

NAMPA HIGHWAY DISTRICT NO. 1

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

November 2024



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ADVERTISEMENT FOR BIDS

**Nampa Highway District
Nampa, Idaho
Northside & Cherry Roundabout Project**

Nampa Highway District is requesting Bids for the construction of the following Project:

Northside & Cherry Roundabout Project

Separate sealed BIDS for **the construction of a roundabout intersection project at the intersection of Northside Blvd. and Cherry Ln.** will be received at the **Nampa Highway District Office located at 4507 12th Ave Rd. Nampa, Idaho 83686**, until **Thursday, December 12, 2024, at 10:00 am** local time. At that time the Bids received will be publicly opened and read aloud.

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

There are no Federal funds utilized in this project.

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

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

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

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

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

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

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

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

November 27, 2024,

Nicolas J. Lehman, P.E.
District Engineer

Dates Advertised: November 28, 2024; December 5, 2024

ISPWC - BIDDER'S CHECK LIST

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

Check off when completed:

1. Are all blank spaces filled out on Bid Form?
2. Have questions arising from the bidding, contract, specifications or plans been submitted to the proper authority and resolved in the proper manner?
3. Are Bid amounts shown correctly as well as extensions and totals? Recheck for errors or omissions. Both lump sum and unit prices must be shown in words and figures.
4. Are authorized signatures properly affixed to the Bid form, giving also title, and Idaho Public Works Contractor license number, evidence of authority to sign, etc.?
5. Have all plumbing, heating, air conditioning and electrical subcontractors to whom work will be awarded been listed, as well as their Idaho Public Works Contractor license number?
6. Have all other subcontractors, individuals or entities as required in the Instructions to Bidders been listed, and in the case of subcontractors, their Idaho Public Works Contractor license number?
7. Have all Addenda been received and acknowledged with the proper signature on the Bid Form?
8. In order for a Bid to be considered, the Bid form, Bid Security, naming of subcontractors form, and other required attachments must be placed in a properly addressed sealed envelope and delivered to the specified authority prior to the time designated for the bid opening.
9. Has Bid Security been enclosed?
10. Has Bidder performed examinations in accordance with the Instructions to Bidders?
11. Has Bidder included additional information required in Article 14 of the Instructions to Bidders?

INSTRUCTIONS TO BIDDERS

Northside & Cherry Roundabout Project

TIME AND PLACE FOR DELIVERY OF BIDS:

Date: Thursday, December 12, 2024
Time: 10:00 a.m.
Place: Nampa Highway District No.1
4507 12th Avenue Road
NAMPA, IDAHO 83686

All questions associated with this bid are due to Nampa Highway District #1 by close of business Thursday, December 5, 2024, as required in Paragraph 7.03 below. All questions are to be sent to the District Engineer at nick@nampahighway1.com.

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. *Days* – Unless otherwise clarified, all references to days in these Instructions to Bidders shall mean calendar days.
 - B. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.03.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Bidder's State of Idaho Public Works contractor license number.
 - B. Subcontractor qualification information. Refer to Idaho Code Title 67, Chapter 23 regarding listing of subcontractors.
- 3.02 Contractor must have an Idaho Public Works Contractors License prior to signing the Contract pursuant to Idaho Code Title 54, Chapter 19.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A pre-bid conference will not be conducted for this Project.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 5.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 5.02 *Existing Site Conditions*
- A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*
 1. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data. In accordance with Paragraph 5.05 of the General Conditions, the Contractor is responsible for verifying the actual location of all Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work.

5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. It is the responsibility of the Bidder to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows: [Email Engineer at nick@nampahighway1.com](mailto:nick@nampahighway1.com)
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than [seven](#) days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

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 (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner’s damages in the case of a damages-form bond. Such forfeiture will be Owner’s exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 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 (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors proposed for the following portions of the Work:
- A. **Licensed Electrician**
 - B. **Contractor Approved by City of Nampa to perform Hot Taps on watermains**
 - C. **Licensed Well-Driller (to abandon existing wells)**
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.05 Per Idaho Code 67-2310, Bidder shall include in their bid the name(s), address(es), and Idaho Public Works Contractors License number(s) of the Subcontractors who will, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air conditioning work, and the electrical work under the general Contract. Failure to name Subcontractors as required by this section shall render any Bid unresponsive and void. Use Naming of Subcontractors Form 00440.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must 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 must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.
- 12.13 All bids must be on the Bid Form provided in the Bidding Documents. Bids must be enclosed in a sealed envelope, endorsed, and addressed as follows:

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

ARTICLE 13—BASIS OF BID

- 13.01 *Lump Sum* (not used)
- 13.02 *Base Bid with Alternates* (not used)
- 13.03 *Sectional Bids* (not used)
- 13.04 *Unit Price*
- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 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.
- 13.05 *Allowances* (not used)

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package (as described in paragraph 12.13 above) with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must 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 must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be 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. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 Refer to Idaho Code Sections 54-1904b, 54-1904b, and 54-1904d for relief from bids.

ARTICLE 16—OPENING OF BIDS

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

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether 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.
- 18.06 The purchase of construction services shall be made pursuant Idaho Statute Title 67, Chapter 28. The acquisition of construction services must be subject to a competitive bidding process made from a qualified public works contractor submitting the lowest bid price complying the bidding procedures and meeting prequalification criteria, if any are provided in accordance with I.C. 67-2805, that are established in the bidding documents. For a Category A bid process, the political subdivision may only consider the amount bid, bidder compliance with the administrative requirements of the bidding process, and whether the bidder holds the requisite State of Idaho Public Works Contractors License, and shall award the bid to the responsible bidder submitting the lowest responsive bid.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation. The date upon which the bonds are binding shall be the effective date of the Agreement.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

- 21.01 (not used)

ARTICLE 22—CONTRACTS TO BE ASSIGNED

ARTICLE 23—STATE OF IDAHO STATUTORY PROVISIONS

23.01 Additional State of Idaho Statutory provisions to be aware of:

- A. Title 54, Chapter 19, *Public Works Contractors*.
 - 1. Idaho Code Section 54-1920(2) regarding a public officer who lets a contract to an unlicensed firm may be held personally liable.
 - 2. Idaho Code Section 54-1926 regarding the requirement for payment and performance bonds on all public works projects over \$50,000.
 - 3. Idaho Code Section 54-1928 regarding agencies and officials may be held liable for failure to obtain bonds.
- B. Idaho Code Title 46, Chapter 10, *State Disaster Preparedness Act*, regarding emergency exceptions.
- C. Idaho Code Section 67-2348, *Preference for Idaho Domiciled Contractors on Public Works*.
- D. Idaho Code Section 67-2349, *Preference for Idaho Suppliers and Recycled Paper Products for Purchases*.

BID FORM FOR CONSTRUCTION CONTRACT

NORTHSIDE & CHERRY ROUNDABOUT PROJECT

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 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **Nampa Highway District No. 1**
4507 12th Avenue Road
Nampa, Idaho 83686

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

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

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- E. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID

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

BID SCHEDULE SUMMARY

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

ARTICLE 4—PRICE-PLUS-TIME BID (NOT USED)

ARTICLE 5—TIME OF COMPLETION

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.02 Bidder agrees that the Work will be substantially complete on or before **August 1, 2025**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 22, 2025**.
- 5.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 6.01 *Bid Acceptance Period*
 - A. 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.
- 6.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 6.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 7—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

- 7.01 *Bidder’s Representations*
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing

surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no 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.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

7.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

- b. 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.
- c. 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.
- d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

**BID SCHEDULE
NORTHSIDE AND CHERRY INTERSECTION**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
201.4.1.C.1	REMOVAL OF OBSTRUCTIONS	1	LS		
202.4.1.A.1	EXCAVATION (PLAN QUANTITY)	25,900	CY		
202.4.5.A.1	UNSUITABLE MATERIAL EXCAVATION	1,340	CY		
207.4.1.B.3	INFILTRATION FACILITIES (BIORETENTION BASIN)	7,720	SF		
307.4.1.J.1	GRAVEL ACCESS ROAD - TYPE 1	230	LF		
307.4.1.K.5	SOFT SPOT REPAIR CRUSHED AGGREGATE BASE MATERIAL (0 TO 10 CY)	10	CY		
307.4.1.K.7	SOFT SPOT REPAIR CRUSHED AGGREGATE BASE MATERIAL (11 CY AND ABOVE)	1,330	CY		
401.4.1.A.1.A	6" PVC, AWWA C900, DR18 WATER MAIN	20	LF		
401.4.1.A.1.B	12" PVC, AWWA C900, DR18 WATER MAIN	740	LF		
401.4.1.A.1.C	ADJUST DEPTH OF 12" WATER MAIN	1,240	LF		
402.4.1.A.1.A	6" GATE VALVE, FLxMJ	1	EA		
402.4.1.A.1.B	12" GATE VALVE, FLxMJ	1	EA		
403.4.1.A.1.A	HYDRANT - REMOVE AND RESET FIRE HYDRANT	2	EA		
403.4.1.A.1.B	HYDRANT	1	EA		
404.4.1.A.1	WATER SERVICE CONNECTION, SIZE 1-1/2"	9	EA		
505.4.1.C.1.A	ADJUST DEPTH OF 12" PRESSURE SEWER PIPE	450	LF		
505.4.1.C.1.B	ADJUST DEPTH OF 18" PRESSURE SEWER PIPE	450	LF		
601.4.1.A.5.12	12" STORM DRAIN OR GRAVITY IRRIGATION PIPE, CLASS C900 PVC	1,560	LF		
601.4.1.A.5.18	18" STORM DRAIN OR GRAVITY IRRIGATION PIPE, CLASS C900 PVC	410	LF		
602.4.1.E.1.48	STORM DRAIN OR GRAVITY IRRIGATION CATCH MANHOLE-SIZE 48"	7	EA		
602.4.1.F.1	CATCH BASIN, TYPE I	8	EA		
602.4.1.H.1	PRECAST SEDIMENT BOX - SIZE 1000 GAL	2	EA		

