CONTRACT DOCUMENTS

23908, 23913; NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3 & PH 4

August, 2025

Prepared For:

City of New Plymouth
215 N Plymouth Ave
New Plymouth, ID 83655

Prepared By:
HMH Engineering
680 S. Progress Ave., Suite #1
Meridian, Idaho 83642

HMH engineering

City of New Plymouth

23908, 23913; NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3 & PH 4

This document contains the instruction to bidders, bid form, naming of subcontractor form, standard form of agreement, performance and payment bonds, supplementary conditions, and the project specifications for 23908, 23913; New Plymouth Horseshoe Park Pathway PH 3 & PH 4.

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INVITATION TO BID

CITY OF NEW PLYMOUTH
23908, 23913; HORSESHOE PARK PATHWAY PH 3 & PH 4

NOTICE IS HEREBY GIVEN that the City of New Plymouth, Idaho will be accepting bids for the work of constructing concrete sidewalk, pedestrian ramps, and asphalt pavement on Southwest Ave. (Base Bid); asphalt pathway along the Horseshoe Park from Southeast Ave (US-30) to Maple St. (Bid Alternate #1); and an asphalt pathway from Southwest Ave to W Canal St. (Bid Alternate #2). This project includes a base bid and two bid alternates. The bid alternates may be awarded at Owner's discretion based on available funding and project needs.

BID FORM, BIDDER'S INSTRUCTIONS AND SPECIFICATIONS can be obtained online at https://npidaho.com/advertisement-for-bid-s.

SUCH BID FORM INSTRUCTIONS AND SPECIFICATIONS must be substantially complied with, and such documents include special requirements including Bidder's Security. The amount of the bid bond shall be 5% of the total bid.

EQUAL PHYSICAL AND COMMUNICATIONS access for people with disabilities as required by Title II of the ADA will be provided with reasonable advance notice of "3" working days.

NOTICE OF NON-DISCRIMINATION IN PROCUREMENT. The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, disability, or retaliation in consideration for an award.
Idaho Code 67-2801; 67-2805 (2); 67-2349.

BIDS MUST BE RECEIVED BY THE CITY OF NEW PLYMOUTH on or before November 12, 2025 at 11:00 AM. Sealed bids can be hand delivered to New Plymouth City Hall, at 215 N Plymouth Ave, New Plymouth, ID 83655 or mailed to New Plymouth City Hall, P.O. Box 158, New Plymouth, ID 83655. Bids will be opened in New Plymouth's City Hall on November 12, 2025 at 11:00 AM.

The City of New Plymouth reserves the right to reject any or all bids and to accept bids deemed in the best interest of the City.

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

B. *Bid* – the offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

C. *Bidder* – The individual or entity who submits a Bid directly to Owner.

D. *Bidding documents* – The instructions to Bidders and the proposed Contract Documents (including all addenda).

E. *Issuing Office*—The office from which the Bidding Documents are to be issued.

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 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

2.04 Not used.

2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents or make them available for examination.

Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

2.06 *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 Version DC or later. 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 2.06.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 advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

3.02 Idaho Code 54-1902 requires Bidder and subcontractors to have the appropriate Public Works Contractor's License to submit a Bid or proposal for this project. If this project is financed in whole or in part with federal aid funds, a Public Works Contractor License is not required to Bid or propose, but will be required prior to award.

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 *Underground Facilities*

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

C. 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.

D. 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.

5.04 *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. 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 5 days prior to the date for opening of Bids may not be answered.

A. Corey Barrow, PE, Project Manager, HMH Engineering. Submit questions via email to: cbarrow@hmh-llc.com

7.03 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, are set forth in the Agreement.

9.02 Provisions for liquidated damages, if any, for failure to timely attain 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, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.

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 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.

ARTICLE 13—BASIS OF BID

13.01 *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.

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 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.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder. Contract will be awarded to the bidder with the lowest bid for the base bid schedule, is responsive, and responsible. Any combination of alternative bid schedules may be awarded at Owner's discretion based on available funding, and project needs.

C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.

D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

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. <u>The date upon which the bonds are binding shall be the effective date of the Agreement.</u>

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—<u>STATE OF IDAHO STATUTORY PROVISIONS</u>

21.01 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.*

E. Idaho Code Section 67-2346, *Anti-Boycott Against Israel Act*.

F. Idaho Code Section 67-2359, *Contract with a Company Owned or Operated by the Government of China Prohibited.*

BID FORM FOR CONSTRUCTION CONTRACT

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:

The City of New Plymouth
215 N Plymouth Ave,
New Plymouth, ID 83655

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. 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;

C. 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;

D. Required Bidder Qualification Statement with supporting data.

E. Naming of Subcontractors

F. Prompt Payment – Contractor's Affidavit Concerning Prompt Payment of Sub-Contractors.

G. Drug-Free Workplace Affidavit

H. Non-Collusion Affidavit

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR ALT #2-WEST PATH	QUANTITY FOR ALT #1-EAST PATH	QUANTITY FOR BASE BID	UNIT PRICE	TOTAL ALT #2-WEST PATH	TOTAL ALT #1-EAST PATH	TOTAL BASE BID
201-010A	CLEARING & GRUBBING	LS	0	0	1	LUMP SUM	$ 0	$ 0	$
202-005A	SELECTIVE REMOVAL OF TREES INCLUDING STUMPS	EACH	0	0	1	$	$ 0	$ 0	$
203-006A	REMOVAL OF SIGN	EACH	8	2	3	$	$	$	$
203-015A	REMOVAL OF BITUMINOUS SURFACE	SY	535.4	181.2	1846.8	$	$	$	$
203-060A	REMOVAL OF CONCRETE SDWLK.	SY	104.5	41.5	238.4	$	$	$	$
203-065A	REMOVAL OF CURB	FT	5	0	192.2	$	$	$ 0	$
203-070A	REMOVAL OF CURB & GUTTER	FT	0	0	198.8	$	$ 0	$ 0	$
205-005A	EXCAVATION	CY	450	150	316	$	$	$	$
205-060A	WATER FOR DUST ABATEMENT	MG	0	35	0	$	$ 0	$	$ 0
212-011A	FIBER WATTLE	FT	120	0	0	$	$	$ 0	$ 0
212-060A	STABILIZED CONSTR. ENTRANCE	EACH	8	4	0	$	$	$	$ 0
212-095A	INLET PROTECTION	EACH	0	0	1	$	$ 0	$ 0	$
212-105A	WATER AND POLLUTION	CA	0	0	5000	$ 1.00	$ 0	$ 0	$ 5,000.00
301-005A	GRANULAR SUBBASE	TON	860	510	0	$	$	$	$ 0
303-022A	¾" AGGREGATE TYPE B FOR BASE	TON	650	380	135	$	$	$	$
405-240A	MISCELLANEOUS PAVEMENT	SY	860	262	0	$	$	$	$ 0
405-245A	APPROACH (PAVED)	EACH	0	0	1	$	$ 0	$ 0	$
405-425A	SUPERPAVE HMA PAVEMENT INCL ASPHALT & ADDITIVES CLASS SP-2	TON	100	40	220	$	$	$	$
605-025A	12" STORM SEWER PIPE	FT	0	0	6	$	$ 0	$ 0	$
605-470A	SEDIMENT & OIL TRAP MANHOLE	EACH	0	0	1	$	$ 0	$ 0	$
605-505A	CATCH BASIN TYPE 1A	EACH	0	0	1	$	$ 0	$ 0	$
605-640A	ADJUST VALVE COVERS	EACH	1	0	2	$	$	$	$
614-015A	SIDEWALK	SY	91.1	11.9	429.2	$	$	$	$
614-020A	DRIVEWAY	SY	0	0	230.9	$	$ 0	$ 0	$
614-025A	CURB RAMP	SY	184.2	61.7	36.8	$	$	$	$
615-330A	GUTTER	FT	0	0	50	$	$ 0	$ 0	$
615-492A	CURB & GUTTER TYPE 2	FT	1001	385	1031.12	$	$	$	$

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR ALT #2-WEST PATH	QUANTITY FOR ALT #1-EAST PATH	QUANTITY FOR BASE BID	UNIT PRICE	TOTAL ALT #2-WEST PATH	TOTAL ALT #1-EAST PATH	TOTAL BASE BID
616-010A	SIGN TYPE B-1	SF	51	17	0	$	$	$	$ 0
616-040k	STEEL SIGN POST TYPE E-2	FT	75	21.5	11	$	$	$	$
616-080A	REINSTALL SIGN FACE	EACH	8	2	3	$	$	$	$
616-085A	REINSTALL SIGN POST	EACH	7	2	2	$	$	$	$
621-005A	SEED BED PREPARATION	ACRE	0.553	0.312	0.086	$	$	$	$
621-010A	SEEDING	ACRE	0.553	0.312	0.031	$	$	$	$
621-015A	MULCHING	ACRE	0.553	0.312	0.031	$	$	$	$
621-035A	FERTILIZING	ACRE	0.553	0.312	0.031	$	$	$	$
626-010A	TEMPORARY TRAFFIC CONTROL SIGNS	SF	108	108	260	$	$	$	$
626-040A	BARRICADE TYPE 3	EACH	2	2	9	$	$	$	$
626-050A	DRUMS	EACH	20	20	5	$	$	$	$
626-100A	MISCELLANEOUS TEMPORARY TRAFFIC CONTROL ITEMS	CA	0	0	5000	$ 1.00	$ 0	$ 0	$ 5,000.00
626-105A	TEMPORARY TRAFFIC CONTROL MAINTENANCE	HR	20	10	10	$	$	$	$
626-135A	WEIGHTED BASE TUBULAR MARKERS	EACH	0	0	25	$	$ 0	$ 0	$
630-010A	TRANSVERSE, WORD, SYMBOL AND ARROW PVMT MKGS – PREFORMED THERMOPLASTIC	SF	360	144	0	$	$	$	$ 0
634-005A	MAILBOX	EACH	0	0	2	$	$ 0	$ 0	$
651-010A	LAWN CONSTRUCTION (SODDED)	SF	0	0	2397	$	$ 0	$ 0	$
657-020A	RRFB, SOLAR POWERED	EACH	0	1	0		$ 0	$	$ 0
675-005A	SURVEY	LS	0	0	1	LUMP SUM	$ 0	$ 0	$
675-010A	DIRECTED SURVEYING	CA	0	0	20000	$ 1.00	$ 0	$ 0	$ 20,000.00
677-005A	RECORD DRAWINGS	LS	0	0	1	LUMP SUM	$ 0	$ 0	$
S900-50A	CONTINGENCY AMOUNT – MISCELLANEOUS WORK	CA	0	0	5000	$ 1.00	$ 0	$ 0	$ 5,000.00
S900-50B	CONTINGENCY AMOUNT – ADJUST OR RELOCATE SPRINKLER SYSTEM	CA	0	0	10000	$ 1.00	$ 0	$ 0	$10,000.00
S901-05A	SP INFILTRATION SWALE	EACH	3	0	0	$	$	$ 0	$ 0
S901-05B	SP REMOVE & RESET MAILBOX	EACH	0	0	1	$	$	$ 0	$
S911-05A	SP SEEPAGE BED	FT	0	0	70	$	$ 0	$ 0	$
S912-05A	SP SHARED USE PATH	SY	2669.2	1606	0	$	$	$	$ 0
Z629-05A	MOBILIZATION	LS	0	0	1	LUMP SUM	$ 0	$ 0	$
						TOTAL COST	$	$	$

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 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.

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

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *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.

5.02 *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.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *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.

6.02 *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 BOND (PENAL SUM FORM)

Bidder	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Bid**
Name: City of New Plymouth	Project *(name and location)*:
Address *(principal place of business)*:	23908, 23913; New Plymouth Horseshoe Park Pathway PH 3 & PH 4
215 N Plymouth Ave, New Plymouth, ID 83655	Bid Due Date:
Bond	
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
_____	_____
(Full formal name of Bidder)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature) (Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
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.

Naming of Subcontractors, Suppliers and Other Entities Form

In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors).

Name and Address	**Classification**	**License Number(1)**

1) List Idaho Public Works Contractor License Numbers for all subcontractors.

NOTES TO USER

1. Include this form if Instructions to Bidders require listing of additional subcontractors, suppliers or other entities.

Prompt Payment

CONTRACTOR'S AFFIDAVIT CONCERNING PROMPT PAYMENT OF SUB-CONTRACTORS

48 CFR 52.232 Sections 25-27

The undersigned being duly sworn upon oath, deposes and says that _____ (Bidder) will comply with 48 CFR 52.232 Sections 25-27 that requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made to the prime contractors.

The retainage of this project will not be paid to the prime contractor until all of the subcontractors have signed a "Subcontractor Confirmation of Prompt Payment" form upon substantial completion of the project, verifying the prime contractor followed the guidelines of 68 FR 35553.

_____ Name of Contractor

_____ Address

_____ Signed by

_____ Key Number

_____ Project Name

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for_____

Residing at _____

My Commission Expires_____

THIS PAGE MUST BE COMPLETED RETURNED WITH YOUR BID DOCUMENTS

Subcontractor Confirmation of Prompt Payment

48 CFR 52.232 Sections 25-27

The undersigned being duly sworn upon oath, deposes and says that _____ (Prime Contractor) has complied with 48 CFR 52.232 Sections 25-27 that requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made to the prime contractors.

The retainage of this project will not be paid to the prime contractor until all of the subcontractors have signed a "Subcontractor Confirmation of Prompt Payment" form upon substantial completion of the project, verifying the prime contractor followed the guidelines of 68 FR 35553.

_____ Name of Subcontractor

_____ Address

_____ Signed by

_____ Key Number

_____ Project Name

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for_____

Residing at _____

My Commission Expires_____

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED TO THE PRIME CONTRACTOR IN ORDER FOR THE RETAINAGE TO BE PAID AND THE PROJECT CLOSED OUT.

Non-Collusion Affidavit

State of _____

) SS

County of _____

Bid for _____, being first duly

sworn, deposes, and says that he is _____ [sole owner, a

partner, president, secretary, etc.] of, _____

_____ [Bidder],

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person(s) as has/have a partnership or other financial interest with said Bidder in his general business.

Signed:_____

Title:_____

Subscribed and sworn to before me this _____
day of _____, 20__.

(SEAL)

Notary Public _____

State of _____

My Commission Expires _____

THIS PAGE MUST BE COMPLETED RETURNED WITH YOUR BID DOCUMENTS

BIDDER'S DRUG-FREE WORKPLACE AFFIDAVIT

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STAE OF_____
COUNTY OF _____

The undersigned being duly sworn upon oath, deposes and says that _____ complies
(Contractor Name)
With the provision of Section 72-1717 Idaho Code (Drug Free Workplace program) that
_____ provides a drug-free workplace program that complies with the provisions of
(Contractor Name)
Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life of a state construction contract and that _____ shall subcontract work only to subcontractors
(Contractor Name)
meeting the requirements of Idaho Code, Section 72-1717(1)(a).

Name of Contractor

_____

Address

_____

By _____
(Signature)

Subscribed and sworn to before me this _____ day of _____ , 20--.

Notary Public for_____
Residing at _____
My Commission Expires_____

THIS PAGE MUST BE RETURNED COMPLETED WITH YOUR BID DOCUMENT

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

This Agreement is by and between City of New Plymouth ("Owner") and **[Name of Contracting Entity]** ("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:

Constructing concrete sidewalk, curb & gutter, pedestrian ramps and asphalt roadway along Southwest Ave; constructing asphalt path through Horseshoe Park from Southeast Ave to Maple Street and from Southwest Ave to W Canal St in the City of New Plymouth.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

23908, 23913; New Plymouth Horseshoe Park Pathway PH3 & PH 4

ARTICLE 3—ENGINEER

3.01 The Owner has retained HMH Engineering ("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.

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*

A. The Work will not start earlier than March 16, 2026 or later than April 27, 2026. The Work will be substantially complete within 16 working days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 28 days after the date when the Contract Times commence to run. An additional 12 working days will be added to the contract if the alternate #1 bid is awarded. An additional 17 working days will be added to the contract if the alternate #2 bid is awarded.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed 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 $3,000.00 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 the 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 the Owner $500.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain 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. 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 20th 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 100 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 0.0 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. Special Provisions.
6. Standard Specifications and Standard Drawings – Idaho Transportation Department 2023 Standard Specifications for Highway Construction (Not Attached).
7. DBE Special Provisions
8. EEO Special Provisions
9. Non-Collusion Affidavit

10. Drug-Free Workplace Affidavit
11. 2024 Buy America Insert
12. FHWA 1273
13. Title VI Special Provisions.
14. Prompt Payment Forms.
15. Drawings (not attached but incorporated by reference) consisting of 35 sheets with each sheet bearing the following general title: New Plymouth Horseshoe Park Pathway PH 3/4
16. Addenda (numbers **X** to **X** inclusive).
17. 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.
    d. Warranty Bond, if any.
18. US Department of Labor Wage Determination ID20250086, dated 01/03/2025 (Adams Payette, Valley and Washington Counties – Highway Construction).
19. Bid Form for Construction Contract – Document ISPWC 00410, Pages 1 through 7.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. 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 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 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 Code 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, Standard General Conditions for the Construction Contract, 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 _____.

Owner:	Contractor:
_____	_____
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual's signature)	*(individual's signature)*
Date: _____	Date: _____
(date signed)	*(date signed)*
Name: _____	Name: _____
(typed or printed)	*(typed or printed)*
Title: _____	Title: _____
(typed or printed)	*(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____	Attest: _____
(individual's signature)	*(individual's signature)*
Title: _____	Title: _____
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
Designated Representative:	Designated Representative:
Name: _____	Name: _____
(typed or printed)	*(typed or printed)*
Title: _____	Title: _____
(typed or printed)	*(typed or printed)*
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: _____	Phone: _____
Email: _____	Email: _____
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: _____
	(where applicable)
	State: _____

NOTICE OF AWARD

Date of Issuance:	[DATE]		
Owner:	City of New Plymouth	Owner's Project No.:	23908/23913
Engineer:	HMH Engineering	Engineer's Project No.:	23908/23913
Project:	23908, 23913; Horseshoe Park Pathway PH 3 & PH 4		
Contract Name:	23908, 23913; Horseshoe Park Pathway PH 3 & PH 4		
Bidder:	[Bidder Name]		
Bidder's Address:	[Bidders Address]		

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for Constructing concrete sidewalk, curb & gutter, pedestrian ramps and asphalt roadway along Southwest Ave; constructing asphalt path through Horseshoe Park from Southeast Ave to Maple Street and from Southwest Ave to W Canal St in the City of New Plymouth.

The Contract Price of the awarded Contract is $ **[Contract Price]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner one counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Insurance Certificates

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of New Plymouth**

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

NOTICE TO PROCEED

Owner:	City of New Plymouth	Owner's Project No.:	23908/23913
Engineer:		Engineer's Project No.:	23908/23913
Contractor:		Contractor's Project No.:	
Project:	23908, 23913; Horseshoe Park Pathway PH 3 & PH 4		
Contract Name:	23908, 23913; Horseshoe Park Pathway PH 3 & PH 4		
Effective Date of Contract:			

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

> The number of days to achieve Substantial Completion is **XX working days** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

> **[Note any access limitations, security procedures, or other restrictions]**

Owner:	**City of New Plymouth**
By *(signature)*:	
Name *(printed)*:	
Title:	
Date Issued:	

Copy: Engineer

PERFORMANCE BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **City of New Plymouth**	Description *(name and location)*:
Mailing address *(principal place of business)*:	**23908, 23913; Horseshoe Park Pathway PH 3 & PH 4**
PO Box 158	**New Plymouth, Idaho**
New Plymouth, ID 83655	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

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.

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

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.

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:

PAYMENT BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **City of New Plymouth**	Description *(name and location)*: **23908, 23913; Horseshoe Park Pathway PH 3 & PH 4** **New Plymouth, Idaho**
Mailing address *(principal place of business)*: **PO Box 158** **New Plymouth, ID 83655**	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

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.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

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.

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:

Contractor's Application for Payment

Owner:	City of New Plymouth	**Owner's Project No.:**	23908, 23913
Engineer:	HMH Engineering	**Engineer's Project No.:**	23908, 23913
Contractor:		**Contractor's Project No.:**	
Project:	23908, 23913; Horseshoe Park Pathway PH 3 & PH 4		
Contract:	23908, 23913; Horseshoe Park Pathway PH 3 & PH 4		
Application No.:		**Application Date:**	
Application Period:	**From**	**to**	

1. Original Contract Price			$ -
2. Net change by Change Orders			$ -
3. Current Contract Price (Line 1 + Line 2)			$ -
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)			$ -
5. Retainage			
a. _____ X	$ -	Work Completed	$ -
b. _____ X	$ -	Stored Materials	$ -
c. Total Retainage (Line 5.a + Line 5.b)			$ -
6. Amount eligible to date (Line 4 - Line 5.c)			$ -
7. Less previous payments (Line 6 from prior application)			
8. Amount due this application			$ -
9. Balance to finish, including retainage (Line 3 - Line 4)			$ -

Contractor's Certification

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

Contractor: _____

Signature: _____ **Date:** _____

Recommended by Engineer		**Approved by Owner**	
By:		**By:**	
Title:		**Title:**	
Date:		**Date:**	
Approved by Funding Agency			
By:		**By:**	
Title:		**Title:**	
Date:		**Date:**	

Modified from EJCDC C-620 Contractor's Application for Payment
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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of New Plymouth	Owner's Project No.:	23908/23913
Engineer:		Engineer's Project No.:	23908/23913
Contractor:		Contractor's Project No.:	
Project:	23908, 23913; Horseshoe Park Pathway PH 3 & PH 4		
Contract Name:	23908, 23913; Horseshoe Park Pathway PH 3 & PH 4		

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

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

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

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

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

CHANGE ORDER NO.:

Owner:	City of New Plymouth	Owner's Project No.:	23908/23913
Engineer:	HMH Engineering	Engineer's Project No.:	23908/23913
Contractor:		Contractor's Project No.:	
Project:	23908, 23913; Horseshoe Park Pathway PH 3 & PH 4		
Contract Name:	23908, 23913; Horseshoe Park Pathway PH 3 & PH 4		
Date Issued:		Effective Date of Change Order:	

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

Description:

Attachments:

Original Contract Price: $ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ _____	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: $ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: $ _____	**[Increase] [Decrease]** this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: $ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

	Recommended by Engineer (if required)	Authorized by Owner
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

	Authorized by Owner	Approved by Funding Agency (if applicable)
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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 *Defined Terms*

SC-1.01 Delete Paragraph 1.01.A.46.c in its entirety and replace with the following:

46.c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

SC-1.01 Add the following paragraph immediately after Paragraph 1.01.A.50:

51. *Special Provisions* - The part of the Contract that amends or supplements the Specifications.

52. *Request for Information* – A written request for information or clarification, requiring a written response to Owner, Engineer, or Contractor, initiated by Owner, Engineer, or Contractor.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

B. *Evidence of Contractor’s Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. *Evidence of Owner’s Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

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

A. Owner shall furnish to Contractor one [1] printed copy of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one [1] copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents may be furnished upon request at the cost of reproduction.

2.03 Before Starting Construction

A. Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to the Owner (or Engineer) the following:

1. WH-5 Public Works Contract Report in conformance with Idaho Code Sections 54-1904A and 63-3624(g), and

2. Affidavit of Payment of Securement of all taxes in conformance with Title 63, Chapter 15 Idaho Code.

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items

resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated

under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

h. The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:

1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;

2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;

3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and

4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first

notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

SC4.04 Delete Paragraph 4.01.A in its entirety, and replace with the following:

A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. The Work will not start earlier than August 11, 2025 or later than September 22, 2025. The Work will be substantially complete within 28 working days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 28 days after the date when the Contract Times commence to run. An additional 17 working days will be added to the contract if the alternate bid is awarded.

4.03 *Reference Points*

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

The Contractor will be held responsible for the preservation of all construction stakes and bench marks. Any stakes or bench marks that are carelessly or willfully destroyed or disturbed by the Contractor will be replaced at the responsibility of the Contractor. The Contractor will be responsible for setting construction stakes to establish lines, slope, and continuous grade for work. Structure centerline and benchmarks will be set for culverts and other structures.

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. Weather-Related Delays
    a. If "abnormal weather conditions" as set forth in paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which

the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

b. The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

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
No reports are known to the Owner		

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:

Drawings Title	Date of Drawings	Technical Data
No Drawings are known to the Owner		

G. Contractor may examine copies of reports and drawings identified in SC-5.03 that were not included with the Bidding Documents at HMH Engineering, 680 S. Progress Ave., Suite #1, Meridian, ID 83642 during regular business hours, or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
No reports are known to Owner.		

Report Title	Date of Report	Technical Data

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
No drawings are known to Owner.		

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.

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 *Contractor's Insurance*

SC-6.03 Add the following paragraphs immediately after Paragraph 6.03.C.5:

6. Owner (City of New Plymouth) and Engineer (HMH Engineering) shall be named as additional insureds.

D. *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 Policy limits must comply with the Idaho Transportation Department 2023 Standard Specifications for Highway Construction Section 107.10.

E. *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.

F. *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.

G. *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.

H. *Commercial General Liability—Minimum Policy Limits:* Contractor's Commercial General Liability policy limits must comply with the Idaho Transportation Department 2023 Standard Specifications for Highway Construction Section 107.10.

I. *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 must comply with the Idaho Transportation Department 2023 Standard Specifications for Highway Construction Section 107.10.

J. *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. Umbrella, or excess liability policy limits must comply with the Idaho Transportation Department 2023 Standard Specifications for Highway Construction Section 107.10.

K. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein.

L. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	**Policy limits of not less than:**
Each Occurrence/Claim	$2,000,000
General Aggregate	$2,000,000

M. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project. Contractor's Professional Liability Insurance policy limits must comply with the

Idaho Transportation Department 2023 Standard Specifications for Highway Construction Section 107.10.

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Add the following new paragraph immediately after Paragraph 6.04.E:

1. Contractor is responsible for builder's risk insurance on any properties used as material or equipment staging areas during the course of construction. Policy must include and list as additional insureds Owner (City of New Plymouth), Engineer (HMH Engineering) and property owner.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

    a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.

    b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.

2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).

4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

5. extend to cover damage or loss to insured property while in transit.

6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.

7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.

8. include performance/hot testing and start-up, if applicable.

9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.

10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds."

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed between the hours of 7AM and 7PM, Monday through Saturday and between the hours of 8AM and 5PM Sunday. Contractor will not perform work on a legal holiday. Contractor may perform Work outside the hours of 7AM to 7PM, Monday through Saturday, 8AM to 5PM on Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

1. Owner's legal holidays are: New Year's Day, Human Rights Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Thanksgiving Day After, Christmas Day.

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

A. Owner is exempt from payment of sales and compensating use taxes of the State of Idaho and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.22 *Mail Service*

SC-7.22 Add the following new paragraph immediately after Paragraph 7.21.

7.22 *Mail Service*

A. In the event mail service is disrupted due to construction activities, mail deliveries will be coordinated with the Property Owner and Postal Service. The Contractor shall ensure that the mailboxes providing mail delivery to area residents and businesses remain in service during construction. Coordination with Postal Service and Property Owners is incidental to Z629-05A, Mobilization.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

No Supplementary Conditions in this Article.

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 10 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 25 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 ACCCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

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

15.01 *Progress Payments*

SC-15.02.D. Delete paragraph 15.02.D.1 of the General Conditions in its entirety and insert the following in its place:

1. Thirty (30) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 15.02.D) become due, and when due will be paid by Owner to Contractor.

15.04 *Partial Use or Occupancy*

SC-15.04 Delete Paragraph 15.04.A. in its entirety and insert the following in its place:

A. Prior to Substantial Completion of all the Work, Owner and general public may use or occupy any part of the Work that can be used for its intended purpose without jeopardizing the quality of the Work.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of $100,000 or less will be

settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.

C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.

E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.

F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

   1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;

   2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;

   3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and

   4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.

H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

17.03 *Attorneys' Fees*

A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

18.07 *Controlling Law*

SC-18.07 Delete Paragraph 18.07.A in its entirety and replace with the following:

A. This Contract is to be governed by the law of the State of Idaho. The jurisdiction/venue for any action arising out of performance of this Contract, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Payette County. In any action to enforce the terms and conditions of this Contract, the prevailing party may recover its reasonable attorney fees.

SC-18.11 Add the following new paragraph immediately after Paragraph 18.10.

18.11 Davis Bacon Act

A. Davis Bacon wage rates, fringe benefits, and job classifications are applicable for this project. Upon written request 10 calendar days before the bid opening date, the Engineer will provide a missing job classification, wage rate, and fringe benefit rate.

SC-18.12 Add the following new paragraph immediately after Paragraph 18.11.

18.11 W-9 Request for Taxypayer Identification Number and Certification

A. Prior to construction, Contractor is required to submit W-9 form to the City of New Plymouth. This is required by the Local Highway Technical Assistance Council (LHTAC) for payment.

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DGN	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.

Key	
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version DC or later
DGN	Bentley Openroads Designer 2023 or later.
DOC	Microsoft® Word .docx format
EXC	Microsoft® Excel .xls or .xml
DB	Microsoft® Access .mdb

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

ISPWC DIVISION 100 -
STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

Modified From

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

2020 UPDATE TO THE
IDAHO STANDARDS FOR
PUBLIC WORKS CONSTRUCTION
(ISPWC)

NOTE: The base document is the 2018 EJCDC version. Items added to EJCDC to form the 2020 ISPWC are underlined. Items deleted from the EJCDC to form the 2020 ISPWC are shown in strikeout format.

GUIDELINES FOR USE OF ISPWC Division 100 ~~EJCDC® C-700~~, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

ISPWC Division 100 ~~EJCDC® C-700~~, Standard General Conditions of the Construction Contract ~~(2018)~~, is the foundation document for the ISPWC ~~EJCDC~~ Construction Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Contractor, and establish how the Contract is to be administered.

2.0 OTHER DOCUMENTS

ISPWC ~~EJCDC~~ documents are intended to be used as a system and changes in one ISPWC ~~EJCDC~~ document may require a corresponding change in other documents. Other ISPWC ~~EJCDC~~ documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with either ISPWC 00520 ~~EJCDC® C-520~~, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price~~), or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018 Editions)~~. The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use ISPWC 00800 ~~EJCDC® C-800~~, Supplementary Conditions of the Construction Contract ~~(2018)~~.

The full ISPWC ~~EJCDC~~ Construction series of documents is discussed in the ISPWC 00001 (publication pending by EJCDC) ~~EJCDC® C-001~~, Commentary on the ISPWC ~~2018 EJCDC~~ Construction Documents ~~(2018)~~.

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

4.0 EDITING THIS DOCUMENT

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard ISPWC ~~EJCDC~~ Text of Division 100 ~~C-700~~ (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard ~~EJCDC~~ Text of Division 100 ~~C-700~~ intact and unaltered, with modifications and supplementation of Division 100's

~~C-700's~~ provisions set forth in ~~EJCDC® C-800~~, Supplementary Conditions of the Construction Contract ~~(2018)~~. If the Standard Text itself is revised, the user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term "Standard ISPWC ~~EJCDC~~ Text" for Division 100 ~~C-700~~ refers to all text prepared by ISPWC ~~EJCDC~~ in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard ISPWC ~~EJCDC~~ Text for this purpose.
2. During the drafting or negotiating process for Division 100 ~~C-700~~, it is important that the two contracting parties are both aware of any changes that have been made to the Standard ISPWC ~~EJCDC~~ Text. Thus, if a draft or version of Division 100 ~~C-700~~ purports to be or appears to be an ISPWC ~~EJCDC~~ document, the user must plainly show all changes to the Standard ISPWC ~~EJCDC~~ Text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
3. If Division 100 ~~C-700~~ has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an ISPWC ~~EJCDC~~ document, then the changes to the Standard ISPWC ~~EJCDC~~ Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard ISPWC ~~EJCDC~~ Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any "Track Changes," redline/strikeout, highlighting, or other indication of additions and deletions to the Standard ISPWC ~~EJCDC~~ Text.

5.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39.a *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39.b *Standard Specifications*— Wherever in these Contract Documents reference is made to the Standard Specifications, said reference shall be understood as referring to the Idaho Standards for Public Works Construction which applicable parts are incorporated herein and made a part of these Documents by specific reference thereto. If requirements contained in the Standard Specifications are modified by or are in conflict with supplemental information in these Contract Documents, the requirements of these Contract Documents shall prevail.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment

into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-

term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

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

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract

Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

   a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as

possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or

adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible. Contractor shall not enter upon nor use property not under Owner control until appropriate easements have been executed and a copy is on file at the site.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by,

or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

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

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

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

5.03 *Subsurface and Physical Conditions*

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

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those 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

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

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

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

    c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of

their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

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

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a

Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligent acts or omissions ~~negligence~~.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon

request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

   1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

   2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants,

and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For

the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for

review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall

initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

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

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims,

costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

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

A. In the event of the Contractor's default on the payment of taxes, excises, and license fees as set forth in Idaho Code 63-1503, the Owner shall have the authority to withhold from any payment due the Contractor under this contract, the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing authorities to which said Contractor is liable.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or

extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

D. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible under paragraph 7.11, the following Laws or Regulations are included as mandated by statute or for the convenience of the Contractor;

Idaho Code Section 63-1501. Definitions. As used in this act, the following terms shall have the following meanings:

"Contracting units" shall include the state or any officer or department thereof, the counties or other subdivisions of the state, and all municipal and quasi-municipal corporations therein.

"Contractor" shall mean any person, firm, co-partnership, association, or corporation, foreign or domestic, entering into a contract for the construction, erection, repair, or improvement of any kind or character of public works in this state.

"Taxes" shall mean all taxes, assessments, excises, and license fees authorized to be levied, assessed, and collected under the laws of this state, other than taxes on real property.

"Taxing unit" shall mean the state or any officer or department thereof, the counties or other subdivisions of the state, and all municipal and quasi-municipal corporations therein authorized by law to assess, levy and collect taxes.

Idaho Code Section 63-1502. Conditions precedent to contract for public works. Before entering into a contract for the construction of any public works in this state, the contracting unit shall require as conditions precedent that the contractor be authorized to do business in this state and that he furnish satisfactory evidence that he has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable then due or delinquent.

Idaho Code Section 63-1503. Contractor for public works to pay or secure taxes—Agreement. Every contract for the construction of public works by a contracting unit of this state shall contain substantially the following provisions:

1. The contractor, in consideration of securing the business of erecting or constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable become payable, agrees:

2. To pay promptly when due all taxes (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;

3. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

4. That in the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

Idaho Code Section 44-1002 requires the following: The Contractor must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except where under such contracts fifty (50) or less persons are employed, the Contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association, or corporation refusing to execute an agreement with the above mentioned provisions in it; provided, that, in contracts involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States.

Idaho Code Chapter 19 of Title 54 requires proper licensing of Public Works Contractors.

7.12 *Record Documents*

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

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

   a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

   b. determine and verify:

      1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

      2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

      3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

   c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

    a. Contractor shall submit the number of copies required in the Specifications.

    b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

    a. Contractor shall submit the number of Samples required in the Specifications.

    b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

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

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

   d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the

assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject

to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

7.20 *Quality Control*

A. Contractor shall provide quality control, which shall include the initial and subsequent inspections of Contractor's Work to ensure that the Work conforms to the Contract Documents.

B. Contractor shall designate the person responsible for Contractor's quality control while Work is in progress, and shall notify Engineer, in writing, prior to any change in quality control representative assignment.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the

Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

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

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

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

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

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

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
   1. A mutually acceptable fixed fee; or
   2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
      a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
      b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
      c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
      d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
      e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
      f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, ~~under cost-plus-fee,~~ time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. ~~*Contractor's Fee*~~

~~1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:~~

~~a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.~~

~~b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:~~

~~1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.~~

~~2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.~~

~~2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change~~

~~Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.~~

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

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

13.03 *Unit Price Work*

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

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

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

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

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 quantity of the item of Unit Price Work performed by Contractor differs materially and significantly 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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

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

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. ~~Ten~~ Twenty-one days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure. Such cure must occur within no more than thirty (30) days of said notice unless otherwise extended by the Engineer.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs,

losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until

payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

Title VI Special Provisions

In compliance with the United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances (DOT Order No. 1050.2A):

"The Idaho Transportation Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

During the performance of work covered by this Contract, the Contractor for themselves, their assignees and successors in interest agree as follows to adhere to Appendix A and E of the USDOT Standard Title VI/Non-Discrimination Assurances:

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 2 l.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA), to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration (FHWA), as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration (FHWA) may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the

Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration **(**FHWA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

"General Decision Number: ID20250086 01/03/2025

Superseded General Decision Number: ID20240086

State: Idaho

Construction Type: Highway

Counties: Adams, Payette, Valley and Washington Counties in Idaho.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

PLAS0072-001 06/01/2023

ZONE 1:

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 38.05	16.89

Zone Differential (Add to Zone 1 rate): Zone 2 - $3.00

BASE POINTS: Spokane, Pasco, Lewiston, Wenatchee

Zone 1: 0-45 radius miles from the main post office

Zone 2: Over 45 radius miles from the main post office

SUID2013-014 06/17/2013

	Rates	Fringes
CARPENTER (Form Work Only)	$ 26.57	8.10
ELECTRICIAN	$ 26.83	11.94
HIGHWAY/PARKING LOT STRIPING: Painter	$ 23.80	6.67
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 23.09	10.44
LABORER: Common or General	$ 23.88	11.05
LABORER: Concrete Saw (Hand Held/Walk Behind)	$ 23.98	11.05
LABORER: Grade Checker	$ 23.41	10.78
LABORER: Mason Tender - Cement/Concrete	$ 23.88	11.05
OPERATOR: Backhoe/Excavator/Trackhoe	$ 26.20	9.97
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 25.35	11.55
OPERATOR: Broom/Sweeper	$ 23.93	9.09
OPERATOR: Bulldozer	$ 25.94	10.36
OPERATOR: Crane	$ 26.04	10.28
OPERATOR: Crusher	$ 25.06	9.23
OPERATOR: Grader/Blade	$ 26.00	10.30
OPERATOR: Hydroseeder	$ 24.76	11.51
OPERATOR: Loader	$ 25.15	9.83
OPERATOR: Mechanic	$ 25.40	8.63

OPERATOR: Oiler.....$ 25.66 9.23

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 25.63 10.33

OPERATOR: Roller (Subgrade).....$ 22.24 8.57

OPERATOR: Roller.....$ 25.24 10.42

OPERATOR: Rotomill.....$ 27.06 12.65

OPERATOR: Screed.....$ 24.07 9.63

TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....$ 22.66 10.90

TRUCK DRIVER: Dump Truck.....$ 21.80 13.95

TRUCK DRIVER: Lowboy Truck.....$ 22.12 13.20

TRUCK DRIVER: Oil Distributor Truck.....$ 22.54 12.35

TRUCK DRIVER: Water Truck.....$ 23.99 11.12

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular

rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and

prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SPECIAL PROVISIONS FOR RACE/GENDER–CONSCIOUS LOCAL FEDERAL-AID PROJECTS

The Disadvantaged Business Enterprise (DBE) goal for this project is: __0__%. The Idaho Transportation Department (Department) current Federal Fiscal Year (FFY) overall annual statewide goal is __10__%. The DBE directory is at https://itd.dbesystem.com.

Regulations and statutes require and authorize the Disadvantaged Business Enterprise Program under Titles I (other than Part B) and V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Pub. L. 102-240, 105 Stat. 1914, and Titles I, III, and, V of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, 112 Stat. 107, Titles I, III, and V of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109-59, 119 Stat. 1144, and Divisions A and B of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, 126 Stat. 405, Fixing America's Surface Transportation Act (FAST Act) Pub. L. 114-113.

1. It is the Department's policy to ensure DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the United States Department of Transportation (USDOT)-assisted contracts. The Contractor will include these requirements in every subcontract and modify language as necessary to make the program binding on all subcontracts.

   The Contractor agrees to ensure DBE firms have the opportunity to participate in the performance of the contract. The Contractor or its subcontractor(s) will not discriminate based on race, color, national origin, sex, age, or disability in the performance of the contract. The Contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or result in the implementation of other remedy, as the Department deems appropriate.

   It is required that a Contractor verify a DBE firm's certification with the Idaho Unified Certification Program (UCP). The UCP directory is located at: https://itd.dbesystem.com. The Contractor must use the ITD-2396 form. The Consultants must use the ITD-2398 form for consultant agreements when making DBE goal commitments for contract goals. If the Department declares a DBE firm ineligible to perform work after the execution of a signed contract, then the DBE firm may complete the work, the Department will count the DBE firm's participation toward the contract goal, although the DBE participation will not count toward the overall annual Department DBE goal. If a Federal agency and/or the Department decertify a DBE before the DBE firm signs a contract, then the Contractor must replace the ineligible DBE firm with another DBE firm or demonstrate that it made a GFE to do so.

2. The Department determines the level of DBE participation on a contract-by-contract basis determined by the Department's contract goal methodology, the contract bid documentation will state the contract goal percentage. The Department will credit dollar volumes of participation toward the contract goal. The Department will base the goal attainment on actual expenditures made to DBE firms providing a commercially useful function (CUF), as specified in **Section H.**

"Counting DBE Participation toward Contract Goals" of the Department's DBE Program Plan (located at http://apps.itd.idaho.gov/apps/ocr/documents/dbeplan.pdf). This includes only work actually performed by and paid to the DBE firm and the cost of equipment, supplies, and materials, except when the DBE purchases or leases the equipment, supplies, and materials from the Contractor.

The bidder hereby certifies that it made GFEs to seek out and consider DBE firms for work on the contract.

3. The Department will credit fees and expenditures toward to DBE goal as follows:

   a) 100 percent of the dollar value equal to the clearly defined portion of the work of the contract that the DBE performs with its own forces in a joint venture between a DBE and a non-DBE firm.

   b) 100 percent of expenditures to a DBE manufacturer, a DBE subcontractor, or DBE professional consultant.

   c) 100 percent of expenditures to a trucking firm that uses trucks it owns, insures, and operates using drivers it employs or leases from another DBE firm including an owner/operator who is also certified as a DBE. A DBE firm may lease trucks from a non-DBE firm, including an owner/operator. As a result, the DBE will receive credit for the total value of the services provided by the non-DBE firm not to exceed the value of the services provided by the DBE-owned trucks. Any additional participation by non-DBE firms will receive credit only for fees or commission received.

      Example: DBE Firm X uses 2 of its own trucks on a contract. It leases 2 trucks from DBE Firm Y and 6 trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may be awarded for the total value of transportation services provided by 4 of the 6 trucks provided by Firm Z. In all, full credit would be allowed for the participation of 8 trucks. In respect to the other 2 trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives because of the lease with Firm Z.

      A lease must indicate that the DBE has exclusive use and control over the leased truck. This does not preclude the leased truck from working for others during the term of the lease if the DBE consents, so long as the lease gives the DBE absolute priority for use of the leased truck. A leased truck must conspicuously display the name and identification number of the DBE.

   d) 100 percent of the fees for equipment leased from a DBE towards the contract goal when the Contractor leases the equipment from a DBE, provided the DBE owns or has the equipment registered in its name. If the DBE obtains the equipment from other sources, the Engineer will only credit the net fee.

   e) 60 percent of expenditures paid out to a DBE dealer for supplies provided and the DBE is not a manufacturer. A regular dealer is a firm that owns, operates, or maintains a

store, warehouse, or other facility that supplies materials, articles, or equipment for purchase or lease and regularly stocks, sells, and leases to the public during the usual course of business.

f) 100 percent of the net fee (if deemed reasonable) for DBE brokers, packagers, and manufacturers' representatives.

4. The Department requires all bidders to furnish DBE commitments on the ITD-2396 form for a construction contract at the time of bid. Consultants bidding on an agreement must furnish DBE commitments on the ITD-2396 form for any agreement at the time of proposal submission. The forms must contain:

   a) Names of all certified DBE and non-DBE firms solicited or providing volunteer quotations.

   b) The identity of the DBE and non-DBE firm(s) the Contractor intends to use in the execution of the contract.

   c) Description of the work and associated dollar amounts each DBE and non-DBE firm offered to perform.

   d) The dollar amount of the participation of each utilized DBE and non-DBE and the signed confirmation form signed by the recognized DBE(s) on the DBE's company letterhead stating the DBE plans to participate in the contract as specified in the Contractor's commitment.

   e) The name of the Contractor's designated Equal Employment Opportunity Officer responsible for administering the Contractor's DBE program.

   f) A signed commitment from the Contractor on the ITD-2396 form for the contract and a signed commitment from the consultant using the ITD-2398 form for all consultant agreements, to use the DBE subcontractor(s) or DBE consultant identified on the form(s) for the specified contract items in order to meet the contract goal. The Contractor and consultants must use the above-mentioned forms, unless the committed DBE firm(s) is unable or unwilling to perform because of default, decertification, or other relevant factors.

5. The Department considers the Contractor's commitment to meet the specified goal as clear (prima facie) evidence it made a GFE to obtain DBE participation on the contract.

6. If the DBE commitment is below the contract goal amount, the Department will condition the award of contract to a determination made by the Contractor's or the consultant's DBE program coordinator on the GFEs made to attain DBE participation.

   Following is a list of efforts the Department evaluates when determining the Contractor's GFEs to obtain DBE participation. In addition to GFEs, the Department will consider the timing and intensity of the undertaking.

a) Whether the Contractor solicits DBE firms through available and reasonable means, the Contractor must also allow adequate time for the DBE to respond. The Contractor must also follow-up on all solicitations (e.g., advertisements placed in general circulation, trade association solicitations, minority-focus media campaigns) with respect to any subcontracting opportunities.

b) Whether the Contractor selected portions of the work for the DBE firm(s) to perform to increase the likelihood of meeting the DBE goals, including where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

c) Whether the Contractor provided interested DBE firms with adequate information about the plans, specifications, and requirements of the contract in a timely manner.

d) Whether the Contractor negotiated in good faith with interested DBE firms, not rejecting DBE firms as unqualified without sound reasoning, and based on a thorough investigation of capabilities.

e) Whether the Contractor made efforts to assist interested DBE firms in obtaining bonding, lines of credit, or insurance required by the Department or the Contractor.

f) Whether the Contractor made efforts to assist interested DBE firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

g) Whether the Contractor effectively used the services of available minority/women community organizations, minority/women Contractors' groups, government business-assistance agencies, or utilized other organizations that could provide assistance in the recruitment and placement of DBE firms.

h) Whether the Contractor involved itself in any pre-solicitation or pre-bid meetings scheduled to inform DBE firms of contracting and subcontracting opportunities.

7. A contract award is contingent on the Department approving the Contractor's DBE plan. The plan requires the Contractor to make continuing efforts throughout the contract to assure that DBE participation remains at a level satisfying the following requirements:

    a) Continuing DBE participation equals or exceeds contract goals.

    b) Continuing DBE participation equals or exceeds the approved level that is less than the contract goal as allowed under **Section G. “Good Faith Efforts (GFE) Process”** of the Department’s DBE Program Plan.

    The Contractor cannot terminate a DBE subcontractor for convenience without the Engineer’s written consent. If situations or conditions arise preventing a DBE firm from completing the originally agreed upon work, the Contractor will take affirmative action steps to re-establish DBE participation at a level needed to meet the original contract goal or demonstrate a GFE demonstrating the Contractor afforded other DBEs the opportunity to assume the original work. Afterward, the Contractor must revise the DBE participation plan and the Engineer must approve the revised plan with concurrence from the Department’s Office of Civil Rights. Failure of the Contractor to meet these special provisions will be a violation of the contract.

The Engineer will count the value of work actually performed by and paid to the DBE firms toward the Contractor's DBE goal.

8. The DBE firm must perform a CUF on the contract in order for the Engineer to count expenditures toward the contract goal and annual goal. The Department defines CUF by using general industry practices and the provisions of 49 CFR Part 26. A DBE performs a CUF when:

    a) A DBE firm executes a distinct element of the work by actually performing, managing, and supervising the work involved in accordance with industry standard practices, except where such practices are not consistent with DBE regulations and requirements, and

    b) The DBE firm receives due compensation as agreed upon for the work performed.

    If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, Department must presume the DBE is not performing a CUF. As with all non-CUF determinations, the DBE may present evidence to rebut this presumption.

9. Breach of Contract/Damages. Whenever the Engineer determines, after investigating and obtaining evidence, the Contractor has not complied with these special provisions, the Engineer will take the following actions:

    a) Inform the Contractor, in writing, that the Department staff observed specific (listed) infractions the DBE must correct within 5 or fewer business days and that failure to take corrective action will result in withholding all or part of the progress payments.

    b) The Engineer will withhold progress payments when the Contractor does not correct deficiencies.

    c) If violations persist, the Engineer will contact the Department’s Office of Civil Rights for direction on imposing one or more of the following actions:

        (1) Withhold all or part of progress payments until the Contractor complies.

        (2) Suspend the contract completely, or in part, until the Contractor complies, with no progress payments delivered during the period, with no time extension made.

        (3) Cancel or terminate the contract for cause as authorized in in this contract’s provision for default and termination of contract.

