

CITY OF MIDDLETON IDAHO

CEMETERY ROAD AND SH-44

INTERSECTION PROJECT

For Information:
Civil Dynamics, PC.
5605 S 10TH Ave
Caldwell, ID 83607
453-2028

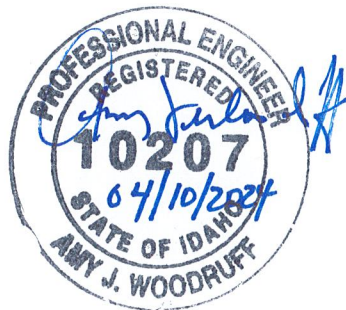


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ISPWC Standard Specifications, Latest Edition

(Not Bound in Contract Documents, Bidder is Responsible to obtain a Copy)

City of Middleton Standard Specifications

(Not Bound in Contract Documents, Bidder is Responsible to obtain a Copy)

ADVERTISEMENT FOR BID

Bids for the City of Middleton Cemetery Road and SH-44 Intersection are due by 10:00 am local time, May 7, 2024 and are to be delivered to Middleton City Hall, 1103 W Main St, Middleton Idaho. Bids received after 10:00 am local time will not be accepted or opened.

This project will consist of furnishing all labor, all materials, equipment, and supplies for the construction and installation of a traffic signal and construction of local roadway segment in existing right of way between S Cemetery and S Highland Drive. Work includes site preparation, limited demo work, traffic control, site stabilization and pedestrian facilities as depicted on the project plans and specifications.

The project includes an alternate bid schedule to construct approximately 500 lf of local roadway and pedestrian facilities offsite. All work, materials and installation shall be in accordance with the project plans, specifications, Idaho Standards for Public Works Construction and Middleton Supplemental to ISPWC.

The project is **not** subject to Davis Bacon or Buy American requirements.

Engineers estimate \$1.5M - \$2.5M

All bids shall be submitted on the prescribed bid form and in the manner indicated in the Instructions to Bidders.

A pre-bid conference will be held April 25, 2024 at 1:30 pm on site. Attendance is not mandatory.

Bid Documents are available electronically for free on the City website. Printed Documents are available either via in-person pick-up or via mail. The non-refundable cost of printed Bidding Documents is \$25.

Civil Dynamics, PC
5605 S 10th Avenue
Caldwell ID 83607
208-453-2028

A plan holders list will be maintained and general contractors may register for the plan holders list by emailing kirby@civildynamics.net. The plan holders list and addenda, if any, will be provided on request and posted on City website under Public Bid Opportunities.

The City of Middleton reserves the right to accept the bids and award a contract to the lowest responsible bidder based on the base bid schedule excluding costs contained in the alternate schedule; to postpone the acceptance of the bid and the award of the contract for a period not to exceed sixty (60) days; or to reject any and all the bids received and further advertise the project for bids. The base bid will be awarded to only one contractor. The City of Middleton may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject, for good cause, any or all bids upon the finding of the City it is in the public interest to do so.

If you need more information regarding the project, contact **Kirby Cook, PE, Civil Dynamics, PC**, kirby@civildynamics.net.

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

INSTRUCTIONS TO BIDDERS

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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.

CIVIL DYNAMICS PC

5605 S 10TH Ave

Caldwell ID 83607

208-453-2028

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office.
- 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 for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

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. No reports known or provided.

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. None known or provided.

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 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. No other work will be performed on the site.

B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

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. carefully study 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) that have been identified in Paragraph 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 the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";

- 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 be held on-site April 25, 2024 at 1:30 pm. Attendance not mandatory.

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% percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond 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 10 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 may 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, the Work is to be substantially completed and ready for final payment are specifically 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,
- 12.02 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer at cost.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid Item listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may not 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 seal shall be affixed and attested by the secretary or an assistant secretary. 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.
- 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.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *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.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents. The Bid Form is to be completed and submitted with the Bid security and the following documents:
- 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 with the Project title, 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 with the notation "BID ENCLOSED." A mailed Bid shall be addressed to City of Middleton, PO Box 487, Middleton ID 83644.

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 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

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. A summary 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 sixty (60) days , 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 Owner will award the Contract to the responsive and responsible Bidder whose base Bid is lowest.

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 and insurance certification.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it will 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 Owner is not exempt from Idaho state sales and all taxes on materials and equipment are to be incorporated in the Work.

ARTICLE 23 – RETAINAGE

23.01 Owner will hold retainage equal to five (5%) percent.

BID DOCUMENTS

BID FORM
CITY OF MIDDLETON
CEMETERY ROAD AND SH-44 INTERSECTION

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CITY OF MIDDLETON IDAHO

1103 W Main St, PO Box 487

Middleton, ID 83644

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 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: (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) as identified, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site.

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 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 the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- 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.
- 1. 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 any thing 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 in accordance with the Contract Documents for the following price(s):

BASE BID

**CEMETERY ROAD AND
SH-44 INTERSECTION**

BASE BID SCHEDULE

Cemetery Rd and SH-44 Intersection, Middleton
City of Middleton

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
0201.4.1.B.1	CLEARING AND GRUBBING	1	LS		
0201.4.1.C.1	REMOVAL OF OBSTRUCTIONS	1	LS		
0202.4.1.A.1	EXCAVATION (PLAN QUANTITY)	1308	CY		
0202.4.5.A.1	UNSUITABLE MATERIAL EXCAVATION	500	CY		
0601.4.1.A.05.12A	12" STORM DRAIN PIPE, ASTM D3034, SDR 35 PVC	29	LF		
0601.4.1.A.17.12A	12" STORM DRAIN PIPE, M294 CPP	76	LF		
0602.4.1.C.1	SHALLOW MANHOLE TYPE 1	1	EA		
0602.4.1.F.1.A	CATCH BASIN, TYPE I	2	EA		
0706.4.1.A.5	STANDARD 6" VERTICAL CURB AND GUTTER	1240	LF		
0706.4.1.B.3	CONCRETE VALLEY GUTTERS	770	SF		
0706.4.1.E.1.5	CONCRETE SIDEWALKS, 5" THICKNESS	428	SY		
0706.4.1.F.1	CONCRETE DRIVEWAY APPROACH	92	SY		

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".

SIGNATURE _____

DATE _____

BASE BID SCHEDULE

Cemetery Rd and SH-44 Intersection, Middleton
City of Middleton

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
0706.4.1.H.1.A.A	PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES, TYPE SD-712A, A	10	EA		
0706.4.1.H.1.C.C4	PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES, TYPE SD-712C, C4	2	EA		
0801.4.1.B.1	6" MINUS UNCRUSHED AGGREGATE BASE (PLAN QUANTITY)	1492	TON		
0802.4.1.B.1	CRUSHED AGGREGATE FOR BASE TYPE I (PLAN QUANTITY)	659	TON		
0810.4.1.A.1	PLANT MIX PAVEMENT - SUPERPAVE SP-3	265	TON		
1006.4.1.C.1	INLET PROTECTION	10	EA		
1103.4.1.B.1	TRAFFIC CONTROL SIGNS	750	SF		
1103.4.1.C.1.A	TRAFFIC CONTROL BARRICADES, TYPE II	20	EA		
1103.4.1.C.1.B	TRAFFIC CONTROL BARRICADES, TYPE III	6	EA		
1103.4.1.D.1	TRAFFIC CONTROL DRUMS	150	EA		
1103.4.1.H.1	PORTABLE TUBULAR MARKERS	150	EA		
1103.4.1.J.1	TRAFFIC CONTROL MAINTENANCE	500	MH		

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".

SIGNATURE _____

DATE _____

BASE BID SCHEDULE

Cemetery Rd and SH-44 Intersection, Middleton
City of Middleton

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
1105.4.1.A.5	PERMANENT SIGNING	93.0	SF		
1105.4.1.C.1	STEEL SIGN POSTS	6.0	EA		
2010.4.1.A.1	MOBILIZATION	1.0	LS		
2020.4.1.F.1	REFERENCE AND RESET MONUMENTS	5.0	EA		
2030.4.1.A.1	MANHOLE TYPE STORM DRAIN, ADJUST TO GRADE	3.0	EA		
2030.4.1.D.1	MISCELLANEOUS UTILITY, ADJUST TO GRADE TYPE JUNCTION BOX	2.0	EA		
SP 07001	TRAFFIC SEPARATOR TYPE 1	260.0	LF		
SP 07002	EXTRUDED CURB TYPE 3	195.0	LF		
SP 07003	18" YELLOW CHANNELIZER	14.0	EA		
SP 09000	CONSTRUCTION SURVEY	1.0	LS		
SP 11551	PEDESTRIAN TEMPORARY TRAFFIC CONTROL PLAN	1.0	CA	\$ 5,000.00	\$ 5,000.00
SP 20009	INSTALL 6-FT VINYL FENCE	140.0	LF		

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SIGNATURE _____

DATE _____

BASE BID SCHEDULE

Cemetery Rd and SH-44 Intersection, Middleton
City of Middleton

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
SP 32000	MISCELLANEOUS SITE WORK	1.0	CA	\$ 50,000.00	\$ 50,000.00
SSP 06013	STORM WATER MANAGEMENT PLAN PREPARATION & APPROVAL	1.0	LS		
SSP 08104	TEMPORARY ASPHALT SIDEWALK	100.0	SY		
SSP 08125	ASPHALT REPAIR - OTHER	141.0	SY		
SSP 11008	PORTABLE FLOOD LIGHTS	300.0	HR		
SSP 11400	OBLITERATE PAVEMENT MARKINGS	1500.0	SF		
SSP 20003	TEMPORARY CONSTRUCTION FENCING	500.0	LF		
SSP 25050	4" TOPSPOIL	479.0	SY		
SSP 25080	REMOVE AND RESET MAILBOX	2.0	EA		
SSP 29064	SOD REPAIR	479.0	SY		
SSP 29067A	REPAIR LANDSCAPING	1.0	LS		
SSP 29090	TRIM TREE	9.0	EA		

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SIGNATURE _____

DATE _____

BASES BID SCHEDULE

Cemetery Rd and SH-44 Intersection, Middleton

City of Middleton

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
SSP 29101	REMOVE AND RESET SPRINKLER SYSTEM	1000.0	LF		
301-005A	GRANULAR SUBBASE	178.0	TON		
303-021A	3/4" AGGREGATE TY A FOR BASE	57.0	TON		
405-435A	SUPERPAVE HMA PAV INCL ASPH&ADD, CL SP-3 WITH PG 64-28	64.0	TON		
616-090A	SPECIAL INSTALL SIGN	6.0	EA		
619-010A	ILLUMINATION TYPE 2	1.0	LS		
630-010A	TRANSVERSE, WORD, SYMBOL, AND ARROW PAVEMENT MARKINGS - PREFORMED THERMOPLASTIC	1223.0	SF		
630-025A	LONGITUDINAL PAVEMENT MARKING - WATERBORNE	2188.0	FT		
640-015A	TYPE III SUBGRADE SEPARATION GEOTEXTILE	195.0	SY		
656-010A	SIGNAL HOUSING	12.0	EA		
656-015A	INTERSECTION PREEMPTION DETECTION SYSTEM	1.0	EA		
656-020B	INTERSECTION DETECTION SYSTEM - RADAR	1.0	EA		

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SIGNATURE _____

DATE _____

BASE BID SCHEDULE

Cemetery Rd and SH-44 Intersection, Middleton
City of Middleton

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
656-025C	ELECTRICAL SERVICE PEDESTAL TYPE 3	1.0	EA		
656-030A	INTERSECTION SIGNAL STRUCTURE	4.0	EA		
656-035A	INTERSECTION PEDETRIAN SYSTEM	8.0	EA		
656-040A	SIGNAL CABINET	1.0	EA		
656-045A	SIGNAL CONTROLLER	1.0	EA		
656-070A	ADDITIONAL ELECTRICAL ITEMS	1.0	LS		

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SIGNATURE _____

DATE _____

TOTAL BASE BID

ALTERNATE 1 BID

9TH STREET EXTENSION

ALTERNATE 1 BID SCHEDULE

9th St Extension City of Middleton

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
201.4.1.B.1	CLEARING AND GRUBING	1	LUMP SUM		
201.4.1.C.1	REMOVAL OF OBSTRUCTIONS	1	LUMP SUM		
202.4.1.A.1	EXCAVATION (PLAN QUANTITY)	1323	CY		
202.4.5.A.1	UNSUITABLE MATERIAL EXCAVATION	500	CY		
601.4.1.A.5.8A	8" IRRIGATION PIPE, C900 PVC	43	LF		
601.4.1.A.5.12A	12" STORM DRAIN PIPE, C900 PVC	40	LF		
602.4.1.F.1A	CATCH BASIN - TYPE I	2	EA		
602.4.1.H.1.1000	PRECAST SEDIMENT BOX	1	EA		
706.4.1.A.5	STANDARD 6" VERTICAL CURB AND GUTTER	1089	LF		
706.4.1.E.1	CONCRETE SIDEWALK, 4" THICKNESS	341	SY		
706.4.1.F.1	CONCRETE DRIVEWAY APPROACH	54	SY		
706.4.1.H.1	PEDESTRIAN RAMP TYPE A , WITH DETECTABLE WARNING DOMES	2	EA		

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SIGNATURE _____

DATE _____

ALTERNATE 1 BID SCHEDULE

9th St Extension City of Middleton

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
801.4.1.B.1	6" MINUS UNCRUSHED AGGREGATE BASE (PLAN QUANTITY)	1837	TON		
802.4.1.B.1	CRUSHED AGGREGATE FOR BASE TYPE I (PLAN QUANTITY)	785	TON		
810.4.1.A.1	PLANT MIX PAVEMENT (SUPERPAVE SP-3, PG 64-28)	350	TON		
1102.4.1.E.1	INSTALL 1-4" DIAMETER SCHEDULE 40 PVC FIBER OPTIC CONDUIT WITH 1-#12 THWN GREEN LOCATE WIRE	470	LF		
1102.4.1.F.1	JUNCTION BOX, SIZE S-45T/ ADA W/ RISER	1	EA		
1103.4.1.B.1	TRAFFIC CONTROL SIGNS	260	SF		
1103.4.1.D.1	TRAFFIC CONTROL DRUMS	50	EA		
1103.4.1.H.1	PORTABLE TUBULAR MARKERS	100	EA		
1103.4.1.J.1	TRAFFIC CONTROL MAINTENANCE	80	MH		
1104.4.1.B.1	THERMOPLASTIC PAVEMENT MARKINGS	164	SF		
1105.4.1.C.1	ROADSIDE TRAFFIC SIGN INSTALLATION (ONE METAL POST)	1	EA		
1105.4.1.A.1	PERMANENT SIGNING	9	SF		

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SIGNATURE _____

DATE _____

ALTERNATE 1 BID SCHEDULE

9th St Extension City of Middleton

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
2050.4.1.C.1	SUBGRADE SEPARATION GEOTEXTILE (TYPE II)	2444	SY		
SP 06000	RELOCATE ROADSIDE SIGN	1	EA		
2010.4.1.A.1	MOBILIZATION	1	LUMP SUM		
SP 02020	GRAVEL REPAIR	23	SY		
SP 06004	SEEPAGE BED 10-Ft DEPTH X 10-Ft WIDTH, PIPE SIZE 12", ITEM SP 06004	90	LF		
SP 06013	SWPPP PREPARATION AND STORM WATER MANAGEMENT	1	LUMP SUM		
SP 09000	CONSTRUCTION SURVEY	1	LUMP SUM		
SSP 25002	ORNAMENTAL ROCK	14	CY		
SSP 25050	4" TOPSOIL	23	SY		
SSP 29064	SOD REPAIR	23	SY		
SSP 29090	TRIM TREE	1	EA		
SSP 29101	REMOVE & RESET SPRINKLER SYSTEM	90	LF		

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".

SIGNATURE _____

DATE _____

TOTAL ALTERNATE 1 BID

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

The contract will be awarded on the basis of BASE BID (CEMETERY ROAD and SH-44 INTERSECTION) only. ALTERNATE 1 (9th STREET EXTENSION) will be awarded to the selected contractor only if funding is available to complete BASE BID + ALTERNATE 1.

Bidder acknowledges that 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 within 275 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 305 calendar days after the date when the Contract Times commence to run. Contractor may begin work upon Notice to Proceed.

6.01 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 _____;

B. List of Proposed Subcontractors, as required by Idaho Code;

HVAC: _____

Plumbing: _____

Electrical: _____

C. 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;

D. Public Works License No.: _____ [or] Evidence of Bidder's ability to obtain necessary License and a covenant by Bidder to obtain said 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 [State where Project is located] 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____.

Public Works License No. _____.

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)*:

BID

Bid Due Date:

Description *(Project Name and Include Location)*:

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum _____ \$ _____
(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.

CONTRACT DOCUMENTS

Notice of Award

Date: _____

Project: Cemetery Road and SH-44 Intersection

Owner: City of Middleton, Idaho

Owner's Contract No.:

Contract:

Engineer's Project No.:

Bidder:

Bidder's Address:

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Cemetery Road and SH-44 Intersection.

The Contract Price of your Contract is: _____
_____ (\$ _____)

2 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

~~_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.~~

You must comply with the following conditions precedent within fifteen [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner 2 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:
Insurance Certificates

Failure to comply with these conditions within fifteen (15) days will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Middleton, Idaho
Owner
By: _____
Authorized Signature

Honorable Mayor

Title

Copy to Engineer

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ City of Middleton, Idaho _____ (“Owner”) and

_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – This project will consist of furnishing all labor, materials, equipment and supplies to construct a traffic signal. Work includes traffic control, site preparation, installing concrete pedestrian facilities, and BMPs. All work, materials and installation shall be in accordance with the project plans, specifications, Idaho Standards for Public Works Construction and Middleton Supplemental Specifications to the ISPWC.

ARTICLE 3 – THE PROJECT

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

Cemetery Road and SH-44 Intersection Project

ARTICLE 4 – ENGINEER

4.01 The Project has been designed by Precision Engineering 379 E Shore Drive, Ste 120 | Eagle, ID 83616. Civil Dynamics PC, City Engineer, is 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.

ARTICLE 5 – CONTRACT TIMES

5.01 *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 *Days to Achieve Substantial Completion and Final Payment*

Bidder agrees that the Work will be substantially complete within 275 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the

General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 305 calendar days after the date when the Contract Times commence to run.

4.03 *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 \$500 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 \$500 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. 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 20 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.

- 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.

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 8% 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, and (2) reports and drawings of Hazardous Environmental Conditions, if any.
 - 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.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond
 - 3. Payment bond
 - 4. Special Addendum to the Contract
 - 5. General Conditions (pages 1 to 62, inclusive).
 - 6. Supplementary Conditions (pages 1 to 10, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings/Map.
 - 9. Addenda (numbers to , inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award:

11. 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 shall 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 any thing 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*

None listed

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:

City of Middleton, Idaho _____

By: _____

Title: Honorable Mayor _____

Attest: _____

Title: _____

Address for giving notices:

1103 W Main St _____

Middleton, ID 83644 _____

(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.)

CONTRACTOR

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

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*):

CONTRACT

Effective Date of Agreement:
Amount:
Description (*Name and Location*):

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> :

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*):

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

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:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 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:
 - 4.1 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.
 - 4.2 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. Reserved.
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

15.1 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.

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

15.3 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)*:

**SPECIAL ADDENDUM TO CONTRACT WITH THE CITY OF MIDDLETON
COMPLIANCE WITH IDAHO CODE § 67-2346 AND IDAHO CODE § 67-2359**

CERTIFICATION OF COMPANY

WHEREAS, the City of Middleton and _____
(Company), are entering into that certain contract to which this Special Addendum is attached (Contract); and,

WHEREAS, the Company is required by law to make certain certifications in contracts with the City of Middleton concerning the Company's business practices and ownership.

NOW, THEREFORE, THE COMPANY CERTIFIES THE FOLLOWING:

ANTI-BOYCOTT AGAINST ISRAEL ACT. IDAHO CODE § 65-2346.

[] By checking this box, the Company certifies that the Company is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. For the purpose of this certification, the terms "Boycott Israel" and "Boycott the State of Israel" shall have the meanings assigned to them by Idaho Code § 67-2346.

**CONTRACT WITH A COMPANY OWNED OR OPERATED BY THE GOVERNMENT
OF CHINA PROHIBITED. IDAHO CODE § 65-2359.**

[] By checking this box, the Company certifies that the Company is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. For the purpose of this certification, the term "Government of China" shall have the meaning assigned to it by Idaho Code § 67-2359.

AUTHORIZED SIGNATORY OF THE COMPANY

Printed Name: _____

DATE: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

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

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or
- 3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to

permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
 - 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners,

employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or 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 the 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; and
 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.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or

entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its

use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and 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.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner

and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts

any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.

- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the

Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe

access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner’s duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws

and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations

on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of,

and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of

executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part;
 - 2. approve the Claim; or
 - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 - 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in

the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers,

architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's

review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and

- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or
3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). 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 *Copies of Documents*

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

- A. Owner shall furnish to Contractor up to 1 printed or hard copies of the Drawings and Project Manual and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.**

SC-4.02 *Subsurface and Physical Conditions*

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. None.****
- D. The reports and drawings identified above are part of the Contract Documents, and the “technical data” contained therein the Contractor may rely. Contractor is not entitled to rely upon any other information and data known to or identified by Owner or Engineer**

SC-4.06 *Hazardous Environmental Conditions*

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: \$500,000

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 \$2,000,000
- b. Products - Completed Operations Aggregate \$2,000,000
- c. Personal and Advertising Injury \$2,000,000
- d. Each Occurrence (Bodily Injury and Property Damage) \$2,000,000
- e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
- f. Excess or Umbrella Liability
 - General Aggregate \$2,000,000
 - Each Occurrence \$2,000,000

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- a. **Bodily Injury:**
 - Each person **\$2,000,000**
 - Each Accident **\$2,000,000**

- b. **Property Damage:**
 - Each Accident **\$2,000,000**

[or]

- a. **Combined Single Limit of** **\$2,000,000**

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 **\$2,000,000**
 - Each Accident **\$2,000,000**

- b. **Property Damage:**
 - Each Accident **\$2,000,000**
 - Annual Aggregate **\$2,000,000**

5. **List by name other persons or entities to be included on policy as additional insureds:**

City of Middleton, ID, Civil Dynamics PC, Precision Engineering

SC-5.06 *Property Insurance*

GC-5.06.A.1 refers to other individuals or entities that are to be identified in SCs as being entitled to protection as loss payees under the property insurance on the Work. In such cases use the following:

SC-5.06.A.1 Add the following new subparagraph after subparagraph GC-5.06.A.1:

- a. **In addition to the individuals and entities specified, include as loss payees the following:**

City of Middleton, Idaho

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-6.17 *Shop Drawings and Samples*

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-9.03 *Project Representative*

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-12.01 *Change of Contract Price*

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 10 percent of the costs incurred by the Subcontractor who actually performs the work;

SC-16.01 *Methods and Procedure*

SC-16.02 Add the following new paragraph immediately after Paragraph 16.01.

SC-16.02 *Arbitration*

Revise General Conditions, Article 16, 16.01.C. as follows:

A. Mediation. Owner and Contractor agree that they shall first submit any and all unsettled claims, and counterclaims between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) per General Conditions 16.01.A and 16.01.B. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties mutually agree to a dispute resolution method of arbitration, and (2) in any case either party may seek to have the Dispute resolved by the District Court of the Third Judicial District of the State of Idaho.

B. Arbitration. If the parties mutually agree, the Disputes between Owner and Contractor shall be settled by arbitration in accordance with the American Arbitration Association rules effective at the Effective Date of the Agreement, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under prevailing law of any court having jurisdiction.

1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement. The demand must first be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.

2. All demand for arbitration and all answering statements thereto which include any monetary claims must contain a statement of the total sum or value in controversy as alleged by the party making such demand Disputes that are not subject to arbitration may be resolved in the District Court for the Third Judicial District of the State of Idaho

CONSTRUCTION DOCUMENTS

Notice to Proceed

Date: _____

Project: Cemetery Road and SH-44 Intersection	
Owner: City of Middleton, Idaho	Owner's Contract No.:
Contract:	Engineer's Project No.:
Contractor:	
Contractor's Address:	

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 5 of the Agreement, the date of Substantial Completion is _____.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

_____ *[add other requirements]*.

_____	Owner
_____	Given by:
_____	Authorized Signature
_____	Title
_____	Date

Copy to Engineer

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner): City of Middleton, Idaho	From (Contractor):	Via (Engineer):
Project: Cemetery Road and SH-44 Intersection	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ _____
			2. Net change by Change Orders..... \$ _____
			3. Current Contract Price (Line 1 ± 2)..... \$ _____
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F on Progress Estimate)..... \$ _____
			5. RETAINAGE:
			a. X _____ Work Completed..... \$ _____
			b. X _____ Stored Material..... \$ _____
			c. Total Retainage (Line 5a + Line 5b)..... \$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ _____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
			8. AMOUNT DUE THIS APPLICATION..... \$ _____
			9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G on Progress Estimate + Line 5 above)..... \$ _____
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

Contractor's Certification	
<p>The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>	
By:	Date:

Payment of:	\$ _____	
		(Line 8 or other - attach explanation of the other amount)
is recommended by:	_____	_____
	(Engineer)	(Date)
Payment of:	\$ _____	
		(Line 8 or other - attach explanation of the other amount)
is approved by:	_____	_____
	(Owner)	(Date)
Approved by:	_____	_____
	Funding Agency (if applicable)	(Date)

Change Order

No. _____

Date of Issuance: _____

Effective Date: _____

Project: Cemetery Road and SH-44 Intersection	Owner: City of Middleton, Idaho	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price: No Change

Original Contract Times: Working Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

\$ _____

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

\$ _____

[Increase] [Decrease] of this Change Order:

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date): _____

\$ _____

Contract Price incorporating this Change

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

\$ _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable):

Date: _____

Certificate of Substantial Completion

Project: Cemetery Road and SH-44 Intersection

Owner: City of Middleton, Idaho

Owner's Contract No.: N/A

Contractor:

Engineer's Project No.:

This Certificate of Substantial Completion applies to:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A tentative list of items to be completed or corrected is noted above. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

~ Amended Responsibilities

~ Not Amended

Owner's Amended Responsibilities:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

FINAL CONTRACT VOUCHER CERTIFICATE

Contractor: _____

Project Name: Cemetery Road and SH-44 Intersection

Final Contract Amount: _____

Contractor's Certification

I, the undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan or gratuity of gift in any form whatsoever has been extended to any employee of the City of Middleton, nor have I rented or purchased any equipment or materials from any employee of the City of Middleton; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Middleton for work performed and material furnished under this contract; that I have carefully examined said final estimate and understand the same, and that I hereby release the City of Middleton from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in the said estimate..

X _____
Contractor Authorized Signature Required

Type Signature Name

Printed Name:

NOTARY PUBLIC in and for the State
Idaho, residing at _____
My Commission Expires: _____

Owner Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct.

X _____
Project Engineer Date Approved

X _____
Date Approved

Note: Contractor's Claims, if any, must be included, and the Contractor's Certification must be labeled indicating a Claim attached.

SPECIAL PROVISIONS

SPECIAL PROVISIONS

Cemetery Rd and SH-44 Intersection, Middleton

Project No. 23005

PS&E Submittal



April 8, 2024

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 Schedules and as provided in the current edition of the IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (hereafter referred to as the ISPWC) and all current CITY OF MIDDLETON STANDARDS FOR PUBLIC WORKS CONSTRUCTION STANDARDS (COMSPW). The Contractor is required to be a holder of the ISPWC and all COMSPW REVISIONS as adopted by The City of Middleton (COM). 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. CONSTRUCTION PHASING & TRAFFIC CONTROL

The Contractor shall submit detailed construction phasing and traffic control plans to COM 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 and shall address pedestrian detours whenever construction activities necessitates closure of any existing pedestrian facilities. During the roadway closures, the contractor shall maintain one 11-foot travel lane for emergency vehicle and local traffic access. The existing stop control within the project limits shall remain in effect at all times. This may require removing and resetting the existing sign during construction.

All costs associated with preparing the traffic control plans and executing the Construction Phasing and Traffic Control during construction shall be included in the 1103 bid items and no separate payment will be made.

TRAFFIC SIGNAL ACTIVATION: Activating the traffic signal shall take place after the splitter islands in Phase 4 of the Traffic Control Phasing is completed and the new pavement markings have been installed.

NOTIFICATIONS: Contractor shall notify the Middleton Fire and Police Departments a minimum of 24 hours prior to any roadway closures.

4. ADA DURING CONSTRUCTION

The needs and control of all road users (motorists, bicyclists, and pedestrians within the highway and/or public right-of-way, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA), Title II, Paragraph 35.130) through a temporary traffic control "TTC" zone shall be an essential part of highway construction, utility work, maintenance operations, and the management of traffic incidents. The primary function of TTC is to provide for the reasonably safe and efficient movement of road users through or around TTC zones while reasonably protecting workers, responders to traffic incidents, and equipment.

Temporary facilities, including reasonably safe pedestrian routes around work sites, are also covered by the accessibility requirements of the Americans with Disabilities Act of 1990 (ADA) (Public Law 101-336, 104 Stat.327, July 26, 1990. 42 USC 12101-12213 (as amended)). Implementation of TTC plans and installation and maintenance of devices shall be the responsibility of the Contractor performing the construction, alteration and/or maintenance of the highway or public right-of-way. When an existing continuous sidewalk or street crossing route cannot be maintained for pedestrians because of construction, either temporary walkways with curb ramps are to be provided, or the construction shall be phased to maintain access to the affected addresses. **Contractors shall be allowed flexibility as long as the requirements are met.**

The location of the construction project and whether or not accessible facilities are present shall also determine the extent of the needed temporary facilities. The **Contractor is only required to maintain practical continuity** where accessible facilities already exist. On low speed rural roads that do not have sidewalks and are used by bicyclists, no additional measures are needed as the bicycles can share the available travel lanes with other traffic. On moderate to higher speed rural roads, if a bike lane exists then it should be properly detoured, complete with signage, to provide a safe route through or around the work area. If a road or bridge project affects vehicular traffic to a business, residence, school or any other type of pedestrian generating location with existing accessible facilities, then pedestrian and handicapped access must be maintained.

A continuous route for all pedestrians, including the disabled and bicyclists, shall be maintained at all times. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. The temporary route should enable pedestrians to bypass the construction site while minimizing the retracing of their steps or going significantly out of their way. Additional consideration must be given to the disabled since they may not have the physical or cognitive ability to improvise (e.g. balancing along the curb or a very narrow path) or use unofficial alternatives (e.g. using an adjacent grass surface). Temporary routes must meet the accessibility guidelines of the ADA for permanent facilities and shall be marked with the proper signage. Should existing crosswalks at signalized intersections be closed or made inaccessible, temporary crosswalks should be painted in an accessible location. Temporary signals should include pedestrian phases.

Contractors shall not block temporary walkways with Contractor parking, materials piles, signs, rubble or rubbish. Construction equipment and equipment operation must be separated from the temporary walkways. At work zones where higher volumes of pedestrian traffic or school children exist, pedestrian fences or other protective barriers may be needed to prevent access into the construction area.

5. ACCESS DURING CONSTRUCTION

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 and pedestrians. The cost to maintain access shall be considered incidental to other items of work and no separate payment will be made.

6. PROTECTION OF TREES & 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.

7. 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.

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 1-800-342-1585.

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.

Utilities require a two-week window to complete their relocations and adjustments after clearing, grubbing, tree trimming and tree removal. These utility windows may impact the Contractor's schedule by that amount of time. Contractor is to coordinate with utilities to schedule construction windows. Utility adjustments, relocations or replacements may not be completed prior to construction. The Contractor shall coordinate and accommodate work with utility companies. The utility company contacts are located on the Title Sheet of the project plan sheets.

8. 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 Owner and COM. Final release of contract retainage will not be authorized until this provision has been met.

9. RETAIN & PROTECT EXISTING ITEMS

All items outside of the right-of-way and temporary construction easements shall be retained and protected unless specifically noted otherwise on the plans.

10. PROPERTY CORNERS & SURVEY MONUMENTS

If property corners or survey monuments are found during construction, the Contractor shall notify COM prior to disturbing the property corners or monuments. The Contractor shall contact the project Surveyor (licensed in the state of Idaho) to tie the monument prior to disturbance (per Idaho Code 55-1613) and replace following the completion of work. All cost shall be the responsibility of the Contractor.

11. STORM DRAIN & IRRIGATION FLOWS

The Contractor is responsible for transmitting existing storm drain and irrigation flows during construction. Maintaining these flows may require the Contractor to install temporary collection points for transmitting and bypassing the systems to complete the project tasks. All costs associated with transmitting both existing storm drain and irrigation flows, including flows from the temporary water quality best management practices, on the project shall be considered incidental to other items of work and no separate payment will be made.

12. ASPHALT AND CONCRETE CUTTING

All cutting of existing asphalt pavement and concrete shall be by saw. The costs associated with cutting existing asphalt pavement and concrete shall be considered incidental to other items of work and no separate payment will be made.

13. TRENCHES AND PIPE BEDDING

All backfill for storm drain and irrigation pipes shall be Type A-1 according to the specifications set forth in the current edition of the ISPWC section 306 (Trench Backfill). Pipe bedding for storm drain and gravity irrigation shall be Class A-1 according to the specifications set forth in the current edition of the ISPWC Section 305 - Pipe Bedding. All costs associated with trenching and pipe bedding shall be included in the individual pipe bid items, and no separate payment will be made.

14. SOURCES

The Contractor shall use approved commercial sources for Uncrushed Aggregate Base, Crushed Aggregate for Base Type I, plant mix/superpave pavement aggregates, Portland cement concrete aggregates, structural fill, trench bedding and backfill.

15. 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. 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.

16. PROPERTY OWNER COORDINATION

The Contractor shall coordinate items of work affecting adjacent property with the property owners or their agents. The Contractor shall prepare a public notice flier describing the project, the anticipated duration and any anticipated changes to current traffic patterns. After approval by COM, this flier shall be delivered by the Contractor to property owners within 300-ft radius of the project. This work shall be considered incidental to other items of work and no separate payment will be made.

17. WARNING & 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 shall 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 shall be incidental to other bid items.

18. ON SITE SUPERVISION

The General Contractor shall provide competent on-site supervision during all construction activities, including SUBCONTRACTOR activities. The superintendent 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 the OWNER within five (5) working days before the event occurs.

19. VARIATIONS IN QUANTITIES

The estimate of quantities listed in the Bid Schedule are approximate only and the Owner shall have the right to increase or decrease the quantities of contract items.

Where the quantity of a pay item in the contract is an estimate quantity and where the actual quantity of such pay item varies by more than 25% above or below the estimated quantity stated in the contract, an equitable adjustment in the contract price may be made upon agreement of parties to the contract. The costs equitable adjustment shall be based upon any increase or decrease in costs due solely to the variations above 125% or below 75% of the estimated quantity. When the total pay quantity of an item of work is less than 75% of the contract bid quantity, payment for the work will in no case exceed the payment that would have been made for performance of 75% of the bid item quantity at the contract unit price. Detailed pricing information shall be provided for all negotiated pricing adjustments.

20. FIBERMESH

All concrete including but not limited to curbs, curb and gutter, valley gutter, sidewalk and driveway approaches shall contain Fibermesh or approved equal by COM at an application rate of 1.5 lbs/cy. All costs associated with Fibermesh shall be included in the individual cast in place concrete bid items, and no separate payment will be made.

21. TESTING AND CONSTRUCTION OBSERVATION

All testing and observation shall be performed in accordance with the ISPWC and the COMSPW or as outlined in the plans and these special provisions. The contractor is solely responsible for scheduling all inspection and testing as required. All costs of retesting for previously failed tests shall be back charged to the responsible Contractor. All cost of re-inspecting failed items shall also be back charged to the responsible Contractor.

22. PRECONSTRUCTION MEETING

Prior to scheduling a preconstruction meeting the contractor shall submit all material certifications and required submittals as outlined in the Submittals section of the ISPWC and the COMSPW. The contractor shall submit a traffic control phasing plan for review. Said traffic control plan shall be in accordance with the MUTCD 2009 traffic control devices, ISPWC, plans, and as outlined in these special provisions.

Once it is determined that all material requiring submittals have been received, a preconstruction meeting shall be held a minimum of three (3) working days prior to the start of all work including work on utilities and infrastructure. The General Contractor shall coordinate the preconstruction meeting. The Design Engineer, the City of Middleton's representatives, and all contractors, subcontractors and / or utility contractors shall be present.

23. WEEKLY PROJECT MEETINGS

The Contractor shall coordinate and hold a weekly project meeting. The meetings will be held at the same time and place each week and at a time that best accommodates each party's schedule. The meeting time and place will be determined at the preconstruction meeting. It shall be the responsibility of the Contractor to provide a meeting place, schedule, attend, conduct, and provide a weekly meeting agenda and a look ahead schedule. All cost shall be considered incidental to other project items and no separate payment will be made.

24. PERMITS

The Contractor shall secure all required permits to do work within the City of Middleton right-of-way at least forty-eight (48) hours prior to construction.

25. FLEXIBLE WATER TIGHT STORM DRAIN AND IRRIGATION PIPE CONNECTION

All storm drain and irrigation pipe connections to precast storm water and irrigation structures shall be core drilled and connected with a flexible water tight seal, (type: Kor-N-Seal or approved equal). All costs associated with furnishing all labor, equipment and material necessary for core drilling and installing the flexible water tight seal shall be included in the individual pipe bid items, and no separate payment will be made.

26. CONTINGENCY BID ITEMS

The following items are contingency items to be used as directed or approved by the City. The Contractor must have prior written/email approval from the City to receive payment for utilizing the following contingency items:

- 202.4.5.A.1 – Unsuitable Material Excavation
- SP-11551 - Pedestrian Temporary Traffic Control Plan
- SSP-20003 – Temporary Construction Fencing
- SP-25002 – Miscellaneous Site Work

SPECIAL PROVISIONS

ITEM 202.4.1.A.1 – EXCAVATION (PLAN QUANTITY)

ON PAGE 15 OF SECTION 202 OF THE ISPWC, PART 4.1.A, replace the entire section with the following:

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 excavating, 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 on-site borrow for embankment fill is incidental to the excavation pay item and no separate payment will be made.

Payment for this item shall be made under:

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

ITEM 202.4.5.A.1 – UNSUITABLE MATERIAL EXCAVATION

ON PAGE 8 OF SECTION 202 OF THE ISPWC, PART 3.7, add the following:

- E. If suitable material is not encountered after removing unsuitable material to a depth 2-ft below proposed subgrade. The Contractor shall stop over excavation and install subgrade geotextile meeting the requirements outlined in section 2050 and place repair material suitable for construction to meet the compaction and density requirements of Class A. All work and materials associated with the installation of the geotextile shall be considered incidental to other 202 bid items.

ON PAGE 17 OF SECTION 202 OF THE ISPWC, PART 4.5.A.1, add the following:

ITEM 19, “VARIATIONS IN QUANTITIES”, ON PAGE 5 OF THE GENERAL NOTES, shall not apply to this bid item.

601 ITEMS – 601-CULVERT, STORM DRAIN AND GRAVITY IRRIGATION PIPE

ON PAGE 7 OF SECTION 601 OF THE ISPWC, PART 3.2, add the following:

- Q. Trenches for Storm Drain/Gravity Irr Pipe shall include nonmetallic tape identifying the pipe.

602 ITEMS – STORM DRAIN INLETS, CATCH BASINS, MANHOLES, AND GRAVITY IRRIGATION STRUCTURES

ON PAGE 8 OF SECTION 602 OF THE ISPWC, PART 3.9.A, delete the following:

21 inches

And replace with the following:

12 inches

ON PAGE 8 OF SECTION 602 OF THE ISPWC, PART 3.9.B, delete the entire paragraph and replace with the following:

Grade Rings: Cast in place concrete blocks shall be installed in place of grade rings. The block shall not exceed 12” in height and shall be grouted to the cone section of the manhole and to the manhole frame.

703 ITEMS – CAST-IN-PLACE CONCRETE

ON PAGE 9 OF SECTION 703 OF THE ISPWC, PART 3.1.B, add the following:

3/8” preformed expansion joint filler and sealer shall be installed with a spacing not to exceed 50 feet for new sidewalk construction excluding the curb ramp construction.

ITEM 801.4.1.B.1 – 6” MINUS UNCRUSHED AGGREGATE BASE (PLAN QUANTITY)

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 60.

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

E. For estimating purposes a unit weight of 135 lb/ft³ was used to calculate the tonnage.

ON PAGE 5 OF SECTION 801 OF THE ISPWC, PART 4.1.A, replace the entire section with the following:

This item shall be paid for by the ton on a plan quantity basis with no final measurement, for which the price and payment shall constitute full compensation for loading, hauling, spreading, blending, shaping, drying, watering and compacting uncrushed aggregate base material, 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 mass/weight of uncrushed aggregate base material required to construct the uncrushed aggregate base as shown on the project plans and standard drawings and as described in the ISPWC and these Special Provisions.

Payment for this item shall be made under:

801.4.1.B.1 – 6” Minus Uncrushed Aggregate Base (Plan Quantity) – Per Ton

ITEM 802.4.1.B.1 – CRUSHED AGGREGATE FOR BASE TYPE I (PLAN QUANTITY)

ON PAGE 2 OF SECTION 802 OF THE ISPWC, PART 2.1 - MATERIALS, add the following:

H. For estimating purposes a unit weight of 130 lb/ft³ was used to calculate the tonnage.

ON PAGE 7 OF SECTION 802 OF THE ISPWC, PART 4.1.A, replace the entire section with the following:

This item shall be paid for by the ton on a plan quantity basis with no final measurement, for which the price and payment shall constitute full compensation for loading, hauling, spreading, blending, shaping, drying, watering and compacting crushed aggregate base type I material, 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 mass/weight of crushed aggregate base type I material required to construct the crushed aggregate base as shown on the project plans and standard drawings and as described in the ISPWC and these Special Provisions.

802.4.1.B.1 – Crushed Aggregate Base Type I (Plan Quantity) – Per Ton

ITEM 810.4.1.A.1 – PLANT MIX PAVEMENT (SP-3)

ON PAGE 3 OF SECTION 810 OF THE ISPWC, PART 2.1.D, add the following:

3. Superpave SP-3 pavement (or better) to be constructed at locations shown on the plans shall be 1/2” aggregate mix, with PG 64-28 asphalt and 0.5% heat-stable, anti-strip additive. The asphalt tack coat material shall be CSS-1 emulsified asphalt diluted 50 percent with a residual distribution rate of 0.05 gallons/square yard, maximum allowable percent of recycled plant mix is 17% of the total plant mix.

4. For estimating purposes a unit weight of 145 lb/ft³ was used to calculate the tonnage.

1002 – CONSTRUCTION SITE HOUSEKEEPING

ON PAGE 3 OF SECTION 1002 OF THE ISPWC, PART 4.1, add the following:

Water for dust abatement will be utilized at the COM's onsite representative's discretion to control dust during construction of the project. All labor, materials and equipment required for dust abatement will be considered incidental to other Bid Items.

1103 ITEMS – CONSTRUCTION TRAFFIC CONTROL

ON PAGE 6 OF SECTION 1103 OF THE ISPWC, PART 3.1, add the following:

- L. Temporary work zone traffic control equipment placed in public rights-of-way under City of Middleton and ITD jurisdiction shall be placed in accordance with Section 6F.03 of the Manual on Uniform Traffic Control Devices (MUTCD) 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 ft, 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 ft.
 - 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 ft 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 ft 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 by the Engineer. Temporary installations will be allowed for signs left in place less than three (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 ft above the traveled way. Sign installations of this type shall only be allowed where approved by the Engineer.
 - 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 ft 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 traffic control (TC) 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 Manual of Uniform Traffic Control Devices (MUTCD), latest edition, and Section 1103 of the Idaho Standards for Public Works Construction (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 subsection 4.1 and replace with the following sections:

- 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 traffic control (TC) 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. Traffic Control Maintenance is initiated only by authorization of the project inspector. TC Maintenance personnel will notify the project inspector upon arrival on site. Invoices for TC Maintenance hours are to be provided to the project inspector within 48 hours of the day the activity took place.
- 4.5. Traffic Control Flagging is initiated only by authorization of the project inspector. Traffic Control Flagging will be considered incidental to other Traffic Control Bid items and no separate payment shall be made. Traffic Control Flagging personnel will notify the project inspector upon arrival on site.
- 4.6. 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 *Manual on Uniform Traffic Control Devices*, current edition.

ITEM 19, “VARIATIONS IN QUANTITIES”, ON PAGE 5 OF THE GENERAL NOTES, SECOND PARAGRAPH, shall not apply to this bid item.

ITEM 1104.4.1.B.1 – PAVEMENT MARKINGS (THERMOPLASTIC)

ON PAGE 6 OF SECTION 1104 OF THE ISPWC, PART 4.1.B, add the following:

ITEM 19, “VARIATIONS IN QUANTITIES”, ON PAGE 5 OF THE GENERAL NOTES, shall not apply to this bid item.

Thermoplastic markings (Symbols, Words, Crosswalks, Yield bars and Stop Bars) will be measured by the square foot of tape including deductions for gaps in broken traffic stripes. A traffic stripe that consists of two coats of paint shall be measured as one traffic stripe.

The following areas are provided as a means to determine the area of individual symbols and words. The following areas will be used to determine the measured area of the respective markings.

<u>Legend</u>	<u>Area (Sq. Ft.)</u>
Through Arrow	12
Left/Right Turn Arrow	16
Left/Right Turn and Through Arrow	29
Left Turn w/Dot and Through Arrow	31
Right Lane Drop Arrow	42
YIELD	24
BUMP	24

ITEM 1105.4.1.C.1 –STEEL SIGN POST (TYPE E1 AND E2)

ON PAGE 5 OF SECTION 1105 OF THE ISPWC, PART 4.1.C.2, delete the following:

Bid Schedule Description: Steel Sign Posts...pound (LB).

And replace with the following:

Bid Schedule Description: Steel Sign Posts...each (EA).

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 on each road segment.

All survey monuments found shall be exposed upon completion of paving and a 4” steel ring shall be placed around the existing undisturbed survey monument and back filled with sand. Any existing survey monuments found to lie greater than 6” below the new finished surface shall also be reset and placed within 1” of the new finished surface. Section corners and section ¼ corners reset shall be with a 3” minimum diameter brass or aluminum cap; all other monuments being reset shall be with a 5/8” rebar and cap set by a Professional Land Surveyor and shall be in conformance with Idaho Code Title 55, Chapter 16 and accepted standards of surveying.

SP 02020 – GRAVEL REPAIR

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

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 ¾" aggregate base course, on a compacted subgrade. Materials shall meet the requirements of Section 802.

Measurement and Payment:

ITEM 19, "VARIATIONS IN QUANTITIES", ON PAGE 5 OF THE GENERAL NOTES, shall not apply to this bid item.

Payment for this item will be made under:

SP 02020 - Gravel Repair - Per Square Yard

SP-06000 – RELOCATE ROADSIDE SIGN

Existing roadside signs shall be removed and relocated to the new locations shown on the plans. Relocated signs shall be installed on new metal post and base per ISPWC detail SD-1130 detail. Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location or as directed by the COM.

Signs shall be carefully removed to prevent damage. Any sign damaged or destroyed due to the Contractor's negligence shall be replaced by the Contractor at no cost to COM.

The contract unit price paid per each for relocate roadside sign shall include full compensation for furnishing all labor, materials including new metal post, tools, equipment and incidentals for completing the work involved in relocating roadside signs, complete in place, including installation of anchor assembly.

SP-06000 – Relocate Roadside Sign – Per Each

SP 06004 - SEEPAGE BED 10-FT DEPTH X 10-FT WIDTH, PIPE SIZE 12"

Description: This item shall include all costs associated with installing a storm drain seepage bed at the location shown on the project plans. This item includes all excavation, labor, equipment, and materials necessary to construct and install the infiltration bed as detailed and located on the plan & profile sheets and as directed by COM

Materials: All materials including all aggregate, sand, drain rock, and all other materials shall conform to ISPWC Division 800. Geotextile shall conform to ISPWC Division 2000. Pipe shall conform to ISPWC Division 600.

Workmanship: Seepage Bed shall be constructed per plans. Excavate the seepage bed to the design dimensions. Excavated material shall be placed away from the trench sides to enhance trench wall stability. Large tree roots must be trimmed flush with trench sides in order to prevent fabric puncturing or tearing of the filter fabric. The side walls of the trench shall be roughened where sheared and sealed by heavy equipment. Voids may occur between the fabric and the excavated sides shall be avoided. Removing stones or other obstacles from the trench walls is one source of such voids. Therefore, natural free draining soils should be placed in these voids at the most convenient time during construction to ensure fabric conformity to the excavation sides. Care shall be exercised to prevent natural or fill soils from intermixing with the stone aggregate. All contaminated stone aggregate shall be removed and replaced with uncontaminated stone aggregate.

Measurement and Payment:

Payment for this item will be made under:

SP 06004 – Seepage Bed 10-Ft Depth X 10-Ft Width, Pipe Size 12" - Per Linear Foot

SP 07001 – TRAFFIC SEPARATOR TYPE I

SP 07002 – EXTRUDED CURB TYPE 3

This item shall consist of constructing an extruded concrete curb at the location detailed in the plans and detail sheets.

All materials shall conform to the ISPWC sections 703 and 706 for concrete curb, concrete CL-3000. All work shall conform to the ISPWC and COMSPW or as directed.

Extruded cement concrete curb shall be placed, shaped, and compacted true to line and grade.

The pavement shall be dry and cleaned of loose and deleterious material prior to curb placement. Joints in the curb shall be cut vertically and spaced at 5-foot intervals. Contractor to match existing curb profile. Refer to curb details as outlined in the plans.

Extruded Concrete Curb shall be measured per linear foot, complete, in-place.

Payment for this item will be made under:

SP 07001 – Traffic Separator Type I – Per Linear Foot

SP 07002 – Extruded Curb Type 3 – Per Linear Foot

SP 07003 – 18" YELLOW CHANNELIZER

This item shall consist of constructing an extruded concrete curb at the location detailed in the plans and detail sheets.

The surface mount channelizers shall be manufactured by Pexco (Davidson Traffic Control Products, Flexi-Guide 300) or an approved equal.

All channelizers shall be installed in compliance with the manufacturer's recommendations.

Channelizers shall be installed in the locations shown on the Plans, unless otherwise directed by the Engineer. All channelizer installations shall comply with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

18" Yellow Channelizer shall be measured per linear foot, complete, in-place.

Payment for this item will be made under:

SP 070013 – 18" Yellow Channelizer – Per Each

SP 09000 – CONSTRUCTION SURVEY

Construction staking shall include but not be limited to staking lines, grades, pipes, minor structures, curb and gutter, sidewalk, manholes, and drop inlets. The City may check grades at periodic intervals to assure compliance with the contract. Re-measurement work or proof of correct staking shall be done if the City determines that any portion does not conform with line, grade and dimensions shown on the plans or as directed, the cost shall be considered incidental to the project.

9000.01 – Project Control

Survey control monuments are shown on the Drawings as established by COMPASS Land Surveying PLLC, (208-442-0115). Prior to construction, the Contractor shall locate these monuments to ensure they have not been destroyed. In the event the Contractor is unable to locate certain monuments, the Contractor shall notify the City immediately and provide five (5) working days for the City to reestablish the missing monumentation.

The Contractor is responsible for preserving, protecting and replacing all monuments and lot corners, line stakes, grade stakes, reference points, and hubs. In the event of their loss or destruction, the Contractor shall pay all costs for their replacement.

9000.02 - Sub-Grade Elevation

Set construction stakes or marks at intervals of 50 feet, or more frequently. Include additional stakes as necessary to achieve the required accuracy, and to support construction operations. Also set and maintain stakes as necessary to establish the horizontal and vertical positions of intersecting road radii, auxiliary lanes, horizontal and vertical curves, and curve transitions. Locate stakes to within 0.25 feet horizontally and establish the grade elevation to within 0.03 feet vertically.

9000.03 - Slope Stakes & Reference Hub and Stake

When necessary, slope stakes and reference hub and stake shall be established at cut and fill catch points on both sides of centerline at 50-foot stations. Cut or fill catch points shall be marked "catch". Each slope stake shall be referenced with hub and stake; with offset distance to slope stake; and offset distance and grade to top back of curb or edge of pavement at that station. In taper sections centerline also shall be referenced on stake. More traditional methods may be used, depending on a contractor's request.

9000.04 - Finishing Stakes or Blue Tops

Finishing stakes or blue tops shall be set when base course is within 0.2-foot of final grade. The stakes shall be set to the nearest 0.02 of a foot of the design grade line. Blue tops shall be set at 50-foot stations on centerline and at edge of pavement line if curb and gutter are not being constructed. Where roadways are 44-feet or greater in width, quarter crown stakes also will be set.

9000.05 - Top of Pit Run

Top of pit run will be checked at centerline and at each shoulder or lip of gutter line. Cut or fill (C/F) should be painted on the surface or use hub and "red-tops." Where roadways are 44-feet or greater in width, quarter crown stakes also will be set.

9000.06 - Pipe and Ditch Staking

Pipe and ditch staking shall be set with hub and stake on an offset line. This shall not fall within trench excavation. Offsets shall be to centerline of pipe or structure and marked with cut or fill (C/F) to flow line (FL). Where new construction is connecting to existing structures or flowlines, all existing horizontal and vertical locations shall be checked before final grade setting.

9000.07 - Minor Structures

Minor structures such as irrigation structures, sand and grease traps, manholes, street light foundations and school flasher foundations shall be staked to the centerline of structure with a minimum two (2) reference hubs and stakes per structure.

9000.08 - Curb and Gutter Staking

Curb and gutter hub, tack and stakes shall be placed every 50-feet. It shall include extra points for grade breaks/changes, high/low point on vertical curves, PC, PT, PRC, PCC, 1/2, 1/4, and radius points for curves with a radius under 50-feet, or where practical. Curves with larger radii shall have

stakes every 25-feet or less, where practical or required, and shall have offset distance to top back of curb (TBC) and cut or fill (C/F) to TBC. Where new construction is connecting to existing curb and gutter the horizontal and vertical locations shall be checked before final grade setting.

9000.09 - Field Notebooks and Forms

All field notebooks and forms used for construction staking shall become the property of the City upon completion of the work. Field notebooks used for the work shall be made available to a City representative upon request at any time during the job. Such requests may be made verbally or in writing. Field notes shall be kept in a standard format on "rite in the rain" weatherproof field book or approved equivalent. Corrections shall be made by lining out. Crew names, positions, and dates shall be recorded in the field books on the beginning sheet of each day's work.

9000.10 - Qualifications of Personnel

All construction staking shall be done under a Land Surveyor licensed in Idaho. The Surveyor shall employ enough qualified personnel experienced in highway and construction surveying to do the work. Supervision of such personnel is the responsibility of the Surveyor, and any errors by such personnel shall be corrected at the expense of the Surveyor.

9000.11 - Surveyor Responsibility

The Surveyor is responsible for calculation of the grades and alignments for staking. Any discrepancies in grade, alignment locations, or dimensions detected by the Surveyor shall be shown to the Engineer. Major differences between the horizontal or vertical alignment data on the plans and the alignment shown on the ground shall be referred to a City representative. Staking of these areas shall be delayed until differences are reconciled. The Surveyor shall compare the staked centerline cut and fill depth with the design data. Differences exceeding 1-foot at two or more consecutive points shall be reported to the Engineer for evaluation and revision.

9000.12 - City Responsibility

The City may check the accuracy of the construction stakes, lines, grades, and layouts. The City is not responsible for the accuracy of the final result of the construction stakes, lines, and layouts.

9000.13 - Surveyor Responsibility

The Surveyor shall furnish all stakes, surveying equipment, and other devices necessary for setting, checking, marking and maintaining the required points.

9000.14 - Lumber

All lumber shall have the following minimum dimensions in inches:

- Hubs 1 x 2 x 8
- Lath ½ x 2 x 48
- Stakes ½ x 2 x 16

9000.15 - Plastic Flagging

Flagging shall be plastic supplied in red, white, blue, yellow and orange. Paint of a highly visible type, may be used on the top 2" of stake. If plastic flagging is used, stakes shall be marked as follows:

All stakes shall be legibly marked with a permanent black marker or stake pencil.

TYPE OF STAKE	COLORS
Right-of-Way	Yellow
Control Points	Red/White
Pipe Stakes	Blue
Centerline	Red
Reference Points	White
Easements	Orange

9000.16 – Pavement Markings and Signing

The Contractor shall layout all work and shall receive approval prior to installing pavement markings and stripes from COM. Layout shall consist of spot painting markings or lines which will delineate the traffic stripes and pavement markings to be installed. COM shall require two (2) business days notice to schedule layout inspection. Contractor to stake the location of all post mounted signs and receive approval from COM before installation. COM shall require two (2) business days notice to schedule layout inspection.

Construction Survey shall be provided by the Contractor. The Contractor shall remove all construction stakes remaining at project completion, the cost of which shall be considered incidental to the project.

Payment for this item shall be made under:

SP 09000 – Construction Survey – Per Lump Sum

SP 11551 – PEDESTRIAN TEMPORARY TRAFFIC CONTROL PLAN

This work shall consist of preparation and implementation of a Pedestrian Temporary Traffic Control (TTC) Plan as needed in the construction area inclusive to provide temporary facilities, including reasonably safe pedestrian routes around the Contractor’s work in accordance with the Americans with Disabilities Act (ADA).

All materials (signs, barricades, temporary facilities, and appurtenances) shall be in accordance with the Americans with Disabilities Act of 1990 (ADA) and Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall develop a Pedestrian TTC Plan for work at the construction site based upon his planned construction operation. The Contractor shall submit a written outline of the TTC plan along with a layout of all temporary facilities, barricades and signing for review and approval prior to construction. The TTC plan shall provide the following:

1. The needs and control of pedestrians and bicyclists within the roadway and/or public right-of-way, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA), Title II, Paragraph 35.130) through a temporary traffic control “TTC” zone shall be an essential part of highway construction, utility work, maintenance operations, and the management of traffic incidents. The primary function of TTC is to provide for the reasonably safe and efficient movement of road users through or around TTC zones while reasonably protecting workers, responders to traffic incidents, and equipment.

2. Temporary facilities, including reasonably safe pedestrian routes around work sites, are also covered by the accessibility requirements of the Americans with Disabilities Act of 1990 (ADA) (Public Law 101-336, 104 Stat.327, July 26, 1990. 42 USC 12101-12213 (as amended)). Implementation of TTC plans and installation and maintenance of devices shall be the responsibility of the Contractor performing the construction, alteration and/or maintenance of the roadway or public right-of-way. When an existing continuous sidewalk or street crossing route cannot be maintained for pedestrians because of construction, either temporary walkways with curb ramps are to be provided, or the construction shall be phased to maintain access to the affected addresses. Contractors shall be allowed flexibility as long as the requirements are met.
3. The location of the construction project and whether or not accessible facilities are present shall also determine the extent of the needed temporary facilities. The Contractor is only required to maintain practical continuity where accessible facilities already exist. On low speed rural roads that do not have sidewalks and are used by bicyclists, no additional measures are needed as the bicycles can share the available travel lanes with other traffic. On moderate to higher speed rural roads, if a bike lane exists then it should be properly detoured, complete with signage, to provide a safe route through or around the work area. If a road or bridge project affects vehicular traffic to a business, residence, school, or any other type of pedestrian generating location with existing accessible facilities, then pedestrian and handicapped access must be maintained.
4. A continuous route for all pedestrians, including the disabled and bicyclists, shall be maintained at all times. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. The temporary route should enable pedestrians to bypass the construction site while minimizing the retracing of their steps or going significantly out of their way. Additional consideration must be given to the disabled since they may not have the physical or cognitive ability to improvise (e.g. balancing along the curb or a very narrow path) or use unofficial alternatives (e.g. using an adjacent grass surface). Temporary routes must meet the accessibility guidelines of the ADA for permanent facilities and shall be marked with the proper signage. Should existing crosswalks at signalized intersections be closed or made inaccessible, temporary crosswalks should be painted in an accessible location. Temporary signals should include pedestrian phases.
5. Contractors shall not block temporary walkways with Contractor parking, materials piles, signs, rubble, or rubbish. Construction equipment and equipment operation must be separated from the temporary walkways. At work zones where higher volumes of pedestrian traffic or school children exist, pedestrian fences or other protective barriers may be needed to prevent access into the construction area.

6. Detour and diversion routes, when used for pedestrians and bicyclists, should be evaluated for the following items:
- Direct conflicts between pedestrians and vehicular traffic, work vehicles, and other work activities must be reduced with protective barriers or continuous high contrast fencing (min 36" high with a 6" high toe board). See Manual on Uniform Traffic Control Devices (MUTCD) 6F.68 and 6D.02
 - Temporary pedestrian facilities should provide safe, accessible routes that replicate as nearly as practical the most desirable characteristics of the existing facility, and parallel the disrupted route whenever possible. A smooth, continuous hard surface should be provided throughout the entire length of the temporary pedestrian facility. There should be no curbs or abrupt changes in grade or terrain that could cause tripping or be a barrier to wheelchair use. The geometry and alignment of the facility should meet the applicable requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) for Buildings and Facilities. See MUTCD 6D.01 and 6D.02
 - Advance information placed at appropriate distances before the work zone allowing pedestrians to make timely decisions about routes through or around the work zone. See MUTCD 6F.14
 - Transition information allowing pedestrians to find a safe path through and around work zones, which is critical when the pathway is restricted, diverted or detoured. See MUTCD 6F.14
 - Work area information assisting in safe passage of pedestrians through the work zone. This information is needed on all pedestrian routes except detours. See MUTCD 6F.14
 - Exit information directing pedestrians back to the original route. See MUTCD 6F.14
 - Crosswalk placement at intersections may need additional signage, temporary striping, traffic signal modification, pedestrian signals with audible alarms if justified, proper push button height, and ramps. See MUTCD 6H.29, 6F.80, and 4E.06
 - Accommodations for other transit forms (busses, trains etc.) are made. See MUTCD 6D.02
 - Requirements of the ADAAG and MUTCD are adhered to.
 - Access is maintained to the affected businesses and residences.
 - Frequent checks of the pedestrian and bicycle accommodations are made during construction to ensure that the temporary traffic control plan is followed, traffic control devices are maintained in good condition, and safe, accessible pedestrian and bicycle routes are available at all times.

Upon approval the Contractor shall implement the prepared TTC plan. The Contractor shall be responsible for all work associated with the TTC plan including all initial placement, maintenance, relocations, and removal of all signs, barriers, and temporary facilities.

Traffic control devices used for the pedestrian or bicycle detour will be paid under their respective bid items when applicable. Relocation of each device to another location shall be paid under Traffic

Control Maintenance. This item includes all design, submit, modify, inspect, and manage the Pedestrian Temporary Traffic Control Plan. Additional materials, labor, and equipment needed to complete and maintain the approved pedestrian detour will be measured and paid for by Force Account. Payment for this item will be made under:

SP 11551 - Pedestrian Temporary Traffic Control Plan - Contingency Amount

SP 20009 – INSTALL 6-FT VINYL FENCE

This item shall consist of all labor, equipment, braces, posts, gates, and all additional materials necessary to install 6-ft vinyl fence were shown on the plans, or as directed by the Engineer.

Fencing materials shall consist of new white vinyl fencing material, and the style shall match as closely as possible with the existing vinyl fence on Cemetery Rd south of SH-44 or as approved by the City of Middleton.

Contractor shall install the new fence as indicted on the plans and per the manufacturer requirements. Prior to installation new fence Contractor shall provide shop drawings/certifications to the Engineer for approval.

Contractor shall obtain a fence permit from the City of Middleton prior to installing the fence.

ITEM 19, “VARIATIONS IN QUANTITIES”, ON PAGE 5 OF THE GENERAL NOTES, SECOND PARAGRAPH, shall not apply to this bid item.

Install 6-ft Vinyl Fence will be measured by the linear foot 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 20009 – Install 6-ft Vinyl Fence – Per Linear Foot

SP 32000 – MISCELLANEOUS SITE WORK

This item creates a contingency item to reimburse the Contractor for work not identified in the Contract. The City of Middleton will provide a Work Change Directive document on the terms for completing the additional work.

Within five days after the request from the City of Middleton, the Contractor shall submit a complete price breakdown of labor, equipment, and materials to complete the additional requested work not included in the Contract.

All work is at the directive of the City of Middleton. Any work completed without the written authorization of the City of Middleton a will be denied payment.

Work covered by this item will be measured by the agreed upon price.

Payment for this item will be made under:

SP 32000 – Miscellaneous Site Work – Per Contingency Amount

SSP 06013 – SWPPP PREPARATION AND STORM WATER MANAGEMENT

The Contractor shall prepare a Stormwater Pollution Prevention Plan (SWPPP) and narrative. This item shall include all costs associated with implementing the requirements of the National Pollutant

Discharge Elimination System (NPDES) Construction General Permit (CGP) and/ or the Construction Site Discharge Control (CSDC) Program as required. The contractor will be considered an operator having day-to-day control as defined in the EPA CGP; therefore, a co-permittee with City of Middleton (OWNER) in the implementation of the CGP requirements. The Contractor shall prepare a Stormwater Pollution Prevention Plan (SWPPP) for submittal to OWNER for review and acceptance by OWNER.

The Contractor is responsible for the revisions, completion, submittal, and implementation of the 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:

[http://www.epa.gov/npdes/stormwater/cgp.,](http://www.epa.gov/npdes/stormwater/cgp.)

The SWPPP must have OWNER acceptance prior to the filing of the NOI. Prior to filing the NOT, the conditions listed in Part 5 of the CGP must be met. The Contractor shall not file a NOT with the EPA until authorized in writing by OWNER. Authorization for the contractor to file the NOT will be granted by OWNER when the area subject to the CGP has achieved final stabilization as defined in the CGP.

Once a SWPPP has been accepted by OWNER, the Contractor and OWNER shall both submit an electronic NOI on the website listed above. There is a fourteen calendar day wait after the acknowledgement of receipt has been posted on the EPA website.

Prior to starting construction, the OWNER accepted SWPPP/CSDC Plan 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.

Water from trench dewatering activities shall not be discharged to offsite drainage without written approval from the operator of the drainage facility. Surface water discharges shall comply with Idaho water quality standards.

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:

Idaho Department of Environmental Quality

Catalog of Storm Water Best Management Practices for Idaho Cities and Counties

Phone: (208) 373-0502

Web: http://www.deq.state.id.us/water/stormwater_catalog/index.asp

United States Environmental Protection Agency – Region 10

Phone: (800) 424-4372

Web: www.epa.gov/r10earth/stormwater.htm

Boise City Planning and Development Services

Phone: (208) 395-7818

Idaho Transportation Department
Erosion and Sediment Control Manual.
Phone: (208) 334-8476

SWPPP Preparation & Storm Water Management shall be measured per lump sum and shall include all labor, equipment and material necessary to prepare and implement the SWPPP. The accepted quantity of SWPPP Preparation & Storm Water Management will be paid at the contract unit price for the item listed below.

SSP 06013 – SWPPP Preparation & Storm Water Management – Per Lump Sum

SSP 08104 – TEMPORARY ASPHALT SIDEWALK

This item shall consist of furnishing all labor, equipment and material necessary to construct temporary asphalt plant mix pavement at locations required to accommodate construction traffic control or as directed by the Engineer. This item includes the removal and disposal of the temporary pavement when it is no longer needed.

Plant mix pavement for temporary pavement shall be Class III, ½” aggregate mix, with PG 58-28 asphalt and additive.

Saw cut existing pavement adjacent to temporary pavement areas. Place and compact a minimum of 2-inch thickness of plant mix pavement on a minimum of 2-inch thickness of compacted Crushed Aggregate for Base Type 1 on compacted subgrade. Compact the area to Class A compaction requirements. After temporary pavement is no longer needed, remove and dispose of the temporary pavement and base.

An asphalt tack coat shall be applied on the edges of existing plant mix pavement.

ITEM 19, “VARIATIONS IN QUANTITIES”, ON PAGE 5 OF THE GENERAL NOTES, SECOND PARAGRAPH, shall not apply to this bid item.

Temporary Paving 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:

SSP 08104 – Temporary Asphalt Sidewalk – Per Square Yard

SSP 08125 – ASPHALT REPAIR - OTHER

This item consists of furnishing all labor, equipment and material necessary to construct asphalt pavement driveways, asphalt pavement pads and miscellaneous asphalt pavement areas to match the existing lines and grades at locations shown on the plans or as directed.