**BID SCHEDULE
NORTHSIDE AND CHERRY INTERSECTION**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
602.4.1.M.1	CONCRETE IRRIGATION BOX - SIZE 4'X4'	4	EA		
602.4.1.O.1	IRRIGATION DITCH, SIZE 3' WIDE X 1' DEEP	361	LF		
602.4.1.Q.1	GROUNDWATER OBSERVATION WELL	1	EA		
705.4.1.A.1.A	PORTLAND CEMENT CONCRETE PAVEMENT - CLASS 4000A, 9-INCH THICKNESS (COLORED TRUCK APRON)	380	SY		
705.4.1.A.1.B	PORTLAND CEMENT CONCRETE PAVEMENT - CLASS 4000A, 10-INCH THICKNESS	4,550	SY		
706.4.1.A.5	STANDARD 6-INCH VERTICAL CURB & GUTTER	1,870	LF		
706.4.1.A.9.A	MOUNTABLE ROUNDABOUT CURB (NO GUTTER), SIZE 3-INCH (TRUCK APRON)	300	LF		
706.4.1.A.9.B	MOUNTABLE ROUNDABOUT CURB (NO GUTTER), SIZE 4-INCH (SPLITTER ISLAND)	1,600	LF		
706.4.1.A.9.C	MOUNTABLE ROUNDABOUT CURB (NO GUTTER), SIZE 6-INCH (CENTER ISLAND)	210	LF		
706.4.1.A.11	MOUNTABLE ROUNDABOUT CURB AND GUTTER, SIZE 6-INCH	1,910	LF		
706.4.1.B.1	CONCRETE VALLEY GUTTERS	80	LF		
706.4.1.E.1	CONCRETE SIDEWALK, THICKENSS 5-INCH	3,360	SY		
706.4.1.F.1	CONCRETE DRIVEWAY APPROACH, SD-710	790	SY		
706.4.1.H.1.A	PEDESTRIAN RAMP W/ DETECTABLE WARNING DOMES, TYPE SD-712G MOD (10' WIDE)	8	EA		
706.4.1.H.1.B	PEDESTRIAN RAMP W/ DETECTABLE WARNING DOMES, TYPE SPLITTER ISLAND	4	EA		
706.4.1.H.1.C	PEDESTRIAN RAMP W/ DETECTABLE WARNING DOMES, TYPE SD-712C, C4 (10' WIDE)	2	EA		
801.4.1.B.1	6" MINUS UNCRUSHED AGGREGATE BASE	23,040	TON		
802.4.1.B.1	CRUSHED AGGREGATE FOR BASE TYPE I (PLAN QUANTITY)	13,090	TON		
810.4.1.A.1	PLANT MIX PAVEMENT - SUPERPAVE SP-3	5,280	TON		
901.4.1.A.1.A	12" DIAMETER PRESSURE IRRIGATION MAIN, TYPE C900 PVC	1,460	LF		
901.4.1.A.1.B	ADJUST DEPTH OF 12" PRESSURE IRRIGATION MAIN	540	LF		
902.4.1.A.1	12" DIAMETER PRESSURE IRRIGATION VALVE, TYPE FLxMJ	2	EA		

**BID SCHEDULE
NORTHSIDE AND CHERRY INTERSECTION**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
903.4.1.A.1	1" DIAMETER PRESSURE IRRIGATION PIPE SERVICE, TYPE PE	17	EA		
1001.4.2.A.1	STAGING AREA	1	EA		
1001.4.2.B.1	STABILIZED CONSTRUCTION ENTRANCE	4	EA		
1003.4.1.B.1	BIOFILTER BAGS	6,680	LF		
1006.4.1.C.1	INLET PROTECTION	8	EA		
1101.4.1.A.1	RRFB SIGNAL SYSTEM	1	LS		
1102.4.1.I.1	ILLUMINATION SYSTEM	1	LS		
1103.4.1.B.1	TRAFFIC CONTROL SIGNS	1,900	SF		
1103.4.1.C.1	TRAFFIC CONTROL BARRICADES, TYPE III	12	EA		
1103.4.1.D.1	TRAFFIC CONTROL DRUMS	150	EA		
1103.4.1.H.1	PORTABLE TUBULAR MARKERS	75	EA		
1103.4.1.I.1	TRAFFIC CONTROL FLAGGERS	160	MH		
1103.4.1.J.1	TRAFFIC CONTROL MAINTENANCE	320	MH		
1104.4.1.A.1	PAVEMENT MARKINGS (PAINT)	6,280	SF		
1104.4.1.C.1	PAVEMENT MARKINGS (CONTRAST TAPE)	2,590	SF		
1105.4.1.E.1	ROADSIDE TRAFFIC SIGN INSTALLATION (ONE METAL POST)	28	EA		
1105.4.1.F.1	ROADSIDE TRAFFIC SIGN INSTALLATION (TWO METAL POSTS)	12	EA		
1105.4.1.G.1	CHANNELIZER (18" YELLOW)	12	EA		
1105.4.1.H.1	RELOCATE ROADSIDE SIGN	7	EA		
2010.4.1.A.1	MOBILIZATION	1	LS		
2020.4.1.F.1	REFERENCE AND RESET MONUMENT	4	EA		
2030.4.1.A.1	MANHOLE ADJUST TO GRADE	2	EA		

**BID SCHEDULE
NORTHSIDE AND CHERRY INTERSECTION**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
2030.4.1.C.1	VALVE BOX, ADJUST TO GRADE	13	EA		
2040.4.1.A.1.A	FENCE, TYPE 6' CHAIN LINK	80	LF		
2040.4.1.A.1.B	FENCE, TYPE 5' WROUGHT IRON	230	LF		
2040.4.1.B.1	GATES, TYPE 14' SLIDE, WROUGHT IRON	2	EA		
2050.4.1.C.1	SUBGRADE SEPARATION GEOTEXTILE, TYPE III	20,320	SY		
SP 02020	GRAVEL REPAIR	950	SY		
SP 02021	GRAVEL CUT/FILL SLOPE	3,420	SY		
SP 04041	WATER SERVICE CONNECTION TO HOUSE	2	EA		
SP 05051	SEWAGE BYPASS SYSTEM	1	LS		
SP 06007	ABANDON EXISTING WELL	2	EA		
SP 06013	STORM WATER MANAGEMENT PLAN PREPARATION & APPROVAL	1	LS		
SP 06014A	INLET STRUCTURE, SIZE 12"	1	EA		
SP 06014B	INLET STRUCTURE, SIZE 18"	1	EA		
SP 07009	MEDIAN ISLAND CURB	250	LF		
SP 07013	COLORED AND PATTERNED CONCRETE	2,300	SY		
SP 08120	ASPHALT REPAIR	1,060	SY		
SP 09022A	CONCRETE HEADWALL	1	EA		
SP 09022B	CONCRETE HEADWALL	7	EA		
SP 20003	TEMPORARY CONSTRUCTION FENCING	1,000	LF		
SP 20110	CONCRETE BLOCK WALL WITH BRICK VENEER	130	LF		
SP 20200	SURVEY	1	LS		
SP 20201A	DIRECTED SURVEYING FIELD CREW	40	HR		

**BID SCHEDULE
NORTHSIDE AND CHERRY INTERSECTION**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
SP 20201B	DIRECTED SURVEYING OFFICE COMPUTATIONS	40	HR		
SP 25050	4" TOPSOIL	1,120	SY		
SP 25080	REMOVE AND RESET MAILBOX	16	EA		
SP 29055	HYDROSEED	1,170	SY		
SP 29060	LANDSCAPE ROCK (WITH WEED BARRIER)	1,970	SY		
SP 29065	SOD REPAIR	1,120	SY		
SP 29067	REPAIR LANDSCAPING	500	SY		
SP 29070	REMOVE AND RESET LANDSCAPE TIMBER	130	LF		
SP 29090	TRIM TREE	2	EA		
SP 29093	REMOVE TREE 6"+	7	EA		
SP 29101	REPAIR SPRINKLER SYSTEM	2,200	LF		
TOTAL PRICE					

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

BIDDER: _____

December 12, 2024

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Nampa Highway District Address <i>(principal place of business)</i> : 4507 12th Avenue Road Nampa, Idaho 83686	Bid Project <i>(name and location)</i> : Northside and Cherry Roundabout Project Bid Due Date: December 12, 2024
Bond (5% of Total Bid Price) Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) 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 will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Northside & Cherry Roundabout Project

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification</u>	<u>License Number</u>
_____	_____	_____

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

This Agreement is by and between **the Nampa Highway District No. 1, a body corporate and politic of the State of Idaho** (“Owner”) and _____ (“Contractor”).