        (4) Deduct from the Contractor’s final payment on the contract or any progress payments on current or future Idaho Federal-Aid contracts of an amount in equal value of the DBE committed work items not performed by the committed DBE firm. If the Department determines the Contractor caused the failure or the failure was an unintentional error or oversight, then the amount to be deducted may be reduced to 50 percent of the value of the unattained DBE participation based on the committed work items. In addition to sanctions, willful failure by the

Contractor or a DBE firm to comply with this contract or with the Federal DBE regulations may result in disqualification from further or future contracting, subcontracting, or other participation in federally funded contracts and/or Department contracts.

The Contractor has the right to appeal as specified in this contract's Administrative Resolution Process for Claims.

10. Record Keeping.

    a) A Contractor and each subcontractor must maintain all records relating to the DBE program during the course of the work and preserved the records for a period of 5 years from the date of final payment.

    b) The Contractor or its subcontractor will make the records pertaining to the DBE program available for inspection, copying, or transcription by authorized representatives of the Department or the FHWA and will permit these representatives to interview employees as necessary.

    c) Failure to submit the required records upon request or to make these records available will be grounds for sanctions as specified in **Section G. "Monitoring and Enforcement Mechanisms"** of the Department's DBE Program Plan.

11. Joint Ventures.

    a) To increase the opportunity for DBE firms to participate in contracts, DBE firms may enter into joint ventures with non-DBE firms. DBE joint venture applicants must complete the ITD-0646b, Schedule B form, and submit it with the required documentation with their bid.

    b) The DBE partner of the joint venture must have a separate agreement showing the DBE partner's bid items. The agreement must be able to define the DBE partner's distinct elements of work it will perform with its own forces.

    c) The Contractor and the DBE firm must submit a joint venture agreement with the bid documentation and Department will evaluate it on a contract-by-contract basis.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EEO SPECIAL PROVISIONS

PART I Special Equal Employment Opportunity Responsibilities (23 USC 140 and 23 CFR 230, Subpart A and D

1. General

   a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273) and these Special Provisions which are imposed pursuant to Section 140 of title 23, U.S.C. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

   b. The contractor shall work with the Idaho Transportation Department (Department) and the Federal Government in carrying out equal employment opportunity obligations and in their review of activities under the contract.

   c. The contractor and all subcontractors holding subcontracts not including material suppliers, of $10,000 or more shall comply with the following minimum specific requirement activities of equal employment opportunity. (The equal employment opportunity requirements of Form FHWA-1273 are applicable to material suppliers as well as contractors and subcontractors.) The contractor shall include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

   The contractor shall accept as operating policy the following statement, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, national origin, age, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

   "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age, or disability. Such action shall include: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and on-the-job training."

3. Equal Employment Opportunity Officer

   The contractor shall designate in a letter to the Engineer the equal employment opportunity officer (hereinafter referred to as the EEO Officer) for the project who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

   a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such actions, will be made fully cognizant of, and shall implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement is met, the contractor shall take the following actions as a minimum:

(1) Periodic meetings of supervisory and personnel office employees shall be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation shall be reviewed and explained. The meeting shall be conducted by the EEO Officer or other knowledgeable company official. Documentation of this meeting shall be provided to the Engineer prior to the start of the project.

(2) All new supervisory or personnel office employees shall be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project shall be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor shall take the following actions:

(1) Notices and posters setting forth the contractor's equal employment opportunity policy shall be placed in areas readily accessible to employees, applicants for employment, and potential employees.

(2) The contractor's equal employment opportunity policy and the procedures to implement such policy shall be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

a. When advertising for employees, the contractor shall include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor shall, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor shall, through the company EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

If the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the Department expects the contractor to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

The contractor shall encourage present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants *shall be discussed with employees.*

6. Personnel Actions

The contractor shall establish and administer wages, working conditions, employee benefits and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, without regard to race, color, religion, sex, national origin, age, or disability. The following procedures shall be followed:

a. The contractor shall conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Contractor shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor shall promptly investigate all complaints of alleged discrimination made to the contractor in connection with obligations under this contract, shall attempt to resolve such complaints, and shall take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor shall inform every complainant of all avenues of appeal.

7. Training and Promotion

a. The contractor shall assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. If the Training Special Provision is provided under this contract, this subparagraph will be superseded by the Training Special Provision.

c. The contractor shall advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor shall periodically review the training and promotion potential of minority group and women employees and shall encourage eligible employees to apply for such training and promotion.

8. Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor shall use best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association, acting as agent shall include the procedures set forth below:

a. The contractor shall use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor shall use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union shall be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, or disability.

c. The contractor shall obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor. The contractor shall so certify to the Engineer and shall set forth what efforts have been made to obtain such information.

d. If the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor shall, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, or disability, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) If the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, the contractor shall immediately notify the Engineer.

9. Subcontracting

a. The contractor shall use best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees, in accordance with the Disadvantaged Business Enterprise Special Provisions of the contract. Contractors shall obtain lists of minority-owned firms from the Department External EEO Office.

b. The contractor shall use best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

a. The contractor shall keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor shall be designed to indicate:

(1) The number of minority and nonminority group members and women employed in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of five years from the date of the final payment and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the Federal Highway Administration.

c. The contractors shall submit to the Engineer for the final pay period in the month of July, a report indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391.

d. If the Training Special Provision is provided under this contract, the Engineer will require the contractor to collect and report training data.

11. Sanctions

a. If an investigation or review by the Department reveals that a contractor or a subcontractor is in non-compliance with these Special Provisions, the Engineer will issue a show cause notice (SCN) to the contractor or subcontractor. This written notice shall state the deficiencies found during the review, and will advise the contractor or subcontractor to show cause within 30 days why sanctions should not be imposed. Within the 30 days the contractor or subcontractor must show good cause or must provide an acceptable agreement for corrective action.

b. If the contractor or subcontractor does not correct deficiencies and fails to develop, sign and implement a corrective action plan (CAP) within the 30 days stated in the SCN, the Engineer will withhold all progress payments commencing the day after the expiration of the 30-day period.

c. If the contractor or subcontractor fails to meet the conditions of the CAP, no further show cause notice is required. The Engineer will immediately advise the District Engineer, who will immediately request a formal hearing before a panel consisting of a selected member of the Department's Legal Counsel, Representatives from Roadway Design, External EEO Office, and the District. At this hearing, the contractor will be given the opportunity to offer rebuttal to the findings. The purpose of the hearing will be to examine all documentation and determine which of the following sanctions will be imposed – not whether they will be imposed. Generally, sanctions will be imposed in sequential order for each incident that EEO contract provision violations occur, and are brought before the hearing panel. However, the Department reserves the right to impose any sanction listed depending on the severity of the contractor's deficiency.

- Withhold progress payments until it is determined that the contractor or subcontractor is found in compliance.

- Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made.

- Cancel or terminate the contract for cause in accordance with subsection 108.09 of the Contract Specifications.

- Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho Federal-Aid projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or $7,700 whichever is less.

d. The contractor shall have the right to appeal pursuant to Subsection 105.16 of the Standard Specifications

PART II **Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity 41 CFR, 60-4:**

1. All Federal and Federally assisted construction contracts and subcontracts in excess of $10,000 are subject to the Department of Labor regulations contained in 41 CFR § 60-4.

2. 41 CFR § 60-4.2 provides for inclusion in contracts of the goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area. The goals related to this contract area as follows:

STANDARD METROPOLITON STATISTICAL AREAS
(SMSA) AND ECONOMIC AREAS (EA)

	Goals for minority participation in each trade	Goals for female participation in each trade
IDAHO		
165 Non-SMSA Counties: Bear Lake, Franklin and Oneida	5.1%	6.9 %
166 Non-SMSA Counties: Bannock, Bingham, Blaine, Butte, Bonneville, Camas, Caribou, Cassia, Clark, Custer, Fremont, Gooding, Jefferson, Jerome, Lemhi, Lincoln, Madison, Minidoka, Power, Teton, and Twin Falls	4.0 %	6.9 %
167 Boise City SMSA Counties: 1080 Boise City, Ada	2.3 %	6.9 %
Non-SMSA Counties: Adams, Boise, Canyon, Elmore, Gem, Owyhee, Payette, Valley and Washington	4.4 %	6.9 %
168 Non-SMSA Counties: Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce, and Shoshone	3.0 %	6.9 %

The U.S. Department of Labor, Office of Contract Compliance Programs (OFCCP) is the only party with the authority to determine compliance with Executive Order 11246 and 41 CFR Part 60-4. For further information, to obtain a copy of the regulation, or to get clarification on the requirements, the Contractor should contact the OFCCP office:

Office of Federal Contract Compliance Programs

620 SW Main Street, Suite 411
Portland, OR 97205
(503) 326-4112

1111 Third Ave. Suite 745
Seattle, WA 98101-3212
(206) 398-8005

Approval:

FHWA Civil Rights Program Manager

06 JUNE 2011
Date

2024 BUY AMERICA INSERT

This document is intended as a Build America Buy America (BABA or BA) contract insert that includes changes to the 2023 Standard Specifications for Highway Construction (SSHC), and the 2020 Quality Assurance Manual (Dated 10/19).

REVISIONS TO THE 2023 SSHC

ON PAGE 11, SUBSECTION 101.04 – DEFINITIONS **02/24**

Replace the definition of "Construction Material" with the following:

> **Construction Material.** A Construction Material is an article, material, or supply that consists of only one of the items listed, except for minor additions: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cable); glass (including optic glass); lumber (including treated wood, and untreated wood); Fiber optic cable; Optical fiber; Engineered wood or drywall. To the extent one of the items listed above contains as inputs other items listed above, it is nonetheless a Construction Material. For example, fiber optic cable contains as inputs other items listed, such as glass and/or plastics, but fiber optic cable is nonetheless a Construction Material. Items specifically excluded from Construction Materials are products that are primarily iron or steel (defined under Iron and Steel Products); cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Coatings do not change the categorization of a Construction Material. Minor additions of articles, materials, supplies, or binding agents to a Construction Material do not change the categorization of Construction Material. For example, wax added to engineered wood should not disqualify the engineered wood from categorization as a Construction Material. However, if before the engineered wood is brought to the work site, it is combined with glass or other items or materials to produce a new product, which is not listed above, the new product would be classified as a Manufactured Product, not a Construction Material.

ON PAGE 14, SUBSECTION 101.04 – DEFINITIONS **02/24**

Add the following in alphabetical order:

> **Manufactured Product.** Any product that is classified as an iron or steel product, or a Construction Material is not a Manufactured Product. Cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives, also cannot be classified as a Manufactured Product. Otherwise, the following definition of Manufactured Product applies: Articles, materials, or supplies that have been: a) Processed into a specific form and shape; or b) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

ON PAGE 59, 106.01.A.1 – IRON AND STEEL PRODUCTS **02/2024**

Add the following after the first paragraph.

> Iron or steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both. "Predominantly of iron or steel" means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

ON PAGE 60, 106.01.A.1 – IRON AND STEEL PRODUCTS **02/2024**

Delete the second sentence of the fifth paragraph and replace with the following:

> Cost determination is based on supplier invoice costs.

ON PAGE 60, 106.01.A.2 – CONSTRUCTION MATERIALS **02/2024**

Delete the first paragraph and replace with:

> All Construction Materials must be produced in the United States. Produced in the United States is defined below for each Construction Material.
>
> (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
> (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
> (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
> (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
> (5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
> (6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
> (7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
> (8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

ON PAGE 60, 106.01.A.2 – CONSTRUCTION MATERIALS **04/2024**

Add the following after the second paragraph:

> The Engineer may allow small quantities of foreign or non-compliant Construction Materials, so long as the total value of the foreign or non-compliant Construction Materials does not exceed the lesser of $1,000,000 or 5 percent of the Total Applicable Project Costs for the project or where the Total Amount of Federal Financial Assistance is below $500,000. "Total Applicable Project Costs" are defined as the cost of iron/ steel, Construction Materials and Manufactured Products used in the project that are subject

to a domestic preference requirement, including materials that are within the scope of an existing waiver. "Total Amount of Federal Financial Assistance" includes federal funding provided for preliminary engineering, right of way, and all construction contracts. For projects under a NEPA decision, include all federal funding provided for all projects under that NEPA decision.

The Contractor must maintain and provide in .csv format for each estimate to the Engineer a running total, listed by bid item and manufacturer, of the cost of Construction Materials not meeting the Buy America criteria and a running total of the Total Applicable Project Costs (as defined in the paragraph above). Invoices must be available for audit at any time and must be retained for a period of five years from the date of substantial completion for the project. If the Contractor does not provide these costs for each estimate, the estimate payment will not be made until the costs are supplied, or the Contractor provides a written statement(*) that they are not going to supply these costs. The written statement will include a statement from the Contractor acknowledging that they will not be able to incorporate any non-compliant Construction Materials into the project. The Engineer needs to make sure the running total of the Total Applicable Project Costs and the running total of foreign or non-compliant Construction Materials are received prior to issuing each pay estimate and that the Contractor does not exceed the Buy America threshold for non-compliant Construction Materials or have received the written statement from the Contractor indicating they will not be providing the running total.

* The written statement must include the following sentence:

"As the authorized representative of the Contractor, by providing this written statement that I will not be providing the running total for each estimate of the Total Applicable Project Costs, the Contractor is acknowledging that non-compliant Construction Materials cannot be incorporated into the project."

REVISIONS TO THE 2020 QUALITY ASSURANCE MANUAL (DATED 10/19)

Section 100.00.01 – Quality Control (QC) Producer

Delete the second sentence of the first paragraph and replace with:

Quality control of materials used in construction is the Contractor's responsibility and is performed during the production of the material and/or at the point of delivery.

Section 200 "Outline"

Revise Section 230.01 as follows:

230.01	General Provisions and Buy America.
230.01.01	General Provisions.
230.01.02	Buy America.
230.01.02.01	Iron and Steel Products
230.01.02.02	Construction Materials

Section 230.01 General Provisions

Delete Section 230.01 and replace with the following:

230.01 General Provisions and Buy America

230.01.01 General Provisions

Standard Department certification forms will be used. The standard forms are:

- ITD-849 Geotextile and Geogrid
- ITD-851 Miscellaneous Items
- ITD-875 Non-Structural Concrete
- ITD-914 Steel and Iron, and Buy America
- ITD-915 Construction Materials for Buy America
- ITD-966 PG Asphalt Binder
- ITD-968 Cement / Fly Ash

The standard forms must be completed in their entirety and be signed by the manufacturer's representative who has quality control responsibility for the manufacture or fabrication of the material.

When required by the contract, QC test results must be attached to the specified standard form. Certification does not preclude inspection, sampling, testing, or verification of certified test results of the material received on the project. Project inspectors will review all certification results for specification compliance before accepting the material. If the certified material is found to be outside acceptable specification limits, the material is subject to rejection.

Each shipment of certified material must be visually inspected for obvious defects and shipping/handling damage. Repair, reject, or replace damaged or defective material to the satisfaction of the Engineer. Where feasible, simple measurements of specified properties should be spot-checked at least once per project and recorded to verify certification. Examples would be length, mass per unit length, or thickness of steel items.

Withdraw acceptance of material by certification when sample test or inspection results show the material consistently fails to meet specifications requirements. Reestablishment of the certification acceptance may be achieved through Department pre-testing, pre-inspection, and review of historical certification records and test results of the material before its incorporation into a project. Additionally, the manufacturer's QA program may require revision and reevaluation by the Department.

230.01.02 Buy America

Buy America applies to any contract eligible for Federal Aid Highway funding within the scope of an applicable NEPA finding, determination, or decision regardless of the funding source of such contracts if at least one contract or phase of the project is funded with Federal-Aid highway funds. All permanently incorporated steel and iron materials along with Construction Materials as established in Standard Specification 106.A must be certified that they were manufactured in the United States of America including application of a coating. Certification must be provided before incorporation of the materials into the project. Materials that are only used or rented during the project construction, but not incorporated into the work (temporarily installed), do not require certification.

230.01.02.01 Iron and Steel Products

The ITD-914 form will serve as Buy America Certification and be signed by a person having quality control responsibility for the company that manufactures or fabricates the material. The ITD-914 will be sent with mill tests reports attached, except as noted in the MTRs.

Small quantities of steel and iron may be accepted without Buy American Certification, so long as its total cost for the project does not exceed 0.1% of the contract amount or $2,500, whichever is greater. The total cost of steel and iron includes the cost of the material plus the cost of transportation to the project site, as evidenced by delivery receipt, but does not include labor cost involved in final assembly performed on the project site.

If Department project staff or consultant inspectors discover that foreign iron and/or steel products are incorporated into a federal-aid project that exceed the Buy America minimal use amount for iron or steel (the greater of $2,500 or 0.1% of the contract value), the FHWA Idaho Division must be contacted to resolve this after-the-fact discovery. All information on foreign iron and steel permanently incorporated into a project that exceeds the minimal use amount must be presented to FHWA to determine the appropriate resolution. The Department will not complete a project's Material's Certification without FHWA's resolution when the project is not compliant with Buy America. The Department has no authority to complete such a resolution and cannot resolve Buy America compliance issues by use of non-Federal funds.

230.01.02.02 Construction Materials

A Construction Material is an article, material, or supply that consists of only one of the items listed, except for minor additions: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cable); glass (including optic glass); lumber (including treated wood, and untreated wood); Fiber optic cable; Optical fiber; Engineered wood or drywall.

To the extent one of the items listed above contains as inputs other items listed above, it is nonetheless a Construction Material. For example, fiber optic cable contains as inputs other items listed, such as glass and/or plastics, but fiber optic cable is nonetheless a Construction Material.

Items specifically excluded from Construction Materials are products that are primarily iron or steel (defined under Iron and Steel Products); cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Coatings do not change the categorization of a Construction Material. Minor additions of articles, materials, supplies, or binding agents to a Construction Material do not change the categorization of Construction Material. For example, wax added to engineered wood should not disqualify the engineered wood from categorization as a Construction Material. However, if before the engineered wood is brought to the work site, it is combined with glass or other items or materials to produce a new product, which is not listed above, the new product would be classified as a Manufactured Product, not a Construction Material.

Any product that is classified as an iron or steel product, or a Construction Material is not a Manufactured Product. Cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives, also cannot be classified as a Manufactured Product. Otherwise, the following definition of Manufactured Product applies: Articles, materials, or supplies that have been: a) Processed into a specific form and shape; or b) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

For awards obligated on or after August 16, 2023, the Engineer may allow small quantities of foreign Manufactured Products and Construction Materials, so long as the total value of the non-compliant products does not exceed the lesser of $1,000,000 or 5 percent of the total applicable costs for the project or where the total amount of federal financial assistance is below $500,000. "Total applicable project costs" are defined as the cost of Construction Materials and Manufactured Products used in the project that are subject to a domestic preference requirement, including materials that are within the scope of an existing waiver. "Total Amount of Federal Financial Assistance" includes federal funding provided for preliminary engineering, right of way, and all construction contracts. For projects under a NEPA decision, include all federal funding provided for all projects under that NEPA decision.

The Contractor must maintain and provide in .csv format for each estimate to the Engineer a running total, listed by bid item and manufacturer, of the cost of Construction Materials not meeting the Buy America criteria and a running total of the Total Applicable Project Costs (as defined in the paragraph above).). Invoices must be available for audit at any time and must be retained for a period of five years from the date of substantial completion for the project. If the Contractor does not provide these costs for each estimate, the estimate payment will not be made until the costs are supplied, or the Contractor provides a written statement(*) that they are not going to supply these costs. The written statement will include a statement from the Contractor acknowledging that they will not be able to incorporate any non-compliant Construction Materials into the project. The Engineer needs to make sure the running total of the Total Applicable Project Costs and the running total of foreign or non-compliant Construction Materials are received prior to issuing each pay estimate and that the Contractor does not exceed the Buy America threshold for non-compliant Construction Materials or have received the written statement from the Contractor indicating they will not be providing the running total.

* The written statement must include the following sentence:

"As the authorized representative of the Contractor, by providing this written statement that I will not be providing the running total for each estimate of the Total Applicable Project Costs, the Contractor is acknowledging that non-compliant Construction Materials cannot be incorporated into the project."

The ITD-915 form serves as Buy America Certification for Construction Materials and must be signed by a person having quality control responsibility for the company that manufactures the Construction Material.

If Department project staff or consultant inspectors discover that foreign Construction Materials are incorporated into a federal-aid project, the FHWA Idaho Division must be contacted to resolve this after-the-fact discovery. All information on foreign Construction Materials permanently incorporated into a project must be presented to FHWA to determine the appropriate resolution. The Department will not complete a project's Material's Certification without FHWA's resolution when the project is not compliant with Buy America requirements. The Department has no authority to complete such a resolution and cannot resolve Buy America compliance issues by use of non-Federal funds.

Section 230.03 Steel.

Delete the last sentence of the first paragraph and replace with:

Steel will comply with 230.01.02 Buy America.

Section 230.07 Corrugated Metal Pipe and Corrugated Plate Pipe.

Add the following to the end of the second paragraph of the section:

Additionally, a form ITD-915 will be submitted attesting that the aluminum pipe meets applicable Buy America requirements for Construction Material (non-ferrous metals).

Section 230.08 Plastic Pipe.

Add the following to the end of the first paragraph of the section:

Additionally, a form ITD-915 will be submitted attesting that the plastic pipe meets applicable Buy America requirements for Construction Material (plastic and polymer-based products).

Section 230.09 Geosynthetics.

Add the following to the end of the first paragraph of the section:

Additionally, a form ITD-915 will be submitted attesting that the geosynthetic meets applicable Buy America requirements for Construction Material (plastic and polymer-based products).

Section 270.00 Minimum Testing Requirements (Table)

Use the Buy America Summary Table below for BA requirements and BA certifications of materials. Iron or steel products are listed as "Fe". Construction Materials as listed as "CM". If the material is listed as a possible Construction Material (CM), it is up to the manufacturer to either certify the product with the ITD-0915, or submit the product through the Buy America Exemption Application for review by HQ Construction and Materials for a possible exemption. Only products that are not by definition a Construction Material can receive an exemption.

Buy America Summary Table (Section 270)

Section	Item Desc.	Code[1,4,6,7]	Form(s)[2,3,5,9]	Comments
212	Slope Drain	Fe, CM	ITD-914, ITD-915	
405	Pavement Reinforcement Fabric	CM	ITD-915	
503	GFRP	BA N/A		GFRP is a combination of glass and polymers combined in a manufacturing process. See notes 10 and 11.
503	GFRP	BA N/A		
504	Bolts, Nuts, Hardened Washers, DTI	Fe, CM	ITD-914, ITD-915	
504	Two Tube Curb-Mount Railing	Fe, CM	ITD-914, ITD-915	
504	Pedestrian Bicycle Railing	Fe, CM	ITD-914, ITD-915	
504	Combination Pedestrian Bicycle, and Traffic Railing	Fe, CM	ITD-914, ITD-915	
505	Timber Piles	CM	ITD-915	
507	Neoprene Bearing Pads	CM	ITD-915	
507	TFE/PTFE Bridge Bearing Pads	CM	ITD-915	
508	Corrugated Plate Pipe - Entire Section	Fe, CM	ITD-914, ITD-915	
511	Concrete Waterproofing Systems - Types A, B	CM	ITD-915	
511	Concrete Waterproofing Systems - Types C, D	BA N/A		Note, Type C Silanes and siloxane chemicals are not polymers and are not Construction Materials. Type D is an asphalt filled fabric laminate combined in a manufacturing process and is not a Construction Material.
511	Concrete Waterproofing Systems - Types E	CM	ITD-915	
565	Backer Rod	CM	ITD-915	
565	Location Spike	Fe, CM	ITD-914, ITD-915	
566	Neoprene Seals - Compression Seal Expansion Joint	CM	ITD-915	

Buy America Summary Table (Section 270)

Section	Item Desc.	Code[1,4,6,7]	Form(s)[2,3,5,9]	Comments
567	Neoprene Seals - Strip Seal Expansion Joint	CM	ITD-915	
578	Gaskets for Concrete Pipe	CM	ITD-915	
586	Utility Conduit	Fe, CM	ITD-914, ITD-915	
586	Deck Inserts	Fe, CM	ITD-914, ITD-915	
602-608	Corrugated Metal pipe and Pipe arches	Fe, CM	ITD-914[2], ITD-915	
602-608	Structural Plate Pipe, Pipe Arches and Arches	Fe, CM	ITD-914, ITD-915	
602-608	Pipe Underdrains (Metallic Coated corrugated steel, aluminum pipe, corrugated PE drainage tubing PVC Pipe.	Fe, CM	ITD-914, ITD-915	
602-608	Abs or PVC or PE Pipe	CM	ITD-915	
602-608	Metal Aprons	Fe, CM	ITD-914, ITD-915	
602-608	Gaskets for Concrete Pipe	CM	ITD-915	
602-608	Rubber Gaskets for CMP	CM	ITD-915	
602-608	Corrugated Metal Embankment Protectors	Fe, CM	ITD-914, ITD-915	
609	Timber - Minor Structures	CM	ITD-915	
610	Wood Posts	CM	ITD-915	
610	Gates	Fe, CM	ITD-914, ITD-915	
610	Hardware for Barbed or Woven Wire Fence	Fe, CM	ITD-914, ITD-915	
612	Wood Post and Blocks - Guardrail	CM	ITD-915	
612	Non - Wood Post and Block - Guardrail	CM	ITD-915	
612	Aluminum Rail and Fittings - Guardrail	CM	ITD-915	
612	Metal Terminal Section - Guardrail	Fe, CM	ITD-914, ITD-915	

Buy America Summary Table (Section 270)

Section	Item Desc.	Code[1,4,6,7]	Form(s)[2,3,5,9]	Comments
612	Impact Attenuator - Permanent - Guardrail	Fe, CM	ITD-914, ITD-915	
613	Crash Cushions	CM	ITD-915	
616	Signs and Sign Support Extruded Aluminum	CM	ITD-915	
616	Signs and Sign Support Sheet Aluminum	CM	ITD-915	
616	Signs and Sign Support - Steel and Aluminum	Fe, CM	ITD-914, ITD-915	
616	Signs and Sign Support - Hardware for Signs	Fe, CM	ITD-914, ITD-915	
616	Plywood for Type E Signs	CM	ITD-915	
616	Signs and Sign Support - Breakaway Wood Posts	CM	ITD-915	
617	Aluminum Posts Delineators and Mileposts	CM	ITD-915	
617	Aluminum Posts Delineators and Mileposts Plates	CM	ITD-915	
617	Aluminum Posts Delineators and Mileposts Reflector Unit	CM	ITD-915	
617	Aluminum Posts Delineators and Mileposts Reflective Sheeting	BA N/A		Finished product undergoes manufacturing process to combine the sheeting and aluminum into one product so it is not a Construction Material. See notes 10 and 11.
618	Right of Way Marker	Fe, CM	ITD-914, ITD-915	
618	Brass Caps	CM	ITD-915	
618	Reference Marker	Fe, CM	ITD-914, ITD-915	
618	Project Markers	Fe, CM	ITD-914, ITD-915	BA N/A if temporary
618	Reference Marker	Fe, CM	ITD-914, ITD-915	BA N/A if fiberglass is used. See notes 8, 10 and 11.
618	Witness Posts - Wood	CM	ITD-915	

Buy America Summary Table (Section 270)

Section	Item Desc.	Code[1,4,6,7]	Form(s)[2,3,5,9]	Comments
618	Witness Posts - Fiberglass	BA N/A		Fiberglass is a combined material and is a Manufactured Product.
619	Illumination Poles and Bases	Fe, CM	ITD-914, ITD-915	
619	Illumination Components	Fe, CM	ITD-914, ITD-915	
623	Pre-formed expansion Joint Filler Concrete Slope Paving	CM	ITD-915	
625	Pre-formed expansion Joint Filler Joints	CM	ITD-915	
625	Neoprene Compression Seal	CM	ITD-915	
630	Glass Beads	CM	ITD-915	
630	Preformed Thermoplastic	CM	ITD-915	
634	Support Mailbox	Fe, CM	ITD-914, ITD-915	
634	Mailbox	Fe, CM	ITD-914, ITD-915	
640	Geosynthetics all materials	CM	ITD-915	
641	Biaxial Geogrid	CM	ITD-915	
652	Underground Sprinkler System - All Items	CM	ITD-915	
656	Signal Poles and Mast Arms Traffic Signal Installation	Fe, CM	ITD-914, ITD-915	
656	Signal Components Traffic Signal Installation	Fe, CM	ITD-914, ITD-915	
656	Signal Cabinet Electrical Components Traffic Signal Installation	BA N/A		Electrical Components are a combination of materials that are combined thru a manufacturing process so they are not a Construction Material. See note 10 and 11.

Notes:

1. Code Key: Fe = iron & steel, CN = Construction Material, BA N/A = Item determined not to apply to BA.
2. The ITD-914 applies to Iron and steel products only. There is no change to the Buy America certification process for Iron and Steel.
3. This table makes additional requirements to the existing table only; the existing ITD-914 requirements for Iron and Steel are not restated.

Buy America Summary Table (Section 270)

Section	Item Desc.	Code[1,4,6,7]	Form(s)[2,3,5,9]	Comments
4. Buy America requirements apply to all iron and steel items no matter what form of manufacturing or material combinations are used. 5. The ITD-915 applies to Construction Materials only (eight listed items). 6. Besides Fe and CM, no other products/items are considered by the Department to be applicable to these Buy America requirements. 7. Field assembly does not constitute a manufactured process and does not necessarily preclude applicability to Buy America requirements. 8. Wood products, even when treated, are considered Construction Materials. 9. Any justification denying applicability to the Buy America requirements is to be submitted on/with the ITD-915 form. 10. Items consisting of a combination of two or more Construction Materials combined in a manufacturing process are not Construction Materials. 11. Items consisting of one construction material with something else in a manufactured process are not Construction Materials.				

Section 470.01 Exceptions.

In the sixth full paragraph, replace the sentence with:

> Exceptions to the Buy America specification must be presented to FHWA for determination of a resolution, see Section 230.01.02 Buy America.

SPECIAL PROVISIONS
IDAHO FEDERAL AID PROJECT KEY NO. 23908, 23913

New Plymouth Horseshoe Park Pathway, PH 3 Payette County
New Plymouth Horseshoe Park Pathway, PH 4 Payette County

For the work of adding safe pedestrian and bicycle facilities in Horseshoe Park in New Plymouth, Idaho.

The following special provisions and all addenda issued supplement or modify the 2023 Idaho Transportation Department Standard Specifications for Highway Construction: 2024 Supplemental for the Idaho Transportation Department 2023 Standard Specifications for Highway Construction, 2020 Quality Assurance (QA) Manual (10/19), QA Manual Supplementals to the 2020 QA Manual, 2024 Buy America Insert (4/9/2024), 2023 Quality Assurance Special Provision for State Acceptance (12/07/2023), 2024 Special Provision for 405 Superpave Hot Mix Asphalt (11/29/2023), April 2025 Standard Drawings, Title VI Special Provisions; FHWA-1273 Federal Aid Required Contract Provisions, General Wage Decision ID250086.

SOURCE IDENTIFICATION

Designated source(s). Designated source(s) are not identified for this contract/project.

Contractor provided sources. Provide an approved source(s) for all materials to be embanked or processed for placement. Department owned or controlled sources will not be allowed for this contract.

Cost. Assume all costs incurred in obtaining approvals for use of source(s)

CONTRACT TIME AND LIQUIDATED DAMAGES

Work will not start earlier than March 16, 2026 or later than April 27, 2026 and must be completed within 16 working days.

Once started, work must continuously progress until completion. Return traffic through the work zone to normal operations during any planned or unplanned work stoppage lasting longer than 3 working days. If Alternate #1 Bid Group is added to the contract, an additional 12 working days will be added for that work. If Alternate #2 Bid Group is added to the contract, an additional 17 working days will be added for that work.

Liquidated Damages

The amount of liquidated damages for failure to complete the work on time will be $3,000 per day.

Liquidated damages provision does not waive the Department's right to seek other remedies for a breach of contract by the awarded Contractor.

CONTRACTOR NOTES

CONSULTANT CONFLICT OF INTEREST

The Consultant and sub-consultants, as the designers of this project, agree that no one in their firms will perform any services for the contractor on the construction of this project.

The following Consultants worked on the design of this project: HMH Engineering.

CSS-1 OR CSS-1h DILUTED EMULSION ASPHALT FOR TACK COAT

CSS-1 OR CSS-1h Diluted Emulsion Asphalt for Tack Coat is incidental to 405-425A, Superpave HMA Pavement Incl Asphalt & Additives CL SP-2 and no separate payment will be made.

EMPLOYMENT AGENCY 01/2023

To find the nearest employment office, visit https://www.labor.idaho.gov/dnn/Local-Office-Directory.

ENVIRONMENTAL REQUIREMENT – POLLINATOR PROTECTION

Implement the following Best Management Practices to support pollinators and pollinator habitat along roadside corridors:

• Protect Existing Habitat: Protect existing stands of native vegetation. Ground disturbing activities will be limited only to those areas deemed necessary for the construction of the project. Disturbing existing areas of native vegetation purely for the convenience of the contractor is prohibited. A 5' area on each side of the pathway through the park has been assumed as being disturbed in order to estimate seeding and sodding quantities needed. Any disturbance outside this area will be the contractor's responsibility to repair and seed/sod at contractor's expense.

• Herbicide Use: Reduce the risk of herbicide exposure to pollinators by:

(1) Eliminating or reducing herbicide exposure to pollinators by first utilizing non-chemical (manual) methods to eliminate noxious and undesirable weeds.

(2) If herbicide use is necessary, spot treat specific weeds with selective herbicides that do not leave residuals in the soil.

(3) Treat weeds before they flower, to avoid spraying when pollinators are present.

(4) Avoid spray application if winds are above 10 mph.

ENVIRONMENTAL REQUIREMENT – (STORM WATER) POLLUTION PREVENTION PLAN LOW EROSIVITY WAIVER

With engineer approval, a Low Erosivity Waiver (LEW) may be obtained for the project, in lieu of construction general permit coverage, if the total project disturbances are less than 5.0 acres and the Environmental Protection Agency calculated rainfall erosivity R factor is less than 5.0. If approved, a pollution prevention plan (PPP) ITD-2788 form will be required. Include all LEW documentation in the PPP and retain on site.

If anticipated construction time is extended and the Rainfall Erosivity R factor will exceed 5.0 the project will no longer be eligible for a LEW. A SWPPP must be submitted for review and certification. When certified a Notice of Intent must be filed and construction general permit coverage obtained no less than 14 days prior to desired permit coverage.

For R value calculations see:

https://lew.epa.gov/

ENVIRONMENTAL REQUIREMENT-MIGRATORY BIRD PROTECTION ACT COMPLIANCE

Work Window Restriction:

No clearing or removal of vegetation and trees is allowed between [April 1st and August 15th] unless work is approved by the Engineer. To request approval, submit a survey that verifies the absence of Migratory Birds. The survey shall be:

a. Completed immediately prior to ground disturbing, bridge removal or tree removal activities.
b. Covers an area or work activity including a 50' buffer.

Initial survey work is incidental to the contract.

GENERAL WAGE DECISION 01/18

Upon written request 10 calendar days before the bid opening date, the Department will provide a missing job classification, wage rate, and fringe benefit rate as outlined on FHWA-1273 IV.1.b to all plan holders as addenda.

IDAHO IMPLEMENTATION OF AASHTO MANUAL FOR ASSESSING SAFETY HARDWARE, 2ND EDITION (2016)

The following safety hardware must meet AASHTO 2016 MASH criteria, ITD's Standard Drawings, and if the hardware is a proprietary product it must be approved on ITD's Qualified Product List (QPL) for new permanent installations and full replacements:

- W-beam
- Cast-in-place concrete barriers
- W-beam tangent terminals and buried-in-backslope terminals
- W-beam flared terminals and terminals installed on a flare
- Crash cushions
- Transitions
- Permanently installed portable barriers
- Bridge rails
- Cable barriers
- Cable barrier terminals

The following safety hardware may be MASH 2009/2016 or NCHRP 350 compliant for new permanent installations and full replacements:

- Double-sided or median terminals
- Sign supports
- All other breakaway hardware

For projects utilizing December 2018 Standard Drawings release or earlier, replace the 612 series sheets with the 612 series from the latest Standard Drawings release.

Temporary work zone devices (including portable barriers, truck- and trailer-mounted attenuators, portable changeable message signs (PCMS), temporary traffic signals, and camera trailers) manufactured after

December 31, 2019, must have been successfully tested to the 2016 edition of MASH. Such devices manufactured on or before this date, and successfully tested to NCHRP Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives.

PAVEMENT SURFACE SMOOTHNESS 04/23

Pavement surface smoothness will be checked using a 10-foot straight edge.

SAWCUTS

All sawcuts are incidental to 405-425A, ½" Superpave HMA CI SP-2, and no separate payment will be made.

SEEDING

Hydroseeding is specified for this project.

SIGN INSTALLATIONS/REINSTALLATIONS

Any brackets or brace angles that may be needed for sign installations or reinstallations are incidental to the signs and will not be paid for separately.

TOPSOIL

Re-use excavated native soil, as approved, as topsoil prior to seed-bed preparation and seeding in accordance with Section 213 – Topsoil. Topsoil is incidental to 621-010A, Seeding, and no separate payment will be made.

To the end of sub-section 270.04 of the QA Manual (2019 and later versions) insert the following:

ON SHEET 81 OF THE 2020 QUALITY ASSURANCE MANUAL, SECTION 270.00 MINIMUM TESTING REQUIREMENTS, SUBSECTION 270.04 – ACCEPTANCE OF SMALL QUANTITIES

Add the following to the end of the subsection:

270.04.01 Acceptance of Small Quantities – Asphalt Mix

General. Contractor will sample loose mix and cores in the presence of the Department. The Department will complete acceptance testing.

A. Plan Quantity Less than 750 tons

For bridge approaches see 270.05.01 *Non-standard Acceptance of Materials - Asphalt Mix*. For other applications use this subsection. Contractor may use a commercial (non-Superpave) mix design. Aggregate shall come from an ITD-approved source. The mix design will be submitted for information only.

1. **Acceptance Criteria**

Acceptance will be based upon visual inspection of materials and installation; The Contractor will document use of sufficient compactive effort and equipment using ITD form 891, *Plant Mix Pavement Test Strip Density Worksheet* and submit to the engineer.

B. Plan Quantities between 750 - 2,250 tons and a *continuous operation*

A. This section applies when the total Plan Quantity is between 750 tons and 2,250 tons, and the placement is anticipated to be a continuous operation. The final determination of this Small Quantity Lot size for testing will be confirmed at the pre-pave meeting based on anticipated field quantities.

B.

1. **Loose Mix Sampling and Testing:**
    - One random (1) loose mix sample is required for approximately each 750 tons of HMA placed within the Small Quantity Lot, with a minimum of one (1) loose mix sample per production day when daily quantities exceed 50 tons.
    - Each loose mix sample will be tested for maximum specific gravity (Gmm).
    - Additional material from each loose mix sample will be split, labeled, and retained by the Department for potential dispute testing.

C.

2. **Core Sampling and Density Acceptance:**
    - Cores will not be sampled within twelve (12) inches of an unconfined longitudinal joint, twenty-four (24) inches of a transverse joint, or forty-eight (48) inches from the edge of bridge decks. If an area of placement does not meet these minimum offset requirements, acceptance for that area will be based upon visual inspection of materials and installation along with the use of sufficient compactive effort and equipment per A.1.
    - A total of five (5) cores will be obtained across the Small Quantity Lot. The Small Quantity Lot, as determined at the pre-pave meeting, will be divided into five (5) approximately equal sublots based on tonnage. One core will be taken from a stratified random location within each sublot.
    - Relative density (percent compaction) will be determined for each core. The Gmm value(s) used for calculating percent compaction will be determined as follows:
        - For cores taken from HMA placed on a given production day, the Gmm used will be the average of all Gmm values determined from loose mix samples taken on that same production day.
        - If only one loose mix sample is taken on a production day, that single Gmm value will be used for cores representing material placed on that day.
    - Acceptance Criteria:
        - A minimum of four (4) of the five (5) cores must achieve a relative density of 92.0% or greater.
        - One (1) core will be permitted to have a relative density between 91.0% (inclusive) and 92.0% (exclusive).
        - Any core with a relative density below 91.0% will be considered failing.

D.

3. **Corrective Action for Failing Density:**

- If any core exhibits a relative density below 91.0%, or if more than one core exhibits a relative density below 92.0%, the sublot(s) represented by the failing core(s) will be deemed unacceptable.
- Unacceptable material shall be removed and replaced at the Contractor's expense with material meeting the specification requirements. The limits of removal and replacement will be determined by the Engineer based on the failing core location(s) and production records.

C. Plan Quantities between 750-2,250 tons per year and specific applications use 270.05.01 Non-standard Acceptance of Materials - Miscellaneous Asphalt Mix

To the end of sub-section 270.05 of the QA Manual (2019 and later versions) insert the following:

ON SHEET 82 OF THE 2020 QUALITY ASSURANCE MANUAL, SECTION 270.00 MINIMUM TESTING REQUIREMENTS, SUBSECTION 270.05 – NON-STANDARD ACCEPTANCE OF MATERIALS

Add the following to the end of the subsection:

270.05.01 Non-standard Acceptance of Materials – Asphalt Mix.

These acceptance criteria are established for plan quantities between 750 – 2,250 tons per year or locations such as bridge approaches, cross-overs, patching within travel lanes, gore areas and shoulders. These criteria may apply to projects with intermittent paving schedules spanning multiple weeks or seasons.

A Department-approved Superpave mix design is required before paving begins. A test strip will not be required.

Tack Coat must be applied. Target guidelines for a 1:1 dilution are as listed below, with the understanding this work may not be conducive to quantifying application rates:

a. 0.18 gallon per square yard on milled surfaces
b. 0.12 gallon per square yard on existing plant mix surfaces and
c. 0.08 gallon per square yard on newly paved surfaces

1. **Acceptance Criteria:**

One (1) stratified random core is required for each:

- Bridge lane-approach (minimum of 1 per bridge quadrant per lift).
  - Contractor may elect to use composite cores for acceptance (minimum of 1 per bridge quadrant). A composite core is a single core with multiple lifts included in the core. If the contractor elects to accept via composite cores, composite cores will not be split into component lifts for evaluation.
- Patch with any dimension exceeding 12.0 ft.
- Day of paving.
- 750 tons placed, when daily tonnages exceed 750 tons.

One (1) maximum random theoretical specific gravity (G_{mm}) sample is required for each:

- Day of paving.
- 750 tons placed, when daily tonnages exceed 750 tons.
- Additional G_{mm} material will be split and retained for dispute testing.

Density (percent compaction) acceptance will be determined from the average of the cores (except for bridge lane approaches) and must meet 92.0%. Density acceptance for bridge lane approaches will be determined from the density of each individual core; each core must meet 92.0%. The average daily maximum specific gravity (G_{mm}) from the loose mix samples will be used to determine percent compaction of cores represented by the same daily tonnages produced. Failing work will be removed and replaced on a quadrant-by-quadrant (singular paving location) basis.

E.

F. Cores will not be sampled within twelve (12) inches of an unconfined longitudinal joint, twenty-four (24) inches of a transverse joint, or forty-eight (48) inches from the edge of bridge decks. If an area of placement does not meet these minimum offset requirements, acceptance for that area will be based upon visual inspection of materials and installation along with the use of sufficient compactive effort and equipment per A.1.

G. Test Result Challenge Resolution

To request a challenge of acceptance test results, provide written notice within 3 business days after receipt of acceptance test results.

Test Results may be challenged on a bridge quadrant-by-quadrant basis, when applicable. Otherwise, a challenge resolution test will be performed by obtaining cores in new, stratified random, sample locations equal to the same number of original acceptance tests. Challenging of individual sublots is not allowed. Splits of the acceptance loose mix samples retained for dispute will be tested for conformance with the appropriate quality characteristics.

The challenge laboratory results are final, and the Engineer will use the challenge laboratory's test results for all quality characteristics for acceptance.

1. If the Department's acceptance test results indicate reject level material, and:

    i. The challenge laboratory test results indicate acceptable material, then the Department will bear the cost of challenge laboratory testing.

    ii. The challenge laboratory test results indicate reject level material, then the costs of challenge laboratory testing will be deducted from any monies due or that may come due the Contractor under the contract at the rate of $500.00 per sample.

ON PAGE 19, SUBSECTION 101.04 - DEFINITIONS

Delete the following under Working Day.:

4. Days during December, January, and February.

ON PAGE 28, SUBSECTION 104.01.B. – CONSTRUCTION PARTNERING

Delete the entire section.

ON PAGE 36, SUBSECTION 105.04 – COORDINATION OF CONTRACT DOCUMENTS 4/24

Delete items 7 through 12 and add the following:

7. Buy America Insert
8. Quality Assurance (QA) Manual Supplementals
9. Standard Supplementals
10. Standard Specifications
11. Standard Drawings
12. QA Manual
13. Electronic Files (if specified as part of the contract)

ON PAGE 37, SUBSECTION 105.07 – UTILITY FACILITIES 11/23

Add the following to the end of the subsection:

The following utility companies have facilities within the project limits:

Centurylink/Lumen – No facility impacts are anticipated.

City of New Plymouth – No facility impacts are anticipated.

Farmers Mutual Telephone Co. – No facility impacts are anticipated.

Idaho Power Company
R. Brack Judy
1221 W. Idaho St.
Boise, ID 83702
Office: (208)388-6047
Cell: (208)861-4715
BJudy2@idahopower.com

Power poles identified in the plans to be relocated will be relocated by Idaho Power during construction at company expense.

ON PAGE 82 of 715, SUBSECTION 107.19 – SURVEY MONUMENT PRESERVATION

Under subsection 107.19.2, add the following after the first full sentence:

Research within the project limits in the MCPD for survey monuments within the work zone to determine the possible existence of survey monuments to preserve and protect or to be reestablished after construction. Document that this research has been completed.

ON PAGE 84 of 715, SUBSECTION 107.19 – SURVEY MONUMENT PRESERVATION

Under subsection 107.19.9.g., add the following at the end of the subsection:

The provisions of Section 107.08 will apply.

ON PAGE 85 of 715, SECTION 107.20 – WEED CONTROL

Add the following:

Inspect fill material and locations before transporting and using on the project. The origin of the material and surrounding soils of the source shall be included in the inspection documentation. The State of Idaho Department of Agriculture Seed Laboratory, Boise, Idaho (208) 332-8630, may test source locations at the request of the Engineer.

ON PAGE 87, SUBSECTION 108.01 - SUBLETTING OF CONTRACT 05/23

Delete the second sentence and substitute the following:

If the Engineer consents to subletting a portion of the work, the Contractor will use its own organization to perform work amounting to at least 30 percent of the original contract amount.

ON PAGE 112, SUBSECTION 109.05 – PARTIAL PAYMENT MOD LHTAC

In the second sentence of the first paragraph delete “at least”

Delete the 3rd sentence in the first paragraph.

ON PAGE 173 of 715, SUBSECTION 213.02 – MATERIALS

Add the following:

Do not place fine grained subsurface soils from unsuitable excavation in infiltration basins, retention/detention basins, or within roadside ditches.

ON PAGE 518 of 715, SUBSECTION 621.01 – DESCRIPTION

Add the following:

Apply seed, including seed bed preparation, fertilizing, seeding, mulch mixtures, mulching, mulch anchoring (mechanical or tackifiers), HECPs, erosion blankets, and watering in the areas as shown in the plans.

Seed all disturbed areas on the project site, including foreslope, backslope, channels, and embankment areas or as directed, except where sod is specified. Complete seeding operations by hydroseeding methods.

ON PAGE 518 of 715, SUBSECTION 621.03.A – GENERAL

Replace the first sentence of the second paragraph with the following:

Perform seeding and placement of soil conditioner, mulch, fertilizers, tackifiers, or other soil amendments between April 1 and June 1 OR September 30 and November 15, or as approved.

Re-seed after March 30th of the following year on seeded areas that did not provide 70% establishment of seeded species during the following spring and when the soil is not frozen.

ON PAGE 518 of 715, SUBSECTION 621.03.B – SEEDBED PREP

Replace fourth paragraph with the following:

Roughen and serrate or cross-rip slopes in a horizontal direction that include topsoil application before placement of the topsoil. After spreading topsoil, cultivate areas to be broadcast seeded or hydroseeded by raking or mechanically roughening the soil at least 2 inches deep and leave in a rough condition similar to that obtained by walking a cleated-crawler tractor up and down the slopes, immediately before applying seed, mulch, or soil amendments.

Add the following after the fifth paragraph:

Have Engineer preapprove all topsoil material within the project area before moving and placing the topsoil in areas to be seeded. Topsoil material must conform to section 107.20 and section 213 prior to placement.

ON PAGE 519 of 715, SUBSECTION 621.03.C – FERTILIZING

Add the following after the fifth paragraph:

Apply approved fertilizer ingredients, soil amendments and organic material as determined from the soil analysis report.

Base adjusted application rates on available nutrients per acre and nutrient content of fertilizer furnished. Submit manufacture's recommended rates for each product prior to application and a copy of the purchase invoices after approval.