This item shall include excavation, labor, equipment, and materials necessary to complete placement of a 4” (inch) thickness of ¾” (inch) aggregate base course, on a compacted sub-grade, and a 3” (inch) thickness of ½” SP-3 Plant Mix Asphalt in accordance with Section 814 of the ISPWC. The asphalt cement performance grade shall be PG 64-28 and shall contain ½% of heat-stable anti-stripping agent per ton of asphalt cement added immediately prior to use at the location of the asphalt batch plant. Asphalt tack material shall be a CSS-1 emulsified asphalt diluted as specified in accordance with ISPWC Division 800 – “Aggregate and Asphalt.” All materials shall conform to the ISPWC, and all CITY ADOPTED REVISIONS and SUPPLEMENTS.

This item shall also include all costs associated with the furnishing and placement of an asphalt tack coat on the lip of the gutter and on the edges of previously placed asphalt.

Asphalt Repair – Other areas will be measured per square yard of surface area repaired and material costs associated with the furnishing and placement of an asphalt tack coat on the lip of the gutter and on the edges of previously placed asphalt are considered incidental to this item. The 3/4" (inch) aggregate base course shall be paid under that respective item. The accepted quantity of Asphalt Repair – Other will be paid at the contract unit price for the item listed below.

SSP 08125 – Asphalt Repair - Other – Per Square Yard

SSP 11008 – PORTABLE FLOOD LIGHTS

This item shall include all costs associated with the installation, operation, movement and maintenance of portable flood lights at the locations as directed by the Engineer. Contractor shall weekly submit a detailed usage report including location, date and hours used.

Payment for this item will be made under:

SSP 11008 – Portable Flood Lights – Per Hour

SSP 11400 – OBLITERATE PAVEMENT MARKINGS

This item consists of furnishing all labor, materials and equipment necessary to obliterate the existing pavement markings (stop bars, cross walks, turn arrows, turn lane text, 8" turn lane separation lines, edge lines, or skip lines) as shown on the plans, in conflict with proposed project, or as directed.

Painted markings and traffic stripes shall be removed by hydroblasting, sandblasting, or other methods approved by City of Middleton. Any change to the road surface as a result of the Contractor's operations shall be repaired by the Contractor, at the Contractor's expense, as directed. Painting over existing traffic stripes and pavement markings with paint or asphaltic products etc will not be allowed and does not meet the requirements for obliteration.

Traffic stripes and pavement markings shall be removed to the fullest extent possible. The removal process shall be performed in a random pattern to prevent the creation of a recognizable pattern to on the pavement surface. The removal process shall not be accepted if the "removed" pavement markings or traffic stripes can be confused with new pavement markings or traffic stripes.

Obliterate Pavement Markings will be measured by the square foot of the pavement markings removed and shall include all labor, equipment and material necessary for the completion of the bid item.

ITEM 19, "VARIATIONS IN QUANTITIES", ON PAGE 5 OF THE GENERAL NOTES, shall not apply to this bid item.

The accepted quantity of Obliterate Pavement Markings will be paid at the contract unit price for the item listed below.

SSP 11400 – Obliterate Pavement Markings – Per Square Foot

SSP 2003 - TEMPORARY CONSTRUCTION FENCING

This item consists of furnishing all labor, equipment and material necessary to construct and maintain temporary construction fencing at the locations shown on the plans or as directed by COM. This item also includes removing and disposing of the fence at the completion of construction or when directed by COM.

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.

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.

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. The accepted quantity of Temporary Construction Fencing will be paid at the contact unit price for the item listed below.

SSP 2003 – Temporary Construction Fencing – Per Linear Feet

SSP 25002 – ORNAMENTAL ROCK

Description: This item consists of furnishing all labor, equipment and material necessary to install ornamental rock at the locations shown on the plans or as directed.

Materials: Ornamental rock material shall consist of one (1) inch smooth (river rock) ornamental rock. Weed fabric to be at a minimum 5 oz. needle punched, polypropylene fabric designed for commercial use.

Workmanship: Ornamental rock to be placed at a depth of two (2) inches, the weed fabric shall be placed prior to the ornamental rock and secured in place with landscape staples three (3) feet on center and at all edges.

Measurement and Payment: Ornamental Rock will be measured per cubic yard and shall include all labor, equipment and material necessary for the completion of the bid item including weed fabric and landscape staples.

ITEM 19, “VARIATIONS IN QUANTITIES”, ON PAGE 5 OF THE GENERAL NOTES, shall not apply to this bid item.

Payment for this item will be made under:

SSP 25002 - Ornamental Rock - Per Cubic Yard

SSP 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 by the Engineer.

Materials: Topsoil shall be friable, fertile, agricultural soil (manure free), containing normal amounts of macro and micronutrients 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. The City of Middleton 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: Measurement for this item shall consist of placement of topsoil to a 4” depth on a per square yard basis.

ITEM 19, “VARIATIONS IN QUANTITIES”, ON PAGE 5 OF THE GENERAL NOTES, shall not apply to this bid item.

Payment for this item will be made under:

SSP 25050 - 4” Topsoil – Per Square Yard

SSP 25080 – REMOVE AND RESET MAILBOX

This item consists of furnishing all labor, equipment and material necessary to remove existing mailboxes and supports and install new mailboxes and supports as shown on the plans or as directed.

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

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. Name and address as shown on the existing mailbox shall be placed on the new mailbox. The mailbox shall be located such that the opening to the mailbox is no greater than 12" from the face of curb.

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. The cost of the temporary mailbox and support is considered incidental to this bid item and no additional payment will be made.

ITEM 19, “VARIATIONS IN QUANTITIES”, ON PAGE 5 OF THE GENERAL NOTES, SECOND PARAGRAPH, shall not apply to this bid item.

Remove and Reset Mailbox will be measured per each post installation and shall include all labor, equipment and material necessary for the completion of the bid item. The accepted quantity for Remove and Reset Mailbox will be paid at the contract unit price for the item listed below.

SSP 25080 – Remove and Reset Mailbox – Per Each

SSP 29064 – SOD REPAIR

Description: This item consists of furnishing all labor, equipment and material necessary to repair lawn areas with sod as shown on the plans or as directed by the City of Middleton.

Materials: Topsoil shall be paid under its respective item outlined in the contract documents.

Fertilizers shall be paid under and meet the requirements specified in its respective item outlined in the contract documents.

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 outlined under that respective item.

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. Fertilizer shall be measured and paid as a separate bid item.

ITEM 19, "VARIATIONS IN QUANTITIES", ON PAGE 5 OF THE GENERAL NOTES, shall not apply to this bid item.

Payment for this item will be made under:

SSP 29064 - Sod Repair – Per Square Yard

SSP 29067A – REPAIR LANDSCAPING

This item consists of furnishing all labor, equipment and material necessary to repair the existing landscaping at the location shown on the plans, as directed in these specifications, or as directed by COM.

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

The Contractor shall photograph the landscape repair areas and prepare a plant list prior to construction to document the existing landscaping. Copies of the photos and plant list shall be furnished to COM prior to disrupting the existing landscaping. The Contractor shall replace landscaping to equal or better condition.

Repair Landscaping will be measured per Lump Sum of landscape repaired and shall include all labor, equipment and material necessary for the completion of the bid item. The accepted quantity of Landscape Repair will be paid at the contract unit price for the item listed below.

SSP 29067A – Repair Landscaping – Per Lump Sum

SSP 29090 – TRIM TREE

Description: This item consists of furnishing all labor, equipment and material necessary to trim existing tree branches and prune roots at the location shown on the plans, as directed in these specifications, or as directed by the Engineer. In general, tree trimming shall be kept to a minimum to establish clearance for sidewalks, bike lanes, and travel lanes, and to provide a balanced looking tree when completed.

Materials & Workmanship: The Contractor shall coordinate the work with the Engineer prior to commencing trimming. Tree trimming and root pruning shall be performed under the direct on-site supervision of a licensed arborist.

Trim existing tree branches that hang over the sidewalk areas that are less than eight-feet above the finished elevation. Prune tree roots within 3 inches of the back of curb to a depth of 18 inches. Trees to be trimmed and pruned will be identified on the plans or identified by the Engineer.

Measurement and Payment: Trim Tree will be measured per each tree trimmed and shall include all labor, equipment and material necessary for the completion of the bid item.

ITEM 19, “VARIATIONS IN QUANTITIES”, ON PAGE 5 OF THE GENERAL NOTES, shall not apply to this bid item.

Payment for this item will be made under:

SSP 29090 - Trim Tree - Per Each

SSP 29101 – REMOVE & RESET SPRINKLER SYSTEM

Description: This item consists of furnishing all labor, equipment and material necessary to remove existing sprinkler systems, install and maintain temporary sprinkler systems during construction, adjust/relocate existing sprinkler systems, or install new sprinkler systems at the locations as directed by the COM.

Materials: All materials shall conform to the ISPWC and all COM SUPPLEMENTS 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: Remove and Reset 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.

ITEM 19, “VARIATIONS IN QUANTITIES”, ON PAGE 5 OF THE GENERAL NOTES, shall not apply to this bid item.

Payment for this item will be made under:

SSP 29101 - Remove & Reset Sprinkler System – Per Linear Foot

ITD STANDARD SPECIFICATIONS

All work for the following items shall be governed by the latest edition of Idaho Transportation Department (ITD) Standard Specifications For Highway Construction, 2020 Quality Assurance (QA) Manual (10/19), 2023 QA Manual Buy America Supplemental (10/23/23), 2020 Quality Assurance Special Provision for State Acceptance (10/21/2019) and the following Special Provisions and will be paid under the individual pay items as follows:

ITEM NUMBER	ITEM DESCRIPTION	UNIT
301-005A	GRANULAR SUBBASE	TON
303-021A	3/4" AGGREGATE TY A FOR BASE	TON
405-435A	SUPERPAVE HMA PAV INCL ASPH&ADD, CL SP-3 WITH PG 64-28	TON
616-090A	SPECIAL INSTALL SIGN	EACH
619-010A	ILLUMINATION TYPE 2	LS

630-020B	TRANSVERSE, WORD, SYMBOL, AND ARROW PAVEMENT MARKINGS - PREFORMED THERMOPLASTIC	SF
630-025A	LONGITUDINAL PAVEMENT MARKING - WATERBORNE	FT
640-015A	TYPE III SUBGRADE SEPARATION GEOTEXTILE	SY
656-010A	SIGNAL HOUSING	EACH
656-015A	INTERSECTION PREEMPTION DETECTION SYSTEM	EACH
656-020B	INTERSECTION DETECTION SYSTEM - RADAR	EACH
656-025C	ELECTRICAL SERVICE PEDESTAL TYPE 3	EACH
656-030A	INTERSECTION SIGNAL STRUCTURE	EACH
656-035A	INTERSECTION PEDESTRIAN SYSTEM	EACH
656-040A	SIGNAL CABINET	EACH
656-045A	SIGNAL CONTROLLER	EACH
656-070A	ADDITIONAL ELECTRICAL ITEMS	LS

ITEM 405-435A – SUPERPAVE HMA PAV INCL ASPH&ADD, CL SP-5 WITH PG 64-28

405.03 Construction Requirements.

ON PAGE 223 OF 715, SUBSECTION 405.03 – CONSTRUCTION REQUIREMENTS

Under L. Tack Coat. Add the following:

4. The asphalt tack coat material shall be CSS-1 emulsified asphalt diluted 50 percent with a residual distribution rate of 0.05 gallons/square yard.

405.04 Method of Measurement.

ON SHEET 231 & 232 OF 715, SUBSECTION 405.04 – METHOD OF PAVEMENT

Superpave HMA pavement and asphalt will be measured by the ton. Batch weights will not be permitted as a method of measurement. The Superpave HMA quantity shall be the weight used in the accepted pavement and shall include the plant mix pavement as specified, asphalt, aggregate, additives, anti-strip, applying tack coat, loading, hauling, placing and finishing asphalt and all other necessary items required to perform the work as specified. Any necessary item required to perform the work as specified but not listed in the Bid Schedule shall be considered incidental to other Bid Items. Superpave HMA Pave Asp&Add, Class SP-3 with PG-64-28 will be measured by the Ton. Miscellaneous pavement is considered incidental to this bid item.

405.05 Basis of Payment.

ON SHEET 133 OF 184, SUBSECTION 405.05 – BASIS OF PAYMENT

Delete the Pay Item section and add the following:

Pay Item

Pay Unit

– SUPERPAVE HMA PAV INCL ASPH&ADD, CL SP-3 WITH PG 64-28Ton

**RIGHT OF WAY PERMITS
AND PROPERTY RIGHT
AGREEMENTS**

PROPERTY USE AGREEMENT

PARTIES:

GRANTEE: City of Middleton
GRANTOR: Hopkins US Fund LLC

KNOW ALL MEN BY THESE PRESENTS, THAT, Hopkins US Fund LLC, Grantor, in consideration for the benefits to be received from the facility to be maintained by the Grantee and hereinafter stated, does hereby grant unto City of Middleton, Grantee, and its successors and assigns, the right to go upon, occupy and use a portion of the following Real Property:

That portion of Canyon County Parcel(s) # 17916010 0

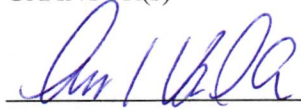
The Grantor declares the Grantor is the owner of the Real Property.

FOR THE PURPOSE OF constructing the driveway approaches, adjoining sidewalk, including grading, placement of base material, and concrete placement by Grantee's agents or contractors. Together with the right and privilege of ingress and egress to and from said property for said purposes.

On termination of this property use agreement, the Grantee shall be responsible for restoration of the Temporary Easement Real Property to the condition prior to construction, including the ingress and egress thereto.

It is expressly intended that these burdens and restrictions shall run with the land and shall bind the Grantors, their heirs and assigns, until completion of said Project or for a period of 180 days after the date of execution of this instrument, whichever is occurs first.

GRANTOR(s)


Signature

04/12/2024
Date

Signature

Date



CITY OF MIDDLETON
 P O Box 487, MIDDLETON, ID 83644
 208-585-3133, FAX: 208-585-9601
 WWW.MIDDLETON.ID.GOV

PLANNING DEPARTMENT
WORK WITHIN PUBLIC RIGHT-OF-WAY APPLICATION & PERMIT
 Revised: 5/02/2023

Date Received: 4/11/2024
 Received by: _____
 Fee paid: \$ _____

DATE: 3/27/2024	NAME:	Office Use Only	
JOB: Cemetery Rd and SH-44 Intersection Signalization Project.	COMPANY NAME:		
		Fee \$75/day	
		Reinspection Fee: \$50/per inspection	
JOB LOCATION: Cemetery Road ROW adj to SH44, Idaho St. ROW adj to S. Cemetery, N. Highland Dr adj to N Cemetery, 9th St ROW adj to N. Cemetery.	COMPANY ADDRESS:	Deposit Homeowner: \$500	
		Deposit Single Lot/Area: \$2,000	
		Deposit Multiple Lots/Areas: \$4,000	
COMPANY PHONE:			

UTILITY: (Check One)	Distance from Center Line:	ROW Line:
Overhead	Angle of Crossing:	Potential:
Underground	Size of Pipe:	Pressure:
Surface	Vertical Clearance:	Depth:

Attach map of work to be performed, and traffic control plan. Traffic control plans shall be submitted to the City under separate cover.

Description of Work to be Performed and an Estimate of the number of days will be working in right-of-way.
 Work necessary to complete the City of Middleton's Cemetery Rd and SH44 Signalization Project. Duration of the project shall be as described in the project documents.
 Contractor to complete the Contractor Information Sheet (page 3 of4) upon notice of award and prior to any work in the City right-of-way.

I certify that I am the authorized company representative and request permission to construct the above facilities within the City of Middleton right of way in accordance with the General Provisions attached with this form. The special provisions and the plans are made a part of this permit.

	JASON VAN GELDEN	3/29/24
Signature Name (sign above)	Print Name (print above)	Date

Special Terms and Conditions:
 Contractor shall notify the City's Project Representative 24 hrs in advance of any work in the right-of-way. Contractor shall prepare and implement a traffic control plan approved by the City in advance of any work in the City Right-of-Way affecting vehicular or pedestrian traffic.

Permission is hereby granted to the above named applicant to perform the work described above according to all approved application materials, terms, conditions shown on this form and attachments.

APPLICATION APPROVAL	INSPECTION APPROVAL
 Public Works	Final Inspection Date(s): _____
Date: 4/3/2024	Public Works _____ Date _____

CITY OF MIDDLETON
APPLICATION & R.O.W. PERMIT

The following must be included with this application: (Check to confirm attached.)

- N/A 1. **Homeowner Refundable Deposit** \$500 cash or check
- N/A 2. **Certificate of Liability Insurance (Contractor Only)** *Will be on file with the City as part of the project's contract documents.*
Showing at least \$500,000 Personal Injury and \$1,000,000 General Aggregate. We reserve the right in more sensitive locations to request higher limits.
- N/A 3. **Refundable Deposit (Contractor Only)** *Waived due to the City having a performance bond on file for the project.*
Work in Right-of-Way single lot or area: \$2,000.
Work in Right-of-Way multiple lots or areas: \$4,000
*The deposit can be paid with **Cashier's Check or Letter of Credit**.* The deposit shall be kept on file with the Middleton City Clerk and refunded upon completion and satisfactory final inspection of the project.
- N/A 4. **Inspection Fee -** *The City has contracted for inspection services outside of this permit.*
Work in Right-of-Way Permit - **\$75/day**

Date

Work Schedule

Work Begins

Work Completed

End of Warranty Period (to be modified accordingly based on actual completion of work)

NOTES:

- A) An inspection of the proposed location of improvements (with appropriate pre-marking) shall be requested of the Public Works Supervisor prior to the issuance of any permit.
- B) All trench repair/backfill shall be in accordance with ISPWC standards.
- C) Compaction tests shall be completed in accordance with ISPWC and submitted to the City.
- D) **No Paving** will be allowed in City Rights of Way after **October 15 or below the temperature as required by ISPWC**. All paving will be inspected and completed in accordance with ISPWC Standards.
- E) **No Construction** will be allowed in Public Right of Way after **November 15**. All completed construction will be accompanied by an approved inspector's report.
- F) The Public Works Supervisor will determine **spring** start updates.
- G) Contractors' hours of operation will be 7:00 a.m. to 4:00 p.m. Monday through Friday.
- H) In any case of street cuts, the permittee shall be required to back fill street cut and provide at least a temporary surface repair within 48 hours of opening such cut. Upon back filling any street cut and allowing access of such area to the public, the surface of such cut shall be kept in a maintained condition by the permittee until permanently restored.
- I) If driveway approach culverts are required. The Public Works Department shall approve the culvert size, which in any event shall not be less than **12 inches in diameter**.
- J) **Prior to Final Inspection, all projects utilizing directional drilling techniques within public right of way shall provide to the City a post construction video inspection of sewer mains and laterals within the construction area documenting that the sewer system was not damaged by construction activities.**
- K) Reasonable notification to the public and the Fire Department – Quick Response of City service disruption (water, sewer, and traffic) is contractor's responsibility.

CONTRACTOR INFORMATION SHEET

Please fill in the following information:

(Date completed: _____)

COMPLETE NAME OF COMPANY/CONTRACTOR:			
CORPORATION	PARTNERSHIP	JOINT VENTURE	PROPRIETOR
MAILING ADDRESS:			
OFFICE PHONE:		EMERGENCY PHONE (24 hrs):	
PERSON(S) TO CONTACT:			
NAME OF LOCAL LIABILITY INSURANCE COMPANY:			
AGENT'S NAME:			
MAILING ADDRESS:			
OFFICE PHONE:		EXTENSION NO:	
PERSON(S) ALLOWED TO SIGN FOR PERMITS:			
NAME:		TITLE:	
TYPE OF WORK PERFORMED BY YOUR COMPANY			
CONCRETE WORK		ASPHALT WORK	
DRIVEWAY APPROACHES		DRIVEWAY TIE-INS	
SIDEWALKS		ALLEYS	
CURBS & GUTTERS		STREETS	
EXCAVATION ONLY (ON THOSE ITEMS MARKED ABOVE)			
WATER LINES		SEWER LINES	
OTHER WORK AS SPECIFIED:			

GENERAL PROVISIONS

1. During the process of the works such as barricades, lights and other traffic control devices shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public. Said barricades, lights and other traffic control devices shall conform to the current issue of The Manual on Uniform Traffic Control Devices for Streets and Highways. Parked equipment and stored materials shall be as far from the travel way as feasible. Items left overnight within 30 ft. of travel way shall be marked and/or protected.
2. In accepting this permit, the permittee, its successors and assigns agree to hold the City of Middleton harmless from any and all liability on account of the erection, installation, construction, maintenance or operation of the facilities located under this permit.
3. Except as herein authorized, all underground crossings shall be bored or jacked. No excavation shall be made or obstacle placed within the right of way of the City of Middleton in such a manner as to interfere with travel over said roadway.
4. Any disturbance of the traveled surface of the road and/or traffic control devices shall be restored to the satisfaction of the Public Works Supervisor.
5. If the work done under this permit interferes in any way with the drainage of the roadway, the permittee shall wholly and at his own expense make such provision as the Public Works Supervisor may direct to provide for said drainage.
6. On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable to the satisfaction of the Public Works Supervisor.
7. All of the work herein contemplated shall be done to conform with current government and industry standards under the supervision and to the satisfaction of the Public Works Supervisor and the entire expense of said supervision shall be borne by the permittee.
8. The City hereby reserves the right at any time in the future to order the change of location or the removal of any structure(s) or facility(ies) authorized by this permit. Said change or removal to be made at the sole expense of the permittee, or its successors and assigns, unless such structure(s) or facility(ies) have been located pursuant to the special provisions.
9. All such changes, reconstruction or relocation by the permittee shall be done in such a manner as will cause the least interference with any of the functions of the City of Middleton.
10. This permit or privilege granted under MCC _____ shall not be deemed or held to be an exclusive one and shall not prohibit the City of Middleton from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the City of Middleton from using any of its roads, streets, or public places or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
11. The City may revoke, amend, amplify or terminate this permit or any of the conditions herein enumerated if permittee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the utility herein granted is not installed or operated and maintained in conformity herewith.
12. The permittee shall maintain at its sole expense the structure or subject for which the permit is granted.
13. Adequate drawings or sketches shall be included showing the existing and/or proposed location of the facility with respect to the existing and/or planned location of the road improvement, the traveled way, the rights of way lines, and where applicable, the control of access lines and approval access points.
14. If trench or pavement settlement should occur within two years from the date of installation, repairs shall be made by the permittee as directed by the Public Works Supervisor at no cost to the City. If the permittee fails to make the necessary repairs, the City will make the repairs and bill the permittee. No new permits shall be issued to the permittee until such claim has been settled.
15. No work shall be started until an authorized representative of the Public Works Department has given notice to the permittee to proceed.
16. A cashiers check or letter of credit in the amount of \$_____ is required for the protection of the City of Middleton as set forth in the terms of the bond.
17. Any replacement of, addition to, or change in the facility granted by this permit shall require a new permit prior to initiation of such work.

PERMIT TO BE VOIDED IF WORK NOT COMPLETED BY _____.



District 3 Right-of-Way Encroachment **Permit Cover & Inspection Form**

CITY OF MIDDLETON
1103 MAIN ST
MIDDLETON, ID 83644

PERMIT # 3-24-411-A
ROUTE SH-44
MILE POINTS 3.41
EXPIRATION 03/26/2025

ITD CONTACT:

PRIMARY CONTACT Scott Ernst 208-509-2072 - scott.ernst@itd.idaho.gov
SECONDARY CONTACT Zeb Jerman- Cell 208-642-7699, or zeb.jerman@itd.idaho.gov

Description of Work: Permit to allow signalization of SH-44 Cemetery Rd intersection in Middleton per permitted Civil Set of plans once permitted, should the use of the parcel change causing any increase in trip generation, the parcel be split, or surrounding traffic conditions change the property owner will need to re-apply for access at that time.

Email Permit number and route start date request a minimum 5 business days in advance to the above ITD contact. Email correspondence shall reference the permit number in the subject line. Keep email of approved start date onsite with permit. If needed, request to meet on-site to review the project and permit requirements.

- Submit material certification prior to placement.
- Submit Mix designs for asphalt/concrete, if applicable, 14 days in advance to ITD for review and approval.
- It is expected that the traffic control will be set up per the approved traffic control plan to ensure both public and workers safety. In the event an inspection is done and the traffic control setup does not meet the approved traffic control plan, the permit holder will be asked to fix the discrepancies. If the permit holder fixes the traffic control, this will be considered a warning. If another inspection happens and the traffic control setup does not meet the approved traffic control plan again, the permit will be pulled until a meeting can be held with all parties to fix the discrepancies. Possible discussion points at the meeting would be what steps the permit holder will do to ensure the discrepancies will not happen again, and possibly what, if any, funds will need to be added to the permit to cover additional permit inspection costs. If required, the inspection costs could be as much as \$400 per week.

Prior to completion:

- Prepare all required documentation, including As-Built submittals.
- Send a notification email to the ITD Foreman that work is complete and schedule to meet on-site for Inspection, all documentation must be available for inspection, list permit number on each sheet

ITD Use Only:

- Yes No Was Traffic Control Set up and Removed per plan
Yes No Did you receive contact information for emergencies

As ITD's representative; I accept that the work was completed.

ITD Authorized Representative Signature	Date
X	



District 3 General Provisions

Work time restrictions & Temporary Traffic Control (TTC):

Lane restrictions allowed during off peak hours of 9:30 am to 3:30 pm

- Yes - District 3 has accepted a TTC plan with the issuance of this permit.
- No - **TTC plan has not been accepted and must be submitted for acceptance prior working in ITD right-of-way**
- NA – TCP not required for this permit. Permitting existing/non-conforming approach

Positive separation shall be used within the clear zone when trench depth is more than 2 feet deep.

Traffic Control must be erected and maintained to meet: Manual on Uniform Traffic Control Devices (*M.U.T.C.D*) and *Work Zone Safety and Mobility* program, both as adopted by the State of Idaho. TTC plan must be on-site and available for inspection during traffic control set up and removal. Hours may be modified by ITD Foreman or his assigns.

Notice of Responsibility:

- Issuance of permit shall serve as a temporary permit to construct and does not constitute approval or acceptance.
- Permittee shall be responsible to contact ITD as shown in permit packet.
- Final acceptance for approaches and public streets shall be by signed inspection with supporting documentation.
- Final acceptance for all other encroachments shall be determined after work has been completed as acceptable by ITD.
- All permit work is subject to required documentation and/or inspection.
- Permit is not exclusive and shall not prohibit the State from using any of its highways, streets, or public places or affect its right to full supervision and control over all or any part of them.
- ITD may revoke, amend, amplify, or terminate permit or any of the conditions herein enumerated if the permittee or its contractors fails to comply with any or all of its provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the approach, structure, or subject herein granted is not installed or operated and maintained in conformity herewith.

511 Traveler Information

email ITDD3-511ReportNotification@itd.idaho.gov , (cc) the ITD contact on the front page and itdd3permits@itd.idaho.gov
Include in subject line ITD permit #, inform of: dates of work, start time, end time, route affected, mile points, direction of travel for lane closure, type of traffic control, additional comments.

Safety & Work Zone Practices

All operations shall comply with ITD - *Work Zone Safety and Mobility program* as adopted by the State of Idaho, (**OSHA**) regulations as enacted by *The United States Department of Labor Occupational Safety and Health Administration*, and *MUTCD*. All workers within the highway right-of-way who may be exposed either to traffic or to construction equipment within the work area shall wear high-visibility reflectorized safety apparel that is intended to provide conspicuity during both daytime and nighttime usage, and meets the Performance Class 2 or 3 requirements of the *ANSI/ISEA 107–2004 publication* and *MUTCD (6E.02)*.

Damages

The Permittee shall be responsible for damages caused during permit activity and guarantee workmanship for 2 years after completion. **Damages must be reported to the area Foreman immediately**. Repairs shall be made by the permittee as directed by the ITD authorized representative at no cost to the Department. If the permittee fails to make the necessary repairs, the Department will make the repairs and bill the permittee. No new permits shall be issued to the permittee until such claims have been settled.

Expeditious

Prior to beginning construction within State right-of-way, sufficient labor, material and equipment shall be at the job site to expediently complete the project. Completion shall not be delayed by work planned or otherwise scheduled to be completed outside of the State right-of-way and should be planned and coordinated independently. All ITD permitted work shall be completed and available for final inspection within 30 days from commencement. Work that cannot be completed within 30 days, or expediently as determined by ITD, shall have a critical path timeline prepared by the permittee for ITD review and acceptance prior to commencement.

Addendums

Any addendum “change order, alteration or modification” to this permit or any of its terms or conditions, must be authorized and signed by an ITD authorized representative. Addendum shall be on-site and available for inspection (with original permit) during construction activities. Addendum will be filed on record along with permit at ITD District 3 Traffic Section.



Excavation & Paving Provision

Applies to work under ITD encroachment permit that includes any operation in which earth, rock, or other material in the ground is moved or otherwise displaced by any means including, but not limited to: location and installation of utilities, site preparation, approach / roadway construction, grading, trenching, boring, landscaping, and restoration.

Specification - All work within ITD right-of-way shall be in accordance with: Idaho 2018 Standard Specifications for Highway Construction, supplemental, latest editions, excepting the details listed within.

Construction – Shall be in accordance with: *accepted stamped engineered drawings or drawings referencing ITD standard drawings* to the specification listed above. Contact ITD for any conflict in plans, all work shall meet the satisfaction of the ITD, District Three Engineer. All costs associated with permit are at the expense of the permit holder. ITD will not pay or reimburse costs associated with work completed under encroachment permit.

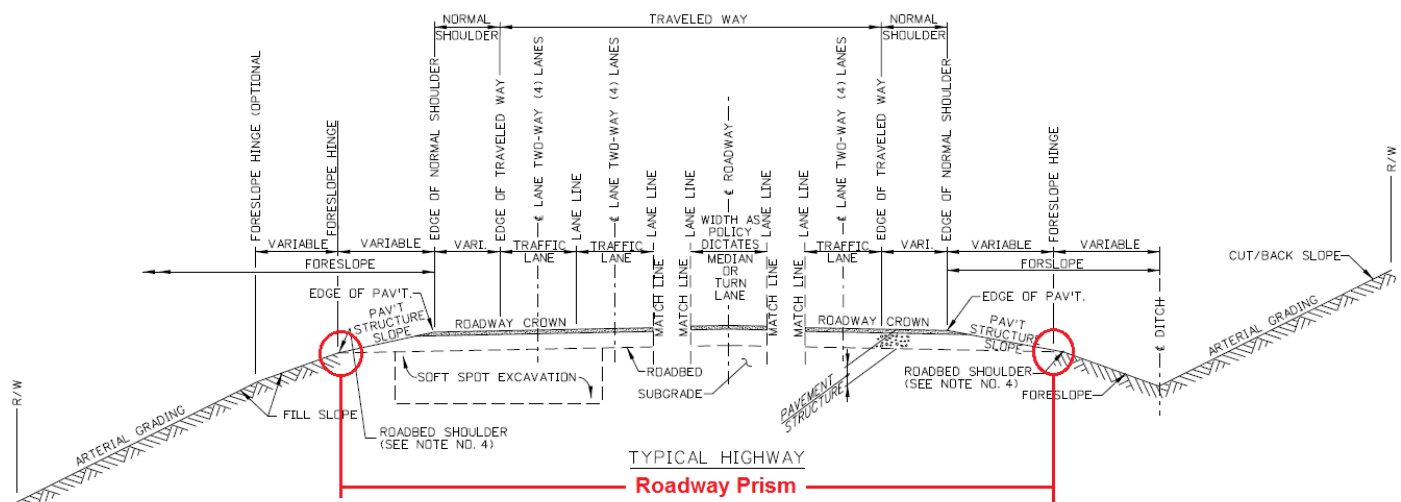
811 Underground Facility Damage Prevention - Call **8-1-1** Digline the one-number notification system. Digline notification must be made a minimum of 2 business days prior to excavation per *Idaho Code 55 Chapter 22*.

Digline will not notify ITD to mark facilities! There may be ITD owned underground facilities present within the permit work area. **For electrical locates, contact Jeff Crider at (208) 803-2756** or email jeff.crider@itd.idaho.gov (5 business days prior to commencing work). All other ITD facilities contact the area Foreman. Excavators shall not excavate until all known facilities have been marked.

Utilities

Utilities shall be installed to meet the *Guide for Utility Management* as adopted by ITD. Minimum depth of cover below the roadway surface and within roadway prism shall be at least 4 feet, except for Interstate highways the minimum depth shall be 5 feet. Everywhere else depth of cover shall be at least 3 feet, except for pipe siphons that shall be installed in accordance with ITD Standards. ITD may approve location for underground facilities with less than minimum depth of cover provided the top of the facility does not project above the highway subgrade. Underground utilities shall be installed to preclude any necessity for disturbing the highway to perform maintenance or expansion operations. New utilities shall be designed and placed as close to edge of right-of-way as possible. All Utilities shall bundle with other Utilities whenever possible. Utility abandonment is prohibited without prior authorization by ITD Engineer; conduits greater than 1” diameter shall be filled with a controlled density fill per ITD standard.

Roadway Prism defined as: The engineered/structural portion of the highway, which includes the pavement structure plus the area between the roadbed shoulders or back of curb, extending downward and outward at the slope of 1.5H: 1.0V to the intercept of natural ground, removal limit, or slope of embankment keying benches. Included elements are the roadway pavement structure, embankment fill, foundations for embankment, and soft spot excavation/backfill. Embankment fill outside of the 1.5H: 1.0V slope is not considered part of the roadway prism. (See standard drawing *ITD Roadway Nomenclature Location & Examples* as attached)



As-Built drawings

Subject to all ITD encroachment permits - shall apply when work consists of the exposure, installation, or modification of pipe, conduit, cable, or other utility conveyance. Overhead utilities are excluded from this requirement except for new pole or structure placement. Compaction effort is also included with this submittal where 3rd party reporting is not required.



- Document precise location any utility placed or encountered within work area. Reference utility location from the highway centerline or edge of right-of-way, dimension horizontal, vertical and/or depth. Include utility type, size, and quantity.
- Submittals should be as “plan and profile” format, other methods may be accepted with prior authorization. Submittals may be in the form of: (GIS) geo-referenced spatial data bore logs, drawn/sketched by knowledgeable personnel, or prepared as-constructed drawings by a licensed Engineer.
- Compaction effort and method: list type of equipment used, number of passes, estimated percentage of compaction.

Certification and Materials

Materials - shall be documented and submitted for approval a minimum of 14 business days prior to the planned placement on form *ITD 0862*.

- All materials shall be sourced from an ITD Qualified Vendor. Lists of qualified vendors available upon request.
- Weight tickets shall be provided with each load of material identifying the material type and to certify the material properties.
- Acceptance shall be in accordance with *ITD Quality Assurance (QA) Manual*.
- ITD will accept materials for use based on the manufacturer’s certification in accordance to *section 700*.

Mix designs - shall be submitted for approval a minimum of 14 business days prior to the planned placement.

Testing & Compaction - when required from the guidelines listed in this provision testing and compaction reports shall be performed by a 3rd party qualified commercial material inspection laboratory, using WAQTC qualified personnel. Certification must be submitted prior to ITD Final Acceptance.

- In-Place density and moisture content of soil and soil aggregate by nuclear methods shall be required for traveled way paving. Documented on form *ITD 0850*
- Small quantities will be accepted by certification per the *QA Manual section 270.04 Acceptance of Small Quantities*
- Excavation and Embankment shall meet the testing requirements of section *205 – Classes of Compaction and Density Requirements*.
- Granular Subbase shall meet the requirements of section *301 – Granular Subbase*.
- Traveled way paving, intersection paving, and paving at intersection radiuses, cores are required in accordance with Standard Specification *405.03L* for in-place density acceptance. A minimum of one core shall be required for small quantity paving in these locations.
- Small quantity pavement and soil / aggregate that do not require testing by cores for in-place density or in-place density by nuclear methods include small patches, utility repairs, residential / field approach, and pavement placed outside the traveled way. The ITD Engineer may elect to require samples and tests for small quantities at any time.
- All testing shall be documented with field or test reports and submitted to the permit coordinator. ITD retains the right to perform confirmation testing.

Excavation - Inside Roadway Prism

DESCRIPTION: This work shall consist of excavating along or within the engineered/structural portion of the highway (see *Roadway Prism*) backfilling and compaction of the excavated area, restoring the paved surface; and then restoring other disturbed areas to their original condition.

Materials – see *Certification and Materials, Lean Concrete Backfill, Earthwork and Bases, Surface Courses and Pavement*

CONSTRUCTION REQUIREMENTS:

Backfill - Lean Concrete Backfill (see *lean concrete backfill*) shall be required unless prior acceptance has been authorized and documented by ITD.

Lean Concrete shall be placed so as to avoid segregation of the mixture. The material shall be allowed to set for a minimum of 2 hours before the permanent Hot Mix Asphalt surfacing is placed. **No compaction, vibration or finishing is required for lean concrete.**

Excavation - Outside Roadway Prism

DESCRIPTION: This work shall consist of excavating outside the engineered/structural portion of the highway (see *Roadway Prism*) backfilling and compaction of the excavated area; then restoring other disturbed areas to their original condition.

MATERIALS – see *Certification and Materials* and ITD Standard Drawings as attached

CONSTRUCTION REQUIREMENTS:

Compaction – The use of sufficient compaction effort and equipment shall be documented on As-built drawing submittal. Compaction shall be sufficient to avoid settlement for a period of 2 years.

Backfill – typically native soil however shall conform to the more restrictive of: accepted engineered stamped plans, ITD Roadway Plan Sheet, or as directed by the ITD. Note: Super Elevated or curved embankments may have special requirements of the ITD Engineer. Excavation in areas that include inside and outside the roadway prism shall conform to the specification at each respective location.



Bell-Holes & Pot-Holes

Description: - This work shall consist of excavating for the locating of utilities;

Restoration shall conform to the detail specifications of *Excavation Inside / Outside Roadway Prism*. The Permittee shall be responsible for any defect in the restoration at the pot-hole location for a period of two years. The maximum allowable settlement shall be $\frac{1}{4}$ inch as measured with a 10 foot straight edge.

Pot-Holes are defined as twelve inches by twelve inches (12"X12") and smaller.

Bell-Holes are defined as a hole larger than twelve inches by twelve inches (12"X12"), but less than five feet by six feet (5'X6').

Lean Concrete Backfill

Lean Concrete Backfill shall conform to these approximate materials proportions for 1 cubic yard:

Portland cement: 94 lbs.

Coarse Aggregate for Concrete-Size 1: 2,600 lbs., per subsection 703.02:

Fine Aggregate for concrete: 800 lbs. per subsection 703.02

Water: 30-46 gallons. Water content given is a maximum and may be reduced. Care shall be taken to assure that excess water is not present in the mixing drum prior to charging the mixer with materials. Thorough mixing will be required prior to discharge.

Earthwork and Bases *sections 200-300*

Materials & Testing— see *Certification and Materials*

Minimum depth **0.5'** (6") – $\frac{3}{4}$ -inch **Untreated Aggregate type "A" or "B"**

Minimum depth **1.45'** (17 13/32") – **Granular Sub base**

Geotextile (filter fabric) shall be placed between the subgrade and the subbase in accordance to section 718.07 the geotextile shall be Type III

Construction notes:

Excavate soft spot material and repair soft spots so the subgrade meets compaction and density for Class A compaction as specified in 205.03F

Surface Courses and Pavement *section 405*

Materials & Testing - see *Certification and Materials*

Minimum depth **.45'** - **Superpave Hot Mix Asphalt SP3** $\frac{1}{2}$ -inch nominal maximum aggregate, using PG 64-34 Binder or better include 0.5% anti-strip additive in accordance to *subsection 405*

Construction notes:

1. Pavement density cores shall be required for all traveled way paving. Core samples shall be tested in accordance to *405.03L (includes traffic lanes and shoulders)* excludes: approaches where traffic lanes are not included and pavement placed outside the traveled way. Additional locations for samples may be required at the discretion of the ITD Engineer.
2. Removal of existing pavement within wheel path shall require a full lane-width repave \updownarrow (12' min.) to a length sufficient to achieve surface smoothness conforming to *Section 405 – Superpave Hot Mix Asphalt*.
3. Repave of excavated trench shall be a minimum 15' in both directions (15') \leftrightarrow (15') of the traveled way measured from the trench wall, and shall extend beyond the wheel path at intersections and turn lanes.
4. Surface smoothness will be checked with a 10' straight edge to verify it conforms to *Section 405 – Superpave Hot Mix Asphalt*. The contractor shall be required to repair any areas to meet the required surface smoothness.
5. Existing plant mix shall be saw-cut to neat lines; no wheel or jackhammer cutting shall be permitted. The sawed joints shall be perpendicular and longitudinal to centerline of the roadway with exception to "curb return" radii may be cut to neat 45 degree angles.
6. The longitudinal joints shall be located close to a lane line, after final striping, and shall not be located in the wheel path areas of the lane(s).
7. Prior to the placement of Hot Mix Asphalt, any temporary base or plant mix shall be removed, replaced with new material, and compacted to achieve the specified depths.
8. Treat the entire cut face of existing plant mix with a tack coat in accordance to section 401 and 405.03I
9. Superpave Hot Mix Asphalt shall be placed in accordance with *Section 405*.
10. Joining new asphalt to existing pavement (pave-back) should be keyed to avoid a vertical split or separation in pavement.
11. Temporary cold-mix asphalt surfacing may be used in conjunction with the lean concrete backfill to accommodate traffic within the first two (2) hours of backfill placement, prior to completing the permanent repair.
12. At the Contractors option, the trench may be temporarily filled with lean concrete backfill to the level of the adjacent pavement to accommodate traffic until permanent patching can be accomplished. The lean concrete backfill shall be removed to the level of the bottom of the base course prior to placing the permanent base and Superpave Hot Mix Asphalt.
13. Superpave Hot Mix Asphalt patching shall be completed within 24 hours after completing base course compaction. Traffic shall not be allowed on the permanent backfill or base prior to paving.



14. The permanent repair shall be completed within 48 hours, unless other arrangements have been made with ITD, District Three - Operations Manager.

Additional Notes:

1. **Bedding Material** – Bedding material shall consist of ¾” Untreated Aggregate for Base, Type “A”. It shall be placed as shown in the attached typical section or in layers at a maximum lift thickness of 6 inches and in accordance with ASTM D2321.
2. **Geotextile (Filter Fabric)** – Geotextile shall be accepted in accordance to section 718. If geotextile (filter fabric) is encountered while excavating, work shall cease, the ITD area maintenance Foreman shall be notified. The geotextile shall be required to be repaired. The repair shall consist of cutting out and replacing all the damaged material. The new geotextile material shall overlap the existing material a minimum of two (2) feet and be properly attached to the existing material.
3. **Markers** are required at each Right of Way line for all crossings, and at 500’ intervals for utilities buried along the shoulder. Closer spacing will be used in urban areas. Plastic ribbon is required in addition to the markers and should be installed at least one foot above the utility being marked. Plastic ribbon is not required on crossing where the utility is jacked under the roadway
4. **Structure Excavation** – Excavation shall meet the requirements of Section 210 – Structure Excavation and Compacting Backfill. Material shall be removed from the trench as shown in the attached typical section.
5. **Trenches / Splice Pits** shall not be left open or exposed overnight without proper traffic control and safety devices in place.
6. **Monuments - Idaho Statute 54-1234** If any person shall willfully deface, injure or remove any signal, monument, building or other object set as a permanent boundary survey marker by a registered, professional land surveyor, he shall forfeit a sum not exceeding five hundred dollars (\$500) for each offense, and shall be liable for damages sustained by the affected parties in consequence of such defacing, injury or removal, to be recovered in a civil action in any court of competent jurisdiction. *Idaho Statute 18-7021* Every person, not the owner thereof, who willfully mars, disfigures breaks or otherwise injures, or molests, removes or destroys, any work of art, monument, landmark, historic structure, shade tree, shrub, ornamental plant, or useful or ornamental improvement, is guilty of a misdemeanor.
7. **Landscaping** - The permit holder shall return to original condition and re-seed all areas disturbed. Berms and/or fences will not be permitted. Only flowers, grasses and shrubs with a mature height not to exceed three (3) feet or trimmed with no sight obstructions between three (3) feet to five (5) feet in areas with a posted speed limit of 35 M.P.H or less, and three (3) feet to seven (7) feet in areas with a posted speed limit above 35 M.P.H. will be allowed within the sight triangle at corners and the safety clear zone of the State Highway. Landscaping shall be short enough or trimmed so it doesn’t interfere with State Highway signs. No rocks over four (4) inches maximum size. Sprinkler heads shall be no closer than five (5) feet from the pavement edge and adjusted to not cause water to cover any part of the highway surface. *IDAPA Rule 39.03.42* , # 13. Drainage, B. Landscaping irrigation systems shall not disturb, obstruct, or add to the normal drainage patterns of the State highway right-of-way. No new ditches shall be constructed without prior approval. Landscaping, farming, and irrigation systems shall not interfere with utility installations, removals, or operations.

References and Standards Publications

Idaho 2018 Specification for Highway Construction
ITD 2018 Quality Assurance Manual
Idaho Guide for Utility Management
ITD manuals
Digline
OSHA

<https://apps.itd.idaho.gov/apps/manuals/SpecBook/SpecBook18.pdf>
https://apps.itd.idaho.gov/apps/manuals/QAm/QA_Searchable_2018.pdf
http://apps.itd.idaho.gov/apps/manuals/UtilityMgmt/gum_cover.pdf
<http://apps.itd.idaho.gov/apps/manuals/manualsonline.html>
<http://www.digline.com/>
<https://www.osha.gov/>



Right-of-Way Encroachment Application And Permit - Approaches or Public Streets

ITD Permit Application Number: 03-24-411-A

Applicant Information

Applicant Name City of Middleton		Mailing Address 1103 MainSt, Middleton ID 83644	
Email jvangilder@middletoncity.com	Phone 208-585-3133	Alternative Phone	

Permit Information

Property	Property Owner Idaho Transportation Department	Property Address Highway 44 and Cemetary Road Intersection, Middleton		County Canyon
	Nearest Public Street Cemetary Rd			Tax ID/Parcel ID
	Current Property Use	Current Zoning	Proposed Property Use	Proposed Zoning
	Current Access Other N/A	Property Owner Owns Adjacent Properties <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Planned Approach	Existing Approach <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Removing Approach <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	New Approach <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Temporary Approach <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Proposed Modification Type <input type="checkbox"/> Location <input type="checkbox"/> Width <input type="checkbox"/> Use <input checked="" type="checkbox"/> Improve <input type="checkbox"/> Consolidate Multiple <input type="checkbox"/> No Change			
	Desired Approach Width	Type of Approach Requested		
	Describe the Work Being Performed Installation of a traffic signal at Cemetary Road and SH-44			
	Mailbox Needed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Planned Start Date	Planned End Date	
	Estimated Number of Vehicles per day		Estimated Number of Vehicles per day at peak hour	

Contacts	
Construction Contractor Company	Name
Phone Number	E-Mail Address


Consultant Company Precision Engineering	Name Joel Gounds
Phone Number 208-938-1695	E-Mail Address joel@precisioinengineering.com

Traffic Control Contractor Company	Name
Phone Number	E-Mail Address

List any conditions of approval
 Permit to allow signalization of SH-44 Cemetery Rd intersection in Middleton per permitted Civil Set of plans once permitted, should the use of the parcel change causing any increase in trip generation, the parcel be split, or surrounding traffic conditions change the property owner will need to re-apply for access at that time.

Authorization		
Company Name City of Middleton	Phone Number 208-585-3133	Email jvangilder@middletoncity.com
Property Owner/Authorized Representative's Signature See attached paper permit copy		Date

Local Government Title	Name	E-Mail Address
Local Government Signature		Date

ITD Authorized Representative's Title Development Services Manager	Name Brian Duran
ITD Authorized Representative's Signature 	Date 03/25/2024

For ITD Use				
Project Number From ITD Highway Plan S-3748(2)		Date Application Received March 18, 2024		In City Limits Yes
Route SH-44	Segment 002130	Centerline Milepost 3.41 <input type="checkbox"/> Right <input type="checkbox"/> Left	Centerline Station 171+48 <input type="checkbox"/> Right <input type="checkbox"/> Left	
Traffic Impact Study Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Appraisal Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of Lanes 2	Access Purchased <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Distance from Nearest Approach				
Same Side, Right 127	Same Side, Left 188	Across, Right 370	Across, Left 188	
Sight Distance Right: 800 Left: 800	Reason if Restricted Right or Left	Culvert Needed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, Minimum Size Diameter: Length:	

GENERAL REQUIREMENTS

1. A paper or digital copy of the permit, including the Traffic Control Plan and all attachments must be at the work site while work is in progress (digital copies must be downloaded so that they are accessible even where there is no cell service or internet).
2. Work must begin within one (1) year and once work begins, it must be completed within 30 days. At the discretion of the District Engineer, a one-time extension, not to exceed six (6) months, may be granted if a written request is received from the permittee prior to the expiration date. If the permitted work does not begin within one year of permit issue date, ITD will inform the permittee that the permit is void. If the permittee wishes to continue, a new application must be submitted.
3. Any addendum “change order, alteration or modification” to this permit or any of its terms or conditions, must be authorized and signed by an ITD authorized representative. Addendum shall be on-site and available for inspection (with original permit) during construction activities. Addendum will be filed on record along with permit.
4. All work within the State Highway Right-of-Way must observe and comply all applicable laws, ordinances, regulations, orders and decrees and with government and industry standards, including Americans with Disabilities Act, (OSHA) regulations as enacted by The United States Department of Labor Occupational Safety and Health Administration, and the current ITD Traffic Control requirements and ITD Workzone Safety and Mobility Policy (Copies are available from ITD upon request). The permittee is responsible for obtaining all other necessary permits and approvals prior to starting work. ITD may request documentation of the local jurisdiction’s land-use approval.
5. The permittee must provide all material, labor, and equipment involved in the permitted work including furnishing drainage pipe, curb, gutter, concrete sidewalk, etc., where required. All materials shall be sourced from an ITD Qualified Vendor. Lists of qualified vendors available upon request. Prior to beginning work sufficient labor, materials and equipment must be at the job site to expediently complete the project.
6. All utilities must be installed under culverts. Work done under this permit must be constructed in a way that does not cause water to flow onto the roadway or shoulder and must not interfere with the existing drainage on the State Highway System or any nearby drainage systems.
7. Idaho Statute Title 55, Chapter 22, Section 55-2201 through 55-2210 requires that if any excavation is involved, the applicant must notify the One-Call Service by calling 8-1-1 at least two business days and not more than 10 business days before the start of excavation. Please go to <http://www.digline.com> for more information. Digline will not notify ITD to mark facilities! There may be ITD owned underground facilities present within the permit work area. The contractor is to request locates of buried utility facilities owned by the State by contacting the District Traffic Signal Foreman, all other ITD facilities contact the Area Foreman (contact information will be provided in the permit approval letter. All known facilities must be marked before any excavation takes place.
8. Once the permit is approved, the permittee must notify ITD five (5) working days before starting the permitted work. No work will begin until the permittee is given permission to proceed by an authorized representative of ITD.
9. ITD approved Traffic Control must be in place and maintained during work and meet the most current editions of: ITD Traffic Control Requirements, the Manual on Uniform Traffic Control Devices (MUTCD). The Traffic Control Plan (TCP) must be on-site and available for inspection during traffic control set up and removal. Violations of the TCP or MUTCD requirements may result in immediate shut-down of the permitted work and revocation of the permit.

ITD Permit Application Number: 03-24-411-A

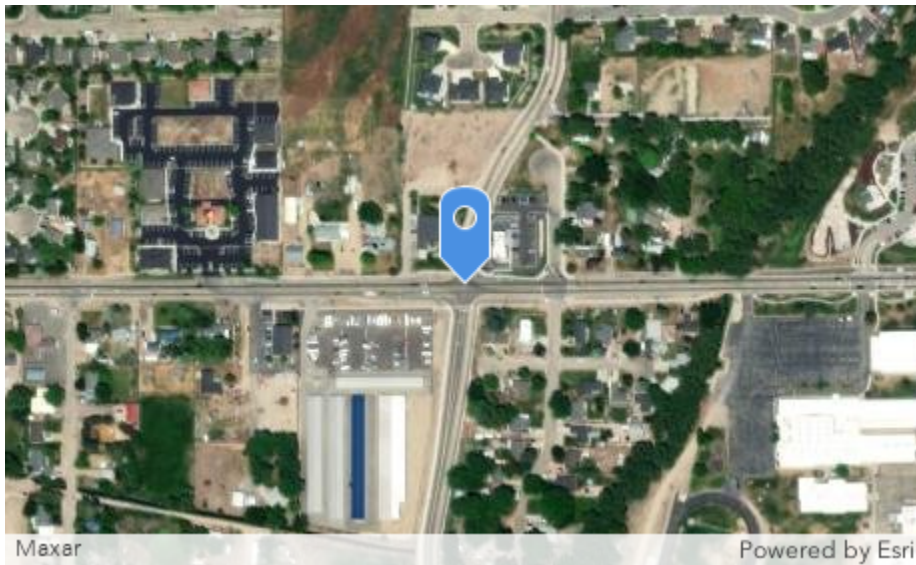
10. ITD may inspect the materials and workmanship during construction and upon completion to determine that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state Right-of-Way that do not comply with the requirements of the permit, that conflict with concurrent highway construction or maintenance work, or that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public. Any encroachment that is found to be in non-compliance with the requirements of the approved permit may be required to be modified, relocated, or removed at the sole expense of the permittee upon written notification by the District Engineer or authorized representative.
11. Upon completion of the permitted work, at the permittee's expense, the Right-of-Way must be restored to original condition or better to the satisfaction of ITD including the removal of all trash and debris, repair of any and all damage, correction of any interferences with highway drainage, restoration of survey monuments and traffic control devices, and all required grading and seeding. If the permittee fails to make the necessary repairs, the Department will make the repairs and bill the permittee.
12. All permitted work must be completed and available for final inspection within thirty (30) days after construction begins, unless otherwise written in the special provisions of the permit. After construction is completed the permittee must notify the ITD Maintenance Foreman for final inspection. The contact information for the foreman will be included in the permit approval letter. Permit will be considered temporary until final approval by ITD. The permittee must maintain the encroachment covered by their permit at their own expense.
13. ITD reserves the right to add, remove, modify, repair, or relocate any encroachment(s) or appurtenance(s) within the Highway Right-of-Way which currently exists or has been authorized by this permit, to accomplish the relocation, reconstruction, widening, or maintenance of the highway and/or to improve safety or mobility on or adjacent to the highway system. Said change or removal will be made at the sole expense of the permittee, or its successors and assigns. All such modifications, relocation, or removal by the permittee will be done in such a manner as will cause the least interference with the traveling public or any of the Department's work.
14. The Permittee shall be responsible for damages caused during permit activity and guarantee workmanship for 2 years after completion. Damages must be reported to the area Foreman immediately. Repairs shall be made by the permittee as directed by the ITD authorized representative at no cost to the Department. If the permittee fails to make the necessary repairs, the Department will make the repairs and bill the permittee. No new permits shall be issued to the permittee until such claims have been settled.
15. ITD may revoke, amend, amplify, or terminate this permit or any of its conditions if the permittee fails to comply with any or all of its provisions, requirements, or regulations or through willful or unreasonable neglect, fails to heed or comply with notices given, or if a utility, approach, or other item is not installed or operated and maintained in conformity with the permit.
16. After permitted work receives final approval, any modification, addition, repair, relocation, or removal of the encroachment granted by this permit will require a new permit before beginning work.

SUPPLEMENTAL REQUIREMENTS FOR APPROACH PERMITS

1. Approaches will be for the bona fide purpose of securing access and not for parking, conducting business, or servicing vehicles on the Highway Right-of-Way. I.D.A.P.A. 39.03.42 lists all prohibited uses.
2. Unless the requirement is waived by the District Engineer, a Traffic Impact Study will also be required when a new or expanded development seeks direct access to a state highway, and at full build out will generate one hundred (100) or more new trips during the peak hour, the new volume of trips will equal or exceed one thousand (1000) vehicles per day, or the new vehicle volume will result from development that equals or exceeds the threshold values in Table 2. The Traffic Impact Study is created by a licensed engineer in the State of Idaho at their cost
3. Only Changes in deeded access will be recorded with the County following the final approval by ITD. The permittee will receive a copy of the recorded document which should be retained for future reference.
4. Changes in the use (as defined in I.D.A.P.A. 39.03.42), of the permitted access not consistent with the requirements and conditions listed on the permit may be considered a violation of the permit.
5. Any traffic control features or devices in the State Highway Right-of-Way, such as islands, median openings, traffic signals, illumination, and other traffic control devices required as a condition of a permit, are not an integral part of the approach authorized by the permit and as such will become property of the State upon final inspection and approval by ITD. ITD reserves the right to change these features and devices in the future in order to promote safety and/or mobility within the State Highway Right-of-Way. Expenditure of monies for purchase or installation of said features or devices will not create an ownership interest in the features or devices.
6. Final acceptance for approaches and public streets must be by signed inspection with supporting documentation.

ITD Permit Application Number: 03-24-411-A

Site Map





Right-of-Way Encroachment Application for Approaches or Public Streets

This form initially serves as an **application** for an approach. If approved by ITD, the completed form becomes a **permit**.

Note: Carefully review your application and submit all required documents. Incomplete applications will delay processing.

Applicant Information (Printed in blue or black ink or Typed) is to be completed by either the property owner(s) applying for a permit to encroach within the state highway rights-of-way, or an agency/authorized representative of the property owner(s). The application may be approved, approved with conditions, or denied based on IDAPA 39.03.42 Rules Governing Highway Right-of-Way Encroachments on State Highway Rights-of-Way, and ITD Policies and Procedures. **indicates it may not apply to all projects and may be left blank.*

Applicant Information	Property Owners Name (Printed) City of Middleton	Mailing Address or P.O. Box 1103 Main St	City Middleton	State ID	Zip Code 83644
	E-Mail of Owner or Authorized representative jvangilder@middletoncity.com		Daytime Phone 208-585-3133	Alternate Phone*	

Property Information	Tenant Name (If applicable)*		Property Address	City	County
	Current Property Use*	Current Zoning*	Proposed Property Use*	Proposed Zoning*	
	Tax ID/Parcel Number*			How is Access Currently Gained? Stop sign controlled intersection.	

Planned Approach	Describe the work being performed and any information ITD should be aware of (Attach sheets if needed) Installation of a traffic signal at Cemetery Road and SH-44.			Estimated # of Vehicles using approach at full buildout	
				per day	per day at peak hour
	<i>If this is a proposed change* to an existing approach, check all that apply:</i> <input type="checkbox"/> Location <input type="checkbox"/> Width <input checked="" type="checkbox"/> Improve <input type="checkbox"/> Change in Use <input type="checkbox"/> Consolidate Multiple <input type="checkbox"/> Remove			Type of Approach Requested: <input type="checkbox"/> Farm/Field <input type="checkbox"/> Single Residential <input type="checkbox"/> Multiple Residential <input type="checkbox"/> Commercial One-way <input type="checkbox"/> Commercial two-way <input type="checkbox"/> Joint Use Commercial <input type="checkbox"/> Joint Use Residential <input type="checkbox"/> Public Road <input type="checkbox"/> Boulevard <input checked="" type="checkbox"/> Other <u>Signal</u>	
	Is this a temporary approach? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Is this a new approach? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Approach Width Proposed Without radii/curve (ft) (or actual width if no changes are planned) N/A Planned Start Date* Project End Date* 12/31/2024

Required Documents	<input type="checkbox"/> Payment receipt for the nonrefundable application fee \$50- unless new/expanded development: contact ITD for fee chart.	<input type="checkbox"/> Deeds, Warranty Deeds, Exchange Deeds or Joint Access Agreements verifying land ownership, access restrictions, legal easements, or access for all affected parcels- <i>If ownership of the property changes during the permit process, a new form must be submitted with new ownership documentation.</i>
	<input type="checkbox"/> Photos of the proposed driveway location, including one looking each direction along the highway from the proposed location.	<input type="checkbox"/> Parcel Map * If applicant owns adjacent properties, label all properties owned by applicant.
	<input type="checkbox"/> Plans or civil drawings showing proposed work including: <ul style="list-style-type: none"> A map with the location of the existing or proposed approach marked Shows property lines, with North labeled Marks exact milepost location to the one-hundredth (0.01) of a mile Shows the property in relation to the highway, other roads, landmarks Lane configuration, pavement markings, signs, signals (traffic lights) Approach design, spacing, width and type, with dimensions labeled and drainage plans, if possible, draw to scale.	<input type="checkbox"/> For commercial, multi-family, subdivision, or public street approaches, you must ALSO include* a site/plot plan, grading and drainage plans. Show the parcel layout, proposed lots, building locations and sizes, parking, internal drive aisles, street layouts. The applicant must contact ITD for roadway alignment or highway project plans when in a project area.
	<input type="checkbox"/> A Traffic Control Plan drawn and signed by a certified Traffic Control Supervisor, including certification number.	<input type="checkbox"/> Preliminary Traffic Data at full build out* for new or expanded development

Contacts	Construction Contractor (If known)*	Phone*	E-Mail*
	Consultant (If Applicable)* Joel Grounds, Precision Engineering	Phone* 208-938-1695	E-Mail* joel@precisionengineeringllc.com
	Traffic Control Company (Required)	Phone	E-Mail

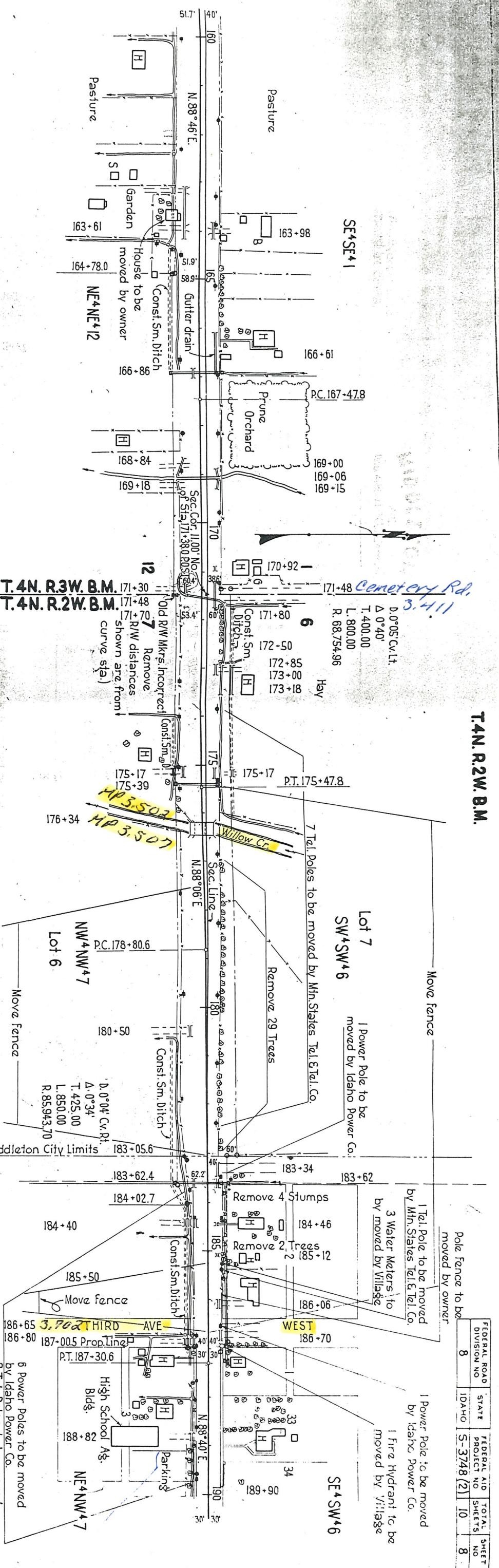
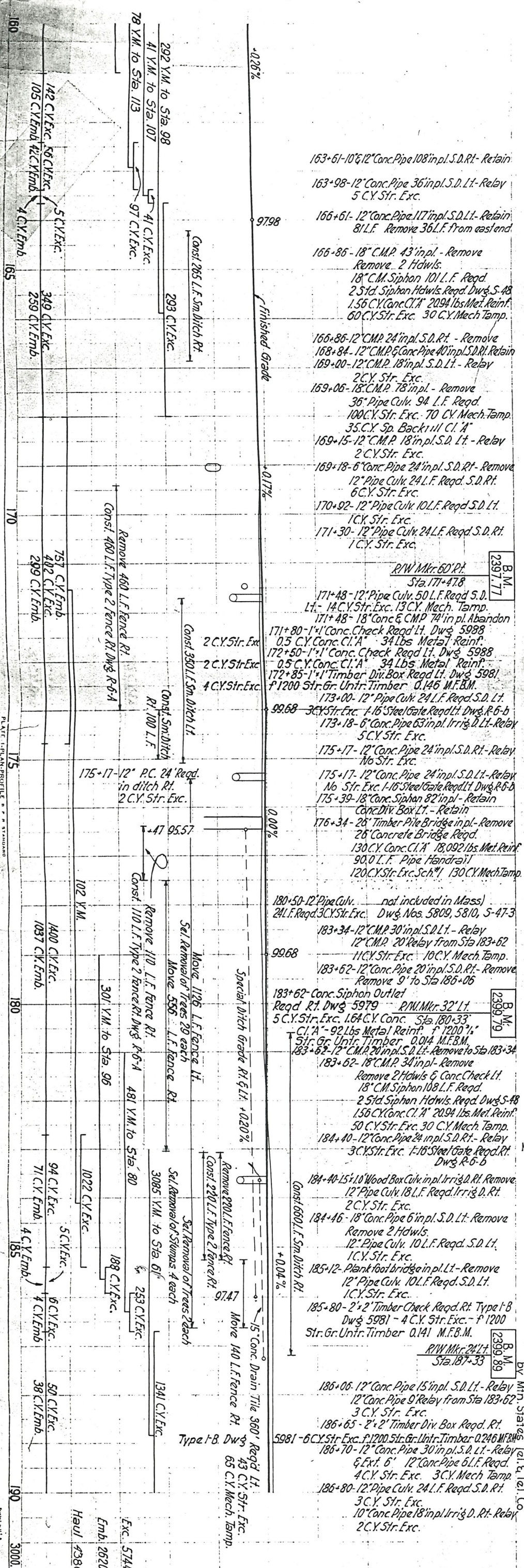
Acceptance and Approval to Work: If the permit application is denied, the applicant will be notified by certified mail of the reason(s) for denial and the process for appealing. The permittee must comply with the **General and Supplemental Requirements** and any additional conditions in the permit approval letter. If permittee does not agree with all conditions in the approval, they may send a written notice to ITD to cancel the application.

By signing this permit, the permit holder or authorized representative certify that they have been made aware of and agree with all requirements of the permit, including any and all restrictions and further agree to indemnify, save harmless, and defend regardless of outcome ITD from the expenses of and against all suits or claims, including costs, expenses, and attorney fees that may be incurred by reason of any act or omission, neglect, or misconduct of the permittee or its contractor in the design, construction, and maintenance of the work, which is the subject of this permit.

Property Owner/Authorized Representative's Signature X <i>Jason Van Gelder</i> JASON VAN GELDER - PW DIR.	Company Name (If applicable) City of Middleton	Date 1/23/24
--------------------------------------------------------------------------------------------------------------	---------------------------------------------------	-----------------

Subject to all terms, conditions, and provisions of this permit, with attachments & addendums, permission is granted to work in the State Highway right of way.

Idaho Transportation Department Authorized Representative's Signature X	Title	Date
----------------------------------------------------------------------------	-------	------



FEDERAL ROAD DIVISION NO	STATE	FEDERAL AID PROJECT NO	TOTAL SHEETS	SHEET NO
8	IDAHO	S-3748(2)	10	8

T.4N. R.2W. B.M.