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

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: **Northside & Cherry Roundabout Project**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Northside & Cherry Roundabout Project**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Ardurra** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Six Mile Engineering**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is 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 *Contract Times: Dates*

A. The Work will be substantially complete on or before **August 1, 2025** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 22, 2025**.

4.03 *Contract Times: Days (not used)*

4.04 *Milestones*

A. The gravity irrigation system shall be complete and operable before irrigation water begins flowing. For the purposes of this contract, work associated with the gravity irrigation shall be complete on or before **March 1, 2025**.

4.05 *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 and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. 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):
1. *Substantial Completion*: Contractor shall pay Owner **\$2,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$2,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones*: Contractor shall pay Owner **\$5,000.00** for each day that expires after the date specified above for completion of the Gravity Irrigation System.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. *(not used)*
- B. The Bid prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 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 the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in 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 elsewhere in the Contract.
 - 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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E 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 punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **5** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.

5. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction, Latest Edition (not attached).
6. 2022 Highway Standards and Development Procedures for the Association of Canyon County Highway Districts (not attached).
7. 2015 City of Nampa Standard Construction Specifications; including Nampa’s 2019 Modification to Section 1101 and 2020 Modification to Section 1102 (not attached).
8. Project Specific Special Specification (not attached but incorporated by reference) consisting of **42** pages with the following general title: **Northside Boulevard and Cherry Lane Intersection**.
9. Drawings (not attached but incorporated by reference) consisting of **88** sheets with each sheet bearing the following general title: **Northside Boulevard and Cherry Lane Intersection**
10. Addenda (numbers _____ to _____, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
 - a. **n.a.**
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor’s Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. The Contractor is an appropriately licensed public works contractor per Idaho Cod Section 54-1902.
13. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 *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 8.02:

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

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPWC Division 100 published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

Nampa Highway District No. 1

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

Nampa Highway District No. 1

4507 12th Avenue Road

Nampa, Idaho 83686

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

*(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:

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

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

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

License No.: _____

(where applicable)

State: _____

PERFORMANCE BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner</p> <p>Name: Nampa Highway District No. 1</p> <p>Mailing address <i>(principal place of business)</i>: 4507 12th Avenue Road Nampa, Idaho 83686</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: Northside & Cherry Roundabout Project, Nampa, Idaho</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ <i>Effective Date of Contract</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the 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 periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

PAYMENT BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner</p> <p>Name: Nampa Highway District No. 1</p> <p>Mailing address <i>(principal place of business)</i>: 4507 12th Avenue Road Nampa, Idaho 83686</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: Northside & Cherry Roundabout Project, Nampa, Idaho</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ <i>(Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, 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 Construction 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 will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the 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.
 - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
 18. Modifications to this Bond are as follows: **None**

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

Northside & Cherry Roundabout Project

These Supplementary Conditions amend or supplement ISPWC Division 100, Standard General Conditions of the Construction Contract. The General Conditions remain in full force and effect except as amended.

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—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Terms used in Supplementary Conditions have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below:*

- A. *Days* – Unless otherwise clarified, all references to days in these Supplementary Conditions shall mean calendar days.

ARTICLE 2—PRELIMINARY MATTERS

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor **one (1)** printed or hard copy of the Drawings Contract Documents (including one fully signed counterpart of the Agreement), and **one (1)** in electronic portable document format (PDF).

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.03 *Reference Points*

SC-4.03.A Add the following to the end of the paragraph:

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

SC-4.03 Add the following new paragraph immediately after Paragraph 4.05.A:

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

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
Northside Boulevard and Chery Lane Intersection Geotechnical Engineering Report (62215126)	March 30, 2023	Sub-surface bore results and infiltration rate test results

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: [There are no known drawings of existing physical conditions at or adjacent to the Site.](#)
- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at [the Nampa Highway District No. 1 office, 4507 12th Avenue Road, Nampa, Idaho during the hours of 6:30 a.m. to 4:30 p.m., Monday through Thursday](#), or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Delete Paragraphs 5.06A and 5.06B in their entirety and insert the following

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

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of ISPWC 00610.
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of ISPWC 00615.

6.03 Contractor's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following:
1. Nampa Highway District #1
 2. Ardurra
 3. Six Mile Engineering, PA
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$ 0
Bodily injury by disease—aggregate	\$ 0
Employer's Liability	
Each accident	Statutory
Each employee	Statutory
Policy limit	Statutory
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$0

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

- G. *Commercial General Liability—Form and Content:* Contractor’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$ 2,000,000
Products—Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 0
Bodily Injury and Property Damage—Each Occurrence	\$ 1,000,000

- J. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance 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. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$ 1,000,000

- K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7:00 a.m. and 6:00 p.m. daily, excluding weekends and holidays.
2. Owner's legal holidays are **Federal Holidays**.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.13 *Owner’s Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

- A. Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative is not Engineer’s consultant, agent, or employee. Owner’s Site Representative will be [Ardurra](#). The authority and responsibilities of Owner’s Site Representative follow: **Article 10-ENGINEER’S STATUS DURING CONSTRUCTION.**

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer’s representative at the Site. RPR’s dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR’s dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and 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 Contractor’s proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
 6. *Payment Requests: Review Applications for Payment with Contractor.*
 7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will 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, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 5. Advise on, issue directions regarding, or assume control over security or 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. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to 50 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 15 percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

No Supplementary Conditions in this Article.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No Supplementary Conditions in this Article.

ARTICLE 18—MISCELLANEOUS

No Supplementary Conditions in this Article.

END OF SUPPLEMENTARY CONDITIONS

SPECIAL PROVISIONS

Northside Boulevard and Cherry Lane Intersection



Six Mile Engineering, PA
November 19, 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 Schedule and as provided in the following:

- Idaho Standards for Public Works Construction (ISPWC), 2020 Version
- Highway Standards and Development Procedures for the Association of Canyon County Highway Districts (ACCHD), 2022 Version
- City of Nampa 2023 Standard Construction Specifications
- These Special Provisions

The Contractor is required to be a holder of the 2020 ISPWC, the 2017 Highway Standards and Development Procedures for ACCHD, which modifies selected requirements of the ISPWC, and the City of Nampa 2023 Standard Construction Specifications.

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

2. **Basis of Quantities**

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

3. **Project Maintenance and Local Access During Construction**

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

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

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

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

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

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

4. Retain and Protect Existing Items

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

5. Protection of Trees and Bushes

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

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

6. Property Owner Coordination

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

Coordinate items of work affecting adjacent properties with the property owners or their agents.

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

7. On-Site Supervision

Provide competent on-site supervision during all construction activities, including SUBCONTRACTOR activities. The Contractor's superintendent and the Subcontractors'

superintendents shall be identified at the preconstruction conference and shall at a minimum be on-site from the notice to proceed date to the completion date. If for any reason the Contractor needs to replace the superintendent, a written notice must be submitted to NHD within (5) five working days before the event occurs.

8. Prosecution of Work

Contractor's construction activities are limited as follows:

- Begin construction of the Frazier Lateral irrigation crossing of Northside Boulevard with adequate time to complete the work by March 1st.
- Maintain traffic on one paved travel lane in each direction on Northside Boulevard and on Cherry Lane until receiving approval to close the intersection or following the approved intersection closure duration. Request approval of short-term lane closures with flagging a minimum of five (5) working days prior to lane closure.
- Close the intersection to through traffic by April 1st. An earlier closure date may be allowed by NHD if the traffic closure for the construction of the Franklin Road and Karcher Road intersection is no longer in effect.
- The intersection may be closed to through traffic for **a duration not to exceed 120 consecutive calendar days**. Request approval to close the intersection a minimum of 14 calendar days prior to the anticipated closure date.

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

9. Construction Staging and Temporary Traffic Control

Develop and submit detailed construction staging, detour, and temporary traffic control plans to NHD for review and approval prior to implementation. Provide ten (10) working days in the schedule for NHD to review each submittal. The traffic control plans must address advanced construction signing, pedestrian and bicycle detours, and detailed temporary traffic control for each phase of work.

Contractor's construction staging and temporary traffic control plans must meet requirements in the Prosecution of Work section above, maintain the number of travel lanes and minimum lane widths, and meet the Manual on Uniform Traffic Control Devices (MUTCD) requirements as adopted by the State. The cost to develop construction staging and temporary traffic control plans shall be considered incidental to item 2010.4.1.A.1, Mobilization.