ON PAGE 519 of 715, SUBSECTION 621.03.D – SEEDING

Seed mix for hydroseeding disturbed areas including slopes:

<u>Grass & Native Species Mix</u>

- Slender Wheatgrass (ELTR7) 4 lbs
- Sheep Fescue (FEOVO) 4 lbs
- Bluebunch Wheatgrass (PSSPS) 8 lbs
- Indian Ricegrass (ACHY) 8 lbs
- Sand Dropseed (SPCR) 5 lbs
- Western Yarrow (ACMIL) 2 lbs
- Blanketflower (GAAR) 5 lbs
- Hoary Tansyaster (MACA2) 3 lbs
- Globemallow (SPMU2) 5 lbs
- Palmer's Penstemon (PEPA8) 3 lbs

ON PAGE 520 of 715, SUBSECTION 621.03.D.2.B – BROADCAST SEEDING

Replace 2. Broadcast Seeding Section with the following:

Perform hydroseeding in two steps, or as specified:
(1) For step one, apply seed, and any fertilizer or soil amendment specified to be applied with the seed evenly across the project site. The contractor shall incorporate 20-25 percent of the mulch material based on application rate per acre, with the seed, to allow for easy application. Allow the seed to mix into the slurry for at least 12 minutes. If using chemical fertilizer, once the fertilizer has been added in the tank with the seed, the Contractor has 60 minutes to empty the tank. If using organic fertilizer or organic amendment, once the seed has been in contact with the fertilizer, the Contractor has up to 4 hours to empty the tank. Do not excessively mix seed.

(2) Apply the remaining 75-80 percent of the mulch mixture to the entire area. Spray each application from two opposing directions to achieve complete and even coverage of the area to be seeded. Uniformly apply the mulch mixture in a thick, homogenous slurry with equipment capable of pumping the specified mixture at the full mix rate recommended by the mulch manufacturer. All erosion control materials shall be applied at the rate as specified in the contract. If there are no mulch rates specified in the contract, then the Contractor shall use the recommended rates as specified by the manufacturer based on steepness of slope, rise over run (4:1, 3:1, 2:1).

Use appropriate equipment including a tank size with a minimum working capacity of 800 gallons. The equipment must be capable of handling, mixing, and discharging a thick slurry at a minimum of 125 feet from the monitor and spray a minimum of 25 feet from the nozzle at the end of a 200 foot hose to a minimum elevation of 50 vertical feet above the truck. The equipment as designed, must be capable of discharging at a minimum pressure of 125 psi. and 275 gallons per minute (gpm). The equipment must have a paddle-type agitation system extending the full length of the tank with auger shafts supported by bearings mounted to the wall of the tank, on each end of the auger. A jet agitation system will not be allowed.

Do not hydroseed on saturated soils or substrates or if rainy conditions are anticipated to be outside the manufacturer's written application instructions.

ON PAGE 521 of 715, SUBSECTION 621.03.E – MULCH, MULCH ANCHORING

Replace first sentence of first paragraph with the following:

Furnish and apply fertilizers and soil amendments as determined from the soil analysis and provide approved products listed on the QPL List, at manufacturer's recommended rate according to the slope gradient and soil conditions. Submit manufacture's recommended rates for each product prior to application and a copy of the purchase invoices after approval.

ON PAGE 522 of 715, SUBSECTION 621.03.E.3.D – HYDRAULICALLY APPLIED EROSION CONTROL

Add the following to paragraph five (after bullet d):

Do not perform mulching when wind interferes with mulch placement. Ensure material applied to the ground allows for the absorption and percolation of moisture. If rainy conditions are anticipated, do not apply

hydroseeding mixture outside manufacturer's application recommendations. If an unanticipated rainy condition occurs, re-apply the hydroseeding mixture to uncured areas at no additional cost to the Department.

Temporary erosion control BMPs and all non-biodegrable (synthetic) material must be removed at the end of the project and prior to installing revegetation applications. Non-biodegrable (synthetic) material will not be used for permanent revegetation activities or applications.

ON PAGE 597, SUBSECTION 657.02 – MATERIALS

Add the following to part B. Rectangular Rapid Flashing Beacons (RRFB):

JSF Technologies Series AB-9407 Rectangular Rapid Flashing Beacon System is specified for this project.

ON PAGE 598, SUBSECTION 657.04 – METHOD OF MEASUREMENT

Replace with the following:

The Engineer will measure acceptably completed work as follows:

1. Beacons will be per each paired assembly.
2. RRFBs will be per each paired assembly.

ON PAGE 678, SUBSECTION 711.05 SEED

Delete this subsection and substitute the following:

711.05 – Seed. Provide seed with a minimum of three eco-regional native plant species that has been collected or harvested within 2 years of the targeted seeding date. Provide all seed in pure live seed (PLS) unless otherwise directed.
Ensure each bag or container of individual seed species has labeling indicating seed classification (genus and species), lot number, purity, germination, percentage of weeds found, percentage of noxious weeds found, and test date.

For certified or non-certified seed:

1. Noxious weed seeds prohibited.
2. Less than 1 percent by weight weed seeds including restricted noxious weed seed.
3. Less than 3 percent by weight of allowable cheat, chess, or downy brome seed.

To obtain the PLS rating, use this formula:

PLS rating = (purity %) x (germination %)/ 100

To obtain the bulk seed needed:

Bulk pounds of seed needed per acre = (PLS lb/acre required)/ PLS rating

A. Approval. The Engineer will verify that all seed test results are valid and comply with certification tags for each species before approval. Once approved, deliver seed to the project site unopened, in original and individually packaged bags or containers according to species type (i.e. one species per bag or container). If seed is received in opened packages, packages without certification tags, or packages or containers containing multiple species, the seed will not be approved for use.

B. Random Sampling. The Engineer may conduct random onsite sampling to verify species, purity percentage, germination percentage, and restricted and prohibited noxious weed seeds. The Engineer will weigh seed according to size, approximately 125 gram samples of mostly native seed (550 gram samples of grain or similar size seed) from unblended and individually packaged seed containers of each species. Samples will be submitted to the ISDA for analysis and verification. The Engineer will reject seed not meeting specifications. Do not plant until the seed is accepted and the application method is approved. Measure and mix individual unopened seed packages onsite in the Engineer's presence at the specified proportions."

S900-50A CONTINGENCY AMOUNT - MISCELLANEOUS WORK

Description. This item will compensate the Contractor for minor work or material not specified in the project documents that is necessary to the work as directed by the Engineer.

Materials. Provide material as directed by the Engineer and in accordance with the ITD Standard Specifications.

Construction Requirements. Complete construction as directed by the Engineer and in accordance with the ITD Standard Specifications.

Method of Measurement. The Engineer will measure acceptably completed work by the Contingency Amount (CA).

Basis of Payment. The Department will pay for the accepted quantities at the contract unit price as follows:

Pay Item	Pay Unit
Contingency Amount - Miscellaneous Work	CA

S900-50B CONTINGENCY AMOUNT – ADJUST OR RELOCATE SPRINKLER SYSTEM

Description. Adjust or relocate pressurized sprinkler system.

Materials. Reuse or supply similar lines, valves, heads, etc., that are found on the existing sprinkler system. Conduits, wire, junction boxes, valves and heads shall be compatible with the existing system.

Construction Requirements. Adjust or relocate sprinkler system will consist of locating existing sprinkler system, removing existing heads, valves and lines, adjusting the lines, relocating existing heads, valves and lines. If necessary, provide additional materials compatible of equal quality needed to restore the sprinkler system. Adjust sprinkler system to avoid overspray onto sidewalks or roadways. Adjust sprinkler system as directed.

Keep sprinkler systems operational throughout construction. Temporary connections/modifications are required to continue water supply to undisturbed landscaping areas.

Submit as constructed plans detailing the locations of the adjusted sprinkler system including wiring location and control of the sprinkler system.

Method of Measurement. The Engineer will measure acceptably completed work by contingency amount. Acceptable work includes adjusting/relocating the sprinkler system to supply water to undisturbed landscaping areas.

The Engineer will measure acceptably completed work by contingency amount as specified in 109.03.C.5.

Basis of Payment. The Department will pay for accepted quantities at the contract unit price as follows:

Pay Item	Pay Unit
Contingency Amount Adjust or Relocate Sprinkler System	CA

S901-05A SP INFILTRATION SWALE

Description. This work shall consist of all work and materials necessary to construct the infiltration swale, including, but not limited to, excavation, furnishing and installing drain rock, drainage geotextile, and modifications to curb & gutter.

Materials. Materials should meet the requirements of the detail drawing and specifications of:

Coarse Aggregates for Concrete	703
Drainage Geotextile	718

Drain rock shall be clean, angular quarried rock, free of clay coatings, lumps, and soft or flaky particles. The materials shall meet the following gradation:

Screen/Sieve Size	% Passing (By Weight)
3 inch	100
2 ½ inch	80-90
2 inch	30-80
1 ½ inch	15-30
1 inch	0-15

The material shall have a loss of not more than 45% in the Los Angeles Abrasion Test, and shall have a minimum of 90% retained when tested in accordance with Idaho T-116, Disintegration of Quarry Aggregates.

Construction Requirements. This work shall consist of constructing an infiltration swale measuring 10 feet in length, 10 feet in width, and 5 feet in depth, as shown in the plans, detailed drawings, or as directed by the Engineer. Construction activities shall include but are not limited to excavation to the specified dimensions, placement of drainage geotextile on vertical sides only, placement of clean, angular drain rock in accordance with the material specifications, and restoration of any disturbed areas to match adjacent grades and conditions. The Contractor shall ensure proper alignment, elevation and compaction as required to achieve intended infiltration performance.

Method of Measurement. This item will be measured by each installed, complete in place.

Basis of Payment. Payment for accepted work will be made as follows:

Pay Item	Pay Unit
SP Infiltration Swale	EACH

Adjacent Curb & Gutter Type 2 will be paid for under its respective item, with modifications to the curb to create the openings being incidental to S901-05A, SP Infiltration Swale.

S901-05B SP REMOVE AND RESET MAILBOX

Description. Remove and reset mailbox assembly.

Materials. Fabricate the platform, shelf, and brackets in accordance with ASTM A568. Galvanize the supports, platform, shelf, locking wedges, anti-twist plates, bolts, brackets, nuts, screws, washers, and miscellaneous hardware in accordance with ASTM A153 Class C/D or ASTM B695 Class 40.

Provide mailbox support posts that meet 708.16 and 710.02.

Construction Requirements. Remove the existing mailbox assembly, store, and reinstall as indicated on the plans. Verify the number and size of the mailbox, mailbox snow shield, and type of assembly before ordering.

Maintain continuous access to the mailbox and do not interrupt mail service. Coordinate with property owner prior to mailbox removal.

Method of Measurement. The Engineer will measure acceptably completed work per each Mailbox assembly, including hardware and posts, regardless of the type or size.

Basis of Payment. The Department will pay for accepted quantities at the contract unit price as follows:

Pay Item	Pay Unit
SP – Remove and Reset Mailbox	Each

S911-05A SP SEEPAGE BED

Description. This work consists of all labor, work and materials necessary to construct the seepage bed, including, but not limited to, excavation, furnishing and installing drain rock, filter sand, perforated and non-perforated pipe, drainage geotextile, and topsoil.

Materials. Materials should meet the requirements of the detail drawing and specifications of:

Drainage Geotextile	718
Fine and Coarse Aggregates for Concrete	703
Pipe	605
Topsoil	213

Filter sand shall meet the requirements of Section 703 - Fine Aggregates for Concrete.

Drain rock shall be clean, angular quarried rock, free of clay coatings, lumps, and soft or flaky particles. The materials shall meet the following gradation:

Screen/Sieve Size	% Passing (By Weight)
3 inch	100
2 ½ inch	80-90
2 inch	30-80
1 ½ inch	15-30
1 inch	0-15

The material shall have a loss of not more than 45% in the Los Angeles Abrasion Test, and shall have a minimum of 90% retained when tested in accordance with Idaho T-116, Disintegration of Quarry Aggregates.

Construction Requirements. Construct the seepage bed as shown on the plans, detail drawings, or as directed. Construction requirements should be in accordance with the following sections: 605 – Storm Sewers, pipe shall be corrugated high-density polyethelene (HDPE) pipe, ADS N-12 perforated pipe or approved equal. The end of the corrugated pipe shall be capped. Section 640 – Construction Geotextiles.

Method of Measurement. This item will be measured by the linear foot installed complete in place.

Basis of Payment. Payment for accepted work will be made as follows:

Pay Item	Pay Unit
Seepage Bed	FT

Excavation and backfill around the 4 feet of non-perforated portion of 18" pipe as well as the 18" non-perforated pipe is incidental to the Seepage Bed and no separate payment will be made.

S912-05A SP SHARED USE PATH

Description. This work consists of all labor, equipment and materials necessary to construct the Shared Use Path, including but not limited to, clearing and grubbing, grading/excavation, and Hot Mix Asphalt (HMA) for Shared-Use Path in accordance with these specifications and in reasonably close conformity with the lines, grades, thicknesses and typical cross section(s) shown in the plans.

Materials. All aggregate must be obtained from approved Contractor Furnished Sources. Aggregate sources must meet the requirements of Section 703 – Aggregates unless otherwise allowed. Materials must meet the requirements of the following: Granular Subbase - Section 301, Granular Subbase, ¾" Aggregate Type B for Base – Section 303, Aggregate Base, and Asphalt Binder – Section 702, Asphalt. Superpave Mix Designs must meet the applicable requirements of Section 405 – Superpave Hot Mix Asphalt and requires Engineer approval.

½" Superpave HMA Class SP-2 using PG 58-28 binder with a minimum of ½ percent anti-strip additive is specified for this project. The mix design must meet all corresponding Superpave requirements. Volumetric testing will not be required.

¾" Aggregate Type B for Base (untreated) is specified for this project.

Acceptance. HMA for Shared Use Path will be accepted by certification as provided in Subsection 106.04, using form ITD-851. The Contractor's test results must be provided. Compaction of the HMA will be accepted using form ITD-850 documenting the equipment used, mat temperature and roller passes for each location.

Granular Subbase and Aggregate for base will be accepted by certification as provided in Subsection 106.04, using form ITD-851. A ticket must be provided with each load certifying the material properties.

Independent Assurance sampling and testing will not be required.

Construction Requirements. Prior to placement of the HMA, base materials must be compacted to achieve the specified depth. Sawcut existing plantmix to neat lines and treat with tack coat of CSS-1 diluted emulsified asphalt prior to placing the HMA.

Placement operations must comply with the applicable requirements in the Standard Specifications.

An acceptance test strip is not required. Plantmix placement must not begin until authorized.

Compaction consists of a minimum of 5 passes with a self-propelled vibratory steel drum roller or as directed. Unless otherwise specified or as directed by the Engineer, base leveling thickness must be 0.50'. The Engineer will observe the Contractor's compaction operation(s) and document equipment and compaction effort at each location.

Granular Subbase for Shared Use Path must be placed in accordance with the applicable portions of Subsection 301.03.

Base aggregate for Shared Use Path must be placed in accordance with the applicable portions of Subsection 303.03.

Method of Measurement. Shared Use Path will be measured by the square yard, complete and in place.

Basis of Payment. Payment for accepted work will be as follows:

Pay Item	Pay Unit
SP Shared Use Path	SY

The unit bid price must apply regardless of the actual quantity supplied.

Granular Subbase and ¾" Aggregate Type B for Base will be paid for under their respective items.

Minimum Testing Requirements

Key Number	Project Number	Project Name	Work Authority
23908, 23913	A023(908), A023(913)	Horseshoe Park Pathway, PH 3/4	T243260, T243250

Contract Number	Contractor
N/A	

CE&I Project Manger	Resident Engineer

This schedule is provided for Contractor acceptance of materials. The number of samples taken will be determined exclusively by this schedule and will represent the required minimum test requirements for acceptance.

BID #	MATERIAL	PURPOSE OF TESTING	SPEC. REF. / SAMPLED BY	TEST METHOD / TESTED BY	REQUIRED REPORT FORM NO.	MINIMUM FREQUENCY	REMARKERS, NOTES, OR ADDITIONAL INSTRUCTIONS	BID QUANTITY	MINIMUM NO. TESTS/ CERTS REQ.	# COMPLETED/ QUANTITY CERTIFIED	VERIFIED BY (CONSULTANT INITIALS)
BID ITEM NO. & DESCRIPTION: 201-010A-CLEARING & GRUBBING											
201-010A	**CLEARING & GRUBBING**	ACCEPTANCE **Inspection**	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	1 LS	RE LETTER		
BID ITEM NO. & DESCRIPTION: 202-005A-SELECTIVE REMOVAL OF TREES INCLUDING STUMPS											
202-005A	**SELECTIVE REMOVAL OF TREES INCLUDING STUMPS**	ACCEPTANCE **Inspection**	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	1 EACH	RE LETTER		
BID ITEM NO. & DESCRIPTION: 203-006A-REMOVAL OF SIGN											
203-006A	**REMOVAL OF SIGN**	ACCEPTANCE **Inspection**	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	13 EACH	RE LETTER		

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BID ITEM NO. & DESCRIPTION: 203-015A-REMOVAL OF BITUMINOUS SURF.											
203-015A	**REMOVAL OF BITUMINOUS SURF.**	ACCEPTANCE **Inspection**	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	2563.4 SY	1		
BID ITEM NO. & DESCRIPTION: 203-060A-REMOVAL OF CONCRETE SDWLK.											
203-060A	**REMOVAL OF CONCRETE SDWLK.**	ACCEPTANCE **Inspection**	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	384.4 SY	RE LETTER		
BID ITEM NO. & DESCRIPTION: 203-065A-REMOVAL OF CURB											
203-065A	**REMOVAL OF CURB**	ACCEPTANCE **Inspection**	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	197.2 FT	RE LETTER		
BID ITEM NO. & DESCRIPTION: 203-070A-REMOVAL OF CURB & GUTTER											
203-070A	**REMOVAL OF CURB & GUTTER**	ACCEPTANCE **Inspection**	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	198.8 FT	RE LETTER		
BID ITEM NO. & DESCRIPTION: 205-005A-EXCAVATION											
205-005A	**EXCAVATION**	ACCEPTANCE **In-Place Density** (1)	205.03-F ITD Project Personnel	FOP for AASHTO T 99 FOP for AASHTO T 180 FOP for AASHTO T 272 Idaho IT-74 FOP for AASHTO T 310 Method B ITD Project Personnel	ITD-850	Each 2,500 CY or 4,000 tons but not less than 1 test per lift for each bottom 3 and each top 3 lifts and 1 test every 2,500 CY or 4,000 tons in between	Document compaction effort (equipment, number of passes etc.) for lifts not tested. After remedial efforts, obtain check tests within 10 feet and at same depth as original test. See QA Manual Section 215.00	916 CY	VARIES		
		(1) Document that the material is too granular to test on the ITD-850 by completing gradation, compaction effort (including equipment and roller passes), and SE (for granular borrow and if more than 5% passing the #200 sieve) at the same frequency as the required density acceptance. Note: Median areas and on slopes (approximate 2H:1V) that are outside the roadway prism where Class D compaction is required, fill out ITD-850 listing at least one coverage using Engineer approved track-type or rubber tired-earth moving equipment.									

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BID ITEM NO. & DESCRIPTION: 205-060A-WATER FOR DUST ABATEMENT											
205-060A	**WATER FOR DUST ABATEMENT**	ACCEPTANCE **Inspection**	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	35 MG	RE LETTER		
BID ITEM NO. & DESCRIPTION: 212-011A-FIBER WATTLE											
212-011A	**FIBER WATTLE**	ACCEPTANCE **Inspection**	711.2 Manufacturer	 Manufacturer	ITD-851	Total Quantity Paid	Certified noxious weed-free grain straw	120 FT	RE LETTER		
BID ITEM NO. & DESCRIPTION: 212-060A-STABILIZED CONSTR. ENTRANCE											
212-060A	**STABILIZED CONSTR. ENTRANCE**	ACCEPTANCE **Inspection**	212.03-B No sample required	 No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	12 EACH	RE LETTER		
		ACCEPTANCE **(Erosion Control Geotextile Certification)**	212.03-B Manufacturer	 Manufacturer	ITD-849	Total Quantity Paid	See QA Manual Section 230.09		CERT		
BID ITEM NO. & DESCRIPTION: 215-095A-INLET PROTECTION											
215-095A	**INLET PROTECTION**	ACCEPTANCE **Inspection**	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	1 EACH	RE LETTER		
BID ITEM NO. & DESCRIPTION: 212-105A-WATER AND POLLUTION											
212-105A	**WATER AND POLLUTION**	ACCEPTANCE Certification and/or Inspection	See QA Manual section 270.10 for SS section 212	See QA Manual section 270.10 for SS section 212	ITD-849, ITD-851, or ITD-854	Total Quantity Paid	See QA Manual section 270.10 for SS section 212	5000 CA	CERT		

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BID ITEM NO. & DESCRIPTION: 301-005A-GRANULAR SUBBASE											
301-005A	GRANULAR SUBBASE	Aggregate ACCEPTANCE **Gradation (1) Sand Equivalent**	301.02 703.11 QASP SA	FOP for AASHTO R 90 FOP for AASHTO R 76 FOP for AASHTO T 27 FOP for AASHTO T 255 FOP for AASHTO T 265 FOP for AASHTO T 176 Alt. Method 2, Mechanical	ITD-901	Each 5,000 Tons OR 3,000 CY	Acceptance from windrow or roadway. Wash Method not required. Moisture percent required for payment only.	1370 TON	1		
			ITD Project Personnel	ITD Project Personnel							
		(1) The test sample mass for sieve analysis will be determined using the nominal maximum size of the tested material according to FOP for AASHTO T27, except the maximum test sample mass, after reduction, will not be greater than 65 lb.									
		Compacted Roadway ACCEPTANCE **In-Place Density**	301.02	FOP for Idaho IT-74 FOP for AASHTO T180 FOP for AASHTO T310 Method B	ITD-850	Each 5,000 Tons	Contractor is responsible to provide FOP for Idaho IT 74 density curve.		1		
			ITD Project Personnel	ITD Project Personnel							
		Recycled Asphalt Pavement (RAP) ACCEPTANCE **Gradation**	301.02	Visual Inspection	ITD-854	Each 5,000 Tons	Required only if RAP used inplace of Granular Subbase.		VARIES		
			ITD Project Personnel	ITD Project Personnel							
		Recycled Asphalt Pavement (RAP) ACCEPTANCE **In-Place Density**	301.03	FOP for AASHTO T310 Method B modified	ITD-854	Each 7,200 SY but not less than 1 test each lift	Required only if RAP used inplace of Granular Subbase.		VARIES		
			ITD Project Personnel	ITD Project Personnel							

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BID ITEM NO. & DESCRIPTION: 303-022A-¾" AGGREGATE TYPE B FOR BASE											
303-022A	**¾" AGGREGATE TYPE B FOR BASE**	Aggregate ACCEPTANCE **Gradation Sand Equivalent Fracture Count**	303.02 703.04	FOP for AASHTO R 90 FOP for AASHTO R 76 FOP for AASHTO T 27 FOP for AASHTO T 11 FOP for AASHTO T 255 FOP for AASHTO T 265 FOP for AASHTO T 176 Alt.Method 2,Mechanical FOP for AASHTO T 335 Method 1	ITD-901	Each 700 CY OR 1,000 Tons	Acceptance from windrow or roadway. Moisture percent required for payment only. (Pass/Fail, no statistical analysis)	1165 TON	1		
			ITD Project Personnel	ITD Project Personnel							
		Compacted Roadway ACCEPTANCE **In-Place Density**	303.02	FOP for AASHTO T 310 Method B	ITD-850	Each 1,000 Tons	Contractor is responsible for providing an FOP for Idaho T 74 Density Curve		1		
			ITD Project Personnel	ITD Project Personnel							
BID ITEM NO. & DESCRIPTION: 405-240A-MISCELLANEOUS PAVEMENT											
405-240A	**MISCELLANEOUS PAVEMENT**	ACCEPTANCE Certification	405.03		ITD-851	Total Quantity Paid	ITD Project Inspector documents visual inspection.	1122 SY	CERT		
			Manufacturer	Manufacturer							
BID ITEM NO. & DESCRIPTION: 405-245A-APPROACH (PAVED)											
405-245A	**APPROACH (PAVED)**	ACCEPTANCE **Inspection**	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	1 EACH	RE LETTER		
		Material will be accepted by item 405-425A.									

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BID ITEM NO. & DESCRIPTION: 405-425A-SUPERPAVE HMA PAVEMENT INCL ASPHALT & ADDITIVES CLASS SP-2											
405-425A	**SUPERPAVE HMA PAVEMENT INCL ASPHALT & ADDITIVES CLASS SP-2**	Mix Design Review by HMH	405.02		See Section 260.01			360 TON	1		
			Contractor	Contractor							
		ACCEPTANCE **PG Binder** Certification	702.01 702.05		ITD-966 OR Manufacturer Certification	Initial Lot/ Each New Lot to Project	See QA Manual 230.10		CERT		
			Manufacturer	Manufacturer	Loading Certificate	Each Shipment to Project					
		Small Qty Acceptance **Density** (Cores)	405.03.R	FOP for AASHTO T166 Method A or AASHTO T331	ITD-892	5 Random Cores	See section 405.03.R of the 2024 SP 405 HMA 11/29/23 for Small Qty Acceptance Requirements when plan qty is less than 1 test. Random core locations determined by Engineer/Inspector		5		
			ITD Project Personel	ITD Project Personel							
		Small Qty Acceptance **Loose Mix**	QA 270.04		ITD-777 (RICE Only)	Total Qty Paid	3 Loose Mix Samples to determine average RICE value.		3		
			ITD Project Personel	ITD Project Personel							

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BID ITEM NO. & DESCRIPTION: 605-025A-12" STORM SEWER PIPE											
605-025A	**12" STORM SEWER PIPE**	ACCEPTANCE **ABS or PVC or PE Pipe** Certification	706.13 706.14 706.15 706.16 706.17	ASTM D2680 AASHTO M 278 ASTM F794 AASHTO M 294 ASTM F894	ITD-851 ITD-915	Total Quantity Paid	See QA Manual Section 230.06	6 FT	CERT		
			Manufacturer	Manufacturer							
		ACCEPTANCE **Compacting Backfill (Pipe Backfill)** In-Place Density (1)	210.03	FOP for AASHTO T 99 FOP for AASHTO T 180 FOP for AASHTO T 272 Idaho IT-74 FOP for AASHTO T 310 Method B	ITD-850	Each 200 LF of pipe installed, but no less than1 test per pipe installed.	A pipe is considered the total continuous length as shown on the project pipe summary sheet.		1		
			ITD Project Personnel	ITD Project Personnel							
		(1)Document that the material is too granular to test on the ITD-850 by completing gradation, compaction effort (including equipment and roller passes), and SE (for granular borrow and if more than 5% passing the #200 sieve) at the same frequency as the required density acceptance. Note: Median areas and on slopes (approximate 2H:1V) that are outside the roadway prism where Class D compaction is required, fill out ITD-850 listing at least one coverage using Engineer approved track-type or rubber-tired earth moving equipment.									

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BID ITEM NO. & DESCRIPTION: 605-470A-SEDIMENT & OIL TRAP MANHOLE											
605-470A	**SEDIMENT & OIL TRAP MANHOLE**	ACCEPTANCE **Manhole Covers and Rings, Grates** Certification	708.22	AASHTO M 105	ITD-851 ITD-914 with mill test reports attached for steel/iron	Total Quantity Paid	See QA Manual Section 230.01 and Section 230.03	1 EACH	CERT		
			Manufacturer	Manufacturer							
		ACCEPTANCE **Catch Basins, Inlets & Manholes (Pre-cast)** Certification	609 Standard Drawings 605		ITD-875 ITD-914 with mill test reports attached for steel/iron	Total Quantity Paid	See QA Manual Section 230.01, Section 230.03 and Section 230.06		CERT		
			Manufacturer	Manufacturer							
		ACCEPTANCE **Catch Basins, Inlets & Manholes (Cast in-Place)** Certification	609 Standard Drawings 605		ITD-875 with QC test reports attached ITD-914 With mill test results attached for steel/iron	Total Quantity Paid	See QA Manual Section 230.01, Section 230.03 and Section 230.06 Concrete Supplier's certification Note locations on ITD-875		CERT		
			Manufacturer	Manufacturer							
		ACCEPTANCE **Compacting Backfill (Structure Backfill)** In-Place Density (1)	210.03	FOP for AASHTO T 99 FOP for AASHTO T 180 FOP for AASHTO T 272 Idaho IT-74 FOP for AASHTO T 310 Method B	ITD-850	Each 2,500 CY or 4,000 tons for each structure component.	Document compaction effort for each lift. After remedial efforts, obtain check tests within 10 feet and at same depth as original test. See QA Manual Section 215.00		1		
			ITD Project Personnel	ITD Project Personnel							
		(1)Document that the material is too granular to test on the ITD-850 by completing gradation, compaction effort (including equipment and roller passes), and SE (for granular borrow and if more than 5% passing the #200 sieve) at the same frequency as the required density acceptance. Note: Median areas and on slopes (approximate 2H:1V) that are outside the roadway prism where Class D compaction is required, fill out ITD-850 listing at least one coverage using Engineer approved track-type or rubber-tired earth moving equipment.									

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BID ITEM NO. & DESCRIPTION: 605-505A-CATCH BASIN TYPE 1A											
605-505A	**CATCH BASIN TYPE 1A**	ACCEPTANCE **Manhole Covers and Rings, Grates** Certification	708.22 Manufacturer	AASHTO M 105 Manufacturer	ITD-851 ITD-914 with mill test reports attached for steel/iron	Total Quantity Paid	See QA Manual Section 230.01 and Section 230.03	1 EACH	CERT		
		ACCEPTANCE **Catch Basins, Inlets & Manholes (Pre-cast)** Certification	609 Standard Drawings 605 Manufacturer	 Manufacturer	ITD-875 ITD-914 with mill test reports attached for steel/iron	Total Quantity Paid	See QA Manual Section 230.01, Section 230.03 and Section 230.06		CERT		
		ACCEPTANCE **Catch Basins, Inlets & Manholes (Cast in-Place)** Certification	609 Standard Drawings 605 Manufacturer	 Manufacturer	ITD-875 with QC test reports attached ITD-914 With mill test results attached for steel/iron	Total Quantity Paid	See QA Manual Section 230.01, Section 230.03 and Section 230.06 Concrete Supplier's certification Note locations on ITD-875		CERT		
		ACCEPTANCE **Compacting Backfill (Structure Backfill)** In-Place Density (1)	2021 SS 210.03 ITD Project Personnel	FOP for AASHTO T 99 FOP for AASHTO T 180 FOP for AASHTO T 272 Idaho IT-74 FOP for AASHTO T 310 Method B ITD Project Personnel	ITD-850	Each 2,500 CY or 4,000 tons for each structure component.	Document compaction effort for each lift. After remedial efforts, obtain check tests within 10 feet and at same depth as original test. See QA Manual Section 215.00		VARIES		
		(1)Document that the material is too granular to test on the ITD-850 by completing gradation, compaction effort (including equipment and roller passes), and SE (for granular borrow and if more than 5% passing the #200 sieve) at the same frequency as the required density acceptance. Note: Median areas and on slopes (approximate 2H:1V) that are outside the roadway prism where Class D compaction is required, fill out ITD-850 listing at least one coverage using Engineer approved track-type or rubber-tired earth moving equipment.									

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BID ITEM NO. & DESCRIPTION: 605-640A-ADJUST VALVE COVERS											
605-640A	**ADJUST VALVE COVERS**	ACCEPTANCE **Inspection**	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	3 EACH	RE LETTER		
BID ITEM NO. & DESCRIPTION: 614-015A-SIDEWALK											
614-015A	**SIDEWALK**	**Concrete** ACCEPTANCE Certification	509		ITD-875 with QC test results attached*	Total Quantity Paid	See QA Manual Section 230.06 Concrete Supplier's certification Note locations on ITD-875.	532.2 SY	CERT		
			Concrete Supplier	Concrete Supplier							
		Agg. Base Compaction ACCEPTANCE Inspection	614.03			Total Quantity Paid	Minimum 2 passes of lightweight mech. Tamper, roller, or vibratory system.		Visual		
			ITD Project Personnel	No Testing Required							
		Subgrade Compaction ACCEPTANCE In-Place Density	614.02	FOP for AASHTO T 99 FOP for AASHTO T 310 Method B	ITD-850	1 per Project			1		
			ITD Project Personnel	ITD Project Personnel							
		* When total is less than 50CY, QC tests can be from previous batches in the 30 days prior to the first placement.									

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BID ITEM NO. & DESCRIPTION: 614-020A-DRIVEWAY											
614-020A	DRIVEWAY	**Concrete** ACCEPTANCE Certification	509		ITD-875 with QC test results attached*	Total Quantity Paid	See QA Manual Section 230.06 Concrete Supplier's certification Note locations on ITD-875.	230.9 SY	CERT		
			Concrete Supplier	Concrete Supplier							
		Agg. Base Compaction ACCEPTANCE Inspection	614.03			Total Quantity Paid	Minimum 2 passes of lightweight mech. Tamper, roller, or vibratory system.		Visual		
			ITD Project Personnel	No Testing Required							
		Subgrade Compaction ACCEPTANCE In-Place Density	614.02	FOP for AASHTO T 99 FOP for AASHTO T 310 Method B	ITD-850	1 per Project			1		
			ITD Project Personnel	ITD Project Personnel							
		* When total is less than 50CY, QC tests can be from previous batches in the 30 days prior to the first placement.									

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BID ITEM NO. & DESCRIPTION: 614-025A-CURB RAMP											
614-025A	**CURB RAMP**	**Concrete** ACCEPTANCE Certification	509		ITD-875 with QC test results attached*	Total Quantity Paid	See QA Manual Section 230.06 Concrete Supplier's certification Note locations on ITD-875.	282.7 SY	CERT		
			Concrete Supplier	Concrete Supplier							
		Agg. Base Compaction ACCEPTANCE Inspection	614.03			Total Quantity Paid	Minimum 2 passes of lightweight mech. Tamper, roller, or vibratory system.		Visual		
			ITD Project Personnel	No Testing Required							
		Subgrade Compaction ACCEPTANCE In-Place Density	614.02	FOP for AASHTO T 99 FOP for AASHTO T 310 Method B	ITD-850	1 per Project			1		
			ITD Project Personnel	ITD Project Personnel							
		* When total is less than 50CY, QC tests can be from previous batches in the 30 days prior to the first placement.									
BID ITEM NO. & DESCRIPTION: 615-330A-GUTTER											
615-330A	**GUTTER**	ACCEPTANCE **Class 30 Concrete (cast-in-place, precast, extruded)** Certification	509		ITD-875 with QC test results attached*	Total Quantity Paid	See QA Manual Section 230.06 Concrete Supplier's certification Note locations on ITD-875.	50 FT	CERT		
			Concrete Supplier	Concrete Supplier							
		*When total is less than 50CY, QC tests can be from previous batches in the 30 days prior to the first placement.									

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BID ITEM NO. & DESCRIPTION: 615-492A-CURB & GUTTER TYPE 2											
615-492A	**CURB & GUTTER TYPE 2**	ACCEPTANCE **Class 30 Concrete (cast-in-place, precast, extruded)** Certification	509		ITD-875 with QC test results attached*	Total Quantity Paid	See QA Manual Section 230.06 Concrete Supplier's certification Note locations on ITD-875.	2417.12 FT	CERT		
			Concrete Supplier	Concrete Supplier							
		*When total is less than 50CY, QC tests can be from previous batches in the 30 days prior to the first placement.									
BID ITEM NO. & DESCRIPTION: 616-010A-SIGN TYPE B-1											
616-010A	**SIGN TYPE B-1**	ACCEPTANCE Certification	Sheet/Extruded Aluminum* 708.27 708.26		ITD-851 ITD-915	Total Quantity Paid	See QA Manual Section 230.01	68 SF	CERT		
			Manufacturer	Manufacturer							
		ACCEPTANCE Certification	Hardware for signs* 708.18		ITD-851or ITD-914 With no mill test reports for steel/iron	Total Quantity Paid	See QA Manual Section 230.01 and Section 230.03		CERT		
			Manufacturer	Manufacturer							
		ACCEPTANCE Certification	Reflective Sheeting* 712.02		ITD-851	Total Quantity Paid	See QA Manual Section 230.01		CERT		
			Manufacturer	Manufacturer							
		* All materials for signs and sign supports require certification for acceptance. Acceptance of all components on one ITD-851 certification form is acceptable as long as the components are listed on the ITD-851.									

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BID ITEM NO. & DESCRIPTION: 616-040K-STEEL SIGN POST TYPE E-2											
616-040K	**STEEL SIGN POST TYPE E-2**	ACCEPTANCE Certification	708.17-A Manufacturer	Manufacturer	ITD-914 with mill test reports attached for steel/iron	Total Quantity Paid	See QA Manual Section 230.01 and Section 230.03	107.5 FT	CERT		
BID ITEM NO. & DESCRIPTION: 616-080A-REINSTALL SIGN FACE											
616-080A	**REINSTALL SIGN FACE**	ACCEPTANCE Inspection	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid		13 EACH	RE LETTER		
BID ITEM NO. & DESCRIPTION: 616-085A-REINSTALL SIGN POST											
616-085A	**REINSTALL SIGN POST**	ACCEPTANCE **Concrete Specified strength of 3,000 psi or less** Certification	509.01-B Concrete Supplier	Concrete Supplier	ITD-875 with QC test results attached	Total Quantity Paid	See QA Manual Section 230.06 Concrete Supplier's certification Note locations on ITD-875	11 EACH	CERT		
BID ITEM NO. & DESCRIPTION: 621-005A-SEED BED PREPARATION											
621-005A	**SEED BED PREPARATION**	ACCEPTANCE **Inspection**	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	0.951 ACRE	RE LETTER		

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BID ITEM NO. & DESCRIPTION: 621-010A-SEEDING											
621-010A	**SEEDING**	ACCEPTANCE **Certification**	711.05	AOSCA	ITD-851* with Laboratory Analysis Report Attached	Total Quantity Paid	See QA Manual Section 230.12Note: State furnished seed is accepted to use on projects but MUST be sampled and tested. Unless it meets all the parameters in QA Manual 230.12.	0.896 ACRE	CERT		
			Licensed Supplier / Manufacturer	Licensed Supplier / Manufacturer							
		Verification **Laboratory Test**	711.05	Purity and Viability, (Germination & Tetrazolium (TZ)) (Boise) ISDA Seed Laboratory	ISDA Test Results	1 for each individually packaged seed containers from each species	Include completed ITD-1044 to test lab with seed sample. Send copy of ITD-1044 to HQ Highway Operations, Attention: Roadside Program Administrator *ITD 851 for Contractor supplied seed and not needed for State furnished seed.		1 Test per Seed Species		
			ITD Project Inspector	(Boise) ISDA Seed Laboratory	ITD-851	Total Quantity Paid					
BID ITEM NO. & DESCRIPTION: 621-015A-MULCHING											
621-015A	**MULCHING**	ACCEPTANCE **Certification**	711.10	AOSCA	ITD-851* with Laboratory Analysis Report Attached QPL	Total Quantity Paid	Mulch must be listed on ITD QPL	0.896 ACRE	CERT and QPL		
			Licensed Supplier / Manufacturer	Licensed Supplier / Manufacturer							

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BID ITEM NO. & DESCRIPTION: 621-035A-FERTILIZING											
621-035A	**FERTILIZING**	ACCEPTANCE **Certification**	711.07 Licensed Supplier / Manufacturer	AOSCA Licensed Supplier / Manufacturer	ITD-851* with Laboratory Soil Analysis Report Attached QPL List	Total Quantity Paid	Must be listed on ITD QPL Soil Analysis to be performed prior to Fertilizing to determine necessary amendments	0.896 ACRE	CERT and QPL		
BID ITEM NO. & DESCRIPTION: 626-010A-TEMPORARY TRAFFIC CONTROL SIGNS											
626-010A	**TEMPORARY TRAFFIC CONTROL SIGNS**	ACCEPTANCE **Inspection**	Reflectivity 712.02 	 No Testing Required	ITD-854 QPL	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	476 SF	RE LETTER / QPL		
BID ITEM NO. & DESCRIPTION: 626-040A-BARRICADE TYPE 3											
626-040A	**BARRICADE TYPE 3**	ACCEPTANCE **Inspection**	Reflectivity 712.02 	 No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	13 EACH	RE LETTER / QPL		
		Items used or permanently added to the project, must have certifications (ITD 851) from the Manufacturer meeting MASH or NCHRP-350 requirements.									
BID ITEM NO. & DESCRIPTION: 626-050A-DRUMS											
626-050A	**DRUMS**	ACCEPTANCE **Inspection**	Reflectivity 712.02 	 No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	45 EACH	RE LETTER / QPL		
		Items used or permanently added to the project, must have certifications (ITD 851) from the Manufacturer meeting MASH or NCHRP-350 requirements.									

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BID ITEM NO. & DESCRIPTION: 626-100A-MISCELLANEOUS TEMPORARY TRAFFIC CONTROL ITEMS											
626-100A	**MISCELLANEOUS TEMPORARY TRAFFIC CONTROL ITEMS**	ACCEPTANCE **Inspection**	Reflectivity 712.02		ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	5000 CA	RE LETTER		
				No Testing Required							
		Items used or permanently added to the project, must have certifications (ITD 851) from the Manufacturer meeting MASH or NCHRP-350 requirements.									
BID ITEM NO. & DESCRIPTION: 626-105A-TEMPORARY TRAFFIC CONTROL MAINTENANCE											
626-105A	**TEMPORARY TRAFFIC CONTROL MAINTENANCE**	ACCEPTANCE **Inspection**	No Testing Required	No Testing Required	ITD-854 ITD-631/ Payment	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	40 HR	RE LETTER		
BID ITEM NO. & DESCRIPTION: 626-135A-WEIGHTED BASE TUBULAR MARKERS											
626-135A	**WEIGHTED BASE TUBULAR MARKERS**	ACCEPTANCE **Inspection**	Reflectivity 712.02	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	25 EACH	RE LETTER		
BID ITEM NO. & DESCRIPTION: 630-010A-TRANSVERSE, WORD, SYMBOL AND ARROW PVMT MKGS – PREFORMED THERMOPLASTIC											
630-010A	**TRANSVERSE, WORD, SYMBOL AND ARROW PVMT MKGS – PREFORMED THERMOPLASTIC**	ACCEPTANCE **Certification**			ITD-851 ITD-915	Total Quantity Paid	See QA Manual Section 230.01	504 SF	CERT		
			Manufacturer	Manufacturer							

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BID ITEM NO. & DESCRIPTION: 634-005A-MAILBOX											
634-005A	**MAILBOX**	SUPPORT ACCEPTANCE CERTIFICATION	708.16 710.02		ITD-915 & ITD-851 or ITD-914 with test reports attached for steel/iron	Total Quantity Paid	See QA Manual Section 230.01 and Section 230.03	2 EACH	CERT		
			Manufacturer	Manufacturer							
		MAILBOX ACCEPTANCE Inspection or Certification for steel/Iron	634.02		ITD-854 or ITD-914 with test reports attached for steel/iron	Total Quantity Paid	RE Letter-See QA Manual Section 250.00 See QA Manual Section 230.01 and Section 230.03		RE LETTER/CERT		
				No Testing Required							
BID ITEM NO. & DESCRIPTION: 651-010A-LAWN CONSTRUCTION (SODDED)											
651-010A	**LAWN CONSTRUCTION (SODDED)**	SOD ACCEPTANCE Certification	651.02-A		ITD-851	Total Quantity Paid		2397 SF	CERT		
			Manufacturer	Manufacturer							

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BID ITEM NO. & DESCRIPTION: 657-020A-RRFB, SOLAR POWERED											
657-020A	**RRFB, SOLAR POWERED**	Concrete Ready-Mix Plant Inspection	ITD Project Personnel	ITD Project Personnel	ITD-893	1 per project	Inspection of plant is valid for 1 year.	1 EACH	1		
		MIX DESIGN **REVIEW BY HMH**	502.01 502.03-A		ITD-916	See Section 260.03.			1/Mix		
			Contractor	Contractor							
		MIX DESIGN ACCEPTANCE **(Admixtures) Approved List**	709.02 709.03 709.04 709.05	ASTM C494 AASHTO M 154	Qualified Products List				QPL		
			Manufacturer	Manufacturer							
		MIX DESIGN ACCEPTANCE **(Water from other than a municipal drinking supply) Certification**	720.01	ASTM C1602	Submit independent test results with mix design information	1 per project	Water from any municipal drinking supply does not require testing.		1		
			Contractor	Independent Lab							

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657-020A	**RRFB, SOLAR POWERED**	FINE AGGREGATE ACCEPTANCE **Gradation, SE**	409.02 703.02	FOP for AASHTO T 90 FOP for AASHTO R 76 FOP for AASHTO T 27 FOP for AASHTO T 11 FOP for AASHTO T 176 Alt. Method 2 Mechanical	ITD-901 OR ITD-1043	Each 500 CY of concrete placed	Frequency applies to multiple concrete items from same concrete plant per project.	1 EACH	1		
			ITD Project Personnel	ITD Project Personnel							
		COARSE AGGREGATE ACCEPTANCE **Gradation**	409.02 703.03	FOP for AASHTO T 90 FOP for AASHTO R 76 FOP for AASHTO T 27	ITD-901 OR ITD-1043	Each 500 CY of concrete placed	Frequency applies to multiple concrete items from same concrete plant per project. Wash method not required.		1		
			ITD Project Personnel	ITD Project Personnel							
		CEMENT ACCEPTANCE **Certification**	701.01	AASHTO M 85 or AASHTO M 240 Total Alkali	ITD-968 with bill of lading attached	Each week concrete is placed representing the amount of cement used	See QA Manual Section 230.02		CERT		
			Manufacturer	Manufacturer							
		CEMENT VERIFICATION **Lab Tests (1)**	701.01	AASHTO M 85 or AASHTO M 240	ITD-1044 (Sample Data) ITD-1825 (Lab Report)	Each 1,000 CY of concrete placed and for each mill analysis number (2)	The frequency applies to multiple concrete items from the same concrete plant per project. Price adjustment for failing cement.		1		
			ITD Project Personnel	ITD Central Lab							
		SCM ACCEPTANCE **Certification**	714		ITD-968 with bill of lading attached	Each week concrete is placed representing the amount of SCM used	See QA Manual Section 230.02		CERT		
			Manufacturer	Manufacturer							

DRAFT

657-020A	**RRFB, SOLAR POWERED**	SCM VERIFICATION **Lab Tests**	714 ITD Project Personnel	 ITD Central Lab	ITD-1044 (Sample Data) ITD-1826 (Lab Report)	Each 4,000 CY of concrete placed and for each sample ident number (2)	The frequency applies to multiple concrete items from the same concrete plant per project.	1 EACH	1		
		Curing Compound ACCEPTANCE **CERTIFICATION (1A)**	 Manufacturer	 Manufacturer	ITD-851	Total Quantity Paid	See QA Manual Section 230.01		CERT		
		(1) No samples for laboratory tests when total quantity of concrete for project is less than 40 cubic yards. (1A) Acceptance by manufacturer's certification when total project quantity is less than 55 gallons. (2) When the project quantity is 40 CY or more but less than the minimum sample frequency, the cement or SCM sample may represent multiple projects provided the material is from the same mill analysis or sample ident number, manufacturer, and concrete plant. The sample test report and a file memo must be included in each project file and on each Materials Summary Report. (1B) Include acceptance certification documents with ITD-1044 and sample. (ITD-968 and bill of lading)								
		Concrete Production (1B) FIELD ACCEPTANCE **Slump, Air, Temp, Density, Cem Factor, W/C Ratio**	502.02 ITD Project Personnel	FOP for WAQTC TM 2 FOP for AASHTO T 119 FOP for AASHTO T 121 FOP for AASHTO T 309 FOP for AASHTO T 152 ITD Project Personnel	ITD-70	First load, then randomly each 50 CY until quantity exceeds 100 CY. Thereafter, randomly every 100 CY but not less than one per day. **(2)**	When there is a failing test, obtain check tests immediately and continue checking each load until 2 consecutive tests are passing. Computerized batch ticket accompanies each load to project.		1		
		Concrete Production (1B) ACCEPTANCE **Compressive Strength**	502.02 ITD Project Personnel	AASHTO T 22 FOP for AASHTO T 23 AASHTO T 358 ITD Project Personnel	ITD-1044 (Sample Data) ITD-845 (Lab Report)	1 set of three 28-day cylinders and 1 set of two 7-day cylinders each 100 CY but not less than 1 per day. **(2)**	A single sample of concrete must be of sufficient size for the cylinders and air, slump, unit weight tests.		1		