SE4SW46

NE4NE412

SE4SE41

160

170

180

190

3000.0'

PLANS

BASE BID

**CEMETERY ROAD AND
SH-44 INTERSECTION**

LEGEND

- (See Standards For Specifics)
- 2 C.L. of Construction or Survey 3
 - Existing Profile or X-Section Line
 - Existing Edge of Pavement or Gravel
 - Existing Drain or Irrigation Pipe
 - Existing Ditch or Flow line
 - Existing Sprinkler Line
 - Existing Property Line
 - Existing Fence and Gate
 - Existing Slope
 - Existing Curb & Gutter
 - Existing Curb(No Gutter)
 - Existing Concrete Sidewalk
 - Existing Curb,Gutter,Sidewalk and Approach
 - Existing Utility Line With Initial
 - Water Valve or Meter
 - Gas Valve or Meter
 - Fire Hydrant
 - Signal Pole
 - Light Pole
 - Utility Pole With Anchor
 - Sign, Stop/Street Sign and Mailbox
 - Existing and New Manholes
 - Existing and New Catch Basin
 - New Sediment Box
 - Existing and New Irrigation Box
 - Deciduous And Evergreen Tree
 - Deciduous And Evergreen Bushes
 - Existing Building
 - River, Creek, or Canal
 - Revision Note
 - Construction Note
 - Street Address
 - Property Number or Curve Number
 - Bench Mark and Monument
 - Section & 1/4 Section Corner
 - Design Plan Edge of Pavement or Gravel
 - Design Profile For TC or Pipes
 - Design Profile Grade Break
 - Design Profile PC or PT
 - Design Ditch or Flow line
 - Design SD or Irrg. Pipe on Plan View
 - New Property or Right of Way Line
 - New Easement Line
 - New Retaining Wall
 - Limits of Cut Slope
 - Limits of Fill Slope
 - Section Line
 - New Curb and Gutter
 - New Curb,Gutter,Sidewalk, and Approach
 - New Ped Ramp
 - New Valley Gutter
 - Gravel Repair
 - Asphalt Repair
 - Concrete Repair
 - Sod Repair

UTILITIES

- S Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By City of Middleton
- P Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By Idaho Power
- G Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By Intermountain Gas
- W Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By Suez Water
- TV Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By
- F1 Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By Cable One
- F2 Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By Lumen

Call Digline 48 Hours Prior To Excavation To Request Underground utility Locations. Telephone 811

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.

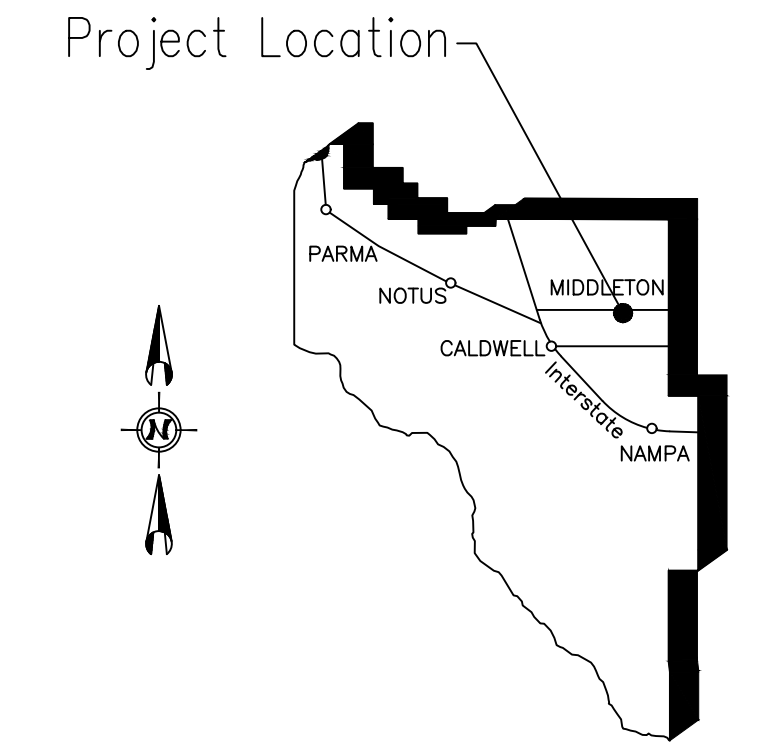
Utility Coordination Was Requested During Design Of This Project. Utility Information Is Shown For Surface Features And, If Provided By The Owner Of The Utility, For Non Surface Features. All Locations Are Approximate.

City of Middleton

Cemetery Rd And SH-44 Intersection, Middleton

Project No: 23005

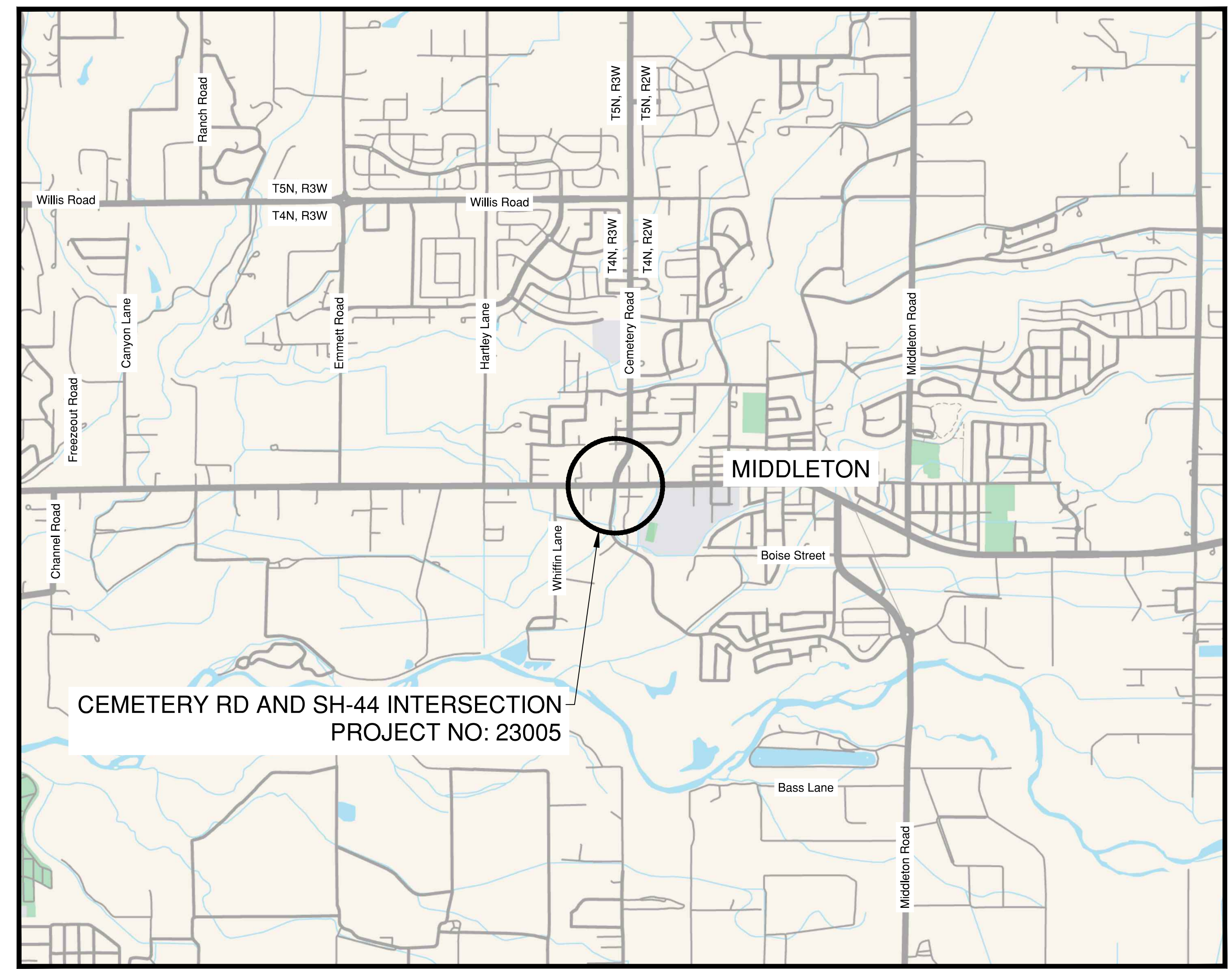
Sections 1, 6, 7 & 12 Township 4N, Range 3W, B.M.



CANYON COUNTY

INDEX OF SHEETS

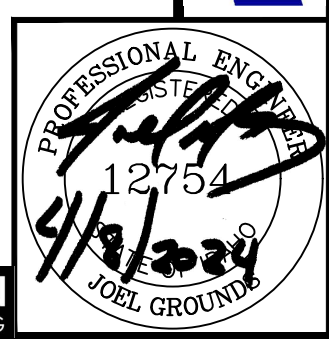
Sheet No.	Description
1	Title Sheet
2	Monuments & Typical Sections
3-5	Plan & Profiles
6	Construction Details
7	Storm Drain Profiles
8	Intersection Grading Plan
9-18	Traffic Signal Plan & Details
19-22	Signing & Pavement Markings Plan
23-24	Pavement Markings Obliteration Plan
25-35	Traffic Control Plans



VICINITY MAP
NTS

- Nomenclatures:
- EOP: Edge Of Pavement
 - PC: Point Of Curvature
 - PT: Point Of Tangency
 - PRC: Point Of Reversing Curvature
 - PCC: Point Of Compound Curvature
 - ME: Match Existing
 - AP: Angle Point
 - GB: Grade Break
 - LP: Low Point
 - FL: Flow Line
 - TBVC: Top Back Vertical Curve
 - COVC: Top Of Concrete Pavement
 - BVCS: Begin Vertical Curve Station
 - BVCE: Begin Vertical Curve Elevation
 - EVCS: End Vertical Curve Station
 - EVCE: End Vertical Curve Elevation

Certification Of Compliance With Standards
The Design And Plans Have Been Prepared In Substantial Conformance With The Policy, Design, And Drafting Standards In Effect At The Time Of Preparation.

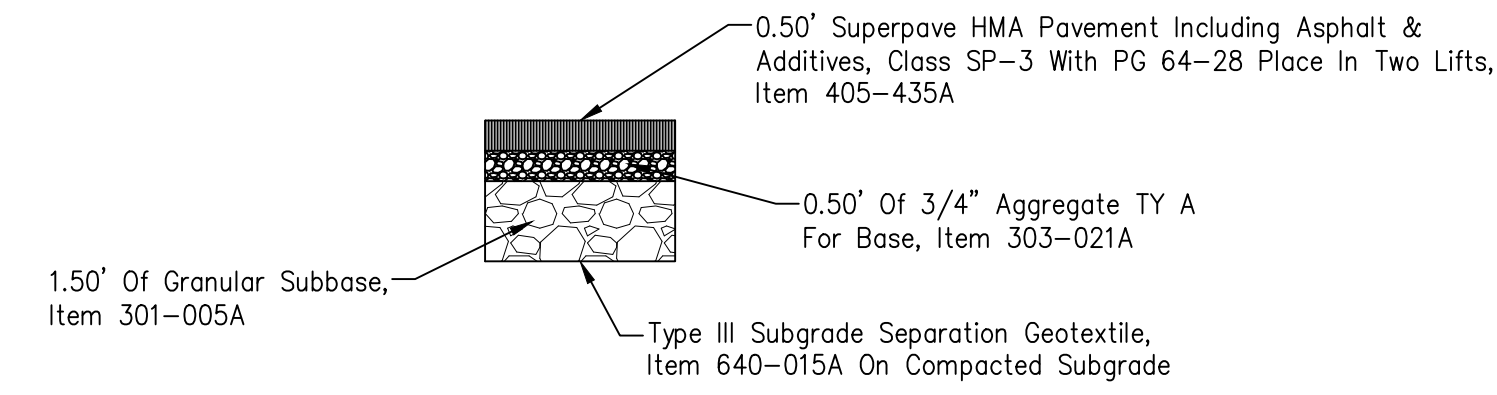


PRECISION ENGINEERING

Date: 07/2023
 Surveyed by: Civil Survey
 Date: 04/2024
 Drawn by: Precision
 Date: 04/2024
 Design by: Precision
 Project Name: Cemetery Rd And SH-44 Intersection, Middleton
 Project No: 23005

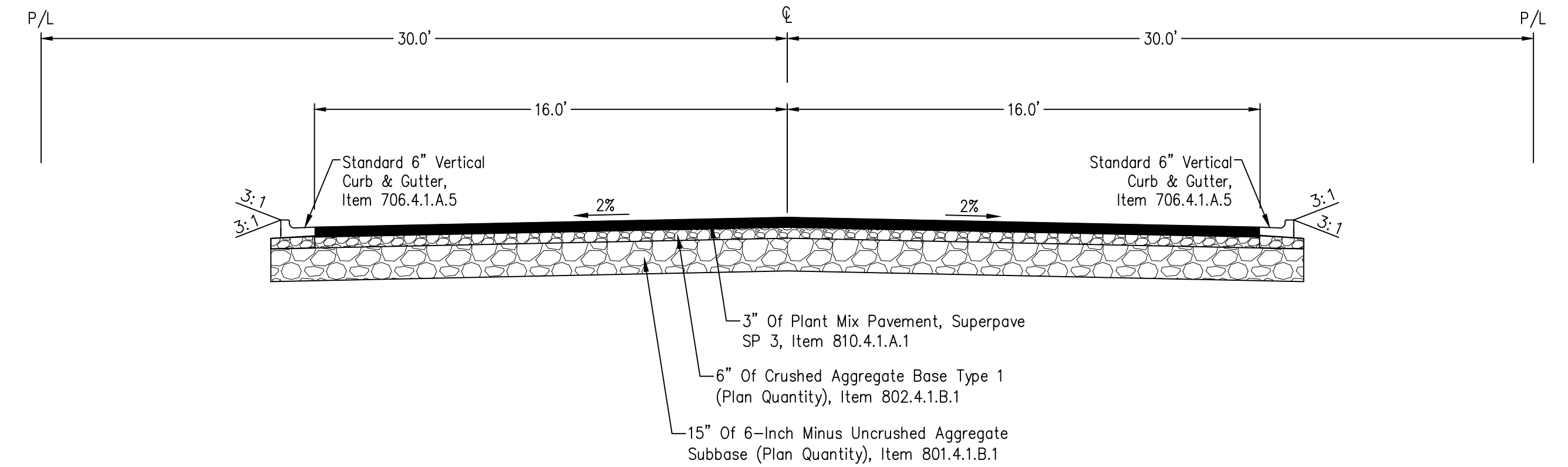
NOTES

1. Material Specifications For SH-44 Shall Comply With ITD Standard Specifications For Highway Construction Sections 301, 303 And 703 For Aggregates And Granular Subbase.
2. For Estimating Purposes A Unit Weight Of 135 Lb/Ft³ Was Utilized To Calculate The Tonnage For 301 and 801 Bid Items.
3. For Estimating Purposes A Unit Weight Of 130 Lb/Ft³ Was Utilized To Calculate The Tonnage For 303 and 802 Bid Items.
4. For Estimating Purposes A Unit Weight Of 145 Lb/Ft³ Was Utilized To Calculate The Tonnage For 405 and 810 Bid Items.



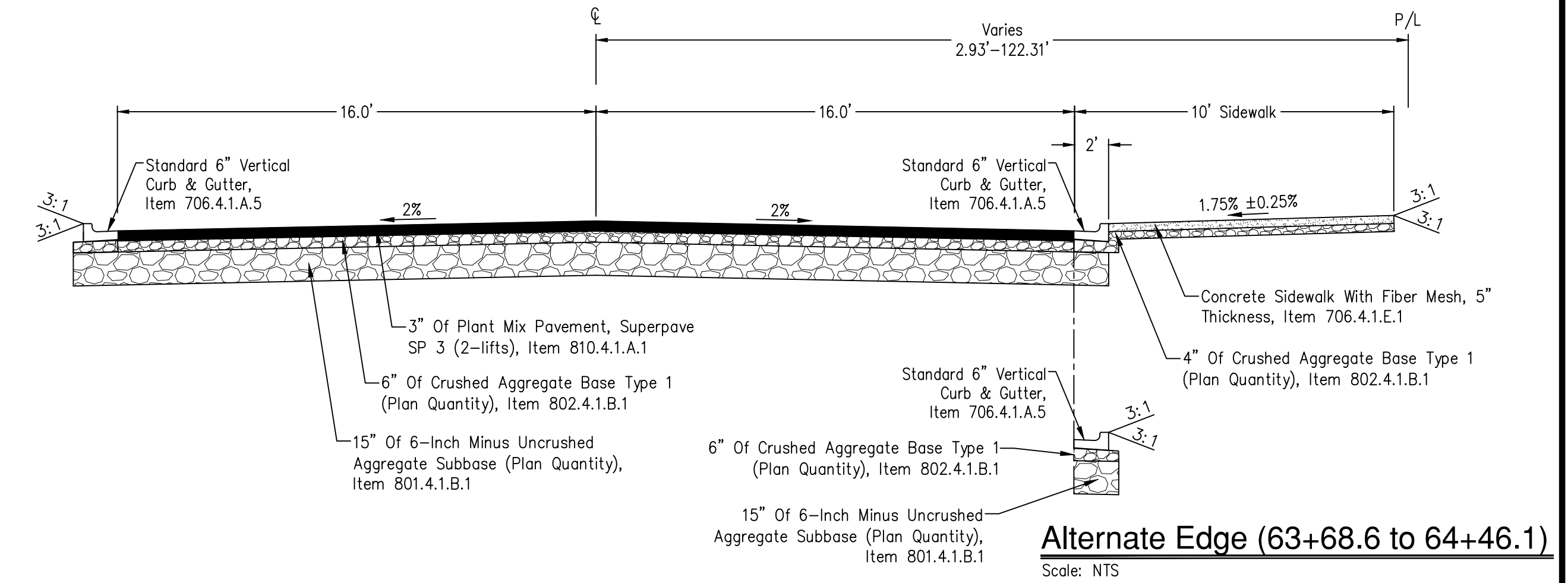
Typical Section - SH-44

Scale: NTS



Typical Section - W Idaho St

Scale: NTS



Typical Section - N Highlands Ct

Scale: NTS

Found Monuments						
POINT NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION	STATION, OFFSET	CENTERLINE ALIGNMENT
1	AC S1-6-7-12 LS14221	744582.589	2391285.448	2404.08	37+02.85 0.00'	SH-44
2	AC 1/4 S1-12 LS14221	744598.920	2388582.652	2394.97	10+00.00 0.00'	SH-44
3	AC 1/4 S1-6 LS7612	747236.559	2391330.485	2414.38	37+66.46 2653.59' Lt	SH-44
4	AC 1/4 S6-7 LS14221	744585.012	2393817.682	2403.63	62+35.12 0.00'	SH-44
5	AC 1/4 S7-12 LS1347	741959.724	2391176.233	2392.58	36+09.48 2623.48' Rt	SH-44
6	ITD BC NMSC	744623.773	2391286.146	2402.75	37+03.83 41.18' Lt	SH-44
7	ITD BC NMSC	744644.837	2391286.500	2402.73	37+04.33 62.24' Lt	SH-44
8	5/8"W/CAP LS797	744624.484	2391000.866	2402.52	34+18.02 40.17' Lt	SH-44
9	5/8"W/CAP	744625.180	2390871.043	2402.42	32+88.19 40.09' Lt	SH-44
10	5/8"W/CAP LS797	744625.278	2390841.092	2402.28	32+58.24 40.00' Lt	SH-44
11	5/8"W/CAP LS797	744709.220	2391011.115	2400.69	34+27.75 124.97' Lt	SH-44
12	5/8"W/CAP LS797	744909.473	2391085.659	2403.07	35+01.08 325.67' Lt	SH-44
13	5/8"W/CAP LS797	744957.725	2391103.615	2402.38	35+18.75 374.03' Lt	SH-44
14	5/8"W/CAP LS797	745090.378	2391195.395	2403.08	36+09.73 507.24' Lt	SH-44
15	5/8"W/CAPLS3627	744644.915	2391326.500	2400.97	37+44.33 62.04' Lt	SH-44
16	1/2"PIN	745317.950	2391257.994	2405.90	36+70.95 735.18' Lt	SH-44
17	ITD BC NMSC	745146.497	2391295.089	2404.13	37+16.43 563.83' Lt	SH-44
18	ITD BC NMSC	745130.110	2391283.764	2404.17	36+97.85 547.50' Lt	SH-44
19	ITD BC NMSC	745159.406	2391255.316	2404.14	36+69.23 576.62' Lt	SH-44
20	5/8"PIN	743889.171	2391136.625	2398.79	35+58.21 694.30' Rt	SH-44
21	1/2"PIN	743920.367	2391217.882	2399.18	36+39.28 662.62' Rt	SH-44
22	1/2"PIN	743513.173	2391240.199	2399.37	36+64.06 1069.67' Rt	SH-44
23	1/2"W/CAP LS13446	743599.627	2391284.680	2398.25	N/A	SH-44
24	1/2"PIN	744199.384	2391309.614	2399.69	37+24.33 383.36' Rt	SH-44
25	5/8"PIN LNG W.	744339.403	2391315.240	2400.00	37+30.93 243.39' Rt	SH-44
26	AC LS14221	744594.825	2391285.717	2403.79	37+03.20 12.23' Lt	SH-44
27	AC W1/16 LS14221	744591.132	2392505.737	2403.84	49+23.16 0.00'	SH-44
28	MAG SIG DEEP	744583.959	2391047.903	2403.78	34+65.30 0.07' Rt	SH-44
29	AC E1/16 LS14221	744590.745	2389934.052	2401.45	23+51.42 0.01' Rt	SH-44
30	1/2"PIN LNG N.	743513.505	2391240.274	2399.27	36+64.13 1069.34' Rt	SH-44
31	BOLT W/FEATHER	743513.456	2391241.408	2399.42	36+65.27 1069.38' Rt	SH-44
32	5/8"W/CAP LS12220	744524.649	2390936.700	2402.58	33+54.45 60.05' Rt	SH-44
33	5/8"W/CAP LS7314	744249.370	2390933.420	2398.88	33+52.84 335.34' Rt	SH-44
34	5/8"W/CAP LS13446	743872.163	2390896.499	2402.68	33+18.20 712.76' Rt	SH-44
35	5/8"W/CAP LS13446	743808.904	2390895.855	2402.23	33+17.93 776.02' Rt	SH-44
36	5/8"W/CAP LS16662	744641.796	2391251.457	2403.01	36+68.50 59.00' Lt	SH-44
37	BD LS16662	744689.435	2391262.235	2402.98	36+78.99 106.70' Lt	SH-44
38	5/8"W/CAP LS16662	744842.244	2391264.700	2403.38	36+80.53 259.52' Lt	SH-44
39	5/8"W/CAP LS16662	744844.513	2391133.283	2402.66	35+49.10 261.00' Lt	SH-44
40	5/8"W/CAP LS16662	744747.541	2391101.731	2404.48	35+18.14 163.84' Lt	SH-44
41	5/8"W/CAP LS16662	744642.811	2391084.595	2402.94	35+01.63 59.01' Lt	SH-44
42	1/2"W/CAP LS832	744090.352	2391029.794	2397.76	34+50.17 493.77' Rt	SH-44
43	5/8"PIN	744155.695	2391045.555	2397.82	34+65.54 428.34' Rt	SH-44

Revisions:

• SIGNATURES •

Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

Monuments & Typical Sections

PRECISION ENGINEERING



NOTES

- 1 Removal Of Obstructions, Item 201.4.1.C.1
- 7 Remove Curb, Gutter & Sidewalk As Required, Item 201.4.1.C.1
- 9 Retain And Protect Sidewalk And Existing Curb And Gutter
- 12 Manhole Type Storm Drain, Adjust To Grade, Item 2030.4.1.A.1
- 43 Extruded Curb Type 3, Per Detail 2, Sheet 6, Item SP 07002
- 45 Standard 6" Vertical Curb And Gutter, Item 706.4.1.A.5
- 47 Saw Cut Existing Pavement, Incidental To Item 202.4.1.A.1
- 49 Concrete Sidewalks, Thickness 5", Item 706.4.1.E.1.5
- 51 Pedestrian Ramp W/Detectable Warning Domes, Type SD-712A, A, Item 706.4.1.H.1.A.A
- 56 4" Topsoil, Item SSP 25050
- 57 Sod Repair, Item SSP 29064
- 62 Remove & Repair Sprinkler System, Item SSP 29101
- 65 5' Curb Terminus, Incidental To Item 706.4.1.A.5
- 97 Retain And Protect Existing Vinyl Fence. Concrete Handwork May Be Required For Sidewalk And Pedestrian Ramp Construction.
- 100 Refer To Splitter Island Details, Sheet 6
- 101 Reference And Reset Monuments, Item 2020.4.1.F.1
- 135 Miscellaneous Utility, Adjust to Grade, Type Junction Box, Item 2030.4.1.D.1
- 140 Traffic Separator Type 1, Per Detail 1, Sheet 6, Item SP 07001
- 150 Contractor To Coordinate The Removal Of The Overhead Power Service To The Street Light On Wood Pole With Idaho Power, Provide 10 Day Notice.

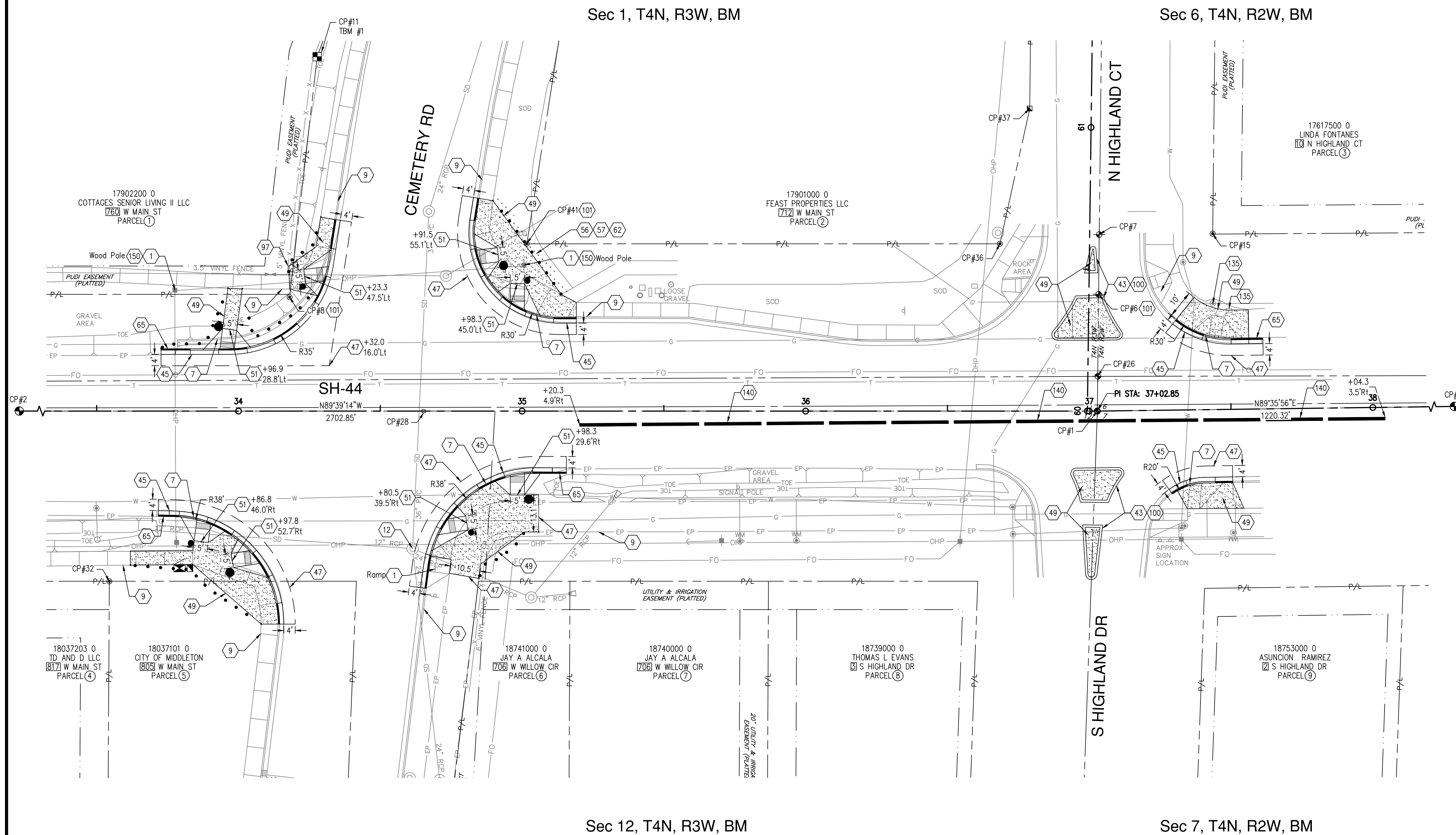
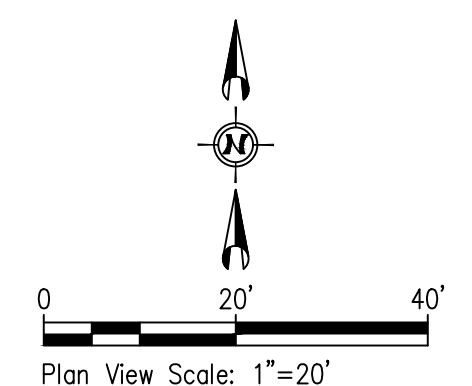
BENCHMARKS

- TBM #1: 5/8"W/CAP LS797 (CP#11)
Sta: 344+27.75, Offset 124.97' Lt
Northing: 744,709.220
Easting: 2,391,011.115
Elevation: 2,400.69

CONTROL POINTS

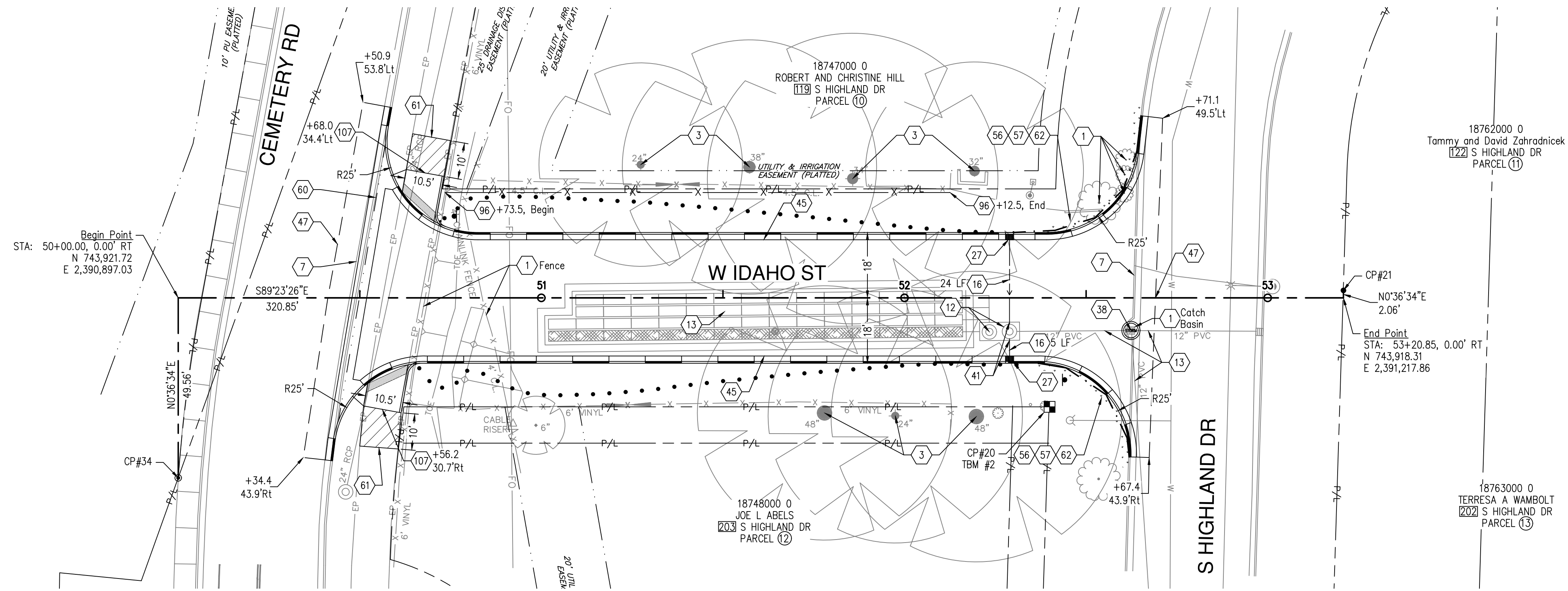
Refer to Monuments and Property Corners Table (Sheet 2) for Monument Information

- CP #1: AC S1-6-7-12 LS14221
- CP #2: AC 1/4 S1-12 LS14221
- CP #4: AC 1/4 S6-7 LS14221
- CP #6: ITD BC NMSC
- CP #7: ITD BC NMSC
- CP #8: 5/8"W/CAP LS797
- CP #11: 5/8"W/CAP LS797
- CP #15: 5/8"W/CAP LS3627
- CP #16: AC LS14221
- CP #28: MAG SIG DEEP
- CP #32: 5/8"W/CAP LS12220
- CP #36: 5/8"W/CAP LS16662
- CP #37: BD LS16662
- CP #41: 5/8"W/CAP LS16662



Revisions:	• SIGNATURES •			
Design By: Precision	Date: 04/2024	Drawn By: Precision	Date: 04/2024	Survey By: Civil Survey Date: 07/2023

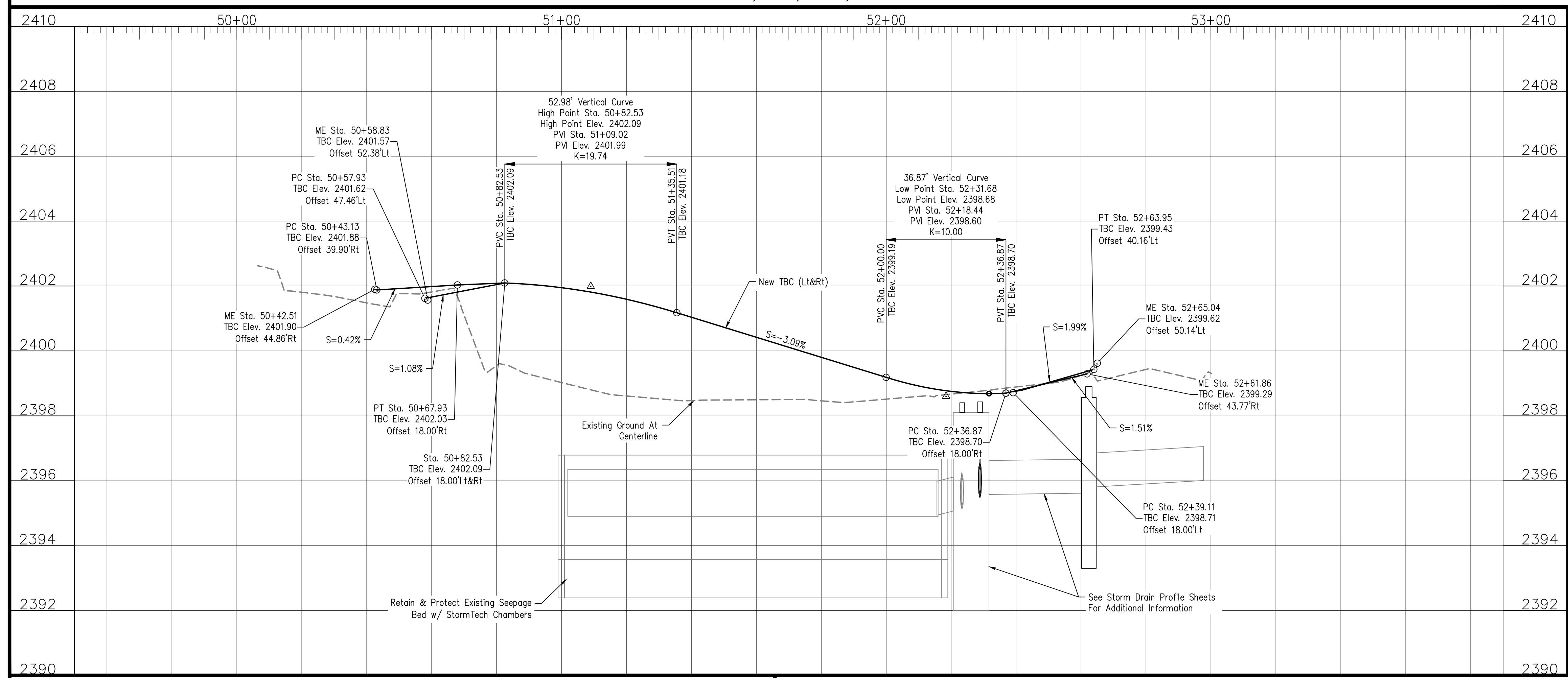
Sec 12, T4N, R3W, BM



NOTES

- 1 Removal Of Obstructions, Item 201.4.1.C.1
- 3 Trim Tree, Item SSP 29090
- 7 Remove Curb, Gutter & Sidewalk As Required, Item 201.4.1.C.1
- 12 Manhole Type Storm Drain, Adjust To Grade, Item 2030.4.1.A.1
- 13 Retain And Protect Existing Storm Drain/Irrigation Pipe Or Structure
- 16 12" Storm Drain Pipe, ASTM D3034, SDR 35, PVC, Item 601.4.1.A.5.12A
- 27 Catch Basin, Type I, Item 602.4.1.F.1.A
- 38 Shallow Storm Drain Manhole, Type I, Item 602.4.1.C.1
- 41 Connect To Existing Storm Drain/Irrigation Structure, Incidental To Project
- 45 Standard 6" Vertical Curb And Gutter, Item 706.4.1.A.5
- 47 Saw Cut Existing Pavement, Incidental To Item 202.4.1.A.1
- 56 4" Topsoil, Item SSP 25050
- 57 Sod Repair, Item SSP 29064
- 60 Concrete Valley Gutters, Item 706.4.1.B.3
- 61 Asphalt Repair - Asphalt Repair - Other, Item SSP 08125
- 62 Remove & Reset Sprinkler System, Item SSP 29101
- 96 Install 6' Vinyl Fence, Item SP 20009
- 107 Pedestrian Ramp W/Detectable Warning Domes, Type SD-712C, C4, Item 706.4.1.H.1.C.C4

Sec 12, T4N, R3W, BM



BENCHMARKS

- TBM #2: 5/8" PIN (CP#20)
Sta: 35+58.21, Offset 694.30' Rt (SH-44)
Northing: 743,889.171
Easting: 2,391,136.625
Elevation: 2,398.79

CONTROL POINTS

Refer to Monuments and Property Corners Table (Sheet 2) for Monument Information
 CP #20: 5/8" PIN
 CP #21: 1/2" PIN
 CP #34: 5/8" W/CAP LS13446

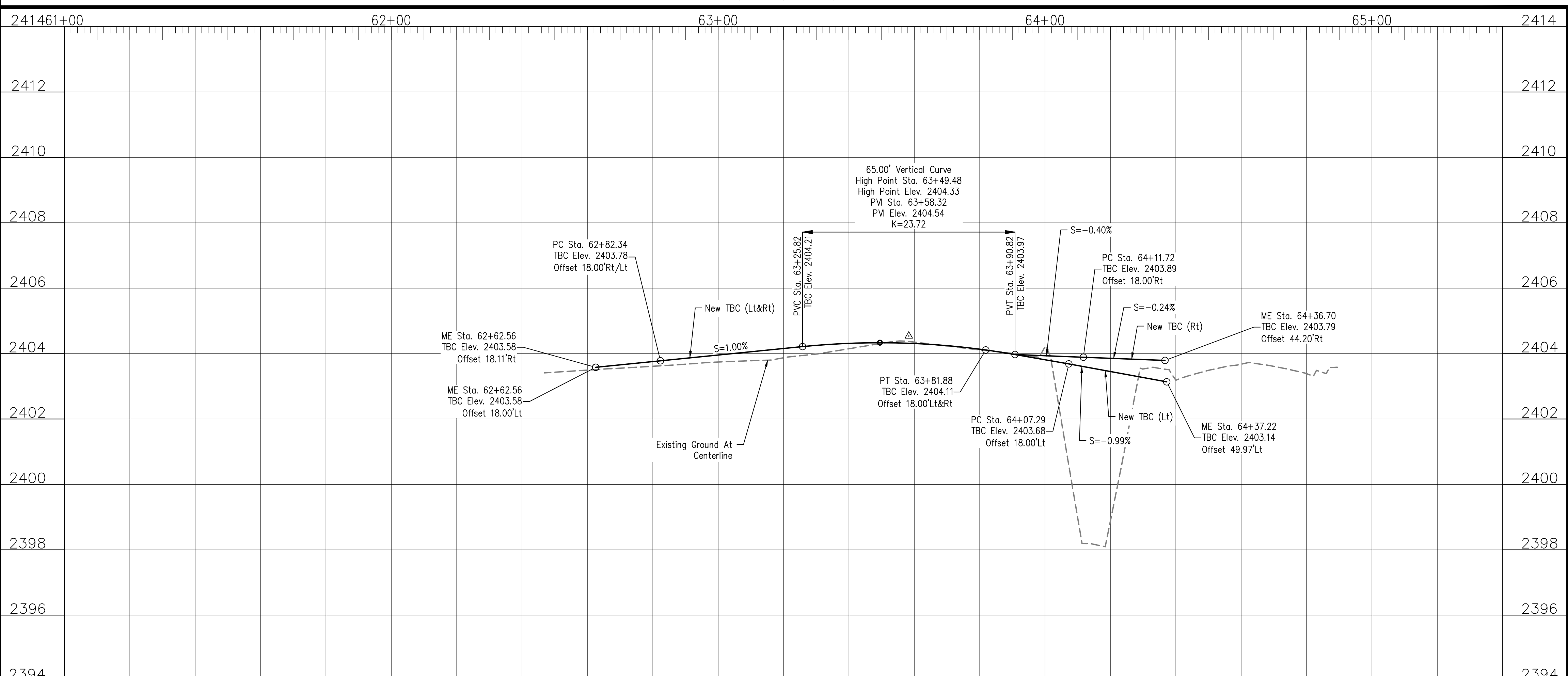
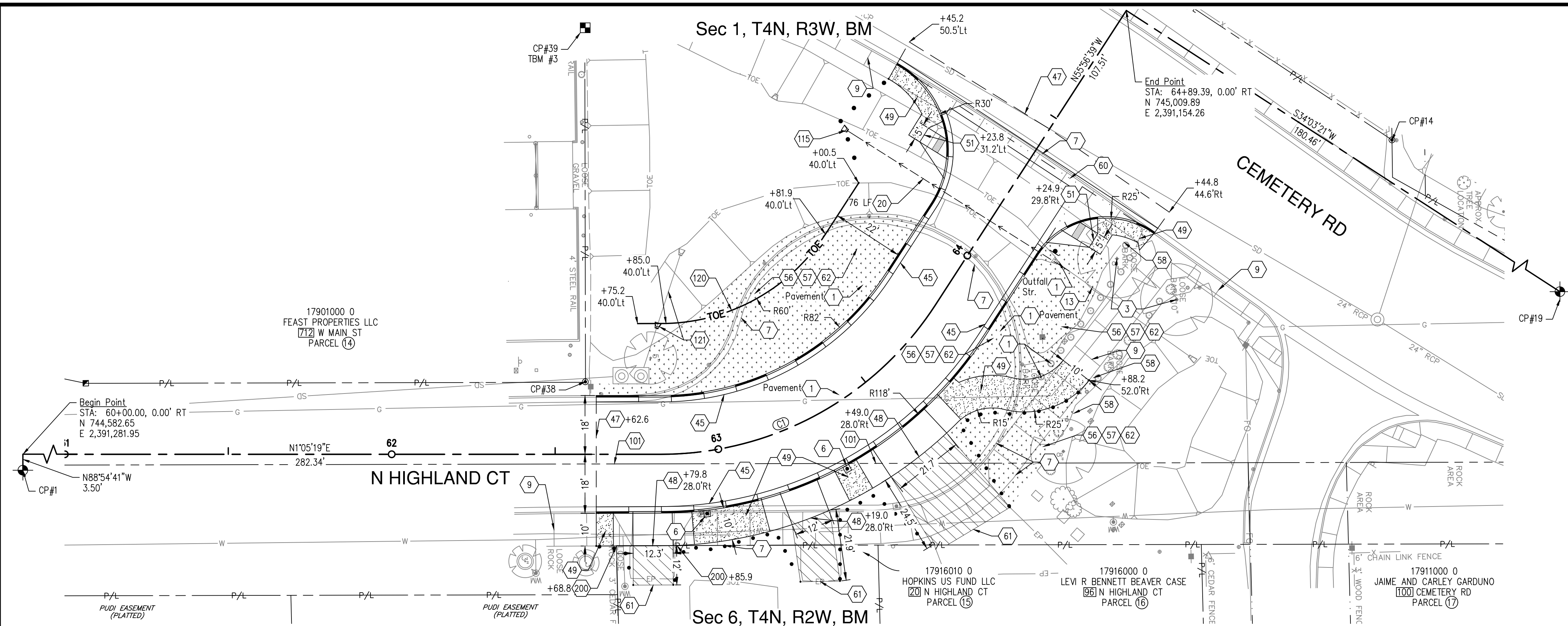
Revisions: _____

SIGNATURES

Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024 Survey By: Civil Survey Date: 07/2023

NOTES

- 1 Removal Of Obstructions, Item 201.4.1.C.1
- 3 Trim Tree, Item SSP 29090
- 6 Remove & Reset Mailbox, Item SSP 25080
- 7 Remove Curb, Gutter & Sidewalk As Required, Item 201.4.1.C.1
- 9 Retain And Protect Sidewalk And Existing Curb And Gutter
- 13 Retain And Protect Existing Storm Drain/Irrigation Pipe Or Structure
- 20 12" Storm Drain Pipe, M294 CPP, Item 601.4.1.A.17.12A
- 45 Standard 6" Vertical Curb And Gutter, Item 706.4.1.A.5
- 47 Saw Cut Existing Pavement, Incidental To Item 202.4.1.A.1
- 48 Concrete Driveway Approach, Item 706.4.1.F.1
- 49 Concrete Sidewalks, Thickness 5", Item 706.4.1.E.1.5
- 51 Pedestrian Ramp W/Detectable Warning Domes, Type SD-712A, A, Item 706.4.1.H.1.A.A
- 56 4" Topsoil, Item SSP 25050
- 57 Sod Repair, Item SSP 29064
- 58 Repair Landscaping, Item SSP 29067A
- 60 Concrete Valley Gutters, Item 706.4.1.B.3
- 61 Asphalt Repair - Asphalt Repair - Other, Item SSP 08125
- 62 Remove & Reset Sprinkler System, Item SSP 29101
- 101 Reference And Reset Monuments, Item 2020.4.1.F.1
- 115 Flared End Section, Item 601.4.1.A.17.12A
- 120 Regrade Bottom Of Pond As Shown At 3:1, Item 0202.4.1.A.1
- 121 Remove Existing Pipe And Relocate Existing Flared End Section To Bottom Of Proposed Toe, Incidental To Other Pipe Items
- 200 Contractor To Set Back Of Sidewalk At Parcel 15 Property Line (Sta. 62+68.8 To Sta. 62+85.9) Due To Limited Right Of Way Width.



CENTERLINE DATA

CURVE NO. (C)
 $\Delta = 57.03'$
 $T = 54.33'$
 $L = 99.54'$
 $R = 100.00'$
 $N = 744,919.261$
 $E = 2,391,288.345$

BENCHMARKS

■ TBM #3: 5/8" W/CAP LS16662 (CP#39)
 Sta. 35+49.10, Offset 261.00' Lt (SH-44)
 Northing: 744,844.513
 Easting: 2,391,133.283
 Elevation: 2,402.66

CONTROL POINTS

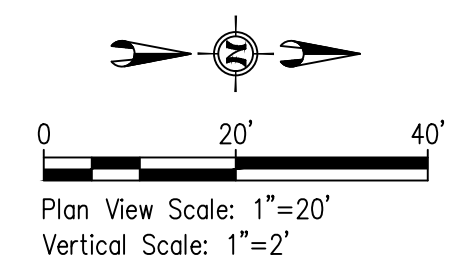
Refer to Monuments and Property Corners Table (Sheet 2) for Monument Information

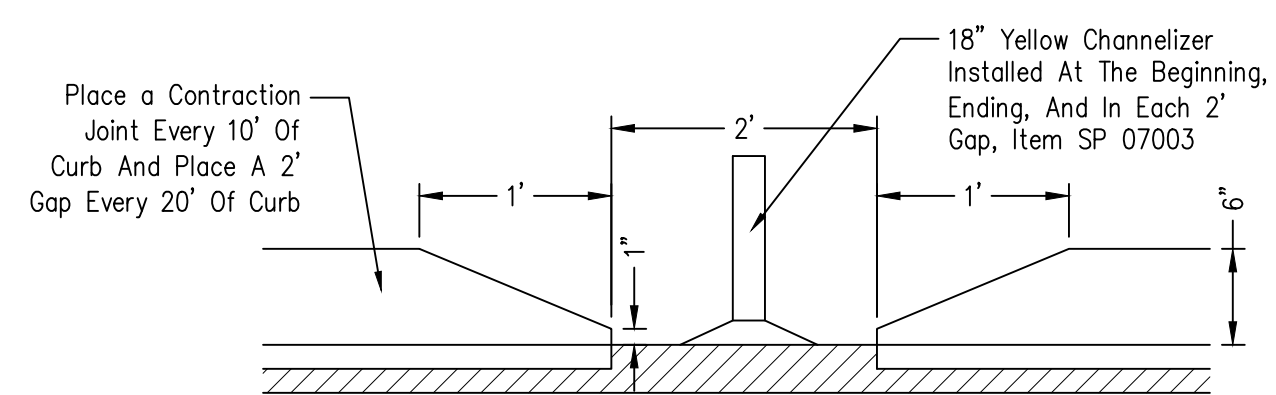
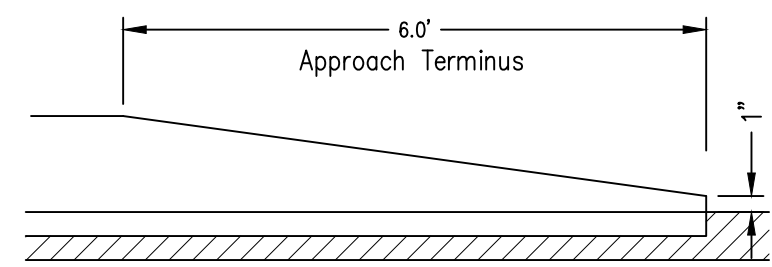
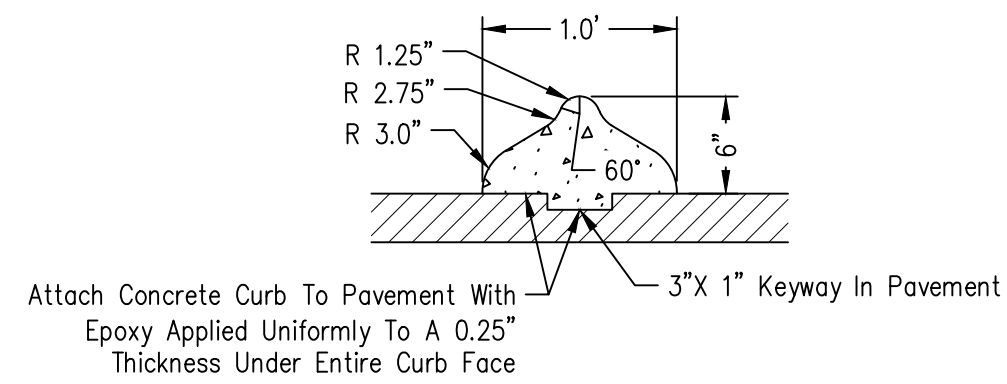
CP #1: AC S1-6-7-12 LS14221
 CP #14: 5/8" W/CAP LS797
 CP #19: 1/2" BC NWSC
 CP #38: 5/8" W/CAP LS16662
 CP #39: 5/8" W/CAP LS16662

Revisions: _____

• SIGNATURES •

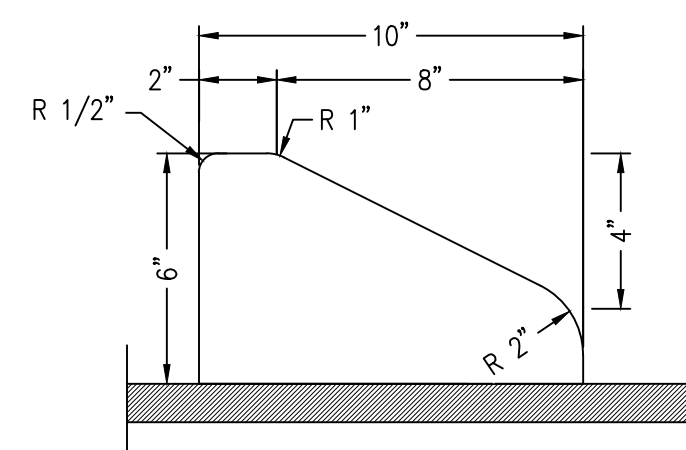
Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024 Survey By: Civil Survey Date: 07/2023





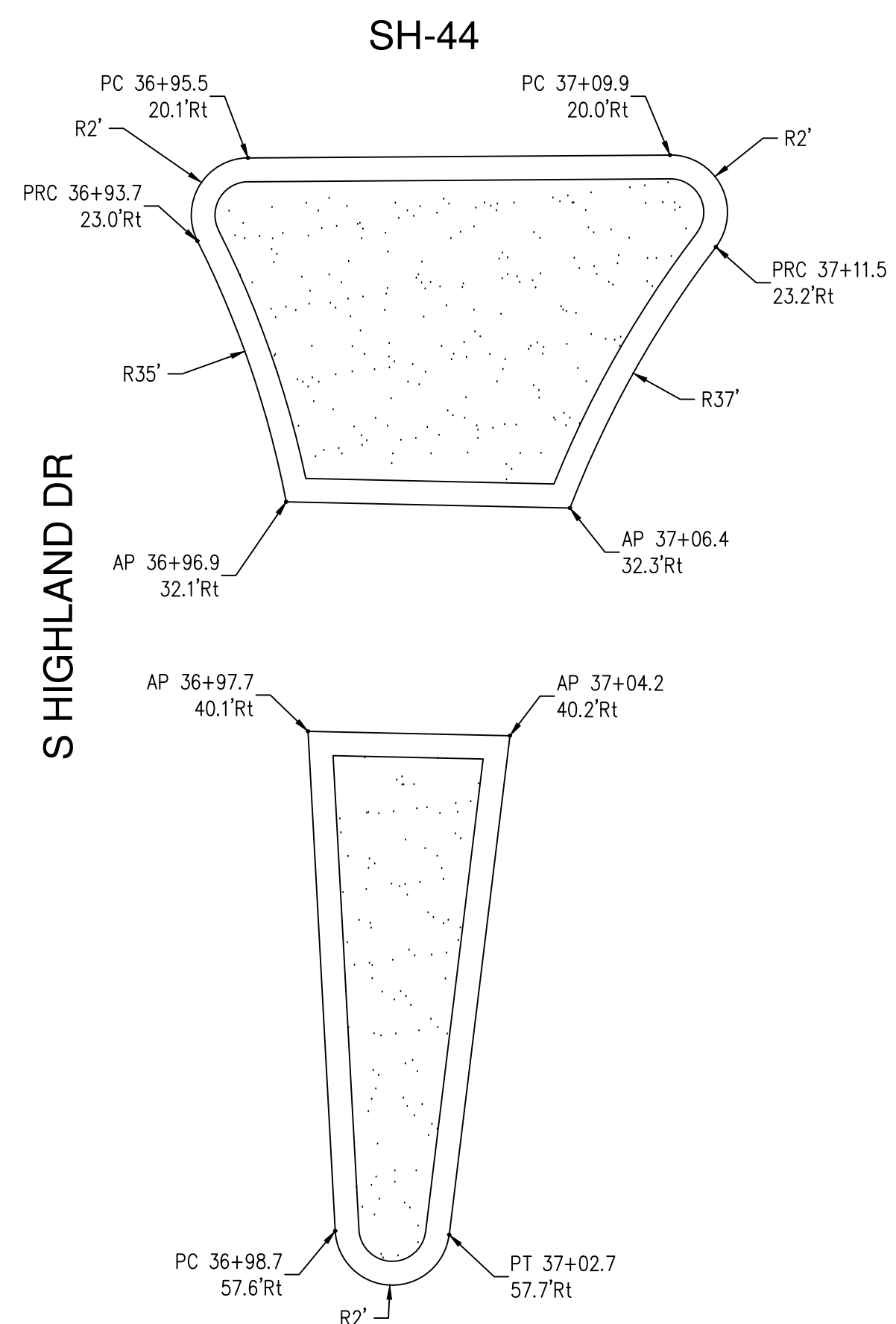
1 Traffic Separator Type 1, Item SP 07001

Scale: NTS

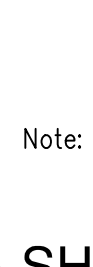


2 Extruded Curb Type 3, Item SP 07002

Scale: NTS



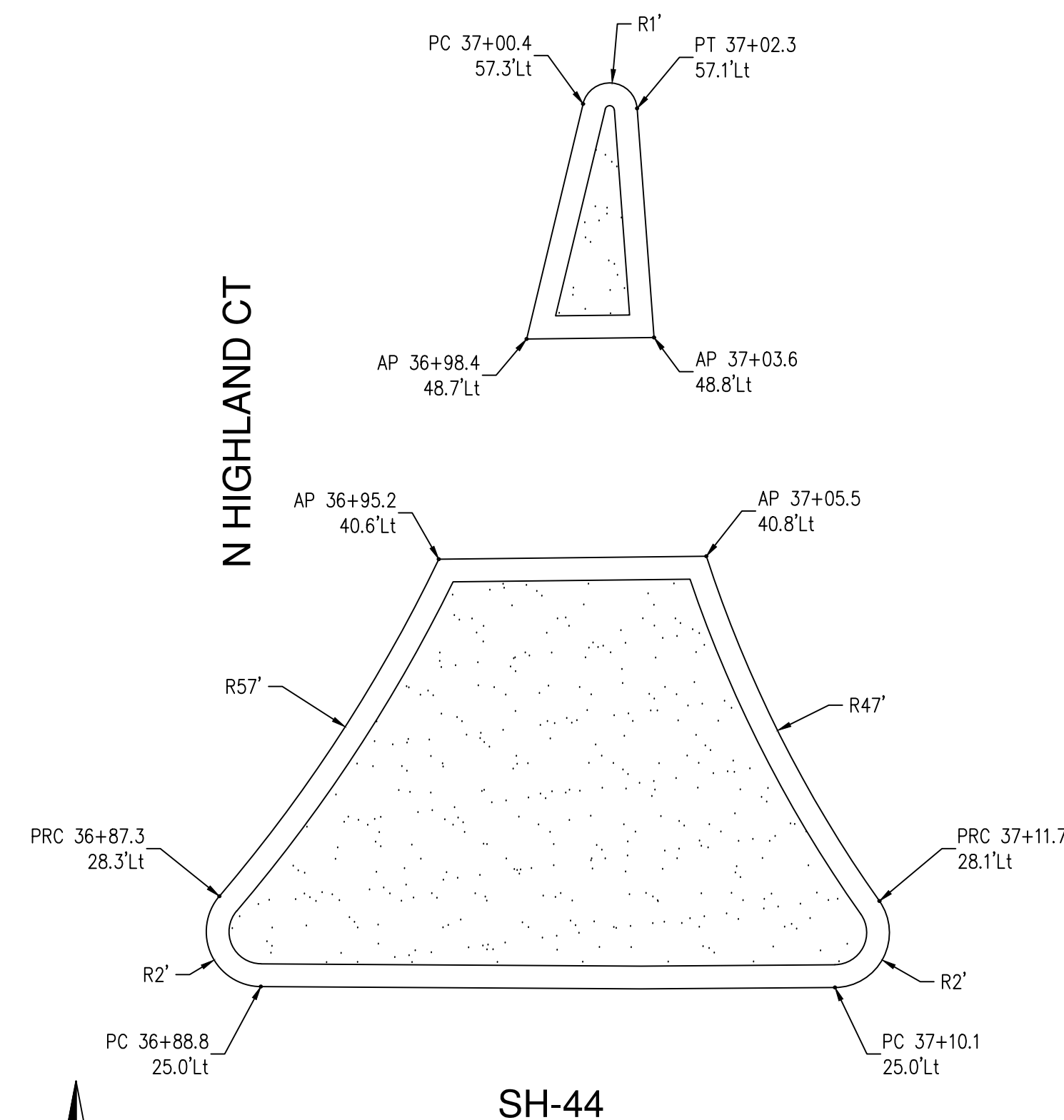
S HIGHLAND DR



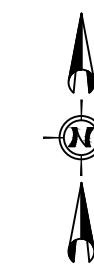
Note: Station/Offset labels are based off SH-44 alignment.

3 SH-44/S Highland Dr Splitter Island Detail

Scale: NTS



N HIGHLAND CT



Note: Station/Offset labels are based off SH-44 alignment.