10. Substantial and Final Completion

Substantial Completion. Substantial completion shall occur no later **August 1, 2025**. Substantial completion is defined as having the roadway paving and approaches completed, and the intersection open to one travel lane in each direction on Northside Boulevard and Cherry Lane. The Contractor shall notify NHD in writing five (5) days before his proposed substantial completion date, so NHD can complete the punch list and prepare the substantial completion notice. If the Contractor has not achieved substantial completion by the required date, the liquidated damages clause of the contract related to substantial completion will be enforced.

Final Completion. After issuance of the substantial completion notice, the Contractor will have fifteen (15) working days to complete all of punch list items. If the Contractor has not finished all contract requirements and/or punch list items after the fifteen (15) working days, the liquidated damages clause of the contract related to ready-for-final-payment will be enforced.

11. Coordination with Utilities

It is 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 is incidental to other items of work and no separate payment will be made. Include the following timeframes in the CPM schedule for utilities relocations.

City of Nampa

Daniel Badger, City Engineer
500 12th Ave S
Nampa, ID 83651
badgerd@cityofnampa.us

Construct new water and pressure irrigation main lines and services per plans. Adjust manholes and valve boxes to grade per plans. Lower existing water, pressure irrigation and pressure sanitary sewer to maintain minimum cover. Retain and protect all other City of Nampa facilities.

Idaho Power

Brack Judy
1221 W. Idaho Street
Boise, ID 83702
bjudy2@idahopower.com

Idaho Power intends to complete adjustments and relocations of their facilities prior to project construction. Coordinate with Idaho Power to confirm completion of their relocations. Idaho Power will top the poles that no longer have Idaho Power facilities. Topped poles would be removed by the joint user utilities with facilities remaining on the topped poles. Retain and protect Idaho Power facilities.

Intermountain Gas

Domingo Enrico
2921 Caldwell Blvd.
Caldwell, ID 83651
domingo.enrico@intgas.com

Intermountain Gas will adjust/reconstruct their facilities during construction of this project. They estimate five weeks to complete their work. Coordinate with Intermountain Gas to verify schedule and duration of relocations. Retain and project Intermountain Gas facilities.

Lumen

Tammy Sebright
3110 Commercial Way
Caldwell, ID 83605
Tammy.sebright@lumen.com

Lumen intends to complete adjustments and relocations of their facilities prior to construction of this project. Coordinate with Lumen to confirm completion of their relocations. Retain and project Lumen facilities.

Pioneer Irrigation District

Kirk Meyers
3804 S Lake Avenue
Caldwell, ID 83605
kirk@pioneerirrigation.com

Construct new crossing of Frazier Lateral per plans. Retain and protect all other Pioneer Irrigation District facilities.

Syringa

Austin Garrett
12301 W Explorer Dr
Boise, ID 83703
agarrett@syringanetworks.net

Syringa will adjust/reconstruct their facilities during construction of this project. For scheduling purposes, assume 2 weeks for Syringa to relocate their facilities. Coordinate with Syringa to verify schedule and duration of relocations. Retain and project Syringa facilities.

Zayo

Fatih Adam
Fatih.adam@cobbfindley.com
zayo.relo.idaho@zayo.com

Zayo will adjust/reconstruct their facilities during construction of this project. For scheduling purposes, assume 2 weeks for Zayo to relocate their facilities. Coordinate with Zayo to verify schedule and duration of relocations. Retain and project Zayo facilities.

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

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

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

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

12. CPM Schedule and Gantt Chart Requirements

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

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

The Contractor shall not stop the work process for any length of time without written consent of NHD. Should the prosecution of the work be discontinued or changed for any reason, the Contractor shall notify NHD at least two working days in advance of changing or resuming operations.

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

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

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

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

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

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

The CPM shall conform to the following specifications:

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

Critical Path shall be clearly defined:

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

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

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

13. Quality Control Testing

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

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

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

14. Quality Assurance Testing

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

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

15. Permits

The Contractor is responsible for all required permits.

16. Lighting

Submit list of lighting and RRFB materials to the NHD for approval prior to purchase. The materials shall meet the City of Nampa's 2023 Standard Construction Specifications. Allow 15 working days for material review.

Contact Idaho Power at 208-388-2323 to request a new power service for the service pedestal. Idaho Power's service installation cost shall be billed directly to the City.

17. Stormwater and Irrigation Flows

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

18. Trenches

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

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

made.

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

19. Asphalt and Concrete Cutting

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

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

20. Sources

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

21. Excess Material Site

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

22. Warning and Regulatory Signs

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

23. Truck/Trailer Load Coverage

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

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

24. Information Given Prior to Award

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

25. Site Cleanup

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

26. Damage Beyond Construction Limits

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

27. Geotechnical Engineering Report

Terracon Consultants, Inc. conducted field exploration and materials testing for this project. Their Final Geotechnical Engineering Report is dated March 30, 2023, and is available in PDF format from NHD.

28. Construction of Irrigation Improvements

Construct the Frazier Lateral crossing during the irrigation off-season, generally October 15th to March 1st. All irrigation improvements must be completed prior to March 1st, 2025, or as directed by Pioneer Irrigation District.

29. Americans with Disability Access (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 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. Temporary traffic control for pedestrians shall meet the accessibility requirements (Standards) set forth in Part 6 of the MUTCD. 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. **Contractor 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. **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.

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 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.

30. Connecting and Plugging Pipes

Connecting new pipes, manholes, irrigation structures\ditches and catch basins to existing pipes, manholes, irrigation structures\ditches and catch basins is incidental to other work and no additional compensation will be made. Additional, plugging holes of pipe removed from existing manholes, irrigation structures or catch basins with grout to form a watertight seal is incidental to other work and no additional compensation will be made.

31. Shop Drawings

Plans show details of all structures, lines, grades, typical cross sections of the roadway, location and design of all structures and a summary of items appearing on the proposal. The Contractor shall keep one set of plans available at the work site at all times.

Contractor must supplement the plans with such working drawings necessary to adequately control the work. Working drawings shall be submitted to the NHD for review in advance of the start of the proposed work. Contractor shall allow sufficient review time and correction resubmittals by the Contractor without impacting the approved construction schedule. Unless otherwise stated in the contract, NHD will require up to (15) business days from the date the submittals or re-submittals are received until they are returned to the Contractor. No extension to contract time will be given due to re-submittals or the failure of the Contractor to provide any information necessary in a timely fashion. If necessary, drawings will be signed and sealed by a Professional Engineer licensed to practice in the State of Idaho.

This review time will increase if the drawings submitted do not meet the contract requirements or do not contain sufficient details.

For structures, six (6) sets of working drawings shall be furnished and shall include stress sheets, shop drawings, erection plans, coffer dam plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data required of the Contractor. All structural drawings provided shall be sealed by a Professional Engineer licensed to practice in the State of Idaho.

Working drawings shall be approved before beginning the work covered by the submitted drawings. Such approval is only for general conformance with the information given in the contract documents and does not relieve the Contractor of responsibility for correctness of the details and dimensions, nor does it waive any requirements of the specifications.

The contract price shall include the cost of furnishing all submitted shop and/or working drawings.

SPECIAL PROVISIONS

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

ON PAGE 15 OF SECTION 202 OF THE ISPWC, PART 4 – MEASUREMENT AND PAYMENT, replace Section 4.1.A with the following:

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

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

Payment for this item will be made under:

1. Bid Schedule Payment References: 202.4.1.A.1
Bid Schedule Description: Excavation (Plan Quantity)..... cubic yard (CY)

2. 401.4.1.A.1 Water Main, PVC, AWWA C900, DR18

ON PAGE 9 OF SECTION 401 OF THE ISPWC, PART 3.2 – PIPE INSTALLATION, add the following:

- R. In areas where existing water main depth must be lowered to provide the required minimum pipe cover, existing water main pipe and fittings may be reused if in good condition and acceptable to the City.

ON PAGE 17 OF SECTION 401 OF THE ISPWC, PART 4 – MEASUREMENT AND PAYMENT, replace items 1 and 2 in 4.1.A with the following:

1. Bid Schedule Payment Reference: 401.4.1.A.1.A
2. Bid Schedule Description: 6" PVC, AWWA C900, DR18 Water Main, per Linear Foot
3. Bid Schedule Payment Reference: 401.4.1.A.1.B
4. Bid Schedule Description: 12" PVC, AWWA C900, DR18 Water Main, per Linear Foot

ON PAGE 17 OF SECTION 401 OF THE ISPWC, PART 4 – MEASUREMENT AND PAYMENT, add the following:

- C. Adjust Depth of 12" Water Main: Measurement and payment on a per linear foot basis for the type and size of pipe measured along the horizontal centerline of

the pipe through all fittings and valves. Includes lowering existing pipe, installing new pipe, fittings, connections, thrust blocks, restraint, cleaning, disinfection and testing, excavation, bedding, backfill and all appurtenances not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 401.4.1.A.1.C
2. Bid Schedule Description: Adjust Depth of 12" Water Main, per Linear Foot

3. 505.4.1.C.1 Adjust Depth of Pressure Sewer Pipe

ON PAGE 5 OF SECTION 505 OF THE ISPWC, PART 3.2 – INSTALLATION OF PRESSURE SEWERS, add the following:

- F. In areas where existing pressure sewer pipe depth must be lowered to provide the required minimum pipe cover, existing pressure sewer pipe and fittings may be reused if in good condition and acceptable to the City.
- G. One air release/vacuum valve will be included for each line. Location to be determined in coordination with the City of Nampa.