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657-020A	**RRFB, SOLAR POWERED**	(1B) When concrete is delivered by means of a concrete pump, obtain samples from the back of the concrete mixer truck before pumping. (2) For some applications involving multiple small placements not on the same day, the minimum one test per day is not required. Examples where this applies are non-structural items such as median barriers, small bases for signs or poles. Examples of items where this does not apply are sign or pole bases larger than 4 CY bridge footings, columns, pier caps or bridge parapet.						1 EACH			
		Reinforcing Steel ACCEPTANCE **Certification**	503.02 708.02 Manufacturer	AASHTO M 31 Manufacturer	ITD-914 W/mill test reports attached for steel/iron	Total Quantity Paid	See QA Manual Section 230.01 and Section 230.03		CERT		
		Reinforcing Steel VERIFICATION **Laboratory Tests (3)**	503.02 ITD Project Personnel	 ITD Central Lab	ITD-1044(3A) (Sample Data) ITD-1810 (ITD 812 Lab Report)	Field sample every size and heat number from deliveries to project	FedEx or overnight samples. Reject failing heat numbers. See QA Manual Section 230.03.02		VARIES		
		(3) Samples not required when used with concrete of specified strength of (3,000 psi) or less. Form ITD-914 is required. (3A) Including acceptance certification documents with ITD-1044 and sample (ITD-914 and mill test reports).									
		Beacons ACCEPTANCE **Certification**	657.02 (A) Manufacturer	 Manufacturer	ITD-851 & ITD-915	Total Quantity Paid	See QA Manual Section 230.01 and Section 230.03		CERT		
		Poles ACCEPTANCE **Certification**	708.17 Manufacturer	 Manufacturer	ITD-914 with mill test reports attached for steel/iron ITD-915 if Aluminum	Total Quantity Paid	See QA Manual Section 230.01 and Section 230.03		CERT		
BID ITEM NO. & DESCRIPTION: 675-005A-SURVEY												
675-005A	**SURVEY**	ACCEPTANCE Inspection	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid		1 LS	RE LETTER		
BID ITEM NO. & DESCRIPTION: 675-010A-DIRECTED SURVEYING												
675-010A	**DIRECTED SURVEYING**	ACCEPTANCE Inspection	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid		20000 CA	RE LETTER		

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BID ITEM NO. & DESCRIPTION: 677-005A-RECORD DRAWINGS											
677-005A	**RECORD DRAWINGS**	ACCEPTANCE Inspection	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid		1 LS	RE LETTER		
BID ITEM NO. & DESCRIPTION: S900-50A-CONTINGENCY AMOUNT – MISCELLANEOUS WORK											
S900-50A	**CONTINGENCY AMOUNT – MISCELLANEOUS WORK**	ACCEPTANCE Inspection	No Testing Required	No Testing Required	ITD-854 or as directed by the QA Manual	Total Quantity Paid		5000 CA	RE LETTER		
BID ITEM NO. & DESCRIPTION: S900-50B-CONTINGENCY AMOUNT – ADJUST OR RELOCATE SPRINKLER SYSTEM											
S900-50B	**CONTINGENCY AMOUNT – ADJUST OR RELOCATE SPRINKLER SYSTEM**	ACCEPTANCE Inspection	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid		10000 CA	RE LETTER		
BID ITEM NO. & DESCRIPTION: S901-05A-SP INFILTRATION SWALE											
S901-05A	**SP INFILTRATION SWALE**	COARSE AGGREGATE ACCEPTANCE **Gradation**	S901-05A 703.03	FOP for AASHTO T 90 FOP for AASHTO R 76 FOP for AASHTO T 27	ITD-901	1 Per Project	The material shall have a loss of not more than 45% in the Los Angeles Abrasion Test, and shall have a minimum of 90% retained when tested in accordance with Idaho T-116, Disintegration of Quarry Aggregates.	3 EACH	1		
			ITD Project Personnel	ITD Project Personnel							
		Installation ACCEPTANCE Inspection	S901-05A	No Testing Required	ITD-854	Total Quantity Paid			RE LETTER		
BID ITEM NO. & DESCRIPTION: S901-05B-SP REMOVE & RESET MAILBOX											
S901-05B	**SP REMOVE & RESET MAILBOX**	SUPPORT ACCEPTANCE CERTIFICATION	708.16 710.02		ITD-851/ITD-915 or ITD-914 with test reports attached for steel/iron	Total Quantity Paid	See QA Manual Section 230.01 and Section 230.03	1 EACH	CERT		
			Manufacturer	Manufacturer							
		MAILBOX ACCEPTANCE Inspection or Certification for steel/Iron	634.02		ITD-854 or ITD-914 with test reports attached for steel/iron	Total Quantity Paid	RE Letter-See QA Manual Section 250.00 See QA Manual Section 230.01 and Section 230.03		RE LETTER/CERT		
				No Testing Required							

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BID ITEM NO. & DESCRIPTION: S911-05A-SP SEEPAGE BED											
S911-05A	SP SEEPAGE BED	FINE AGGREGATE ACCEPTANCE **Gradation, SE**	S911-05A 703.02	FOP for AASHTO T 90 FOP for AASHTO R 76 FOP for AASHTO T 27 FOP for AASHTO T 11 FOP for AASHTO T 176 Alt. Method 2 Mechanical	ITD-901	1 Per Project		70 FT	1		
			ITD Project Personnel	ITD Project Personnel							
		COARSE AGGREGATE ACCEPTANCE **Gradation**	S911-05A 703.03	FOP for AASHTO T 90 FOP for AASHTO R 76 FOP for AASHTO T 27	ITD-901	1 Per Project	The material shall have a loss of not more than 45% in the Los Angeles Abrasion Test, and shall have a minimum of 90% retained when tested in accordance with Idaho T-116, Disintegration of Quarry Aggregates.		1		
			ITD Project Personnel	ITD Project Personnel							
		Drainage Geotextile ACCEPTANCE **Certification**	S911-05A 718.05	ASTM D4632 ASTM D6241 ASTM D4751 ASTM D4491 ASTM D4533	ITD-849 with QC test results attached ITD-915	Total Quantity Paid	See QA Manual Section 230.09		CERT		
			Manufacturer	Manufacturer							
		VERIFICATION **Laboratory Tests (5)**	S911-05A 718.05	ASTM D4632 ASTM D6241 ASTM D4533	ITD-1044(5A) (Sample Data) ITD-1047 (Lab reports)	1 sample per lot (5B)	See QA Manual Section 230.09 Samples will not be tested for ASTM D4632 and D4533 unless requested.		1 PER LOT		
			ITD Project Personnel	ITD Central Lab							
		(5) No Samples required for quantities less than 1000 square yards. (5A) Include acceptance certification documents with ITD-1044 and sample. (5B) A lot is defined as geotextile or geogrid rolls within the same consignment or shipment that a manufacturer produced with the same product name or designation (Section 718.03 Samples of ITD Standard Specifications)									

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S911-05A	**SP SEEPAGE BED**	Pipe ACCEPTANCE **Certification**	S911-05A 605	ASTM D2680 AASHTO M 278 ASTM F794 AASHTO M 294 ASTM F894	ITD-851 ITD-915	Total Quantity Paid	See QA Manual Section 230.06 Pipe shall be corrugated high-density polyethelene (HDPE) pipe, ADS N-12 perforated pipe or approved equal.	70 FT	CERT		
			Manufacturer	Manufacturer							
		ACCEPTANCE Compacting Backfill (Pipe Backfill) **In-Place Density (1)**	210.03	FOP for AASHTO T 99 FOP for AASHTO T 180 FOP for AASHTO T 272 Idaho IT-74 FOP for AASHTO T 310 Method B	ITD-850	Each 200 LF of pipe installed, but no less than1 test per pipe installed.	A pipe is considered the total continuous length as shown on the project pipe summary sheet.		VARIES		
			ITD Project Personnel	ITD Project Personnel							
		(1)Document that the material is too granular to test on the ITD-850 by completing gradation, compaction effort (including equipment and roller passes), and SE (for granular borrow and if more than 5% passing the #200 sieve) at the same frequency as the required density acceptance. Note: Median areas and on slopes (approximate 2H:1V) that are outside the roadway prism where Class D compaction is required, fill out ITD-850 listing at least one coverage using Engineer approved track-type or rubber-tired earth moving equipment.									
		Topsoil ACCEPTANCE **Certification**	S911-05A 213.02	Accredited Laboratory 213.03	Lab Test Form	1 Composite Sample per Project (213.03)			1		
			Supplier	Supplier							
		ACCEPTANCE **Inspection**	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00		RE LETTER		

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BID ITEM NO. & DESCRIPTION: S912-05A-SP SHARED USE PATH											
S912-05A	**SP SHARED USE PATH**	Aggregate ACCEPTANCE CERTIFICATION*	S912-05A 703 301 or 303 Contractor	Contractor	ITD-851 with QC report attached	Total Quantity Paid	Aggregate sources must meet the requirements of Section 703 – Aggregates unless otherwise allowed. Materials must meet the requirements of the following: Granular Subbase - Section 301, Granular Subbase, ¾" Aggregate Type B for Base – Section 303, Aggregate Base	4275.2 SY	CERT		
		HMA SP-2 ACCEPTANCE Certification	S912-05A Supplier	Supplier	ITD-851 with test results attached	Total Quantity Paid	See QA Manual Section 230.01 and Section 230.03		CERT		
		HMA SP-2 ACCEPTANCE Inspection	S912-05A ITD Project Personnel	Visual Inspection ITD Project Personnel	ITD-850	1 Per Day	Compaction of the HMA will be accepted using form ITD-850 documenting the equipment used, mat temperature and roller passes for each location. Compaction consists of a minimum of 5 passes with vibratory compaction equipment or as directed.		VARIES		
		*A ticket must be provided with each load certifying the material properties									
BID ITEM NO. & DESCRIPTION: Z629-05A-MOBILIZATION											
Z629-05A	**MOBILIZATION**	ACCEPTANCE Inspection	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid		1 LS	RE LETTER		

DRAFT

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	SURVEY CONRTOL
3	PROJECT CLEARANCE SUMMARY
4	TYPICAL SECTIONS
5-6	ROADWAY SUMMARY
7	STORM SEWER PIPE SUMMARY
8	LEGEND
9-13	PLAN AND PROFILE - ALTERNATE #2
14-16	PLAN AND PROFILE - ALTERNATE #1
17-19	PLAN AND PROFILE - BASE BID
20-30	POLLUTION PREVENTION PLAN (PPP)
31	DRAINAGE DETAILS
32	SIGN SUMMARY
33-35	TRAFFIC CONTROL PLAN

IDAHO TRANSPORTATION DEPARTMENT

PLAN AND PROFILE OF PROPOSED

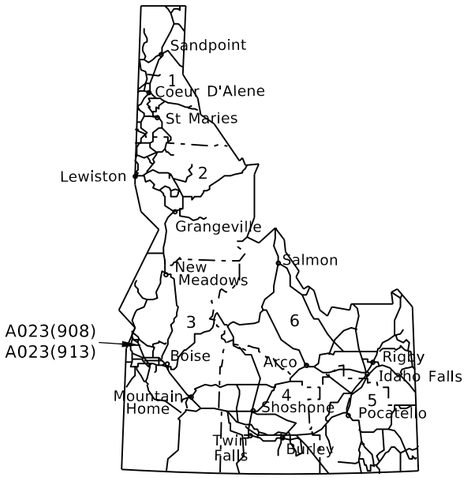
HORSESHOE PARK PATHWAY, PH 3/4

FEDERAL AID PROJECT NO. A023(908), A023(913)

KEY NO. 23908, 23913

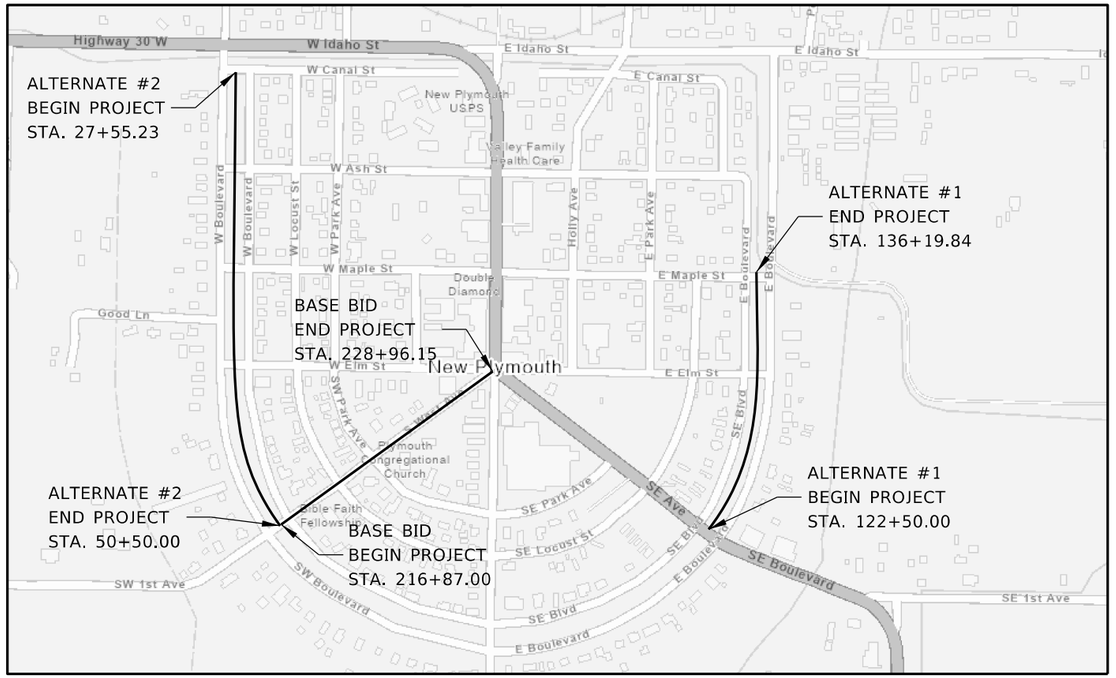
PAYETTE COUNTY

AUGUST, 2025



SCALES IN FEET

	20	0	20	40	
HORIZONTAL					FEET
VERTICAL					FEET
	5	0	5	10	



VICINITY MAP SCALE

300	0	300	600

FEET

REVISIONS			
NO.	DATE	BY	DESCRIPTION

THE DIMENSIONS SHOWN ON THE PLANS SHALL BE ATTAINED WITHIN LIMITS OF PRECISION THAT GOOD CONSTRUCTION PRACTICES WILL PERMIT

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME
23908_TITLE_001.DGN

DRAWING DATE:
27-AUG-2025

IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

HMH engineering

PROJECT NO.

A023(908)
A023(913)

TITLE SHEET

NEW PLYMOUTH
HORSESHOE PARK PATHWAY,
PH 3/4
PAYETTE CO

ENGLISH

COUNTY PAYETTE

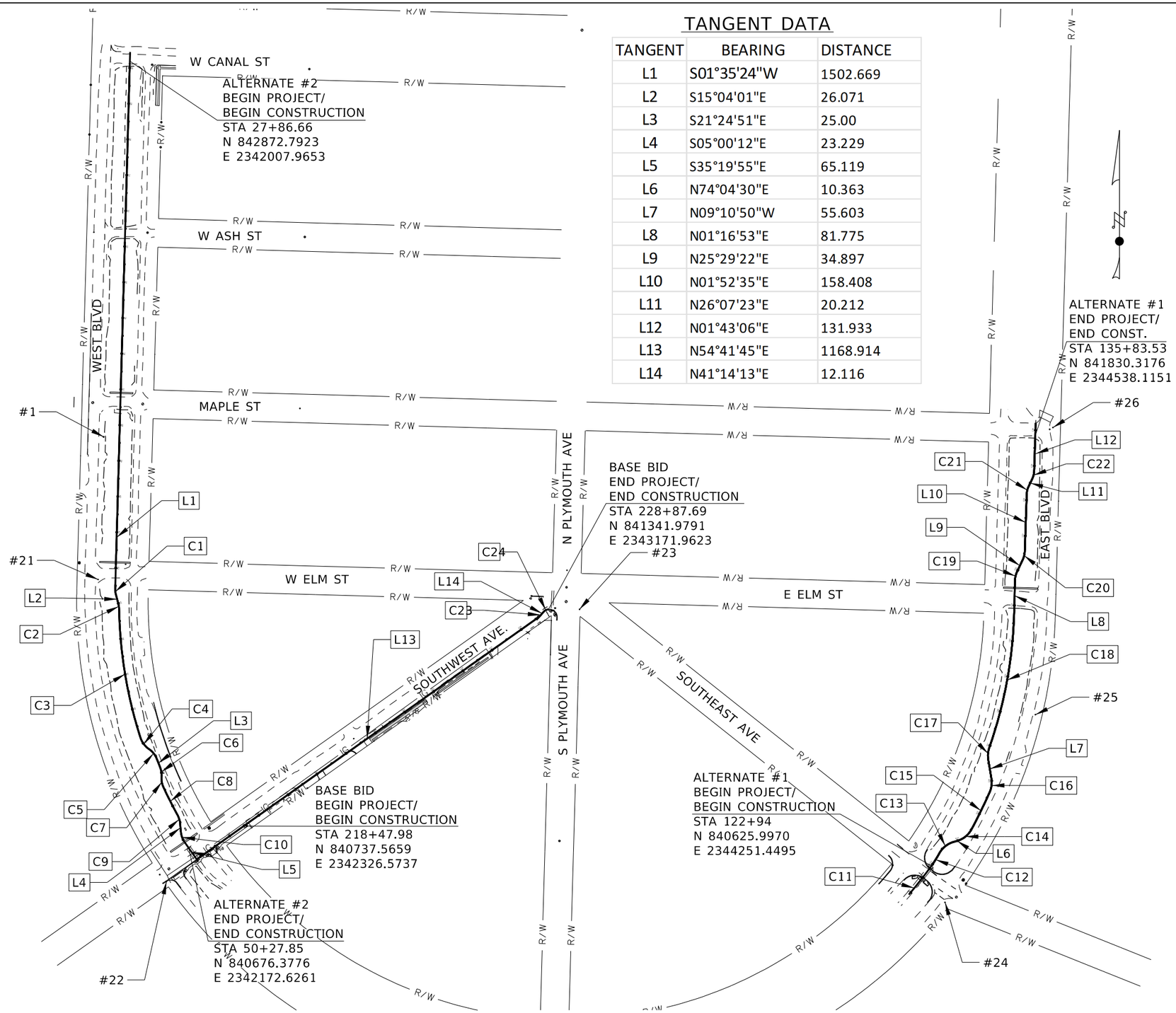
KEY NUMBER 23908
23913

SHEET 1 OF 35

Approved for Advertising

10/14/2025

Date Approved



TANGENT DATA

TANGENT	BEARING	DISTANCE
L1	S01°35'24"W	1502.669
L2	S15°04'01"E	26.071
L3	S21°24'51"E	25.00
L4	S05°00'12"E	23.229
L5	S35°19'55"E	65.119
L6	N74°04'30"E	10.363
L7	N09°10'50"W	55.603
L8	N01°16'53"E	81.775
L9	N25°29'22"E	34.897
L10	N01°52'35"E	158.408
L11	N26°07'23"E	20.212
L12	N01°43'06"E	131.933
L13	N54°41'45"E	1168.914
L14	N41°14'13"E	12.116

POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	841826.898	2341934.658	2259.537	HMH CONTROL
21	841427.692	2341919.287	2262.132	MAGNIAL&WASHER HMH CONTROL
22	840582.624	2342110.719	2266.87	MAGNIAL HMH CONTROL
23	841344.229	2343266.918	2259.891	MAGNIAL HMH CONTROL
24	840523.944	2344289.514	2262.553	HMH CONTROL
25	841049.427	2344542.698	2259.153	HMH CONTROL
26	841853.132	2344591.665	2255.206	HMH CONTROL

CURVE DATA

	PI	Δ	T	L	R	N	E
C1	42+66.67	16°38'08" LT	8.77'	17.42'	60.00'	841393.5488'	2341966.9086'
C2	43+08.78	14°02'45" RT	7.39'	14.71'	60.00'	841352.7658'	2341977.8875'
C3	45+00.99	16°48'48" LT	184.90'	367.13'	1251.11	841160.5097'	2341981.3141'
C4	47+03.92	38°02'28" LT	20.68'	39.84'	60.00'	840964.8097'	2342044.2757'
C5	47+41.68	34°27'41" RT	18.61'	36.09'	60.00'	840942.7698'	2342076.8042'
C6	47+97.80	25°37'04" RT	13.64'	26.83'	60.00'	840889.4723'	2342097.7063'
C7	48+26.52	29°01'46" LT	15.53'	30.4	60.00'	840860.3761'	2342095.5645'
C8	48+85.18	04°00'35" LT	43.80'	87.56'	1251.11'	840806.5284'	2342120.4751'
C9	49+41.60	23°49'56" RT	12.66'	24.96'	60.00'	840757.0702'	2342147.7052'
C10	49+93.39	30°19'42" LT	16.26'	31.76	60.00'	840705.1169'	2342152.2536'
C11	122+42.89	04°40'51" LT	51.17'	102.29'	1252.02'	840584.5240'	2344221.4737'
C12	123+14.97	07°09'56" LT	20.97'	41.89'	334.93'	840642.9930'	2344263.7338'
C13	123+63.48	45°22'55" RT	27.60'	52.28'	66.00'	840685.5960'	2344287.0516'
C14	124+26.32	45°40'08" LT	27.79'	52.61'	66.00'	840703.6363'	2344350.2773'
C15	125+09.76	04°51'04" LT	58.62'	117.18'	1384.00'	840779.6460'	2344391.3862'
C16	125+87.40	32°44'08" LT	19.09'	37.14	65.00'	840850.8852'	2344422.4435'
C17	126+77.56	28°30'25" RT	16.51'	32.34'	65.00'	840940.9225'	2344407.8921'
C18	128+91.62	18°02'42" LT	198.23'	393.18'	1248.40'	841143.5641'	2344478.9611'
C19	131+82.50	24°12'29" RT	14.15'	27.89	66.00'	841437.6506'	2344485.5392'
C20	132+44.92	23°36'47" LT	13.80'	27.20'	66.00'	841494.3803'	2344512.5851'
C21	134+28.33	24°14'50" RT	11.60'	22.85'	54.00'	841678.0858'	2344518.6038'
C22	134+74.07	24°24'17" LT	14.27'	28.11'	66.00'	841719.4623'	2344538.8948'
C23	228+61.81	13°27'32" LT	5.90'	11.75'	50.00'	841323.4802'	2343153.9584'
C24	228+88.32	40°39'21" RT	8.55'	16.38'	23.08'	841343.4573'	2343171.4697'

THE BASIS OF BEARINGS AND COORDINATES SHOWN FOR THIS SURVEY WERE ESTABLISHED BY GPS OBSERVATIONS, REFERENCED TO THE NAD 83 DATUM (2011), EPOCH 2010, AND PROJECTED TO THE IDAHO STATE PLANE COORDINATE SYSTEM WEST ZONE 1103 (U.S. SURVEY FOOT).
ALL COORDINATES AND DISTANCES HAVE BEEN CONVERTED FROM GRID TO GROUND, SCALED FROM 0,0 WITH A COMBINED ADJUSTMENT FACTOR OF 1.000080476 AND A CONVERGENCE ANGLE OF -0°44'46.4".

ELEVATIONS ARE BASED UPON NAVD 88, GEOID 18 VERIFIED BY NGS OPUS SOLUTIONS.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	C. BARROW
DESIGN CHECKED	H. NELSON
DETAILED	G. FALLAR
DRAWING CHECKED	C. BARROW

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME 23908_SURV_001.dgn

DRAWING DATE: 27-AUG-2025

IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

HMH engineering

PROJECT NO.
A023(908)
A023(913)

SURVEY CONTROL
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO

ENGLISH

COUNTY PAYETTE

KEY NUMBER 23908 23913

SHEET 2 OF 35

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW

CLEARANCES

	+ CLEARED UNDER PROJECT NO.	+ APPROVAL DATE
PROJECT STANDARDS	A023(908), A023(913)	4/4/22
CHARTER APPROVAL ☐ AASHTO ☐ 3R ☐ 1R ■ STATE	N/A	N/A
☐ PP ☐ OTHER	N/A	N/A
DESIGN EXCEPTIONS:	N/A	N/A
PUBLIC HEARING WAIVER	A023(908), A023(913)	4/22/25
PUBLIC HEARING DATE (Latest hearing date held or scheduled for opportunity)	N/A	N/A
DESIGN APPROVAL	A023(908), A023(913)	4/22/25
RECLAMATION PLAN APPROVAL NO(S)	N/A	N/A
AIRPORT	N/A	N/A
Land Survey Monument Search and Documentation (I.C.55-1613)	A023(908), A023(913)	6/19/24
R/W CERTIFICATE: Issued by ■ HQ ☐ DISTRICT	A023(908), A023(913)	7/20/25
TRIBAL LANDS: ☐ AGREEMENT REQUIRED ☐ SPECIAL PROVISIONS FOR CONTRACT PROPOSAL	N/A	N/A
BRIDGE PS & E	N/A	N/A
ENVIRONMENTAL DECISION: TYPE ■ CAT-EX ☐ FONSI ☐ ROD	A023(908), A023(913)	4/22/25
ENVIRONMENTAL RE-EVALUATION	N/A	N/A

PERMITS

			+ EXPIRATION DATE
IDAHO DEPARTMENT OF WATER RESOURCES PERMIT NO(S)	N/A	N/A	
US ARMY CORPS OF ENGINEERS 404 PERMIT NO(S)	N/A	N/A	
OTHER	N/A	N/A	

DEQ SECTION 401 WATER QUALITY CERTIFICATION ■ YES ☐ NO

NPDES GENERAL PERMIT/SWPPP REQUIRED ■ YES ☐ NO

POLLUTION PREVENTION PLAN REQUIRED ☐ YES ■ NO

AGREEMENTS (List Appropriate Name)

LOCAL: CITY			
COUNTY			
HIGHWAY DISTRICT			
ROAD CLOSURE AND MAINTENANCE			
STATE/LOCAL CONSTRUCTION CITY OF NEW PLYMOUTH	A023(908), A023(913)	++	6/30/23

IRRIGATION DISTRICT(S): Crossing Agreement Required ☐ YES ☐ NO
(Signatures Required on either Structure Drawing or Bridge Sheet)

UTILITIES: List all Utilities shown on plans	RETAIN & PROTECT	+ APPROVAL DATES: UTILITY HEARING WAIVER	+ APPROVAL DATES: AGREEMENT	+ AGREEMENT NO.
Co. CENTURYLINK/LUMEN	■	N/A	N/A	N/A
Co. IDAHO POWER	☐	05/13/25	N/A	N/A
Co. CITY OF NEW PLYMOUTH	■	N/A	N/A	N/A
Co. FARMERS MUTUAL TELEPHONE CO.	■	N/A	N/A	N/A
Co.	☐	N/A	N/A	N/A
Co.	☐			
Co.	☐			

RAILROAD List all Railroads encroached upon	+ AGREEMENT FOR	+ AGREEMENT: EFFECTIVE DATE	+ AGREEMENT: NO.
Co.			
Co.			

ESTIMATING BASIS

CLASS A COMPACTION IS SPECIFIED UNLESS OTHERWISE NOTED IN PLANS.

PAVING:

½" SUPERPAVE HMA CL SP-2 USING BINDER PG 58-28 @ 6.5% BY WEIGHT OF MIX WITH 0.5% ANTISTRIP BY WEIGHT OF ASPHALT (ESTIMATED).

TACK:

CSS-1 OR CSS-1h DILUTED EMULSION ASPHALT FOR TACK COAT @ 0.12 GAL/SY, INCIDENTAL TO ½" SUPERPAVE HMA CL SP-2.

AGGREGATE:

½" SUPERPAVE HMA CL SP-2 @ 145 PCF FOR INCLUDING ASPHALT ADDITIVES (ESTIMATED).

3/4" AGGREGATE TYPE B FOR BASE INCLUDING 7% MOISTURE @ 142 PCF (ESTIMATED).

GRANULAR SUBBASE INCLUDING 7% MOISTURE @ 140 PCF (ESTIMATED).

+ ENTER "N/A" WHEN NOT APPLICABLE

++ LPA PROJECTS - DATE ENTERED BY ROADWAY DESIGN WHEN PROJECT SENT TO PS&E.

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW
DETAILED G. FALLAR
DRAWING CHECKED C. BARROW
CADD FILE NAME 23908 PCS 001.DGN

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
DRAWING DATE: 27-AUG-2025

IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity
HMH engineering

PROJECT NO.
A023(908)
A023(913)

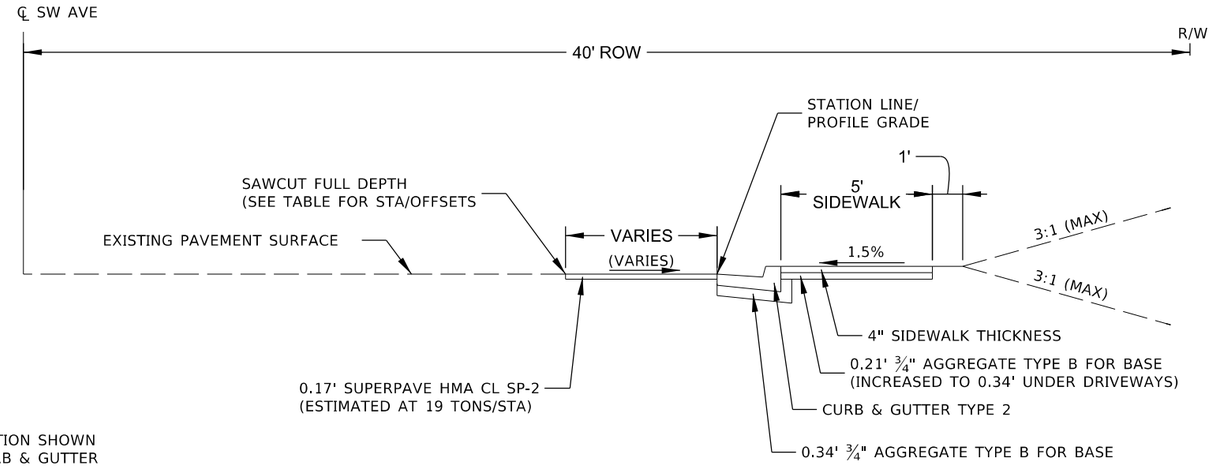
PROJECT CLEARANCE SUMMARY
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO

ENGLISH
COUNTY PAYETTE
KEY NUMBER 23908 23913
SHEET 3 OF 35

TYPICAL SECTIONS
N.T.S.

SAWCUT LOCATIONS:

STATION	OFFSET
218+48	12' LT
225+50	12' LT
226+00	23' LT
228+55.91	23' LT
228+86.74	18.3' LT

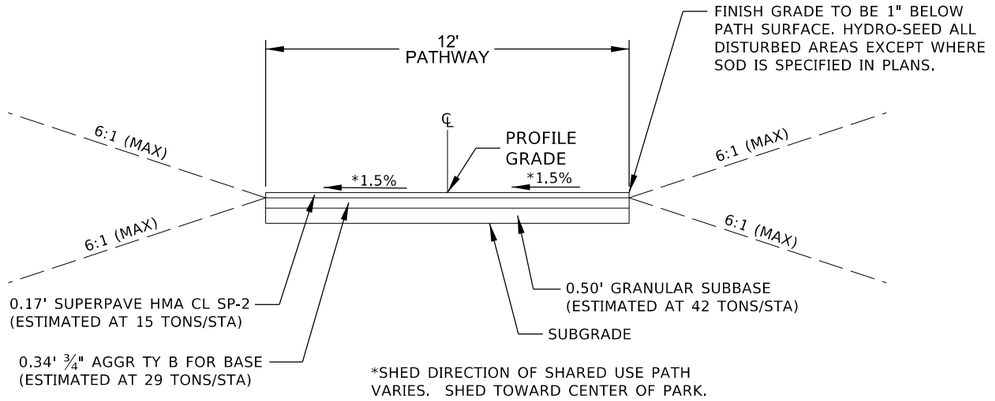


NOTE:

USE ROADWAY PAVING SECTION SHOWN FOR ALL AREAS WHERE CURB & GUTTER INSTALLATION WITH MISCELLANEOUS PAVEMENT IS SPECIFIED.

BASE BID
TYPICAL ROAD SECTION
SW AVE.

218+48 TO STA. 228+87.69



*SHED DIRECTION OF SHARED USE PATH VARIES. SHED TOWARD CENTER OF PARK.

TYPICAL SHARED USE PATH SECTION

ALTERNATE #2
HORSESHOE PARK WEST PATH

STA. 28+00.97 TO 32+31.89
STA. 32+86.89 TO 37+11.87
STA. 37+66.83 TO 41+91.97
STA. 42+46.93 TO 50+07.89

ALTERNATE #1
HORSESHOE PARK EAST PATH

STA. 122+94 TO 130+88.27
STA. 131+51.77 TO 135+71.42

REVISIONS			
NO.	DATE	BY	DESCRIPTION

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DESIGN CHECKED	H. NELSON
DETAILED	G. FALLAR
DRAWING CHECKED	C. BARROW

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 23908_TYPI_001.dgn

DRAWING DATE: 27-AUG-2025

IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

HMH engineering

PROJECT NO.	TYPICAL SECTION
A023(908) A023(913)	NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4 PAYETTE CO

ENGLISH

COUNTY: PAYETTE

KEY NUMBER: 23908, 23913

SHEET 4 OF 35

PROFESSIONAL ENGINEER
LICENSED
19002
08/27/2025
STATE OF IDAHO
COREY BARROW

SHEET NUMBER				9 20	10 21	11 22	12 23	13 24	14 25	15 26	16 27	17 28	18 29	19 30	
STATION - STATION				27+86.55- 32+06.00	32+06.00- 36+88.00	36+88.00- 41+66.00	41+66.00- 46+70.00	46+70.00- 50+29.14	122+42.81- 127+74.00	127+74.00- 132+54.00	132+54.00- 136+00.00	218+48.00- 221+67.00	221+67.00- 226+47.00	226+47.00- 228+87.69	
ITEM NO.	ITEM	UNIT	TOTAL	ALTERNATE #2 - WEST PATH					ALTERNATE #1 - EAST PATH			BASE BID - SW AVE			
201-010A	CLEARING & GRUBBING	LS	1												
202-005A	REMOVAL OF TREE	EACH	1									1			
203-006A	REMOVAL OF SIGN	EACH	13		2	2	2	2		2		1	2		
203-015A	REMOVAL OF BITUMINOUS SURFACE	SY	2563.40	76.0	126.5	134.1	151.1	47.7		101.2	80.0	425.3	808.5	613.0	
203-060A	REMOVAL OF CONCRETE SIDEWALK	SY	384.40			27.90	37.50	39.10		41.50		5.70	219.10	13.60	
203-065A	REMOVAL OF CURB	FT	197.20	5.00									192.20		
203-070A	REMOVAL OF CURB & GUTTER	FT	198.80									96.20	65.40	37.20	
205-005A	EXCAVATION	CY	916	450					150			316			
205-060A	WATER FOR DUST ABATEMENT	MG	35												
212-011A	FIBER WATTLE	FT	120.00		40.00	40.00	40.00								
212-060A	STABILIZED CONSTRUCTION ENTRANCE	EACH	12	1	2	2	2	1	1	2	1				
212-095A	INLET PROTECTION	EACH	1											1	
212-105A	WATER AND POLLUTION	CA	5000												
301-005A	GRANULAR SUBBASE	TON	1370	860					510						
303-022A	3/4" AGGREGATE TYPE B FOR BASE	TON	1165	650					380			135			
405-240A	MISCELLANEOUS PAVEMENT	SY	1122	76	215	209	234	126		180	82				
405-245A	APPROACH - PAVED	EACH	1										1		
405-425A	SUPERPAVE HMA PAVEMENT INCL ASPHALT & ADDITIVES CL SP-2	TON	360	100					40			220			
605-025A	12" STORM SEWER PIPE	FT	6											6	
605-470A	SEDIMENT & OIL TRAP MANHOLE	EACH	1											1	
605-505A	CATCH BASIN TYPE 1A	EACH	1											1	
605-640A	ADJUST VALVE COVERS	EACH	3				1					1		1	
614-015A	SIDEWALK	SY	532.20	16.30		18.50	16.70	39.60		11.90		101.70	212.80	114.70	
614-020A	DRIVEWAY	SY	230.90									143.70	35.50	51.70	
614-025A	CURB RAMP	SY	282.70	35.10	34.60	44.80	42.60	27.10		44.40	17.30		36.80		
615-330A	GUTTER	FT	50.00										50		
615-492A	CURB & GUTTER TYPE 2	FT	2417.12	115.0	264.0	230.0	268.0	124.0		257.0	128.0	319.0	462.9	249.2	
616-010A	SIGN TYPE B-1	SF	68.00	51.00					17.00						
616-040K	STEEL SIGN POST TYPE E-2	FT	107.50	75.00					21.50			11.00			
616-080A	REINSTALL SIGN FACE	EACH	13	8					2			3			
616-085A	REINSTALL SIGN POST	EACH	11	7					2			2			
621-005A	SEED BED PREPARATION	ACRE	0.951	0.106	0.124	0.120	0.121	0.082	0.108	0.118	0.086	0.022	0.041	0.023	
621-010A	SEEDING	ACRE	0.896	0.106	0.124	0.120	0.121	0.082	0.108	0.118	0.086	0.012		0.019	
621-015A	MULCHING	ACRE	0.896	0.106	0.124	0.120	0.121	0.082	0.108	0.118	0.086	0.012		0.019	
621-035A	FERTILIZER	ACRE	0.896	0.106	0.124	0.120	0.121	0.082	0.108	0.118	0.086	0.012		0.019	
626-010A	TEMPORARY TRAFFIC CONTROL SIGNS TYPE B	SF	476.00	108.00					108.00			260.00			
626-040A	BARRICADE TY 3	EACH	13	2					2			9			
626-050A	DRUMS	EACH	45	20					20			5			
626-100A	MISCELLANEOUS TRAFFIC CONTROL ITEMS	CA	5000												
626-105A	TRAFFIC CONTROL MAINTENANCE	HOUR	40	20					10			10			
626-135A	WEIGHTED BASE TUBULAR MARKERS	EACH	25									25			
630-010A	TRANSVERSE WORD, SYMBOL &ARROW PVMT MKGS-PREF THERMO	SF	504		120.00	120.00	120.00			144.00					
634-005A	MAILBOX	EACH	2										1	1	

REVISIONS

NO.	DATE	BY	DESCRIPTION

DESIGNED	C. BARROW
DESIGN CHECKED	H. NELSON
DETAILED	G. FALLAR
DRAWING CHECKED	C. BARROW

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 23908 RWS 001.DGN

DRAWING DATE: 27-AUG-2025

IDAHO TRANSPORTATION DEPARTMENT

YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

HMH engineering

PROJECT NO.

A023(908)
A023(913)

ROADWAY SUMMARY

NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO

ENGLISH

COUNTY: PAYETTE

KEY NUMBER: 23908 23913

SHEET 5 OF 35

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW

SHEET NUMBER				9 20	10 21	11 22	12 23	13 24	14 25	15 26	16 27	17 28	18 29	19 30	
STATION - STATION				27+86.55- 32+06.00	32+06.00- 36+88.00	36+88.00- 41+66.00	41+66.00- 46+70.00	46+70.00- 50+29.14	122+42.81- 127+74.00	127+74.00- 132+54.00	132+54.00- 136+00.00	218+48.00- 221+67.00	221+67.00- 226+47.00	226+47.00- 228+87.69	
ITEM NO.	ITEM	UNIT	TOTAL	ALTERNATE #2 - WEST PATH					ALTERNATE #1 - EAST PATH			BASE BID - SW AVE			
651-010A	LAWN CONSTRUCTION (SODDED)	SF	2397									436.00	1787.00	174.00	
657-020A	RRFB, SOLAR POWERED	EACH	1						1						
675-005A	SURVEY	LS	1												
675-010A	DIRECTED SURVEYING	CA	20000.0												
677-005A	RECORD DRAWING	LS	1												
S900-50A	CONTINTENCY AMOUNT - MISCELLANEOUS WORK	CA	5000.00												
S900-50B	CONTINGENCY AMOUNT - ADJUST OR RELOCATE SPRINKLER SYSTEM	CA	10000.00												
S901-05A	SP INFILTRATION SWALE	EACH	3		1	1	1								
S901-05B	SP REMOVE & RESET MAILBOX	EACH	1									1			
S911-05A	SP SEEPAGE BED	FT	70.00										51.20	18.80	
S912-05A	SP SHARED USE PATH	SY	4275.20	540.10	561.30	541.30	576.00	450.50	640.00	544.00	422.00				
Z629-05A	MOBILIZATION	LS	1												

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
DESIGN CHECKED H. NELSON	
DETAILED G. FALLAR	CADD FILE NAME 23908 RWS 001.DGN
DRAWING CHECKED C. BARROW	DRAWING DATE: 27-AUG-2025

IDAHO TRANSPORTATION DEPARTMENT

YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

HMH engineering

PROJECT NO.

A023(908)
A023(913)

ROADWAY SUMMARY

NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO

ENGLISH

COUNTY PAYETTE

KEY NUMBER 23908 23913

SHEET 6 OF 35

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW

STATION TO STATION	SANITARY/STORM SEWER PIPE (LENGTH IN FEET) PIPE SIZE (INCHES) 12"	18"						PLASTIC PIPE: POLYPROPYLENE (PP) X	CORRUGATED HIGH-DENSITY POLYETHYLENE (HDPE) X	RIBBED POLYETHYLENE (PE) X	RIBBED POLYVINYL CHLORIDE (PVC) X	SOLID WALL POLYVINYL CHLORIDE (PVC) X	ABS COMPOSITE X	SIPHON TYPE METAL PIPE + COATING IS REQUIRED IF CHECKED: STEEL ½ IN CORR. DEPTH THICKNESS (INCHES)	STEEL ___ CORR. DEPTH THICKNESS (INCHES)	ALUM. ¼ IN TO ½ IN COOR. DEPTH THICKNESS (INCHES)	ALUM. ___ CORR. DEPTH THICKNESS (INCHES)	+ BITUMINOUS OR POLYMER COATING X	CONCRETE PIPE: REINFORCED CLASS II-V	NON-REINFORCED CLASS X	MAN-HOLES: TYPE C EA.	TYPE___ EA.	CATCH BASINS: TYPE 1A EA.	TYPE___ EA.	TYPE___ EA.	INLETS: TYPE___ EA.	TYPE___ EA.	TYPE___ EA.	REMARKS
225+95.84 - 226+69.84 RT		74							X																				*SEEPAGE BED TO SED & OIL TRAP MANHOLE
226+76.37 RT	6											X								1		1						TY 1A CATCH BASIN TO SED & OIL TRAP MANHOLE
																													*SEE PLANS FOR PERFORATION DETAILS.
SHEET TOTAL	6	74																		1		1							
PROJECT TOTAL	6	74																		1		1							

REVISIONS				DESIGNED	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY	IDAHO TRANSPORTATION DEPARTMENT	PROJECT NO.	STORM SEWER PIPE SUMMARY	ENGLISH
NO.	DATE	BY	DESCRIPTION	C. BARROW		YOUR Safety→YOUR Mobility→YOUR Economic Opportunity	A023(908) A023(913)	NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4 PAYETTE CO	COUNTY PAYETTE
				DESIGN CHECKED H. NELSON		HMH engineering			KEY NUMBER 23908 23913
				DETAILED G. FALLAR	CADD FILE NAME 23908 PSUM.DGN				SHEET 7 OF 35
				DRAWING CHECKED C. BARROW	DRAWING DATE: 27-AUG-2025				

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW

EXISTING /PROPOSED

- PAVED APPROACH
- GRAVEL APPROACH
- B — BARN
- F — BUILDING FOUNDATION
- H — HOUSE
- D — DECK
- S — SILO

EXISTING /PROPOSED

- BUSH
- SLOPE OF TERRAIN
- DRAINAGE FLOW
- EMBANKMENT PROTECTOR
- DRAINAGE FLOW
- FOUND GPS CONTROL POINT
- MAILBOX
- MARSH
- MATERIAL SOURCE
- PHOTO CENTER
- RIP RAP
- SIPHON
- SPOT ELEVATION
- STOCKPILE SITE
- STUMP
- TREE
- WETLAND
- FLAG POLE
- IRRIGATION BOX
- SPRINKLER
- BUSH BOUNDARY
- CULTIVATION BOUNDARY
- TREE BOUNDARY
- EDGE OF ROAD EXISTING
- TRAIL
- RAILROAD TRACKS
- TOP OF RAIL (RAILROAD)
- ANGLE POINT
- CONCRETE MONUMENT
- FOUND /SET BRASS OR ALLOY CAP
- FOUND PLASTIC CAP
- FOUND IRON PIPE /SET IRON PIPE
- PK NAIL
- FOUND /SET NUMBER 4 REBAR
- FOUND /SET NUMBER 5 REBAR
- FOUND NUMBER 6 REBAR
- RIGHT OF WAY MARKER
- FOUND /SET SPIKE
- FOUND /SET STONE

EXISTING /PROPOSED

- FOUND /ESTIMATED QUARTER CORNER
- FOUND /ESTIMATED SECTION CORNER
- STATE LINE
- TOWNSHIP AND RANGE LINE
- RESERVATION BOUNDARY
- FOREST BOUNDARY
- SECTION LINE
- QUARTER SECTION LINE
- SIXTEENTH SECTION LINE
- COUNTY LINE
- CITY LIMITS
- EASEMENT LINE
- PERMANENT EASEMENT LINE
- INTERSTATE RIGHT OF WAY LINE
- RIGHT OF WAY LINE
- PURCHASED ACCESS CONTROL LINE
- PROPERTY LINE
- RAILROAD RIGHT OF WAY LINE
- TEMPORARY EASEMENT

- SILT FENCE
- FIBER WATTLE
- SEDIMENT BASIN
- ROCK CHECK DAM
- DIKE SWALE
- EROSION CONTROL BLANKET
- MULCH
- SEEDING PERMANENT
- SEEDING TEMPORARY

EXISTING /PROPOSED

- RAILROAD PROTECTION DEVISE
- RAILROAD SIGNAL
- RAILROAD SWITCH
- GUY & ANCHOR
- JUNCTION BOX
- ELECTRIC MANHOLE
- METER
- ELECTRIC POLE
- TRANSMISSION TOWER
- ELECTRIC VAULT
- FIRE HYDRANT
- RISER GAS OR OIL ETC.
- TELEPHONE OR LIGHT POLE
- MANHOLE
- WELL
- CATCH BASIN OR INLET
- OVER HEAD ELECTRIC
- UNDER GROUND ELECTRIC CABLE
- OVER HEAD FIBER OPTIC
- UNDER GROUND FIBER OPTIC
- OVER HEAD TELEPHONE
- UNDER GROUND TELEPHONE
- OVER HEAD TELEVISION
- UNDER GROUND TELEVISION CABLE
- WATER LINE
- GAS LINE
- OIL LINE
- PIPE BELL INDICATES FLOW DIRECTION
- IRRIGATION SIPHON
- IRRIGATION LINE
- SANITARY SEWER
- STORM SEWER
- UNDER DRAIN
- CONDUIT OR CASING
- ITS CONDUIT

EXISTING /PROPOSED

- HORIZONTAL ALIGNMENT CONTROL LINE
- CURB
- GUTTER
- COMBINATION CURB AND GUTTER
- CULVERT WITH FLOW INDICATOR
- CULVERT WITH APRONS
- METAL GUARDRAIL
- CONCRETE BARRIER
- FENCE
- FENCE ON INTERSTATE ROW LINE
- FENCE ON ROW LINE
- FENCE ON PURCHASED ACCESS LINE
- FENCE ON PROPERTY LINE
- FENCE ON RAILROAD ROW LINE
- GATE
- SNOW FENCE
- RETAINING WALL
- EDGE OF WATER OR FLOW LINE
- EXISTING GROUND
- TOE OF FILL (SLOPE LIMIT)
- TOP OF CUT (SLOPE LIMIT)
- ROAD CLOSURE

- DELINEATOR TYPE 1
- DELINEATOR TYPE 2
- DELINEATOR TYPE 3
- DELINEATOR TYPE 4
- SIGN SINGLE POST
- SIGN DOUBLE POST
- EMERGENCY VEHICLE PREEMPT DETECTOR
- ELECTRICAL SERVICE PEDESTAL
- VIDEO DETECTION CAMERA
- LUMINAIRE HEAD
- ILLUMINATION POLE
- STOP BAR
- YIELD LINE

- FLAGGER STATION
- FLAGGER STATION

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW
DESIGN CHECKED H. NELSON
DETAILED G. FALLAR
DRAWING CHECKED C. BARROW

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME 23908 LGND 001.dgn
DRAWING DATE: 27-AUG-2025

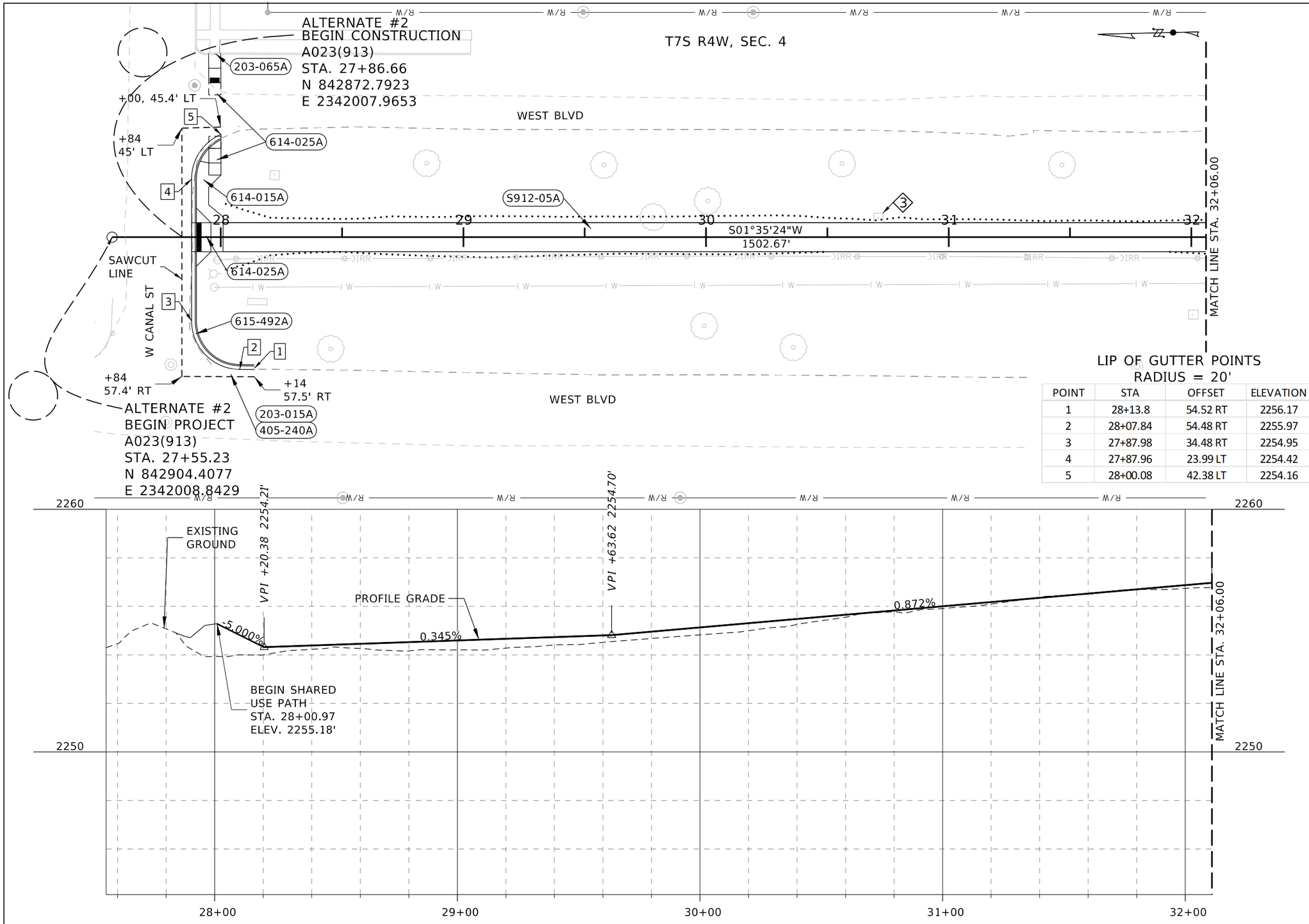
IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity
HMH engineering

PROJECT NO.
A023(908)
A023(913)

LEGEND
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO

ENGLISH
COUNTY PAYETTE
KEY NUMBER 23908 23913
SHEET 8 OF 35

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW



LIP OF GUTTER POINTS
RADIUS = 20'

POINT	STA	OFFSET	ELEVATION
1	28+13.8	54.52 RT	2256.17
2	28+07.84	54.48 RT	2255.97
3	27+87.98	34.48 RT	2254.95
4	27+87.96	23.99 LT	2254.42
5	28+00.08	42.38 LT	2254.16

(203-015A) REMOVAL OF BITUMINOUS SURFACE
76 SY STA 27+84, 57.4' RT TO STA 28+00, 45.4' LT

(203-065A) REMOVAL OF CURB
5 FT STA 27+95.04, 63.63' LT TO STA 28+00.04, 63.63' LT

(405-240A) MISCELLANEOUS PAVEMENT
76 SY STA. 27+84, 57.4' RT TO STA. 28+00, 45.4' LT

(614-015A) SIDEWALK, W=5'
16.3 SY STA. 27+94.97 TO STA. 27+95.10

(614-025A) CURB RAMP
18.6 SY STA. 27+87.97, 0.00' RT
7.9 SY STA. 27+97.54, 63.63' LT
8.6 SY STA. 27+97.58, 39.30' LT

(615-492A) CURB AND GUTTER TYPE 2
115 FT STA. 28+00, 42.4' LT TO STA. 28+13.8, 54.5' RT

(S912-05A) SP SHARED USE PATH
540.1 SY STA. 28+00.96 TO 32+06.00

NOTES:
RETAIN & PROTECT ALL UTILITIES NOT IDENTIFIED FOR RELOCATION.