4 SH-44/N Highland Ct Splitter Island Detail

Scale: NTS

Revisions:

• SIGNATURES •

• SHEET TITLE •

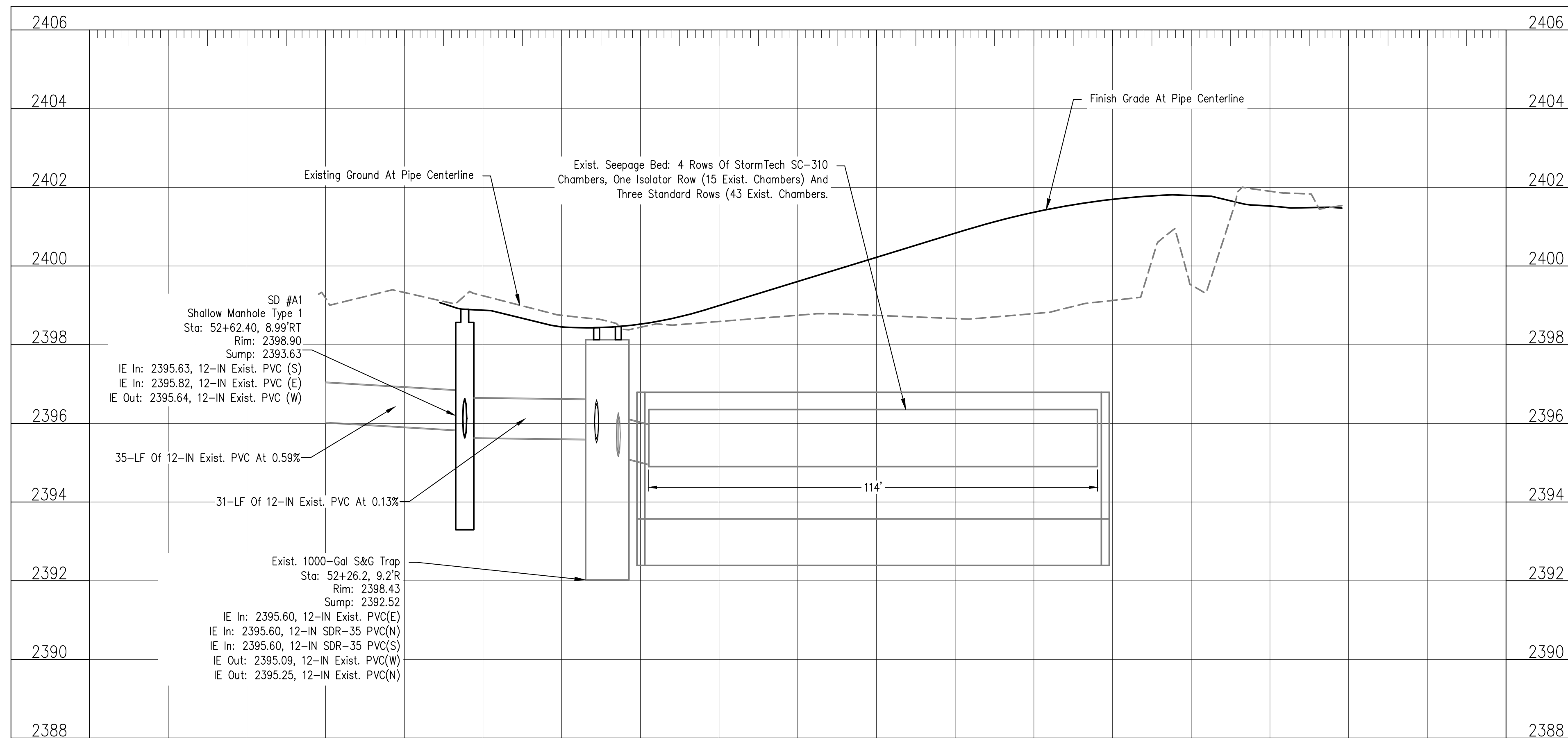
Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

Construction Details



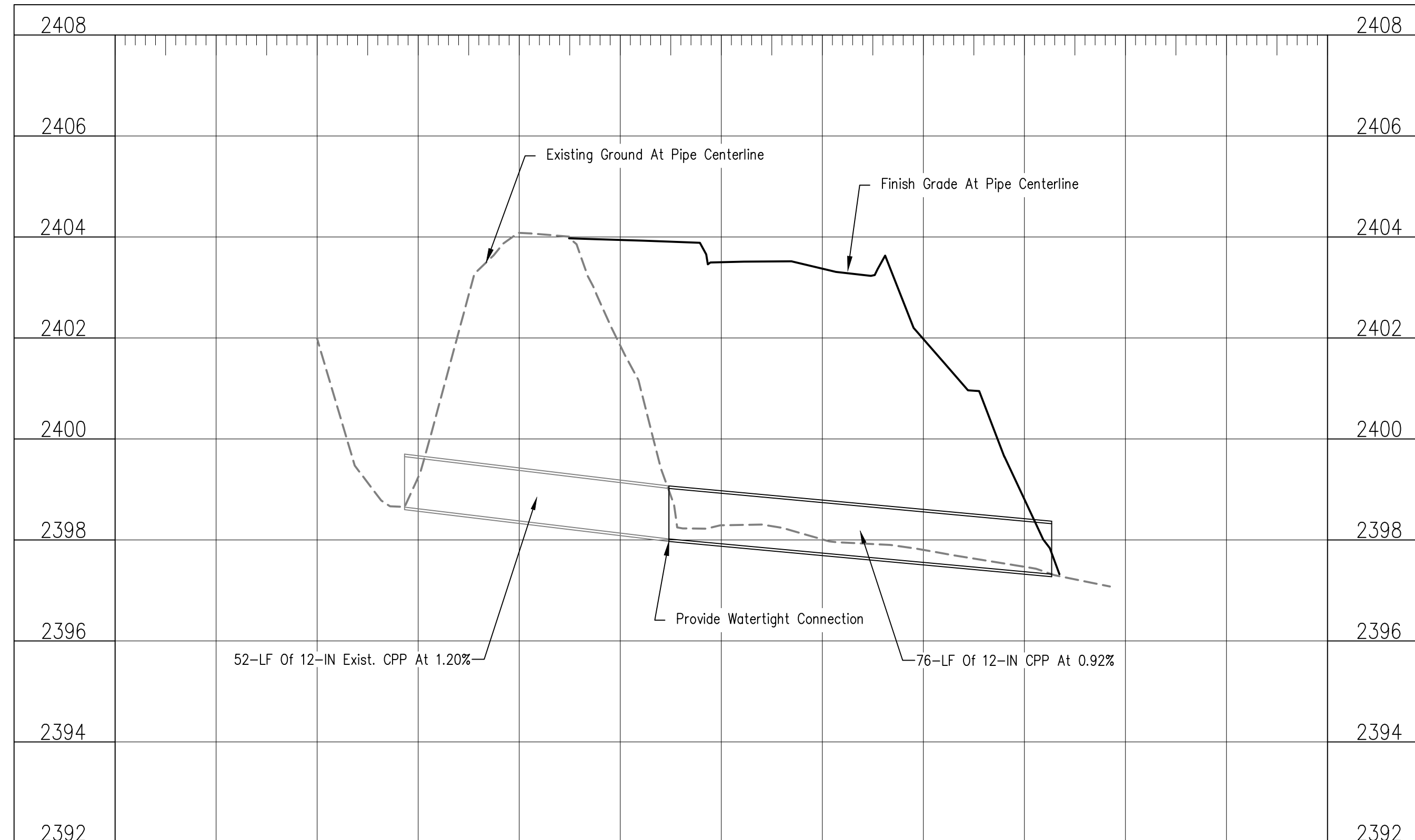
NOTES

1. Profiles Represent Centerline Of Pipe/Structure. All Stationing And Offsets Reference Centerline Of Roadway.
2. Station And Offset For All Storm Drain Structures Are At Center Of Structure.
3. Refer To Project Plan Sheets For Storm Drain Plan Views.
4. All Precast Structures Will Be Core Drilled On Site After Verifying Existing Pipe Invert Elevations. Core Drilling Will Be Considered Incidental To Other Irrigation Items.
5. A Flexible Manhole Boot Connector To Be Provided For All Pipe Connections To New Structures. Flexible Connectors Will Be Considered Incidental To Other Storm Drain Items.
6. All Saw Cutting Of Existing Pipes And Connections Will Be Considered Incidental To Other Storm Drain Items.
7. All Dissimilar Pipe Couplers Will Be Considered Incidental To Other Storm Drain Items.
8. Contractor To Verify Elevations, Inverts, And Locations Of All Existing Storm Drain Prior To Construction And Will Notify The Engineer Of Any Discrepancies.
9. Removal Of Existing Pipe Paid For Under Bid Item 0201.4.1.C.1



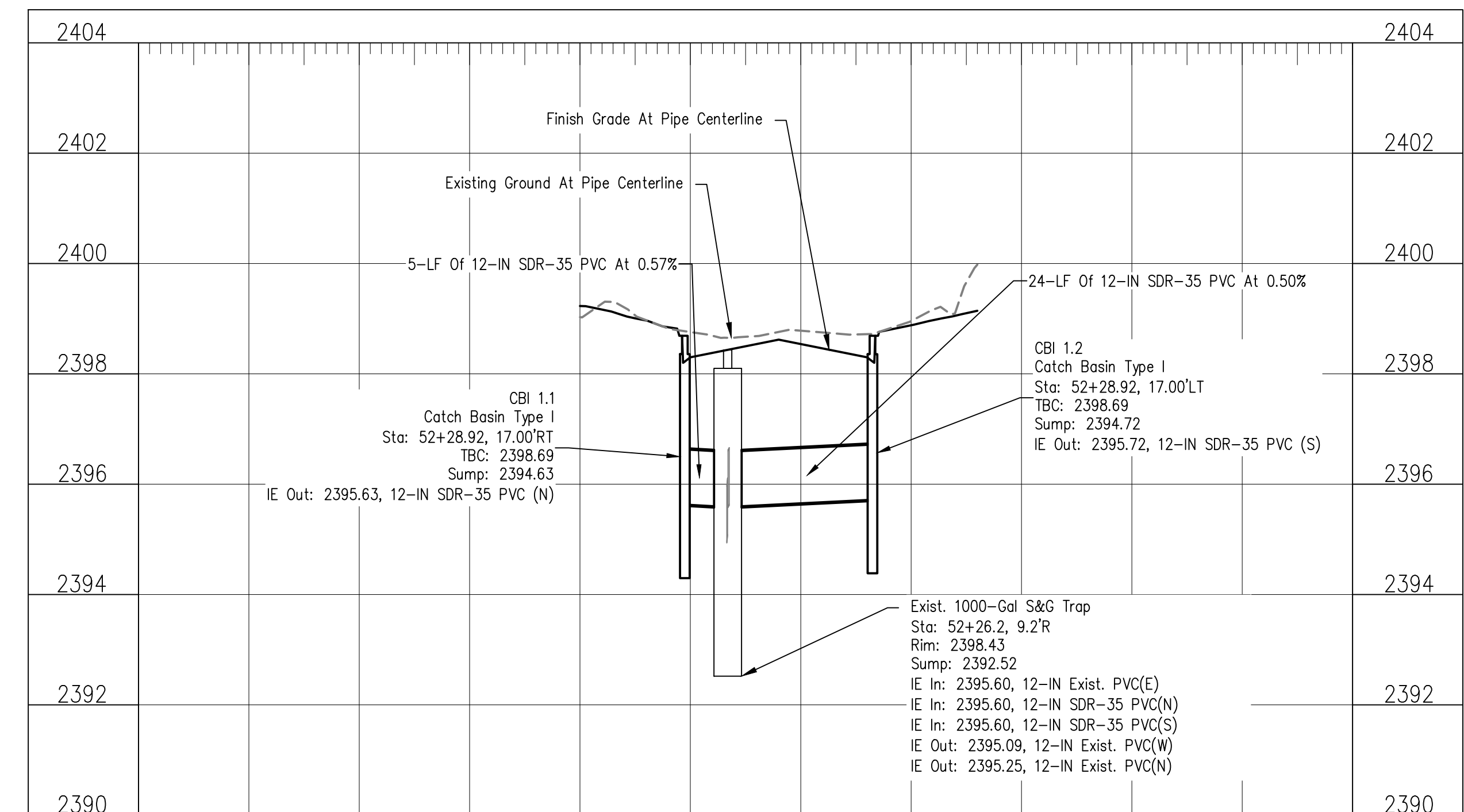
Idaho St Storm Drain Sta: 50+95 to Sta: 52+81

VERTICAL SCALE: 1" = 2'



Highland Ct Storm Drain Sta: 64+11 LT&RT

VERTICAL SCALE: 1" = 2'



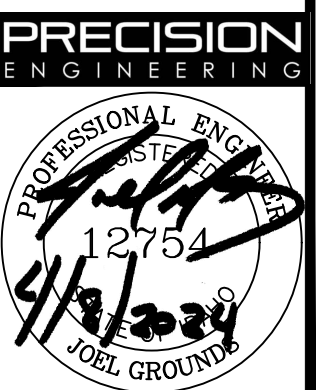
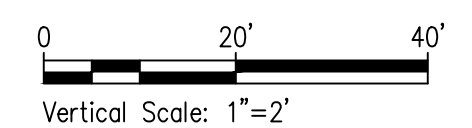
Idaho St Storm Drain Sta: 52+29 LT&RT

VERTICAL SCALE: 1" = 2'

Revisions:

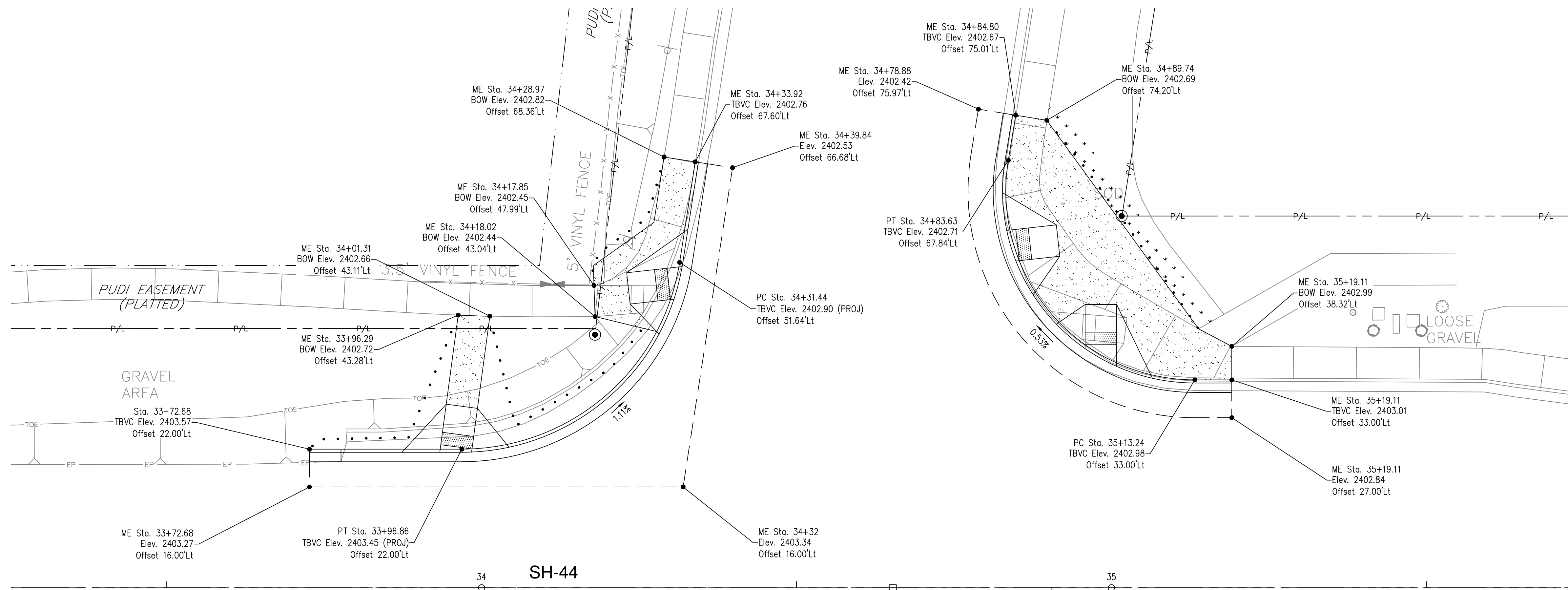
• SIGNATURES •

Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024 Survey By: Civil Survey Date: 07/2023

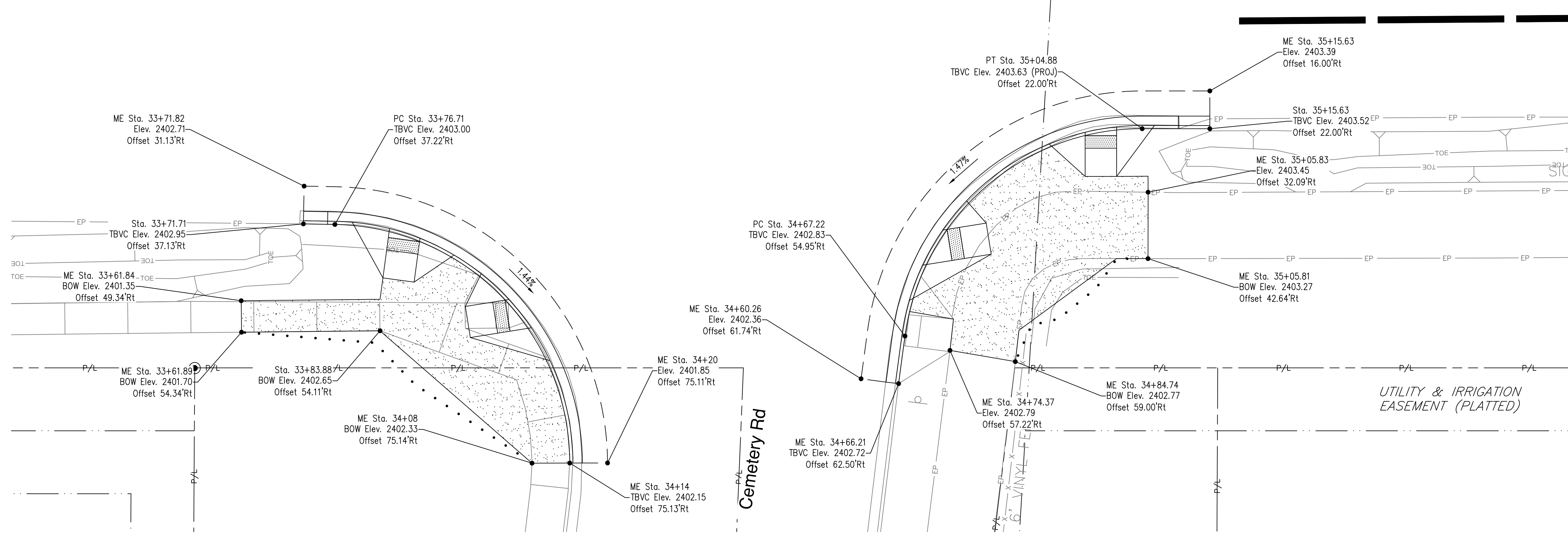


- Nomenclature For Spot Elevation Abbreviations:
 - EOP: Edge Of Pavement
 - PC: Point Of Curvature
 - PT: Point Of Tangency
 - PRC: Point Of Reversing Curvature
 - PCC: Point Of Compound Curvature
 - ME: Match Existing
 - AP: Angle Point
 - GB: Grade Break
 - LP: Low Point
 - FL: Flow Line
 - TBVC: Top Back Vertical Curb
 - BOW: Back Of Sidewalk
 - PROJ: Projected Elevation Of Curb

Sec 1, T4N, R3W, BM



SH-44



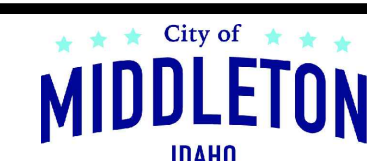
Sec 12, T4N, R3W, BM

Revisions:

• SIGNATURES •

Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

Intersection Grading Plan



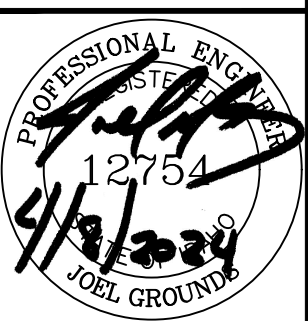
City of Middleton

1103 West Main Street, Middleton, Idaho, 83644.
middleton.id.gov

Project Number: 23005

Project Name: Cemetery Rd And SH-44 Intersection, Middleton

Sheet 8 Of 35



ITEM NO.	QUAN.	CEMETERY ROAD AND SH-44 TRAFFIC SIGNAL	ITEM NO.	QUAN.	CEMETERY ROAD AND SH-44 TRAFFIC SIGNAL
		ITEM 656-010A (SIGNAL HOUSING) MATERIALS FURNISHED AND INSTALLED BY CONTRACTOR			ITEM 656-030A (INTERSECTION SIGNAL STRUCTURE) MATERIALS FURNISHED AND INSTALLED BY CONTRACTOR
1	8 EACH	TRAFFIC SIGNAL HEAD, THREE-SECTION VERTICAL, 12", UV STABILIZED POLYCARBONATE, WITH 12" TUNNEL VISORS (MATTE BLACK), 5" BACKPLATE (MATTE BLACK, UV STABILIZED POLYCARBONATE, WITH 2" ASTM TYPE XI REFLECTIVE BORDER). TO BE MCCAIN TRAFFIC HOT3E.0221030005805 OR APPROVED EQUAL. (HEADS 21, 22, 41, 42, 61, 62, 81, 82).	1	1 EACH	COMBINATION TRAFFIC SIGNAL AND LUMINAIRE POLE, GALVANIZED STEEL, WITH POLE BASE COVER AND ANCHOR BOLTS, TO BE CLASS 2, WITH 45' SIGNAL MAST ARM AT 20' MOUNTING HEIGHT AND 15' LUMINAIRE MAST ARM WITH 2" SLIPFITTER AT 30' MOUNTING HEIGHT, TO BE POLE ASSEMBLY IDENTIFICATION NO. ID-2-45-L-3015. REFER TO ITD STANDARD DETAIL td-14a, INCLUDED IN DETAILS. TO BE AMERON, VALMONT INDUSTRIES OR APPROVED EQUAL. (POLE A).
2	4 EACH	TRAFFIC SIGNAL HEAD, FOUR-SECTION VERTICAL, 12", UV STABILIZED POLYCARBONATE, WITH 12" TUNNEL VISORS (MATTE BLACK), 5" BACKPLATE (MATTE BLACK, UV STABILIZED POLYCARBONATE, WITH 2" ASTM TYPE XI REFLECTIVE BORDER). TO BE MCCAIN TRAFFIC HOT4E.0221030005805 OR APPROVED EQUAL. (HEADS 11, 31, 51, 71).	2	1 EACH	COMBINATION TRAFFIC SIGNAL AND LUMINAIRE POLE, GALVANIZED STEEL, WITH POLE BASE COVER AND ANCHOR BOLTS, TO BE CLASS 1, WITH 30' SIGNAL MAST ARM AT 20' MOUNTING HEIGHT AND 15' LUMINAIRE MAST ARM WITH 2" SLIPFITTER AT 40' MOUNTING HEIGHT, TO BE POLE ASSEMBLY IDENTIFICATION NO. ID-1-30-L-4015. REFER TO ITD STANDARD DETAIL td-14a, INCLUDED IN DETAILS. TO BE AMERON, VALMONT INDUSTRIES OR APPROVED EQUAL. (POLE C).
3	4 EACH	TRAFFIC SIGNAL BRACKET, FOR MAST ARM MOUNTING OF THREE-SECTION HEADS. TO BE PELCO MODEL NO. AS-0125-3-96-PNC, SKY BRACKET MODEL NO. SS-SBC96-46 OR APPROVED EQUAL. (HEADS 21, 41, 61, 81).	3	1 EACH	COMBINATION TRAFFIC SIGNAL AND LUMINAIRE POLE, GALVANIZED STEEL, WITH POLE BASE COVER AND ANCHOR BOLTS, TO BE CLASS 2, WITH 40' SIGNAL MAST ARM AT 20' MOUNTING HEIGHT AND 15' LUMINAIRE MAST ARM WITH 2" SLIPFITTER AT 40' MOUNTING HEIGHT, TO BE POLE ASSEMBLY IDENTIFICATION NO. ID-2-40-L-4015. REFER TO ITD STANDARD DETAIL td-14a, INCLUDED IN DETAILS. TO BE AMERON, VALMONT INDUSTRIES OR APPROVED EQUAL. (POLE E).
4	4 EACH	TRAFFIC SIGNAL BRACKET, FOR MAST ARM MOUNTING OF FOUR-SECTION HEADS. TO BE PELCO MODEL NO. AS-0125-4-96-PNC, SKY BRACKET MODEL NO. SS-SBC96-60 OR APPROVED EQUAL. (HEADS 11, 31, 51, 71).	4	1 EACH	COMBINATION TRAFFIC SIGNAL AND LUMINAIRE POLE, GALVANIZED STEEL, WITH POLE BASE COVER AND ANCHOR BOLTS, TO BE CLASS 1, WITH 35' SIGNAL MAST ARM AT 20' MOUNTING HEIGHT AND 15' LUMINAIRE MAST ARM WITH 2" SLIPFITTER AT 40' MOUNTING HEIGHT, TO BE POLE ASSEMBLY IDENTIFICATION NO. ID-1-35-L-4015. REFER TO ITD STANDARD DETAIL td-14a, INCLUDED IN DETAILS. TO BE AMERON, VALMONT INDUSTRIES OR APPROVED EQUAL. (POLE G).
5	4 EACH	TRAFFIC SIGNAL BRACKET, FOR SIDE OF POLE TERMINAL COMPARTMENT MOUNTING OF THREE-SECTION HEADS. TO BE ECONOLITE, WESTERN SYSTEMS OR APPROVED EQUAL. (HEADS 22, 42, 62, 82).	5	4 EACH	FOUNDATION, REINFORCED CONCRETE, TYPE D FOR SIGNAL POLE. REFER TO ITD STANDARD DRAWING 656-3 FOR DETAILS. (POLES A, C, E AND G).
		ITEM 656-015A (INTERSECTION PREEMPTION DETECTION SYSTEM) MATERIALS FURNISHED AND INSTALLED BY CONTRACTOR			ITEM 656-035A (INTERSECTION PEDESTRIAN SYSTEM) MATERIALS FURNISHED AND INSTALLED BY CONTRACTOR
1	1 EACH	GTT OPTICOM PREEMPTION DETECTION SYSTEM, TO INCLUDE ONE MODEL NO. 764 FOUR-DIRECTION MULTIMODE PHASE SELECTOR, TWO MODEL NO. 722 BI-DIRECTIONAL INFRARED (IR) PREEMPT DETECTORS WITH MODEL NO. 575 CONFIRMATION LIGHT KITS OR APPROVED EQUAL.	1	8 EACH	LED PEDESTRIAN SIGNAL MODULE, 16", WITH LUNAR WHITE MAN, PORTLAND ORANGE HAND AND PORTLAND ORANGE COUNTDOWN INDICATIONS, AND WITH MAINTENANCE-FREE HOUSING WITH SIGNAL GREEN EXTERIOR AND BLACK EGG CRATE VISOR. TO BE GE MODEL NO. PS7-CFF1-VLA, LEOTEK MODEL NO. TSL-PED-16-CIL-P1 OR APPROVED EQUAL. (HEADS 21P, 22P, 41P, 42P, 61P, 62P, 81P, 82P).
2	VARIOUS	MISCELLANEOUS ITEMS, TO INCLUDE PELCO MAST ARM MOUNTING BRACKET WITH MODEL NO. AB-3009 CLAMP KIT AND MODEL NO. AB-2003 TUBE KIT, OR APPROVED EQUAL; 3C FOR IR OPTICOM (GTT MODEL NO. 138) PER MANUFACTURER'S SPECIFICATIONS; AND ALL OTHER NECESSARY HARDWARE AND SOFTWARE FOR A COMPLETE INSTALLATION TO SERVICE INTERSECTION APPROACHES AS SHOWN ON THE PLANS.	2	4 EACH	PEDESTRIAN SIGNAL BRACKET, FOR TOP OF POST TERMINAL COMPARTMENT MOUNTING OF ONE PEDESTRIAN SIGNAL HEAD. TO BE ECONOLITE, WESTERN SYSTEMS OR APPROVED EQUAL. (HEADS 21P, 41P, 61P, 81P).
		ITEM 656-020B (INTERSECTION DETECTION SYSTEM - RADAR) MATERIALS FURNISHED AND INSTALLED BY CONTRACTOR			ITEM 656-040A (SIGNAL CABINET) MATERIALS FURNISHED AND INSTALLED BY CONTRACTOR
1	1 EACH	COMBINATION STOP BAR+ADVANCED RADAR DETECTION SYSTEM, TO BE FURNISHED WITH TWO (2) ECONOLITE EVO RADAR DETECTION SENSORS AND ONE (1) ECONOLITE EVO RADAR HUB.	3	4 EACH	PEDESTRIAN SIGNAL BRACKET, FOR SIDE OF POST TERMINAL COMPARTMENT MOUNTING OF ONE PEDESTRIAN SIGNAL HEAD. TO BE ECONOLITE, WESTERN SYSTEMS OR APPROVED EQUAL. (HEADS 22P, 42P, 62P, 82P).
2	VARIOUS	MISCELLANEOUS ITEMS, TO INCLUDE ALL REQUIRED CABINET INTERFACE DEVICES, ECONOLITE 14-2 GROUNDED CABLE WITH CONNECTOR PER MANUFACTURER'S SPECIFICATIONS, ECONOLITE EVO SENSOR MOUNTS, ECONOLITE EVO RADAR J-BOXES AND ALL NECESSARY HARDWARE AND SOFTWARE FOR A COMPLETE INSTALLATION TO SERVICE INTERSECTION APPROACHES AS SHOWN ON THE PLANS.	4	8 EACH	PEDESTRIAN PUSHBUTTON ASSEMBLY, TO INCLUDE PUSHBUTTON, MOUNTING ASSEMBLY AND SIGN. TO BE ITD'S APPROVED CAMPBELL COMPANY PEDESTRIAN PUSH BUTTON COMPONENTS, POLARA ENGINEERING BULLDOG SERIES WITH LATCHING LED BDLL2-X WITH LATCHING INTERFACE CARD, OR APPROVED EQUAL.
		ITEM 656-025C (ELECTRICAL SERVICE PEDESTAL TYPE 3) MATERIALS FURNISHED AND INSTALLED BY CONTRACTOR			ITEM 656-045A (SIGNAL CONTROLLER) MATERIALS FURNISHED AND INSTALLED BY CONTRACTOR
1	1 EACH	ELECTRICAL SERVICE PEDESTAL, TYPE 3, UNDERGROUND 200 AMP, DUAL METERED, 120/240 SINGLE PHASE (TRAFFIC SIGNAL AND LIGHTING SERVICE) WITH 12 FULL 1-INCH POLES, INCLUDING MAINS, BREAKERS, CONTACTORS AND ANCHOR BOLTS. TO BE MYERS POWER PRODUCTS MODEL NO. MEUG24-M110/M100- ITD (MOD) TYPE 3, MILBANK MODEL NO. CP3B2212HBWD04, OR APPROVED EQUAL.	1	1 EACH	SIGNAL CABINET, TO BE TS2 TYPE 1, NEMA "P" STRETCH, ALUMINUM TRAFFIC CONTROL CABINET, WITH ALL RELATED EQUIPMENT, RELAYS, MMU, 16 LOAD SWITCHES, DETECTOR RACK FULLY CONFIGURED FOR RADAR DETECTION FOR STOP BAR AND ADVANCE DETECTION, AND GENERATOR PLUG WITH AUTOMATIC TRANSFER SWITCH. SIGNAL CABINET SHALL MEET ITD'S CURRENT QPL. MMU TO BE EBERLE DESIGN MLIDEL NO. MMU2-16LEIP, ECONOLITE MODEL MMU2-16LEIP OR APPROVED EQUAL.
2	1 EACH	PHOTOELECTRIC CONTROL, 240 VOLT, TO BE MOUNTED ON RECEPTACLE PROVIDED IN ELECTRICAL SERVICE PEDESTAL. TO BE INTERMATIC MODEL NO. K1222, GE MODEL NO. PECOTL, FISHER-PIERCE MODEL NO. FP7790B-ESS OR APPROVED EQUAL.	2	1 EACH	FOUNDATION, REINFORCED CONCRETE, TYPE P FOR COMBINATION SIGNAL CABINET AND SERVICE PEDESTAL WITH CONCRETE PAD. REFER TO ITD STANDARD DRAWING 656-5 FOR DETAILS.
			1	1 EACH	CONTROLLER, TO BE ECONOLILITE MODEL COBALT ATC, TO BE COMPATIBLE WITH ECONOLITE CENTRAC LE SOFTWARE AND HAVE 7" TFT LCD TOUCH SCREEN WITH WI-FI DONGLE TO ALLOW REMOTE TABLET CONNECTION OR APPROVED EQUAL.

Revisions:

• S I G N A T U R E S •

Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

• S H E E T T I T L E •

Traffic Signal Materials List



ITEM NO.	QUAN.	CEMETERY ROAD AND SH-44 TRAFFIC SIGNAL	ITEM NO.	QUAN.	CEMETERY ROAD AND SH-44 TRAFFIC SIGNAL																				
ITEM 656-050A (PEDESTRIAN & TRAFFIC CONTROL SIGNAL HEAD FRANGIBLE POLES) MATERIALS FURNISHED AND INSTALLED BY CONTRACTOR																									
1	4 EACH	<u>PEDESTRIAN SIGNAL POLE</u> , GALVANIZED STEEL, 8' HEIGHT, 4-INCH RIGID STEEL CONDUIT, THREADED TO MATCH SQUARE ALUMINUM THREADED CAST BASE. TO BE FURNISHED WITH BREAKAWAY COUPLERS AND ANCHOR INSERT PER ITD STANDARD DRAWINGS 619-1 AND 656-2. (POLES B, D, F AND H).																							
2	4 EACH	<u>POLE BASE</u> , SQUARE CAST ALUMINUM FOR PEDESTRIAN SIGNAL POLE. TO BE PELCO PB-5334-PNC OR APPROVED EQUAL. TO BE FURNISHED WITH POLE BASE COLLAR ASSEMBLY TO BE PELCO PD-5325-PNC OR APPROVED EQUAL. (POLES B, D, F AND H).																							
3	4 EACH	<u>FOUNDATION</u> , REINFORCED CONCRETE, TYPE A FOR PEDESTRIAN SIGNAL POLE. REFER TO ITD STANDARD DRAWING 656-3 FOR DETAILS. (POLES B, D, F AND H).																							
ITEM 656-070A (ADDITIONAL ELECTRICAL ITEMS) MATERIALS FURNISHED AND INSTALLED BY CONTRACTOR																									
1	9 EACH	<u>JUNCTION BOX</u> , PRECAST CONCRETE, SIZE C, WITH 3/8" THICK STEEL DIAMOND PLATE LID AND STAINLESS STEEL BOLT. TO BE IDAHO PRECAST MODEL NO. S-40T/ADA, OLDCASTLE MODEL NO. S-40T/ADA OR APPROVED EQUAL.																							
2	3 EACH	<u>JUNCTION BOX</u> , PRECAST CONCRETE, SIZE S-45T/ADA, WITH 3/8" THICK STEEL DIAMOND PLATE LID AND STAINLESS STEEL BOLT. TO BE IDAHO PRECAST MODEL NO. S-45T/ADA, OLDCASTLE MODEL NO. S-45T/ADA OR APPROVED EQUAL.																							
3	20 EACH	<u>SINGLE POLE BREAKAWAY CONNECTOR KITS</u> , NON-FUSED, TO BE BUSSMAN MFG. NO. HET-AW-RLC-A, LITTELFUSE NO. LET-JJ-S OR APPROVED EQUAL.																							
4	VARIOUS	<u>MISCELLANEOUS ITEMS</u> , TO INCLUDE: RIGID STEEL CONDUIT; PLASTIC CONDUIT; WATERTIGHT STEEL CONDUIT ELBOWS; #6 AWG THWN STRANDED COPPER WIRE (600V); #8 AWG THWN STRANDED COPPER WIRE (600V); #12 AWG THWN (GREEN) STRANDED COPPER WIRE (600V); #14 AWG 4C SIGNAL CABLE (IMSA 19-1-1984); #14 AWG 5C SIGNAL CABLE (IMSA 19-1-1984); SPLICE KITS; AND VARIOUS OTHER ITEMS, HARDWARE AND FITTINGS NECESSARY FOR A COMPLETE INSTALLATION.																							
ITEM 616-090A (SPECIAL INSTALL SIGN) MATERIALS FURNISHED AND INSTALLED BY CONTRACTOR																									
1	6 EACH	<u>STREET NAME AND REGULATORY SIGNS</u> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>SIGN NO.</th> <th>SIZE</th> <th>SIGN TYPE</th> <th>AREA (SF)</th> <th>QUANTITY</th> </tr> </thead> <tbody> <tr> <td>D3-1 (CEMETERY RD)</td> <td>90"x24"</td> <td>B</td> <td>15</td> <td>2</td> </tr> <tr> <td>D3-1 (SH-44)</td> <td>66"x24"</td> <td>B</td> <td>11</td> <td>2</td> </tr> <tr> <td>R3-5R</td> <td>30"x36"</td> <td>B</td> <td>7.5</td> <td>2</td> </tr> </tbody> </table>	SIGN NO.	SIZE	SIGN TYPE	AREA (SF)	QUANTITY	D3-1 (CEMETERY RD)	90"x24"	B	15	2	D3-1 (SH-44)	66"x24"	B	11	2	R3-5R	30"x36"	B	7.5	2			
SIGN NO.	SIZE	SIGN TYPE	AREA (SF)	QUANTITY																					
D3-1 (CEMETERY RD)	90"x24"	B	15	2																					
D3-1 (SH-44)	66"x24"	B	11	2																					
R3-5R	30"x36"	B	7.5	2																					
2	2 EACH	<u>STREET NAME SIGN MOUNTING</u> , FOR 90"x24" SIGN. TO BE PELCO MODEL NO. AS-0144-84-96-PNC, SKY BRACKET MODEL NO. SS-SBC90-SBK-90TK-14 OR APPROVED EQUAL.																							
3	2 EACH	<u>STREET NAME SIGN MOUNTING</u> , FOR 66"x24" SIGN. TO BE PELCO MODEL NO. AS-0144-48-96-PNC, SKY BRACKET MODEL NO. SS-SBC90-SBK-66TK-14 OR APPROVED EQUAL.																							
4	2 EACH	<u>REGULATORY SIGN MOUNTING</u> , TO BE PELCO MODEL NO. AS-0144-30-96-PNC, SKY BRACKET MODEL NO. SS-SBC90-SBK-24TK-23.5 OR APPROVED EQUAL.																							
ITEM 619-010A (ILLUMINATION TYPE 2) MATERIALS FURNISHED AND INSTALLED BY CONTRACTOR																									
1	4 EACH	<u>LED LUMINAIRE</u> , 120-227V, 140 WATT MAXIMUM, 4,000K CCT, FULL CUT-OFF, TYPE III DISTRIBUTION. TO BE AMERICAN ELECTRIC LIGHTING MODEL NO. ATBO-P304-MVOLT-R3-P7-SH-10X, EATON COOPER MODEL NO. NVN-SA3B-740-U-T3R-10K-PR7-0A/RA1013-10X OR APPROVED EQUAL. (POLES A, C, E AND G).																							
2	8 EACH	<u>FUSE</u> , 8 AMP CARTRIDGE TYPE, TO BE BUSSMAN MFG. NO. KTK-8, LITTELFUSE NO. KLK-8, FERRAZ-SHAMUT NO. ATM-8 OR APPROVED EQUAL.																							
3	2 EACH	<u>SPLICE BOX COMPLETE</u> , FOR UP TO 4 WIRES. TO BE SEC CONNECTOR COMPANY MODEL NO. SEC 0791-0 OR APPROVED EQUAL.																							

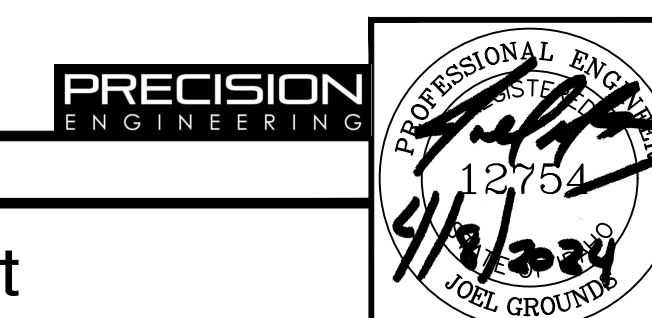
Revisions:

• S I G N A T U R E S •

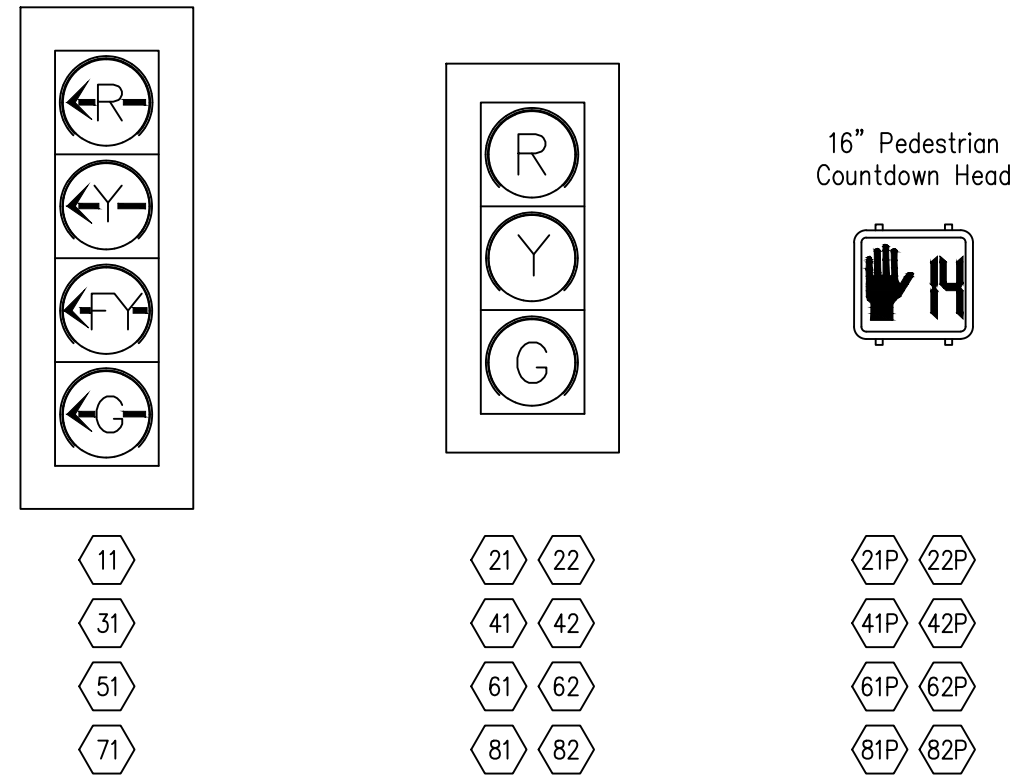
Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

• S H E E T T I T L E •

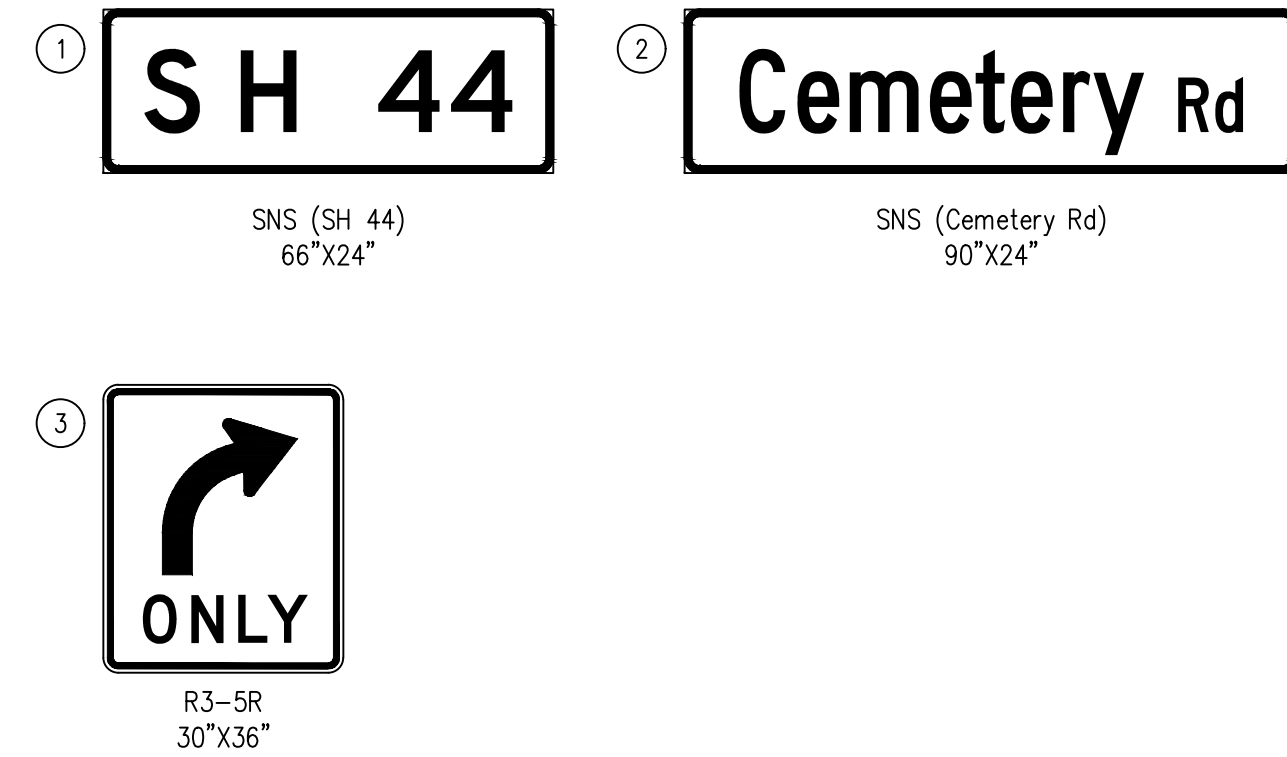
Traffic Signal Materials List



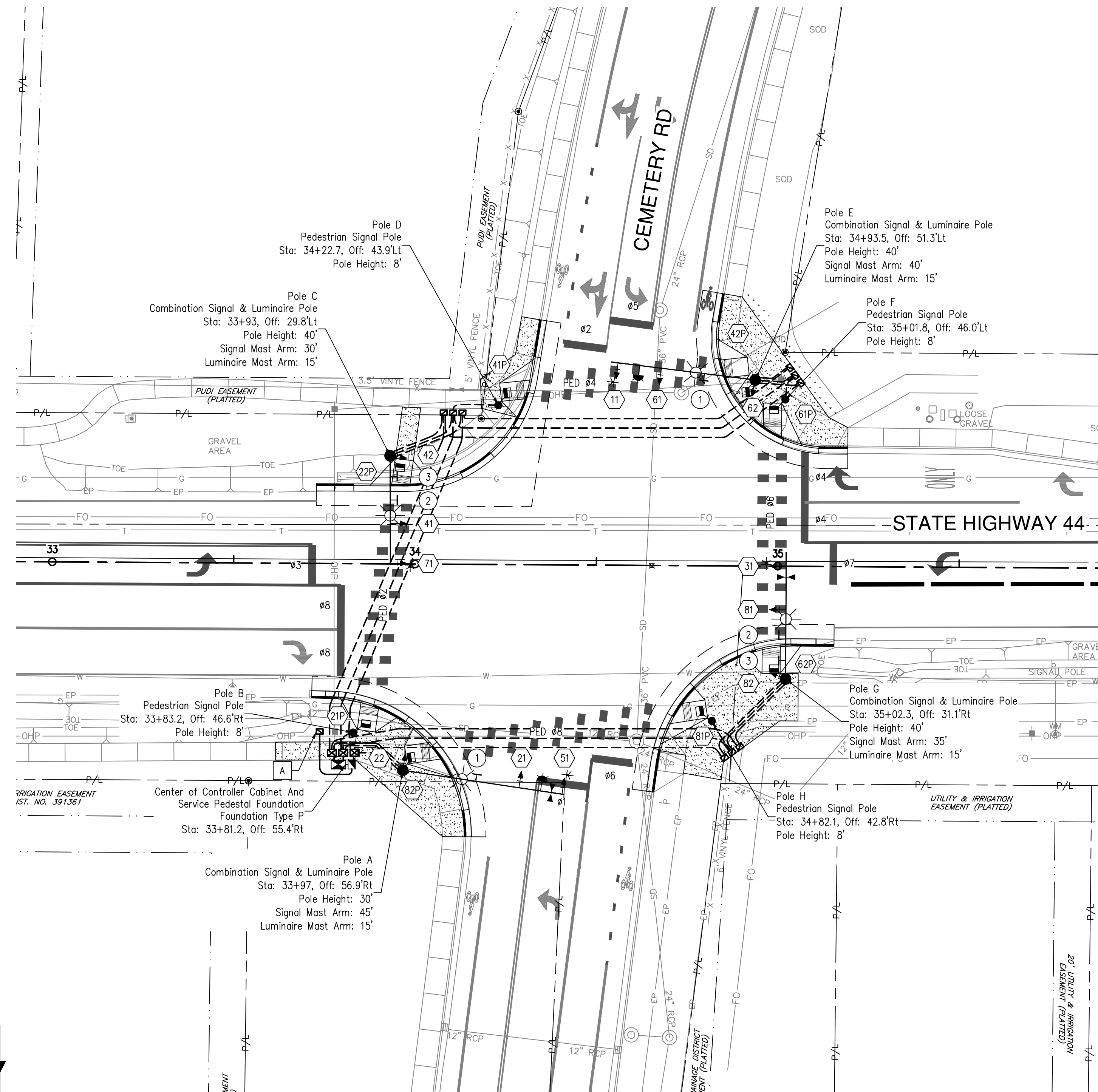
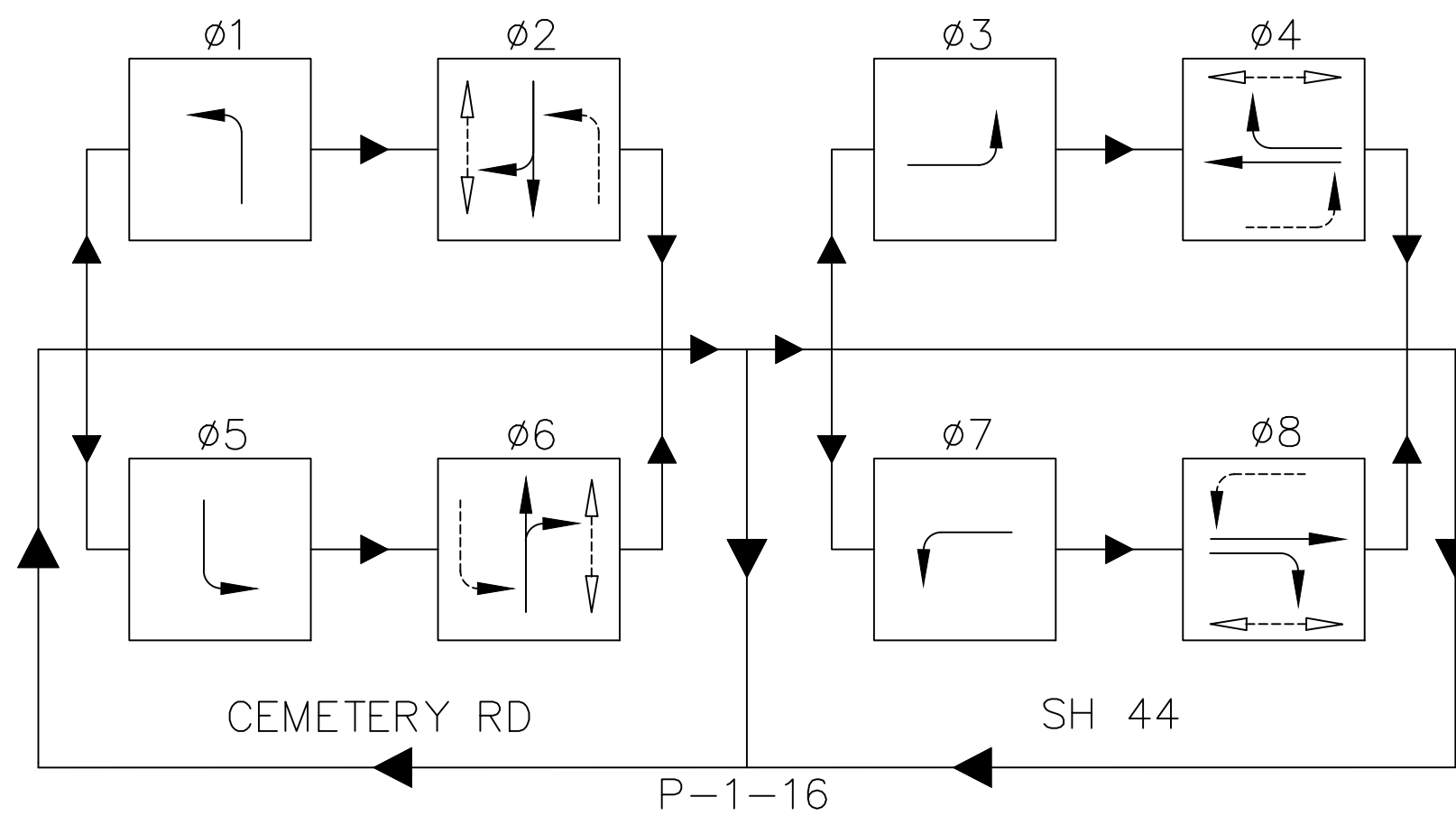
SIGNAL HEAD SCHEDULE



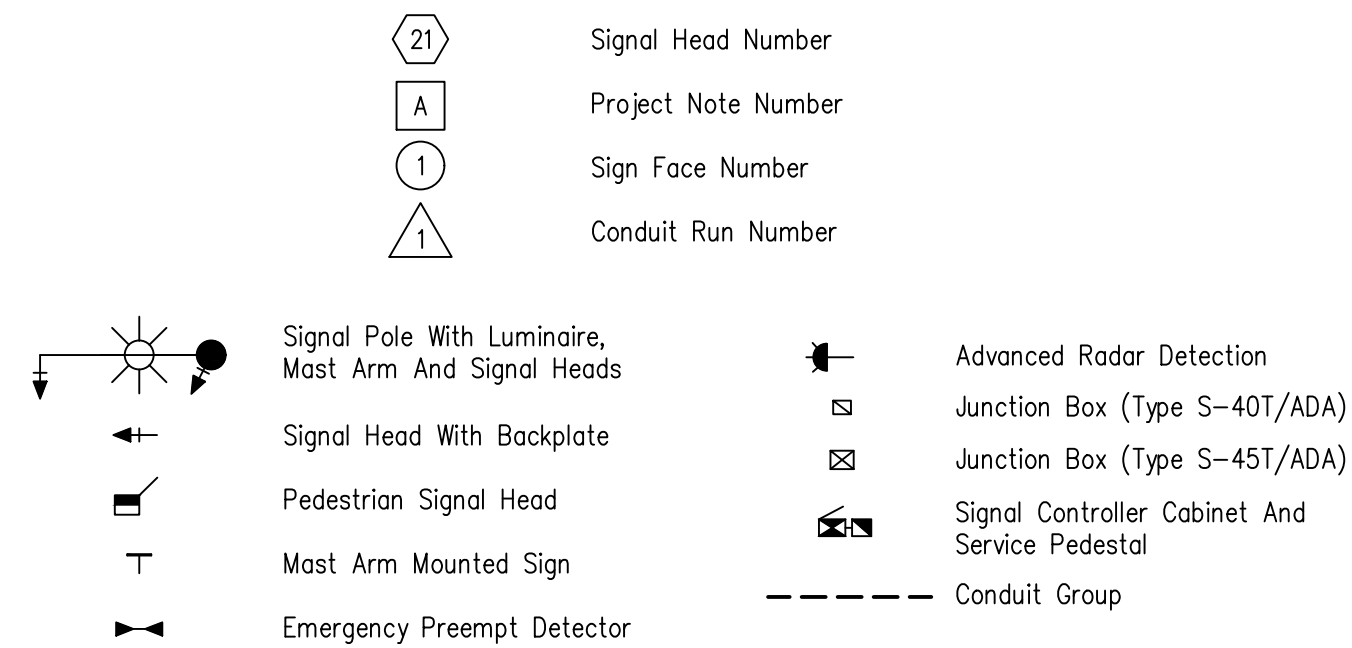
MASTARM SIGN SCHEDULE



PHASE DIAGRAM

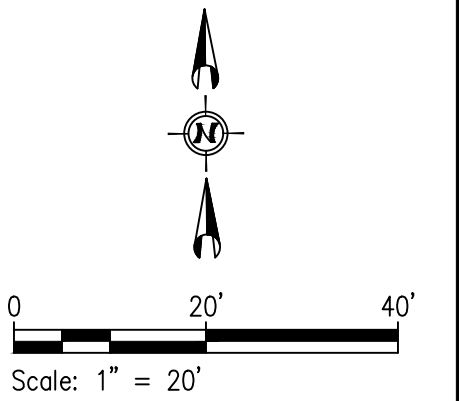


TRAFFIC SIGNAL LEGEND



NOTES

- The Contractor Shall Verify And Check All Dimensions And Details Shown On The Drawings Prior To The Start Of Construction. Any Discrepancies Shall Be Immediately Brought To The Attention Of The Engineer For Clarification.
 - The Locations Of The Traffic Signal Cabinet, Service Pedestal And Signal Poles Foundations Shall Be Field Verified By Engineer Prior To Installation. ITD And City Forces Must Be Notified At Least Two Working Days Prior To Installation.
 - Locations Of Existing Underground Structures And Utilities Such As Pipelines Conduits, Cables, Etc. Shown On The Traffic Signal Plans Are Approximate Only. It Is Not The Intent Of These Plans To Show The Exact Location Of All Underground Utilities And Structures. It Is The Responsibility Of The Contractor To Verify The Locations Of All Existing Utilities With The Respective Owners. Existing Utilities Damaged By The Contractor Shall Be Repaired At The Contractors Expense.
 - All Traffic Control Devices Shall Conform To The Latest Edition Of The Manual Of Uniform Traffic Control Devices (MUTCD).
 - Information Shown On This Sheet Is Accurate Only For Traffic Signal Improvements.
 - Elevation Of Top Of Pole Foundation Shall Be Flush With The Sidewalk Elevation, Refer To ITD Standard Drawing 656-3.
 - Trenching Across SH-44 And Cemetery Rd Is Prohibited. Conduit Crossing SH-44 And Cemetery Rd Shall Be Directionally Bored, Incidental To Item 656-070A.
- A** Install Junction Box With Nearest Edge 2' From Power Supply. Contractor To Coordinate With Idaho Power To Provide The Service Connection To The Service Pedestal. Contact Ethan Morgan At 208-388-6510. Provide 10 Working Days Notice, Incidental To Traffic Signal Related Items.



Revisions:

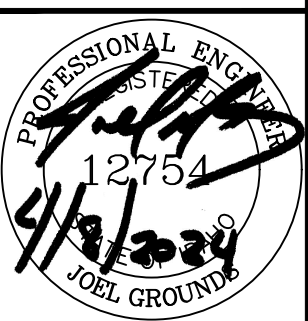
• SIGNATURES •

• SHEET TITLE •

Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

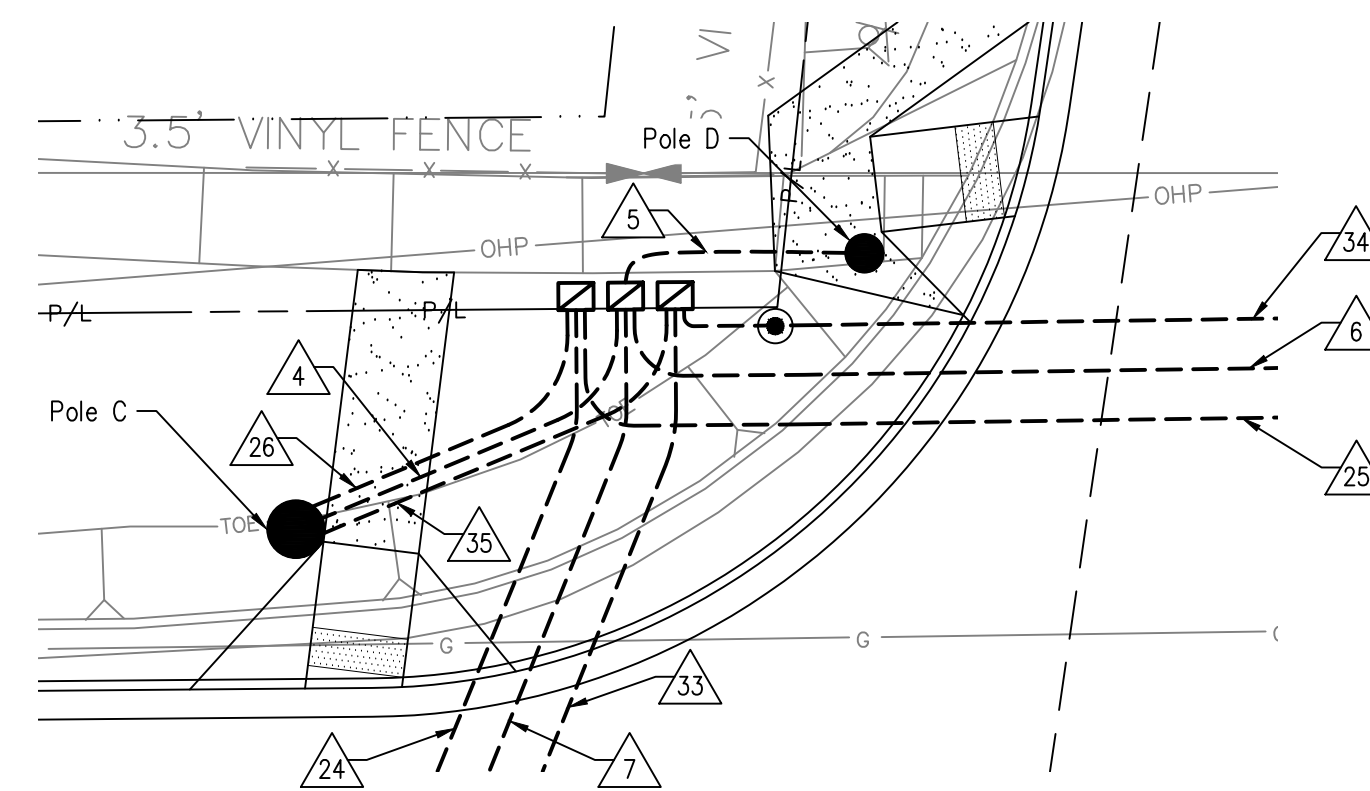
Traffic Signal Plan

PRECISION ENGINEERING



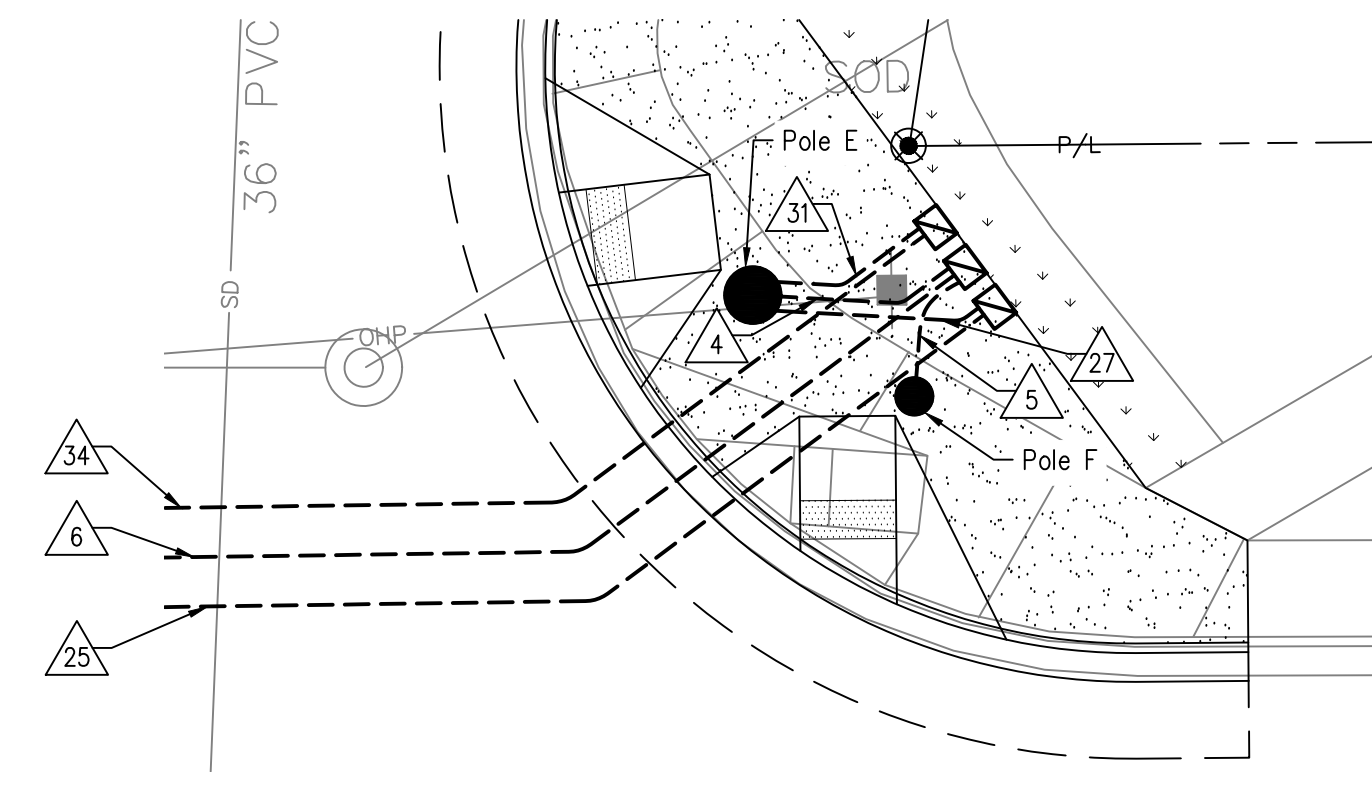
CONDUIT AND CONDUCTOR SCHEDULE

NO.	CONDUIT	CONDUCTORS
1	2" RPC	3-3/0 Copper Or 3-4/0 Aluminum (200A Services)
2	2" RPC	2-#6, 1-#6 Bare (Signal Cabinet Service)
3	2" RPC	4-5C, 1-#6 Bare (Vehicle And Ped)
	2" RPC	1-3C, 1-#6 Bare (Opticom Confirmation Lights)
	2" RPC	4-5C, 1-#6 Bare (Vehicle And Ped)
	2" RPC	1-3C, 1-#6 Bare (Opticom Confirmation Lights)
	2" RPC	4-5C, 1-#6 Bare (Vehicle And Ped)
4	2" RPC	4-5C, 1-#6 Bare (Vehicle And Ped)
	2" RPC	Spare (Install Locate Wire)
5	2" RPC	Spare (Install Locate Wire)
	2" RPC	3-5C, 1-#6 Bare (Vehicle And Ped)
6	2" RPC	1-3C, 1-#6 Bare (Opticom Confirmation Lights)
	2" RPC	Spare (Install Locate Wire)
7	2" RPC	4-5C, 1-#6 Bare (Vehicle And Ped)
	2" RPC	4-5C, 1-#6 Bare (Vehicle And Ped)
	2" RPC	Spare (Install Locate Wire)
20	2" RPC	1-3C (Opticom)
	2" RPC	1-Radar Detection Cable
	2" RPC	1-3C (Opticom)
	2" RPC	1-Radar Detection Cable
	2" RPC	Spare (Install Locate Wire)
21	2" RPC	Spare (Install Locate Wire)
	2" RPC	1-3C (Opticom)
22	2" RPC	1-3C (Opticom)
23	2" RPC	1-3C (Opticom)
24	2" RPC	1-Radar Detection Cables
	2" RPC	Spare (Install Locate Wire)
25	2" RPC	1-Radar Detection Cable
	2" RPC	Spare (Install Locate Wire)
26	2" RPC	Spare (Install Locate Wire)
27	2" RPC	1-Radar Detection Cable
30	2" RPC	2-#6 THWN, 1-#6 THWN Ground (Lighting Ckt #1)
	2" RPC	2-#6 THWN, 1-#6 THWN Ground (Lighting Ckt #2)
	2" RPC	Spare (Install Locate Wire)
31	2" RPC	Spare (Install Locate Wire)
	2" RPC	2-#6 THWN, 1-#6 THWN Ground (Lighting Ckt #1)
32	2" RPC	2-#6 THWN, 1-#6 THWN Ground (Lighting Ckt #2)
	2" RPC	Spare (Install Locate Wire)
33	2" RPC	2-#6 THWN, 1-#6 THWN Ground (Lighting Ckt #1)
	2" RPC	2-#6 THWN, 1-#6 THWN Ground (Lighting Ckt #2)
34	2" RPC	2-#6 THWN, 1-#6 THWN Ground (Lighting Ckt #1)
	2" RPC	Spare (Install Locate Wire)
35	2" RPC	2-#6 THWN, 1-#6 THWN Ground (Lighting Ckt #2)



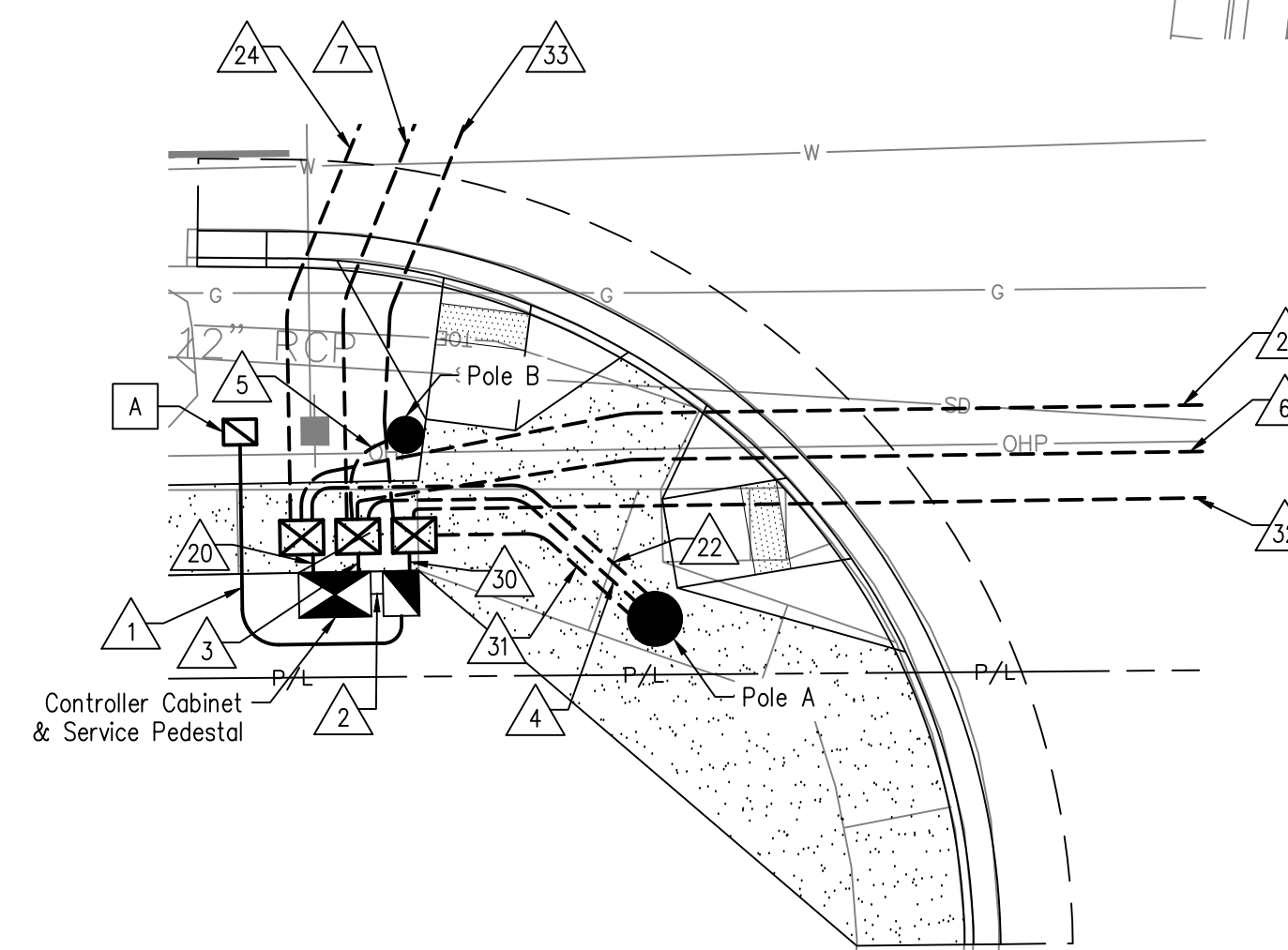
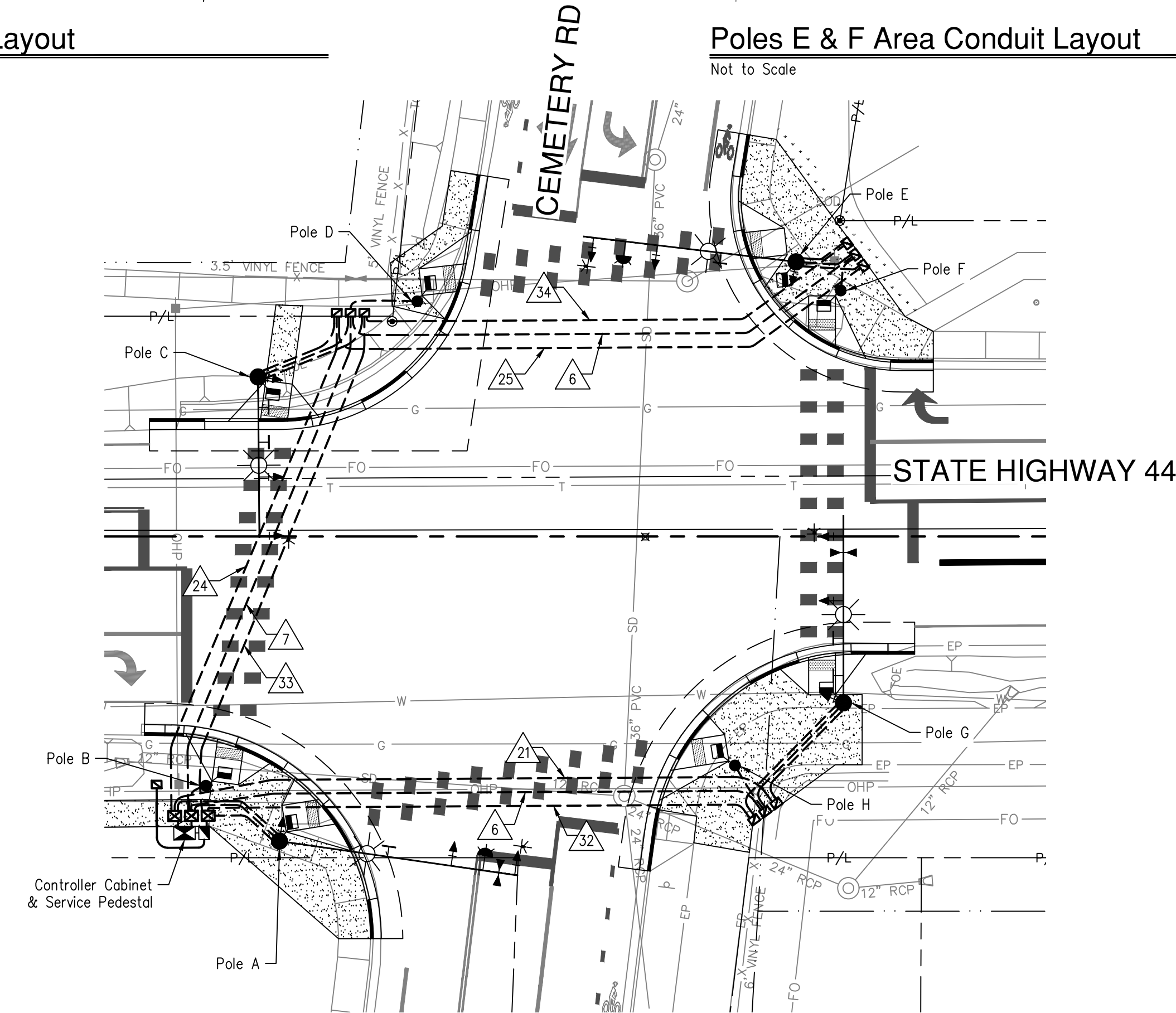
Poles C & D Area Conduit Layout

Not to Scale



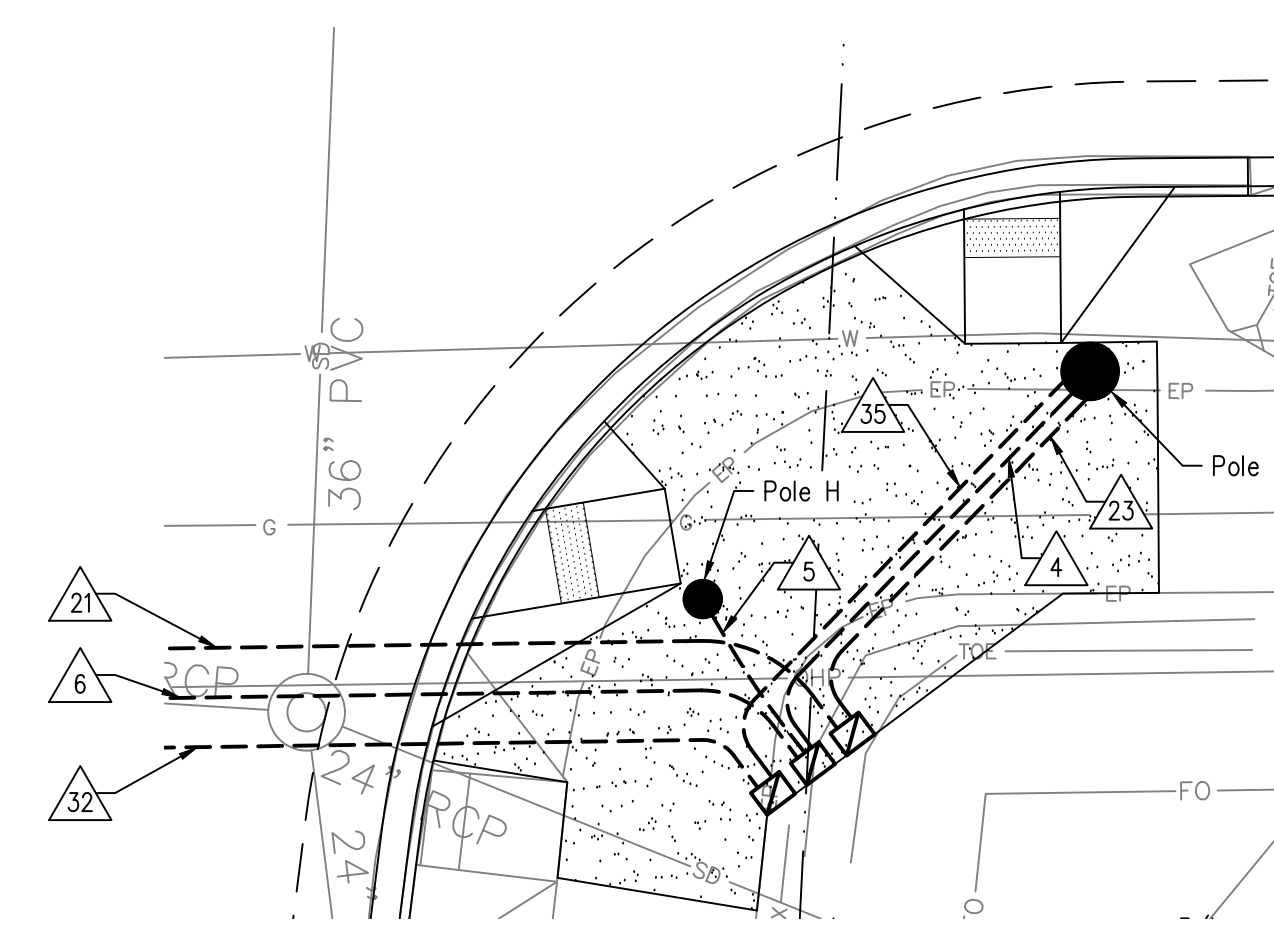
Poles E & F Area Conduit Layout

Not to Scale



Cabinet/Poles A & B Area Conduit Layout

Not to Scale



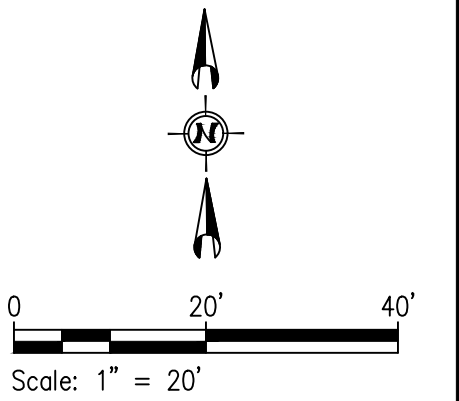
Poles G & H Area Conduit Layout

Not to Scale

NOTES

- The Conduit Layout Shown Is Schematic. The Contractor Shall Maintain The Appropriate Clearance Between Adjacent Utilities.
- Ground The Traffic Signal And Illumination System In Accordance With The Current Edition Of The NEC.
- Locations Of Existing Underground Structures And Utilities Such As Pipelines Conduits, Cables, Etc. Shown On The Traffic Signal Plans Are Approximate Only. It Is Not The Intent Of These Plans To Show The Exact Location Of All Underground Utilities And Structures. It Is The Responsibility Of The Contractor To Verify The Locations Of All Existing Utilities With The Respective Owners. Existing Utilities Damaged By The Contractor Shall Be Repaired At The Contractors Expense.
- Information Shown On This Sheet Is Accurate Only For Traffic Signal Improvements Only.
- Install One Locate Wire (No. 12 Copper THWN, Green) In Each Conduit. Where Multiple Locate Wire Exists In The Junction Box, They Shall Be Bonded Together And Insulated. A Single Locate Wire Shall Be Installed To The Service Pedestal. All Locate Wire In Cabinets And Junction Boxes Shall Be Labeled As "Locate Wire" And Insulated From All Metallic Items And Ground Potential Sources, Incidental To Other Traffic Signal Bid Items.
- Trenching Across SH-44 And Cemetery Rd Is Prohibited. Conduit Crossing SH-44 And Cemetery Rd Shall Be Directionally Bored, Incidental To Item 656-070A.