ON PAGE 6 OF SECTION 505 OF THE ISPWC, PART 4 – MEASUREMENT AND PAYMENT, add the following:

- D. Adjust Depth of Pressure Sewer Pipe: Measurement and payment on a per linear foot basis for the type and size of pipe measured along the horizontal centerline of the pipe through all fittings and valves. Includes lowering existing pipe, installing new pipe, fittings, connections, thrust blocks, air release/vacuum valves, markers, testing, excavation, bedding, backfill and all other work not separately itemized in the Bid Schedule.
 1. Bid Schedule Payment Reference: 505.4.1.C.1.A
 2. Bid Schedule Description: Adjust Depth of 12" Pressure Sewer Pipe, per Linear Foot
 3. Bid Schedule Payment Reference: 505.4.1.C.1.B
 4. Bid Schedule Description: Adjust Depth of 18" Pressure Sewer Pipe, per Linear Foot

4. 602.4.1.O.1 Irrigation Ditch 3' Wide by 1' Deep

ON PAGE 12 OF SECTION 602 OF THE ISPWC, PART 4 – MEASUREMENT AND PAYMENT, replace Section 4.1.O with the following:

- O. Irrigation Ditch 3' Wide by 1' Deep: Per linear foot of irrigation ditch indicated on the Bid Schedule.
 1. Bid Schedule Payment Reference: 602.4.1.O.1
 2. Bid Schedule Description: Irrigation Ditch 3' Wide by 1' Deep . linear foot (LF)

5. **705.4.1.A.1.A Portland Cement Concrete Pavement – Class 4000A, 9” Thickness**

ON PAGE 2 OF SECTION 705 OF THE ISPWC, PART 2 – MATERIALS, add the following to Section 2.1 Portland Cement Concrete:

- C. Integrally color the concrete using non-fading pigments conforming to ASTM C979. Utilize red-brick concrete color that matches in reasonably close conformance with Butterfield Color Uni-Mix Integral Concrete Colorant U34 - Brick Red or P15 – Brick Red. Submit color samples for approval prior to construction. Accepted color will be based on comparison to the Butterfield Color Uni-Mix Integral Concrete Colorant Color Chart.

Add integral concrete colorant according to manufacturer's instructions. Provide a copy of those manufacturer instructions to the engineer before producing material for incorporation into the work.

ON PAGE 2 OF SECTION 705 OF THE ISPWC, PART 2 – MATERIALS, replace to Section 2.5 Curing and Protective Coating Materials:

- A. Furnish materials meeting the following requirements:
1. Liquid membrane-forming clear curing compound conforming to ASTM C1315, Type 1.

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

1. Transverse joints shall be constructed radially from the center of the circle. Twenty joints shall be constructed resulting in a distance between joints measured at the outer edge of the truck apron of 14.76 feet (contractor to field verify) and 10.52 feet measured at the inner edge of the truck apron (contractor to field verify).
2. Joints shall be saw cut to a depth of 1-3/4” within 12 hours of the pour and sealed per ISPWC SD-714B for Hot Applied Sealant with No Backer Rod.

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

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

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

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

6. 705.4.1.A.1.B Portland Cement Concrete Pavement – Class 4000A, 10” Thickness

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

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

7. 706.4.1.A.9 Roundabout Curb

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

- 9A. Bid Schedule Payment Reference: 706.4.1.A.9.A
- 10A. Bid Schedule Description: Mountable Roundabout Curb (No Gutter), Size 3-Inch (Truck Apron) .linear foot (LF)
- 9B. Bid Schedule Payment Reference: 706.4.1.A.9.B
- 10B. Bid Schedule Description: Mountable Roundabout Curb (No Gutter), Size 4-Inch (Splitter Island) linear foot (LF)
- 9C. Bid Schedule Payment Reference: 706.4.1.A.9.C
- 10C. Bid Schedule Description: Mountable Roundabout Curb (No Gutter), Size 6-Inch (Center Island). linear foot (LF)

8. 801.4.1.B.1 6” Minus Uncrushed Aggregate Base

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

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

9. 802.4.1.B.1 – Crushed Aggregate for Base Type I (Plan Quantity)

ON PAGE 7 OF SECTION 802 OF THE ISPWC, PART 4 – MEASUREMENT AND PAYMENT, replace Section 4.1.A with the following:

Crushed Aggregate for Base: This item is paid for by the ton on a plan quantity basis with no final measurement, for which the price and payment constitutes full compensation for material and for loading, hauling, spreading, blending, shaping, drying, watering and compacting, and for all tools, labor and incidentals necessary to complete the work and all appurtenances not itemized on the Bid Schedule.

Payment for this item will be made under:

802.4.1.B.1 – Crushed Aggregate for Base Type I (Plan Quantity)ton (TON)

10. 810.4.1.A.1 Plant Mix Pavement SP-3

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

3. Plant mix pavement shall be Superpave SP-3, ½ inch nominal maximum aggregate size, meeting requirements of Section 803 of the ISPWC Manual and ACCHD Manual. Asphalt cement shall be PG 70-28 meeting the requirements of Section 805. A minimum of 0.5% Anti-Stripping additive is specified.

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

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

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

3.14. ADDITIONAL REQUIREMENTS

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

Surface profile per Section 810.3.13.B is required.

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

ON PAGE 16 of SECTION 810 OF THE ISPWC, PART 4.1 – MEASUREMENT AND PAYMENT, add the following:

This item includes all labor, materials, equipment and costs associated with saw cutting existing pavement where the project plant mix matches into existing pavement. This item also includes all labor, materials, equipment and costs associated with the furnishing and placement of an asphalt tack coat on previously placed plant mix pavement. The material shall be CSS-1 emulsified asphalt diluted 50% in accordance with Section 805. The application rate is 0.05 gallons per square yard. The tack coat will be incidental to the plant mix pavement pay item.

11. 901.4.1.A.1 12" Diameter Pressure Irrigation Main, Type C900 PVC

ON PAGE 8 OF SECTION 901 OF THE ISPWC, PART 3.2 – PIPE INSTALLATION, add the following:

- R. In areas where existing pressure irrigation main depth must be lowered to provide the minimum required pipe cover, existing pressure irrigation main pipe and fittings may be reused if in good condition and acceptable to the City.

ON PAGE 11 OF SECTION 901 OF THE ISPWC, PART 4 – MEASUREMENT AND PAYMENT, add the following:

C. Adjust depth of 12” Pressure Irrigation Main: Measurement and payment on a per linear foot basis for the type and size of pipe measured along the horizontal centerline of the pipe through all fittings and valves. Includes lowering existing pipe, installing new pipe, fittings, connections, thrust blocks, restraint, cleaning, disinfection and testing, excavation, bedding, backfill and all appurtenances not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 901.4.1.A.1.B
2. Bid Schedule Description: Adjust Depth of 12” Pressure Irrigation Main, per Linear Foot

12. 1001.4.2.A.1 Staging Area

ON PAGE 3 OF SECTION 1001 OF THE ISPWC, PART 3 – WORKMANSHIP, add the following:

C. Contractor must provide NHD a copy of agreements between Contractor and property owner for staging area seven days prior to occupying property. Any damage to NHD or City-owned infrastructure (roadway, curbs, sidewalk, etc.) by Contractor will be replaced at no cost to NHD or the City.

13. 1101.4.1.A.1 RRFB Signal System

ON PAGE 10 OF SECTION 1101 OF THE ISPWC, PART 4 – MEASUREMENT AND PAYMENT, replace Subsection A with the following:

A. RRFB Signal System: By the lump sum for all work included in the Contract Documents or specified herein. Work to include the sum total of all items for a complete system to be furnished, installed and tested, including full compensation for all costs involved in furnishing all labor, materials, and equipment necessary or incidental to the construction of a complete new RRFB Signal System for all approaches at the roundabout as shown in the Contract Documents. Includes materials, labor and equipment needed for excavation, foundations, poles, conduit, junction boxes, wiring, connections, rectangular rapid flashing beacons, controllers, mounting hardware, signs, restoration of facilities damaged during construction, completing all tests, and all appurtenances not itemized in Bid Schedule to produce a fully functional RRFB Signal System with CCTV pole and camera. All additional materials and labor not shown in the Contract Documents, or called herein, and which are required to complete the specified system are incidental to the construction and included in the lump sum contract price.