(3) RETAIN AND PROTECT DISK GOLF BASKETS AND TEE BOXES

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW
DESIGN CHECKED H. NELSON
DETAILED G. FALLAR
DRAWING CHECKED C. BARROW

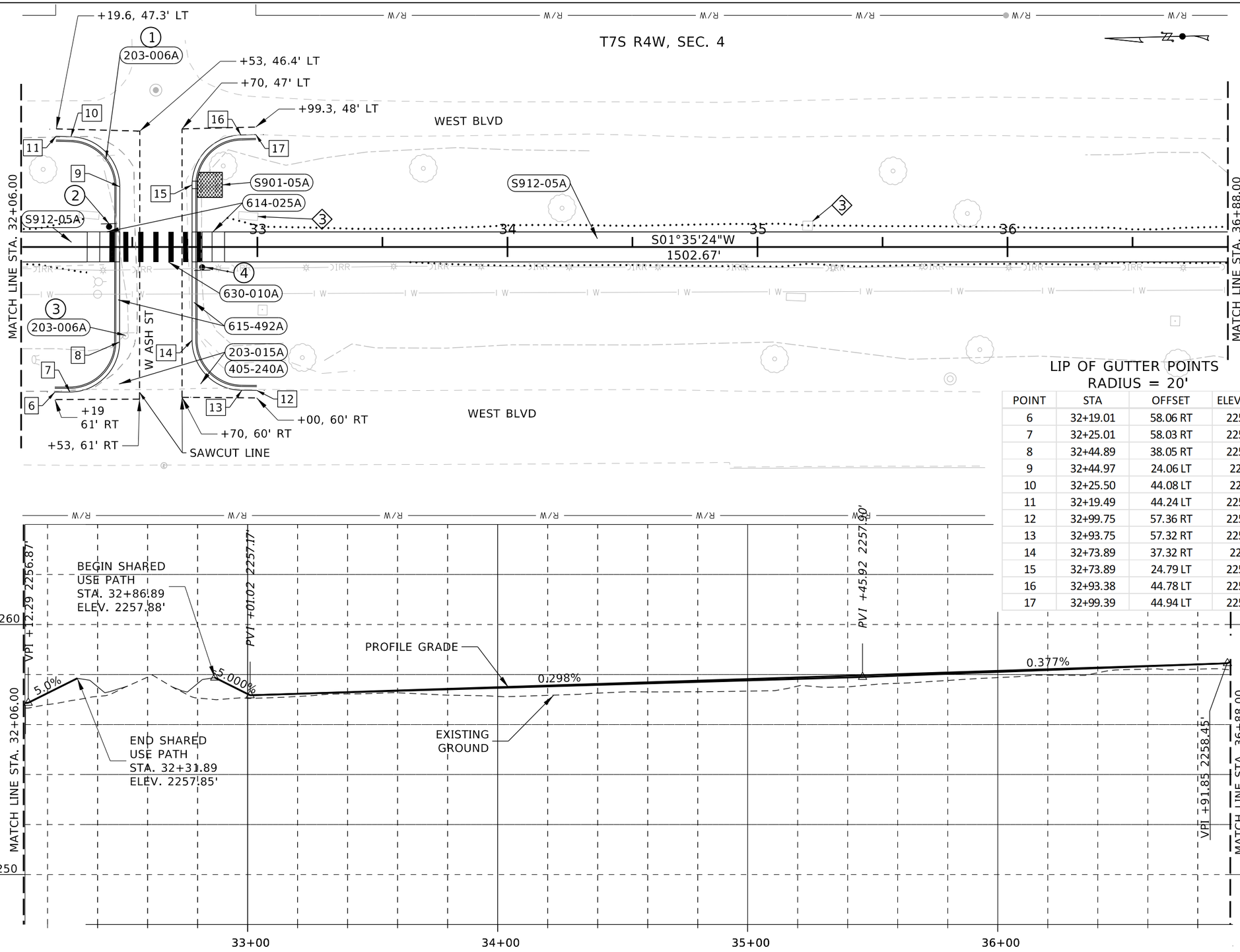
SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME 23908_PLPR_001.dgn
DRAWING DATE: 27-AUG-2025

IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity
HMH engineering

PROJECT NO.
A023(908)
A023(913)

PLAN AND PROFILE - ALTERNATE #2
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO

ENGLISH
COUNTY PAYETTE
KEY NUMBER 23908 23913
SHEET 9 OF 35



LIP OF GUTTER POINTS
RADIUS = 20'

POINT	STA	OFFSET	ELEVATION
6	32+19.01	58.06 RT	2258.16
7	32+25.01	58.03 RT	2258.05
8	32+44.89	38.05 RT	2257.49
9	32+44.97	24.06 LT	2257.2
10	32+25.50	44.08 LT	2257.0
11	32+19.49	44.24 LT	2256.99
12	32+99.75	57.36 RT	2258.26
13	32+93.75	57.32 RT	2258.18
14	32+73.89	37.32 RT	2257.8
15	32+73.89	24.79 LT	2257.04
16	32+93.38	44.78 LT	2257.32
17	32+99.39	44.94 LT	2257.38

203-006A REMOVAL OF SIGN
1 EACH STA. 32+39.46, 35.34' LT
1 EACH STA. 32+47.25, 35.59' RT

203-015A REMOVAL OF BITUMINOUS SURFACE
58.8 SY STA. 32+52.57, 60.82' RT TO STA. 32+51.95, 46.14' LT
67.7 SY STA. 32+73.33, 60.09' RT TO STA. 32+70.60, 46.99' LT

405-240A MISCELLANEOUS PAVEMENT
131 SY STA. 32+19, 61' RT TO STA. 32+53, 46.4' LT
84 SY STA. 32+70, 60' RT TO STA. 32+99.3, 48' RT

614-025A CURB RAMP
17.3 SY STA. 32+39.89, 0.00' RT
17.3 SY STA. 32+78.89, 0.00' RT

615-492A CURB AND GUTTER TYPE 2
132 FT STA. 32+19.01, 58.06' RT TO STA. 32+19.49, 44.24' LT
132 FT STA. 32+99.39, 44.94' LT TO STA. 32+99.75, 57.36' RT

630-010A TRANSVERSE, WORD, SYMBOL & ARROW PAVEMENT MRK-PREFORMED THERMOPLASTIC
120 SF STA. 32+41.89, 0.00' RT TO STA. 32+76.89, 0.00' RT

S901-05A SP INFILTRATION SWALE
1 EA STA. 32+73.89, 24.79' LT

S912-05A SP SHARED USE PATH
30.5 SY STA. 32+06.00 TO 32+31.89
530.8 SY STA. 32+86.89 TO 36+88

NOTES:
RETAIN & PROTECT ALL UTILITIES NOT IDENTIFIED FOR RELOCATION.

(2)(4) W11-2
W16-7P

(3) RETAIN AND PROTECT DISK GOLF BASKETS AND TEE BOXES

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DRAWING CHECKED C. BARROW

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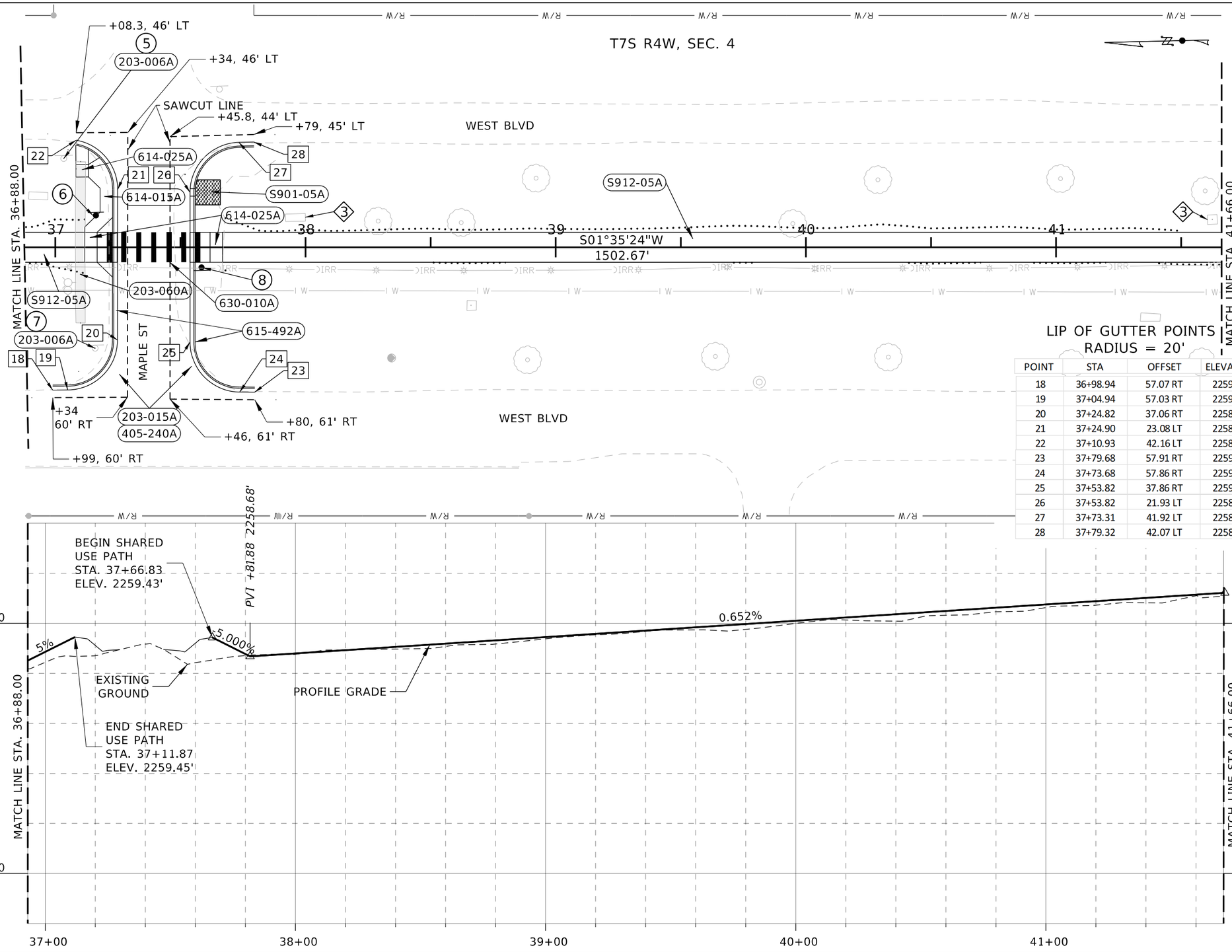
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO

ENGLISH
COUNTY PAYETTE
KEY NUMBER 23908 23913
SHEET 10 OF 35

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW



LIP OF GUTTER POINTS
RADIUS = 20'

POINT	STA	OFFSET	ELEVATION
18	36+98.94	57.07 RT	2259.42
19	37+04.94	57.03 RT	2259.35
20	37+24.82	37.06 RT	2258.95
21	37+24.90	23.08 LT	2258.91
22	37+10.93	42.16 LT	2258.87
23	37+79.68	57.91 RT	2259.65
24	37+73.68	57.86 RT	2259.58
25	37+53.82	37.86 RT	2259.21
26	37+53.82	21.93 LT	2258.71
27	37+73.31	41.92 LT	2258.81
28	37+79.32	42.07 LT	2258.83

(203-006A) REMOVAL OF SIGN
1 EACH STA. 37+03.34,35.50' LT
1 EACH STA. 37+15.87, 40.33' RT

(203-015A) REMOVAL OF BITUMINOUS SURFACE
48.5 SY STA. 37+21.98, 59.88' RT TO STA. 37+22.02, 44.64' LT
85.6 SY STA. 37+47.59, 60.62' RT TO STA. 37+46.41, 44.02' LT

(203-060A) REMOVAL OF CONCRETE SIDEWALK
27.9 SY STA. 37+10.05, 30' RT TO 34' LT

(405-240A) MISCELLANEOUS PAVEMENT
80 SY STA. 36+99, 60' RT TO STA. 37+29, 46' LT
129 SY STA. 37+46, 61' RT TO STA. 37+79, 45' L

(614-015A) SIDEWALK, W=5'
18.5 SY STA. 37+08.33 TO STA. 37+08.33

(614-025A) CURB RAMP
8.9 SY STA. 37+05.06, 38.94' LT
18.6 SY STA. 37+14.50, 0.00' RT
17.3 SY STA. 37+64.33, 0.00' RT

(615-492A) CURB AND GUTTER TYPE 2
96 FT STA. 36+98.94, 57.07' RT TO STA. 37+10.93, 42.16' LT
134 FT STA. 37+79.32, 42.07' LT TO STA. 37+79.68, 57.91' RT

(630-010A) TRANSVERSE, WORD, SYMBOL, & ARROW PAVEMENT MRK-PREFORMED THERMOPLASTIC
120 SF STA. 37+16.49 TO 37+62.33

(S901-05A) SP INFILTRATION SWALE
1 EA STA. 37+53.82, 21.93' LT

(S912-05A) SP SHARED USE PATH
20.4 SY STA. 36+88.00 TO 37+11.83
520.9 SY STA. 37+66.83 TO 41+66.00

(6)(8) W11-2
W16-7P

(3) RETAIN AND PROTECT DISK GOLF BASKETS AND TEE BOXES

REMOVE SIDEWALK

NOTES:
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PAYETTE CO

ENGLISH
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KEY NUMBER 23908 23913
SHEET 11 OF 35

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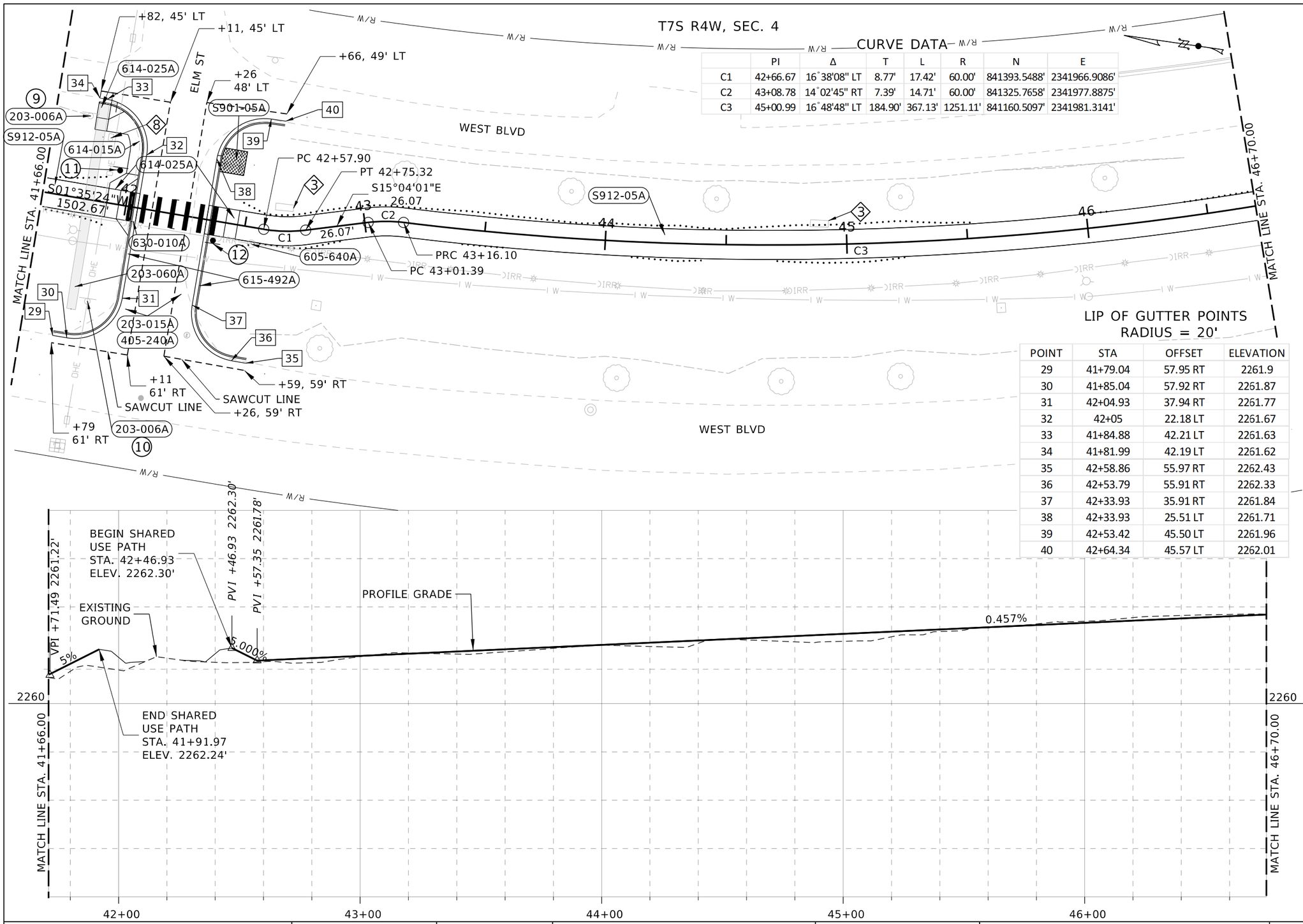

203-006A REMOVAL OF SIGN
1 EACH STA. 41+79.37, 34.28' LT
1 EACH STA. 41+90.89, 41.62' RT

203-015A REMOVAL OF BITUMINOUS SURFACE
58.8 SY STA. 42+02.77, 60.75' RT
STA. 42+03.64, 45.79' LT
92.3 SY STA. 42+26.91, 58.66' RT
STA. 42+27.18, 47.62' LT

203-060A REMOVAL OF CONCRETE SIDEWALK
37.5 SY STA. 41+84.76, 46' RT TO 41' LT

405-240A MISCELLANEOUS PAVEMENT
105 SY STA. 41+79, 61' RT
STA. 42+11, 45' LT
129 SY STA. 42+26, 59' RT
STA. 42+66, 49' LT

605-640A ADJUST VALVE COVERS
1 EACH STA. 42+53.80, 6.81' RT

614-015A SIDEWALK, W=5'
16.7 SY STA. 41+83.44 TO
STA. 41+83.44

614-025A CURB RAMP
6.7 SY STA. 41+83.40, 38.82' LT
18.6 SY STA. 41+94.43, 0.00' RT
17.3 SY STA. 42+44.43, 0.00' RT

615-492A CURB AND GUTTER TYPE 2
132 FT STA. 41+79.04, 57.95' RT TO
STA. 41+81.99, 42.19' LT
136 FT STA. 42+58.86, 55.97' RT TO
STA. 42+64.34, 45.57' LT

630-010A TRANSVERSE, WORD, SYMBOL, & ARROW PAVEMENT MRK-PREFORMED THERMOPLASTIC
120 SF STA. 41+96.43 TO 42+42.43

S901-05A SP INFILTRATION SWALE
1 EACH STA. 42+33.93, 25.51' LT

S912-05A SP SHARED USE PATH
23.2 SY STA. 41+66.00 TO 41+91.94
552.8 SY STA. 42+46.93 TO 46+70.00

11 12 W11-2
W16-7P

3 RETAIN AND PROTECT DISK GOLF BASKETS AND TEE BOXES

8 RETAIN & PROTECT UTILITY BOX

REMOVE SIDEWALK

NOTES:
RETAIN & PROTECT ALL UTILITIES NOT IDENTIFIED FOR RELOCATION.

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW

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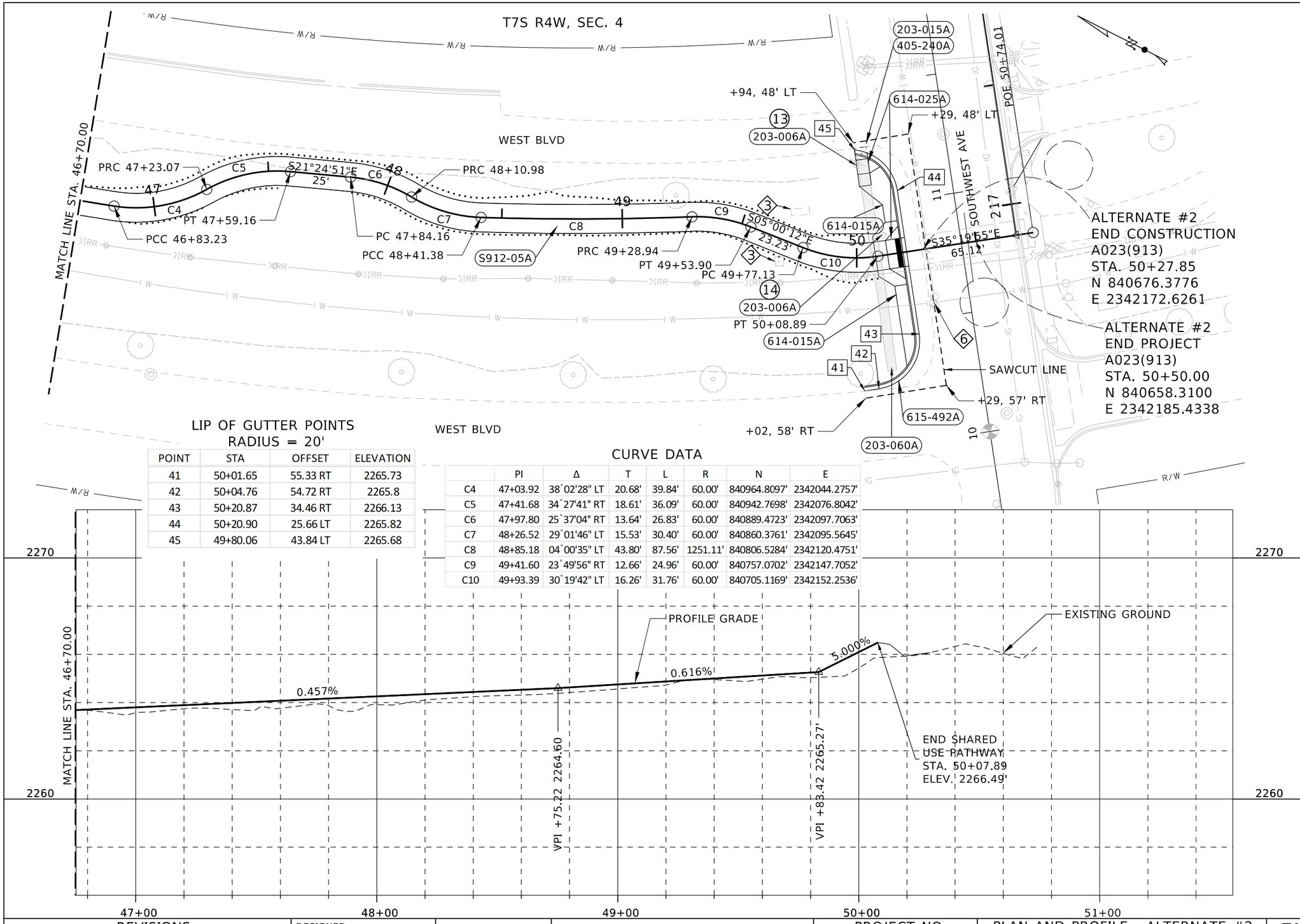
PLAN AND PROFILE - ALTERNATE #2
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO

ENGLISH

COUNTY PAYETTE
KEY NUMBER 23908 23913
SHEET 12 OF 35



LIP OF GUTTER POINTS
RADIUS = 20'

POINT	STA	OFFSET	ELEVATION
41	50+01.65	55.33 RT	2265.73
42	50+04.76	54.72 RT	2265.8
43	50+20.87	34.46 RT	2266.13
44	50+20.90	25.66 LT	2265.82
45	49+80.06	43.84 LT	2265.68

CURVE DATA

	PI	Δ	T	L	R	N	E
C4	47+03.92	38°02'28" LT	20.68'	39.84'	60.00'	840964.8097'	2342044.2757'
C5	47+41.68	34°27'41" RT	18.61'	36.09'	60.00'	840942.7698'	2342076.8042'
C6	47+97.80	25°37'04" RT	13.64'	26.83'	60.00'	840889.4723'	2342097.7063'
C7	48+26.52	29°01'46" LT	15.53'	30.40'	60.00'	840860.3761'	2342095.5645'
C8	48+85.18	04°00'35" LT	43.80'	87.56'	1251.11'	840806.5284'	2342120.4751'
C9	49+41.60	23°49'56" RT	12.66'	24.96'	60.00'	840757.0702'	2342147.7052'
C10	49+93.39	30°19'42" LT	16.26'	31.76'	60.00'	840705.1169'	2342152.2536'

203-006A REMOVAL OF SIGN
1 EACH STA. 49+99.38, 38.53' LT
1 EACH STA. 50+11.97, 8.47' LT

203-015A REMOVAL OF BITUMINOUS SURFACE
47.7 SY STA. 50+29.14, 57.27' RT
STA. 50+26.74, 49.43' LT

203-060A REMOVAL OF CONCRETE SIDEWALK
39.1 SY STA. 50+08.18, 48' RT TO 43' LT

405-240A MISCELLANEOUS PAVEMENT
126 SY STA. 50+02, 58' RT
STA. 50+29, 48' LT

614-015A SIDEWALK, W=5'
16.5 SY STA. 50+13.88 TO STA. 50+13.88
23.1 SY STA. 50+13.90 TO STA. 50+15.25

614-025A CURB RAMP
8.5 SY STA. 50+07.82, 43.08' LT
18.6 SY STA. 50+18.89, 0.00' RT

615-492A CURB & GUTTER TYPE 2
124 FT STA. 49+80.06, 43.84' LT TO STA. 50+01.65, 55.33' RT

S912-05A SP SHARED USE PATH
450.5 SY STA. 46+70.00 TO 50+07.89

REMOVE SIDEWALK

3 RETAIN AND PROTECT DISK GOLF BASKETS AND TEE BOXES

6 RETAIN AND PROTECT WATER VALVES

NOTES:
RETAIN & PROTECT ALL UTILITIES NOT IDENTIFIED FOR RELOCATION.

REVISIONS

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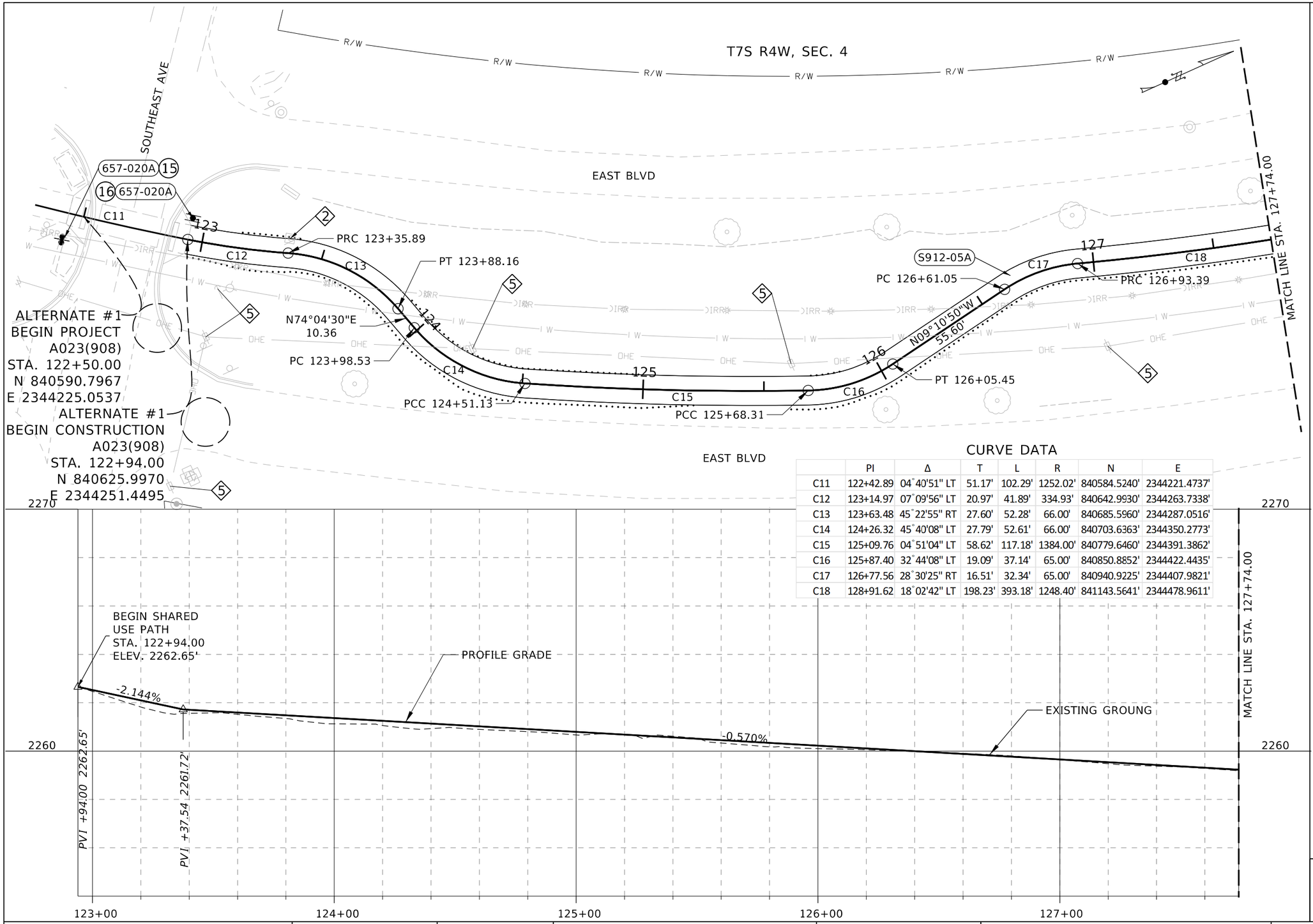
PLAN AND PROFILE - ALTERNATE #2
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO

ENGLISH
COUNTY PAYETTE
KEY NUMBER 23908 23913
SHEET 13 OF 35

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW



CURVE DATA

	PI	Δ	T	L	R	N	E
C11	122+42.89	04°40'51" LT	51.17'	102.29'	1252.02'	840584.5240'	2344221.4737'
C12	123+14.97	07°09'56" LT	20.97'	41.89'	334.93'	840642.9930'	2344263.7338'
C13	123+63.48	45°22'55" RT	27.60'	52.28'	66.00'	840685.5960'	2344287.0516'
C14	124+26.32	45°40'08" LT	27.79'	52.61'	66.00'	840703.6363'	2344350.2773'
C15	125+09.76	04°51'04" LT	58.62'	117.18'	1384.00'	840779.6460'	2344391.3862'
C16	125+87.40	32°44'08" LT	19.09'	37.14'	65.00'	840850.8852'	2344422.4435'
C17	126+77.56	28°30'25" RT	16.51'	32.34'	65.00'	840940.9225'	2344407.9821'
C18	128+91.62	18°02'42" LT	198.23'	393.18'	1248.40'	841143.5641'	2344478.9611'

657-020A RRFB, SOLAR POWERED
1 EACH STA. 122+43.76, 12.50' RT
STA. 122+94.52, 12.50' LT

S912-05A SP SHARED USE PATH
640 SY STA. 122+94.00 - 127+74.00

15 16 S1-1
W16-7P

2 RETAIN AND PROTECT CONCRETE FEATURE

5 RETAIN AND PROTECT IDAHO POWER FACILITIES

NOTES:
RETAIN & PROTECT ALL UTILITIES NOT IDENTIFIED FOR RELOCATION.

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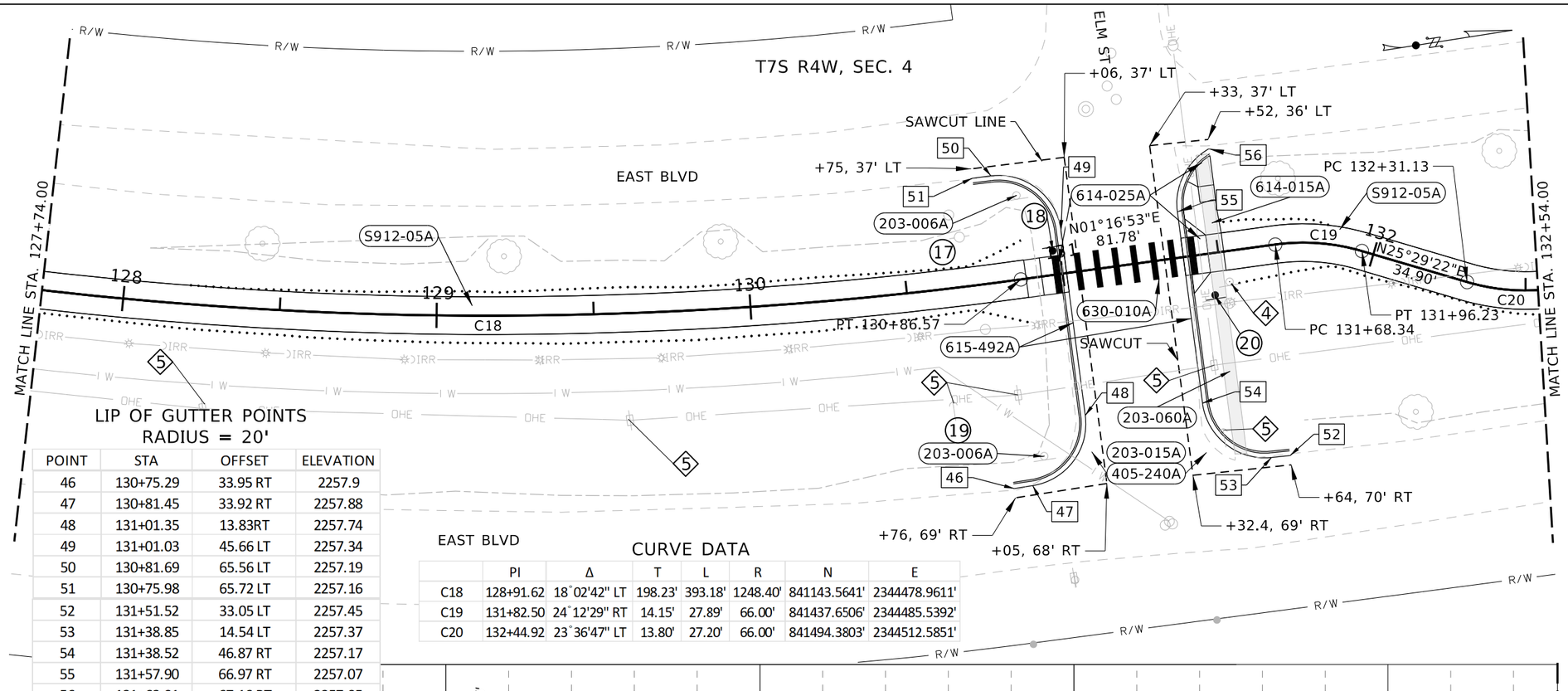
PLAN AND PROFILE - ALTERNATE #1
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO

ENGLISH

COUNTY PAYETTE
KEY NUMBER 23908 23913
SHEET 14 OF 35

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW

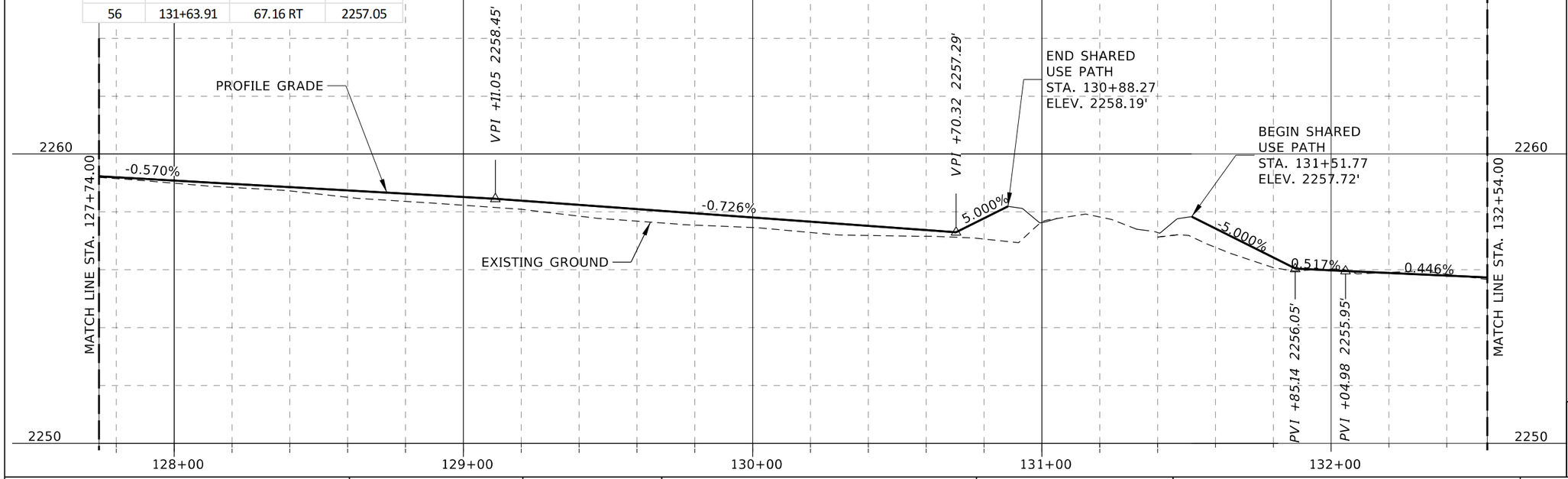


POINT	STA	OFFSET	ELEVATION
46	130+75.29	33.95 RT	2257.9
47	130+81.45	33.92 RT	2257.88
48	131+01.35	13.83RT	2257.74
49	131+01.03	45.66 LT	2257.34
50	130+81.69	65.56 LT	2257.19
51	130+75.98	65.72 LT	2257.16
52	131+51.52	33.05 LT	2257.45
53	131+38.85	14.54 LT	2257.37
54	131+38.52	46.87 RT	2257.17
55	131+57.90	66.97 RT	2257.07
56	131+63.91	67.16 RT	2257.05

EAST BLVD

CURVE DATA

	PI	Δ	T	L	R	N	E
C18	128+91.62	18°02'42" LT	198.23'	393.18'	1248.40'	841143.5641'	2344478.9611'
C19	131+82.50	24°12'29" RT	14.15'	27.89'	66.00'	841437.6506'	2344485.5392'
C20	132+44.92	23°36'47" LT	13.80'	27.20'	66.00'	841494.3803'	2344512.5851'



(203-006A) REMOVAL OF SIGN
1 EACH STA. 130+86.29, 56.76' RT
1 EACH STA. 130+88.77, 26.64' LT

(203-015A) REMOVAL OF BITUMINOUS SURFACE
54 SY STA. 130+98.65, 67.98' RT
STA. 131+02.45, 36.61' LT
47.2 SY STA. 131+36.73, 69.41' RT
STA. 131+37.61, 37.33' LT

(203-060A) REMOVAL OF CONCRETE SIDEWALK
41.5 SY STA. 131+49, 65' RT TO 32' LT

(405-240A) MISCELLANEOUS PAVEMENT
82 SY STA. 130+76, 69' RT -
STA. 131+06, 37' LT
98 SY STA. 131+32.4, 69' RT -
STA. 131+52, 36' LT

(614-015A) SIDEWALK, W=5'
11.9 SY STA. 131+46.44 TO
STA. 131+46.80 LT

(614-025A) CURB RAMP
17.3 SY STA. 130+90.77, 0.00' RT
18.6 SY STA. 131+40.77, 0.00' RT
8.5 SY STA. 131+49.00, 29.43' LT

(615-492A) CURB AND GUTTER TYPE 2
134 FT STA. 130+75.29, 33.95' LT TO
STA. 130+75.98, 65.72' RT
123 FT STA. 131+51.52, 33.05' LT TO
STA. 131+63.91, 67.16' RT

(630-010A) TRANSVERSE, WORD, SYMBOL, AND ARROW PAVEMENT MARKINGS- WATERBORNE
144 SF STA. 130+92.77 - 131+38.77

(S912-05A) SP SHARED USE PATH
407.7 SY STA. 127+74.00 - 130+79.77
136.3 SY STA. 131+51.77 - 132+54.00

(18)(20) W11-2
W16-7P

(4) RETAIN AND PROTECT DOG WASTE STATION

(5) RETAIN AND PROTECT IDAHO POWER FACILITIES

REMOVE SIDEWALK

NOTES:
RETAIN & PROTECT ALL UTILITIES NOT IDENTIFIED FOR RELOCATION.

PROFESSIONAL ENGINEER
LICENSED
19002
08/27/2025
STATE OF IDAHO
COREY BARROW

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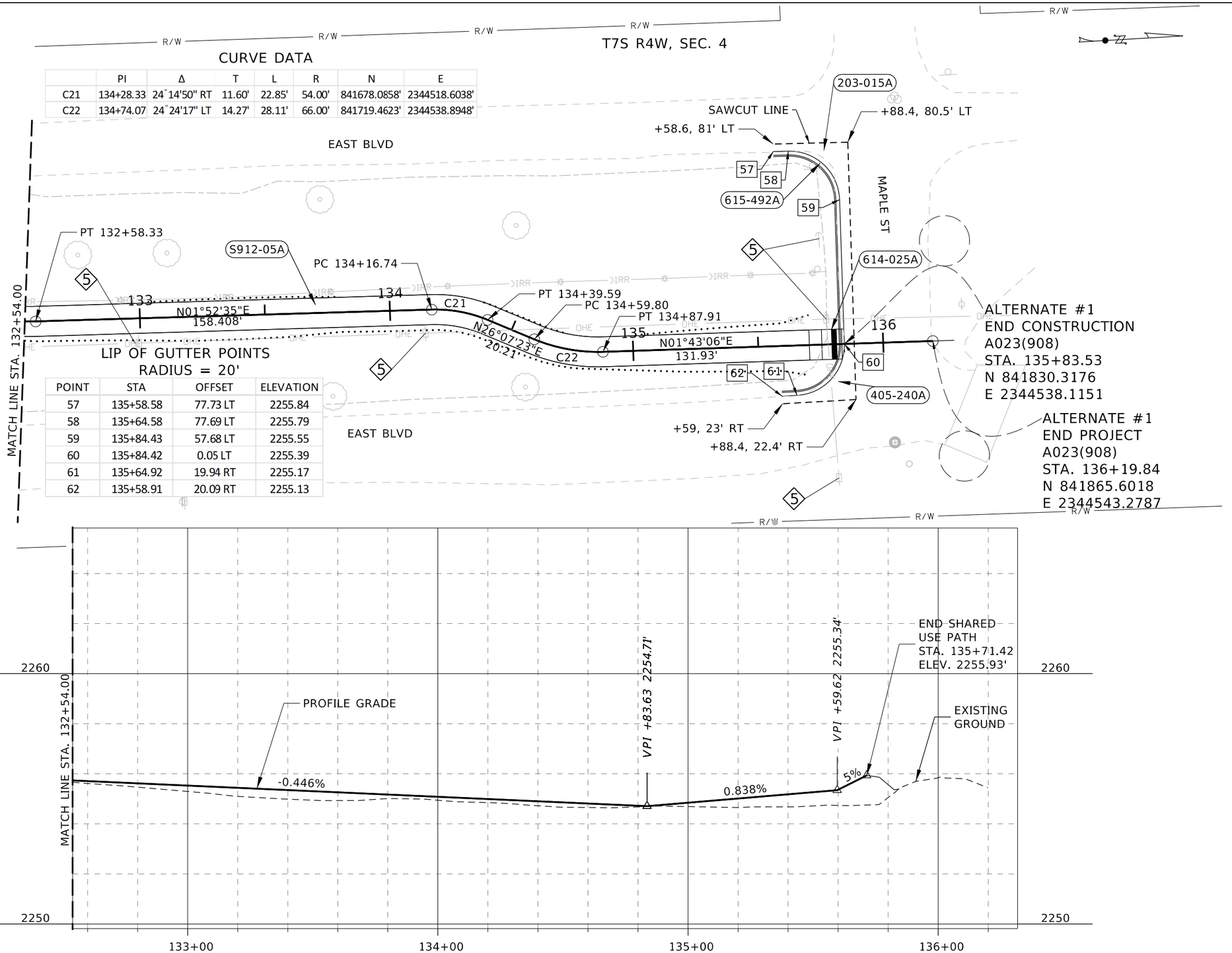
KEY NUMBER 23908 23913
SHEET 15 OF 35



	PI	Δ	T	L	R	N	E
C21	134+28.33	24°14'50" RT	11.60'	22.85'	54.00'	841678.0858'	2344518.6038'
C22	134+74.07	24°24'17" LT	14.27'	28.11'	66.00'	841719.4623'	2344538.8948'

POINT	STA	OFFSET	ELEVATION
57	135+58.58	77.73 LT	2255.84
58	135+64.58	77.69 LT	2255.79
59	135+84.43	57.68 LT	2255.55
60	135+84.42	0.05 LT	2255.39
61	135+64.92	19.94 RT	2255.17
62	135+58.91	20.09 RT	2255.13

(203-015A) REMOVAL OF BITUMINOUS SURFACE
80 SY — STA 135+59, 23' RT - STA 135+88.4, 80.5' LT

(405-240A) MISCELLANEOUS PAVEMENT
82 SY — STA. 135+59, 23' RT - STA. 135+88.4, 80.5' LT

(614-025A) CURB RAMP
17.3 SY — STA. 135+82.42, 0.00' RT

(615-492A) CURB AND GUTTER TYPE 2
128 FT — STA. 135+58.58, 77.73' LT TO STA. 135+58.91, 20.09' RT

(S912-05A) SP SHARED USE PATH
422 SY — STA. 132+54.00 - 135+70.48

(5) RETAIN & PROTECT IDAHO POWER FACILITIES

NOTES:
RETAIN & PROTECT ALL UTILITIES NOT IDENTIFIED FOR RELOCATION.