A Install Junction Box With Nearest Edge 2' From Power Supply. Contractor To Coordinate With Idaho Power To Provide The Service Connection To The Service Pedestal. Contact Ethan Morgan At 208-388-6510. Provide 10 Working Days Notice, Incidental To Traffic Signal Related Items.



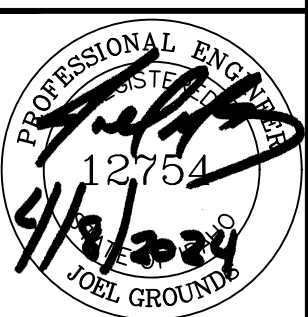
Revisions:

• SIGNATURES •

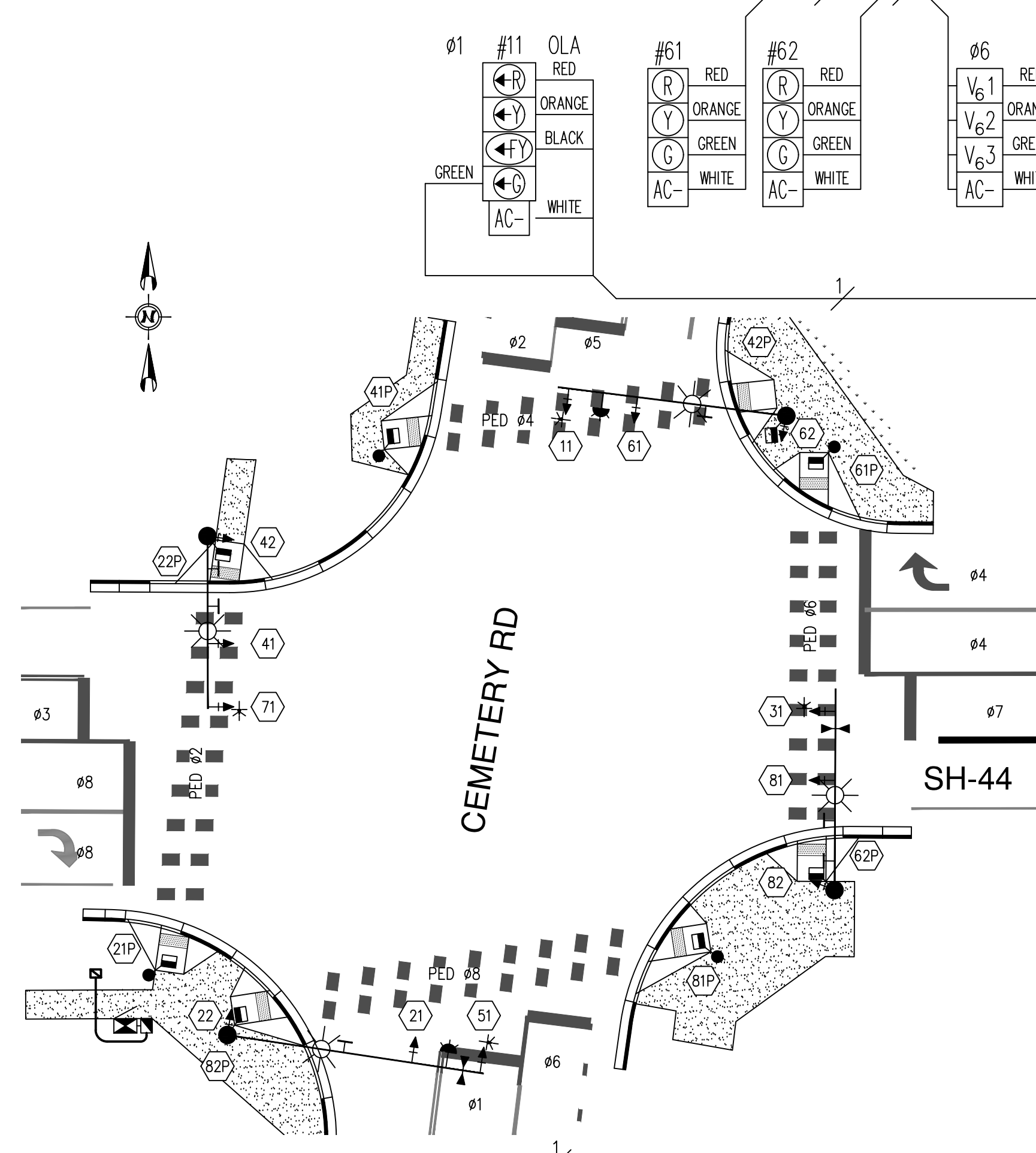
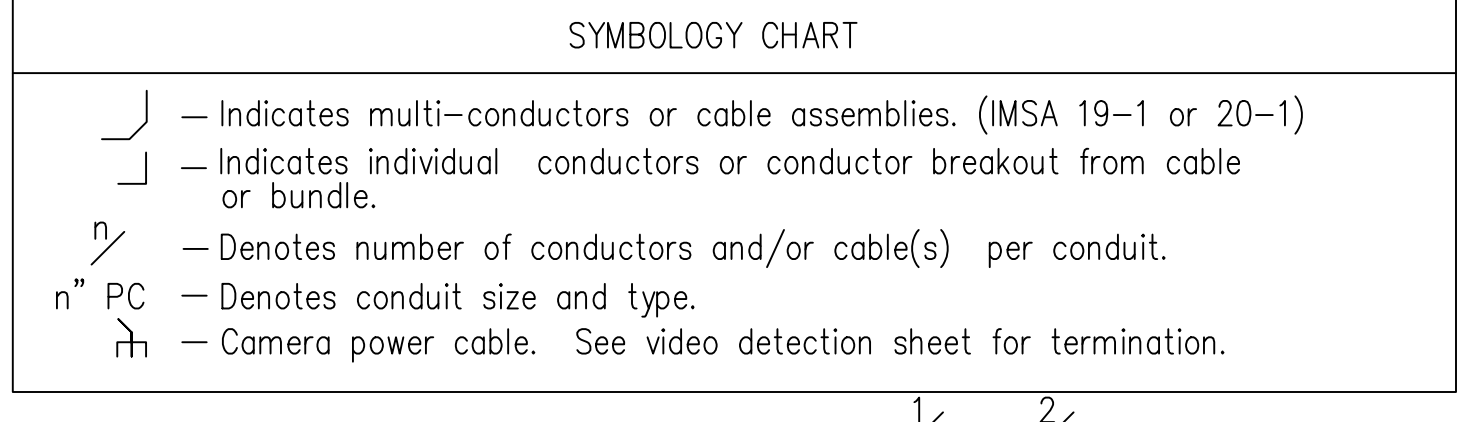
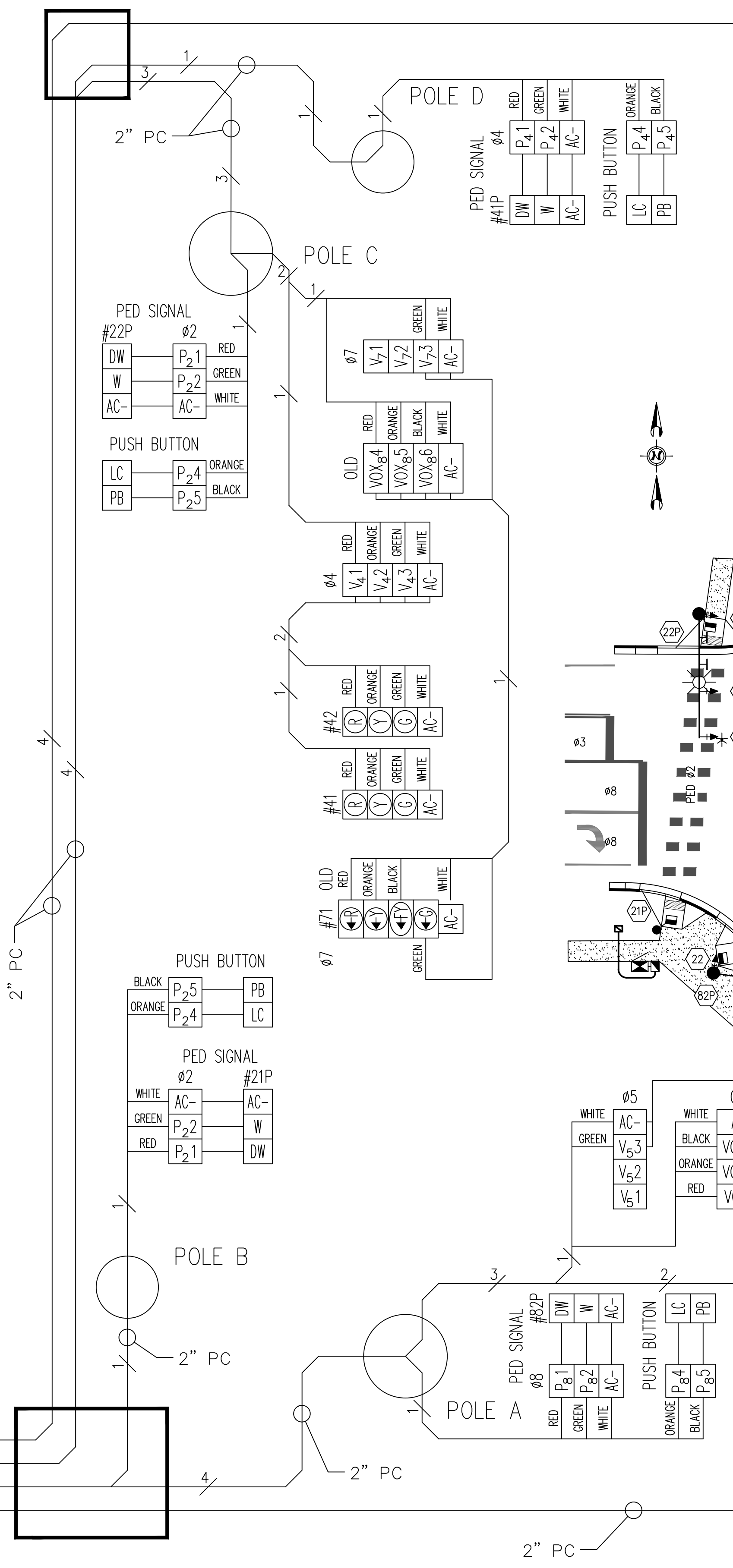
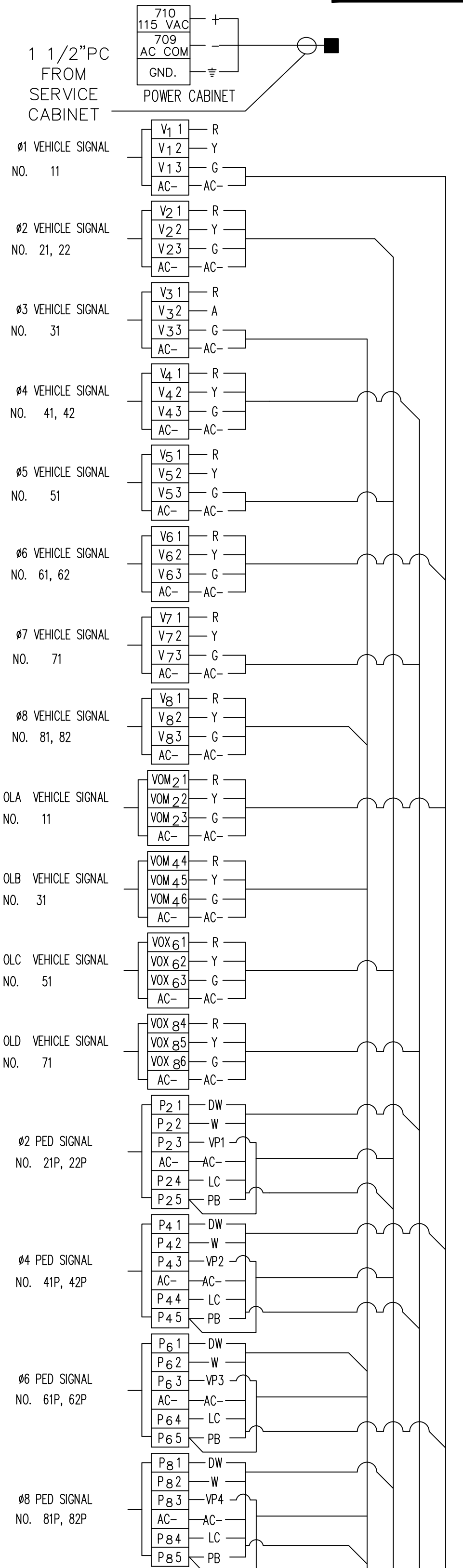
Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

Traffic Signal Details

PRECISION ENGINEERING



CABINET



NOTES

- USE 2" PC FROM EACH SIGNAL JUNCTION BOX TO EACH SIGNAL POLE BASE. THE FILL SHALL BE 5 CONDUCTOR CABLES FOR VEHICLE PHASES AND PEDESTRIAN PHASES WITH PUSHBUTTONS. UNUSED CONDUCTORS SHALL BE RETAINED FULL LENGTH.
- NON-METALLIC RACEWAYS SHALL HAVE A #6 THWN GROUND CONDUCTOR.
- REFER TO SIGNAL INTERSECTION PLAN SHEET FOR LOCATION OF JUNCTION BOXES.
- PEDESTRIAN PUSHBUTTON WIRING IS TO BE INSTALLED AS PER MANUFACTURER'S INSTRUCTIONS.

Revisions: _____

• SIGNATURES •

Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

• SHEET TITLE •

Traffic Signal Details



City of Middleton

1103 West Main Street, Middleton, Idaho, 83644.
middleton.id.gov

Project Number: 23005

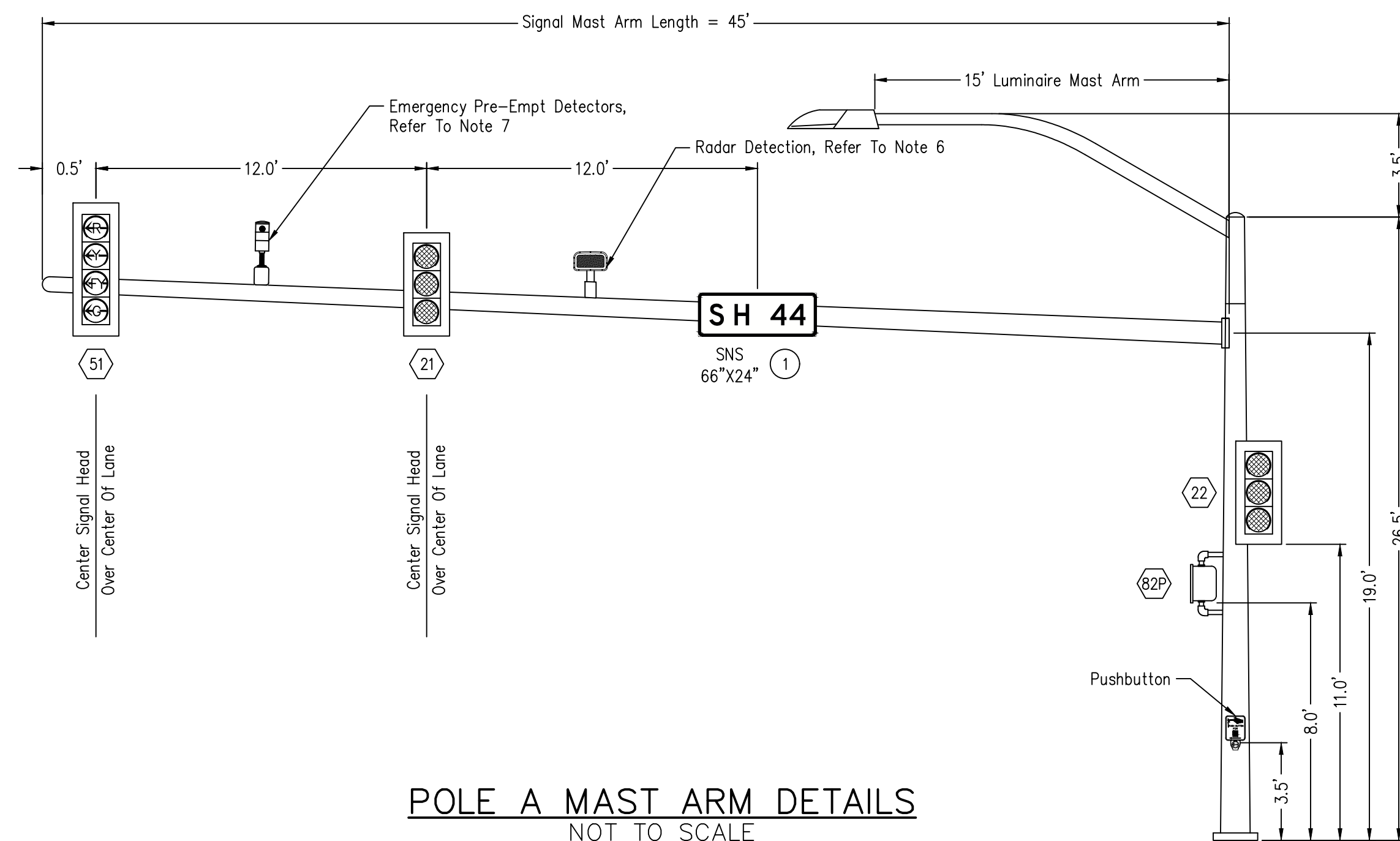
Project Name: Cemetery Rd And SH-44 Intersection, Middleton

Sheet 13 Of 35



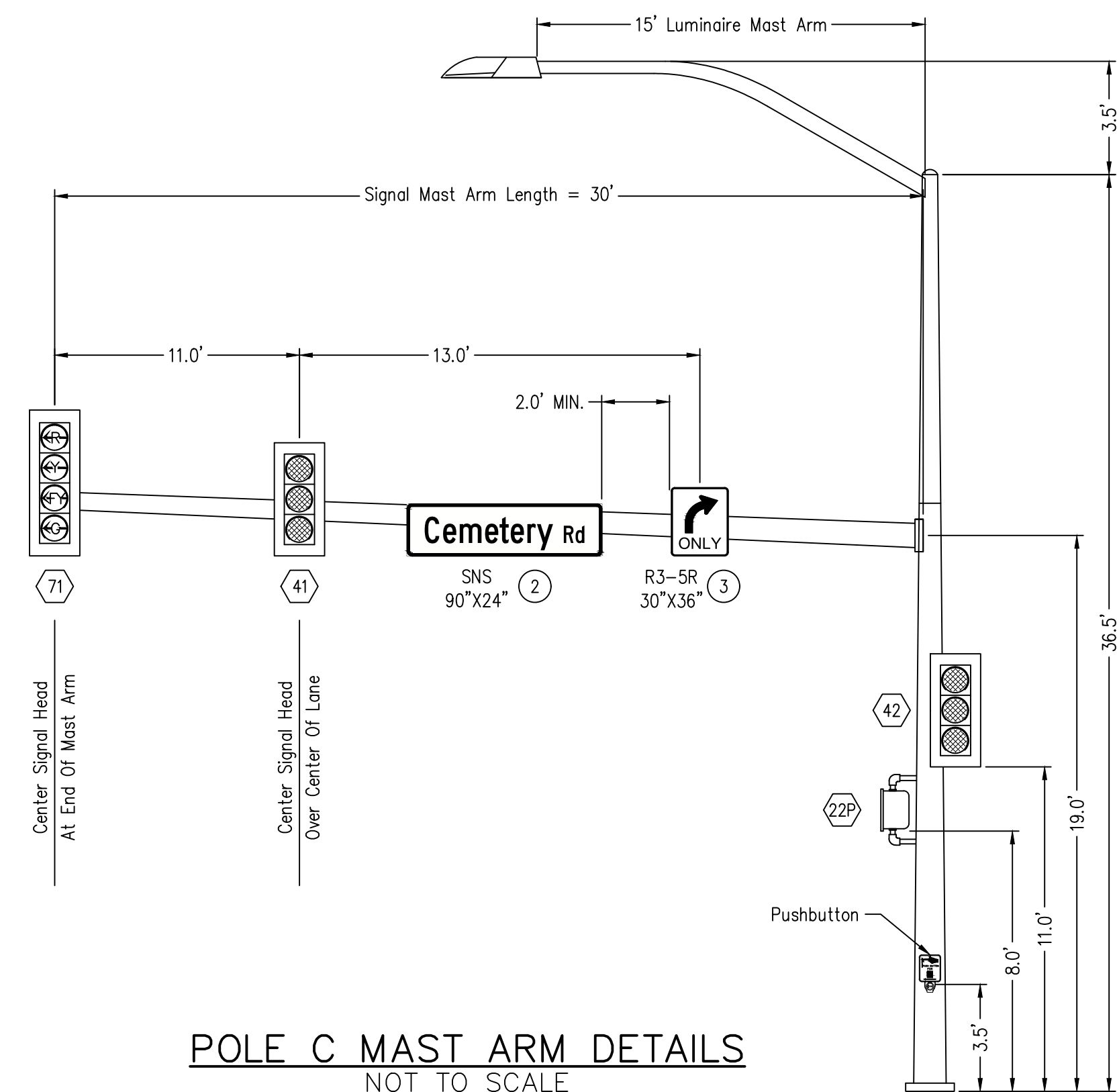
NOTES

1. The Contractor Shall Verify And Check All Dimensions And Details Shown On The Drawings Prior To The Start Of Construction. Any Discrepancies Shall Be Immediately Brought To The Attention Of The Engineer For Clarification.
2. Ground The Traffic Signal And Illumination System In Accordance With The Current Edition Of The NEC.
3. All Traffic Control Devices Shall Conform To The Latest Edition Of The Manual Of Uniform Traffic Control Devices (MUTCD).
4. Information Shown On This Sheet Is Accurate Only For Traffic Signal Improvements.
5. Dimensions Shown On The Signal Mast Arms Are Accurate For The Pole Locations Shown On The Plan Sheets Only. If The Poles Are Located Differently, Mast Arm Lengths And Signal Head And Sign Locations May Change.
6. The Radar Detection System Shall Include Stop Bar Detection And Advanced Detection For All Four Approaches. The Radar Locations Shown On The Mast Arms Are Approximate. Exact Radar Locations To Be Determined In The Field By A Manufacturer's Site Survey Prior To Installation. Contractor To Ensure That A Factory Representative Is Present At The Traffic Signal Turn-On To Provide Technical Assistance In Proper System Setup And Verify That The System Meets Functional And Operational Requirements. Orienting Radar, Establishing Detection Zones And Calibrating Entire System For Operation Shall Be Paid For Under Item 656-020B.
7. Orient Emergency Pre-empt Detectors For Optimal Visibility, Item 656-015A.
8. Refer To ITD Standard Drawings 656-1, 656-2 And 656-3 For Signal Pole And Pole Base Installation Details.
9. Elevation Of Top Of Pole Foundation Shall Be Flush With The Sidewalk Elevation, Refer To ITD Standard Drawing 656-3.



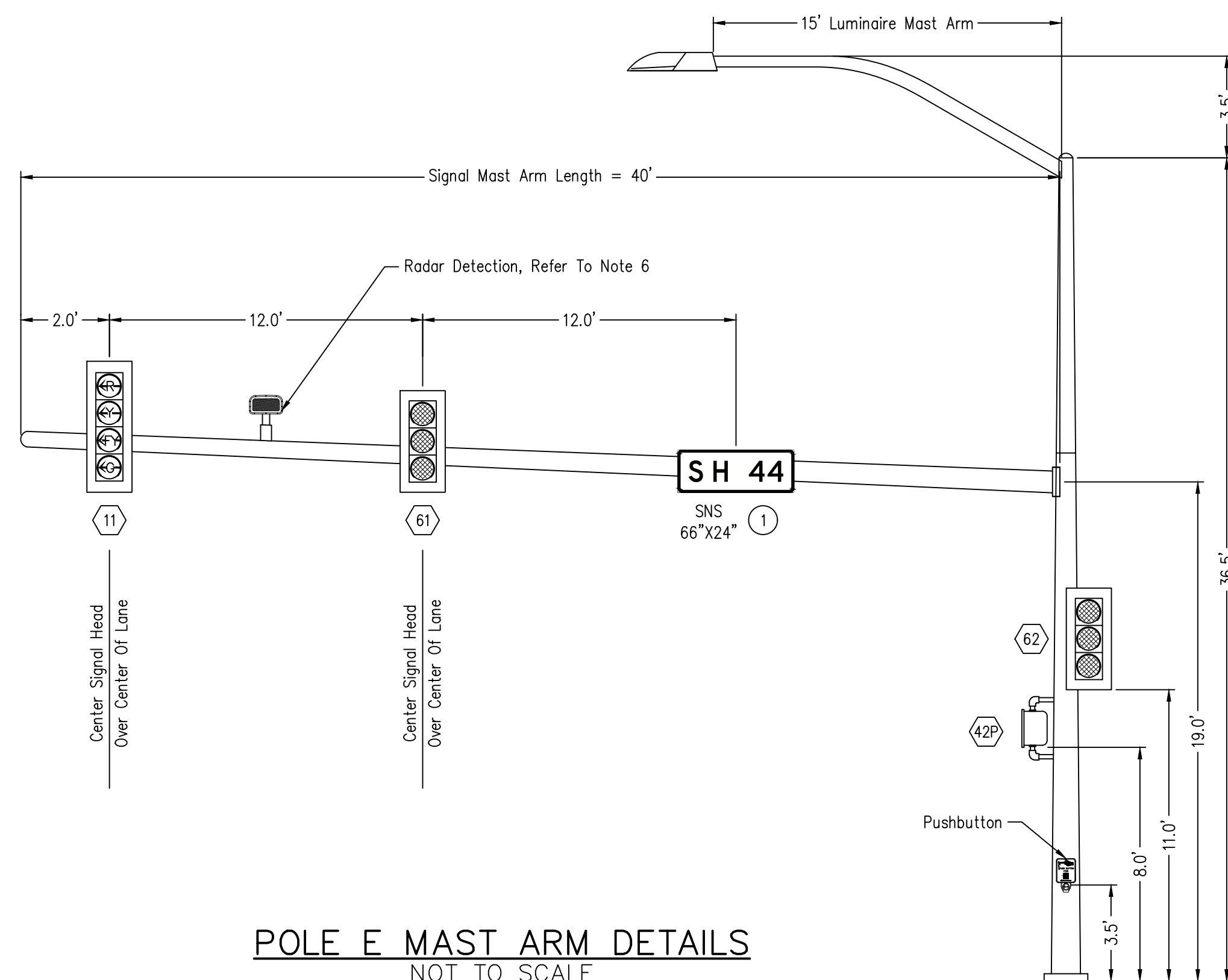
POLE A MAST ARM DETAILS
NOT TO SCALE

MAST ARM LENGTH = 45'
SOUTHBOUND APPROACH



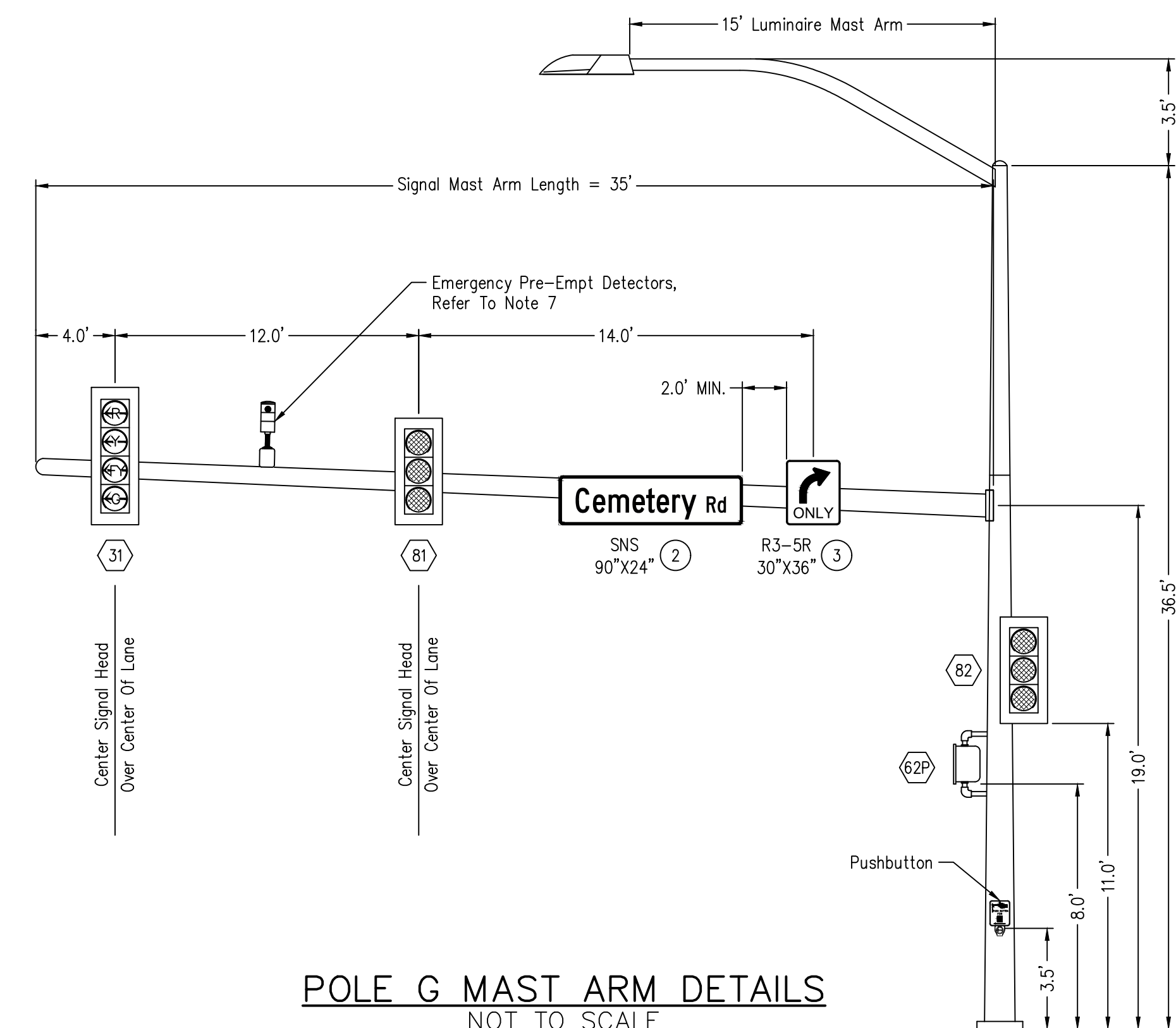
POLE C MAST ARM DETAILS
NOT TO SCALE

MAST ARM LENGTH = 30'
WESTBOUND APPROACH



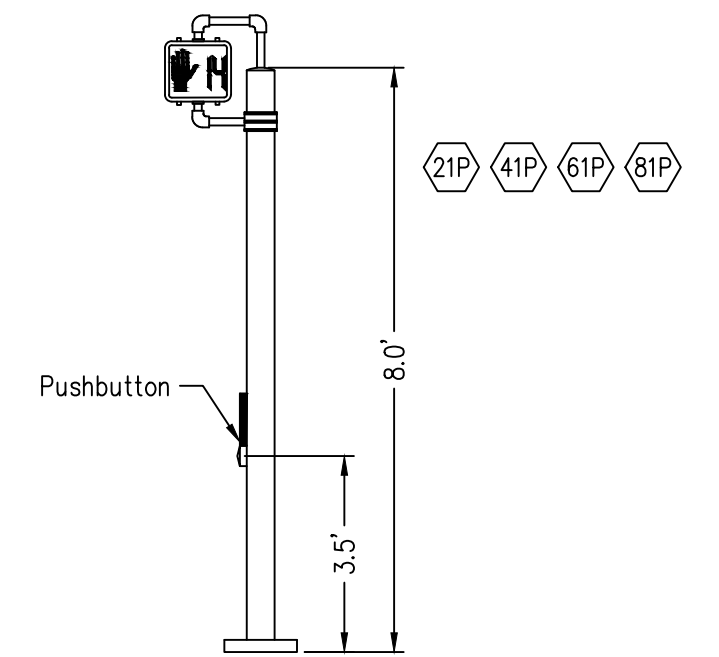
POLE E MAST ARM DETAILS
NOT TO SCALE

MAST ARM LENGTH = 40'
NORTHBOUND APPROACH



POLE G MAST ARM DETAILS
NOT TO SCALE

MAST ARM LENGTH = 35'
EASTBOUND APPROACH



PEDESTRIAN SIGNAL POLES B, D, F, H
NOT TO SCALE

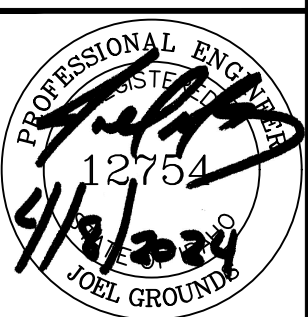
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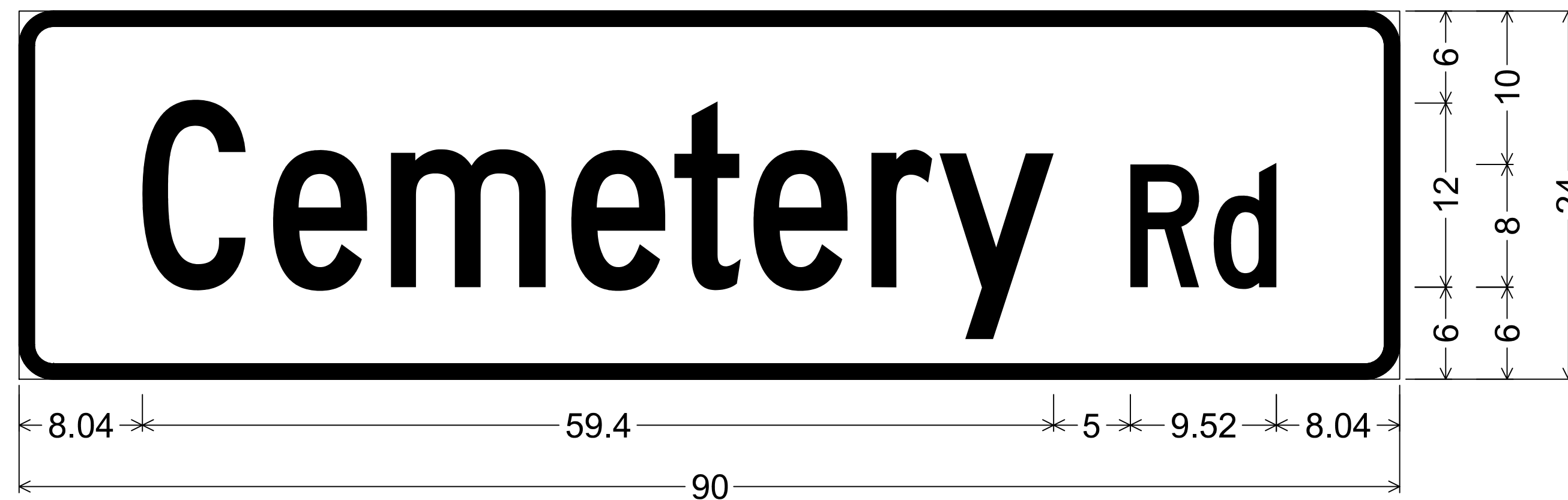
• S I G N A T U R E S •

Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

• S H E E T T I T L E •
Traffic Signal Details

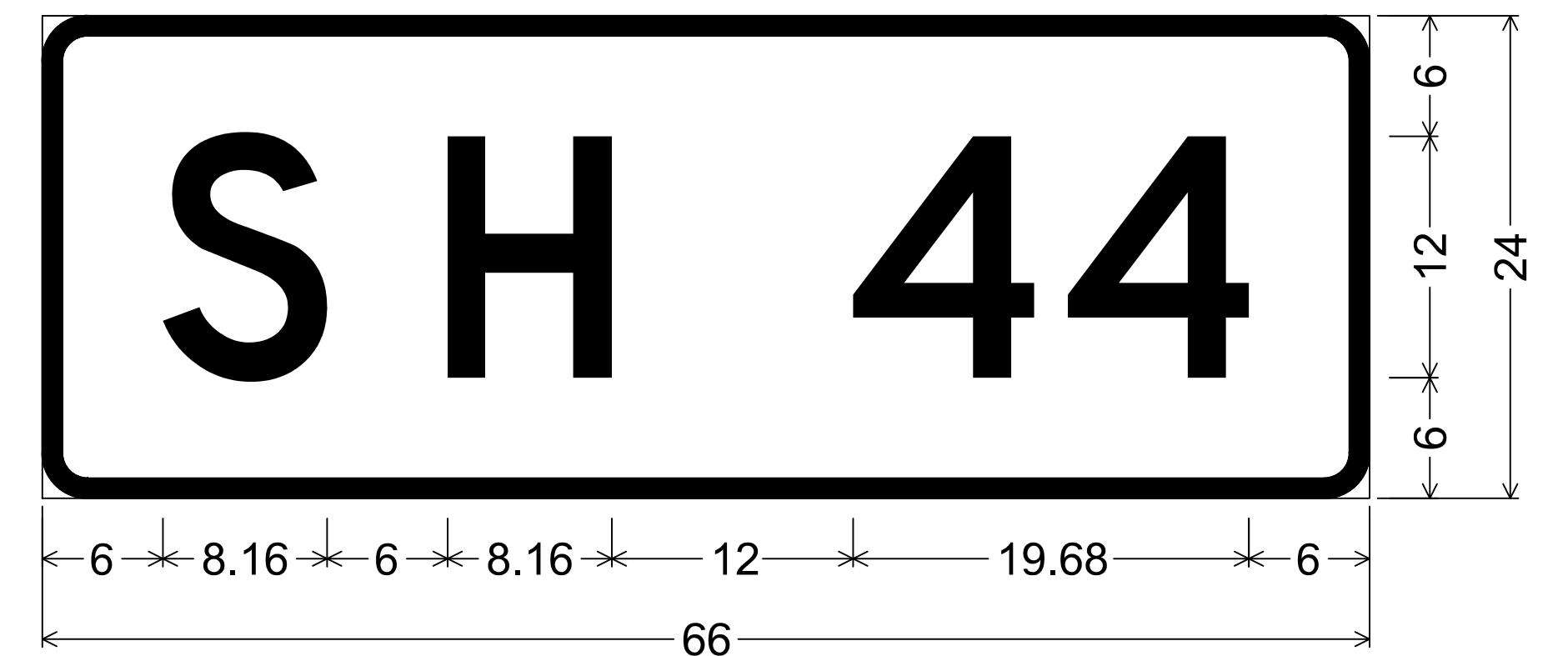
PRECISION ENGINEERING





2.250" Radius, 1.000" Border, White on Green;
 "Cemetery", C 2K; "Rd", C 2K;
 Table of widths and spaces

8.040	C	6.720	1.800	e	6.120	1.560	m	10.080	1.680	e	6.120	0.600	t	4.320	0.840	e	6.120	1.560	r	3.960	0.480	y	7.440
		5.000	R	4.480	0.960	d	4.080	8.040															



2.250" Radius, 1.000" Border, White on Green;
 "S", D 2K; "H 44", D 2K;
 Table of widths and spaces

6.000	S	8.160	6.000	H	8.160	12.000	4	9.000	1.680	4	9.000	6.000
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Revisions:

• S I G N A T U R E S •

• S H E E T T I T L E •

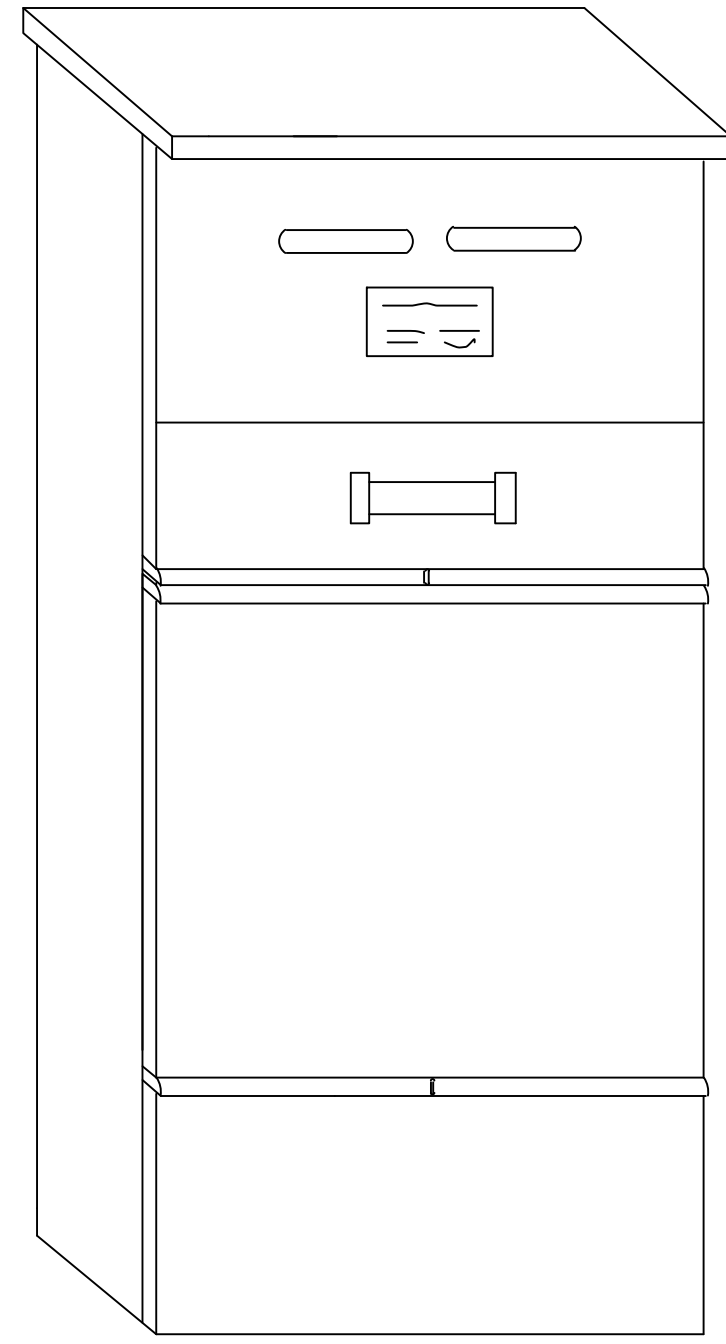
Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

Mastarm Sign Detail

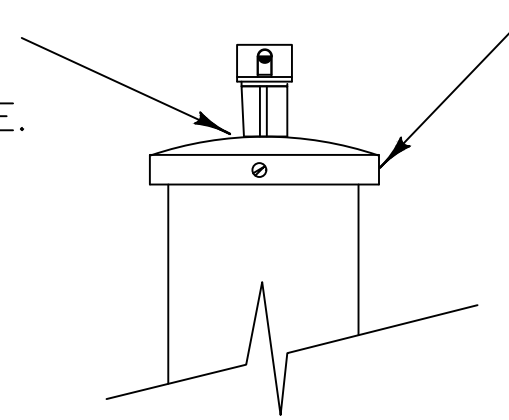
PRECISION ENGINEERING



TYPICAL SERVICE PEDESTAL



DRILL CAP TO ACCEPT PHOTOELECTRIC CONTROL LOCKING TYPE RECEPTACLE. (SIGNAL POLES ONLY)



ALTERNATE LOCATION

POLE TOP MOUNTING FOR PHOTOELECTRIC CELL

ILLUMINATION POLES USE POLE TOP ADAPTOR FOR THIS LOCATION

NOTE

IDENTIFICATION LABELS SHALL BE REQUIRED FOR BRANCH BREAKERS. LIGHTING BRANCH BREAKER LABELS SHALL READ: "LIGHTING CIRCUIT NO. SEE PLANS)." SIGNAL BRANCH BREAKER LABEL SHALL READ: "SIGNAL AT (IDENTIFY TWO LEGS OF THE INTERSECTION)."

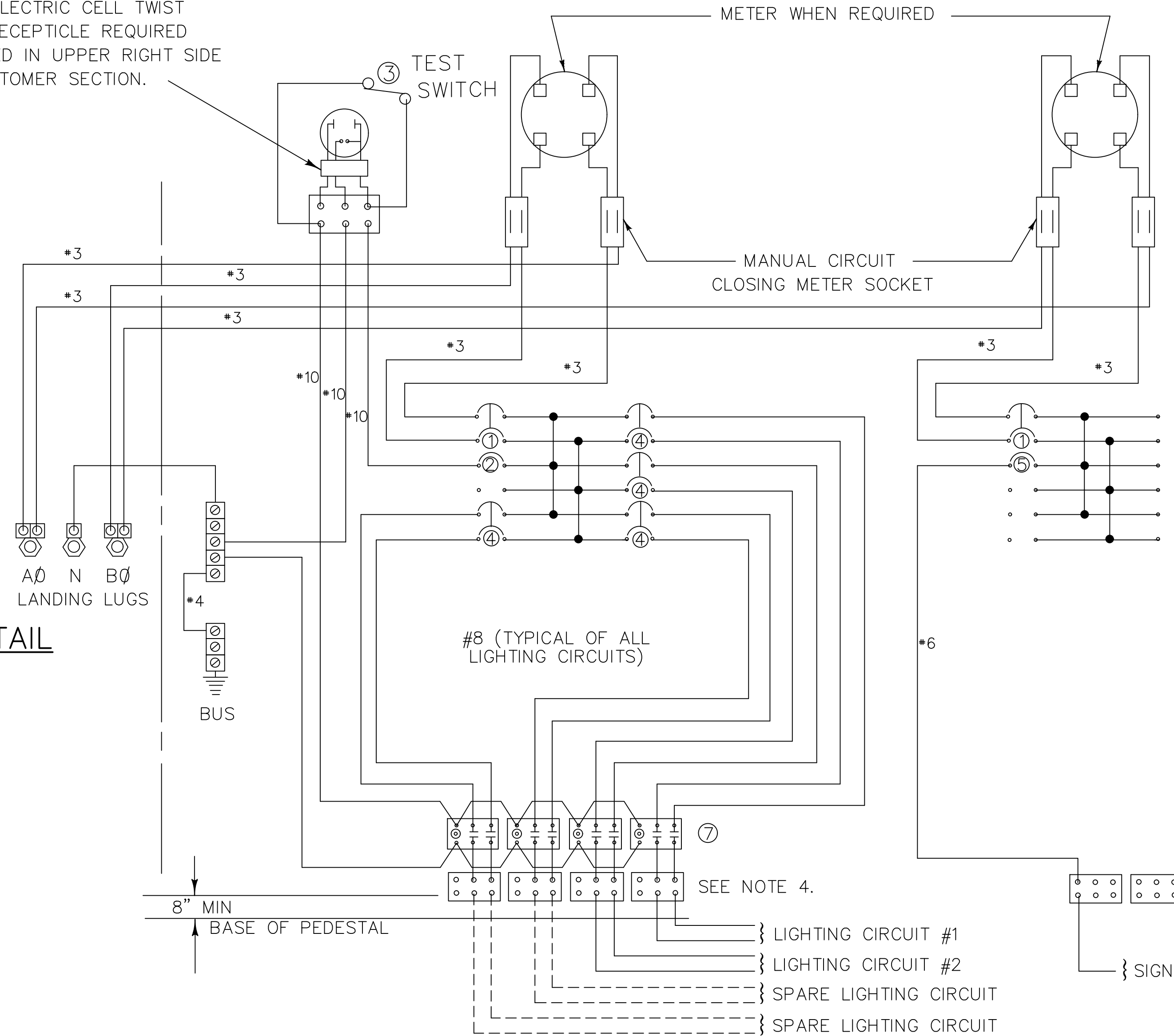
SERVICE CABINET SCHEDULE

ITEM	CLASS "B"
① MAIN BREAKER	(SEE SCHEDULE)
② CONTROL BREAKER	1P-15A 120/240 VOLT
③ TEST SWITCH	SPST-15A 120/240 VOLT
④ LIGHTING BRANCH BREAKER	2P-120/240 VOLT (SEE SCHEDULE)
⑤ SIGNAL CONTROL BREAKER	1P-120/240 VOLT (SEE SCHEDULE)
⑦ LIGHTING CONTACTOR	8P (ANY COMBINATION)
⑧ FLASHER CONTROL BREAKER	1P-120/240 VOLT (SEE SCHEDULE)

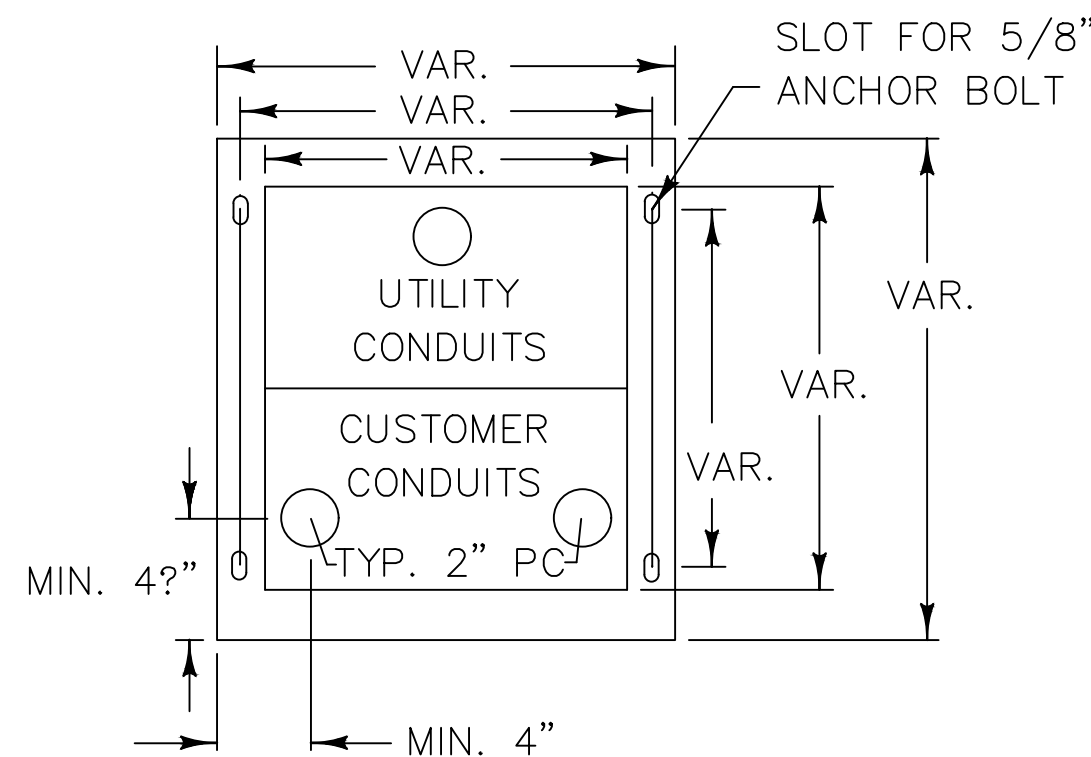
BREAKER RATING SCHEDULE

CLASS "B"	
ITEM	NO. OF LIGHTING CIRCUITS
MAIN BREAKER (METERED SIG. SECTION)	100 AMP 2P
MAIN BREAKER (METERED LTG. SECTION)	100 AMP 2P
LIGHTING BRANCH BREAKER	30 AMP 2P
SIGNAL CONTROL BREAKER	60 AMP 1P
LIGHTING CONTACTOR	30 AMP 4P
FLASHER CONTROL BREAKER	
SERVICE WIRE	NO. 3 THWN

PHOTOELECTRIC CELL TWIST LOCK RECEPTACLE REQUIRED MOUNTED IN UPPER RIGHT SIDE OF CUSTOMER SECTION.



PEDESTAL FLANGE MOUNTING DETAIL



TO BE FURNISHED WITH 4 EACH 5/8" x 6" x 2"-13NC ANCHOR BOLTS. NO SLEEVE REQUIRED

NOTE

WHEN SIGNAL & LIGHTING BRANCH BREAKERS ARE INSTALLED IN SAME PANEL BOARD, THE MAIN BREAKER SHALL BE PERMANENTLY LABELED AS FOLLOWS:

WARNING

DO NOT USE MAIN BREAKER AS A DISCONNECT THIS PANELBOARD CONTAINS ONE OR MORE BRANCH BREAKERS CONTROLLING A SIGNALIZED INTERSECTION

NOTES:

- SERVICE CABINETS SHALL BE NEMA TYPE 3R. TO BE FURNISHED WITH A PADLOCK HASP.
- DEAD FRONT CONSTRUCTION IS REQUIRED ON ALL CABINETS.
- PLUG-IN TYPE BREAKERS SHALL BE USED ON "B" SERVICES. MAIN BREAKERS SHALL BE BOLT RETAINED.
- PRESSURE TYPE TERMINALS SHALL BE REQUIRED FOR #8 THROUGH #2 AWG. WIRE.
- ALL SERVICES SHALL BE U.L. LABELED FOR MAXIMUM 100 AMP BUS RATING, AND "APPROVED FOR SERVICE ENTRANCE EQUIPMENT."
- THE MAIN BREAKER LABEL SHALL BE MADE OF RED ON WHITE PLASTIC LAMINATE. THE BRANCH BREAKER LABELS SHALL BE MADE OF BLACK ON WHITE PLASTIC LAMINATE. THE LEGENDS SHALL BE ENGRAVED INTO THE STRIP SO AS TO PROVIDE RED OR BLACK LEGEND ON THE REQUIRED BACKGROUND. THE LABELS SHALL BE PERMANENTLY ATTACHED TO THE THE DEAD FRONT, NEXT TO THE CORRESPONDING BREAKERS.
- LIGHTING CONTACTORS, LIGHTING & SIGNAL BRANCH CIRCUIT BREAKERS TO BE FACTORY INSTALLED.
- BRANCH CIRCUIT WIRE AND PHOTOELECTRIC CONTROL TO BE SUPPLIED BY THE CONTRACTOR.
- ALL BUSSING TO BE 100 AMP RATED.
- WIRING SHALL BE THWN/MTW 600V 90 C RATED.

**TYPE 3 SERVICE
METERED ILLUMINATION
METERED SIGNALIZATION**

• SIGNATURES •

Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

• SHEET TITLE •

Service Pedestal Detail (TD-04)

PRECISION ENGINEERING

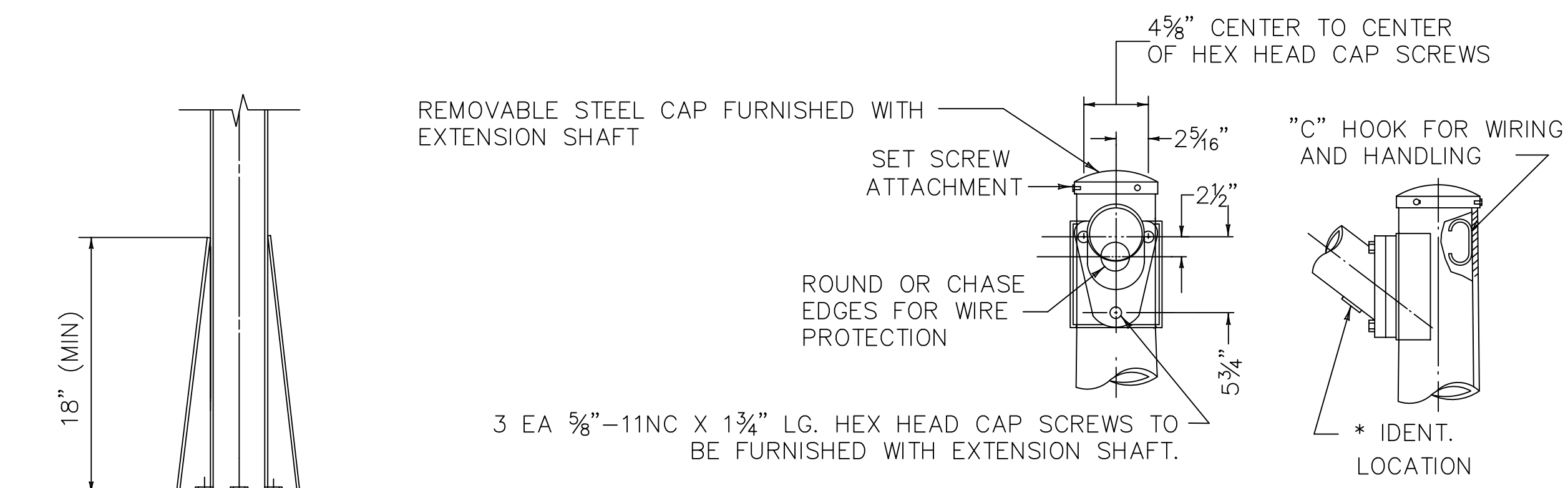


Revisions:

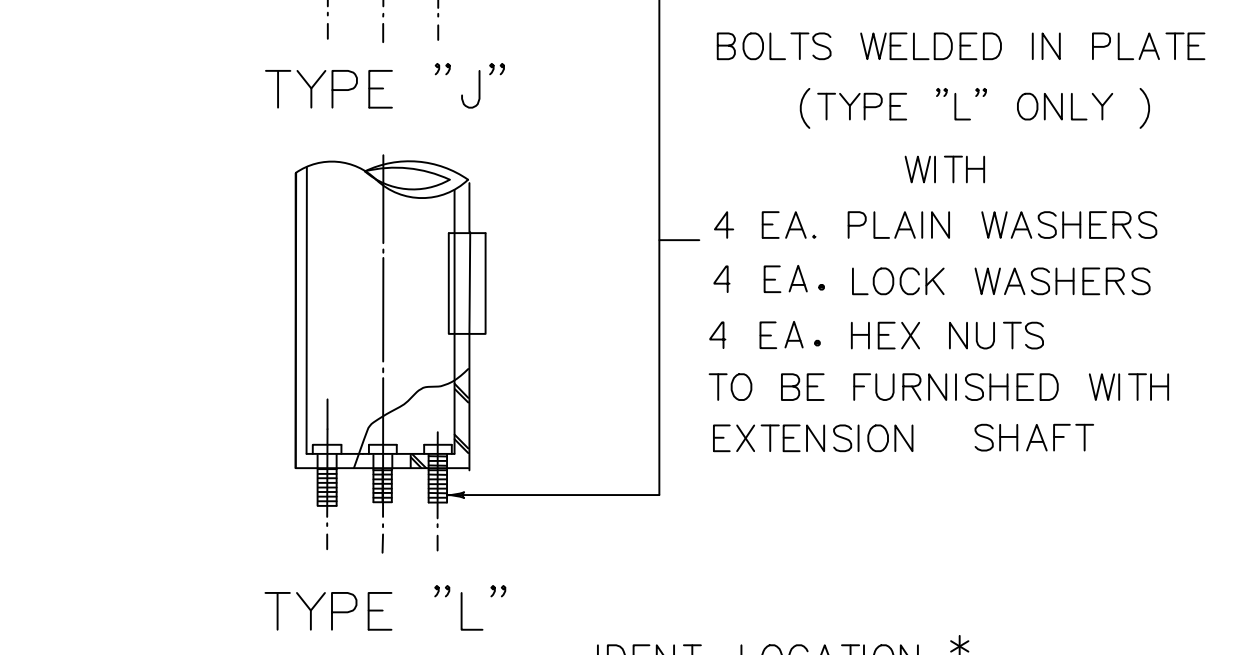
GENERAL NOTES:

1. THESE STRUCTURES SHALL CONFORM TO THE LATEST REVISION TO THE 1994 AASHTO SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS. WITH 80 M.P.H. WIND LOADING. MAXIMUM ALLOWABLE OVERSTRESS SHALL BE 120% FOR GROUPS 2 AND 3.
2. CLASS 1 LOADS FOR A 20 FT. MAST ARM SHALL BE BASED ON A 3 SECTION SIGNAL HEAD MOUNTED FARTHEST FROM THE POLE.
3. DESIGN LOADS SHALL BE BASED ON 12" POLYCARBONATE SIGNAL HEADS WITH 5" BACKPLATES AND STRAP ON BRACKET MOUNTING.

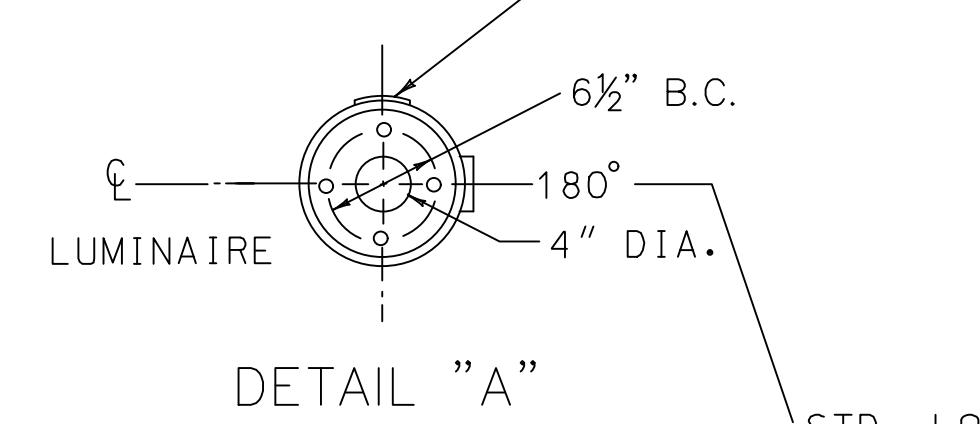
NOTE: HEAD CONFIGURATION AND DIMENSIONS SHOWN FOR MAXIMUM LOADING, SEE PLANS FOR ACTUAL SIGN AND SIGNAL PLACEMENT.