1. Bid Schedule Payment Reference: 1101.4.1.A.1
2. Bid Schedule Description: RRFB Signal Systemlump sum (LS)

14. 1102.4.1.1.1 Illumination System

ON PAGE 13 OF SECTION 1102 OF THE ISPWC, PART 4 – MEASUREMENT AND PAYMENT, add the following:

H. Illumination System: By the lump sum for all work included in the Contract Documents or specified herein. Work to include the sum total of all items for a complete system to be furnished, installed and tested, including full compensation for all costs involved in furnishing all labor, materials, and equipment necessary or incidental to the construction of a complete new illumination system as shown in the Contract Documents. Includes materials, labor and equipment needed for excavation, foundations, poles, conduit, junction boxes, wiring, connections, fuses, splices, luminaire fixtures, service pedestal, foundation for combination signal cabinet and service pedestal, signal cabinet, CCTV camera with enclosure and mounting hardware, CCTV controller, CCTV cabling, restoration of facilities damaged during construction, and all appurtenances not itemized in Bid Schedule to produce a fully functional illumination system with spare conduit for future uses as noted on the plans. All additional materials and labor not shown in the Contract Documents, or called herein, and which are required to complete the specified system are incidental to the construction and included in the lump sum contract price.

City to pay permit costs and costs to utility to initiate electrical service.

1. Bid Schedule Payment Reference: 1102.4.1.1.1.
2. Bid Schedule Description: Illumination System.....lump sum (LS)

15. 1103 Items Construction Traffic Control

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

- L. Temporary work zone traffic control (TTC) equipment placed in public right-of-way under NHD jurisdiction shall be placed in accordance with MUTCD Section 6F.03 and as follows.
1. Ground mounted signs installed at the side of the road in rural areas shall be mounted at a height of at least 5 feet, measured from the bottom of the sign to the near edge of the pavement. In business, commercial, and residential districts where parking and / or bicycle or pedestrian movement is likely to occur, or where there are other obstructions to sign visibility, or where there are two or more through lanes in each direction, the distance between the bottom of the sign and the near edge of the traveled way shall be at least 7 feet.
 2. Neither portable nor permanent sign supports or barrels should be located on sidewalks, bicycle facilities, or areas designated for pedestrian or bicycle traffic, unless required for construction activities, in which case suitable detours must be provided. Signs mounted lower than 7 feet should not project more than 4 inches into pedestrian facilities.

3. The height to the bottom of a secondary sign mounted below another sign may be 1 foot less than the appropriate height specified above.
 4. All traffic control signs that will be left in place for longer than three (3) days shall be mounted on a wood or metal post set at least 30" into the ground or as directed. Temporary installations will be allowed for signs left in place less than 3 days. All sign supports shall be crashworthy in accordance with NCHRP 350 standards. Exceptions to this are the following signs from the MUTCD: R9-8 through R9-11a (Pedestrian and Sidewalk series), R11 (Road Closed series), W1-6 through W1-8 (Horizontal Arrow series), M4-10 (Horizontal Detour Arrow), or other similar types of signs that are typically mounted on portable barricades.
 5. Signs mounted on barricades and barricade / sign combinations shall be crashworthy.
 6. Signs mounted on barricades or other portable supports shall be no less than 1 feet above the traveled way. Sign installations of this type shall only be allowed where approved.
 7. Signs mounted on barricades shall not cover more than 50% of the top two rails or 33% of the total area of the three rails.
 8. Large signs having an area exceeding 50 square feet that are installed on multiple crashworthy posts shall be mounted a minimum of 7 feet above the ground.
 9. Temporary work zone traffic control signs that are not needed at the end of the workday are to be covered, turned, or removed from the work site. Signs that are covered or turned shall be delineated by the use of reflective tape, cones, or barrels. Signs mounted on portable supports are not to be rotated to a horizontal orientation; this creates a hazardous obstruction.
- M. All TTC signing and detours are to be in place and approved by the engineer prior to the Contractor starting work. All signing and channelization shall be per the MUTCD, latest edition, and Section 1103 of the ISPWC. The engineer or his representative will be the sole judge in determining the acceptability of the condition and appearance of the traffic control and work zone devices. Devices or signs determined to be in unacceptable condition are to be promptly replaced with materials of acceptable condition and appearance.
- N. All stop and street name signs will remain installed and visible at their current location at all times. Temporary stop and street name signs shall be provided for traffic control while the permanent signs are being replaced, relocated, or are obstructed.
- O. The contractor may be required as part of this item to install and move the traffic control drums numerous times as needed to properly control traffic on the project.

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

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

16. 1105.4.1.E.1 Roadside Traffic Sign Installation (One Metal Post)

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

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

17. 1105.4.1.F.1 Roadside Traffic Sign Installation (Two Metal Posts)

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

- F. Roadside Traffic Sign Installation (Two Metal Posts): Measurement and payment on a per each basis of signs installed, including sign blank, sign face, steel sign post, anchor assembly, concrete, hardware and all labor and materials necessary for a complete installation including foundation in accordance with the City's current standards.
 - 1. Bid Schedule Payment Reference: 1105.4.1.F.1
 - 2. Bid Schedule Description: Roadside Traffic Sign Installation (Two Metal Posts)each (EA)

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

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

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

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

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

19. 1105.4.1.H.1 Relocate Roadside Sign

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

- E. Relocate Roadside Sign: Measurement and payment on a per each basis of signs installed, steel sign post, anchor assembly, concrete, hardware and all labor and materials necessary for a complete installation including foundation in accordance with the City's current standards.
 - 1. Bid Schedule Payment Reference: 1105.4.1.H.1
 - 2. Bid Schedule Description: Relocate Roadside Sign.....each (EA)

20. 2020.4.1.F.1 Reference and Reset Monument

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

- D. Reference and reset any found survey monuments.

All found survey monuments shall be replaced and reset by a Professional Land Surveyor and shall be in conformance with Idaho Code Title 55, Chapter 16 and accepted standards of surveying. Survey monuments shall be replaced in kind

with 5/8" rebar and cap or concrete monument. Section corner and 1/4-section corner monuments shall reset with monument type A per ISPWC Standard Drawing SD-2020A.

21. SP 02020 Gravel Repair

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

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

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

Payment for this item will be made under:

SP 02020 Gravel Repair square yard (SY)

22. SP 02021 Gravel Cut/Fill Slope

Description: This item shall include all work and costs associated with the furnishing, placing, shaping and compacting gravel cut/fill slopes at the locations shown on the plans or as directed.

Materials & Workmanship: The materials and workmanship for this item shall meet the requirements of Section 802, Crushed Aggregates, in constructing gravel fill slopes consisting of a 6-inch thickness of crushed aggregate for base type I, on a compacted subgrade.

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

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

SP 02021 Gravel Cut/Fill Slope square yard (SY)

23. SP 04041 Water Service Connection to House

Description: This item shall include all work and costs required to connect the new water service meter to the domestic water service at the house.

Materials & Workmanship: All materials will confirm to Section 404 of the ISPWC and City of Nampa 2023 Standard Construction Specifications.

The contractor will coordinate with the homeowner prior to any disruption in water service to the residence. The contractor will confirm the location of the existing water service piping entrance to the residence. The new water service line will be installed from the new water service meter at the property line to the existing water service pipe entrance to the residence.

The work in this item must be completed by a plumber licensed in the state of Idaho.

Measurement and Payment: Water Service Connection to House will be measured per each and includes all labor, equipment and material necessary for the completion of the bid item.

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

SP 04041 *Water Service Connection to House..... each (EA)*

24. SP 05051 Sewage Bypass System

Description: This item includes all work and costs required to install, operate and maintain a temporary bypass system for the pressure sewer on Northside Boulevard.

Submittals & General Requirements: The Contractor is required to design, manage, and monitor the sewage bypass pumping plan as necessary to execute the work. Sewage flow in the two pressure sewer lines must be maintained at all times around the construction operations.

Sewage Bypass Systems: The bypass will be made by connecting to the pressure sewer piping upstream and downstream of the section of existing pressure sewer that will be lowered. Short term shut-off of the pressure sewer will be necessary to make and remove the temporary connections and will be completed during low flow time periods with approval by the City of Nampa (contact Clemente Salinas 208-468-4462). Design of bypass sewage system is to include 30% increase in peak hour flows. In addition, flows vary daily and seasonally with infiltration and precipitation events. Assume infiltration increases flows by 15% after April 1 and precipitation induced inflow adds 15% increase.

Flow measurement was completed at Lift Station No. 4 (Purdham Lift Station) from 10/13/24 to 10/21/24:

1. Peak flow: 1200 gpm
2. Typical flows: 800 – 1200 gpm

Submit a sewage bypass control plan including description and details of system, product data on all equipment to be used, number and capacity of pumps, intended bypass locations, when system will be required in the work sequence, and duration system will be online. Include a contingency plan in case of primary system failure and emergency notification protocols. Prepare and submit a spill response plan to

the Owner for review. Include operating/maintenance plan of equipment, screenings and fueling. Provide a call tree listing specific contacts in order of notification.

Agency approvals have not been secured for the bypass pumping by the Owner. Submit and secure approvals from the City of Nampa and submit documentation to the Engineer during the submittal process.

Review of the Contractor's sewage bypass control plan shall not be interpreted as acceptance or approval by the Owner or Engineer. The Contractor's plan for sewage bypass pumping and/or diversions must be reviewed prior to commencement of sewage bypass pumping and/or diversions.

Materials & Workmanship: The materials and workmanship for this item must meet the requirements of the following sections of the ISPWC: Section 205 – Dewatering, Section 502 Manholes, and Section 505 – Pressure Sewers.