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW
DESIGN CHECKED H. NELSON
DETAILED G. FALLAR
DRAWING CHECKED C. BARROW

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME 23908_PLPR_001.dgn

DRAWING DATE: 27-AUG-2025

IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

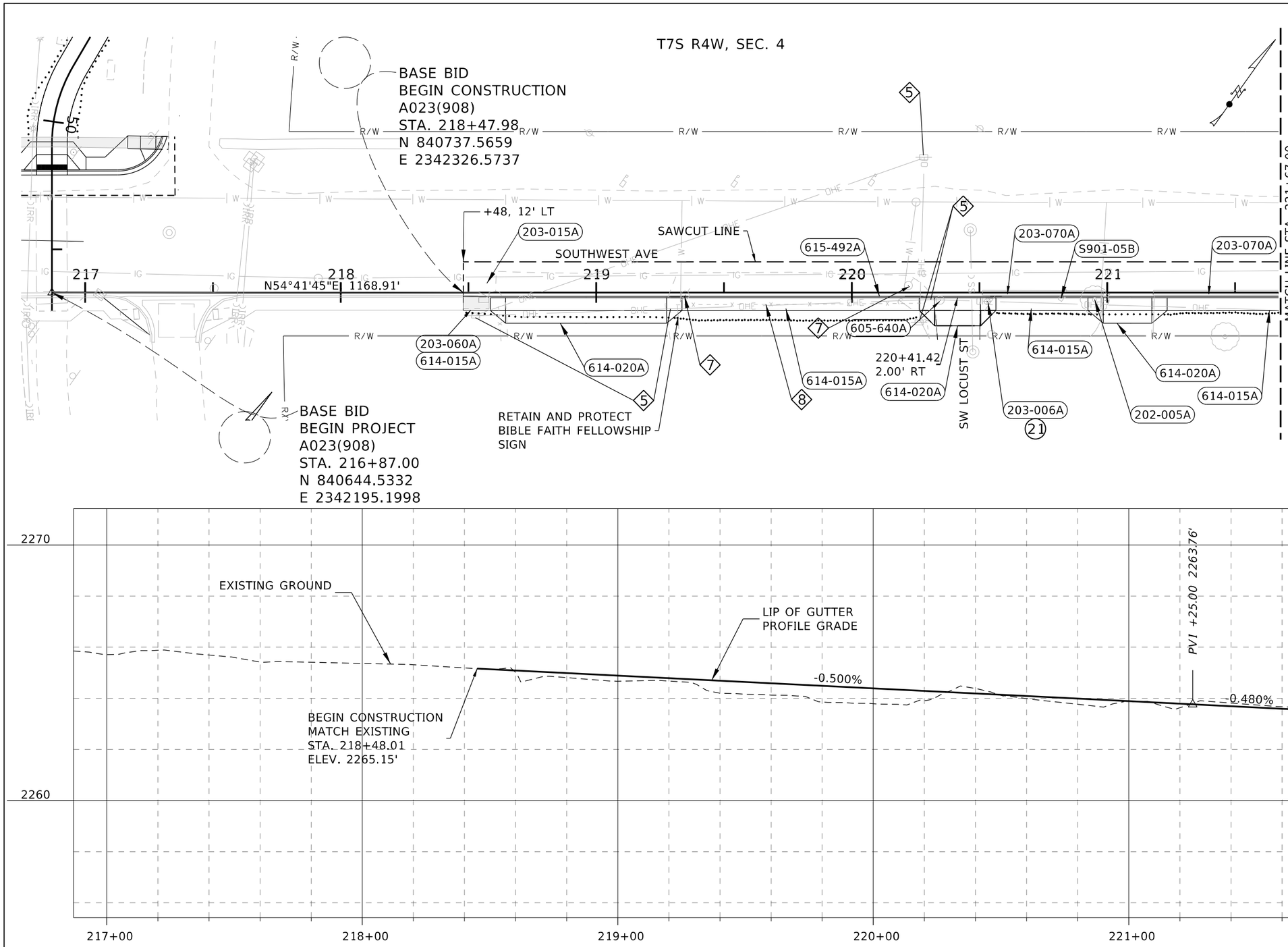
HMH engineering

PROJECT NO.
A023(908)
A023(913)

PLAN AND PROFILE - ALTERNATE #1
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO

ENGLISH

COUNTY PAYETTE
KEY NUMBER 23908 23913
SHEET 16 OF 35



202-005A REMOVAL OF TREE
1 EACH STA. 220+95.03, 2083' RT

203-006A REMOVAL OF SIGN
1 EACH STA. 220+53.08, 3.49' RT

203-015A REMOVAL OF BITUMINOUS SURFACE
425.3 SY STA. 218+48.01, 12.00' LT TO STA. 221+67.00, 12.00' LT

203-060A REMOVAL OF CONCRETE SIDEWALK
5.7 SY STA. 218+47.98 TO STA. 218+57.98

203-070A REMOVAL OF CURB & GUTTER
47.2 FT STA. 220+51.23, 0.47' RT
STA. 220+98.38, 0.51' RT
49 FT STA. 221+17.99, 0.49' RT TO STA. 221+67.00, 0.51' RT

605-640A ADJUST VALVE COVERS
1 EACH STA. 220+34.63, 2.96' RT

614-015A SIDEWALK, W=5'
5.9 SY STA. 218+47.98 TO STA. 218+57.97
51.6 SY STA. 219+33.56 TO STA. 220+26.42
20 SY STA. 220+56.42 TO STA. 220+92.45
24.2 SY STA. 221+23.45 TO STA. 221+67.00

614-020A DRIVEWAY
80 SY STA. 218+96.06, 2.00' RT, W= 63'
32.6 SY STA. 220+41.42, 2.00' RT, W= 18'
31.1 SY STA. 221+09.25, 2.00' RT, W= 19'

615-492A CURB AND GUTTER TYPE 2
319.02 FT STA. 218+47.98 TO STA. 221+67.00

S901-05B REMOVE & RESET MAILBOX
1 EACH STA. 220+82.15, 2.03' TO 8' RT

5 RETAIN & PROTECT IDAHO POWER FACILITIES

7 RELOCATE WATER METER BY CITY OF NEW PLYMOUTH

8 FENCE REMOVED BY OTHERS

REMOVE SIDEWALK

NOTES:
RETAIN & PROTECT ALL UTILITIES NOT IDENTIFIED FOR RELOCATION.

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW
DESIGN CHECKED H. NELSON
DETAILED G. FALLAR
DRAWING CHECKED C. BARROW

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME 23908_PLPR_001.dgn

DRAWING DATE: 27-AUG-2025

IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

HMH engineering

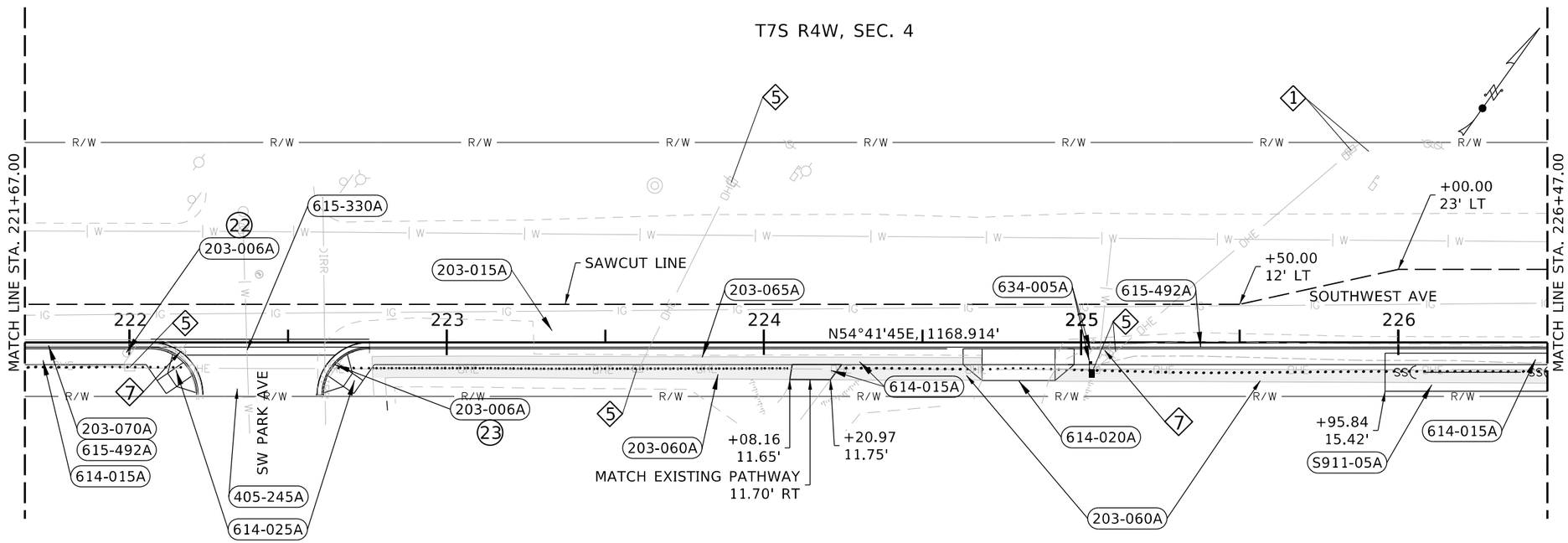
PROJECT NO.
A023(908)
A023(913)

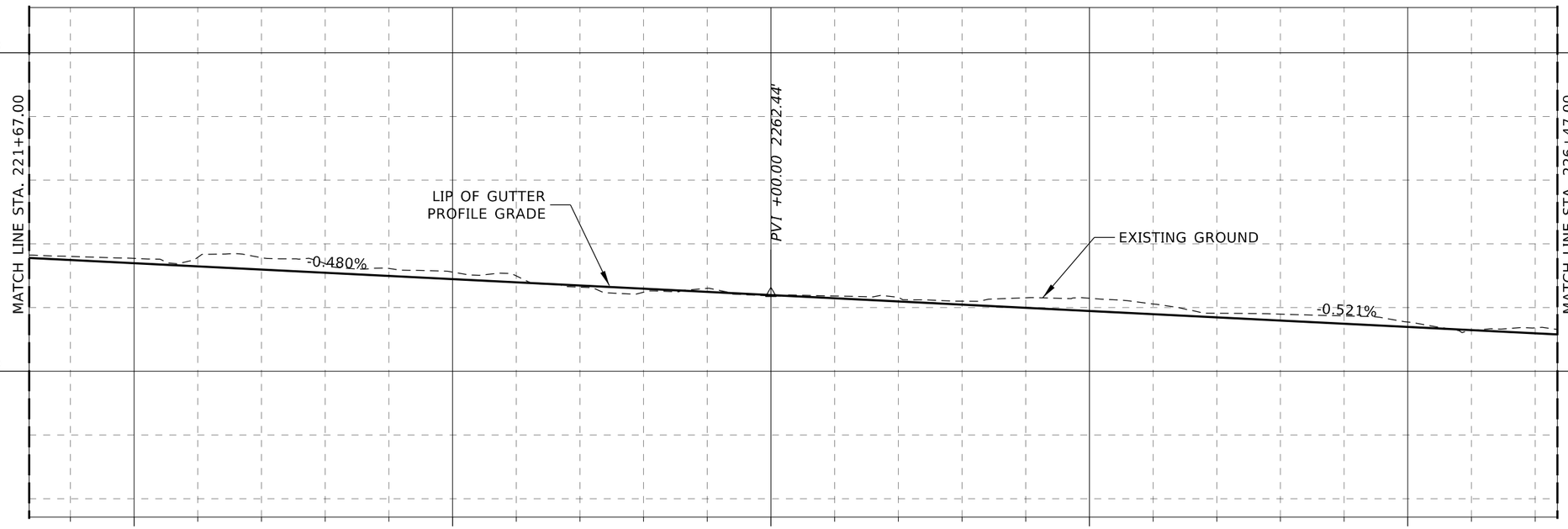
PLAN AND PROFILE - BASE BID

NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO

ENGLISH

COUNTY PAYETTE
KEY NUMBER 23908 23913





NOTES:
RETAIN & PROTECT ALL UTILITIES NOT IDENTIFIED FOR RELOCATION.

1 REMOVE AND RELOCATE POWER POLE BY IDAHO POWER

203-006A REMOVAL OF SIGN
1 EACH STA. 221+99.07, 3.35' RT
1 EACH STA. 222+64.44, 6.85' RT

203-015A REMOVAL OF BIT. SURF.
808.5 SY STA. 221+67.00, 12.00' LT TO STA. 226+47.00, 23.00' LT

203-060A REMOVAL OF SIDEWALK
149.1 SY STA. 222+76.70 TO STA. 224+68.72 RT
70 SY STA 224+90 TO 226+47 RT

203-065A REMOVAL OF CURB
192.2 FT STA. 222+76.44 TO STA. 224+68.56

203-070A REMOVAL OF CURB & GUTTER
65.4 FT STA. 221+67.00 TO STA. 222+16.91

405-245A APPROACH - PAVED
1 EACH STA. 222+41.16, 1.50' RT

614-015A SIDEWALK, W=5'
20.3 SY STA. 221+67.00 TO STA. 222+03.52
102.2 SY STA. 222+78.80 TO STA. 224+62.81
7.4 SY STA. 224+08.16 TO STA. 224+20.97
82.9 SY STA. 224+97.81 TO STA. 226+47.00

614-020A DRIVEWAY
35.5 SY STA. 224+80.31, 2.00' RT W= 23'

614-025A CURB RAMP
18.4 SY STA. 222+16.91, 6.25' RT
18.4 SY STA. 222+65.41, 6.25' RT

615-330A GUTTER
50 FT STA. 222+16.17, 5.00' RT TO STA. 222+66.17, 5.00' RT

615-492A CURB AND GUTTER TYPE 2
65.6 FT STA. 221+67.00 TO STA. 222+23.16
397.3 FT STA. 222+59.16 TO STA. 226+47.00

634-005A MAILBOX
1 EACH STA. 225+02.38, 8' RT

S911-05A SP SEEPAGE BED, W=12'
51.2 FT STA. 225+95.84, 15.42' RT - STA. 226+47.00, 15.42' RT

5 RETAIN & PROTECT IDAHO POWER FACILITIES

7 RELOCATE WATER METER BY CITY OF NEW PLYMOUTH

REMOVE SIDEWALK

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW
DESIGN CHECKED H. NELSON
DETAILED G. FALLAR
DRAWING CHECKED C. BARROW

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME 23908_PLPR_001.dgn
DRAWING DATE: 27-AUG-2025

IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity
HMH engineering

PROJECT NO.
A023(908)
A023(913)

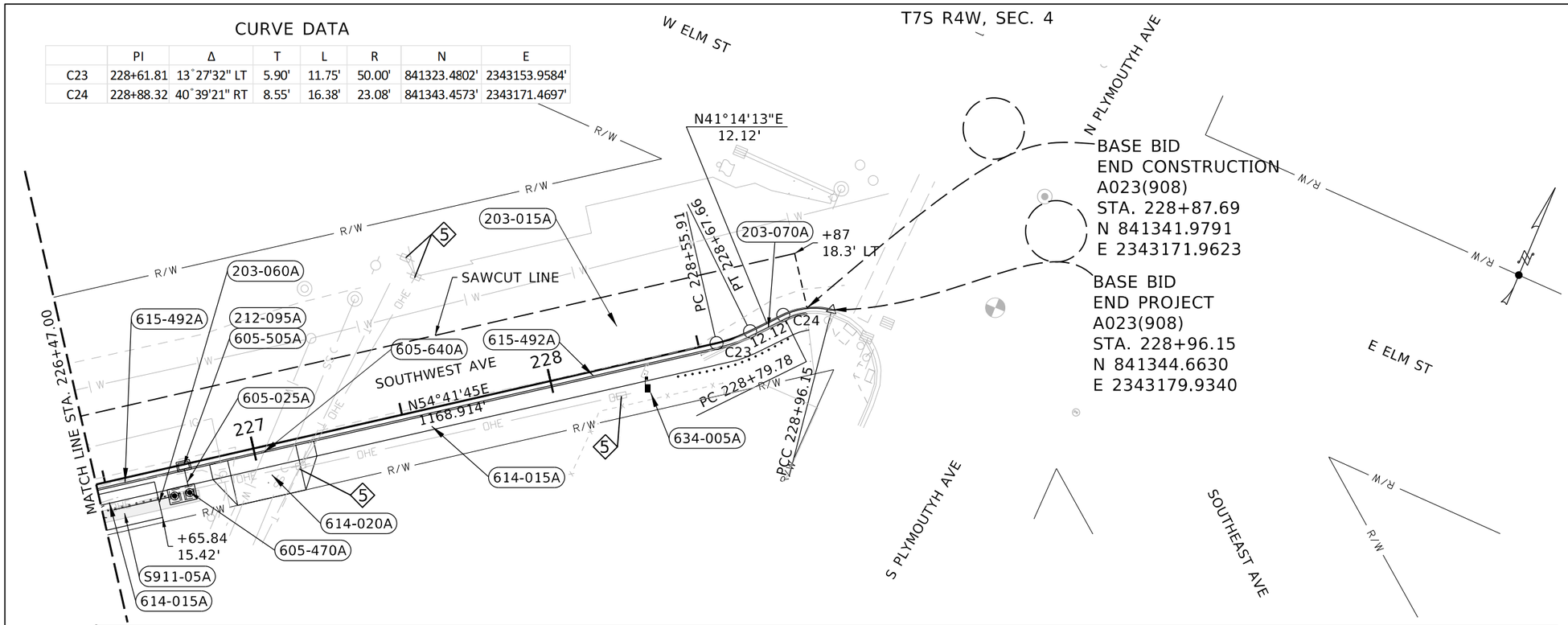
PLAN AND PROFILE - BASE BID
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO

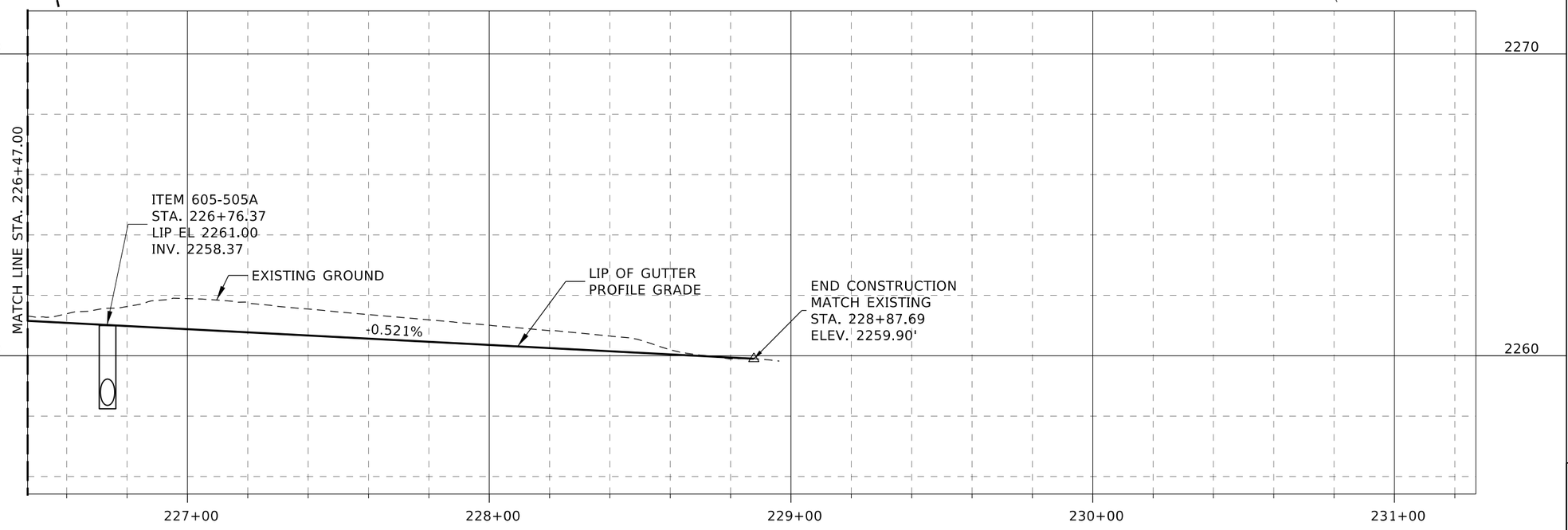
ENGLISH
COUNTY PAYETTE
KEY NUMBER 23908 23913
SHEET 18 OF 35

CURVE DATA

	PI	Δ	T	L	R	N	E
C23	228+61.81	13°27'32" LT	5.90'	11.75'	50.00'	841323.4802'	2343153.9584'
C24	228+88.32	40°39'21" RT	8.55'	16.38'	23.08'	841343.4573'	2343171.4697'

T7S R4W, SEC. 4





(203-015A) REMOVAL OF BITUMINOUS SURFACE
613 SY STA 226+47 TO 228+87 LT

(203-060A) REMOVAL OF SIDEWALK
13.6 SY STA 226+47 TO 226+79.6 RT

(203-070A) REMOVAL OF CURB & GUTTER
37.2 FT STA. 228+50.19 TO STA. 228+87.69

(212-095A) INLET PROTECTION
1 EACH STA. 226+76.37, 2.00' RT

(605-025A) 12" STORM SEWER PIPE
6 FT STA. 226+76.37, 4.42' RT
INV. IN 2258.37
INV. OUT 2258.35

(605-470A) SEDIMENT & OIL TRAP MANHOLE
1 EACH STA. 226+76.37, 9.42' RT

(605-505A) CATCH BASIN TYPE 1A
1 EACH STA. 226+76.37, 2.00' RT

(605-640A) ADJUST VALVE COVERS
1 EACH STA. 227+05 RT

(614-015A) SIDEWALK, W=5'
21 SY STA. 226+47.00 TO STA. 226+84.78
93.7 SY STA. 227+19.78 TO STA. 228+87.75

(614-020A) DRIVEWAY
51.7 SY STA. 227+02.28, 2.00' RT
W= 23'

(615-492A) CURB AND GUTTER TYPE 2
24.1 FT STA. 226+47.00 TO STA. 226+74.12
225.1 FT STA. 226+78.62 TO STA. 228+87.69

(634-005A) MAILBOX
1 EACH STA. 228+30.68, 8' RT

(S911-05A) SP SEEPAGE BED, W=12'
18.8 FT STA. 226+47.00, 15.42' RT - STA. 226+65.84, 15.42' RT

(5) RETAIN & PROTECT IDAHO POWER FACILITIES

REMOVE SIDEWALK

NOTES:
RETAIN & PROTECT ALL UTILITIES NOT IDENTIFIED FOR RELOCATION.

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW

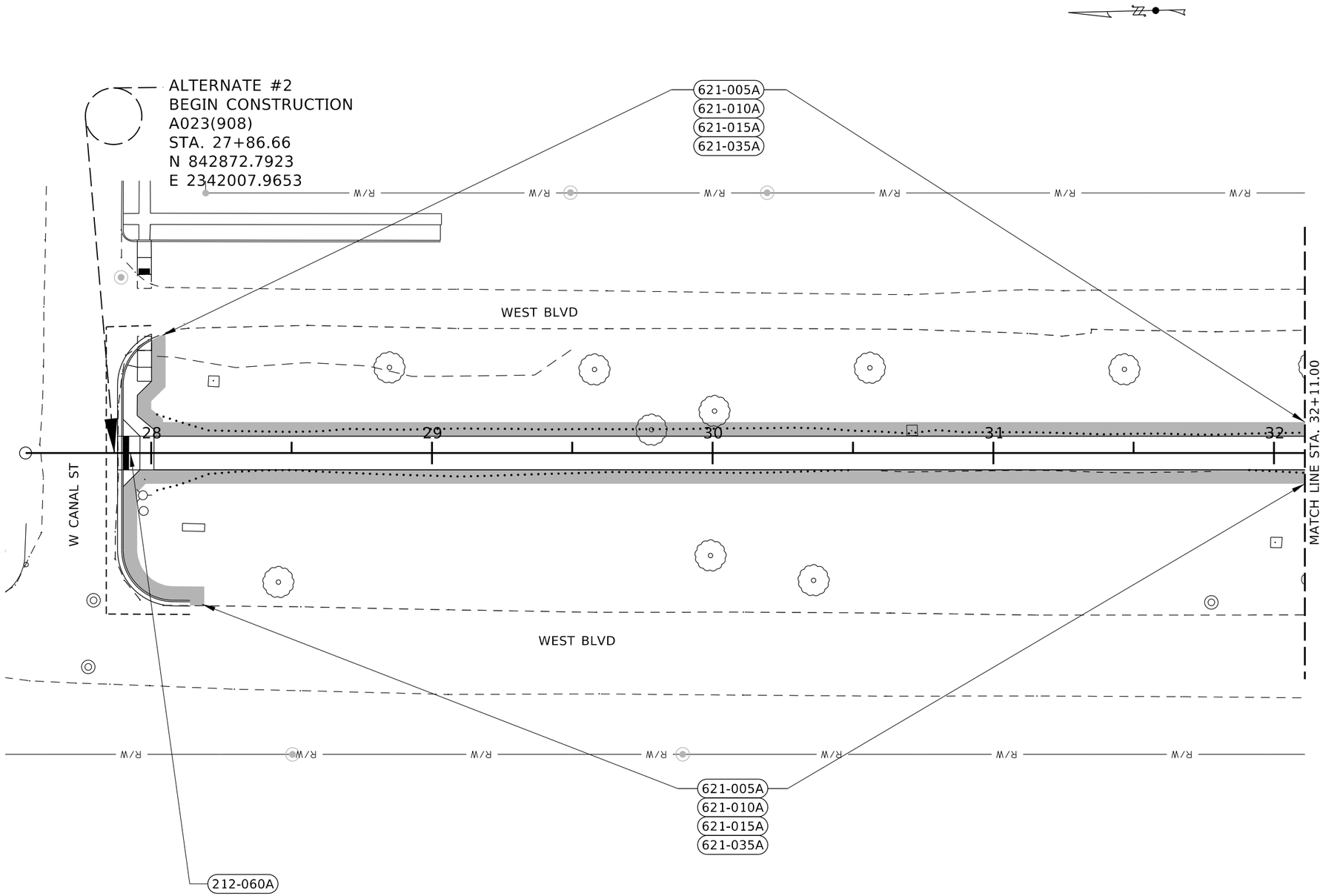
REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY	IDAHO TRANSPORTATION DEPARTMENT
DESIGN CHECKED H. NELSON		YOUR Safety→YOUR Mobility→YOUR Economic Opportunity
DETAILED G. FALLAR	CADD FILE NAME 23908_PLPR_001.dgn	HMH engineering
DRAWING CHECKED C. BARROW	DRAWING DATE: 27-AUG-2025	

PROJECT NO.
A023(908)
A023(913)

PLAN AND PROFILE - BASE BID
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO

ENGLISH
COUNTY PAYETTE
KEY NUMBER 23908 23913
SHEET 19 OF 35



212-060A STABILIZED CONSTRUCTION ENTRANCE
1 EACH, STA 27+90

621-005A SEED BED PREPARATION
0.051 ACRE, STA 27+95 - 32+11 LT
0.055 ACRE, STA 27+95 - 32+11 RT

621-010A SEEDING
0.051 ACRE, STA 27+95 - 32+11 LT
0.055 ACRE, STA 27+95 - 32+11 RT

621-015A MULCHING
0.051 ACRE, STA 27+95 - 32+11 LT
0.055 ACRE, STA 27+95 - 32+11 RT

621-035A FERTILIZER
0.051 ACRE, STA 27+95 - 32+11 LT
0.055 ACRE, STA 27+95 - 32+11 RT

NOTES:
A WIDTH OF 5' ON EACH SIDE OF PATHWAY ASSUMED FOR ESTIMATING BASIS FOR SEEDING AREA.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW
DESIGN CHECKED H. NELSON
DETAILED G. FALLAR
DRAWING CHECKED C. BARROW

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME 23908_EROS_001.dgn
DRAWING DATE: 27-AUG-2025

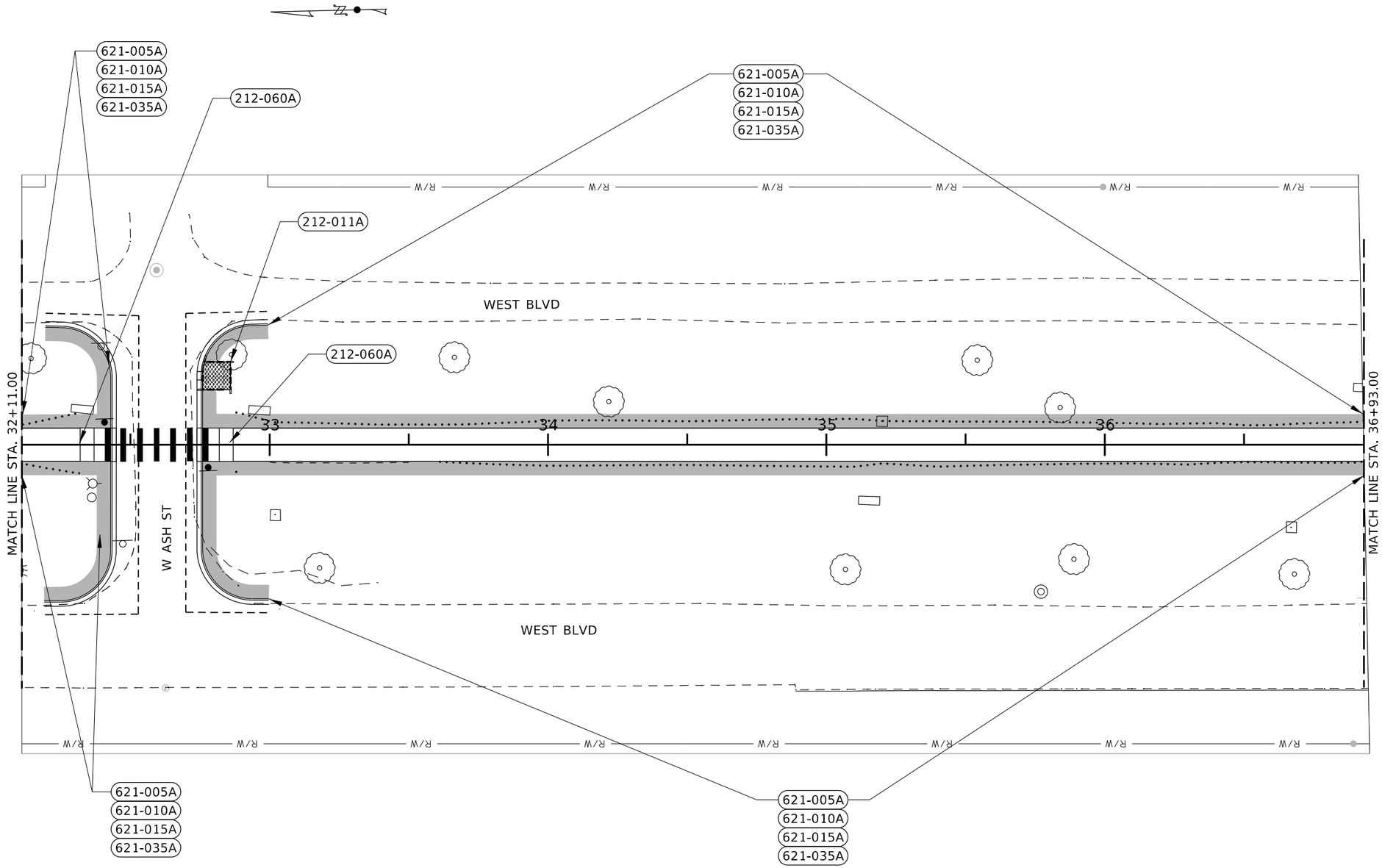
IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity
HMH engineering

PROJECT NO.
A023(908)
A023(913)

POLLUTION PREVENTION PLAN (PPP)
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO
ALTERNATE #2

ENGLISH
COUNTY PAYETTE
KEY NUMBER 23908 23913
SHEET 20 OF 35

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW



212-011A FIBER WATTLE

40 FT, STA 32+73.89 LT

212-060A STABILIZED CONSTRUCTION ENTRANCE

1 EACH, STA 32+29
1 EACH, STA 36+93

621-005A SEED BED PREPARATION

0.008 ACRE, STA 32+11 - 32+39 LT
0.010 ACRE, STA 32+11 - 32+39 RT
0.052 ACRE, STA 32+79 - 36+93 LT
0.054 ACRE, STA 32+90 - 36+93 RT

621-010A SEEDING

0.008 ACRE, STA 32+11 - 32+39 LT
0.010 ACRE, STA 32+11 - 32+39 RT
0.052 ACRE, STA 32+79 - 36+93 LT
0.054 ACRE, STA 32+90 - 36+93 RT

621-015A MULCHING

0.008 ACRE, STA 32+11 - 32+39 LT
0.010 ACRE, STA 32+11 - 32+39 RT
0.052 ACRE, STA 32+79 - 36+93 LT
0.054 ACRE, STA 32+90 - 36+93 RT

621-035A FERTILIZING

0.008 ACRE, STA 32+11 - 32+39 LT
0.010 ACRE, STA 32+11 - 32+39 RT
0.052 ACRE, STA 32+79 - 36+93 LT
0.054 ACRE, STA 32+90 - 36+93 RT

NOTES:
A WIDTH OF 5' ON EACH SIDE OF PATHWAY ASSUMED FOR ESTIMATING BASIS FOR SEEDING AREA.

DO NOT SEED OVER S901-05A, SP INFILTRATION SWALE. PROTECT INFILTRATION SWALE WITH 212-011A, FIBER WATTLE INSTALLED AROUND ENTIRE PERIMETER.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
DESIGN CHECKED H. NELSON	
DETAILED G. FALLAR	CADD FILE NAME 23908_EROS_001.dgn
DRAWING CHECKED C. BARROW	DRAWING DATE: 27-AUG-2025

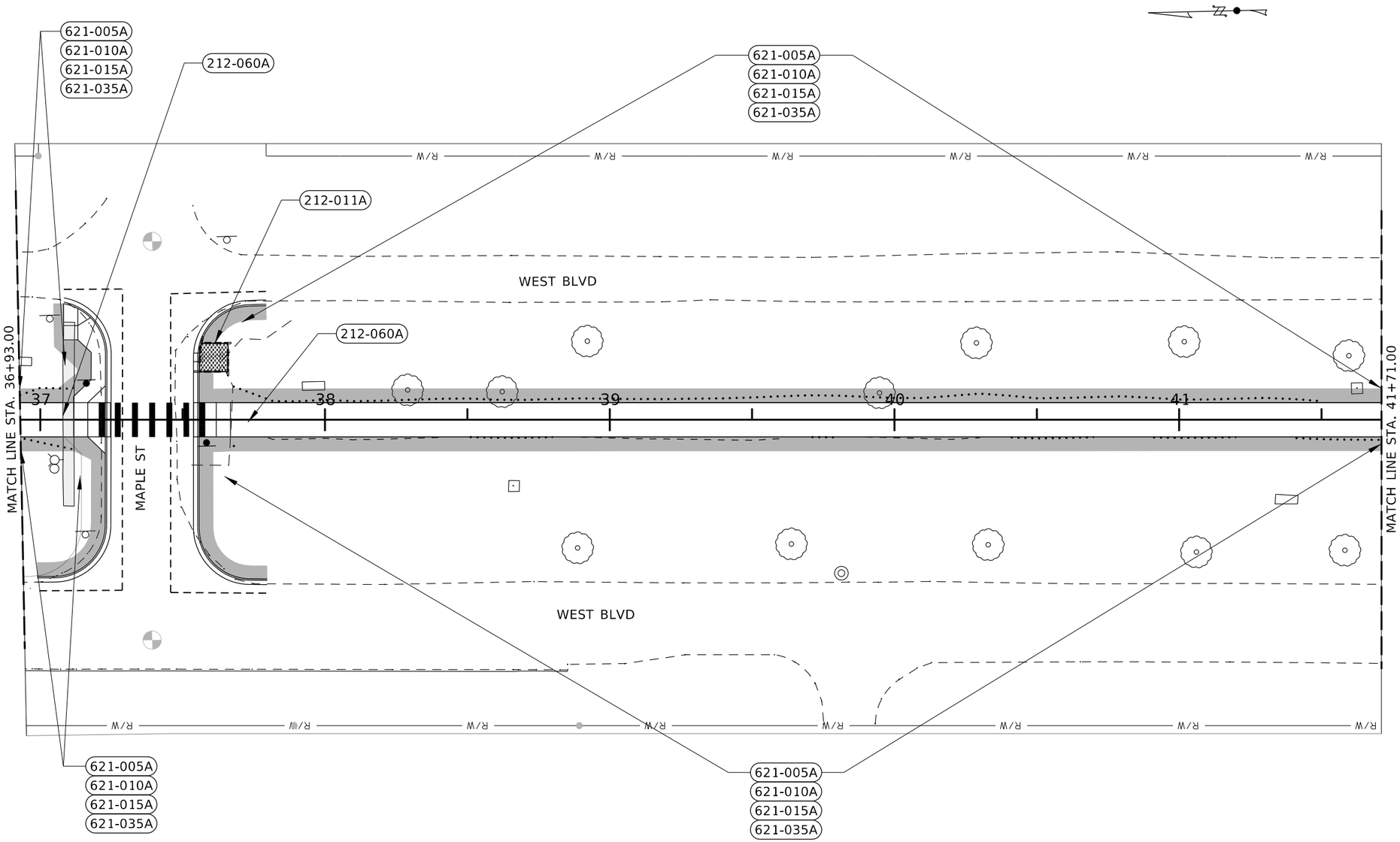
IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity
HMH engineering

PROJECT NO.	POLLUTION PREVENTION PLAN (PPP)
A023(908) A023(913)	NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4 PAYETTE CO ALTERNATE #2

ENGLISH

COUNTY	PAYETTE
KEY NUMBER	23908 23913
SHEET	21 OF 35

PROFESSIONAL ENGINEER
LICENSED
19002
08/27/2025
STATE OF IDAHO
COREY BARROW



212-011A FIBER WATTLE

40 FT, STA 37+53.82 LT

212-060A STABILIZED CONSTRUCTION ENTRANCE

1 EACH, STA 37+03
1 EACH, STA 41+71

621-005A SEED BED PREPARATION

0.005 ACRE, STA 36+93 - 37+10 LT
0.009 ACRE, STA 36+93 - 37+14 RT
0.052 ACRE, STA 37+64 - 41+71 LT
0.054 ACRE, STA 37+64 - 41+71 RT

621-010A SEED BED PREPARATION

0.005 ACRE, STA 36+93 - 37+10 LT
0.009 ACRE, STA 36+93 - 37+14 RT
0.052 ACRE, STA 37+64 - 41+71 LT
0.054 ACRE, STA 37+64 - 41+71 RT

621-015A SEED BED PREPARATION

0.005 ACRE, STA 36+93 - 37+10 LT
0.009 ACRE, STA 36+93 - 37+14 RT
0.052 ACRE, STA 37+64 - 41+71 LT
0.054 ACRE, STA 37+64 - 41+71 RT

621-035A SEED BED PREPARATION

0.005 ACRE, STA 36+93 - 37+10 LT
0.009 ACRE, STA 36+93 - 37+14 RT
0.052 ACRE, STA 37+64 - 41+71 LT
0.054 ACRE, STA 37+64 - 41+71 RT

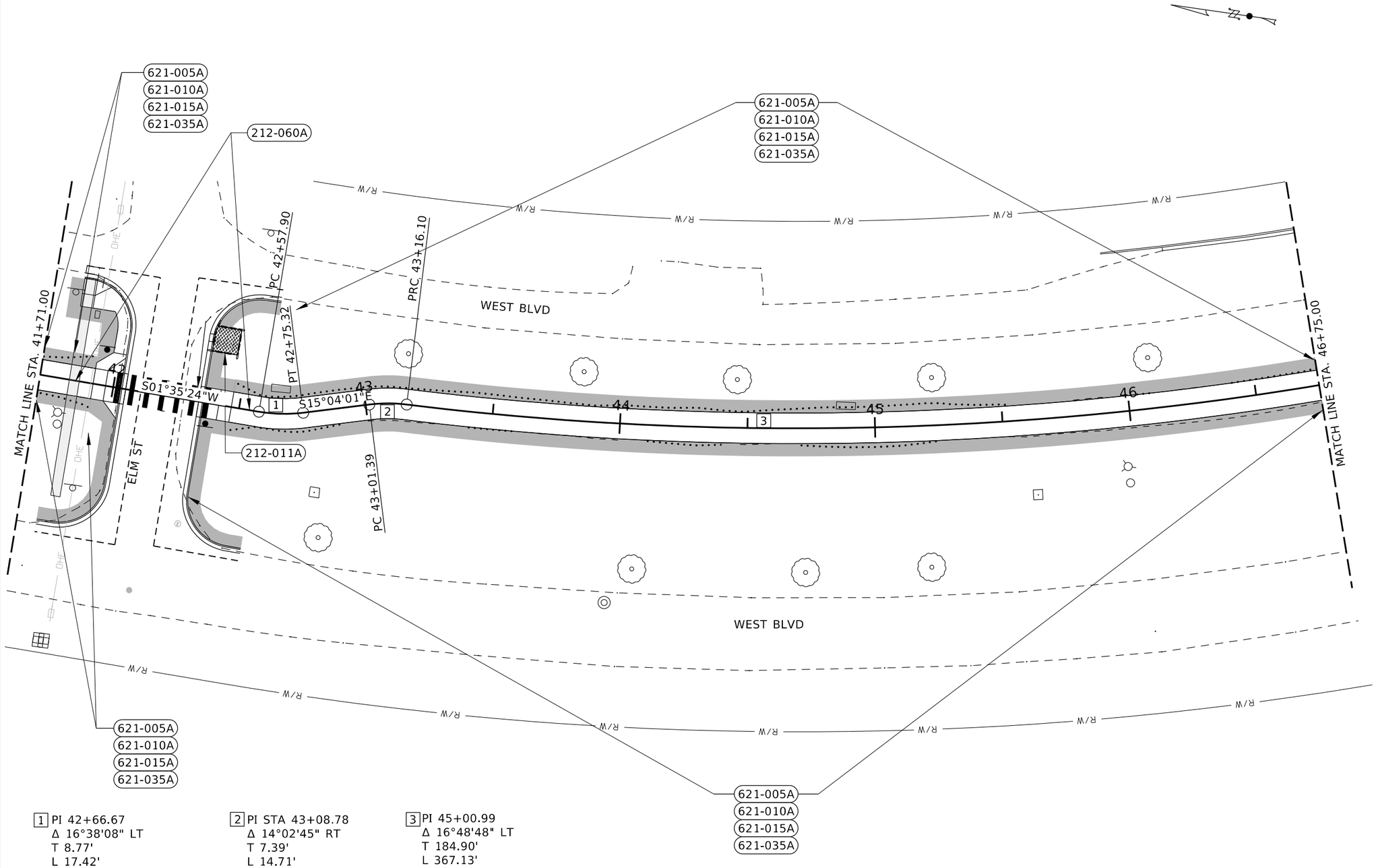
NOTES:
A WIDTH OF 5' ON EACH SIDE OF PATHWAY ASSUMED FOR ESTIMATING BASIS FOR SEEDING AREA.

DO NOT SEED OVER S901-05A, SP INFILTRATION SWALE. PROTECT INFILTRATION SWALE WITH 212-011A, FIBER WATTLE INSTALLED AROUND ENTIRE PERIMETER.

EROSION & SEDIMENT CONTROL PLAN

REVISIONS				DESIGNED	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY	IDAHO TRANSPORTATION DEPARTMENT	PROJECT NO.	POLLUTION PREVENTION PLAN (PPP)	ENGLISH
NO.	DATE	BY	DESCRIPTION	C. BARROW		YOUR Safety→YOUR Mobility→YOUR Economic Opportunity	A023(908) A023(913)	NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4 PAYETTE CO ALTERNATE #2	COUNTY PAYETTE
				DESIGN CHECKED H. NELSON					KEY NUMBER 23908 23913
				DETAILED G. FALLAR	CADD FILE NAME 23908_EROS_001.dgn	HMH engineering			SHEET 22 OF 35
				DRAWING CHECKED C. BARROW	DRAWING DATE: 27-AUG-2025				

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW



1 PI 42+66.67
Δ 16°38'08" LT
T 8.77'
L 17.42'
R 60.00'
N. 841393.5488'
E. 2341966.9086'

2 PI STA 43+08.78
Δ 14°02'45" RT
T 7.39'
L 14.71'
R 60.00'
N. 841352.7658'
E. 2341977.8875'

3 PI 45+00.99
Δ 16°48'48" LT
T 184.90'
L 367.13'
R 1251.11'
N. 841160.5097'
E. 2341981.3141'

212-011A FIBER WATTLE

40 FT, STA 42+33.93 LT

212-060A STABILIZED CONSTRUCTION ENTRANCE

1 EACH, STA 41+89
1 EACH, STA 46+75

621-005A SEED BED PREPARATION

0.004 ACRE, STA 41+71 - 41+83 LT
0.009 ACRE, STA 41+71 - 41+94 RT
0.053 ACRE, STA 42+45 - 46+75 LT
0.055 ACRE, STA 42+45 - 46+75 RT

621-010A SEEDING

0.004 ACRE, STA 41+71 - 41+83 LT
0.009 ACRE, STA 41+71 - 41+94 RT
0.053 ACRE, STA 42+45 - 46+75 LT
0.055 ACRE, STA 42+45 - 46+75 RT

621-015A MULCHING

0.004 ACRE, STA 41+71 - 41+83 LT
0.009 ACRE, STA 41+71 - 41+94 RT
0.053 ACRE, STA 42+45 - 46+75 LT
0.055 ACRE, STA 42+45 - 46+75 RT

621-035A FERTILIZER

0.004 ACRE, STA 41+71 - 41+83 LT
0.009 ACRE, STA 41+71 - 41+94 RT
0.053 ACRE, STA 42+45 - 46+75 LT
0.055 ACRE, STA 42+45 - 46+75 RT

NOTES:
A WIDTH OF 5' ON EACH SIDE OF PATHWAY ASSUMED FOR ESTIMATING BASIS FOR SEEDING AREA.