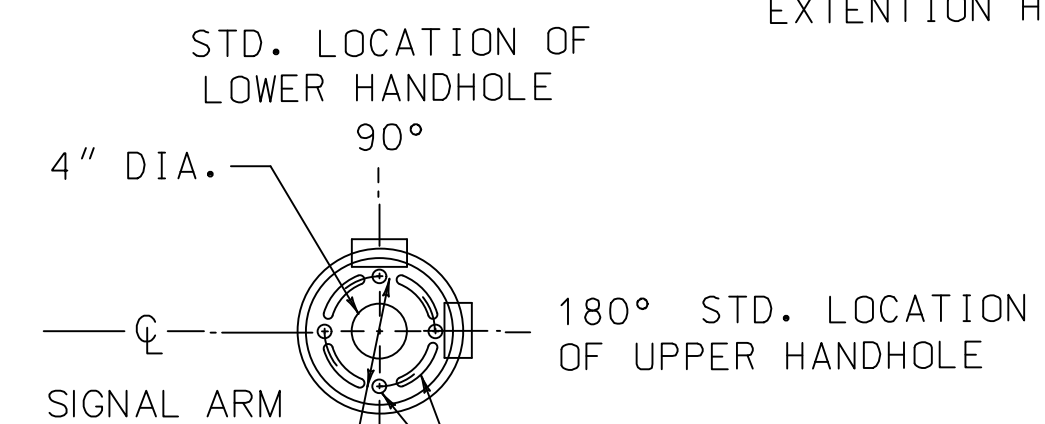
TYPE "L" LUMINAIRE ARM CONNECTION
DETAIL "D"



4 EA. -1 1/4" - 7 (CLASS 1), OR 1 1/2" - 6 (CLASS 2 AND 3) HEX HEAD CAP SCREWS TO BE FURNISHED WITH THE MAIN SHAFT



TAPPED PLATE
12" B.C. (DESIGN LOAD CLASS 1)
14" B.C. (DESIGN LOAD CLASS 2)
17" B.C. (DESIGN LOAD CLASS 3)

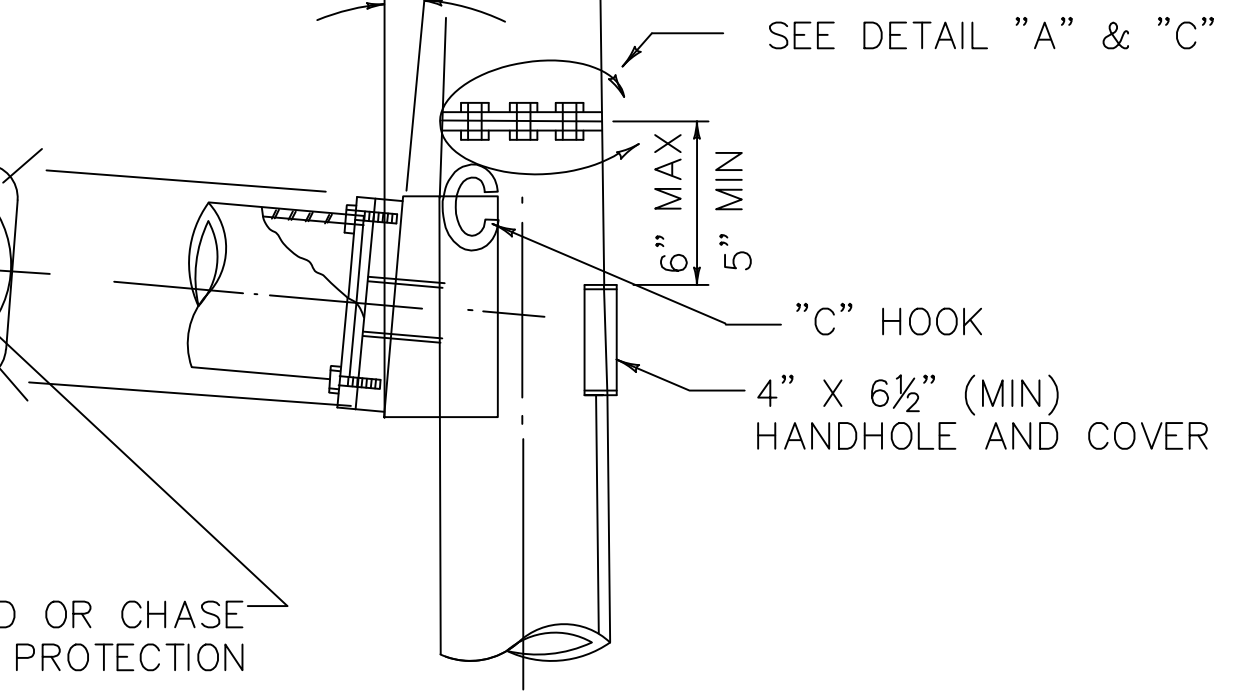
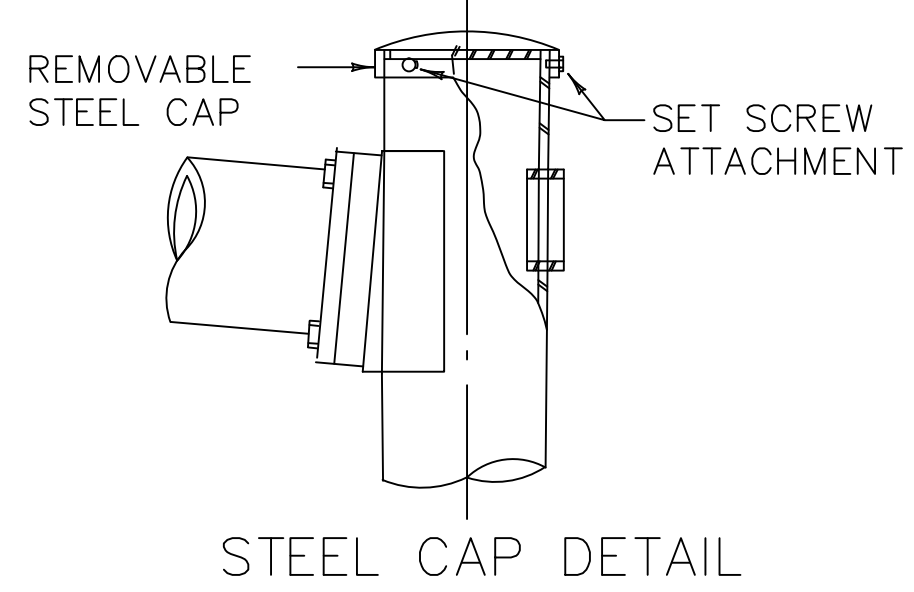


NOTE:
CLEAN ALL THREADS AND SEAT ALL BOLTS BEFORE ASSEMBLY.

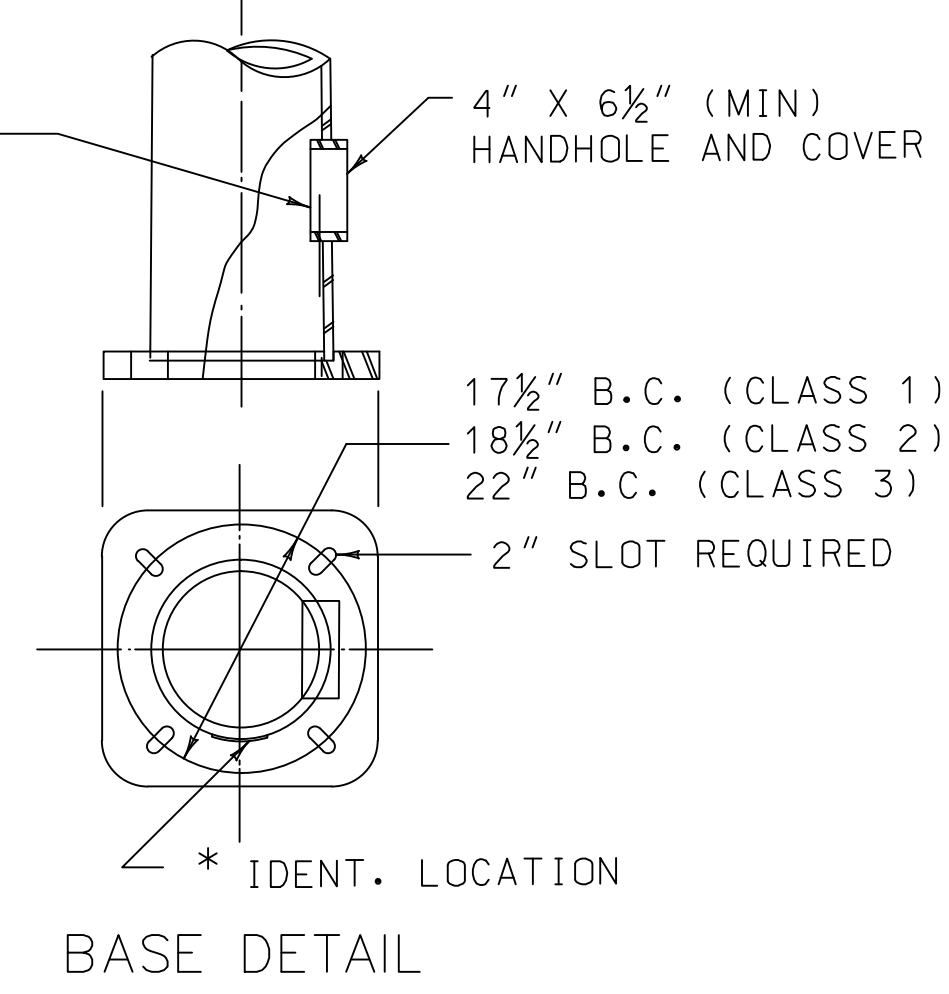
NOTE:
CLEAN ALL THREADS AND SEAT ALL BOLTS.

NOTE:
ANCHOR BOLTS SHALL PROJECT ABOVE THE BASE PLATE THE HEIGHT OF THE WASHER, TWO ANCHOR BOLT NUTS, AND THREE THREADS (ABOVE THE TOP OF ANCHOR BOLT NUTS).

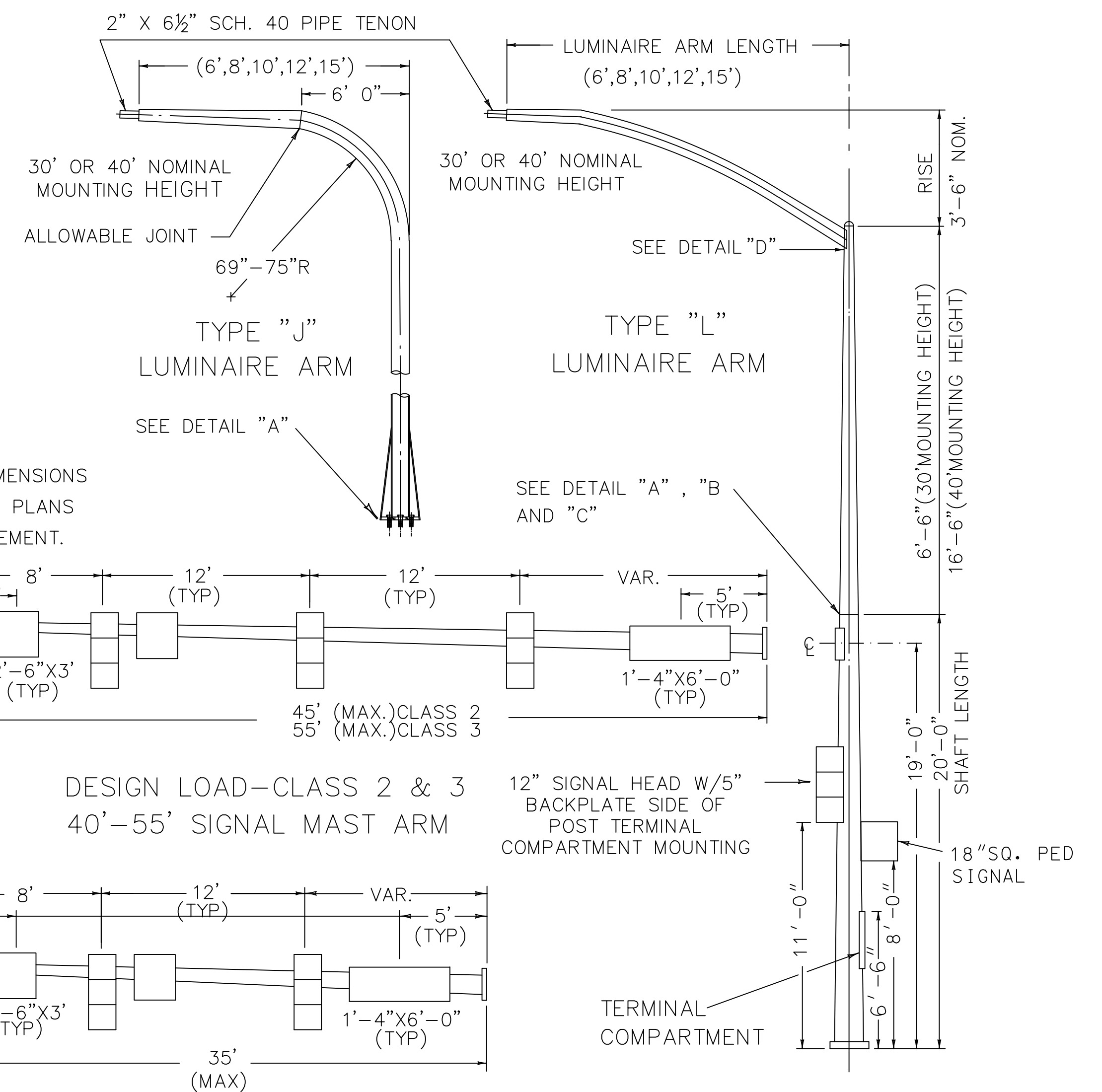
4 EA. 1 3/4" X 84" X 6" ANCHOR BOLTS (CLASS 1, 2 & 3) WITH EIGHT GALV. WASHERS AND TWELVE HEX NUTS. TO BE FURNISHED WITH MAIN SHAFT.



SIGNAL ARM CONNECTION
DETAIL "B"



BASE DETAIL



DESIGN LOAD-CLASS 2 & 3
40'-55' SIGNAL MAST ARM

DESIGN LOAD-CLASS 1
20'-35' SIGNAL MAST ARM

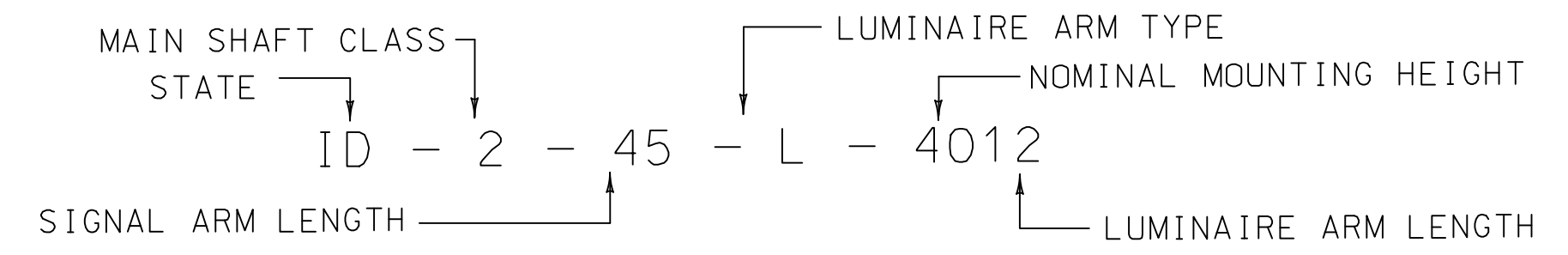
SIGNAL POLE	
MAIN SHAFT	SIGNAL ARM LENGTH
CLASS 1	20'
	25'
	30'
	35'
CLASS 2	40'
	45'
CLASS 3	50'
	55'

LUMINAIRE ARM		
ARM TYPE	MOUNTING HEIGHT	ARM LENGTH
J OR L	30'	6'
		8'
	40'	10'
		12'
		15'

*NOTE:
THE FOLLOWING IDENTIFICATION INFORMATION SHALL BE PERMANENTLY SHOWN ON APPROPRIATE COMPONENTS:

MANUFACTURER AND PRODUCTION DATE,
MAIN SHAFT - (CLASS),
SIGNAL ARM - (LENGTH),
LUMINAIRE EXTENSION - (TYPE & M. H.)
LUMINAIRE ARM - (LENGTH)

POLE ASSEMBLY IDENTIFICATION PROCEDURE

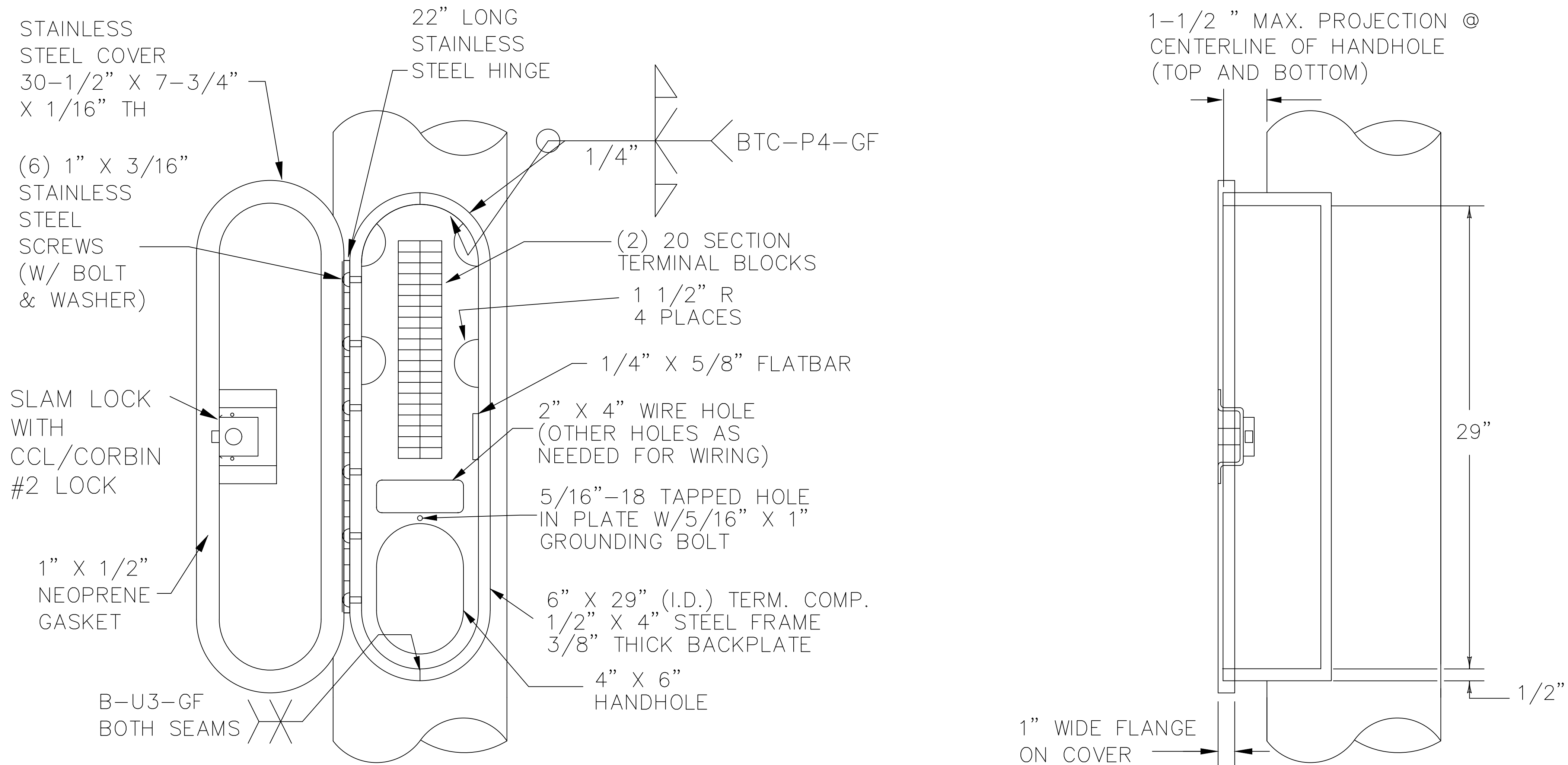


Revisions:

• SIGNATURES •

Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

Pole Assembly Detail (TD-14A)



RECESSED TRAFFIC SIGNAL TERMINAL COMPARTMENT DETAIL

NOT TO SCALE

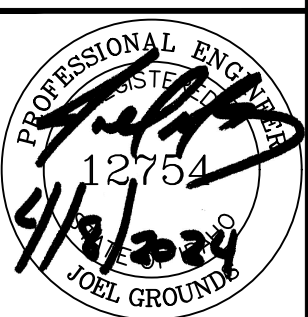
Revisions:

• SIGNATURES •

• SHEET TITLE •

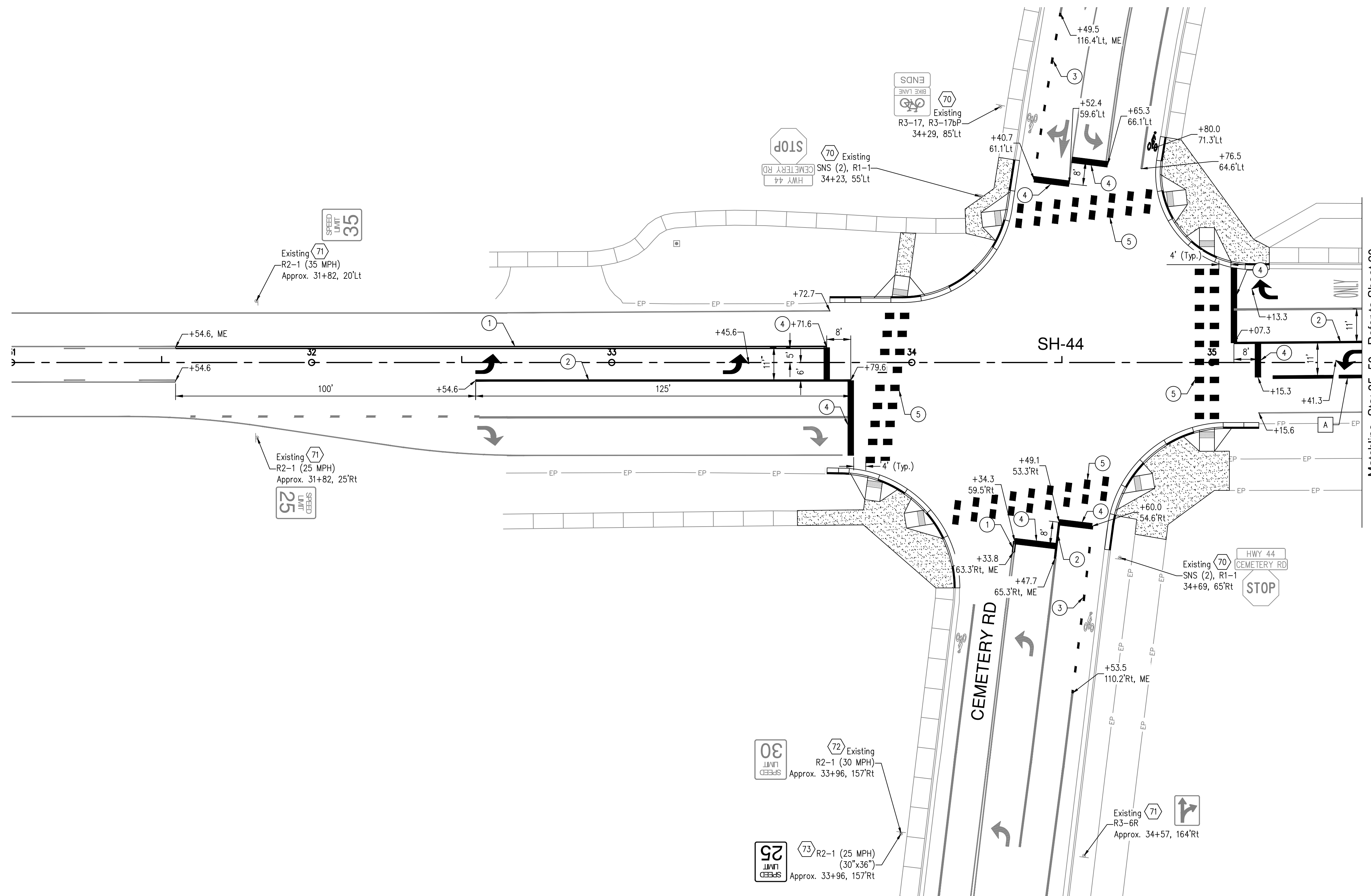
Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

Pole Assembly Detail (TD-14B)



NOTES

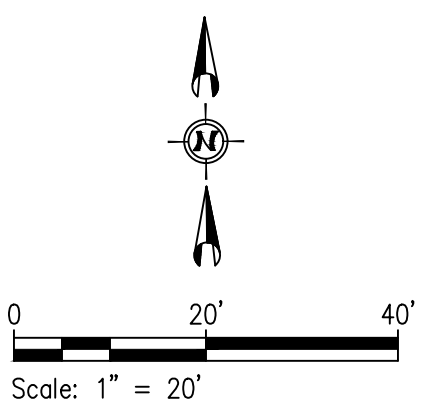
- 70 Remove And Salvage Roadside Sign, Item 201.4.1.C.1
 - 71 Retain And Protect Existing Sign
 - 72 Remove And Salvage Sign Face, Item 201.4.1.C.1
 - 73 Install Roadside Sign Face, Item 1105.4.1.A.5
1. All Signing And Pavement Markings Shall Be Installed In Accordance With The 2009 MUTCD And 2004 SHS For Signing And Pavement Marking Details.
 2. All Asphalt Pavement Marking Symbols, Words, Crosswalks, Yield Bars And Stop Bars Shall Be Thermoplastic, Item 630-010A. All Remaining Pavement Markings Shall Be Waterborne Paint, Item 630-025A.
 3. Waterborne Pavement Marking Quantities Are Measured By The Foot Of Applied 4" Marking (E.G., 1 foot Of 8" Marking Is Measured As 2 Feet). Waterborne Pavement Marking Quantities Shown Have Also Been Doubled To Account For 2 Point Applications As Required Under Section 630, Item 630-025A.
 4. Pavement Marking Dimensions Shown Are From Lip Of Gutter, Edge Of Pavement, Face Of Extruded Concrete Curb Yellow, Incidental To Item 630-025A.
- A Paint Extruded Concrete Curb Yellow, Incidental To Item 630-025A.



Matchline- Sta: 35+50 - Refer to Sheet 20

LEGEND

- 1 4" Double Solid Yellow With 4" Gap
- 2 8" Solid White
- 3 8" White, 2' Stripe With 6" Gap
- 4 24" Solid White Stop Bar
- 5 24" Solid White, 8' Long With 2' Break And 4" Gap
- 6 24" Solid White, 8' Long With 4" Gap
- Turn Arrow Symbol, White (Area = 16 SF)
- Bike Lane Symbol, White (Area = 7 SF)



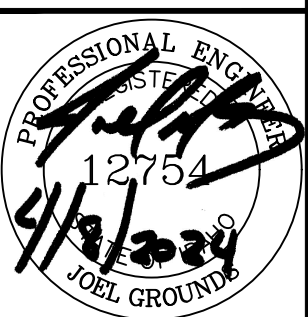
Revisions:

• SIGNATURES •

Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

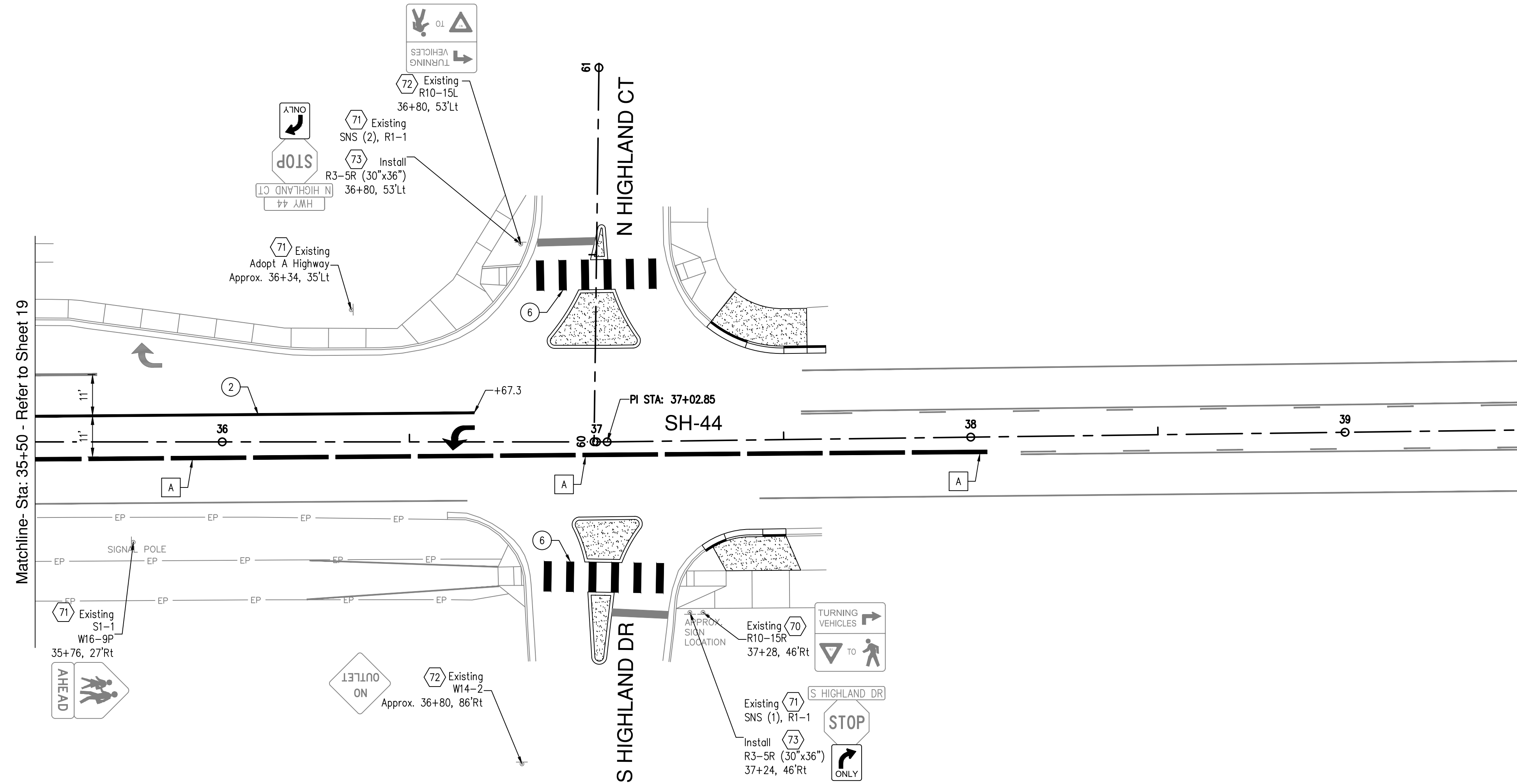
Signing & Pavement Markings Plan

PRECISION ENGINEERING



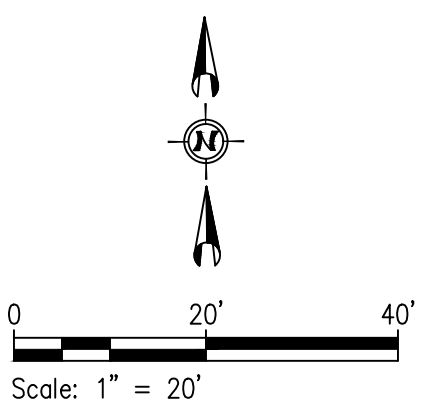
NOTES

- (70) Remove And Salvage Roadside Sign, Item 201.4.1.C.1
 - (71) Retain And Protect Existing Sign
 - (72) Remove And Salvage Sign Face, Item 201.4.1.C.1
 - (73) Install Roadside Sign Face, Item 1105.4.1.A.5
1. All Signing And Pavement Markings Shall Be Installed In Accordance With The 2009 MUTCD And 2004 SHS For Signing And Pavement Marking Details.
 2. All Asphalt Pavement Marking Symbols, Words, Crosswalks, Yield Bars And Stop Bars Shall Be Thermoplastic, Item 630-010A. All Remaining Pavement Markings Shall Be Waterborne Paint, Item 630-025A.
 3. Waterborne Pavement Marking Quantities Are Measured By The Foot Of Applied 4" Marking (E.G., 1 foot Of 8" Marking Is Measured As 2 Feet). Waterborne Pavement Marking Quantities Shown Have Also Been Doubled To Account For 2 Paint Applications As Required Under Section 630, Item 630-025A.
 4. Pavement Marking Dimensions Shown Are From Lip Of Gutter, Edge Of Pavement, Face Of Extruded Curb And To The Center Of The Pavement Marking.
- (A) Paint Extruded Concrete Curb Yellow, Incidental to Item 630-025A.



LEGEND

- (1) 4" Double Solid Yellow With 4" Gap
- (2) 8" Solid White
- (3) 8" White, 2' Stripe With 6" Gap
- (4) 24" Solid White Stop Bar
- (5) 24" Solid White, 8' Long With 2' Break And 4" Gap
- (6) 24" Solid White, 8' Long With 4" Gap
- Turn Arrow Symbol, White (Area = 16 SF)
- Bike Lane Symbol, White (Area = 7 SF)



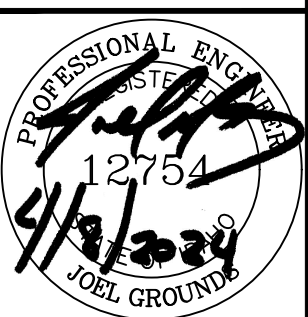
Revisions:

• SIGNATURES •

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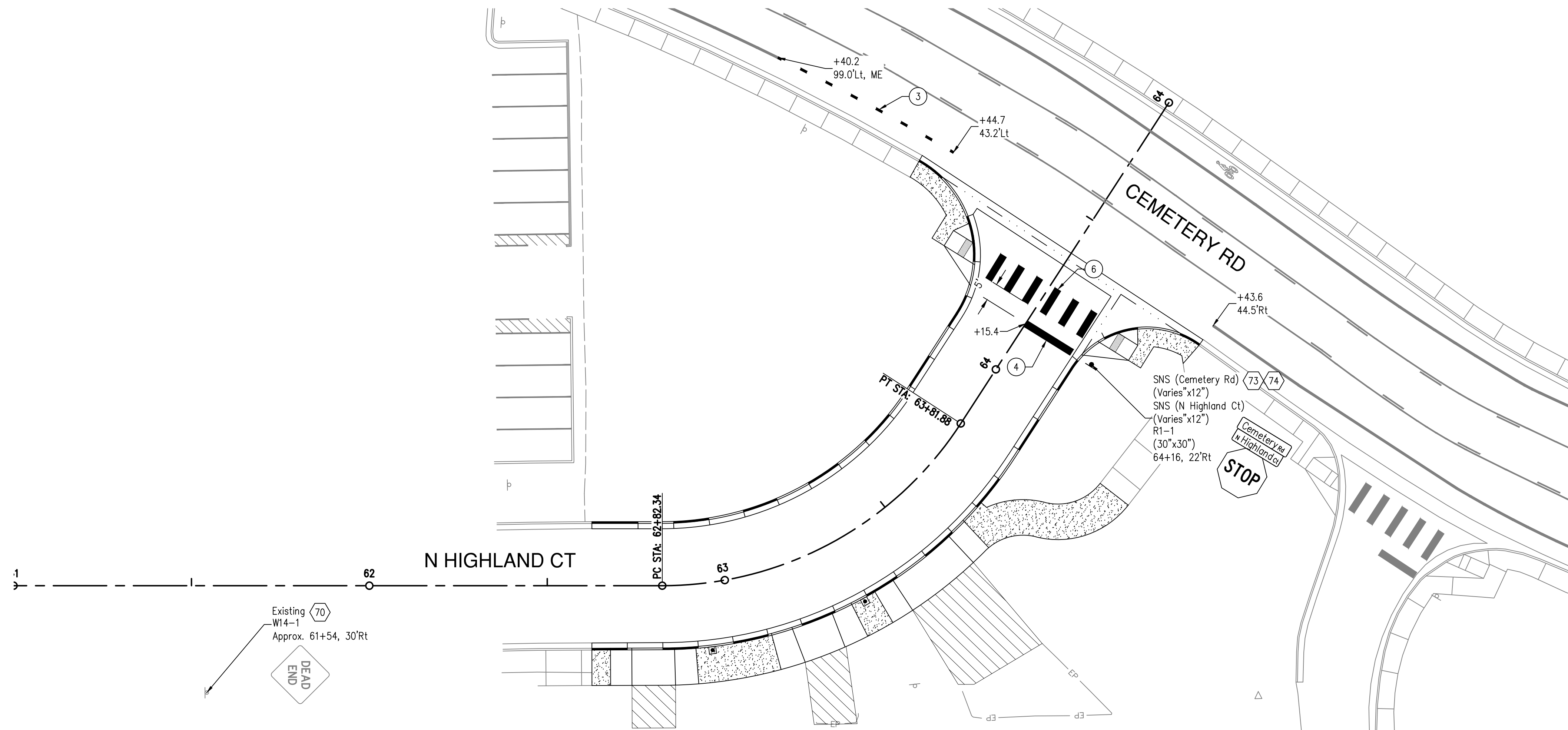
Signing & Pavement Markings Plan

PRECISION ENGINEERING



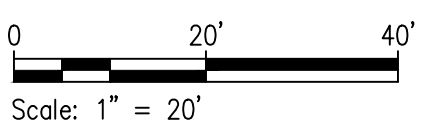
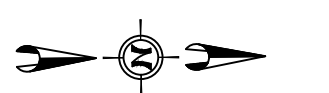
NOTES

- 70 Remove And Salvage Roadside Sign, Item 201.4.1.C.1
 - 73 Install Roadside Sign Face, Item 1105.4.1.A.5
 - 74 Roadside Traffic Sign Installation (One Metal Post), Item 1105.4.1.C.1
1. All Signing And Pavement Markings Shall Be Installed In Accordance With The 2009 MUTCD And 2004 SHS For Signing And Pavement Marking Details.
 2. All Asphalt Pavement Marking Symbols, Words, Crosswalks, Yield Bars And Stop Bars Shall Be Thermoplastic, Item 630-010A. All Remaining Pavement Markings Shall Be Waterborne Paint, Item 630-025A.
 3. Waterborne Pavement Marking Quantities Are Measured By The Foot Of Applied 4" Marking (E.G., 1 foot Of 8" Marking Is Measured As 2 Feet). Waterborne Pavement Marking Quantities Shown Have Also Been Doubled To Account For 2 Paint Applications As Required Under Section 630, Item 630-025A.
 4. Pavement Marking Dimensions Shown Are From Lip Of Gutter, Edge Of Pavement, Face Of Extruded Curb And To The Center Of The Pavement Marking.



LEGEND

- ① 4" Double Solid Yellow With 4" Gap
- ② 8" Solid White
- ③ 8" White, 2' Stripe With 6" Gap
- ④ 24" Solid White Stop Bar
- ⑤ 24" Solid White, 8' Long With 2' Break And 4" Gap
- ⑥ 24" Solid White, 8' Long With 4" Gap
- ↘ Turn Arrow Symbol, White (Area = 16 SF)
- 🚲 Bike Lane Symbol, White (Area = 7 SF)



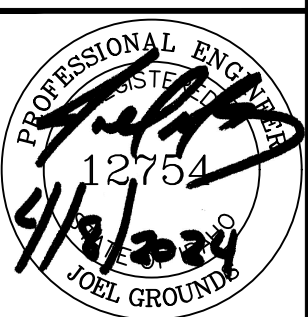
Revisions:

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Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

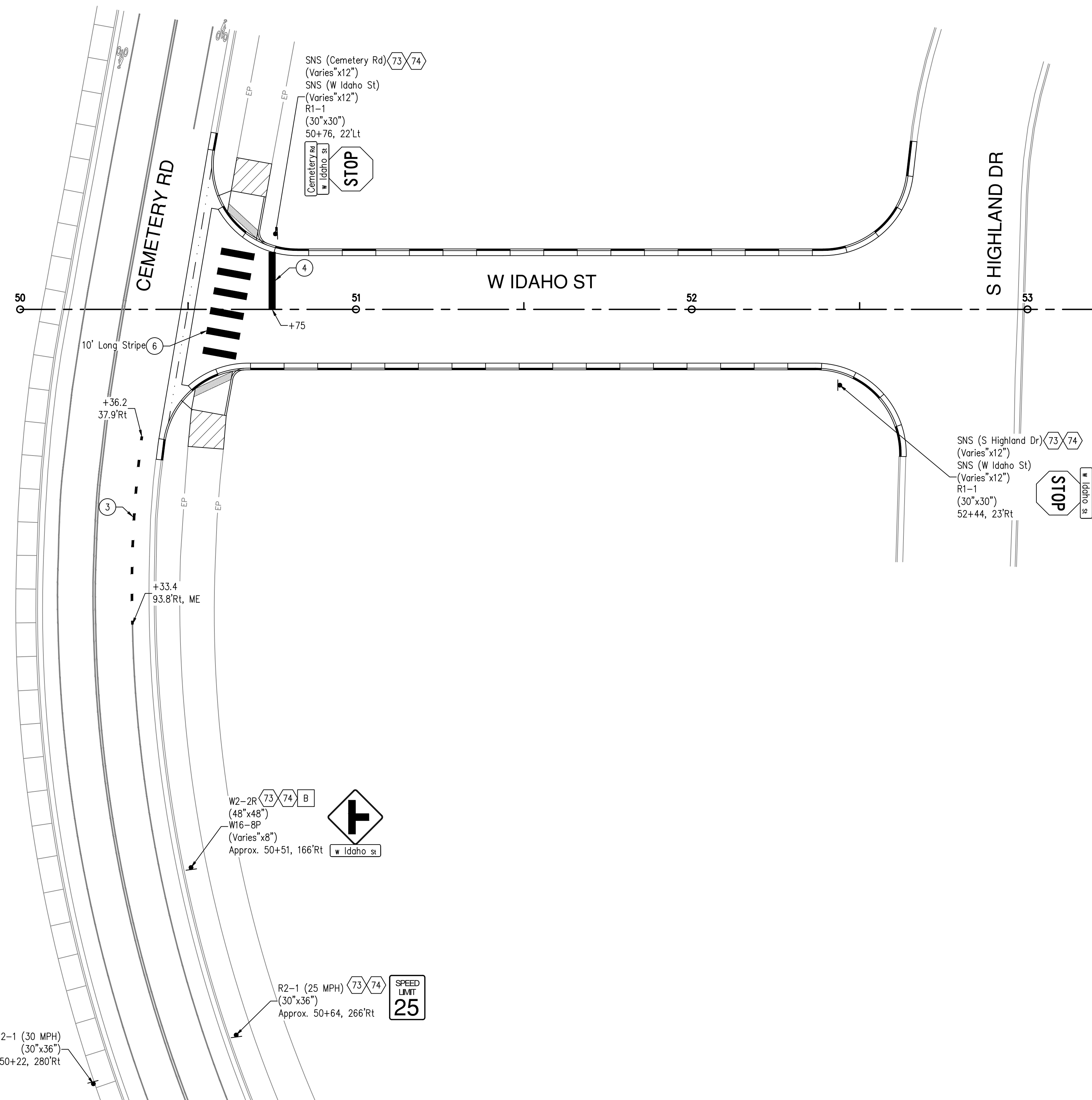
SHEET TITLE

Signing & Pavement Markings Plan



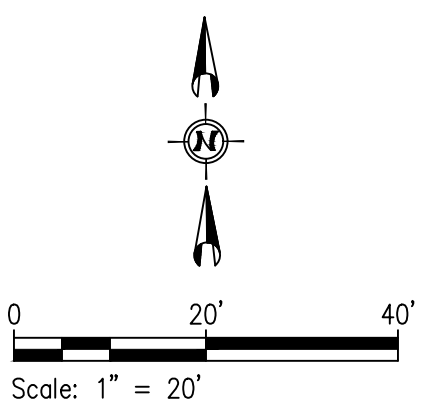
NOTES

- 73 Install Roadside Sign Face, Item 1105.4.1.A.5
- 74 Roadside Traffic Sign Installation (One Metal Post), Item 1105.4.1.C.1
- 1. All Signing And Pavement Markings Shall Be Installed In Accordance With The 2009 MUTCD And 2004 SHS For Signing And Pavement Marking Details.
- 2. All Asphalt Pavement Marking Symbols, Words, Crosswalks, Yield Bars And Stop Bars Shall Be Thermoplastic, Item 630-010A. All Remaining Pavement Markings Shall Be Waterborne Paint, Item 630-025A.
- 3. Waterborne Pavement Marking Quantities Are Measured By The Foot Of Applied 4" Marking (E.G., 1 foot Of 8" Marking Is Measured As 2 Feet). Waterborne Pavement Marking Quantities Shown Have Also Been Doubled To Account For 2 Paint Applications As Required Under Section 630, Item 630-025A.
- 4. Pavement Marking Dimensions Shown Are From Lip Of Gutter, Edge Of Pavement, Face Of Extruded Curb And To The Center Of The Pavement Marking.
- B Install Signs (W2-2) And (W16-8P) Approximately 150' South Of West Idaho Street And Minimum Of 3' Behind Top Back Of Curb. The Location Shall Be Field Verified By The City Of Middleton Prior To Installation.



LEGEND

- ① 4" Double Solid Yellow With 4" Gap
- ② 8" Solid White
- ③ 8" White, 2' Stripe With 6' Gap
- ④ 24" Solid White Stop Bar
- ⑤ 24" Solid White, 8' Long With 2' Break And 4' Gap
- ⑥ 24" Solid White, 8' Long With 4' Gap
- Turn Arrow Symbol, White (Area = 16 SF)
- Bike Lane Symbol, White (Area = 7 SF)



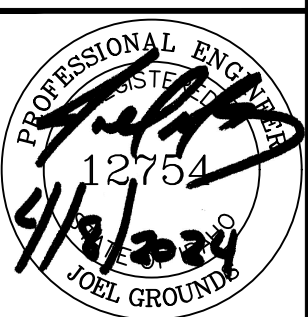
Revisions:

• SIGNATURES •

• SHEET TITLE •

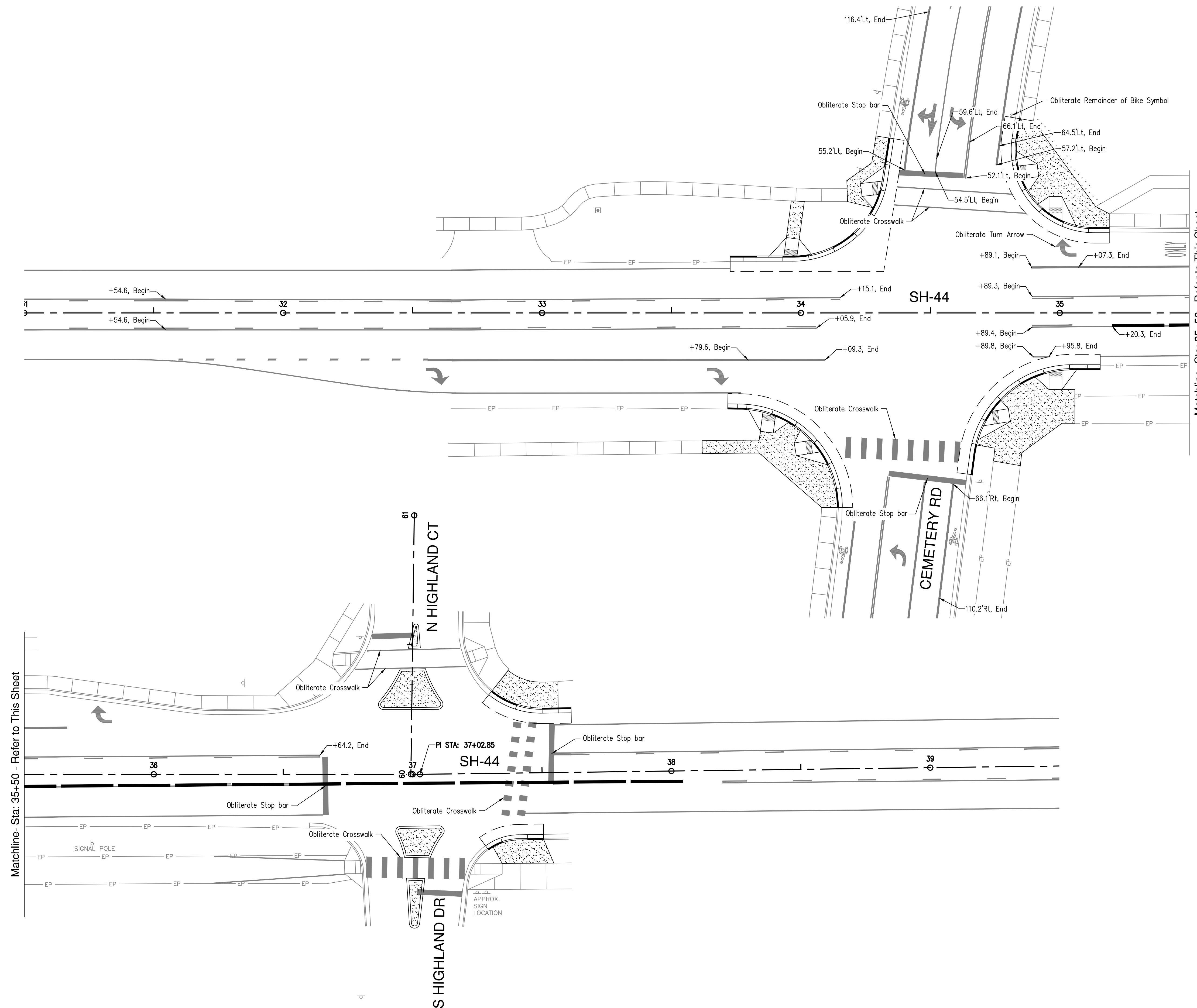
Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

Signing & Pavement Markings Plan



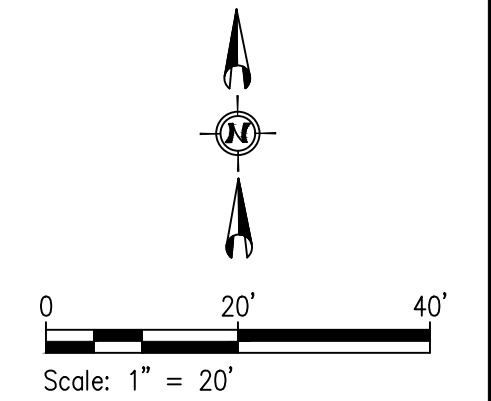
NOTES

- Contractor To Completely Obliterate Pavement Markings As Shown Or As Directed By The City Of Middleton, Item SSP 11400.



Matchline- Sta: 35+50 - Refer to This Sheet

Matchline- Sta: 35+50 - Refer to This Sheet



Revisions:	• S I G N A T U R E S •		
	Design By: Precision	Date: 04/2024	Drawn By: Precision

• S H E E T T I T L E •

Pavement Markings Obliteration Plan

City of Middleton
1103 West Main Street, Middleton, Idaho, 83644.
middleton.id.gov

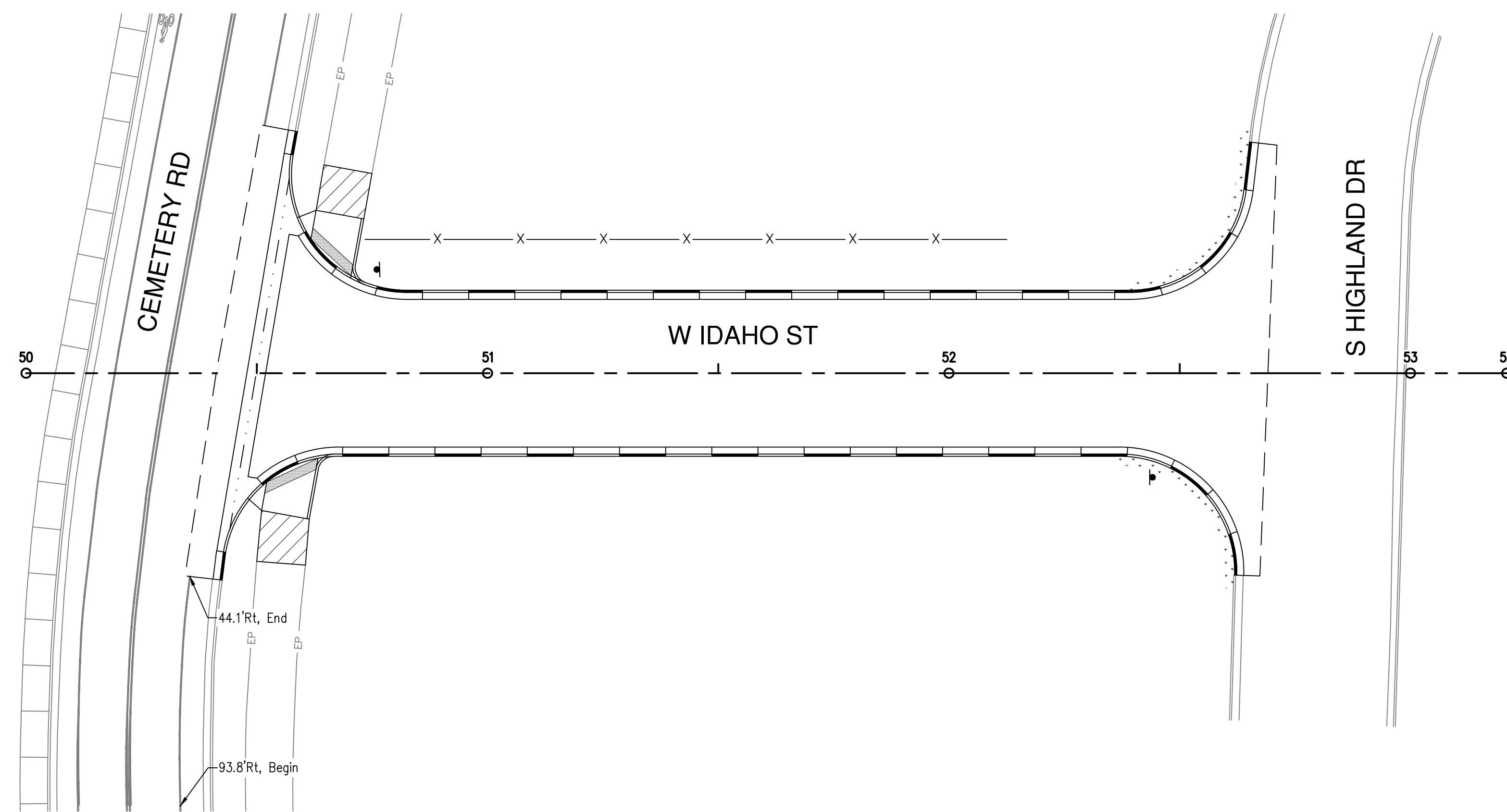
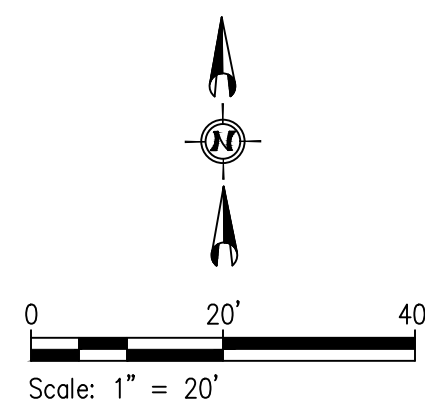
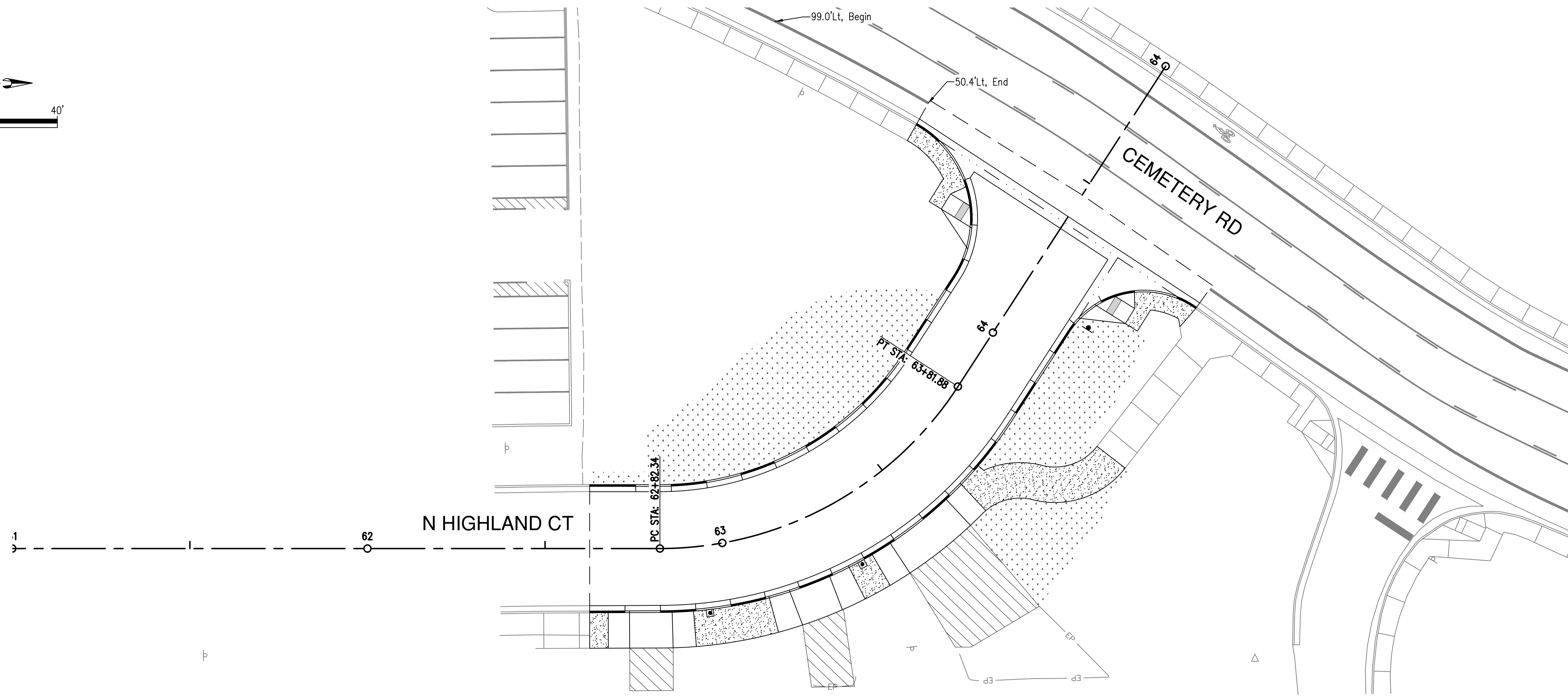
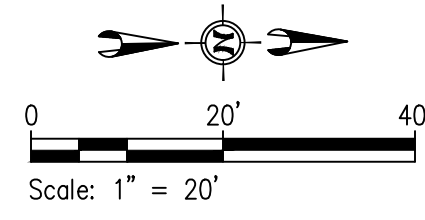
Project Number: 23005

Project Name: Cemetery Rd And SH-44 Intersection, Middleton

Sheet 23 Of 35

NOTES

- Contractor To Completely Obliterate Pavement Markings As Shown Or As Directed By The City Of Middleton, Item SSP 11400.



Revisions:

• SIGNATURES •

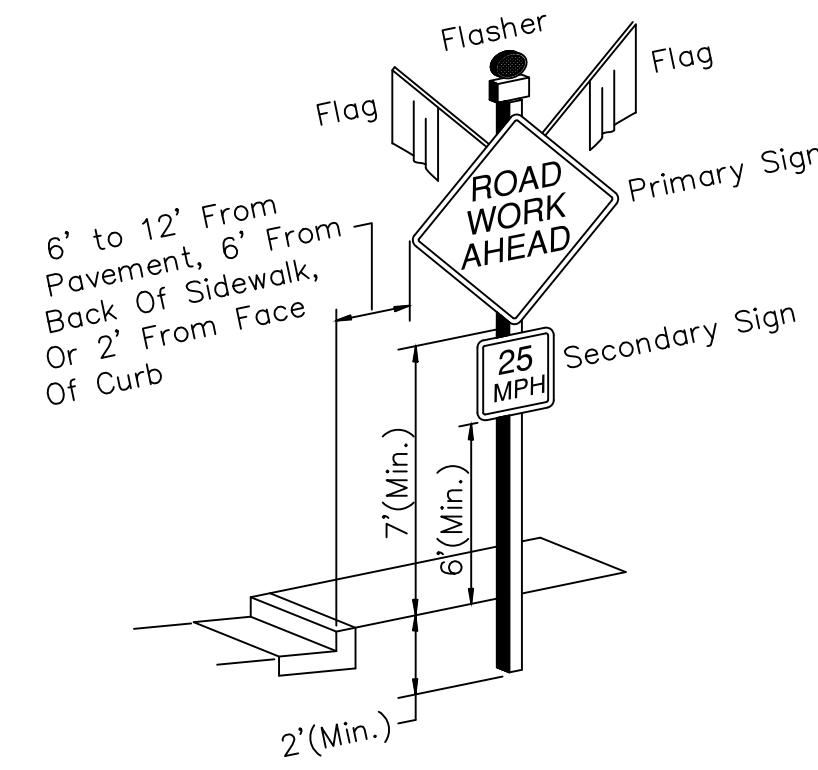
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Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

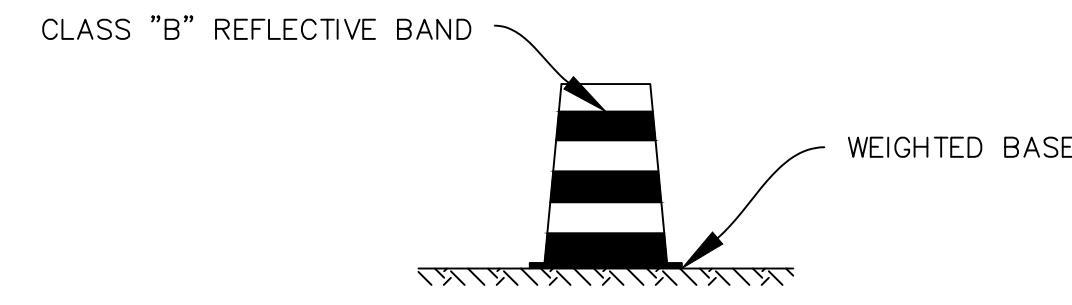
Pavement Markings Obliteration Plan



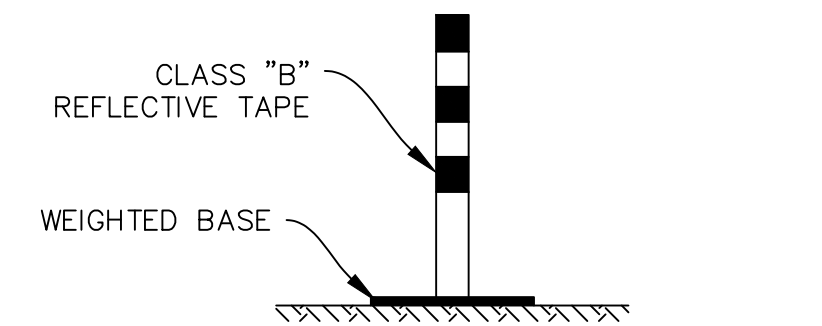
- The Existing Stop Control For The Intersection Shall Remain In Effect Until The Traffic Signal Is Fully Operational. This May Require Relocation Of Signs To Accommodate Construction, Item 1103.4.1.J.1.
- Lane Restrictions Allowed During Off Peak Hours Of 9:30 AM To 3:30 PM. The Contractor Shall Maintain The Existing Lane Configuration Consisting Of One Travel Lane In Each Direction (11' Min Width) On SH-44 During All Other Times.
- The Contractor Shall Maintain One Travel Lane In Each Direction (11' Min Width) On Cemetery Road.
- All Private Driveways And Business Approaches Shall Remain Open And Accessible During Construction At All Times.
- If The Traffic Control Plan As Shown Does Not Conform To The Contractor's Method Of Operation, The Contractor Shall Submit A New Traffic Control Plan For Approval By City Of Middleton And ITD Prior To The Beginning Of Construction. Included Any Flagging Set Ups Required To Install Traffic Signal Mast Arms.
- Taper Lengths And Construction Traffic Control Devices Shall Meet Or Exceed The Requirements Of The Manual On Uniform Traffic Control Devices (MUTCD), As Adopted By The State.
- Distances Between Signs Are Minimums. Some Adjustments May Be Necessary In The Field Depending On Conditions Encountered.
- Construction Signage That Is Not In Use Shall Be Completely Covered Or Removed From The Roadway And Sidewalks.
- Construction Warning Signs Shall Have Two Warning Flags And A Battery Operated Flashing Warning Light In Operation During The Hours Of Darkness.
- All Signs Shown Shall Be Post-Mounted Unless Otherwise Approved.
- Install Temporary "New Traffic Pattern Ahead" (W23-2) Signs When Traffic Signal Becomes Operational. Contractor To Remove W23-2 Signs Between 3-6 Months After Traffic Signal Is Operational, Or As Directed By ITD Or The City.
- Contractor Shall Provide A Traffic Control Plan For Pavement Marking Obliteration Work, Incidental To Other Traffic Control Items.
- Temporary Asphalt Sidewalk For Temporary Pedestrian Access Route And Temporary Pedestrian Ramp To Be 5' Wide Minimum. Temporary Asphalt Sidewalk Includes Truncated Domes As Necessary, Item SSP 08104.