BY-PASS PUMPING EQUIPMENT REQUIREMENTS

- A. By-pass piping to be fused HDPE piping unless otherwise approved by the Engineer.
- B. Size equipment for the flow contingency factors listed in General Requirements including any de-rating for suction lift pumps.
- C. Equip by-pass pumps with a residential grade silencer and noise reduction enclosure to attenuate sound levels to 60 dB.

PREPARATION/DEMONSTRATION

- A. Provide a sewage bypass control system to convey all wastewater flows adequately and continuously during construction. For sewage bypass plans including pumping systems, incorporate provisions for non-clogging to prevent fouling. If necessary, provide temporary power sources for sewage bypass equipment that requires a power source and secure fuel supply for power generator equipment to prevent spillage.
- B. Prepare contingency plans for equipment or power failure and unexpected conditions. Provide 100% backup redundancy in sewage bypass pumping.
- C. Prepare all necessary diversions and modifications in accordance with the submitted plan.
- D. Provide independent temporary power sources for sewage bypass pumping equipment. Provide all necessary temporary electrical service to machinery and provisions for backup power generation. Provide personnel to operate and

maintain system function throughout the bypassing period. Provide all temporary lighting and safety control systems.

- E. Contactor will operate the sewage bypass system for a trial period during expected peak flows under observation by the City of Nampa's RPR before bringing the bypass system online. Duration of trial period will be as determined by the Engineer. Peak flows generally occur on weekends. Weekday flows are typically lower and peak in the morning between 9 am and 11 am or evening 7 pm to 9 pm. If the bypass system fails or deficiencies are noted, the Contractor will correct the problem(s) and restart the trial period at no additional cost to the City. Continue trial period until the Owner and Engineer deem completed.
- F. Bypass of sewage must be in enclosed piping. Wastewater is not permitted to flow in open trenches. Temporary gravity flow diversions through structures with partial pipes and/or baffles with concrete channels are permitted.
- G. Install discharge piping in a manner to provide safe and reliable service, without disrupting public access and incorporation with the Traffic Control Plan. Report spillage immediately to Owner's RPR, Owner's WWTP operations, and IDEQ (208-373-0550), isolate area from the public, and employ remediation procedures.

SEWAGE BYPASS CONTROL SYSTEM

- A. Bypass control systems shall not surcharge or in any way affect the full operating capacity of the upstream or downstream trunk sewers. Surcharging is defined as depth of flow above the pipe crown.
- B. Include a high-level switch in the bypass system to initiate a local horn and emergency light or beacon.
- C. Take all necessary precautions, including constant monitoring of the sewage bypass system pumping equipment, to ensure that the sewage bypass system operates properly. Do not leave the sewage bypass pumping system unattended. The Contractor is liable for all cleanup, damages and resultant fines caused by sewage bypass system spills.
- D. Implement contingency plans for equipment or power failure and unexpected flow conditions. Provide plans to the Engineer prior to operation.
- E. Provide a secondary, standby bypass system if utilizing a pumping system for sewage bypass. The secondary bypass system must consist of a trailer-mounted unit sized for peak flow that starts automatically upon a high-level alarm in the primary bypass system. The secondary bypass system will have an independent power supply.

- F. Implement all necessary diversions and modifications in accordance with submitted plan.

MONITORING

- A. Provide personnel to monitor sewage bypass pumping completely and continuously, both upstream and downstream of the reach under construction in addition with an alarm/phone dialer. Bypass pumping at night will be allowed in most circumstances unless permitting agencies disapprove.
- B. Install temporary plug or approved materials to divert all flows and isolate downstream existing piping.
- C. Report spillage immediately to Engineer, WWTP operations, and IDEQ (208) 373-0550, isolate area from the public, and immediately employ remediation procedures.

SEQUENCING AND SCHEDULING

- A. Secure written approval from the Owner a minimum of forty-eight (48) hours prior to implementing each stage of sewage bypass.

TERMINATION

- A. Remove equipment and appurtenances upon termination of sewage bypass control activities and restore disturbed area to original condition. If existing trunk lines have been surcharged, the Contractor may be required to clean said lines, at the sole discretion of the City of Nampa.

Measurement and Payment. Sewer Bypass System will be measured per lump sum for the complete sewage bypass system regardless of the number of bypass flows, relocations, phasing or staging required and include all equipment, labor, tools, materials, sewage bypass plan, piping, couplings, fittings, plugs, dewatering, bedding, demolition, pipe diversions, temporary bypass pumping, plugs, monitoring, demonstration, surface repairs, removal, and disposal of obstructions to accommodate the work, and other related miscellaneous work and incidental work required to complete by-pass of sewage flows in accordance with the Contract Documents.

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

SP 05051 Sewage Bypass Systemlump sum (LS)

25. SP 06007 Abandon Existing Well

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

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

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

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

SP 06007 Abandon Existing Well.....each (EA)

26. SP 06013 Stormwater Management Plan Preparation & Approval

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

Workmanship: The contractor is responsible for the completion, submittal, and implementation of the NHD provided SWPPP drawing and narrative, filing of the Notice of Intent (NOI), and filing of the Notice of Termination (NOT). Access for completing an electronic NOI and NOT can be found on the Idaho Department of Environmental Quality (IDEQ) IPDES E-Permitting website: <https://www2.deq.idaho.gov/water/IPDES>. The CGP can be found on the Idaho Department of Environmental Quality (IDEQ) website at: <https://www2.deq.idaho.gov/admin/LEIA/api/document/download/16509>. The SWPPP shall have been prepared and submitted to NHD for acceptance prior to the filing of the NOI. Prior to filing the NOT, the conditions listed in Part 8.2 (Conditions for Terminating CGP Coverage) of the CGP shall be met.

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

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

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

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

A Rainfall Erosivity Waiver is available and defined in Appendix B, Part B.1 of the CGP. If the Waiver is utilized the Waiver shall have been prepared and submitted to NHD for acceptance prior to the filing of the Waiver through the IPDES E-Permitting website. If the conditions on which the waiver is based change, the contractor is responsible for updating the waiver and/or development, including filing for NOI and NOT, and implementation of a SWPPP.

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

- a) Idaho Department of Environmental Quality, Idaho Catalog of Storm Water Best Management Practices at: <https://www.deq.idaho.gov/water-quality/wastewater/storm-water/> or Phone: (208) 373-0502
- b) United States Environmental Protection Agency – Region 10, Resources and Tools at: <https://www.epa.gov/npdes/construction-general-permit-resources-tools-and-templates>, or phone: (800) 424-4372
- c) Idaho Transportation Department, Best Management Practices (BMP) Manual at: <https://itd.idaho.gov/env/?target=resources>, phone: (208) 334-8476

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

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

SP 06013 Stormwater Management Plan Preparation & Approval..... lump sum (LS)

27. SP 06014 Inlet Structure

Description: This item includes all labor, tools and equipment necessary to construct concrete inlet structures placed at the location and grades detailed on the plans.

Materials: Materials shall conform to applicable portions of Sections 602 and 703 of the ISPWC. Concrete shall be CL-4000.

Workmanship: This item includes furnishing and placing all concrete for the inlet structure per Nampa Standard Drawing N-1030. This item includes all excavation, forming, covers, concrete, form stripping, backfilling, compacting to grade and all

appurtenances. The construction of the concrete splash pad is included in this item. The cost to connect pipes to the inlet structure is considered incidental to this item.

Submit shop drawings for review and approval by the Engineer prior to construction.

Measurement and Payment: Inlet Structure will be measured per each and includes all labor, equipment and material necessary for the completion of the bid item.

Payment for this item will be made under:

SP 06014A - Inlet Structure, Size 12" each (EA)
SP 06014B - Inlet Structure, Size 18" each (EA)

28. SP 07009 Median Island Curb

Description: This item consists of constructing an extruded concrete curb at the location detailed in the plans and detail sheets.

Materials: The curb shall conform to the details shown on the plans and in conformance with Division 700 of the ISPWC. Concrete shall be Class 3000.

Workmanship: Median island 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.

Measurement and Payment: Median Island Curb shall be measured per 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 07009 Median Island Curblinear foot (LF)

29. SP 07013 Colored and Patterned Concrete

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

Materials: Concrete shall be Class 3000 and shall meet all applicable requirements of Division 700 of the ISPWC. Integrally color the concrete using non-fading pigments conforming to ASTM C979. Utilize red-brick concrete color that matches in reasonably close conformance with Butterfield Color Uni-Mix Integral Concrete Colorant U34 - Brick Red or P15 – Brick Red. Submit color samples for approval prior to construction. Accepted color will be based on comparison to the Butterfield Color Uni-Mix Integral Concrete Colorant Color Chart. Apply liquid membrane-forming clear curing compound conforming to ASTM C1315, Type 1.

Workmanship: Color Hardener, or approved equal, shall be added to the transit mixer

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

The pattern shall be Brick Basket Weave or approved equal utilizing rigid stamps. Roller stamps will not be allowed. Submit pattern samples for approval prior to construction. Provide method for placement of patterning, for approval prior to installation. Wheel stamp patterns will not be allowed.