DO NOT SEED OVER S901-05A, SP INFILTRATION SWALE. PROTECT INFILTRATION SWALE WITH 212-011A, FIBER WATTLE INSTALLED AROUND ENTIRE PERIMETER.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	C. BARROW
DESIGN CHECKED	H. NELSON
DETAILED	G. FALLAR
DRAWING CHECKED	C. BARROW

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME 23908_EROS_001.dgn

DRAWING DATE: 27-AUG-2025

IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

HMH engineering

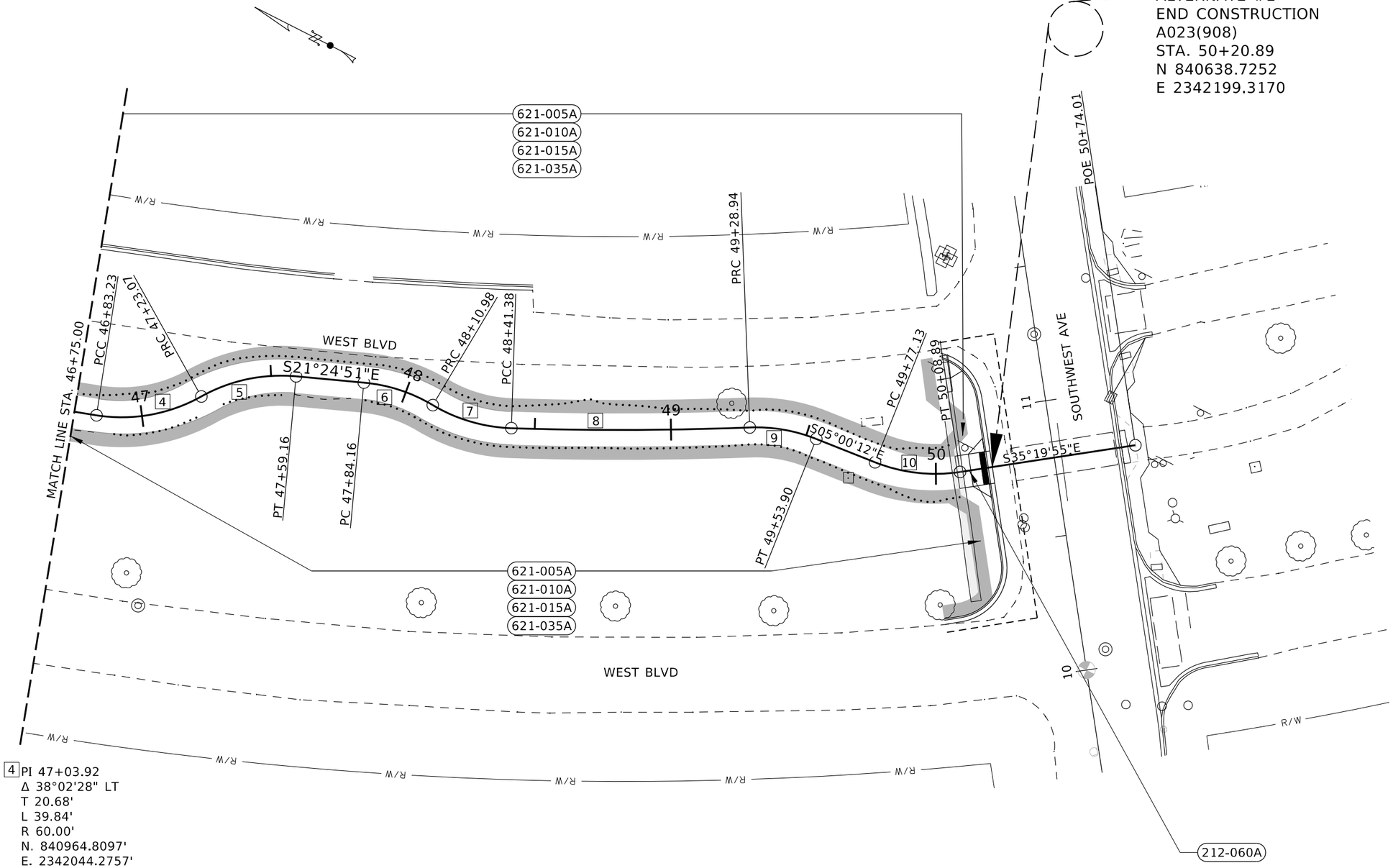
PROJECT NO.
A023(908)
A023(913)

POLLUTION PREVENTION PLAN (PPP)
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO
ALTERNATE #2

ENGLISH

COUNTY	PAYETTE
KEY NUMBER	23908 23913
SHEET	23 OF 35

PROFESSIONAL ENGINEER
LICENSED
19002
08/27/2025
STATE OF IDAHO
COREY BARROW



4 PI 47+03.92
Δ 38°02'28" LT
T 20.68'
L 39.84'
R 60.00'
N. 840964.8097'
E. 2342044.2757'

5 PI STA 47+41.68
Δ 34°27'41" RT
T 18.61'
L 36.09'
R 60.00'
N. 840942.7698'
E. 2342076.8042'

6 PI STA 47+97.80
Δ 25°37'04" RT
T 13.64'
L 26.83'
R 60.00'
N. 840889.4723'
E. 2342097.7063'

7 PI 48+26.52
Δ 29°01'46" LT
T 15.53'
L 30.40'
R 60.00'
N. 840860.3761'
E. 2342095.5645'

8 PI 48+85.18
Δ 04°00'35" LT
T 43.80'
L 87.56'
R 1251.11'
N. 840806.5284'
E. 2342120.4751'

9 PI STA 49+41.60
Δ 23°49'56" RT
T 12.66'
L 24.96'
R 60.00'
N. 840757.0702'
E. 2342147.7052'

10 PI 49+93.39
Δ 30°19'42" LT
T 16.26'
L 31.76'
R 60.00'
N. 840705.1169'
E. 2342152.2536'

212-060A STABILIZED CONSTRUCTION ENTRANCE
1 EACH, STA 50+10

621-005A SEED BED PREPARATION
0.040 ACRE, STA 46+75 - 50+14 LT
0.042 ACRE, STA 46+75 - 50+14 RT

621-010A SEED BED PREPARATION
0.040 ACRE, STA 46+75 - 50+14 LT
0.042 ACRE, STA 46+75 - 50+14 RT

621-015A SEED BED PREPARATION
0.040 ACRE, STA 46+75 - 50+14 LT
0.042 ACRE, STA 46+75 - 50+14 RT

621-035A SEED BED PREPARATION
0.040 ACRE, STA 46+75 - 50+14 LT
0.042 ACRE, STA 46+75 - 50+14 RT

NOTES:
A WIDTH OF 5' ON EACH SIDE OF PATHWAY ASSUMED FOR ESTIMATING BASIS FOR SEEDING AREA.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW
DESIGN CHECKED H. NELSON
DETAILED G. FALLAR
DRAWING CHECKED C. BARROW

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME 23908_EROS_001.dgn
DRAWING DATE: 27-AUG-2025

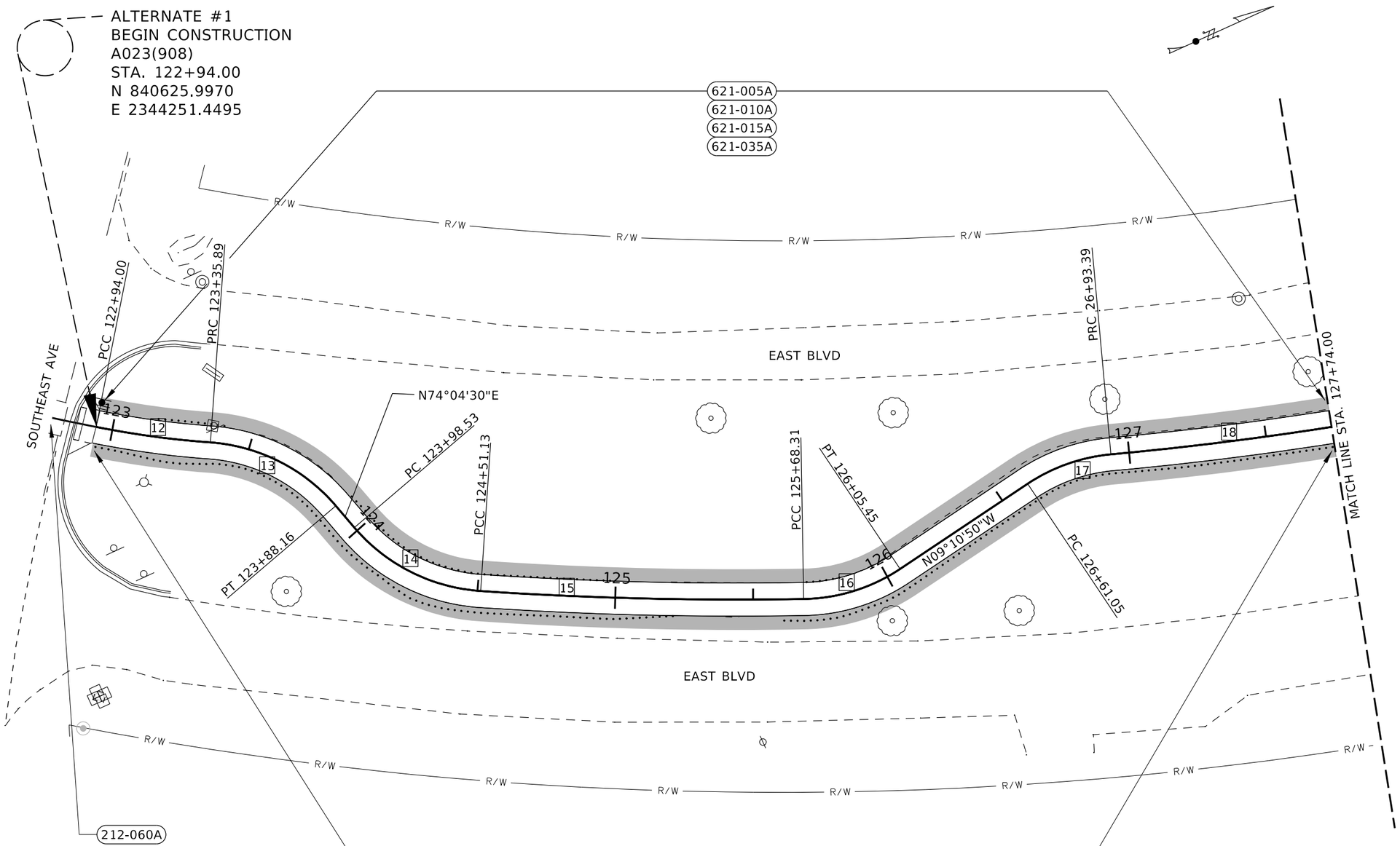
IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity
HMH engineering

PROJECT NO.
A023(908)
A023(913)

POLLUTION PREVENTION PLAN (PPP)
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO
ALTERNATE #2

ENGLISH
COUNTY PAYETTE
KEY NUMBER 23908 23913
SHEET 24 OF 35

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW



12 PI STA 123+14.97
Δ 07°09'56" LT
T 20.97'
L 41.89'
R 334.93'
N. 840642.9930'
E. 2344263.7338'

13 PI STA 123+63.48
Δ 45°22'55" RT
T 27.60'
L 52.28'
R 66.00'
N. 840685.5960'
E. 2344287.0516'

14 PI STA 124+26.32
Δ 45°40'08" LT
T 27.79'
L 52.61'
R 66.00'
N. 840703.6363'
E. 2344350.2773'

15 PI 125+09.76
Δ 04°51'04" LT
T 58.62'
L 117.18'
R 1384.00'
N. 840779.6460'
E. 2344391.3862'

16 PI STA 125+87.40
Δ 32°44'08" LT
T 19.09'
L 37.14'
R 65.00'
N. 840850.8852'
E. 2344422.4435'

17 PI STA 126+77.56
Δ 28°30'25" RT
T 16.51'
L 32.34'
R 65.00'
N. 840940.9225'
E. 2344407.8921'

18 PI STA 128+91.62
Δ 18°02'42" LT
T 198.23'
L 393.18'
R 1248.40'
N. 841143.5641'
E. 2344478.9611'

212-060A STABILIZED CONSTRUCTION ENTRANCE
1 EACH, STA 122+78

621-005A SEED BED PREPARATION
0.054 ACRE, STA 122+94 - 127+74 LT
0.054 ACRE, STA 122+94 - 127+74 RT

621-010A SEEDING
0.054 ACRE, STA 122+94 - 127+74 LT
0.054 ACRE, STA 122+94 - 127+74 RT

621-015A MULCHING
0.054 ACRE, STA 122+94 - 127+74 LT
0.054 ACRE, STA 122+94 - 127+74 RT

621-035A FERTILIZER
0.054 ACRE, STA 122+94 - 127+74 LT
0.054 ACRE, STA 122+94 - 127+74 RT

NOTES:
A WIDTH OF 5' ON EACH SIDE OF PATHWAY ASSUMED FOR ESTIMATING BASIS FOR SEEDING AREA.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
DESIGN CHECKED H. NELSON	
DETAILED G. FALLAR	CADD FILE NAME 23908_EROS_001.dgn
DRAWING CHECKED C. BARROW	DRAWING DATE: 27-AUG-2025

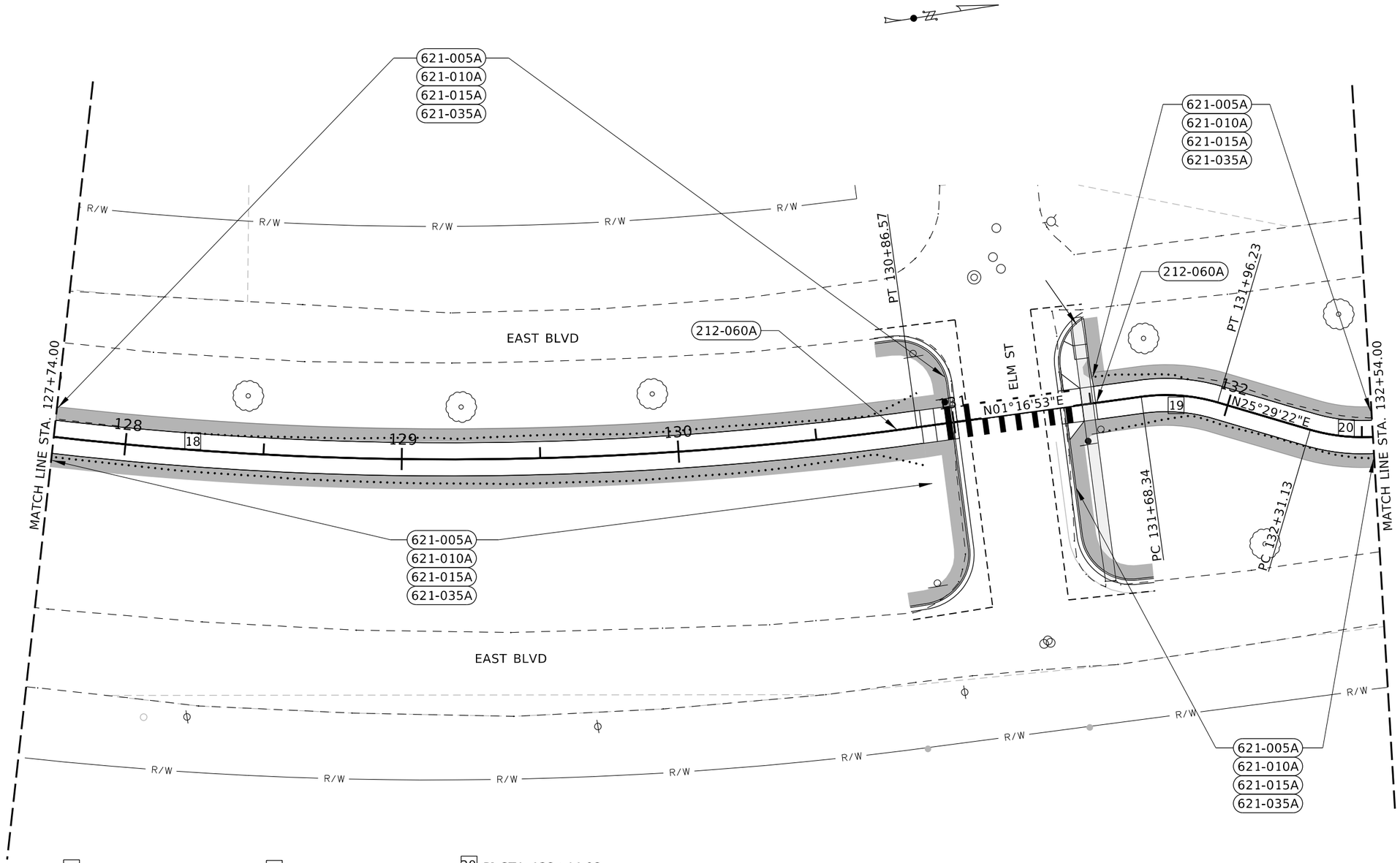
IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity
HMH engineering

PROJECT NO.	POLLUTION PREVENTION PLAN (PPP)
A023(908) A023(913)	NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4 PAYETTE CO ALTERNATE #1

ENGLISH

COUNTY	PAYETTE
KEY NUMBER	23908 23913
SHEET	25 OF 35

PROFESSIONAL ENGINEER
LICENSED
19002
08/27/2025
STATE OF IDAHO
COREY BARROW



18 PI STA 128+91.62
Δ 18°02'42" LT
T 198.23'
L 393.18'
R 1248.40'
N. 841143.5641'
E. 2344478.9611'

19 PI STA 131+82.50
Δ 24°12'29" RT
T 14.15'
L 27.89'
R 66.00'
N. 841437.6506'
E. 2344485.5392'

20 PI STA 132+44.92
Δ 23°36'47" LT
T 13.80'
L 27.20'
R 66.00'
N. 841494.3803'
E. 2344512.5851'

212-060A STABILIZED CONSTRUCTION ENTRANCE
1 EACH, STA 130+80
1 EACH, STA 132+54

621-005A SEED BED PREPARATION
0.040 ACRE, STA 122+74 - 130+90 LT
0.044 ACRE, STA 122+74 - 130+90 RT
0.014 ACRE, STA 131+49 - 132+54 LT
0.020 ACRE, STA 131+41 - 132+54 RT

621-010A SEEDING
0.040 ACRE, STA 122+74 - 130+90 LT
0.044 ACRE, STA 122+74 - 130+90 RT
0.014 ACRE, STA 131+49 - 132+54 LT
0.020 ACRE, STA 131+41 - 132+54 RT

621-015A MULCHING
0.040 ACRE, STA 122+74 - 130+90 LT
0.044 ACRE, STA 122+74 - 130+90 RT
0.014 ACRE, STA 131+49 - 132+54 LT
0.020 ACRE, STA 131+41 - 132+54 RT

621-035A FERTILIZER
0.040 ACRE, STA 122+74 - 130+90 LT
0.044 ACRE, STA 122+74 - 130+90 RT
0.014 ACRE, STA 131+49 - 132+54 LT
0.020 ACRE, STA 131+41 - 132+54 RT

NOTES:
A WIDTH OF 5' ON EACH SIDE OF PATHWAY ASSUMED FOR ESTIMATING BASIS FOR SEEDING AREA.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW
DESIGN CHECKED H. NELSON
DETAILED G. FALLAR
DRAWING CHECKED C. BARROW

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME 23908_EROS_001.dgn

DRAWING DATE: 27-AUG-2025

IDAHO TRANSPORTATION DEPARTMENT
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HMH engineering

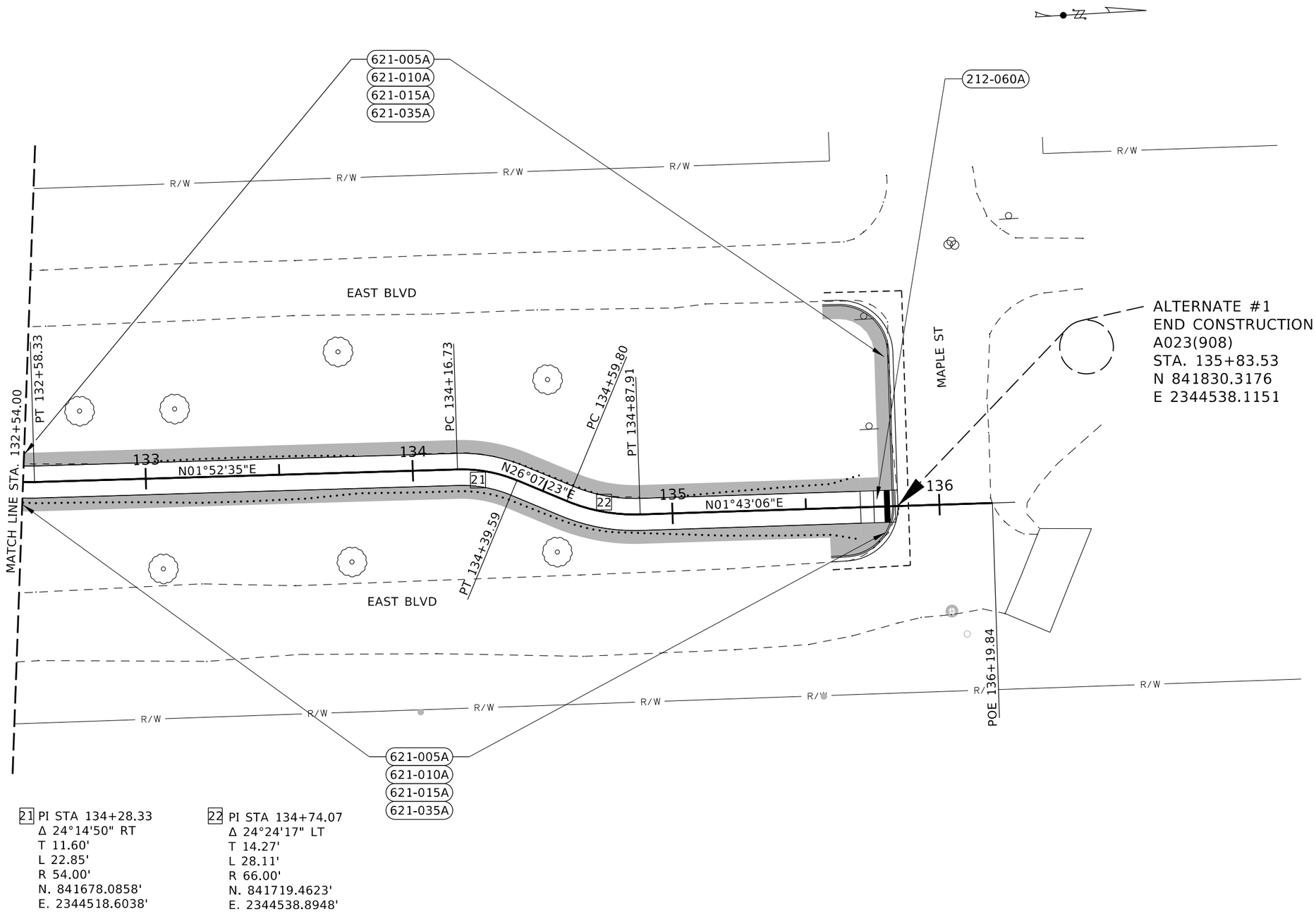
PROJECT NO.
A023(908)
A023(913)

POLLUTION PREVENTION PLAN (PPP)
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO
ALTERNATE #1

ENGLISH

COUNTY PAYETTE
KEY NUMBER 23908 23913
SHEET 26 OF 35

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW



21 PI STA 134+28.33
Δ 24°14'50" RT
T 11.60'
L 22.85'
R 54.00'
N. 841678.0858'
E. 2344518.6038'

22 PI STA 134+74.07
Δ 24°24'17" LT
T 14.27'
L 28.11'
R 66.00'
N. 841719.4623'
E. 2344538.8948'

212-060A STABILIZED CONSTRUCTION ENTRANCE
1 EACH, STA 135+80

621-005A SEED BED PREPARATION
0.046 ACRE, STA 132+54 - 135+82 LT
0.040 ACRE, STA 132+54 - 135+81 RT

621-010A SEEDING
0.046 ACRE, STA 132+54 - 135+82 LT
0.040 ACRE, STA 132+54 - 135+81 RT

621-015A MULCHING
0.046 ACRE, STA 132+54 - 135+82 LT
0.040 ACRE, STA 132+54 - 135+81 RT

621-035A FERTILIZER
0.046 ACRE, STA 132+54 - 135+82 LT
0.040 ACRE, STA 132+54 - 135+81 RT

NOTES:
A WIDTH OF 5' ON EACH SIDE OF PATHWAY ASSUMED FOR ESTIMATING BASIS FOR SEEDING AREA.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW
DESIGN CHECKED H. NELSON
DETAILED G. FALLAR
DRAWING CHECKED C. BARROW

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME 23908_EROS_001.dgn
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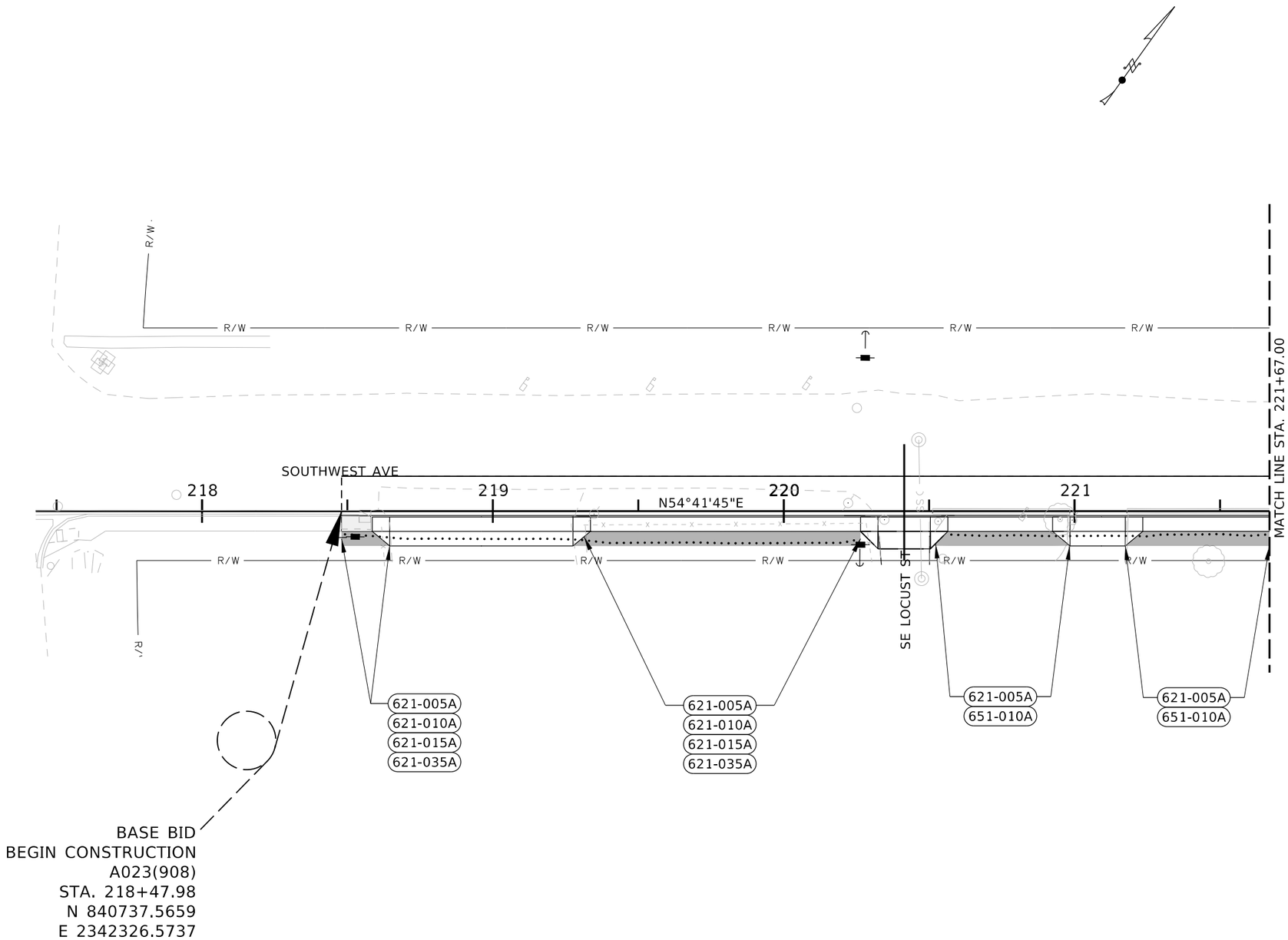
IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity
HMH engineering

PROJECT NO.
A023(908)
A023(913)

POLLUTION PREVENTION PLAN (PPP)
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO
ALTERNATE #1

ENGLISH
COUNTY PAYETTE
KEY NUMBER 23908 23913
SHEET 27 OF 35

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW



621-005A SEED BED PREPARATION

0.001 ACRE, STA 218+48 - 218+64 RT
0.011 ACRE, STA 219+27 - 220+26 RT
0.005 ACRE, STA 220+52 - 220+99 RT
0.005 ACRE, STA 221+18 - 221+67 RT

621-010A SEEDING

0.001 ACRE, STA 218+48 - 218+64 RT
0.011 ACRE, STA 219+27 - 220+26 RT

621-015A MULCH

0.001 ACRE, STA 218+48 - 218+64 RT
0.011 ACRE, STA 219+27 - 220+26 RT

621-035A FERTILIZER

0.001 ACRE, STA 218+48 - 218+64 RT
0.011 ACRE, STA 219+27 - 220+26 RT

651-010A LAWN CONSTRUCTION (SODDED)

218 SF, STA 220+52 - 220+99 RT
218 SF, STA 221+18 - 221+67 RT

NOTES:
A WIDTH OF 5' BEHIND BACK OF SIDEWALK ASSUMED FOR ESTIMATING BASIS FOR SEEDING OR SODDING AREA.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW
DESIGN CHECKED H. NELSON
DETAILED G. FALLAR
DRAWING CHECKED C. BARROW

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME 23908_EROS_001.dgn
DRAWING DATE: 27-AUG-2025

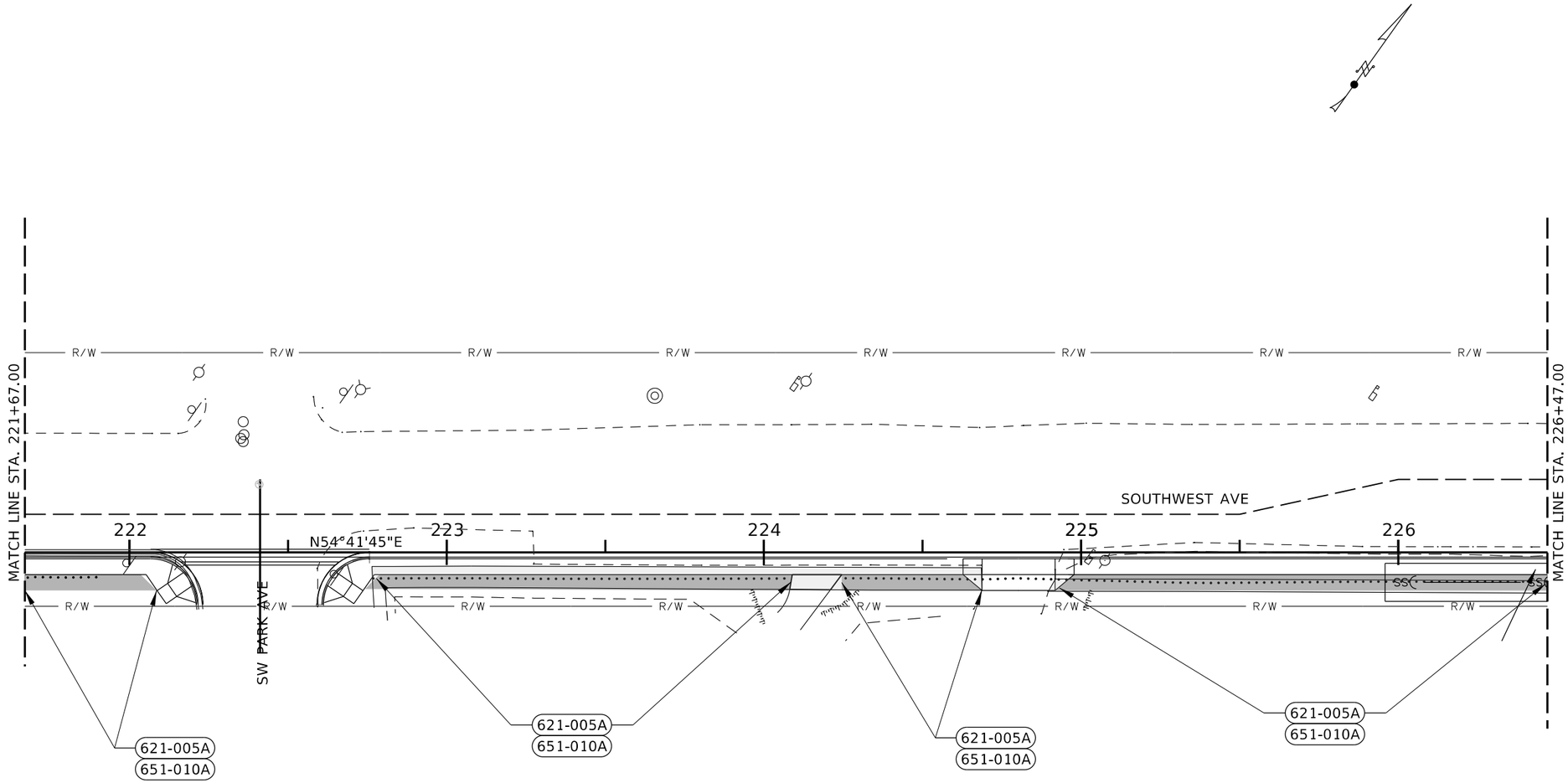
IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity
HMH engineering

PROJECT NO.
A023(908)
A023(913)

POLLUTION PREVENTION PLAN (PPP)
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO
BASE BID

ENGLISH
COUNTY PAYETTE
KEY NUMBER 23908 23913
SHEET 28 OF 35

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW



621-005A SEED BED PREPARATION

0.005 ACRE, STA 221+67 - 222+09 RT
0.014 ACRE, STA 222+74 - 224+08 RT
0.005 ACRE, STA 224+25 - 224+69 RT
0.017 ACRE, STA 224+92 - 226+47 RT

651-010A LAWN CONSTRUCTION (SODDED)

218 SF, STA 221+67 - 222+09 RT
610 SF, STA 222+74 - 224+08 RT
218 SF, STA 224+25 - 224+69 RT
741 SF, STA 224+92 - 226+47 RT

NOTES:
A WIDTH OF 5' BEHIND BACK OF SIDEWALK ASSUMED FOR ESTIMATING BASIS FOR SEEDING OR SODDING AREA.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW
DESIGN CHECKED H. NELSON
DETAILED G. FALLAR
DRAWING CHECKED C. BARROW

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

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IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

HMH engineering

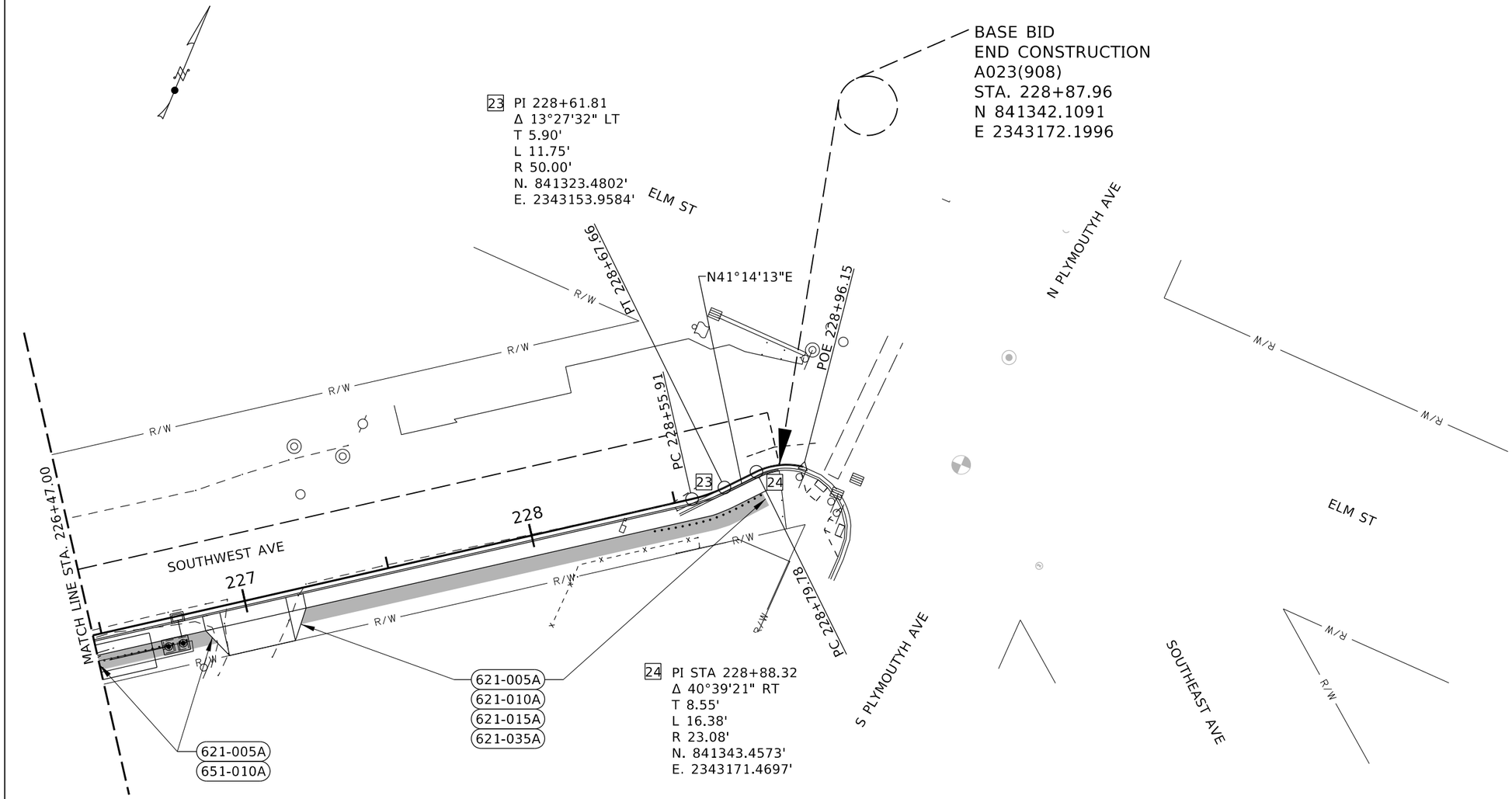
PROJECT NO.
A023(908)
A023(913)

POLLUTION PREVENTION PLAN (PPP)
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO
BASE BID

ENGLISH

COUNTY PAYETTE
KEY NUMBER 23908 23913
SHEET 29 OF 35

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW



621-005A SEED BED PREPARATION
0.004 ACRE, STA 226+47 - 226+88 RT
0.019 ACRE, STA 227+17 - 228+77 RT

621-010A SEEDING
0.019 ACRE, STA 227+17 - 228+77 RT

621-015A MULCHING
0.019 ACRE, STA 227+17 - 228+77 RT

621-035A FERTILIZER
0.019 ACRE, STA 227+17 - 228+77 RT

651-010A LAWN CONSTRUCTION (SODDED)
174 SF, STA 226+47 - 226+88 RT

NOTES:
A WIDTH OF 5' BEHIND BACK OF SIDEWALK ASSUMED FOR ESTIMATING BASIS FOR SEEDING OR SODDING AREA.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW
DESIGN CHECKED H. NELSON
DETAILED G. FALLAR
DRAWING CHECKED C. BARROW

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

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IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

HMH engineering

PROJECT NO.
A023(908)
A023(913)

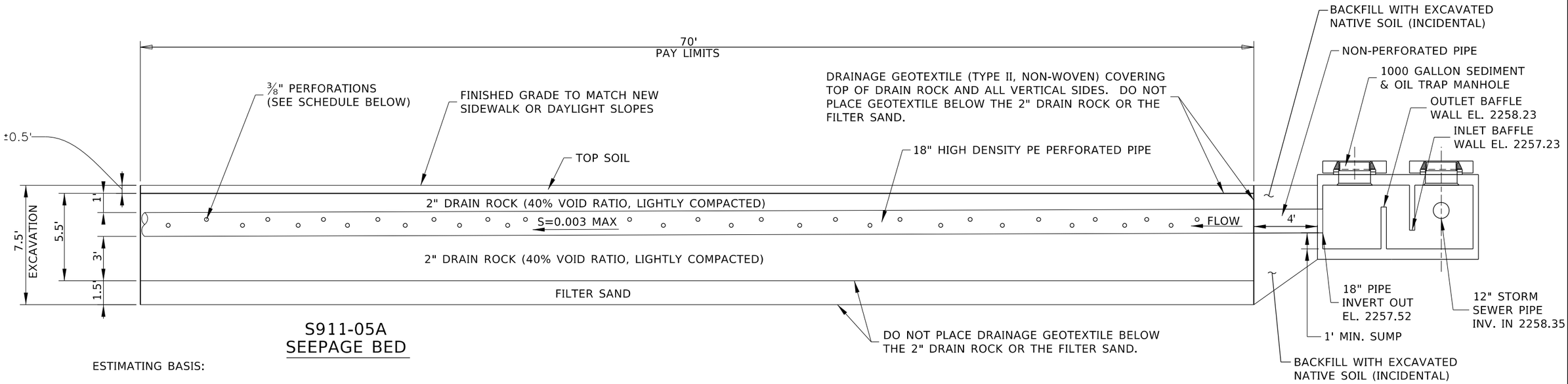
POLLLUTION PREVENTION PLAN (PPP)
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO
BASE BID

ENGLISH

COUNTY PAYETTE
KEY NUMBER 23908 23913
SHEET 30 OF 35

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW

DRAINAGE DETAILS
N.T.S.



S911-05A
SEEPAGE BED

ESTIMATING BASIS:

FOOTPRINT/SURFACE AREA = 840 SF (0.02 ACRE), BASED ON 70 FT LENGTH X 12 FT WIDE.

DEPTH = APPROX. 7.5 FT TO BOTTOM OF FILTER SAND LAYER.

REQUIRED LENGTH OF 18" HDPE PERFORATED PIPE = 74 FT (70 FEET PERFORATED, 4 FEET NON-PERFORATED, CENTERED IN 12 FOOT WIDE AREA AS SHOWN ABOVE.)

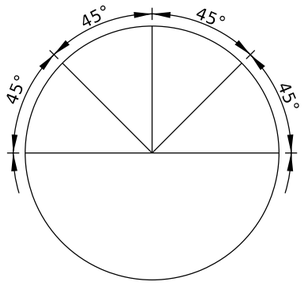
REQUIRED VOLUME OF 2" DRAIN ROCK = 229 CY (EXCLUDES PIPE VOLUME)

REQUIRED VOLUME OF FILTER SAND = 47 CY

REQUIRED VOLUME OF TOPSOIL = 16 CY (APPROX.)

REQUIRED AREA OF DRAINAGE GEOTEXTILE = 230 SY

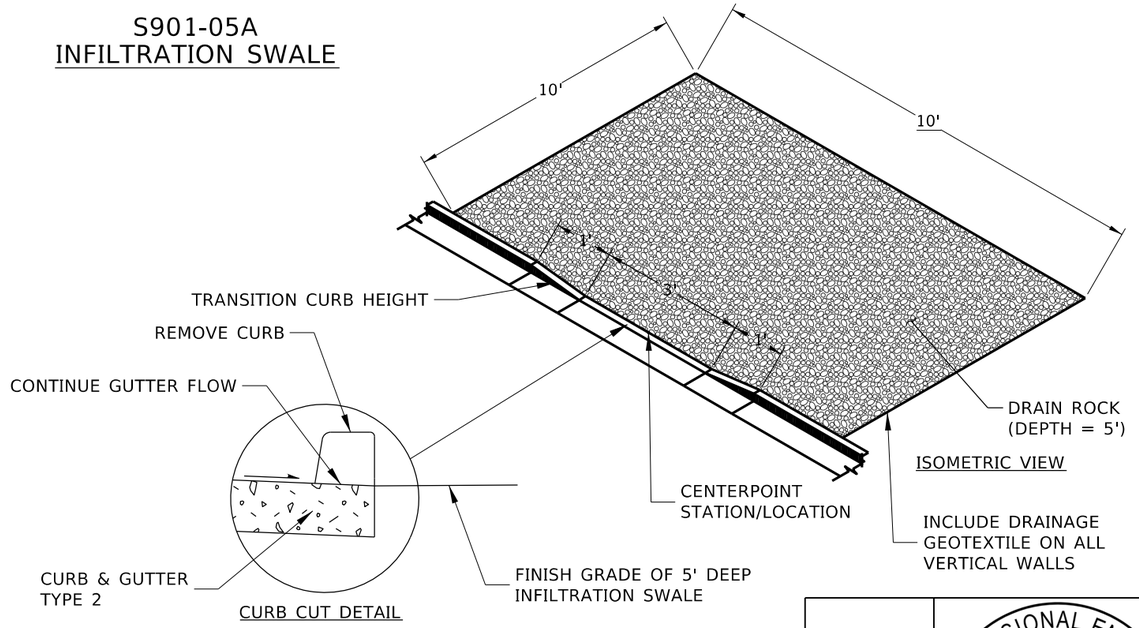
MATERIAL SALVAGED FROM THE TOP 12 INCHES OF EXCAVATION MAY BE USED AS TOPSOIL ABOVE THE DRAIN ROCK LAYER, AS APPROVED, IN ACCORDANCE WITH SECTION 213, TOPSOIL.



18" PERF PIPE

PERFORATION SCHEDULE:
3/8" PERFORATIONS IN ALL VALLEYS OF
CORRUGATED PIPE, 5 EA ON 18" PIPE.

S901-05A
INFILTRATION SWALE



REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
DESIGN CHECKED H. NELSON	
DETAILED G. FALLAR	CADD FILE NAME 23908_DETL_001.dgn
DRAWING CHECKED C. BARROW	DRAWING DATE: 27-AUG-2025

IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity
HMH engineering

PROJECT NO.	DRAINAGE DETAILS
A023(908) A023(913)	NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4 PAYETTE CO

ENGLISH

COUNTY PAYETTE

KEY NUMBER 23908 23913

SHEET 31 OF 35

PROFESSIONAL ENGINEER
LICENSED
19002
08/27/2025
STATE OF IDAHO
COREY BARROW

SIGN ASSEMBLY	STATION, OFFSET (XXX+XX.XX, RT/LT, SHLD. OR MEDIAN IF ON DIVIDED HWY)	RAMP NUMBER OR LOCAL STREET	FOUNDATION SIZE (INxIN OR INxINxIN)	POST TYPE (A-X, B-X, D-X, E-X)	OFFSET FROM SHLD. OR FACE OF CURB TO POST 1 CENTER (FT)	DISTANCE BETWEEN POSTS (IF USING 2 OR 3 POSTS, FT)	POST 1 LENGTH* (FT)	POST 2 LENGTH* (IF USING 2 OR 3 POSTS, FT)	POST 3 LENGTH* (IF USING 3 POSTS, FT)	DISTANCE FROM SHOULDER OR TOP OF CURB TO SIGN BOTTOM (FT)	SIGN TYPE (B-X, C-X, E)	SIGN DESIGNATION	SIGN SIZE† (INxIN)	SIGN AREA (SF)	SIGN BACKGROUND† COLOR	MAIN SIGN LEGEND† COLOR	SIGN BRACE WEIGHT (LBS)	SIGN BRACKET WEIGHT (LBS)	BRACKET NUMBER	NOTES (SIGN LEGEND, SIGN DESCRIPTION, ETC.)
	HORSESHOE PARK WEST PATH (ALTERNATE #2)																			
1	32+40, 35' LT		8x8		3.25															REMOVE AND REINSTALL EXISTING SIGN AND POST
2	32+41, 8' LT		8x8	E-2	3.25		10.75			7.0	B-1	W11-2	30x30	6.3	YELLOW	BLACK				
											B-1	W16-7P	21x15	2.2	YELLOW	BLACK				
3	32+47, 36' RT		8x8	E-2	3.25		10.50			7.0										REMOVE AND REINSTALL EXISTING SIGN ON NEW POST
4	32+78, 8' RT		8x8	E-2	3.25		10.75			7.0	B-1	W11-2	30x30	6.3	YELLOW	BLACK				
											B-1	W16-7P	21x15	2.2	YELLOW	BLACK				
5	37+03, 35' LT		8x8	E-2	2.25															REMOVE AND REINSTALL EXISTING SIGN AND POST
6	37+16, 13' LT		8x8	E-2	6.00		10.75			7.0	B-1	W11-2	30x30	6.3	YELLOW	BLACK				
											B-1	W16-7P	21x15	2.2	YELLOW	BLACK				
7	37+16, 40' RT		8x8		3.25															REMOVE AND REINSTALL EXISTING SIGN AND POST
8	37+58, 8' RT		8x8	E-2	3.25		10.75			7.0	B-1	W11-2	30x30	6.3	YELLOW	BLACK				
											B-1	W16-7P	21x15	2.2	YELLOW	BLACK				
9	41+79, 34' LT		8x8		2.25															REMOVE AND REINSTALL EXISTING SIGN AND POST
10	41+91, 42' RT		8x8		3.25															REMOVE AND REINSTALL EXISTING SIGN AND POST
11	41+96, 14' LT		8x8	E-2	3.25		10.75			7.0	B-1	W11-2	30x30	6.3	YELLOW	BLACK				
											B-1	W16-7P	21x15	2.2	YELLOW	BLACK				
12	42+38, 8' RT		8x8	E-2	3.25		10.75			7.0	B-1	W11-2	30x30	6.3	YELLOW	BLACK				
											B-1	W16-7P	21x15	2.2	YELLOW	BLACK				
13	49+99, 39' LT		8x8		2.25															REMOVE AND REINSTALL EXISTING SIGN AND POST
14	50+12, 8' LT		8x8		6.00															REMOVE AND REINSTALL EXISTING SIGN AND POST
	HORSESHOE PARK EAST PATH (ALTERNATE #1)																			
15	122+43, 10' RT				8.00						B-1	S1-1	36x36		YELLOW	BLACK				SIGNS MOUNTED ON RECTANGULAR RAPID FLASHING BEACON (RRFB) POST. SIGNS AND POST ARE PAID FOR UNDER ITEM 657-020A.
											B-1	W16-7P	21x15		YELLOW	BLACK				
											B-1	S1-1	36x36		YELLOW	BLACK				
											B-1	W16-7P	21x15		YELLOW	BLACK				
16	122+94, 6.5' LT				8.00						B-1	S1-1	36x36		YELLOW	BLACK				SIGNS MOUNTED ON RECTANGULAR RAPID FLASHING BEACON (RRFB) POST. SIGNS AND POST ARE PAID FOR UNDER ITEM 657-020A.
											B-1	W16-7P	21x15		YELLOW	BLACK				
											B-1	S1-1	36x36		YELLOW	BLACK				
											B-1	W16-7P	21x15		YELLOW	BLACK				
17	130+89, 27' LT		8x8		3.25															REMOVE AND REINSTALL EXISTING SIGN AND POST
18	130+98, 8' LT		8x8	E-2	3.25		10.75			7.0	B-1	W11-2	30x30	6.3	YELLOW	BLACK				
											B-1	W16-7P	21x15	2.2	YELLOW	BLACK				
19	130+86, 57' RT		8x8		3.25															REMOVE AND REINSTALL EXISTING SIGN AND POST
20	131+39, 13' RT		8x8	E-2	3.25		10.75			7.0	B-1	W11-2	30x30	6.3	YELLOW	BLACK				
											B-1	W16-7P	21x15	2.2	YELLOW	BLACK				
	SOUTHWEST AVENUE (BASE BID)																			
21	220+53, 13' RT		8x8		6.00															REMOVE AND REINSTALL EXISTING SIGN AND POST
22	222+00, 8' RT		8x8	E-2	6.00		11.00			7.0										REMOVE AND REINSTALL EXISTING SIGN ON NEW POST
23	222+64, 17' RT		8x8		6.00															REMOVE AND REINSTALL EXISTING SIGN AND POST

* POST LENGTHS ARE APPROXIMATE. FINALIZE POST LENGTHS IN THE FIELD BEFORE ASSEMBLY.
† FABRICATE SIGNS IN ACCORDANCE WITH THE FHWA STANDARD HIGHWAY SIGNS AND MARKINGS (SHSM) BOOK, FHWA SHSM SUPPLEMENT, ITD SHSM SUPPLEMENT, OR AS SPECIFIED.