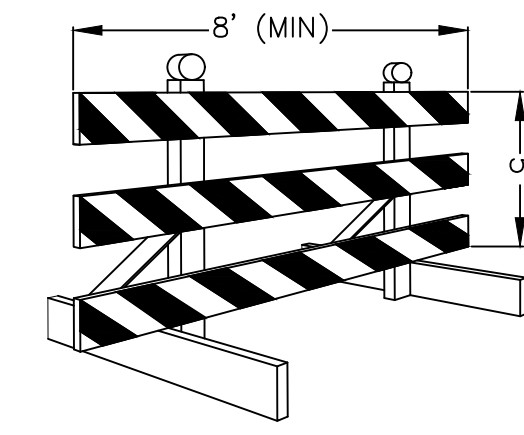
TYPICAL SIGN INSTALLATION



CLASS "B" DRUM DETAIL



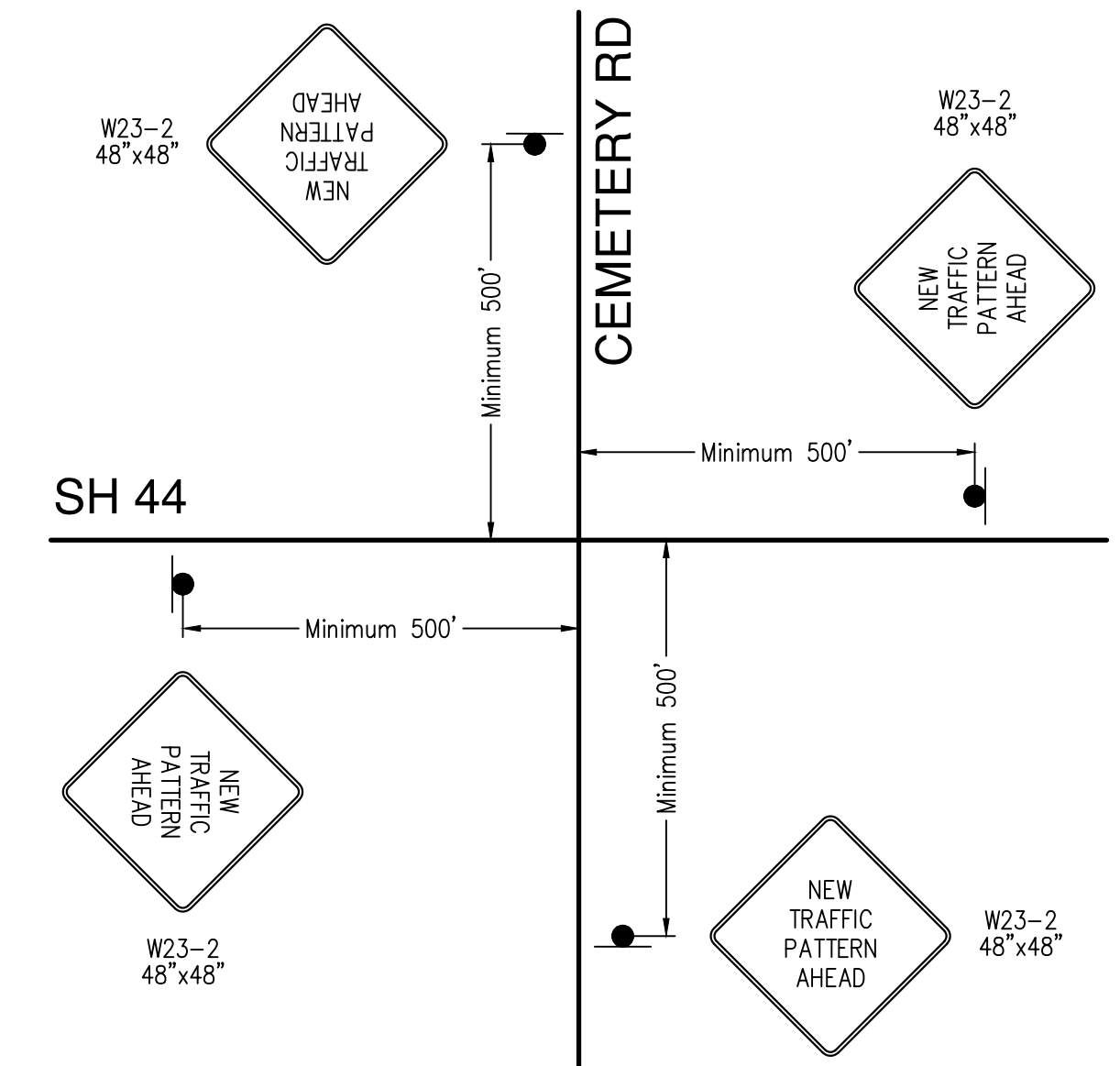
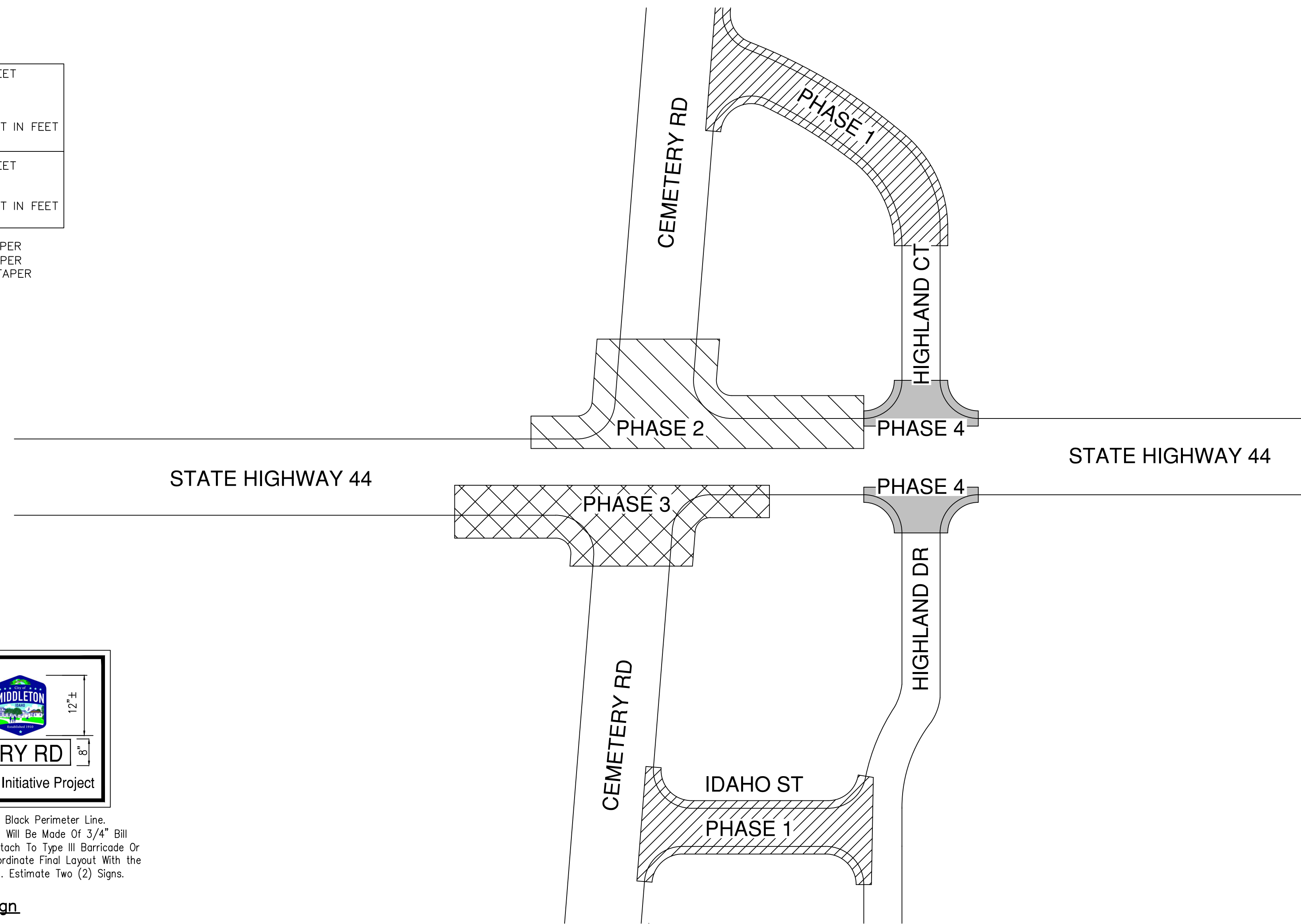
PORTABLE TUBULAR MARKER DETAIL



TYPE III BARRICADE

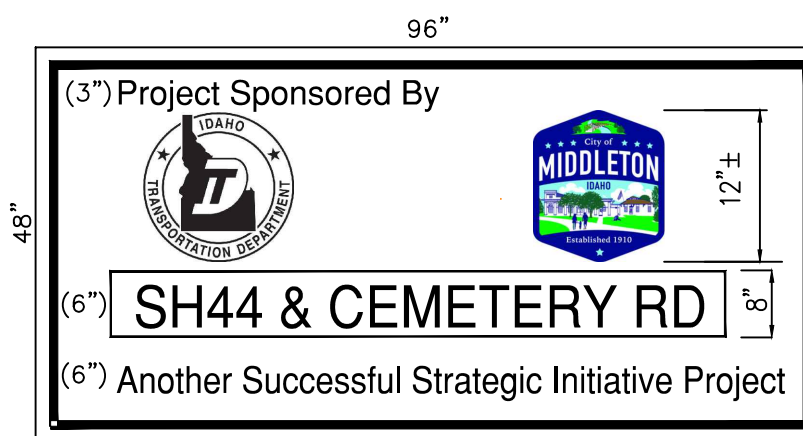
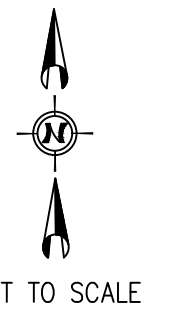
TAPER LENGTH (L) FEET (40 MPH OR LESS)	
$L = \frac{WS^2}{60}$	
W = WIDTH OF OFFSET IN FEET	S = POSTED SPEED
TAPER LENGTH (L) FEET (45 MPH OR MORE)	
$L = WS$	
W = WIDTH OF OFFSET IN FEET	S = POSTED SPEED

- L = MERGING TAPER
- 1/2 L = SHIFTING TAPER
- 2/3 L = SHOULDER TAPER



NEW TRAFFIC PATTERN DETAIL

Refer To Note 11.



White Background With Black Letters And 1" Black Perimeter Line. Project Name Will Have A 1/2" Border. Sign Will Be Made Of 3/4" Bill Board Plywood Or Traffic Sign Aluminum. Attach To Type III Barricade Or Install With 2-4x4 Posts. Contractor To Coordinate Final Layout With The City Of Middleton And ITD Before Fabrication. Estimate Two (2) Signs.

Informational Sign

Revisions:

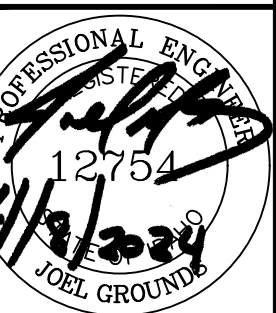
• SIGNATURES •

Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

• SHEET TITLE •

Phasing Key Map

PRECISION ENGINEERING

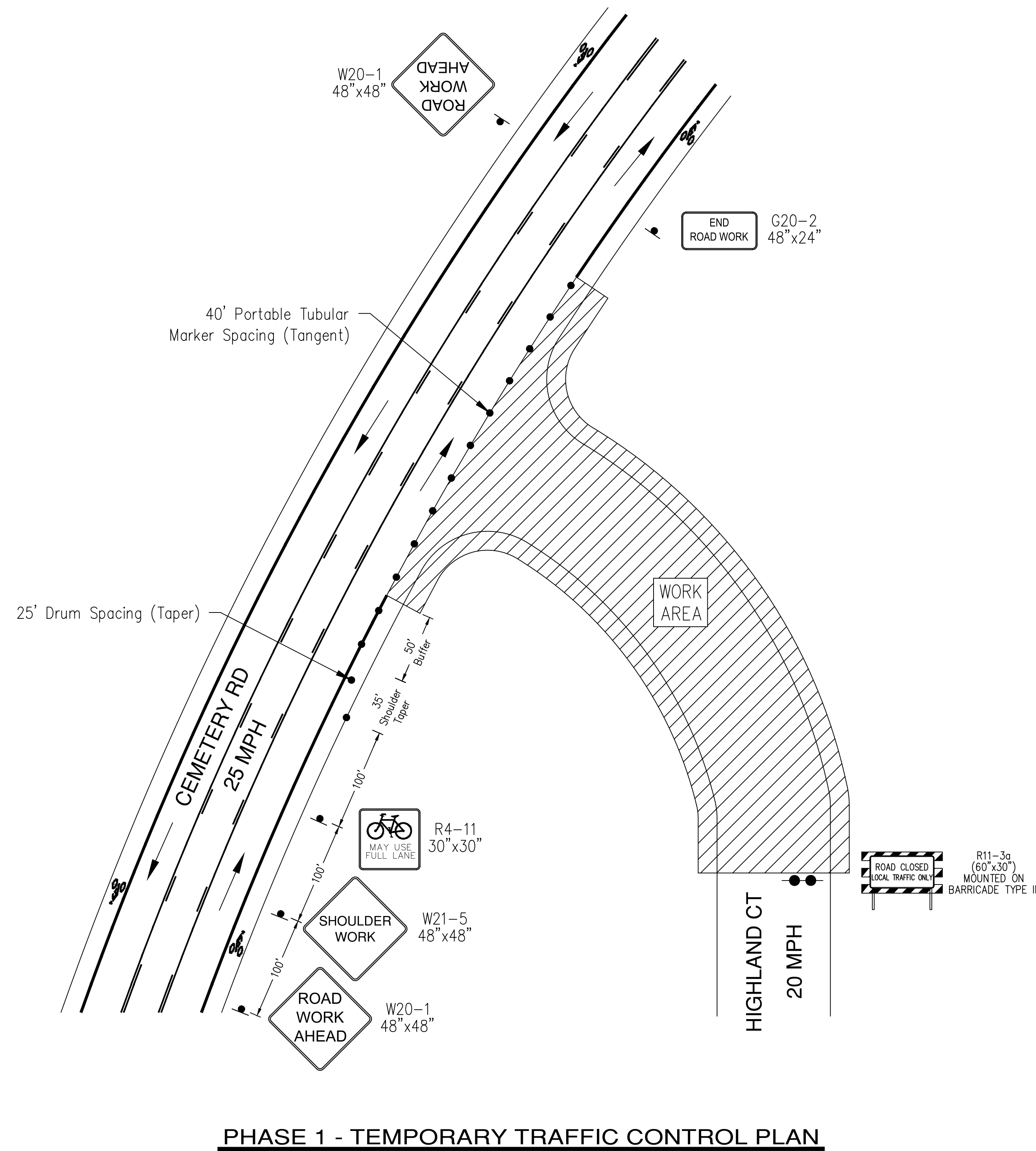


L E G E N D

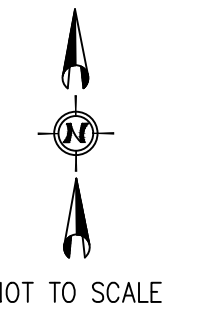
- Sign
- Drum / Tubular Marker
- ▨ Work Area
- Type III Barricade, Item 1103.4.1.C.1.C

N O T E S

1. The Existing Stop Control For The Intersection Shall Remain In Effect Until The Traffic Signal Is Fully Operational. This May Require Relocation Of Signs To Accommodate Construction, Item 1103.4.1.J.1.
2. Lane Restrictions Allowed During Off Peak Hours Of 9:30 AM To 3:30 PM. The Contractor Shall Maintain The Existing Lane Configuration Consisting Of One Travel Lane In Each Direction (11' Min Width) On SH-44 During All Other Times.
3. The Contractor Shall Maintain One Travel Lane In Each Direction (11' Min Width) On Cemetery Road.
4. All Private Driveways And Business Approaches Shall Remain Open And Accessible During Construction At All Times.
5. If The Traffic Control Plan As Shown Does Not Conform To The Contractor's Method Of Operation, The Contractor Shall Submit A New Traffic Control Plan For Approval By City Of Middleton And ITD Prior To The Beginning Of Construction. Included Any Flagging Set Ups Required To Install Traffic Signal Mast Arms.
6. Taper Lengths And Construction Traffic Control Devices Shall Meet Or Exceed The Requirements Of The Manual On Uniform Traffic Control Devices (MUTCD), As Adopted By The State.
7. Distances Between Signs Are Minimums. Some Adjustments May Be Necessary In The Field Depending On Conditions Encountered.
8. Construction Signing That Is Not In Use Shall Be Completely Covered Or Removed From The Roadway And Sidewalks.
9. Construction Warning Signs Shall Have Two Warning Flags And A Battery Operated Flashing Warning Light In Operation During The Hours Of Darkness.
10. All Signs Shown Shall Be Post-Mounted Unless Otherwise Approved.
11. Install Temporary "New Traffic Pattern Ahead" (W23-2) Signs When Traffic Signal Becomes Operational. Contractor To Remove W23-2 Signs Between 3-6 Months After Traffic Signal Is Operational, Or As Directed By ITD Or The City.
12. Contractor Shall Provide A Traffic Control Plan For Pavement Marking Obliteration Work, Incidental To Other Traffic Control Items.
13. Temporary Asphalt Sidewalk For Temporary Pedestrian Access Route And Temporary Pedestrian Ramp To Be 5' Wide Minimum. Temporary Asphalt Sidewalk Includes Truncated Domes As Necessary, Item SSP 08104.



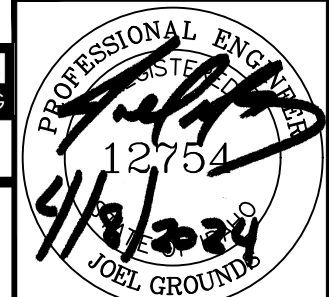
PHASE 1 - TEMPORARY TRAFFIC CONTROL PLAN



Revisions: _____

• S I G N A T U R E S •
 Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

• S H E E T T I T L E •
Phase 1 (1 of 4)

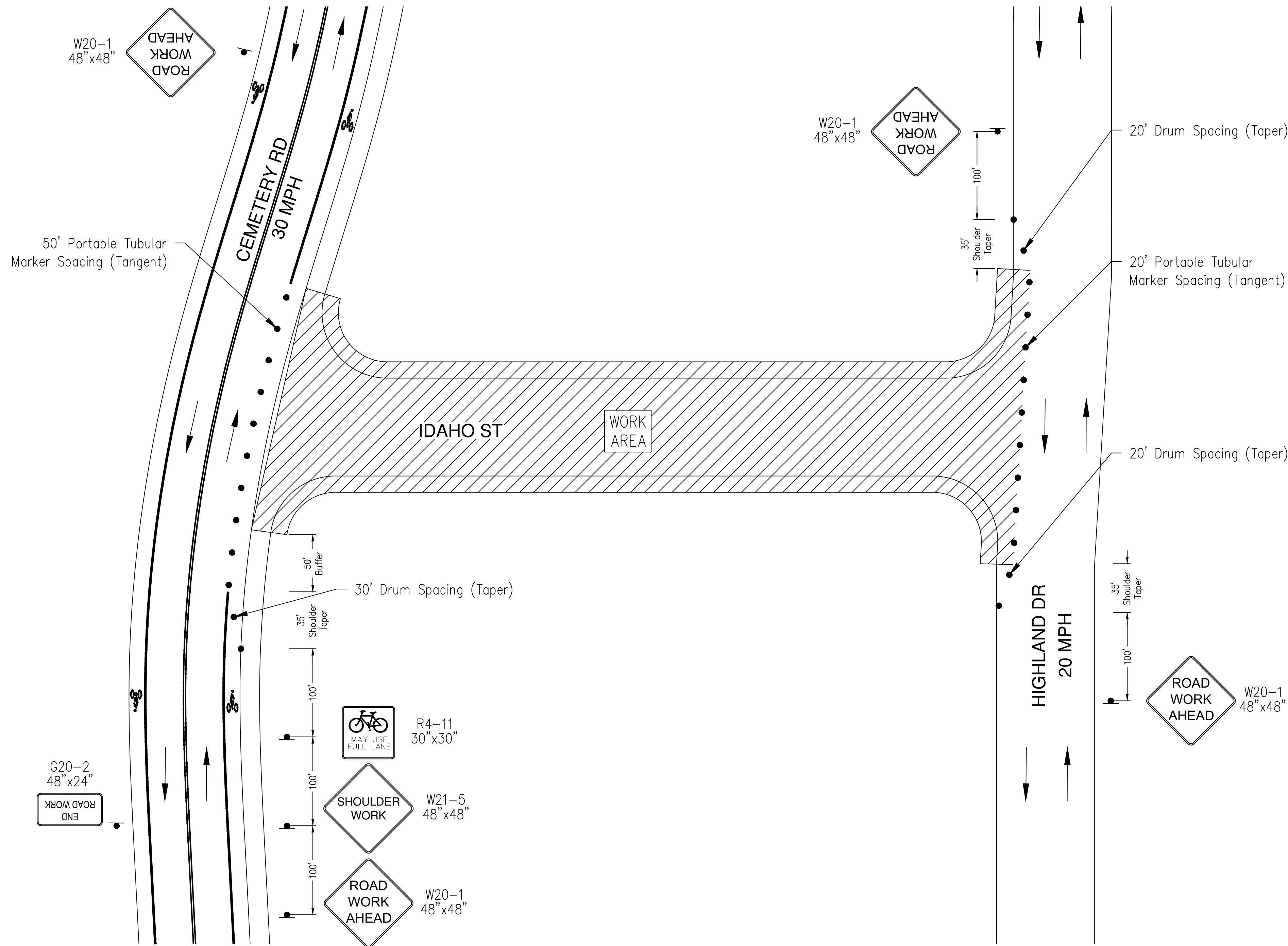


LEGEND

- Sign
- Drum / Tubular Marker
- ▨ Work Area

NOTES

1. The Existing Stop Control For The Intersection Shall Remain In Effect Until The Traffic Signal Is Fully Operational. This May Require Relocation Of Signs To Accommodate Construction, Item 1103.4.1.J.1.
2. Lane Restrictions Allowed During Off Peak Hours Of 9:30 AM To 3:30 PM. The Contractor Shall Maintain The Existing Lane Configuration Consisting Of One Travel Lane In Each Direction (11' Min Width) On SH-44 During All Other Times.
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5. If The Traffic Control Plan As Shown Does Not Conform To The Contractor's Method Of Operation, The Contractor Shall Submit A New Traffic Control Plan For Approval By City Of Middleton And ITD Prior To The Beginning Of Construction. Included Any Flagging Set Ups Required To Install Traffic Signal Mast Arms.
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7. Distances Between Signs Are Minimums. Some Adjustments May Be Necessary In The Field Depending On Conditions Encountered.
8. Construction Signing That Is Not In Use Shall Be Completely Covered Or Removed From The Roadway And Sidewalks.
9. Construction Warning Signs Shall Have Two Warning Flags And A Battery Operated Flashing Warning Light In Operation During The Hours Of Darkness.
10. All Signs Shown Shall Be Post-Mounted Unless Otherwise Approved.
11. Install Temporary "New Traffic Pattern Ahead" (W23-2) Signs When Traffic Signal Becomes Operational. Contractor To Remove W23-2 Signs Between 3-6 Months After Traffic Signal Is Operational, Or As Directed By ITD Or The City.
12. Contractor Shall Provide A Traffic Control Plan For Pavement Marking Obliteration Work, Incidental To Other Traffic Control Items.
13. Temporary Asphalt Sidewalk For Temporary Pedestrian Access Route And Temporary Pedestrian Ramp To Be 5' Wide Minimum. Temporary Asphalt Sidewalk Includes Truncated Domes As Necessary, Item SSP 08104.



PHASE 1 - TEMPORARY TRAFFIC CONTROL PLAN

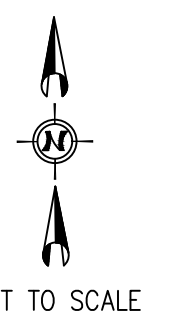
Revisions:

• SIGNATURES •




• SHEET TITLE •

Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

Phase 1 (2 of 4)

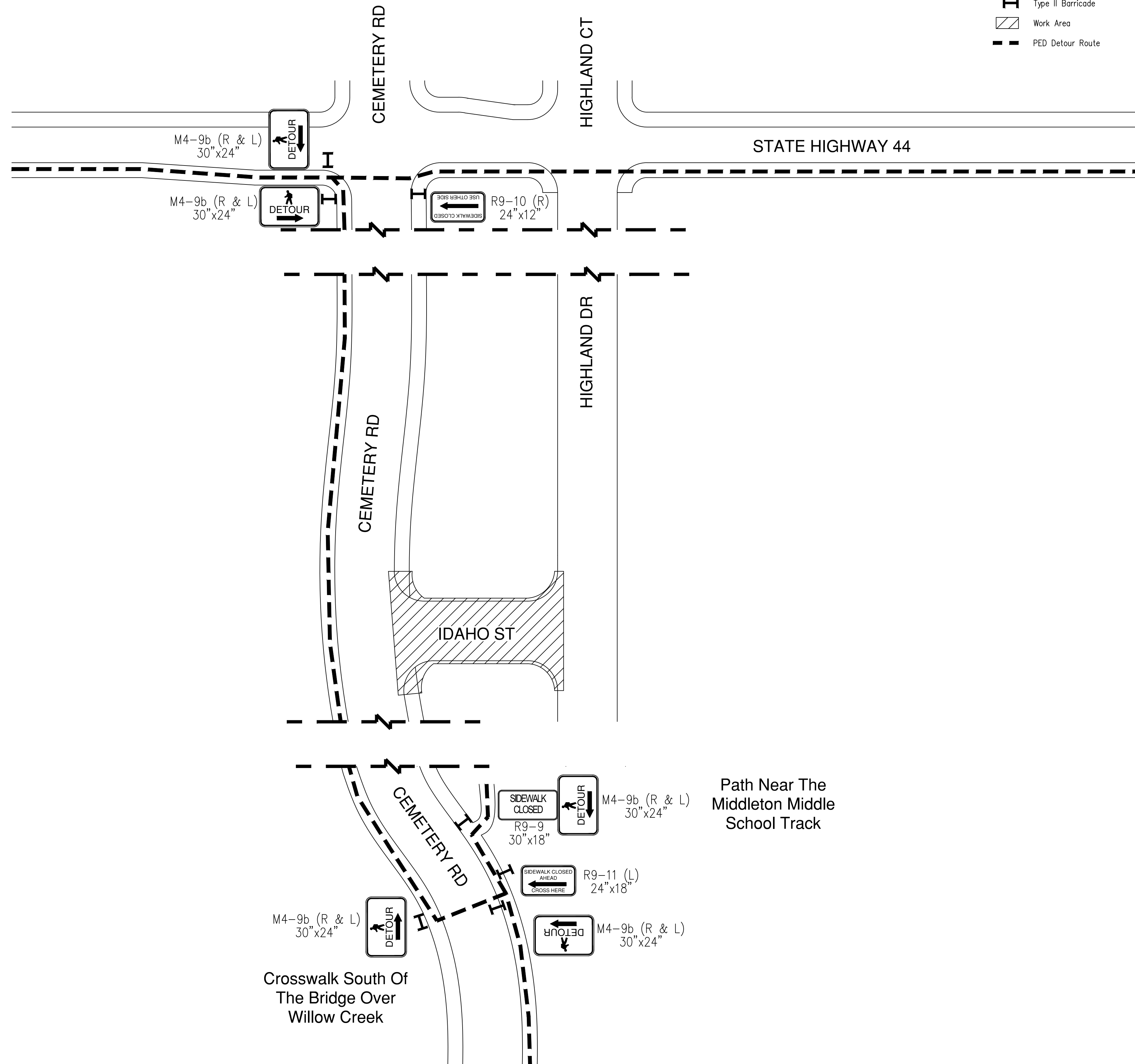


L E G E N D

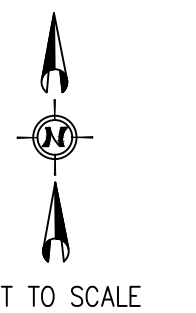
-  Type II Barricade
-  Work Area
-  PED Detour Route

N O T E S

1. The Existing Stop Control For The Intersection Shall Remain In Effect Until The Traffic Signal Is Fully Operational. This May Require Relocation Of Signs To Accommodate Construction, Item 1103.4.1.J.1.
2. Lane Restrictions Allowed During Off Peak Hours Of 9:30 AM To 3:30 PM. The Contractor Shall Maintain The Existing Lane Configuration Consisting Of One Travel Lane In Each Direction (11' Min Width) On SH-44 During All Other Times.
3. The Contractor Shall Maintain One Travel Lane In Each Direction (11' Min Width) On Cemetery Road.
4. All Private Driveways And Business Approaches Shall Remain Open And Accessible During Construction At All Times.
5. If The Traffic Control Plan As Shown Does Not Conform To The Contractor's Method Of Operation, The Contractor Shall Submit A New Traffic Control Plan For Approval By City Of Middleton And ITD Prior To The Beginning Of Construction. Included Any Flagging Set Ups Required To Install Traffic Signal Mast Arms.
6. Taper Lengths And Construction Traffic Control Devices Shall Meet Or Exceed The Requirements Of The Manual On Uniform Traffic Control Devices (MUTCD), As Adopted By The State.
7. Distances Between Signs Are Minimums. Some Adjustments May Be Necessary In The Field Depending On Conditions Encountered.
8. Construction Signing That Is Not In Use Shall Be Completely Covered Or Removed From The Roadway And Sidewalks.
9. Construction Warning Signs Shall Have Two Warning Flags And A Battery Operated Flashing Warning Light In Operation During The Hours Of Darkness.
10. All Signs Shown Shall Be Post-Mounted Unless Otherwise Approved.
11. Install Temporary "New Traffic Pattern Ahead" (W23-2) Signs When Traffic Signal Becomes Operational. Contractor To Remove W23-2 Signs Between 3-6 Months After Traffic Signal Is Operational, Or As Directed By ITD Or The City.
12. Contractor Shall Provide A Traffic Control Plan For Pavement Marking Obliteration Work, Incidental To Other Traffic Control Items.
13. Temporary Asphalt Sidewalk For Temporary Pedestrian Access Route And Temporary Pedestrian Ramp To Be 5' Wide Minimum. Temporary Asphalt Sidewalk Includes Truncated Domes As Necessary, Item SSP 08104.



PHASE 1 - PEDESTRIAN DETOUR PLAN



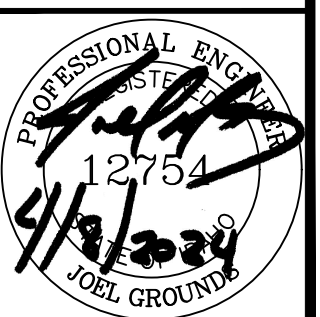
Revisions:

• S I G N A T U R E S •




• S H E E T T I T L E •

Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

Phase 1 (3 of 4)

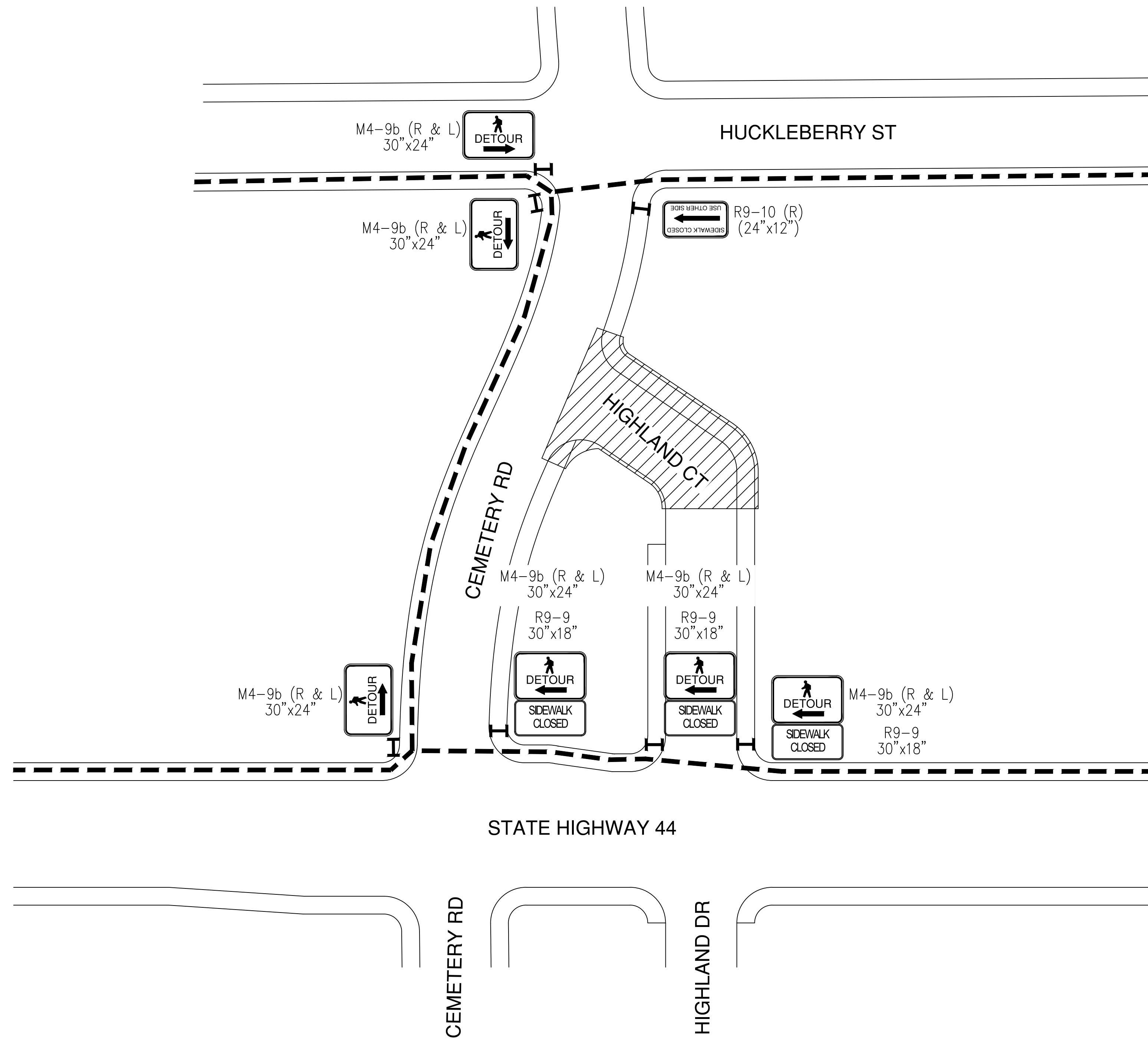


L E G E N D

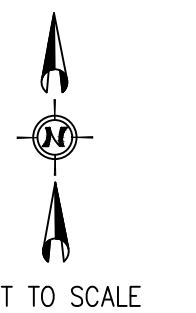
-  Type II Barricade
-  Work Area
-  PED Detour Route

N O T E S

1. The Existing Stop Control For The Intersection Shall Remain In Effect Until The Traffic Signal Is Fully Operational. This May Require Relocation Of Signs To Accommodate Construction, Item 1103.4.1.J.1.
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13. Temporary Asphalt Sidewalk For Temporary Pedestrian Access Route And Temporary Pedestrian Ramp To Be 5' Wide Minimum. Temporary Asphalt Sidewalk Includes Truncated Domes As Necessary, Item SSP 08104.



PHASE 1 - PEDESTRIAN DETOUR PLAN



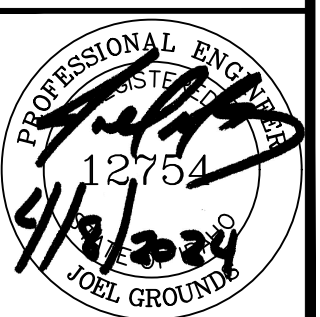
Revisions:

• S I G N A T U R E S •

• S H E E T T I T L E •

Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

Phase 1 (4 of 4)

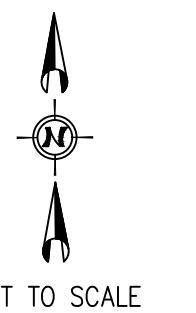
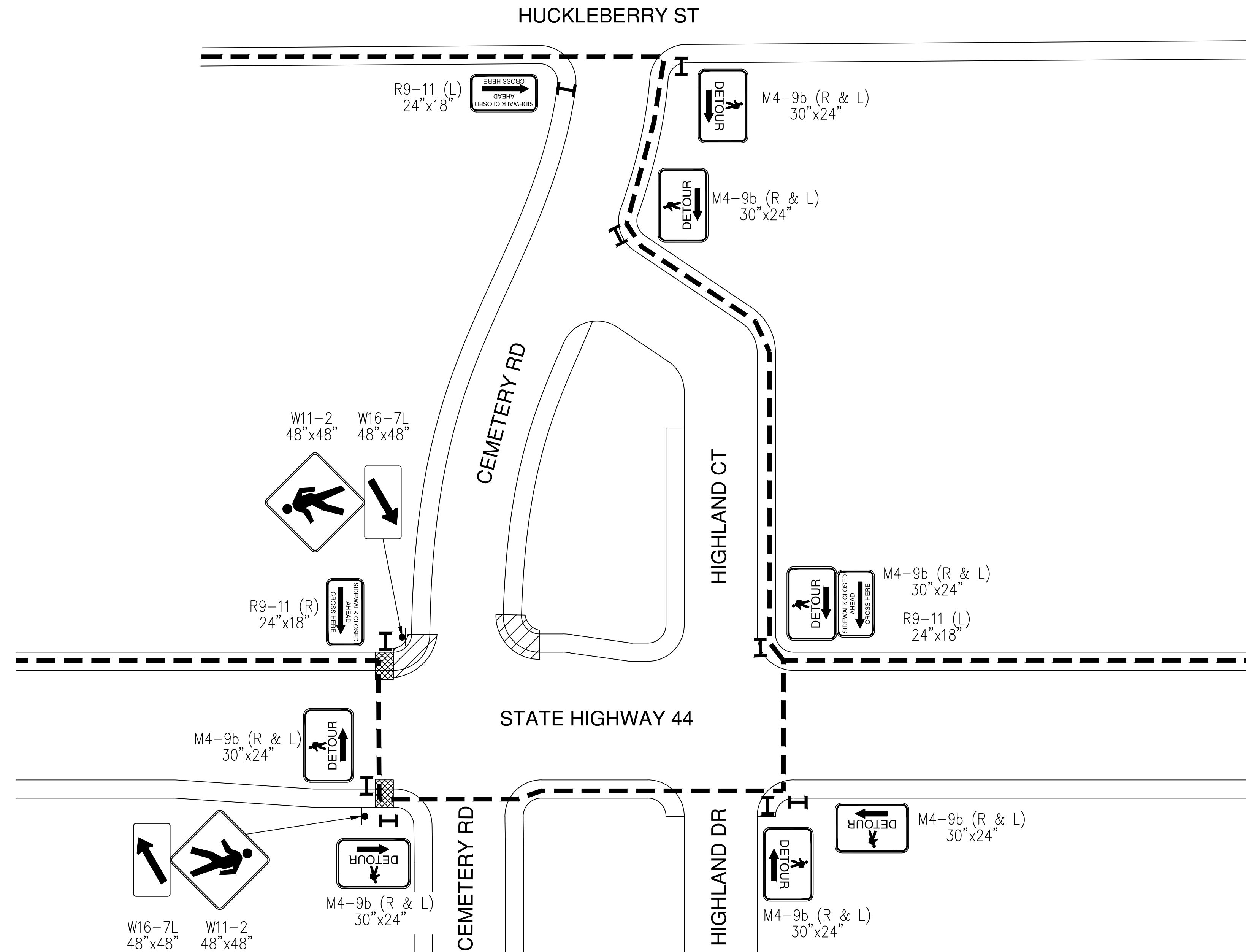


L E G E N D

- Sign
- ⊃ Type II Barricade
- ▨ Work Area
- ▩ Temporary Pedestrian Ramp
- PED Detour Route

N O T E S

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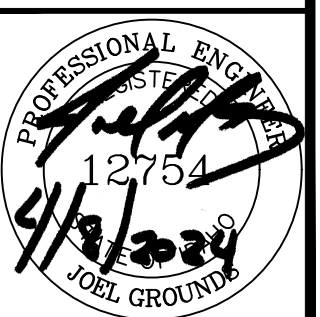
Revisions:

• S I G N A T U R E S •

• S H E E T T I T L E •

Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

Phase 2 (2 of 2)

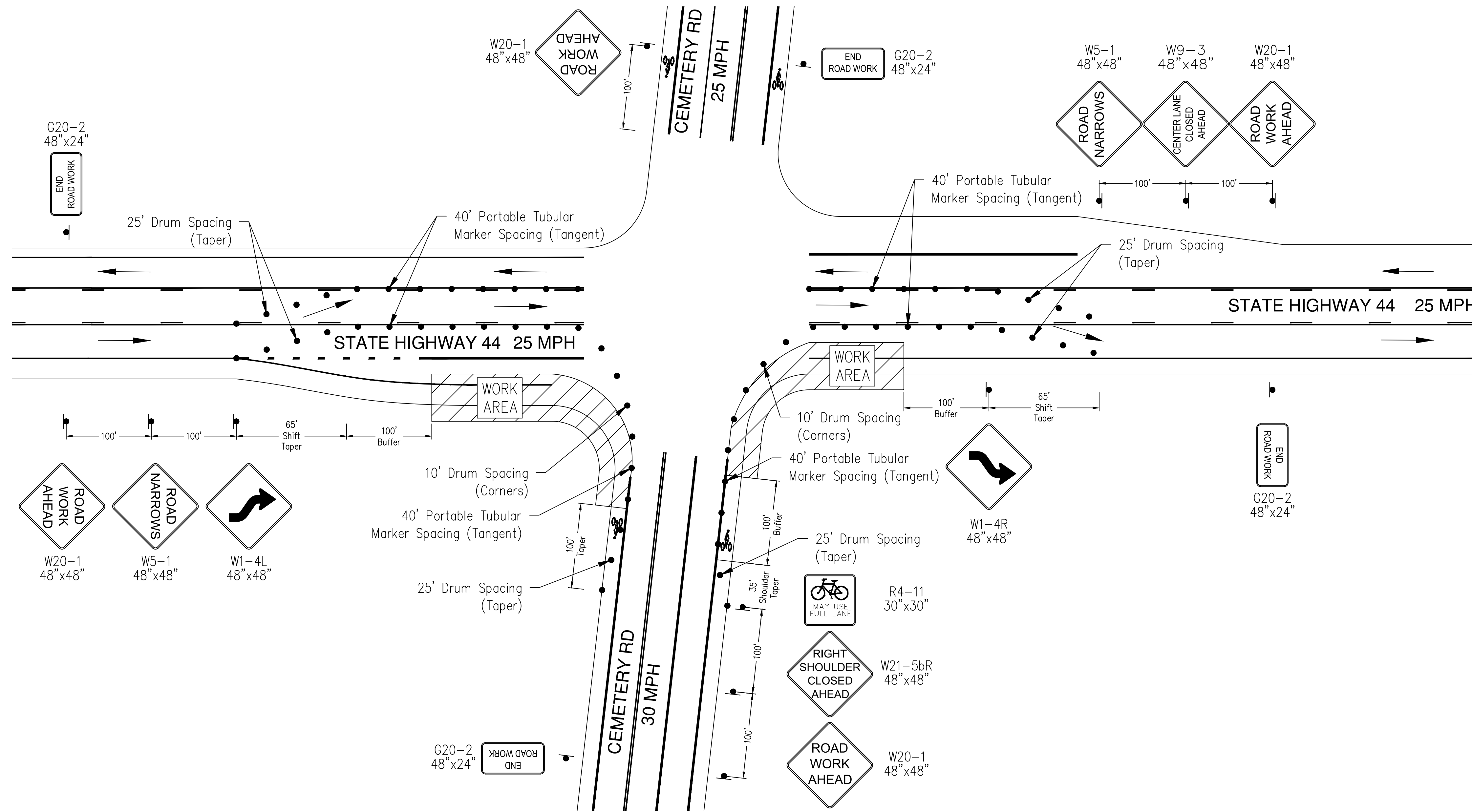


LEGEND

- Sign
- Drum / Tubular Marker
- ▨ Work Area

NOTES

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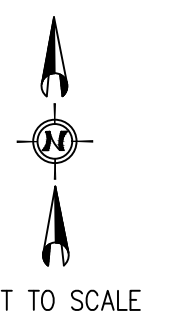
Revisions:

• SIGNATURES •






• SHEET TITLE •

Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

Phase 3 (1 of 2)

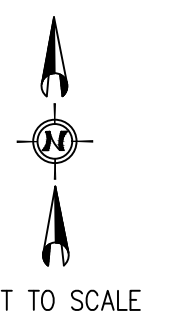
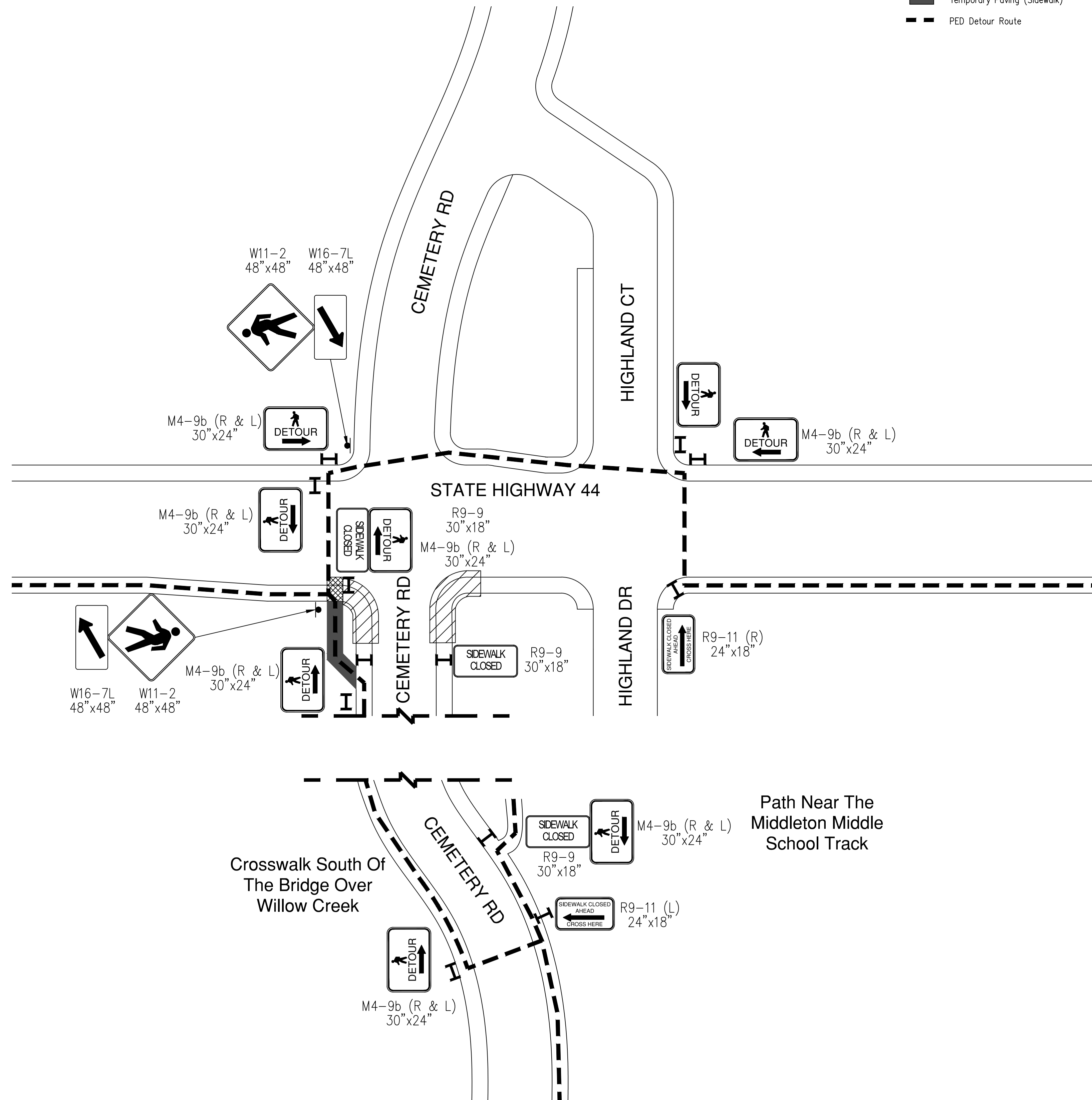


L E G E N D

-  Type II Barricade
-  Work Area
-  Temporary Pedestrian Ramp
-  Temporary Paving (Sidewalk)
-  PED Detour Route

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Revisions:

• S I G N A T U R E S •

• S H E E T T I T L E •

Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

Phase 3 (2 of 2)

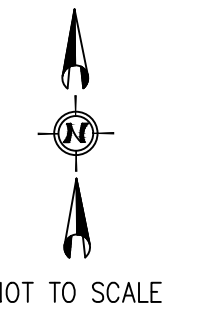
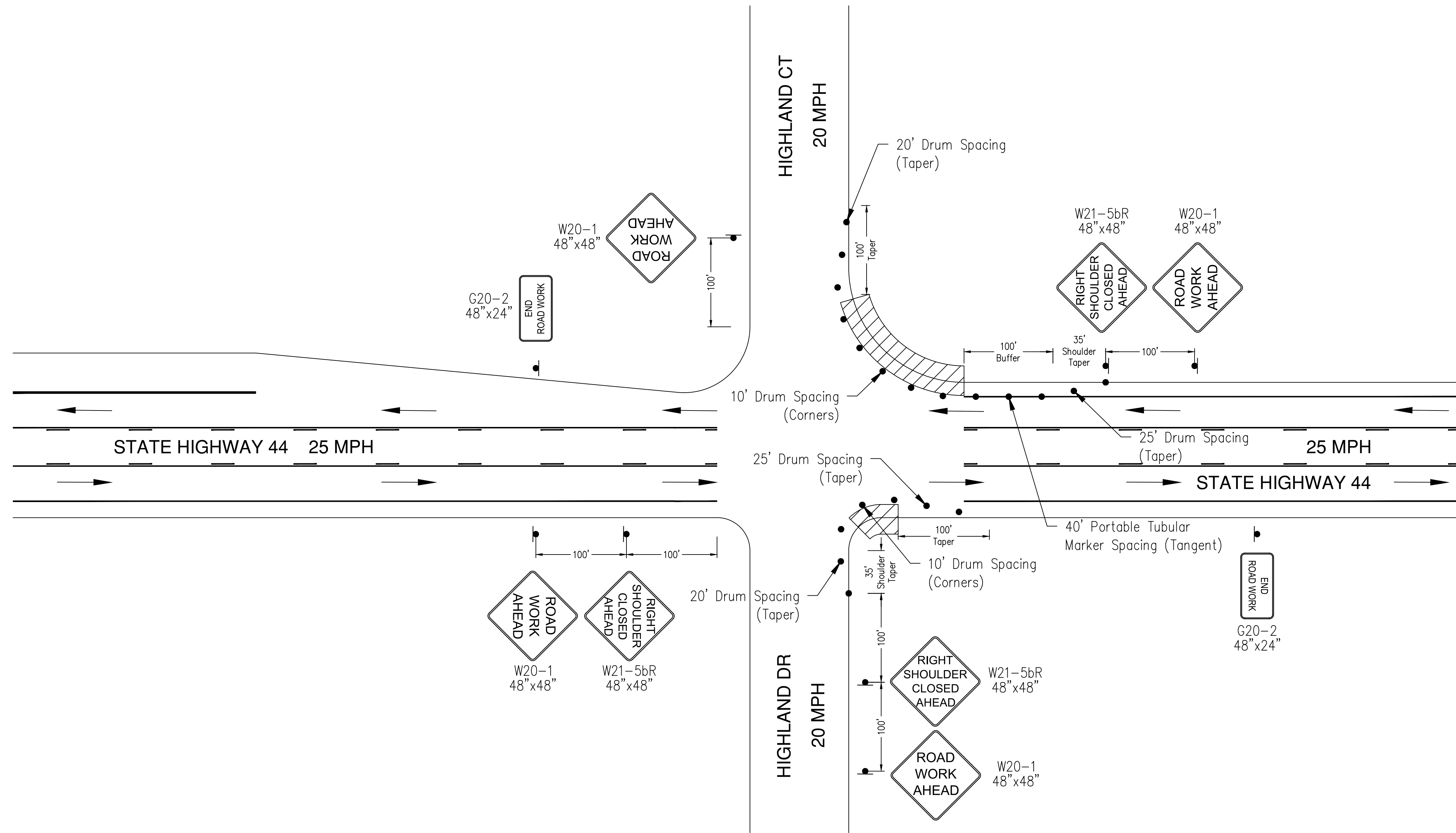


LEGEND

- Sign
- Drum / Tubular Marker
- ▨ Work Area

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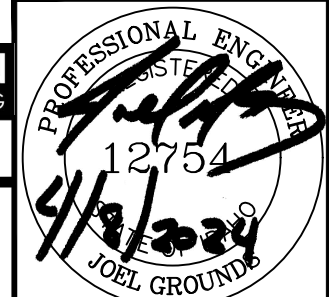
Revisions: _____

• S I G N A T U R E S •




Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

• S H E E T T I T L E •

Phase 4 (1 of 2)

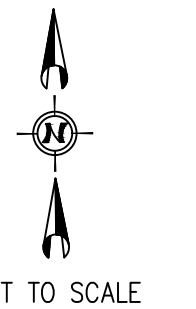
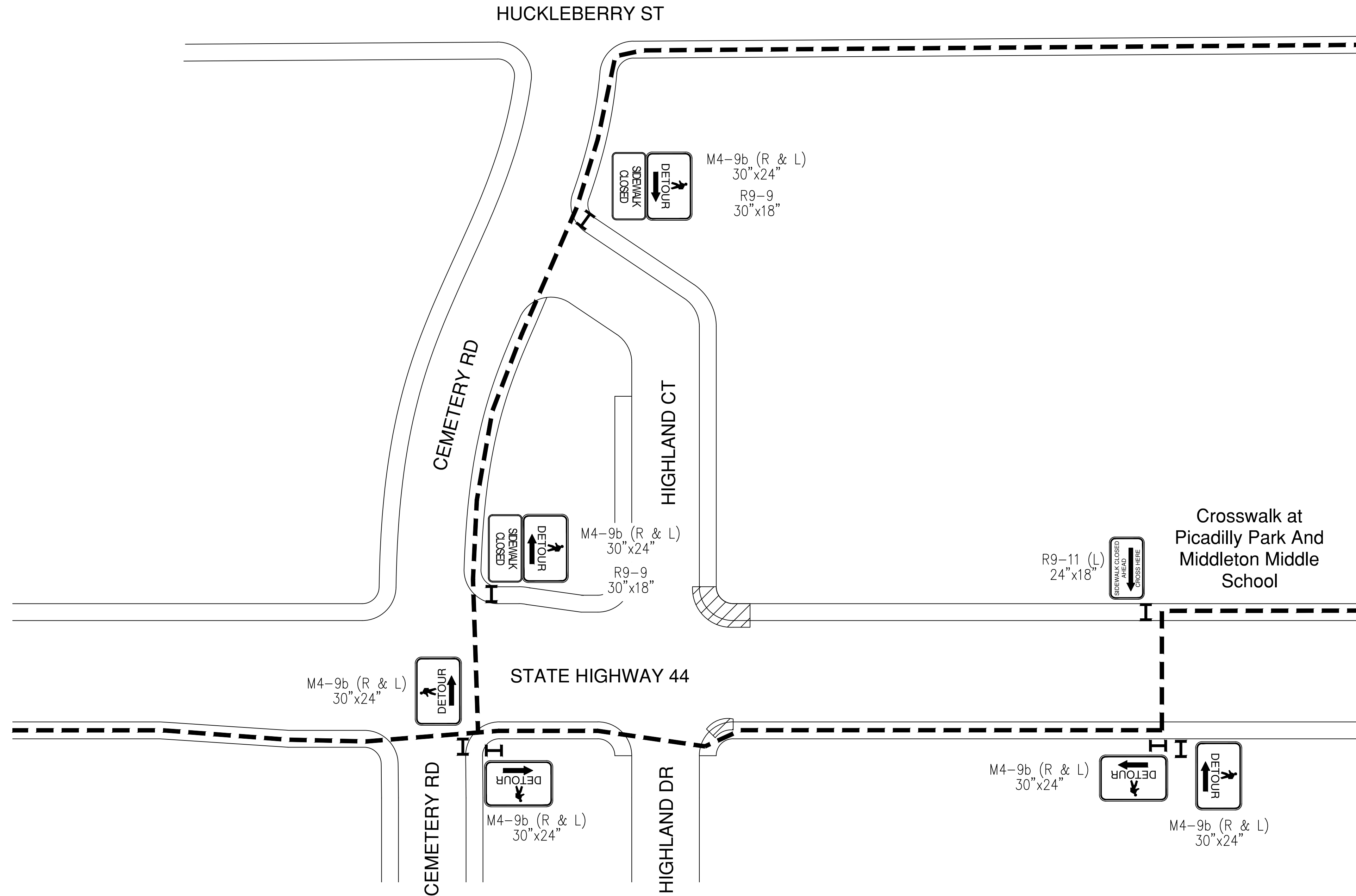


L E G E N D

-  Type II Barricade
-  Work Area
-  PED Detour Route

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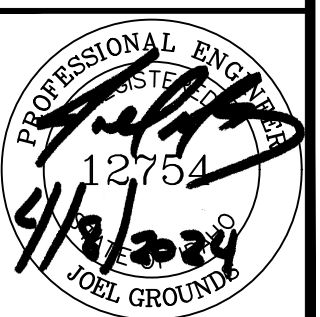
Revisions:

• S I G N A T U R E S •

• S H E E T T I T L E •

Design By: Precision Date: 04/2024 Drawn By: Precision Date: 04/2024

Phase 4 (2 of 2)



ALTERNATE 1

**9TH STREET
EXTENSION**

LEGEND

- (See Standards For Specifics)
- 2 C.L. of Construction or Survey 3
- Existing Profile or X-Section Line
- Existing Edge of Pavement or Gravel
- Existing Drain or Irrigation Pipe
- Existing Ditch or Flow line
- Existing Sprinkler Line
- Existing Property Line
- Existing Fence and Gate
- Existing Slope
- Existing Curb & Gutter
- Existing Curb(No Gutter)
- Existing Concrete Sidewalk
- Existing Curb,Gutter,Sidewalk and Approach
- Existing Utility Line With Initial
- Water Valve or Meter
- Gas Valve or Meter
- Fire Hydrant
- Signal Pole
- Light Pole
- Utility Pole With Anchor
- Sign, Stop/Street Sign and Mailbox
- Existing and New Manholes
- Existing and New Catch Basin
- New Sediment Box
- Existing and New Irrigation Box
- Deciduous And Evergreen Tree
- Deciduous And Evergreen Bushes
- Existing Building
- River, Creek, or Canal
- Revision Note
- Construction Note
- Street Address
- Property Number or Curve Number
- Bench Mark and Monument
- Section & 1/4 Section Corner
- Design Plan Edge of Pavement or Gravel
- Design Profile For TC or Pipes
- Design Profile Grade Break
- Design Profile PC or PT
- Design Ditch or Flow line
- Design SD or Irrg. Pipe on Plan View
- New Property or Right of Way Line
- New Easement Line
- New Retaining Wall
- Limits of Cut Slope
- Limits of Fill Slope
- Section Line
- New Curb and Gutter
- New Curb,Gutter,Sidewalk, and Approach
- New Ped Ramp
- New Valley Gutter
- Gravel Repair
- Asphalt Repair
- Concrete Repair

UTILITIES

- S Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By City of Middleton
- P Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By Idaho Power
- G Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By Intermountain Gas
- W Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By City of Middleton
- TV Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By Cable One

Call Digline 48 Hours Prior To Excavation To Request Underground utility Locations. Telephone 811

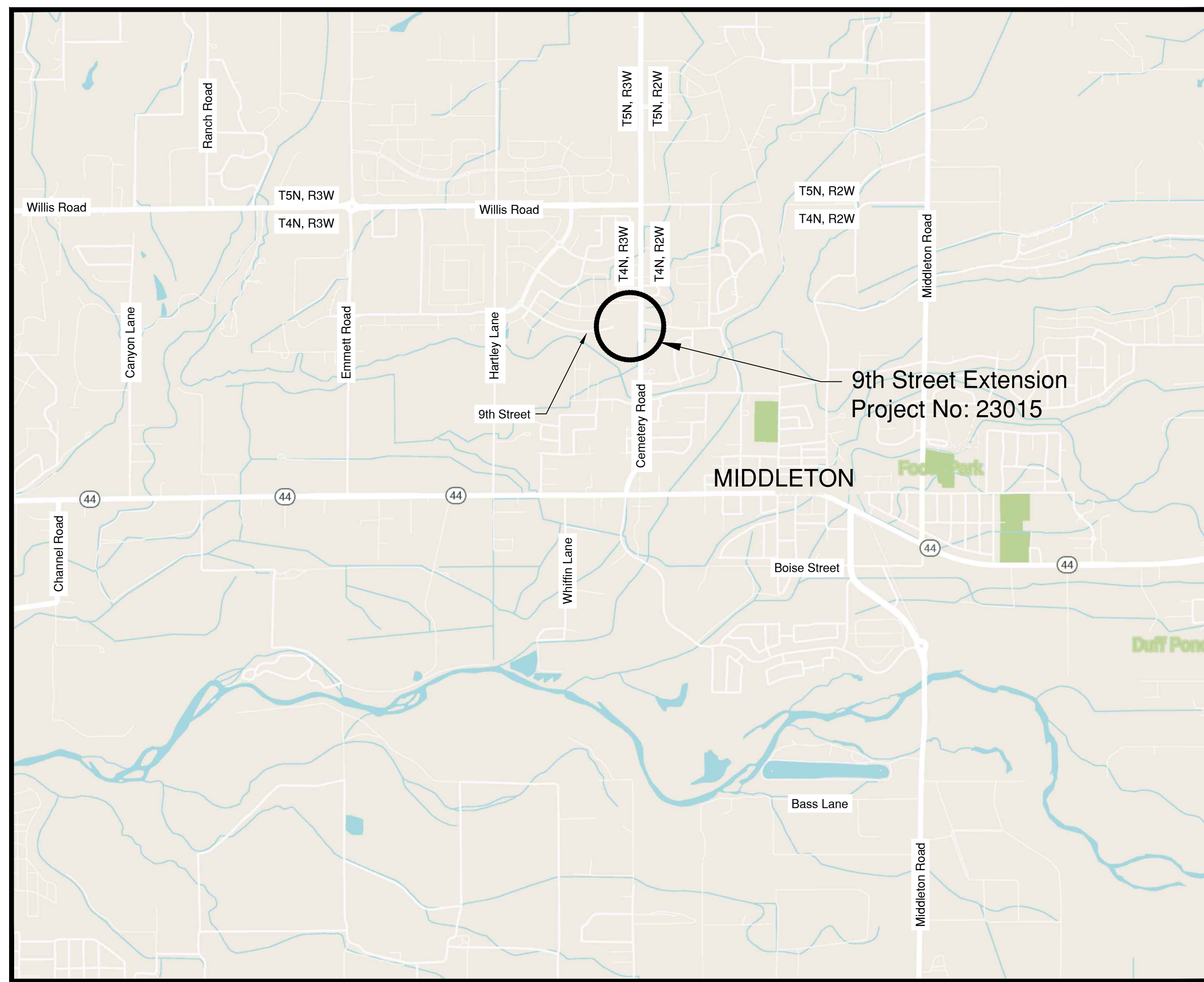
Utility Adjustments, Relocations, Or Replacements May Or May Not Be Completed Prior To Construction. The Contractor Shall Coordinate And Accommodate Work With The Utility Companies.

Utility Coordination Was Requested During Design Of This Project. Utility Information Is Shown For Surface Features And, If Provided By The Owner Of The Utility, For Non Surface Features. All Locations Are Approximate.

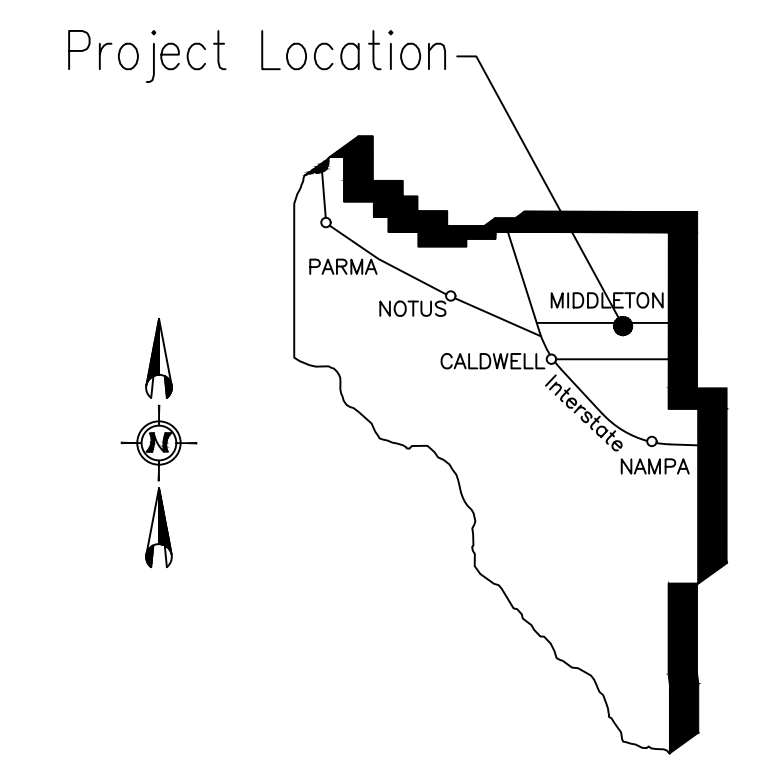
- Nomenclatures:
- EOP: Edge Of Pavement
 - PC: Point Of Curvature
 - PT: Point Of Tangency
 - PRC: Point Of Reversing Curvature
 - PCC: Point Of Compound Curvature
 - ME: Match Existing
 - AP: Angle Point
 - GB: Grade Break
 - LP: Low Point
 - FL: Flow Line
 - TBVC: Top Back Vertical Curb
 - CONC: Top Of Concrete Pavement
 - BVCS: Begin Vertical Curve Station
 - BVCE: Begin Vertical Curve Elevation
 - EVCS: End Vertical Curve Station
 - EVCE: End Vertical Curve Elevation

City of Middleton

9th Street Extension Project No: 23015 Section 1, Township 4N, Range 3W, BM



VICINITY MAP
NTS



CANYON COUNTY

INDEX OF SHEETS

Sheet No.	Description
1	Title Sheet
2	Typical Sections & Details
3-4	Plan & Profiles
5	Storm Drain & Irrigation Profiles
6	Storm Drain Details
7-8	Temporary Traffic Control Plans

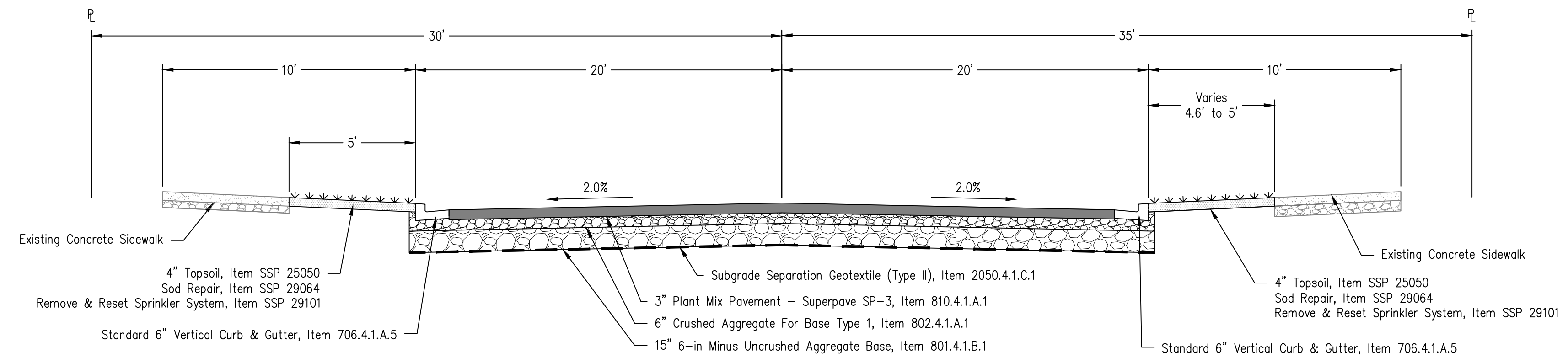
Found Monuments

POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION	STATION, OFFSET
1	23054.452	9455.068	2419.04	5/8"W/CAP	Sta. 10+00.00, Offset 0.17'Lt
2	23073.363	9508.611	2419.04	5/8"W/CAP LS11118	Sta. 10+56.78, Offset 0.20'Lt
3	23172.529	9957.545	2420.05	5/8"PIN	Sta. 15+15.31, Offset 30.09'Lt
4	23107.380	9957.653	2419.81	5/8"PIN BB&S	Sta. 15+15.38, Offset 35.05'Rt
5	23087.478	9977.605	2419.79	5/8"PIN BB&S	Sta. 15+35.32, Offset 54.97'Rt
6	22936.305	9967.352	2416.46	TBM CB@TBVC	Sta. 15+24.99, Offset 206.13'Rt
7	23974.074	10017.129	2448.68	BC N1/16 S1-6 LS627	Sta. 15+75.29, Offset 831.61'Lt
8	22654.241	10017.779	2414.13	AC 1/4 S1-6 LS7612	Sta. 15+75.28, Offset 488.22'Rt

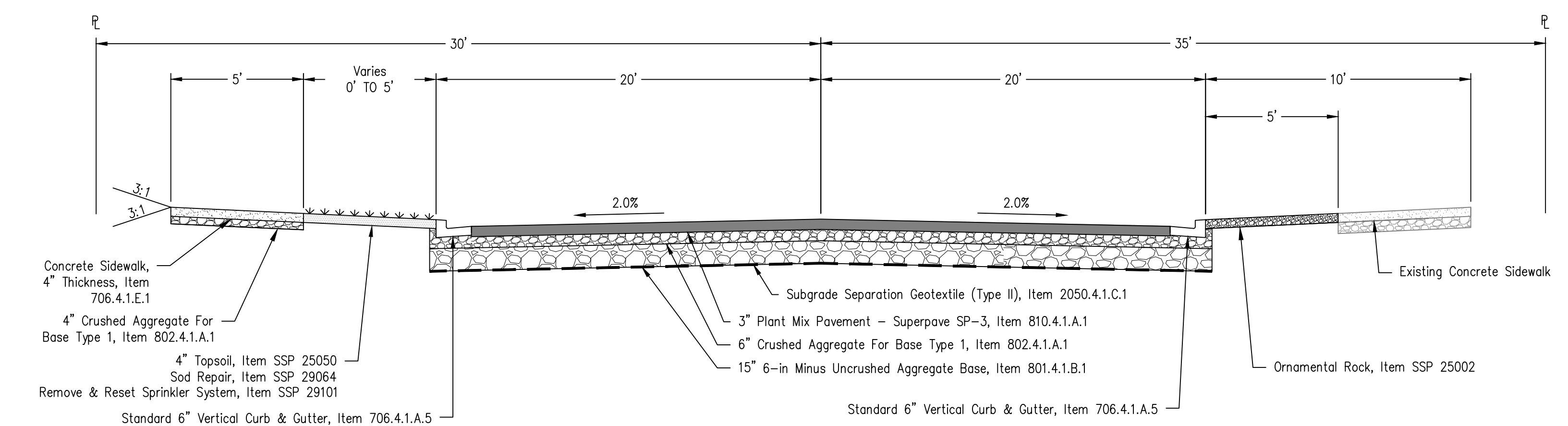
Note: Northing and Easting is on a local coordinate system.

