, or installing new sprinkler systems at the locations shown on the plans or as directed.

Materials: All materials shall conform to the ISPWC and shall be equal to, or of better quality than, existing materials.

Workmanship: Prior to commencement of construction, the Contractor shall document the locations of existing sprinkler systems within the construction zone. Documentation shall include, but is not limited to, type and location of existing sprinkler heads, pipe, controllers, valves and control wires. Documentation shall be provided to the Engineer prior to demolition of existing sprinkler systems. Costs associated with providing documentation of existing sprinkler systems shall be considered incidental to this item.

Adjusted/relocated sprinklers shall be installed to restore adequate coverage to remaining landscape areas and new sod areas. Over-spray onto the roadway and sidewalks will not be allowed.

The Contractor shall maintain all sprinkler systems outside of the construction zone that are impacted by the Contractor's activities. This may require the Contractor to install temporary sprinkler main lines around the construction zone. All costs associated with installing and maintaining temporary sprinkler systems and providing temporary water during construction shall be considered incidental to this item. Contractor shall cut and cap existing lines and supplement existing systems with additional materials as necessary.

Measurement and Payment: Repair Sprinkler System shall be measured by the linear foot of mainline pipe that is adjusted/relocated or newly installed, and shall include all labor, equipment and material as necessary for completion of the bid item. Providing and adjusting of individual sprinkler heads shall be measured as ten linear feet each.

Payment for this item will be made under:

SP 29101 Repair Sprinkler System..... Per Linear Foot