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

Payment for this item will be made under:

SP 07013 *Colored and Patterned Concrete*..... square yard (SY)

30. SP 08120 Asphalt Repair

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

Materials: This item shall include excavation, labor, equipment, and materials necessary to complete placement of a 6" (inch) thickness of ¾" (inch) aggregate base course, on a compacted sub-grade, and a 3" (inch) thickness of plant mix pavement. Plantmix pavement shall be Superpave SP-3, ½ inch nominal maximum aggregate size, meeting requirements of Section 803 of the ISPWC Manual and ACCHD Manual. Asphalt cement shall be PG 70-28 meeting the requirements of Section 805. A minimum of 0.5% Anti-Stripping additive is specified. Asphalt tack material shall be placed on vertical faces of previously placed plantmix pavement. Tack coat material shall be CSS-1 emulsified asphalt diluted 50% in accordance with Section 805. The application rate is 0.05 gallons per square yard.

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

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

Payment for this item will be made under:

SP 08120 *Asphalt Repair*..... square yard (SY)

31. SP 09022 Concrete Headwall

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

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

Workmanship: Excavation for the concrete headwall shall conform to applicable portions of Division 200 – Earthwork of the ISPWC. Construction of the concrete headwall shall conform to the applicable portions of Division 700 – Concrete of the ISPWC. Refer to ITD Standard Drawings 609-2 and 609-6 for details.

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

Payment for this item will be made under:

SP 09022A Concrete Headwall each (EA)
SP 09022B Concrete Headwall each (EA)

32. SP 20003 Temporary Construction Fencing

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

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

Workmanship: Temporary construction fencing shall be attached to steel posts at a maximum spacing of eight (8) feet on center and plumb. The fencing shall be installed in a manner to contain children and pets on the properties adjacent to the construction area.

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

Payment for this item will be made under:

SP 20003 Temporary Construction Fencinglinear foot (LF)

33. SP 20110 Concrete Block Wall with Brick Veneer

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

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

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

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

Payment for this item will be made under:

SP 20110 Concrete Block Wall with Brick Veneer.....linear foot (LF)

34. SP 20200 Survey

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Control points and survey tolerances. Relocate initial horizontal and vertical control points in conflict with construction to areas not to be disturbed by construction

operations. Furnish the coordinates and elevations for the relocated points before the initial points are disturbed.

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

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

Survey and establish controls within the following tolerances:

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

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

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

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

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

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

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

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

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

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

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

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

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

Payment for this item will be made under:

SP 20200 Survey.....lump sum (LS)

35. SP 20201 Directed Surveying

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

Materials: All requirements under SP 20200 Survey apply.

Workmanship: All requirements under SP 20200 Survey apply.

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

Payment for this item will be made under:

SP 20201A Directed Surveying Field Crew hour (HR)
SP 20201B Directed Surveying Office Computations hour (HR)

36. SP 25050 4" Topsoil

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

Materials: Topsoil shall be friable, fertile, agricultural soil, containing normal amounts of macro and 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. NHD reserves the right to request soil samples be tested at the Contractor's expense to verify the topsoil is capable of sustaining vigorous plant growth.

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

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

Payment for this item will be made under:

SP 25050 4" Topsoil square yard (SY)

37. SP 25080 Remove and Reset Mailbox

Description: This item includes all work and costs associated with removing existing mailboxes and supports, making temporary arrangements to assure uninterrupted mail service during construction, and installing new mailboxes and supports as shown on the plans or as directed.

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

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

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

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

Payment for this item will be made under:

SP 25080 Remove and Reset Mailbox..... each (EA)

38. SP 29055 Hydroseed

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

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

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

Fertilizer shall be of any standard brand suitable for use with the hydroseeding method, furnished in moisture proof bags. Each bag shall be marked with the weight and manufacturer's analysis of the ingredients. Fertilizer shall contain a minimum of 22% available nitrogen. Fertilizer shall be applied uniformly at 440 pounds per acre. Fertilizer shall not be mixed with the seed in the hydro-seeder.

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

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

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

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

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

Payment for this item will be made under:

SP 29055 *Hydroseed*..... *square yard (SY)*

39. SP 29060 Landscape Rock (with Weed Barrier)

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

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

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

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

Payment for this item will be made under:

SP 29060 Landscape Rock (with Weed Barrier) square yard (SY)

40. SP 29065 Sod Repair

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

Materials: Topsoil shall be per SP 25050.

Fertilizers shall comply with the following chemical analysis:

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

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

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

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

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

Sod shall be placed in straight strips. The joints between strips shall be butted together, tight and without gaps. Sod shall be placed in a manner to stagger the end joints of the

rolls. The sod shall be rolled with a 100-pound roller after placement. The surface of the finished sod shall be smooth, uniform and mowable.

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

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

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

Payment for this item will be made under:

SP 29065 Sod Repair square yard (SY)

41. SP 29067 Repair Landscaping

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

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

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

Measurement and Payment: Repair Landscaping will be measured by the square yard and includes all labor, equipment and material necessary for the completion of the bid item.

Payment for this item will be made under:

SP 29067 Repair Landscaping square yard (SY)

42. SP 29070 Remove and Reset Landscape Timber

Description: This item includes all work and costs associated with removing and resetting existing landscape timbers in the locations shown on the plans or as directed.

Materials: Materials consist of salvaged materials from landscape timber removal and new materials, which shall match as closely as possible the existing materials and shall meet or exceed the quality of the original materials

Workmanship: The existing landscape timbers shall be removed and safely stored on site. The contractor shall use caution when removing the existing landscape timbers in order to reuse existing material. If an instance arises that a portion of timber needs to be replaced, the contractor is responsible for all costs and expenses that should arise in each occurrence.

Timbers will be reinstalled in the locations shown on the plans. Place timbers on 2" of Crushed Aggregate for Base, Type 1. The landscape timbers shall be reset to their original condition, or a condition that's agreeable to both the engineer and property owner.

Measurement and Payment: Remove and Reset Landscape Timber will be measured per linear foot and includes all labor, equipment and material necessary for the completion of the bid item.

Payment for this item will be made under:

SP 29070 *Remove and Reset Landscape Timber*linear foot (LF)

43. SP 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.

Workmanship: 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 includes all labor, equipment and material necessary for the completion of the bid item.

Payment for this item will be made under:

SP 29090 *Trim Tree*.....each (EA)

44. SP 29093 Remove Tree 6"+

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

Workmanship: The entire tree shall be removed, including the stump and roots, or if removal of the roots could damage nearby structures or utilities, the Contractor shall

grind up the stump and shallow roots. Grinding operations shall be included in the unit contract price for this item.

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

Payment for this item will be made under:

SP 29093 *Remove Tree 6"+* *each (EA)*

45. SP 29101 Repair Sprinkler System

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

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

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

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

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

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

Payment for this item will be made under:

SP 29101 *Repair Sprinkler System*.....*linear foot (LF)*

superintendents shall be identified at the preconstruction conference and shall at a minimum be on-site from the notice to proceed date to the completion date. If for any reason the Contractor needs to replace the superintendent, a written notice must be submitted to NHD within (5) five working days before the event occurs.

8. **Prosecution of Work**

Contractor's construction activities are limited as follows:

- Begin construction of the Frazier Lateral irrigation crossing of Northside Boulevard with adequate time to complete the work by March 1st.
- Maintain traffic on one paved travel lane in each direction on Northside Boulevard and on Cherry Lane until receiving approval to close the intersection or following the approved intersection closure duration. Request approval of short-term lane closures with flagging a minimum of five (5) working days prior to lane closure.
- Close the intersection to through traffic by ~~April~~ May 1st. An earlier closure date may be allowed by NHD if the traffic closure for the construction of the Franklin Road and Karcher Road intersection is no longer in effect.
 - Note: It is anticipated that the Franklin Road and Karcher Road intersection will be closed for approximately five (5) weeks between the months of March and April. Contractor must keep one lane of travel in each direction on Northside Boulevard open to traveling public for the duration of the five-week closure. Cherry Lane may be closed during this time.
- The intersection may be closed to through traffic for a **duration not to exceed 120 consecutive calendar days**. Request approval to close the intersection a minimum of 14 calendar days prior to the anticipated closure date.

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

9. **Construction Staging and Temporary Traffic Control**

Develop and submit detailed construction staging, detour, and temporary traffic control plans to NHD for review and approval prior to implementation. Provide ten (10) working days in the schedule for NHD to review each submittal. The traffic control plans must address advanced construction signing, pedestrian and bicycle detours, and detailed temporary traffic control for each phase of work.

Contractor's construction staging and temporary traffic control plans must meet requirements in the Prosecution of Work section above, maintain the number of travel lanes and minimum lane widths, and meet the Manual on Uniform Traffic Control Devices (MUTCD) requirements as adopted by the State. The cost to develop construction staging and temporary traffic control plans shall be considered incidental to item 2010.4.1.A.1, Mobilization.

10. **Substantial and Final Completion**

Substantial Completion. Substantial completion shall occur no later **August 1, 2025**. Substantial completion is defined as having the roadway paving and approaches completed, and the intersection open to one travel lane in each direction on Northside