Design by: PRECISION Date: 12/2023
 Drawn by: PRECISION Date: 12/2023
 Surveyed by: CSC Date: 08/2023
 Project No: 23015
 Project Name: 9th Street Extension
 Percent Complete: 100%

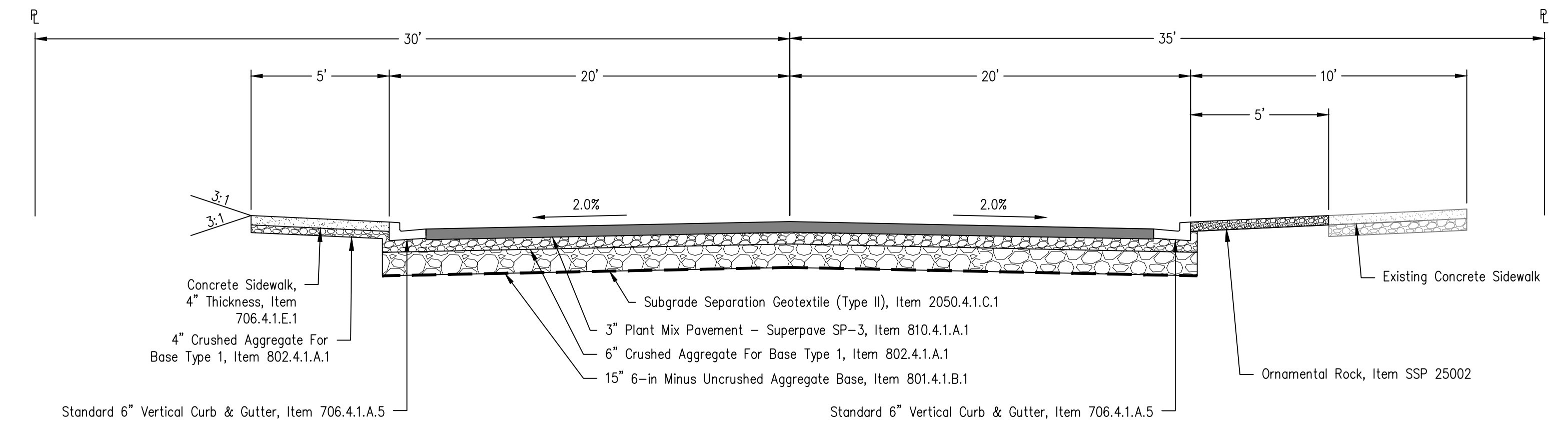




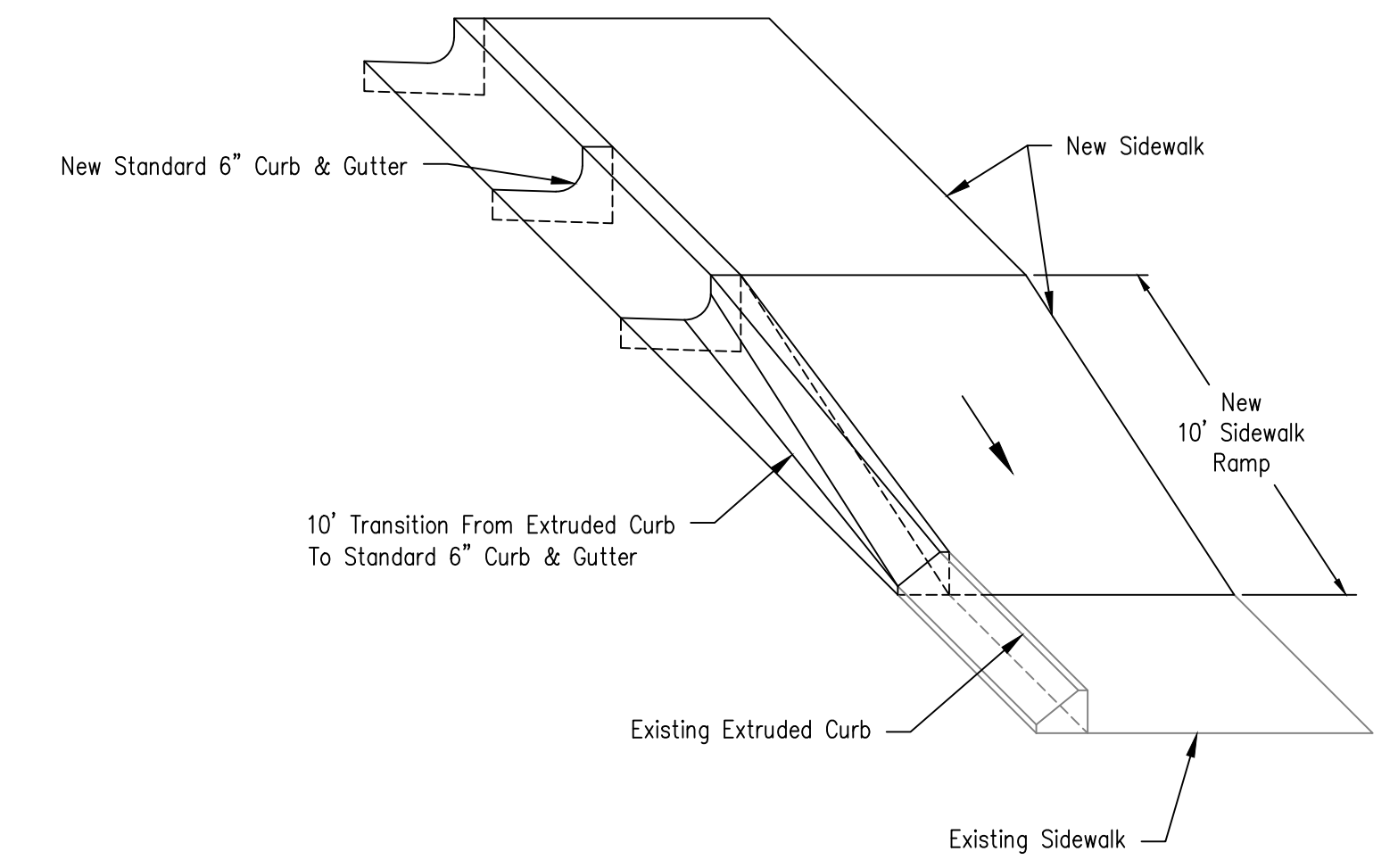
Typical Section - 9th Street Sta: 10+42 to 10+57
Scale: NTS



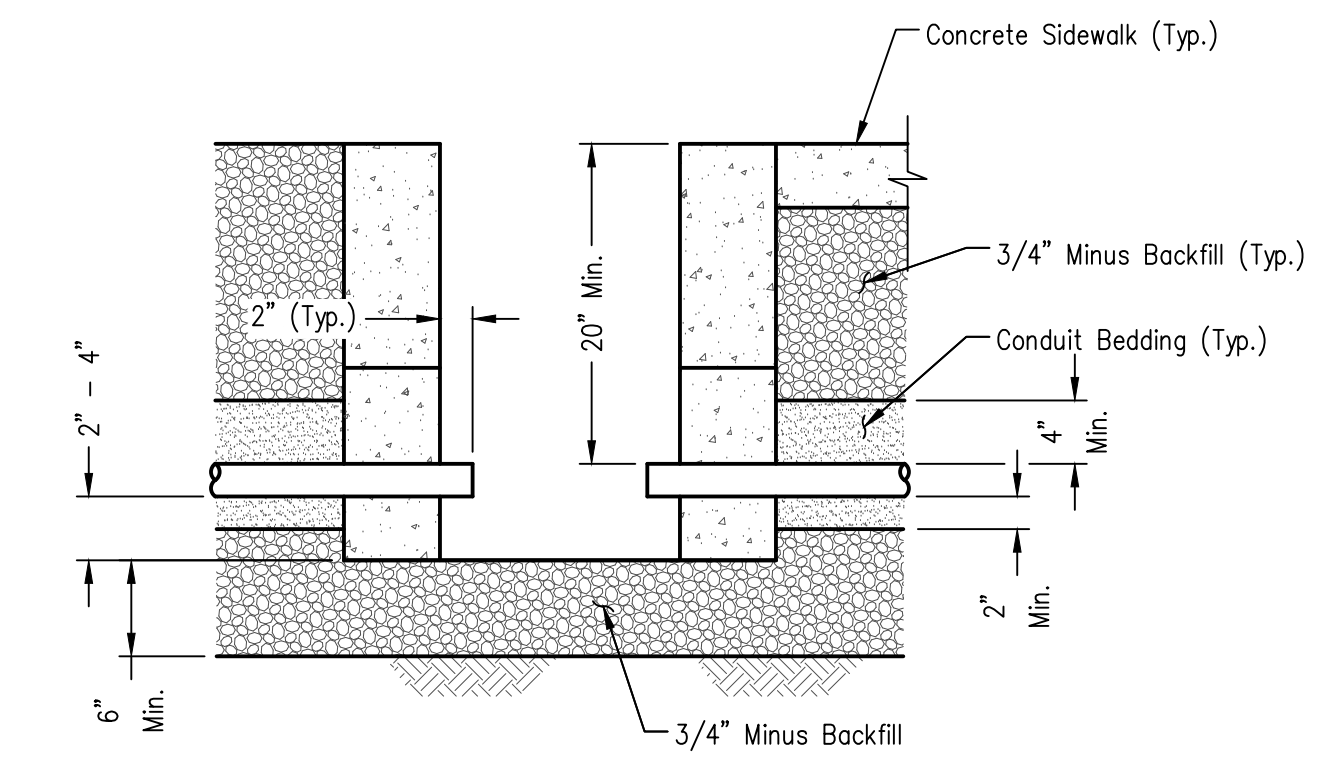
Typical Section - 9th Street Sta: 10+57 to 10+77
Scale: NTS



Typical Section - 9th Street Sta: 10+77 to 15+64
Scale: NTS



Curb & Sidewalk Transition Detail
Scale: NTS



- Notes:
1. Conduit Bedding Shall Be Fine Soil Or Sand.
 2. 3/4" Minus Backfill Shall Be Compacted To 95% Maximum Dry Density In 6" Lifts.
 3. Top Of Junction Box Shall Be Flush With The Surrounding Grade.

Fiber Optic Junction Box, Type S-45T/ADA With Riser
Scale: NTS

Revisions:

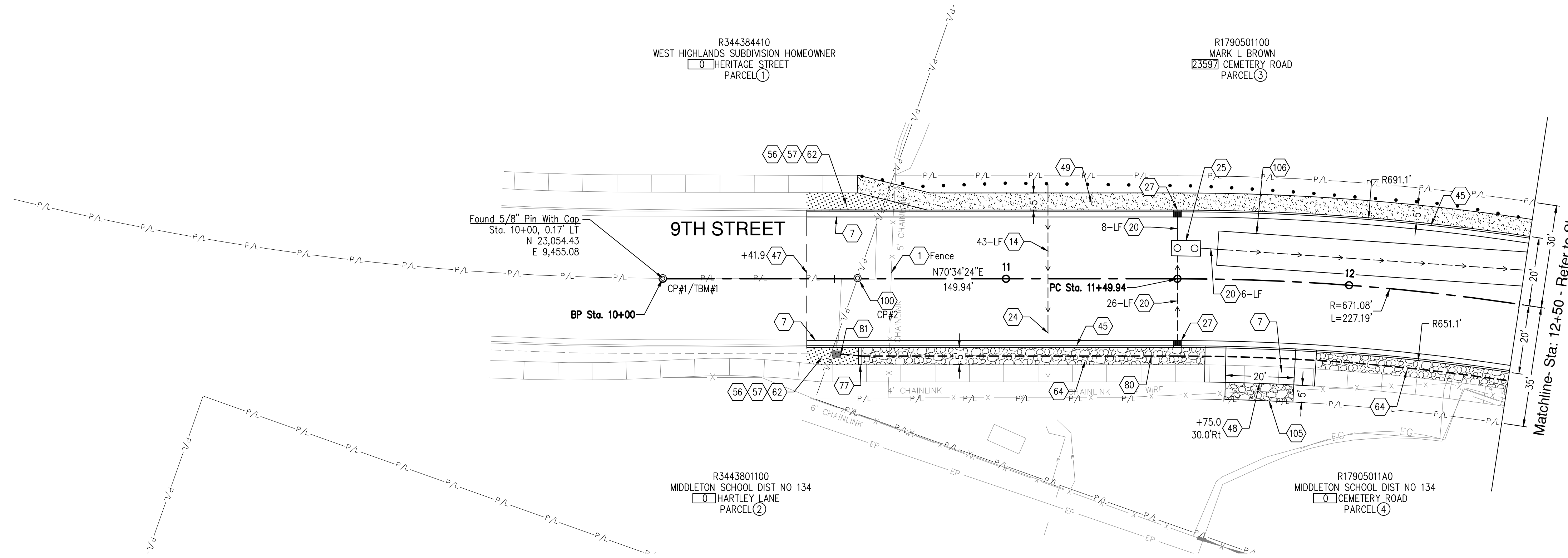
• S I G N A T U R E S •

Design By: PRECISION Date: 12/2023 Drawn By: PRECISION Date: 12/2023

• S H E E T T I T L E •
Typical Sections & Details



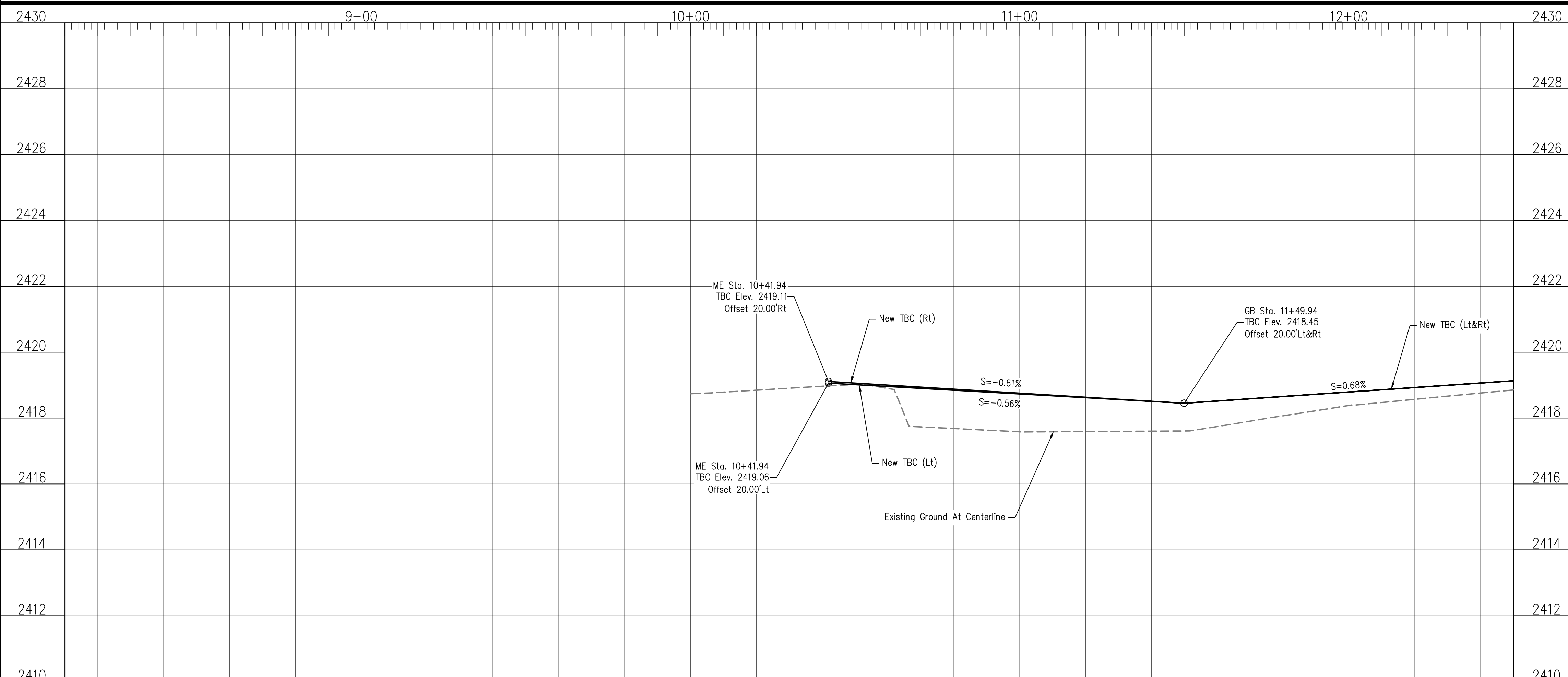
Sec 1, T4N, R3W, BM



NOTES

- 1 Removal Of Obstructions, Item 201.4.1.C.1
 - 7 Remove Curb, Gutter & Sidewalk As Required, Item 201.4.1.C.1
 - 14 8" Irrigation Pipe, C900 PVC, Item 601.4.1.A.5.8A
 - 20 12" Storm Drain Pipe, Class C900 PVC, Item 601.4.1.A.05.12A
 - 24 Connect To Existing Pipe, Incidental To Project
 - 25 Precast Sediment Box Per SD-624, Size 1,000 Gallon With 20" Baffle Spacing, Item 602.4.1.H.1.1000
 - 27 Catch Basin, Type I, Item 602.4.1.F.1.A
 - 45 Standard 6" Vertical Curb And Gutter, Item 706.4.1.A.5
 - 47 Saw Cut Existing Pavement, Incidental To Item 202.4.1.A.1
 - 48 Concrete Driveway Approach, Item 706.4.1.F.1
 - 49 Concrete Sidewalks, Thickness 4", Item 706.4.1.E.1
 - 56 4" Topsoil, Item SSP 25050
 - 57 Sod Repair, Item SSP 29064
 - 62 Remove & Reset Sprinkler System, Item SSP 29101
 - 64 Ornamental Rock, Item SSP 25002
 - 77 12" Wide Landscape Curb, Incidental to Item 706.4.1.A.5
 - 80 Install 1-4" Diameter Schedule 40 PVC Fiber Optic Conduit With 1-#12 THWN Green Locote Wire, Item 1102.4.1.E.1
 - 81 Intercept Existing Junction Box With Proposed Conduit
 - 100 Reference And Reset Monuments, Item 2020.4.1.F.1
 - 105 Gravel Repair, Item SP 02020
 - 106 Seepage Bed 10-Ft Depth X 10-Ft Width, Pipe Size 12", Item SP 06004
1. Removal Of Existing Items Not Specifically Called Out On This Plan Sheet Shall Be Considered Incidental To Removal Of Obstructions, Item 201.4.1.C.1.

Sec 1, T4N, R3W, BM



LEGEND

- Refer To ISPWC Section 1104 For Pavement Marking Details
- 1 Crosswalk (24" Solid White, 9' Long With 4' Gap)
 - 2 Stop Bar (24" Solid White)

CONTROL POINTS

Refer To Monuments and Property Corners Table (Sheet 1) for Monument Information

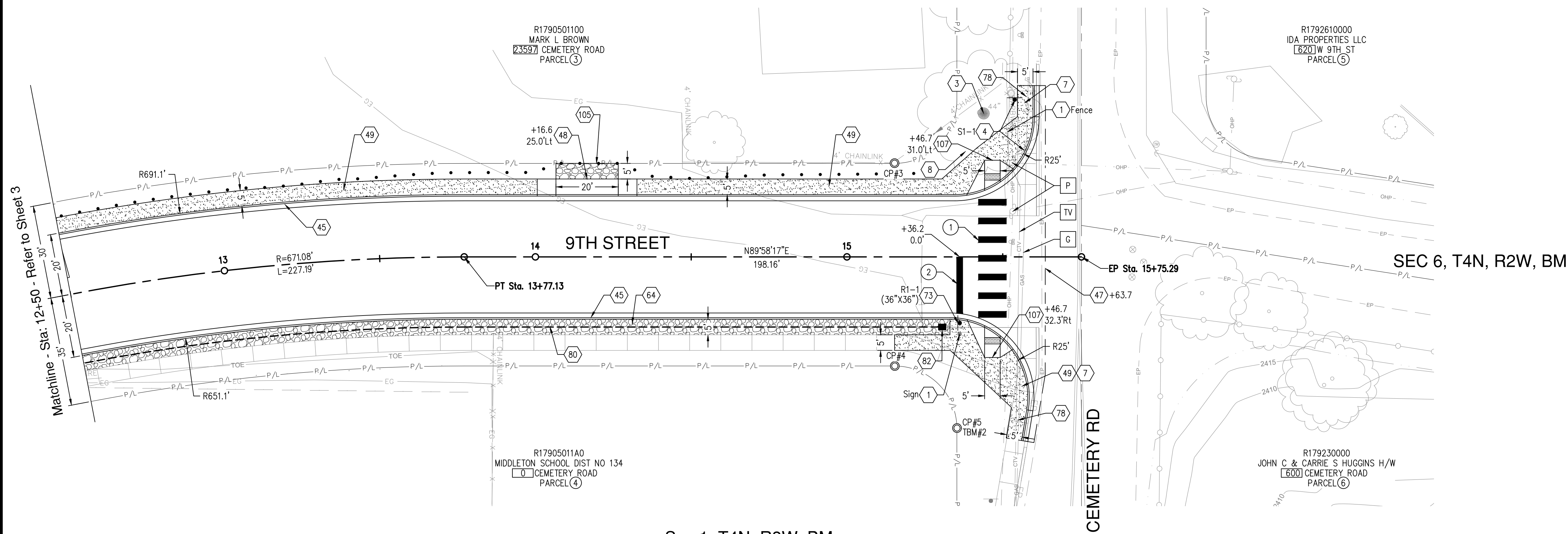
CP #1: 5/8" W/Cap
CP #2: 5/8" W/Cap LS11118

BENCHMARKS

© TBM #1: 5/8" Pin W/Cap
Sta. 10+00, 0.17' LT
Northing: 23,054.43
Easting: 9,455.08
Elevation: 2,419.04

Revisions:	SIGNATURES			
	Design By: PRECISION	Date: 12/2023	Drawn By: PRECISION	Date: 12/2023
			Survey By: CSC	Date: 08/2023

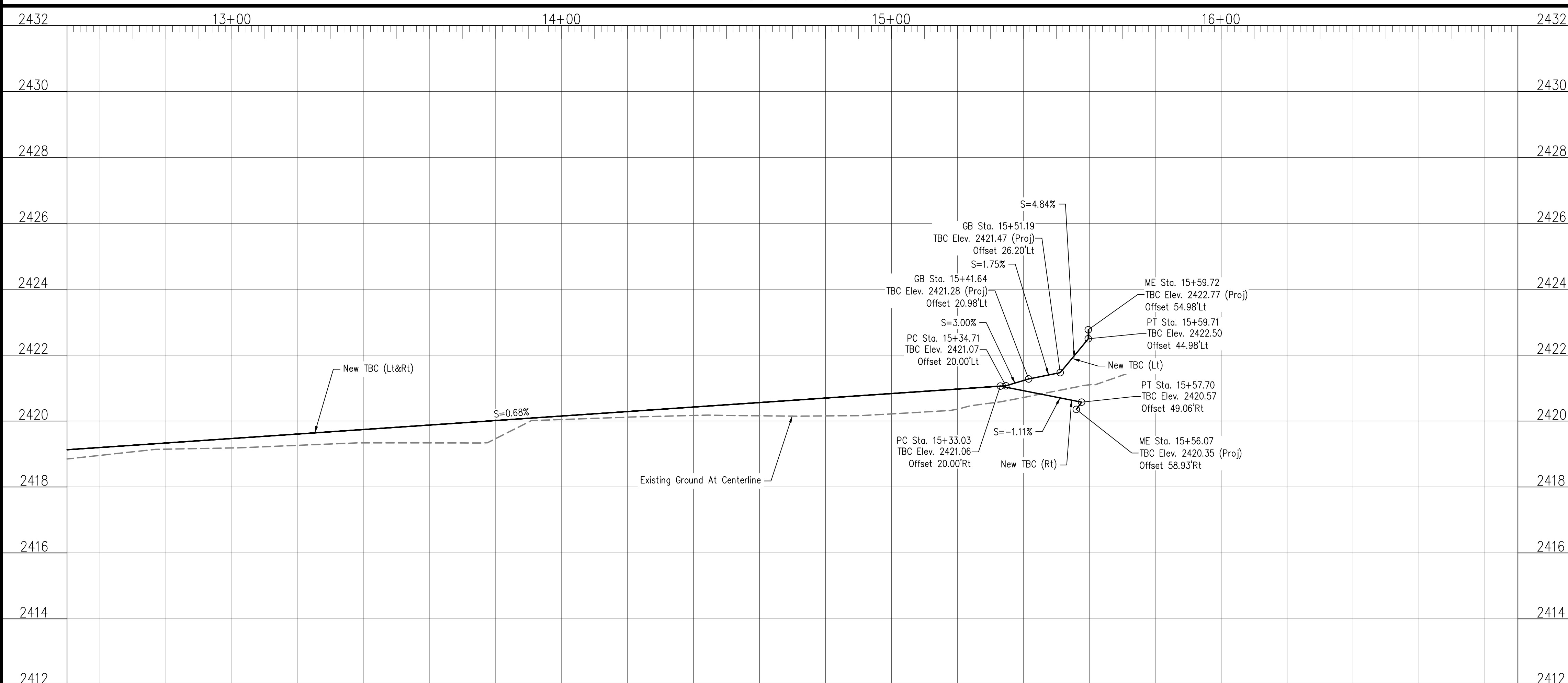
Sec 1, T4N, R3W, BM



NOTES

- 1 Removal Of Obstructions, Item 201.4.1.C.1
 - 3 Trim Tree, Item SSP 29090
 - 4 Relocate Roadside Sign, Item SP 06000
 - 7 Remove Curb, Gutter & Sidewalk As Required, Item 201.4.1.C.1
 - 8 Contractor To Coordinate With Property Owners To Relocate Farming Equipment
 - 45 Standard 6" Vertical Curb And Gutter, Item 706.4.1.A.5
 - 47 Saw Cut Existing Pavement, Incidental To Item 202.4.1.A.1
 - 48 Concrete Driveway Approach, Item 706.4.1.F.1
 - 49 Concrete Sidewalks, Thickness 4", Item 706.4.1.E.1
 - 64 Ornamental Rock, Item SSP 25002
 - 73 Roadside Traffic Sign Installation (One Metal Post), Item 1105.4.1.C.1
 - 78 See Sheet 2 For Curb And Sidewalk Transition Detail
 - 80 Install 1-4" Diameter Schedule 40 PVC Fiber Optic Conduit With 1-#12 THWN Green Locate Wire, Item 1102.4.1.E.1
 - 82 Install Fiber Optic Junction Box, Type S-45T/ADA With Riser, Item 1102.4.1.F.1
 - 105 Gravel Repair, Item SP 02020
 - 107 Pedestrian Ramp W/Detectable Warning Domes, Type SD-712A, Item 706.4.1.H.1
1. Removal Of Existing Items Not Specifically Called Out On This Plan Sheet Shall Be Considered Incidental To Removal Of Obstructions, Item 201.4.1.C.1.

Sec 1, T4N, R3W, BM



LEGEND

- Refer To ISPWC Section 1104 For Pavement Marking Details
- 1 Crosswalk (24" Solid White, 9' Long With 4' Gap)
 - 2 Stop Bar (24" Solid White)

CONTROL POINTS

Refer to Monuments and Property Corners Table (Sheet 1) for Monument Information

CP #3: 5/8" Pin
 CP #4: 5/8" Pin BB&S
 CP #5: 5/8" Pin BB&S

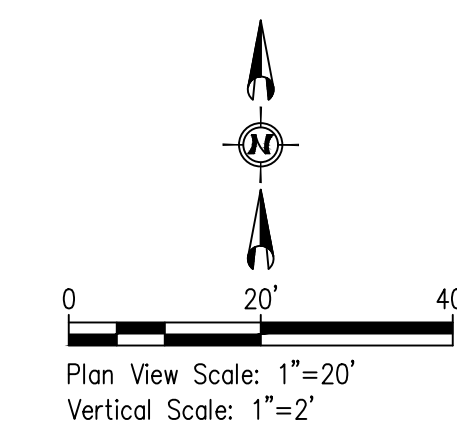
BENCHMARKS

TBM #2: 5/8" Pin BB&S
 Sta. 10+00, 0.17' LT
 Northing: 23,087.51
 Easting: 9,977.61
 Elevation: 2,419.79

Revisions: _____

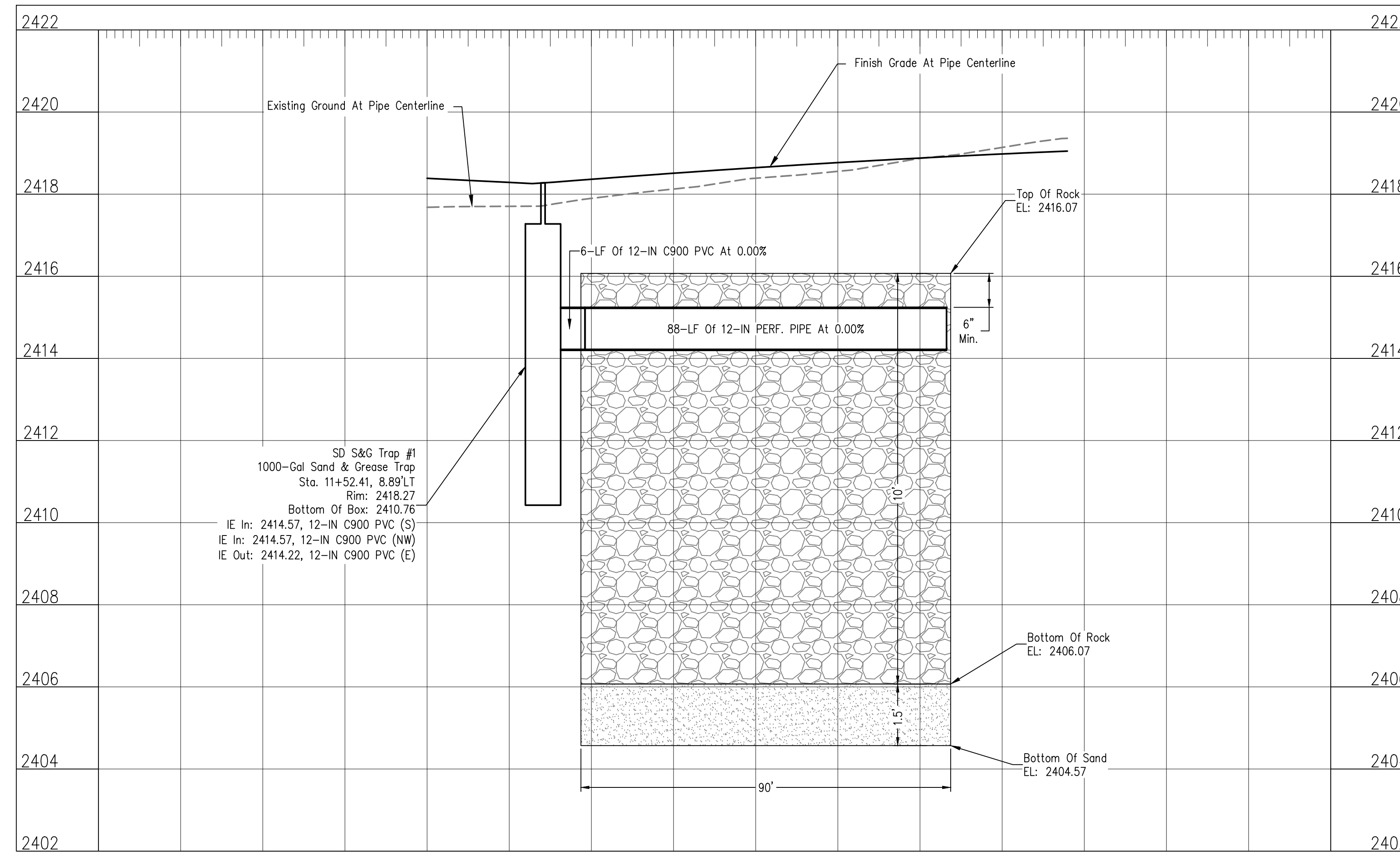
• SIGNATURES •

Design By: PRECISION Date: 12/2023 Drawn By: PRECISION Date: 12/2023 Survey By: CSC Date: 08/2023



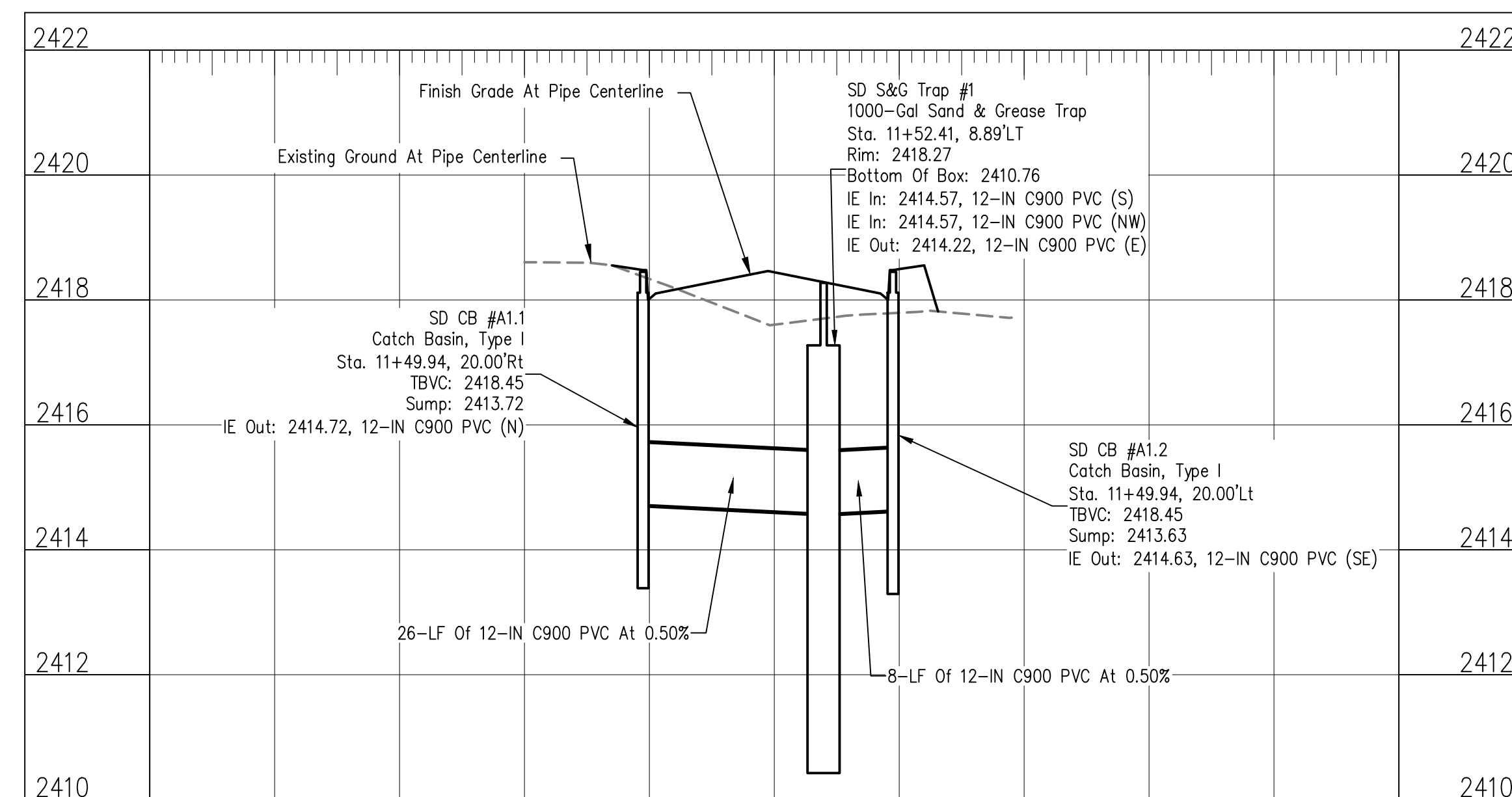
NOTES

1. Profiles Represent Centerline Of Pipe/Structure. All Stationing And Offsets Reference Centerline Of Roadway.
2. Station And Offset For All Storm Drain Structures Are At Center Of Structure.
3. Refer To Project Plan Sheets For Storm Drain & Irrigation Plan Views.
4. All Precast Structures Will Be Core Drilled On Site After Verifying Existing Pipe Invert Elevations. Core Drilling Will Be Considered Incidental To Other Pipe Items.
5. A Flexible Manhole Boot Connector To Be Provided For All Pipe Connections To New New Structures. Flexible Connectors Will Be Considered Incidental To Other Pipe Items.
6. All Saw Cutting Of Existing Pipes And Connections Will Be Considered Incidental To Other Pipe Items.
7. All Dissimilar Pipe Couplers Will Be Considered Incidental To Other Pipe Items.
8. Contractor To Verify Elevations, Inverts, And Locations Of All Existing Storm Drain and Irrigation Prior To Construction And Will Notify The Engineer Of Any Discrepancies.



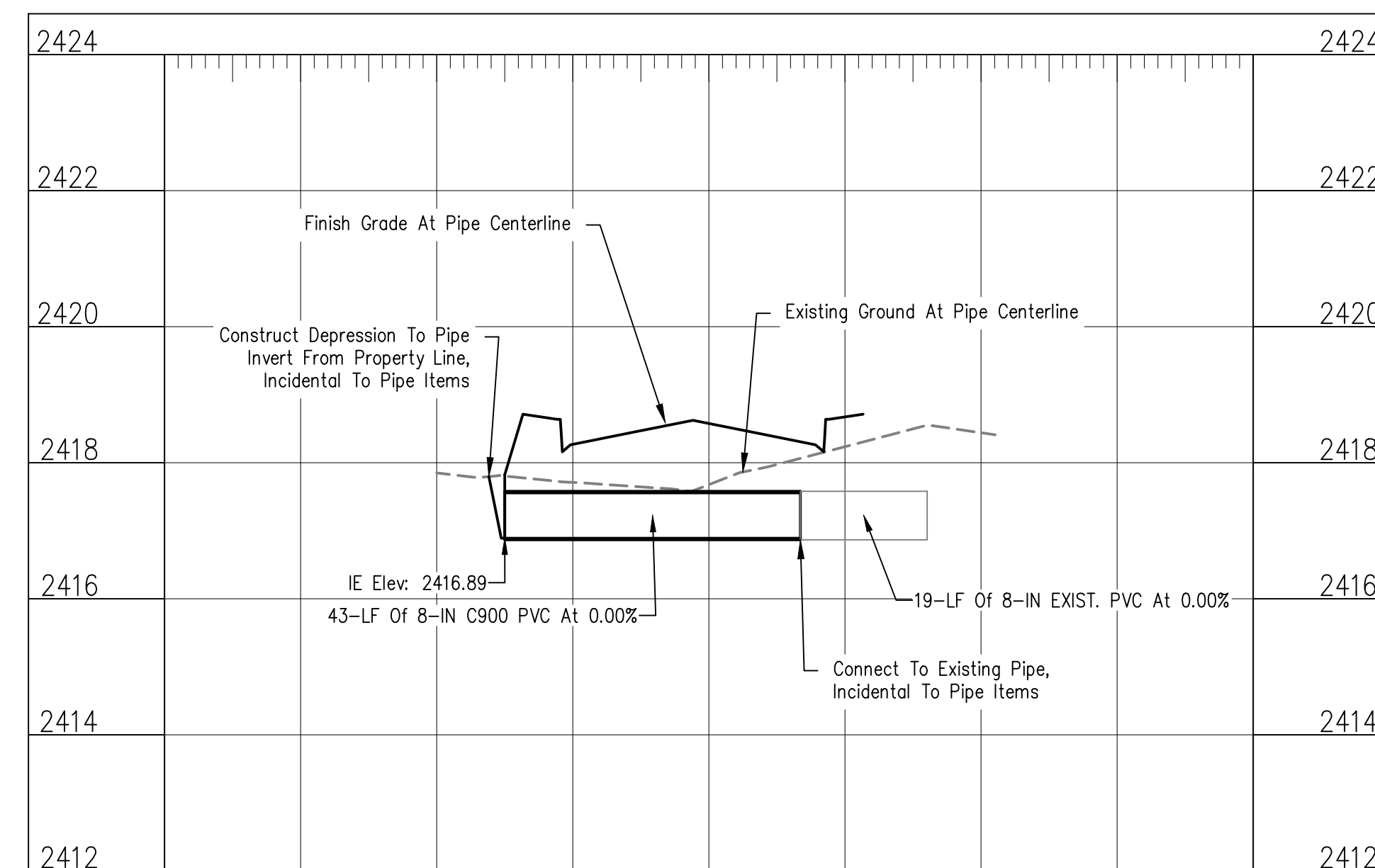
9th Street Storm Drain/Seepage Bed Profile Sta: 11+48 to Sta: 12+51

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 2'



9th Street Storm Drain Profile Sta: 11+50 Lt&Rt

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 2'



9th Street Irrigation Profile Sta: 11+12 Lt&Rt

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 2'

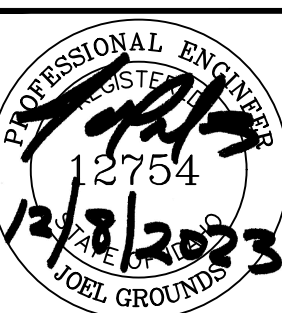
Revisions:

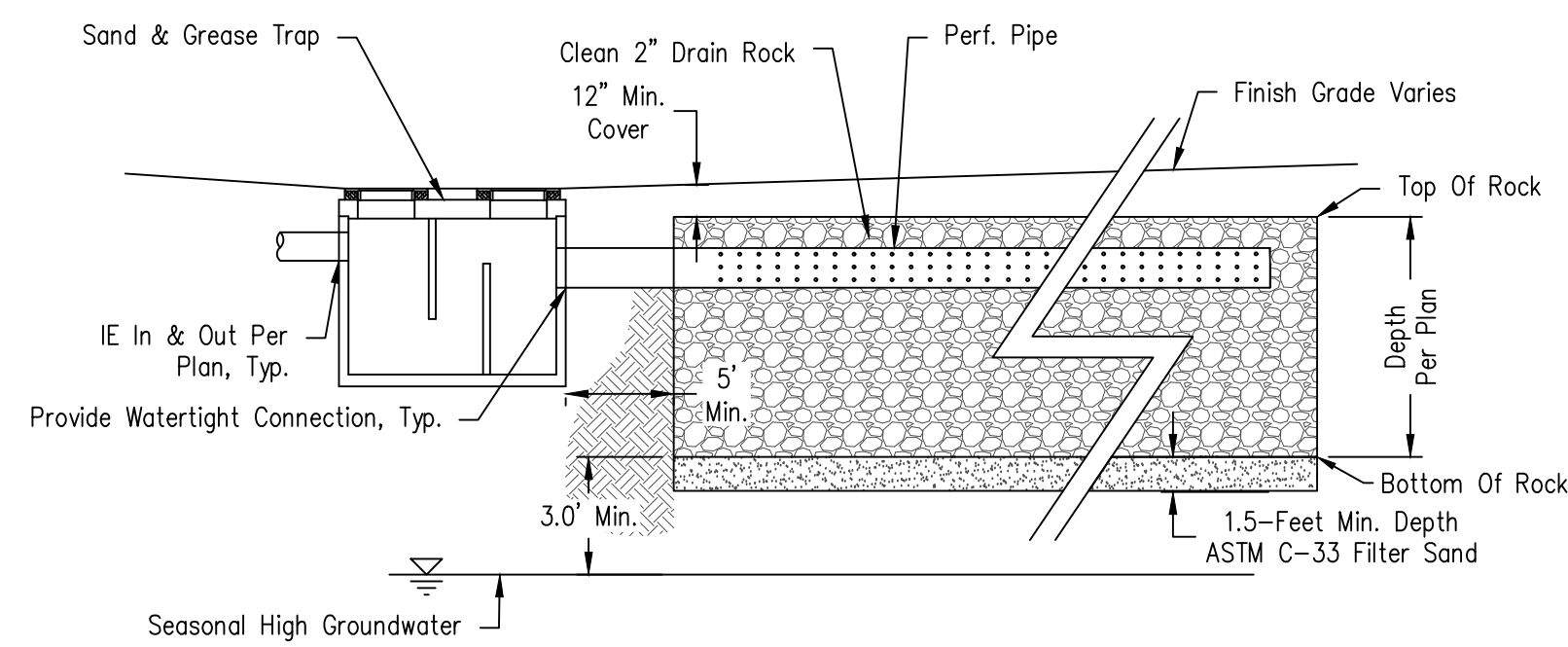
• SIGNATURES •

Design By: PRECISION Date: 12/2023 Drawn By: PRECISION Date: 12/2023

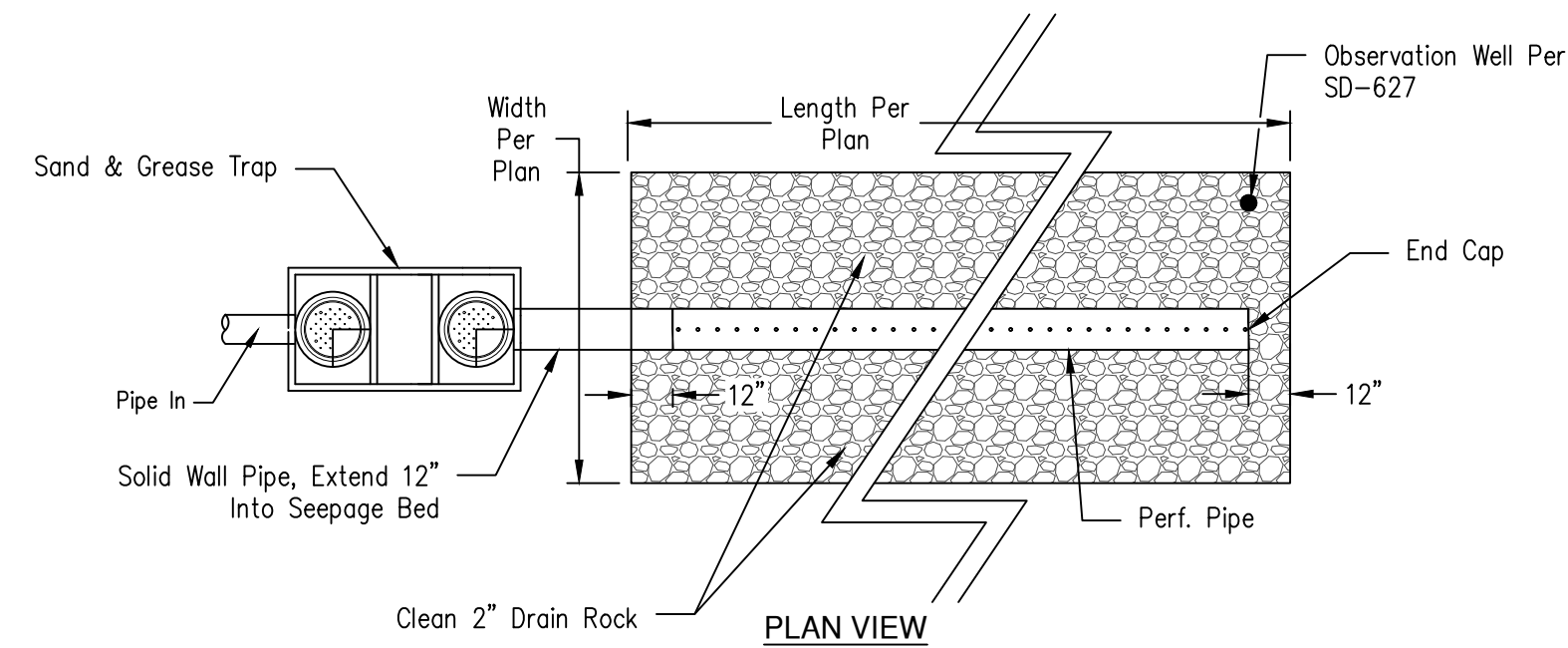
Storm Drain & Irrigation Profiles

PRECISION ENGINEERING

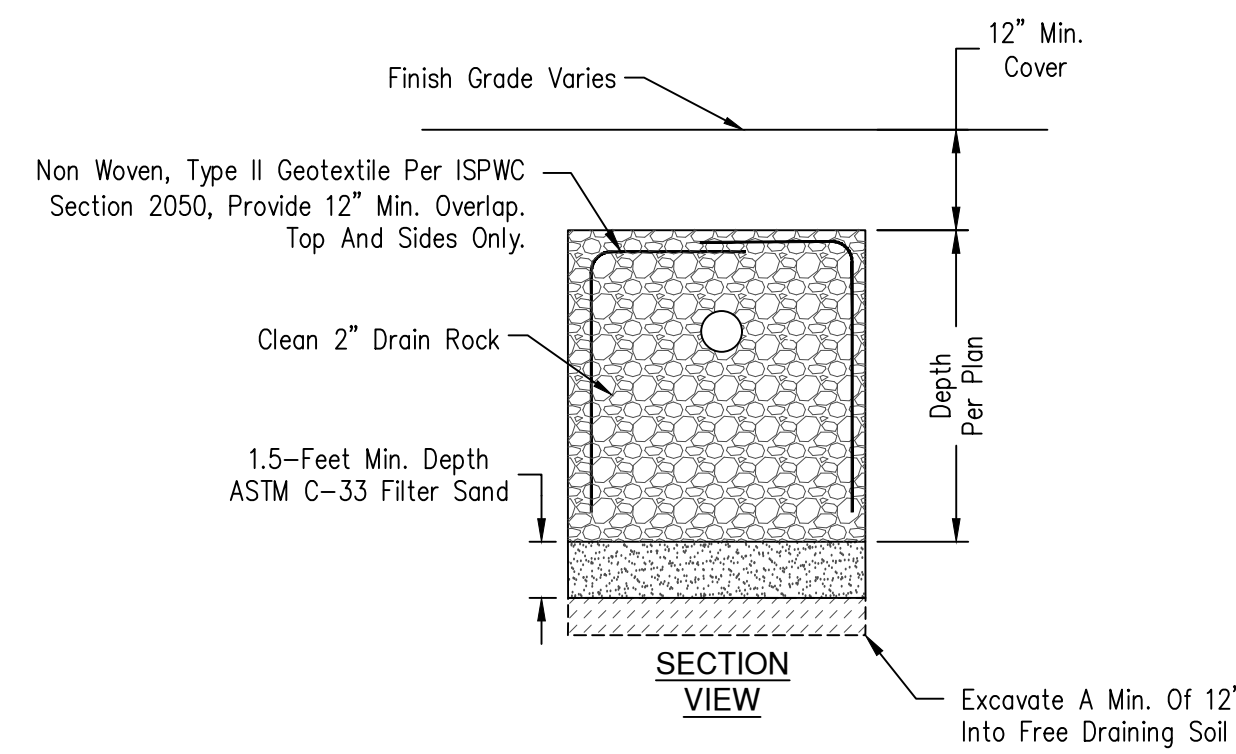




PROFILE VIEW



PLAN VIEW



SECTION VIEW

NOTES:

1. All Vaults, Manholes, & Sand And Grease Traps Shall Be HS25 Or Greater Load Rated
2. All Geotextile Seams Shall Overlap 12" Minimum
3. Perforated Pipe will be paid for under Item SP 06004

Seepage Bed Detail (Item SP 06004)

Scale: NTS

• SIGNATURES •

Design By: PRECISION Date: 12/2023 Drawn By: PRECISION Date: 12/2023

• SHEET TITLE •

SD Details

PRECISION ENGINEERING



Revisions:

NOTES

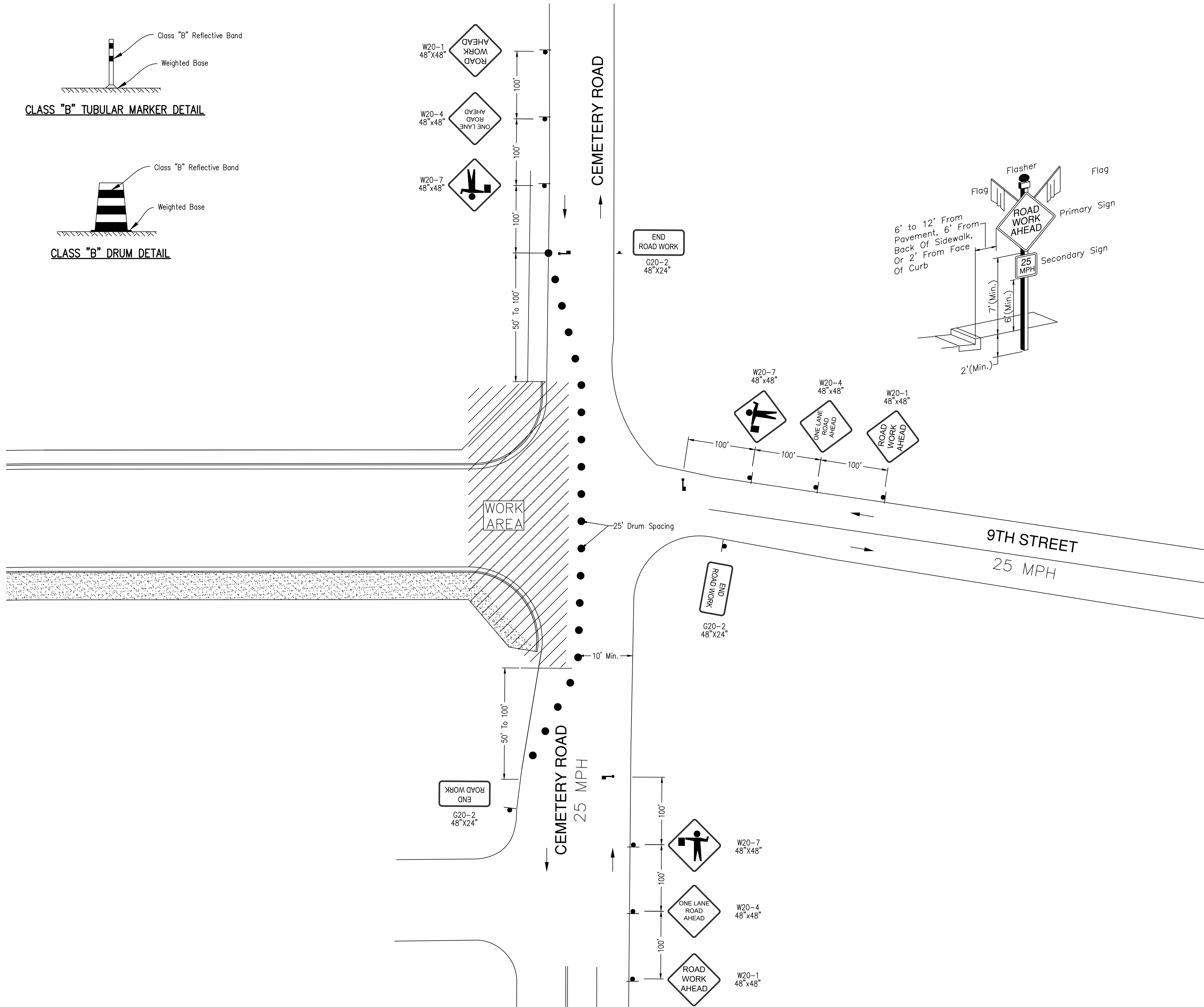
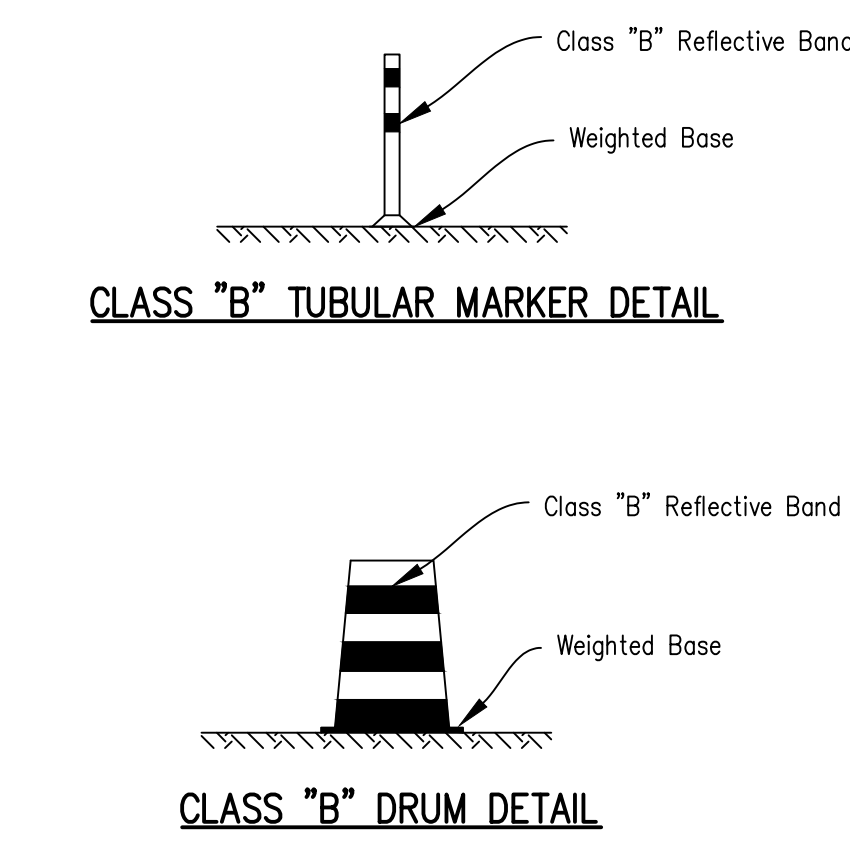
- All Stop Controlled Intersections Within The Project Limits Shall Be Maintained At All Times. This May Require Removing And Resetting The Existing Signs During Construction. If Required All Work Associated With Removing And Resetting Shall Be Considered Incidental To Other Traffic Control Items
- One Travel Lane In Each Direction Shall Be Maintained On Cemetery Road Unless Otherwise Approved.
- All Private Driveways Shall Remain Open And Accessible During Construction. During Construction Of Private Driveways The Contractor Shall Work With The Landowner To Allow Access.
- The Contractor Shall Prepare And Submit A Detailed Traffic Control Plan To The City Of Middleton For Approval Prior To Construction. The Traffic Control Plan Shown On This Sheet Is A Typical Setup For Cemetery Road And 9th Street, Which May Be Accepted By The Contractor. However, The Contractor Is Encouraged To Develop Their Own Plan To Fit Operations.
- Taper Lengths And Construction Traffic Control Devices Shall Meet Or Exceed The Requirements Of The Manual On Uniform Traffic Control Devices (MUTCD), As Adopted By The State.
- Distances Between Signs Are Minimums. Some Adjustments May Be Necessary In The Field Depending On Conditions Encountered.
- Construction Signing That Is Not In Use Shall Be Completely Covered Or Removed From The Roadway And Sidewalks.
- Additional Signing May Be Required As Directed.
- All Signs Shown Shall Be Post-Mounted Unless Otherwise Approved.
- The Contractor Shall Accommodate The Needs Of Pedestrians In The Construction Area And Shall Maintain Existing Pedestrian Facilities, Provide Temporary Pathway As Needed To Facilitate The Existing Path, Including Pedestrian Ramps. Temporary Pedestrian Ramps And Crossings Shall Be Provided Where Necessary To Provide A Safe Travel Path. This May Require Pedestrian Detour Routes And Signing As Directed. Temporary Facilities Shall Be Detectable And Shall Include Accessibility Features Consistent With The Features Present In The Existing Pedestrian Facility. In Addition To Temporary Ramps And Crossings, Accommodations May Include But Are Not Limited To Barricades, Flagging, And Safety Fence (Incidental To Other Traffic Control Bid Item).
- Flaggers Shall Only Be Allowed Under The Direction Of The City Of Middleton.

LEGEND

- Temporary Sign Location
- Barricade
- Drums/Portable Tubular Markers
- Work Area
- Traffic Direction
- Flagger

APPROXIMATE TRAFFIC CONTROL PLAN SIGN QUANTITIES

SIGN NO.	DESCRIPTION	SIGN SIZE	AREA (SF)	QUAN.	CLASS B AREA (SF)
G20-2	End Road Work	48" X 24"	8.00	3	24
W20-1	Road Work Ahead	48" X 48"	16.00	3	48
W20-4	One Lane Road Ahead	48" X 48"	16.00	3	48
W20-7	Flagger (Symbol)	48" X 48"	16.00	3	48
W21-5	Shoulder Work	48" X 48"	16.00	2	32
R9-9	Sidewalk Closed	30" X 18"	3.75	2	7.5
Subtotal					208
Contingency					52
Total (SF)					260



Lane Closure and Flagger Setup For Intersection

SCALE: NTS

*For Short Term Flagging Operations Only

Revisions:

SIGNATURES

Design By: PRECISION Date: 12/2023 Drawn By: PRECISION Date: 12/2023

SHEET TITLE

Temporary Traffic Control Plan



City of Middleton

1103 West Main Street, Middleton, Idaho, 83644.
middleton.id.gov

Project Number: 23015

Project Name: 9th Street Extension

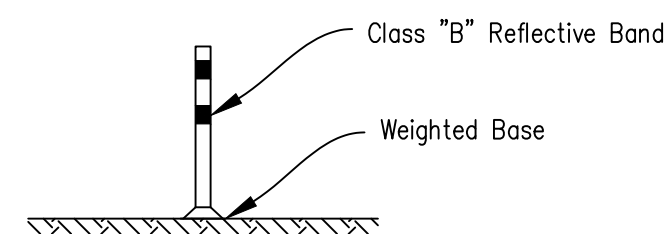
Sheet 7 Of 8

NOTES

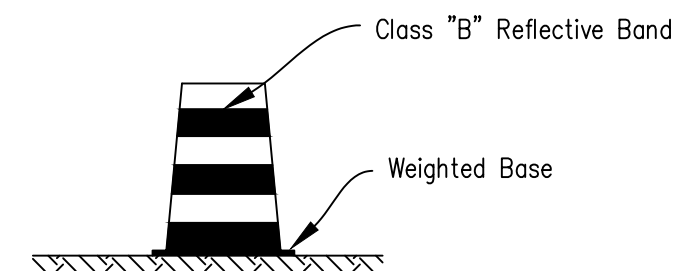
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LEGEND

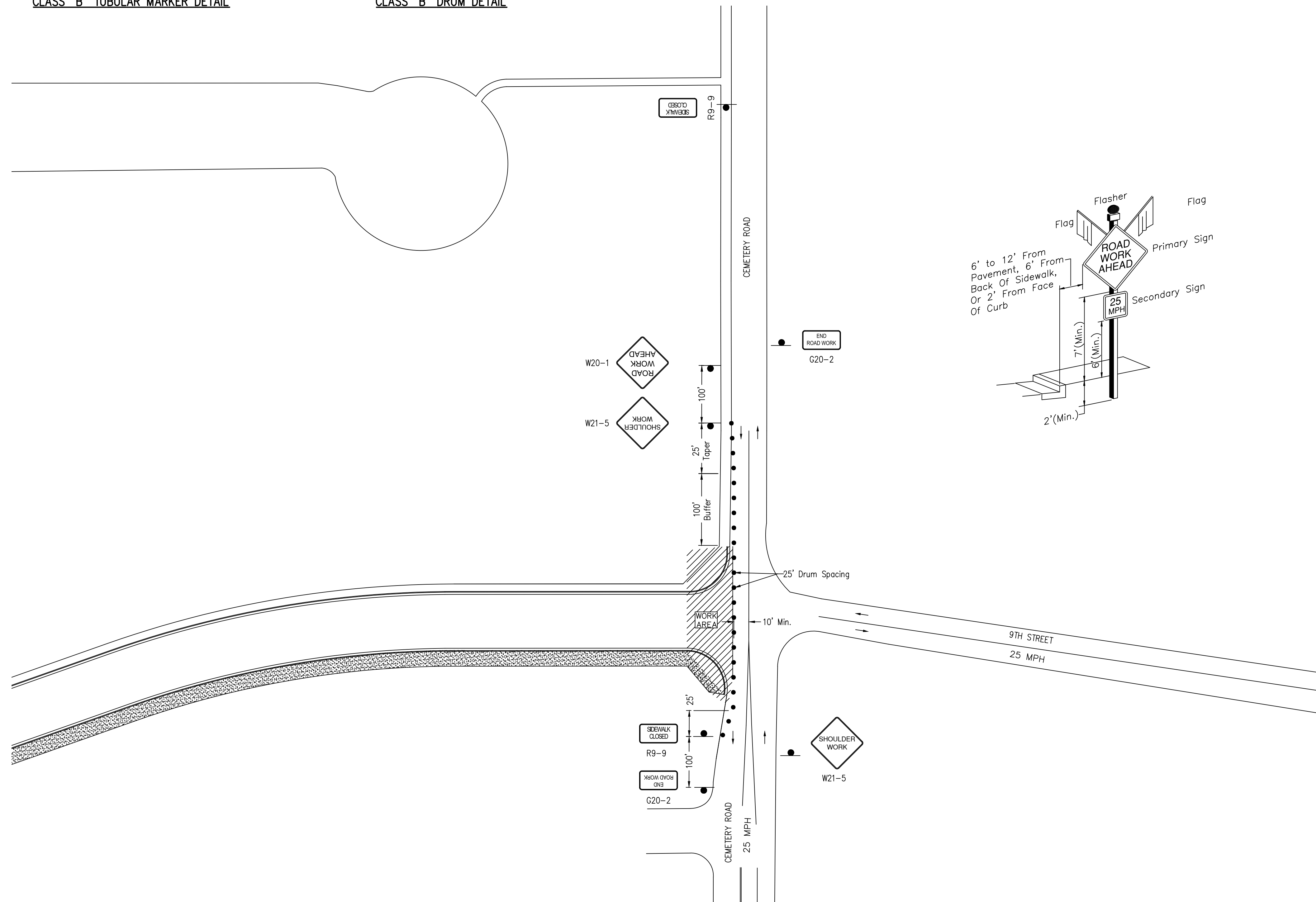
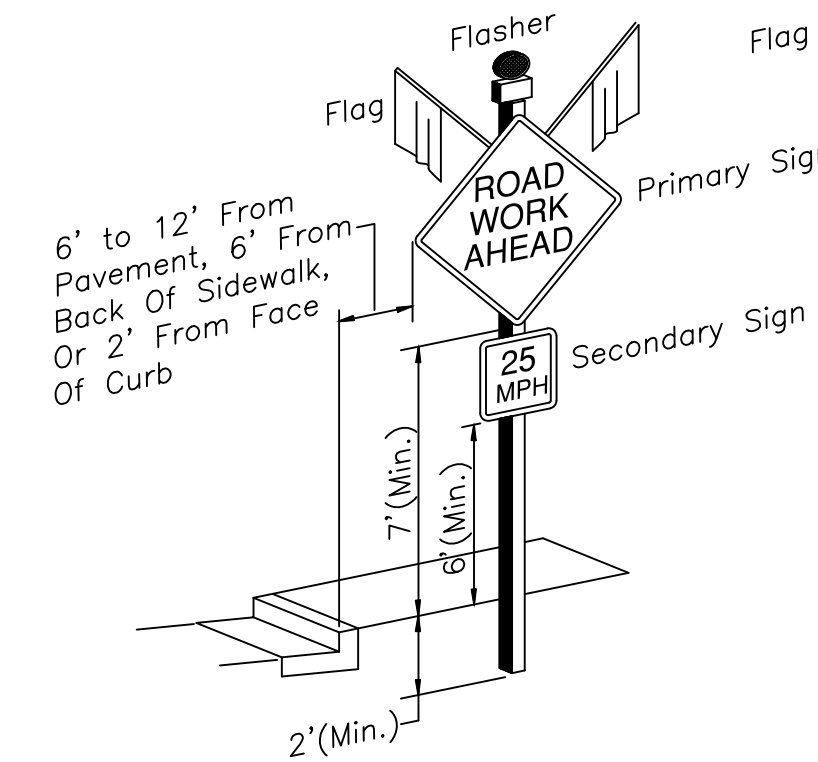
- Temporary Sign Location
- Barricade
- Drums/Portable Tubular Markers
- Work Area
- Traffic Direction
- Flagger



CLASS "B" TUBULAR MARKER DETAIL



CLASS "B" DRUM DETAIL



Shoulder Work Setup For Intersection

SCALE: NTS

Revisions:

• SIGNATURES •

• SHEET TITLE •

Design By: PRECISION Date: 12/2023 Drawn By: PRECISION Date: 12/2023

Temporary Traffic Control Plan