STATION AND OFFSET SHOWN FOR "REMOVE AND REINSTALL" SIGN ASSEMBLIES ARE TO EXISTING LOCATION. REINSTALL SIGN ASSEMBLIES TO PROPOSED LOCATIONS IN ACCORDANCE WITH STANDARD DRAWING 616-7.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW
DESIGN CHECKED H. NELSON
DETAILED G. FALLAR
DRAWING CHECKED C. BARROW

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME 23908 SSUM.DGN
DRAWING DATE: 27-AUG-2025

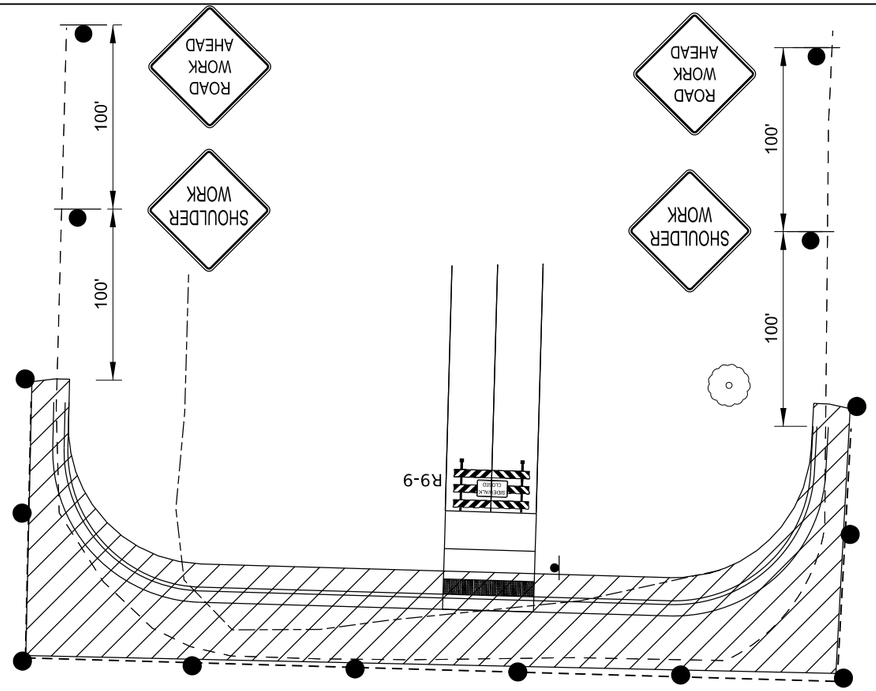
IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity
HMH engineering

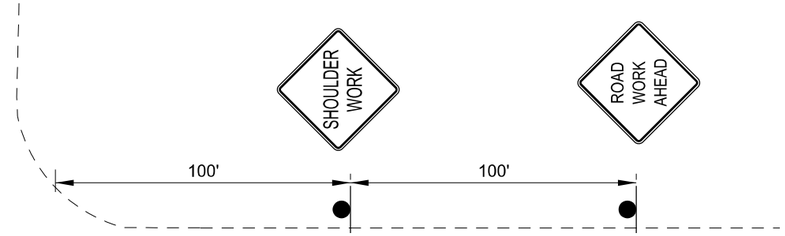
PROJECT NO.
A023(908)
A023(913)

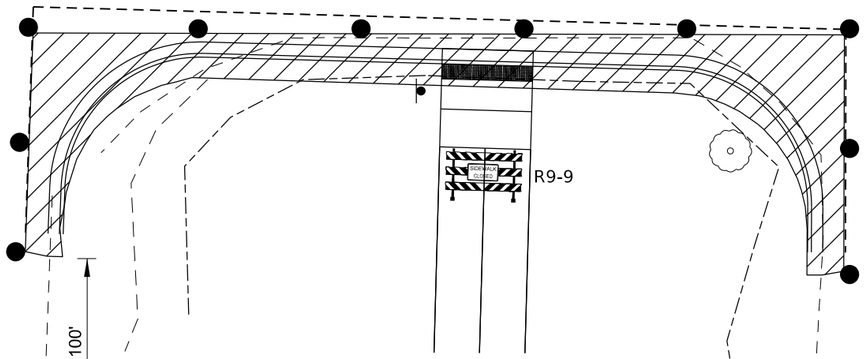
SIGN SUMMARY
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO

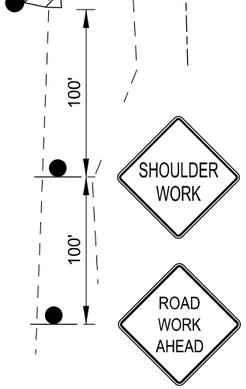
ENGLISH
COUNTY PAYETTE
KEY NUMBER 203908 203913
SHEET 32 OF 35

PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW

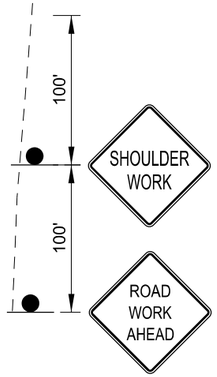








TYPICAL TRAFFIC CONTROL DETAIL
HORSESHOE PARK AT INTERSECTIONS
NOT TO SCALE



ESTIMATED TEMPORARY TRAFFIC CONTROL SIGNING QUANTITIES							
SIGN	DESCRIPTION	SIZE (IN)			QUAN.	SQ. FT.	TYPE B-1 (SF)
W20-1	ROAD WORK AHEAD	36	X	36	5	9	45
W21-5	SHOULDER WORK	36	X	36	5	9	45
						SUBTOTAL	90
						SUBTOTAL + 20%	108

ESTIMATED TRAFFIC CONTROL DEVICES			
ITEM	DESCRIPTION	UNIT	QTY.
626-010A	TEMPORARY TRAFFIC CONTROL SIGNS	SF	108
626-040A	TYPE 3 BARRICADE	EACH	2
626-050A	DRUMS	EACH	20

TYPE III BARRICADE CENTER SIGN

DRUMS

TEMPORARY TRAFFIC CONTROL SIGNS

WORK AREA

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW
DESIGN CHECKED H. NELSON
DETAILED G. FALLAR
DRAWING CHECKED C. BARROW

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME 23908_TRCP_001.dgn
DRAWING DATE: 27-AUG-2025

IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity
HMH engineering

PROJECT NO.
A023(908)
A023(913)

TRAFFIC CONTROL PLAN
NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4
PAYETTE CO

ENGLISH
COUNTY PAYETTE
KEY NUMBER 23908 23913
SHEET 33 OF 35

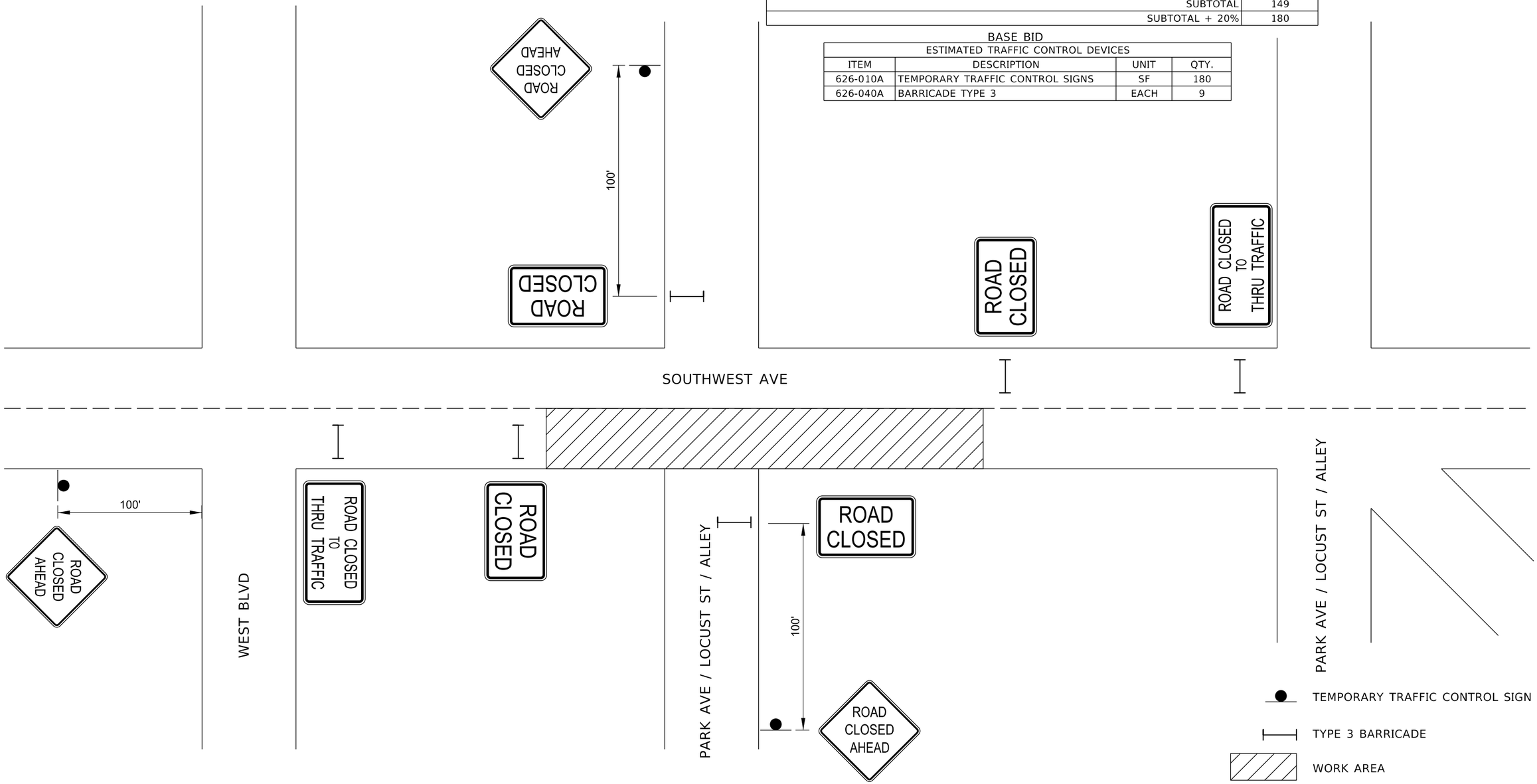
PROFESSIONAL ENGINEER
LICENSED
19002
08/27/2025
STATE OF IDAHO
COREY BARROW

BASE BID

ESTIMATED TEMPORARY TRAFFIC CONTROL SIGNING QUANTITIES							
SIGN	DESCRIPTION	SIZE (IN)			QUAN.	SQ. FT.	TYPE B-1 (SF)
R11-2	ROAD CLOSED	48	X	30	7	10	70
R11-4	ROAD CLOSED TO THROUGH TRAFFIC	60	X	30	2	12.5	25
W20-3	ROAD CLOSED AHEAD	36	X	36	6	9	54
						SUBTOTAL	149
						SUBTOTAL + 20%	180

BASE BID

ESTIMATED TRAFFIC CONTROL DEVICES			
ITEM	DESCRIPTION	UNIT	QTY.
626-010A	TEMPORARY TRAFFIC CONTROL SIGNS	SF	180
626-040A	BARRICADE TYPE 3	EACH	9



SOUTHWEST AVENUE TYPICAL TRAFFIC CONTROL FOR ROAD CONSTRUCTION
NOT TO SCALE

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
DESIGN CHECKED H. NELSON	
DETAILED G. FALLAR	CADD FILE NAME 23908_TRCP_002.dgn
DRAWING CHECKED C. BARROW	DRAWING DATE: 27-AUG-2025

IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity
HMH engineering

PROJECT NO.	TRAFFIC CONTROL PLAN
A023(908) A023(913)	NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4 PAYETTE CO

ENGLISH

COUNTY	PAYETTE
KEY NUMBER	23908 23913
SHEET	34 OF 35

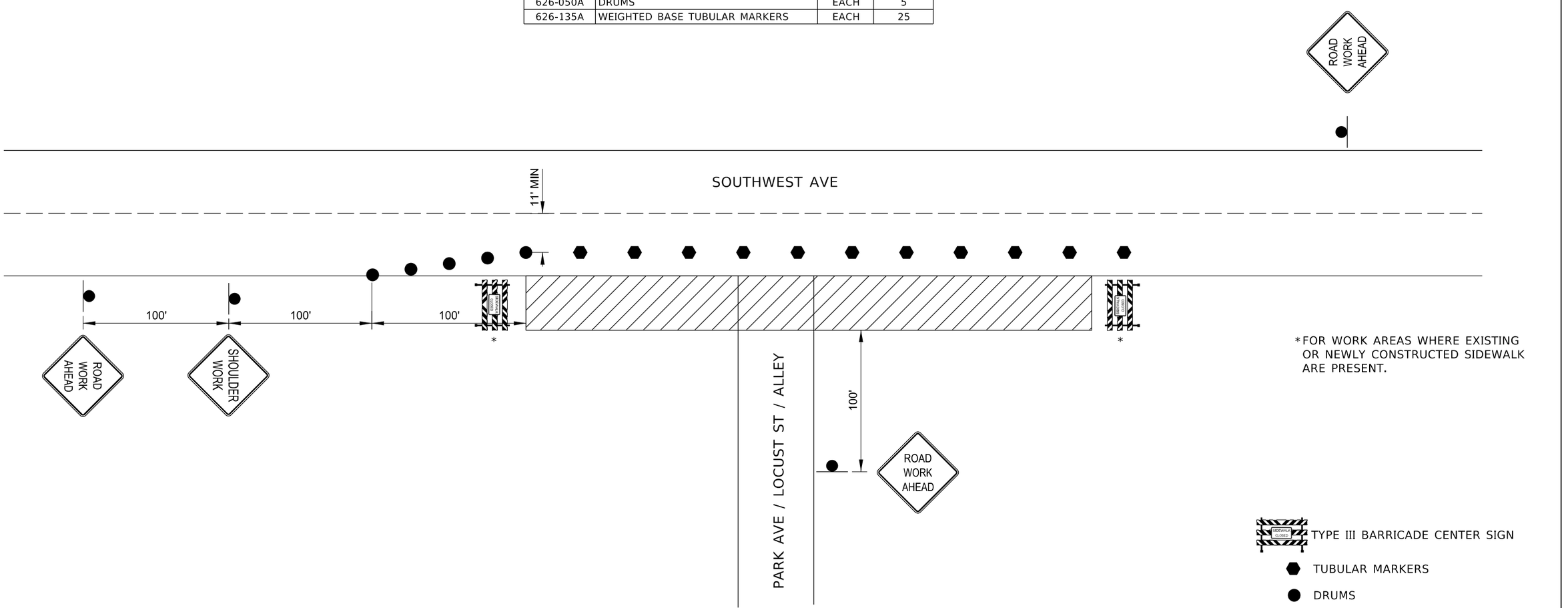
PROFESSIONAL ENGINEER LICENSED 19002 08/27/2025 STATE OF IDAHO COREY BARROW

BASE BID

ESTIMATED TEMPORARY TRAFFIC CONTROL SIGNING QUANTITIES							
SIGN	DESCRIPTION	SIZE (IN)			QUAN.	SQ. FT.	TYPE B-1 (SF)
W20-1	ROAD WORK AHEAD	36	X	36	6	9	54
W21-5	SHOULDER WORK	36	X	36	1	9	9
R9-9	SIDEWALK CLOSED	24	X	12	2	2	4
						SUBTOTAL	67
						SUBTOTAL + 20%	80

BASE BID

ESTIMATED TRAFFIC CONTROL DEVICES			
ITEM	DESCRIPTION	UNIT	QTY.
626-010A	TEMPORARY TRAFFIC CONTROL SIGNS	SF	80
626-050A	DRUMS	EACH	5
626-135A	WEIGHTED BASE TUBULAR MARKERS	EACH	25



SOUTHWEST AVENUE TYPICAL TRAFFIC CONTROL FOR SIDEWALK CONSTRUCTION
NOT TO SCALE

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED C. BARROW	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
DESIGN CHECKED H. NELSON	
DETAILED G. FALLAR	CADD FILE NAME 23908_TRCP_003.dgn
DRAWING CHECKED C. BARROW	DRAWING DATE: 27-AUG-2025

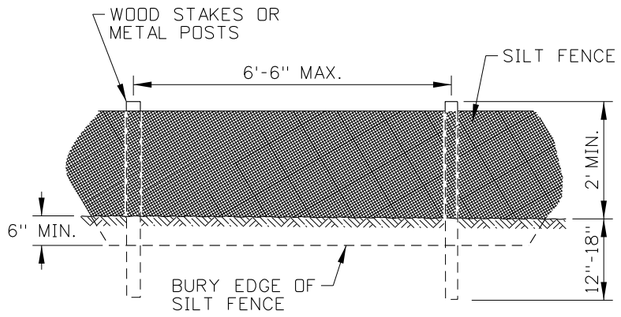
IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity
HMH engineering

PROJECT NO.	TRAFFIC CONTROL PLAN
A023(908) A023(913)	NEW PLYMOUTH HORSESHOE PARK PATHWAY PH 3/4 PAYETTE CO

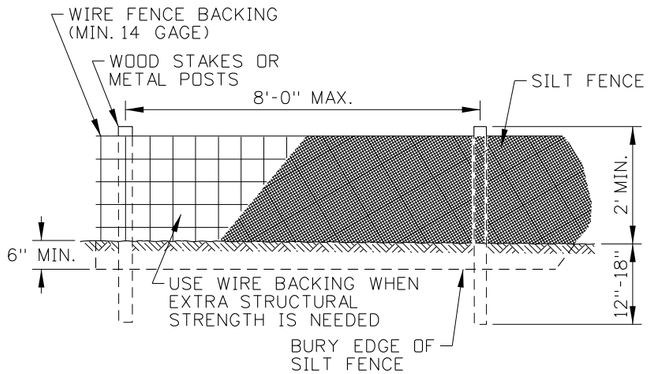
ENGLISH

COUNTY	PAYETTE
KEY NUMBER	23908 23913
SHEET	35 OF 35

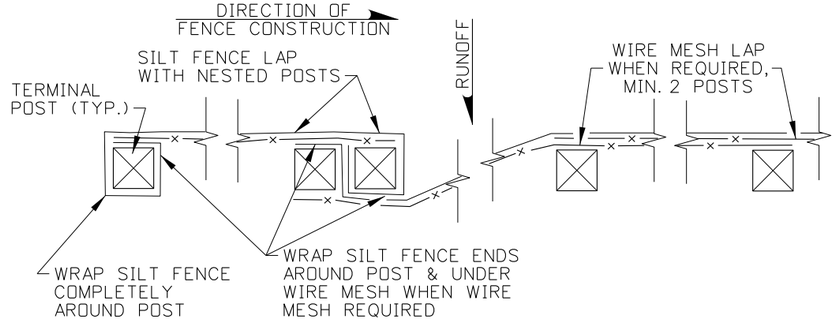
PROFESSIONAL ENGINEER
LICENSED
19002
08/27/2025
STATE OF IDAHO
COREY BARROW



SILT FENCE (NO WIRE BACKING)



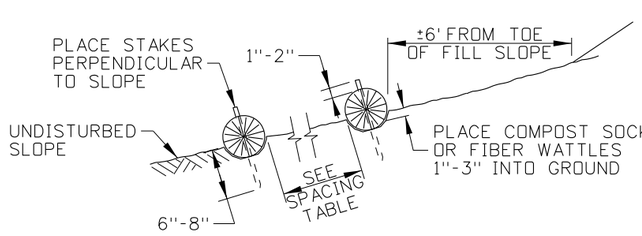
SILT FENCE (WIRE BACKING)



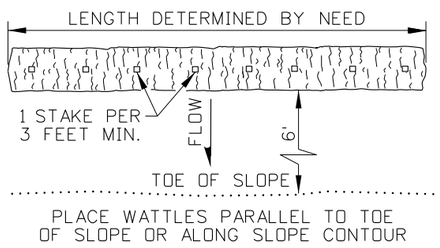
SILT FENCE LAP DETAIL

FIBER WATTLE & COMPOST SOCK SPACING TABLE				
SLOPE	WATTLE SIZE			
	6"	9"	12"	20"
1:1	5 FT	10 FT	15 FT	20 FT
2:1	10 FT	20 FT	30 FT	40 FT
3:1	15 FT	30 FT	45 FT	60 FT
4:1 OR FLATTER	20 FT	40 FT	60 FT	80 FT

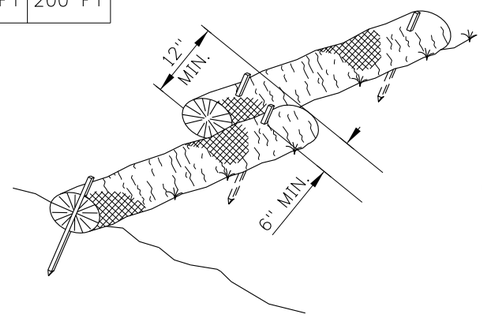
SILT FENCE SPACING TABLE			
SLOPE	SOIL TYPE		
	SILTY	CLAYS	SANDY
1:1	50 FT	75 FT	100 FT
2:1	75 FT	100 FT	125 FT
4:1	100 FT	125 FT	150 FT
10:1 OR FLATTER	125 FT	150 FT	200 FT



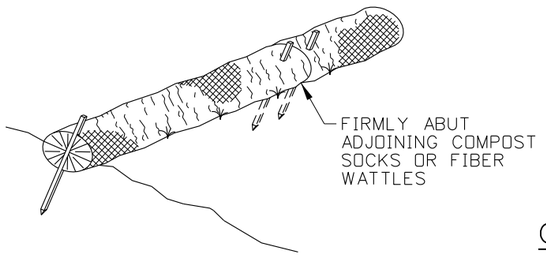
COMPOST SOCK AND FIBER WATTLE
SIDE VIEW



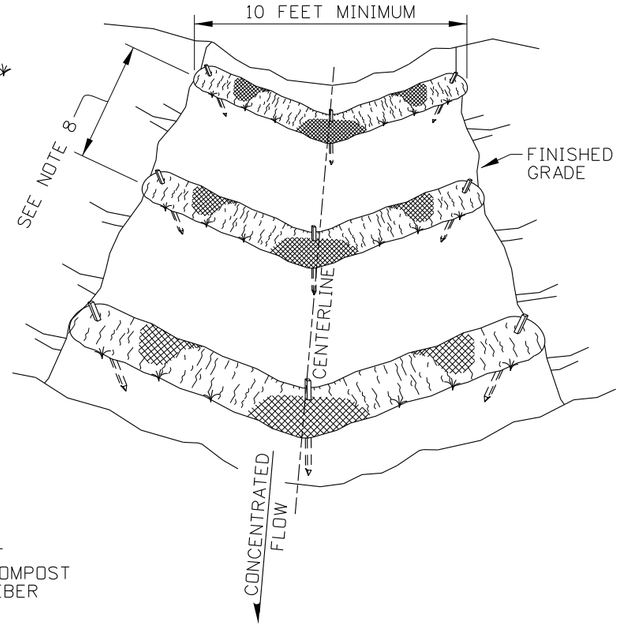
COMPOST SOCK AND FIBER WATTLE
PLAN VIEW



COMPOST SOCK AND FIBER WATTLE OVERLAPPING DETAIL



COMPOST SOCK AND FIBER WATTLE ABUTTING DETAIL



COMPOST SOCK AND FIBER WATTLE TEMPORARY CHECK DAM DETAIL

NOTES

1. SEE THE GENERAL NOTES FOR EROSION CONTROL STANDARD DRAWINGS ON 212-1.
2. THE NEED FOR TEMPORARY SEDIMENT CONTROL DEVICES ARE DETERMINED BY SITE DESIGN. SPACE SILT FENCES, COMPOST SOCKS, AND FIBER WATTLES IN ACCORDANCE WITH THE SILT FENCE SPACING TABLE AND FIBER WATTLE & COMPOST SOCK SPACING TABLE.
3. INSTALL TEMPORARY SEDIMENT CONTROL BARRIERS IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS AND SPECIFICATIONS. THE DIMENSIONS SHOWN ARE GENERAL GUIDELINES.
4. PLACE SEDIMENT BARRIERS TO FOLLOW THE SLOPE CONTOURS. USE EITHER METAL POSTS OR WOOD STAKES.
5. ENSURE RUNOFF PASSES THROUGH THE SILT FENCE AND NOT AROUND THE FENCE.
6. GROUND SILT FENCES WITH WIRE MESH IN ACCORDANCE WITH THE GROUNDING DETAIL SHOWN ON STANDARD DRAWING 610-1.
7. EXTEND OR JOIN SILT FENCE USING SILT FENCE LAP WITH NESTED POSTS.
8. SPACE CHECK DAMS ACCORDING TO THE HEIGHT OF THE DAM AND THE SLOPE OF THE CHANNEL SO THE BACKWATER FROM THE DOWNSTREAM DAM REACHES THE TOE OF THE UPSTREAM DAM.
9. ON SLOPES, TURN THE ENDS OF EACH ROW OF COMPOST SOCKS AND FIBER WATTLES UPSLOPE TO PREVENT RUNOFF FROM FLOWING AROUND THE SOCK OR WATTLE.
10. REMOVE SEDIMENT FROM THE UPSLOPE SIDE OF SILT FENCES, COMPOST SOCKS, AND FIBER WATTLES WHEN ACCUMULATION HAS REACHED 1/2 OF THE EFFECTIVE HEIGHT OF THE BARRIER.
11. DRAWING NOT TO SCALE.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED RYAN D. LANCASTER STATE OF IDAHO 13683 ORIGINAL SIGNED MARCH 18, 2021 RYAN D. LANCASTER

REVISIONS									
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	09-93	MSM	6	01-13	RDL			
2	12-94	MSM	7	03-21	TWF			
3	06-96	GFK						
4	10-10	KEH						
5	10-11	KEH						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 212-03_0421.dgn

DRAWING DATE: APRIL, 1993

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

ORIGINAL SIGNED BY: KEVIN SABLAN

DESIGN/TRAFFIC SERVICES ENGINEER

STANDARD DRAWING

TEMPORARY EROSION AND SEDIMENT CONTROL

SILT FENCE, FIBER WATTLE, AND COMPOST SOCK

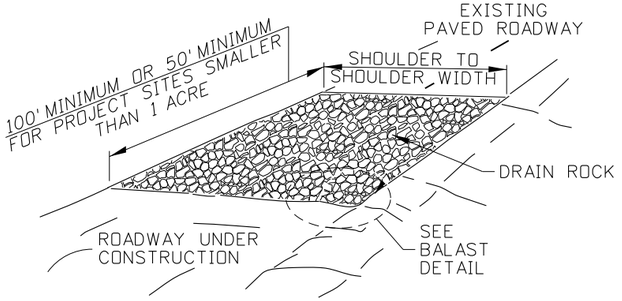
REQUIRES STD. DWG. 212-1

English

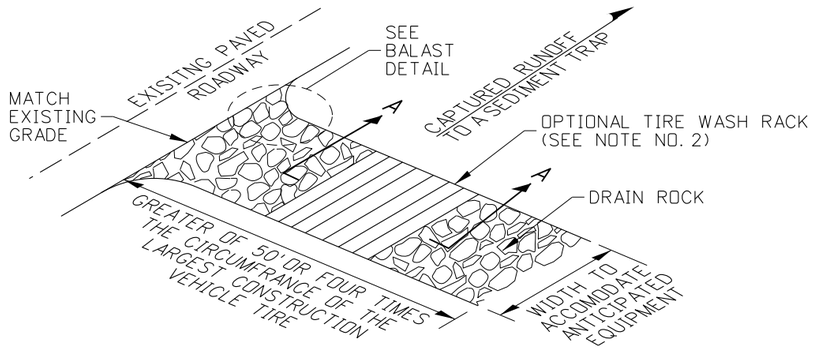
STANDARD DRAWING NO.

212-3

SHEET 1 OF 1

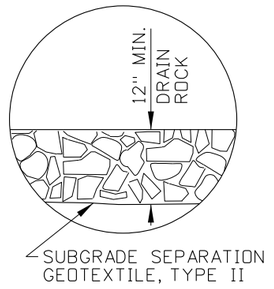


IN-LINE WITH HIGHWAY

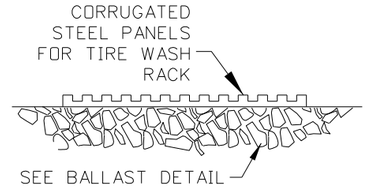


PERPENDICULAR TO HIGHWAY

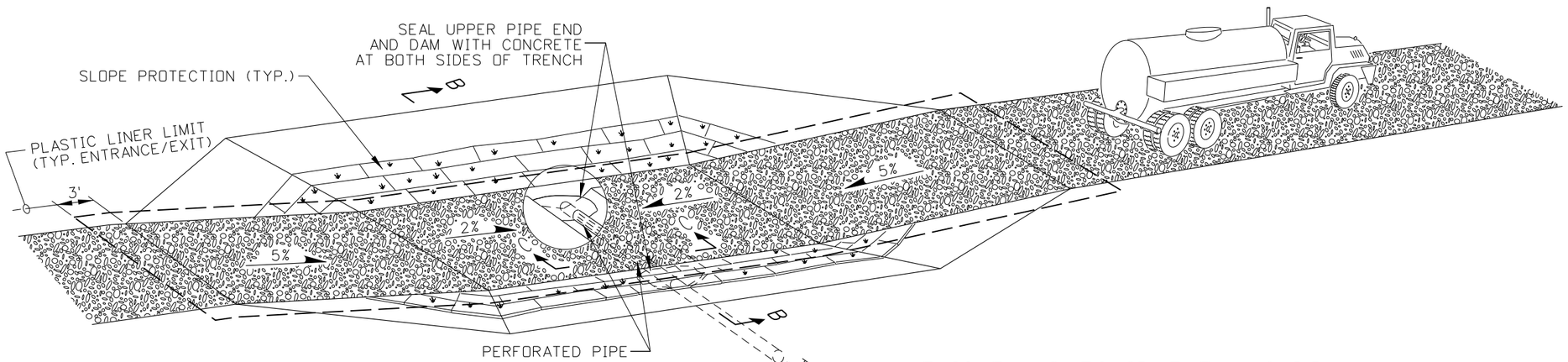
STABILIZED CONSTRUCTION ENTRANCE



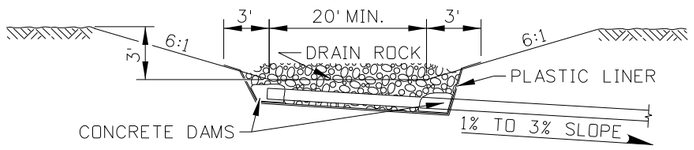
BALLAST DETAIL



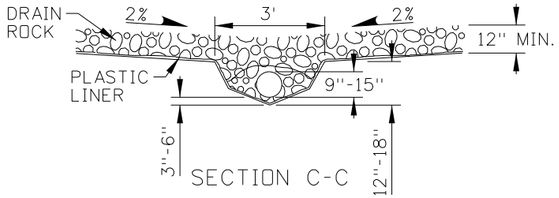
SECTION A-A



VEHICLE AND EQUIPMENT WASHDOWN



SECTION B-B



SECTION C-C

NOTES

1. SEE THE GENERAL NOTES FOR EROSION CONTROL STANDARD DRAWINGS ON 212-1.
2. DRAWING NOT TO SCALE.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED RYAN D. LANCASTER STATE OF IDAHO 13683 ORIGINAL SIGNED MARCH 18, 2021 RYAN D. LANCASTER

REVISIONS									
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	03-21	TWF						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 212-06_0421.dgn

DRAWING DATE: NOVEMBER, 2016

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

ORIGINAL SIGNED BY: KEVIN SABLAN

DESIGN/TRAFFIC SERVICES ENGINEER

STANDARD DRAWING

TEMPORARY EROSION AND SEDIMENT CONTROL

STABILIZED CONSTRUCTION ENTRANCE AND VEHICLE WASHDOWN

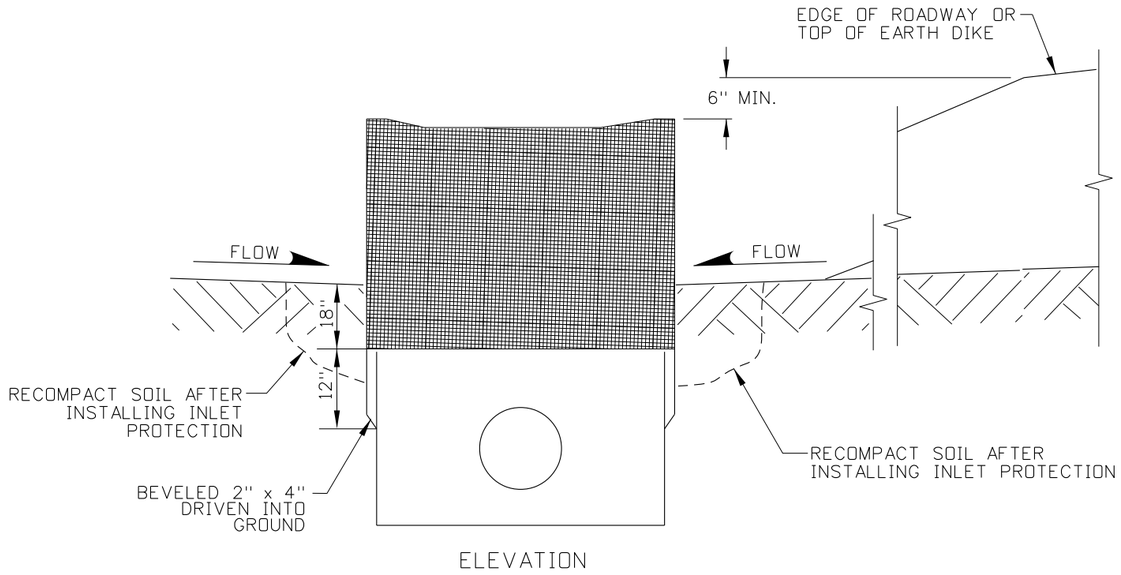
REQUIRES STD. DWG. 212-1

English

STANDARD DRAWING NO.

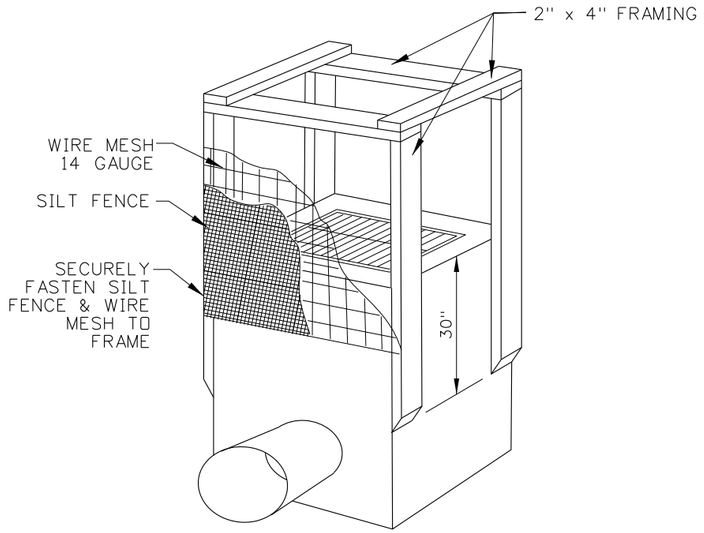
212-6

SHEET 1 OF 1

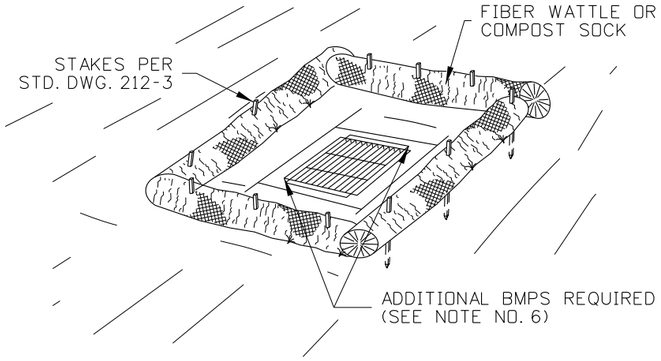


ELEVATION

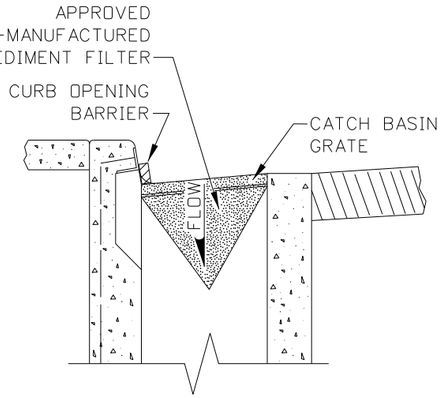
FRAMED WIRE/FABRIC FILTER



PERSPECTIVE VIEW



FIBER WATTLE FILTER



PRE-MANUFACTURED SEDIMENT FILTER FOR INLET GRATE

NOTES

1. SEE THE GENERAL NOTES FOR EROSION CONTROL STANDARD DRAWINGS ON 212-1.
2. REMOVE TRASH, DEBRIS, DUFF, AND MATERIALS THAT MAY INTERFERE WITH THE INLET OR CATCH BASIN PROTECTION FUNCTION PRIOR TO PLACEMENT AND DAILY THEREAFTER OR AS NEEDED.
3. ADJUST TO ENSURE EFFECTIVENESS.
4. FRAMED WIRE/FABRIC FILTER AND FIBER WATTLE FILTERS ARE INTENDED TO BE USED ON STRUCTURES NOT PRESENTLY SURROUNDED BY PAVEMENT.
5. ENSURE WATER DISCHARGING FROM THE INLET MEETS APPLICABLE WATER QUALITY STANDARDS.
6. USE IN CONJUNCTION WITH OTHER INLET PROTECTION DEVICES, NOT AS THE SOLE BMP. SEE SECTION SC-6 IN THE BMP MANUAL.
7. DRAWING NOT TO SCALE.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER
LICENSED
RYAN D. LANCASTER
13683
STATE OF IDAHO
ORIGINAL SIGNED BY RYAN D. LANCASTER
MARCH 18, 2021

REVISIONS

NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	10-10	KEH						
2	10-11	KEH						
3	01-13	RDL						
4	03-21	TWF						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 212-07_0421.dgn

DRAWING DATE: JUNE, 1996

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

ORIGINAL SIGNED BY: KEVIN SABLAN

DESIGN/TRAFFIC SERVICES ENGINEER

STANDARD DRAWING

TEMPORARY EROSION AND SEDIMENT CONTROL INLET PROTECTION

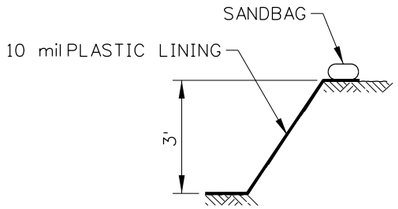
REQUIRES STD. DWG. 212-1

English

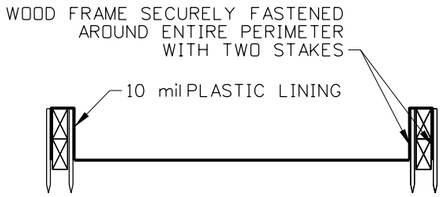
STANDARD DRAWING NO.

212-7

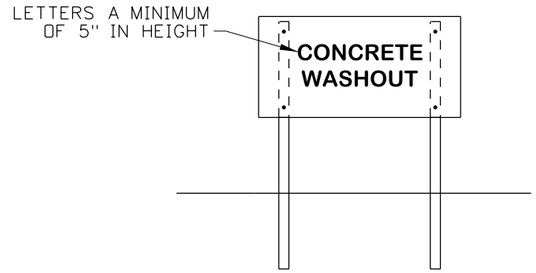
SHEET 1 OF 1



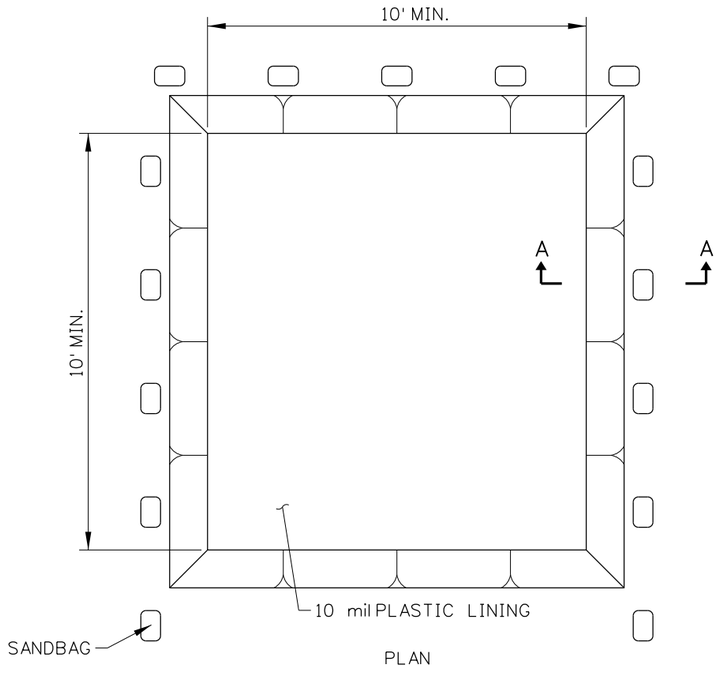
SECTION A-A



SECTION B-B

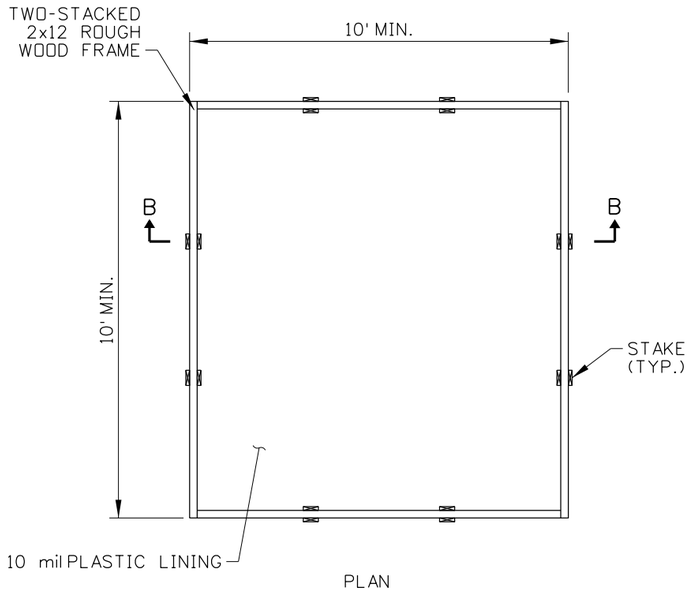


CONCRETE WASHOUT SIGN DETAIL
(SEE NOTE NO. 2)



PLAN

TYPE BELOW GRADE



PLAN

TYPE ABOVE GRADE

NOTES

1. USE THIS DRAWING IN CONJUNCTION WITH THE ITD BEST MANAGEMENT PRACTICES (BMP) MANUAL.
2. ACTUAL LAYOUT DETERMINED IN THE FIELD
3. INSTALL THE CONCRETE WASHOUT SIGN WITHIN 30 FEET OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
4. USE OF PREFABRICATED TEMPORARY WASHOUT MAY ONLY BE USED ON APPROVAL BY THE ENGINEER.
5. NOT TO SCALE.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED J. CALEB LAKEY ORIGINAL SIGNED BY: J. CALEB LAKEY NOVEMBER 20, 2013 15116 STATE OF IDAHO J. CALEB LAKEY

REVISIONS									
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	11-13	RDL						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 212-16_1113.dgn

DRAWING DATE: OCTOBER, 2010

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

ORIGINAL SIGNED BY: TOM COLE *for*
HIGHWAYS PROGRAM OVERSIGHT ENGINEER
ORIGINAL SIGNED BY: TOM COLE
CHIEF ENGINEER

STANDARD DRAWING

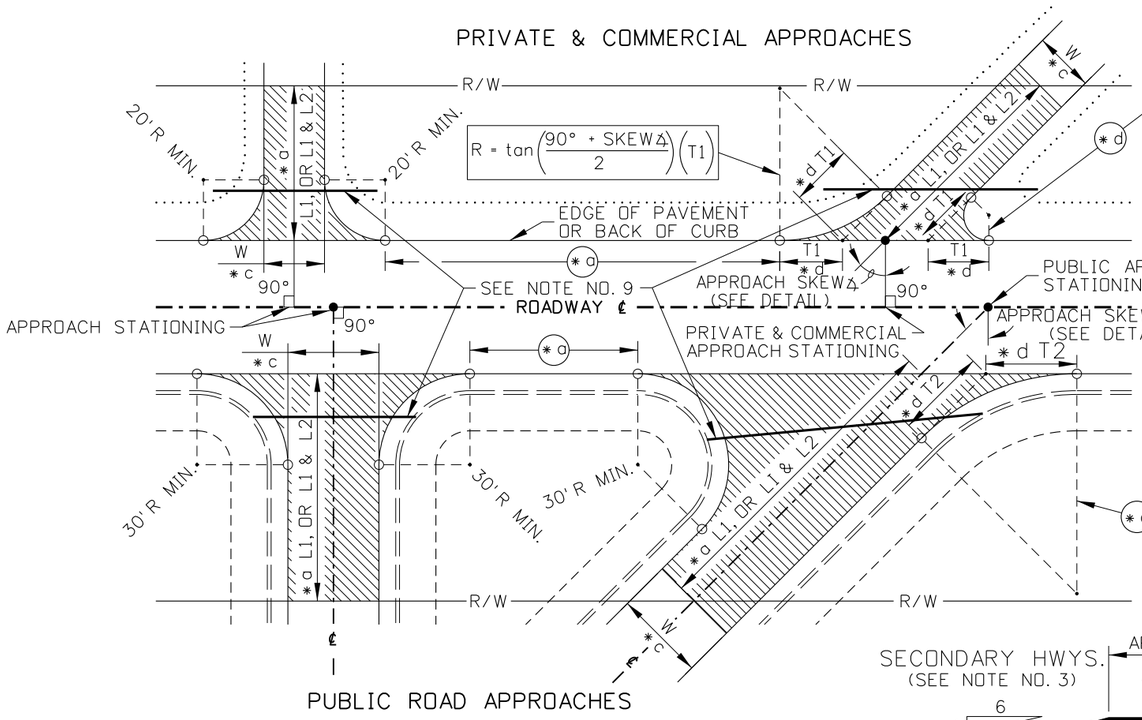
TEMPORARY CONCRETE WASHOUT

English

STANDARD DRAWING NO.
212-16

SHEET 1 OF 1

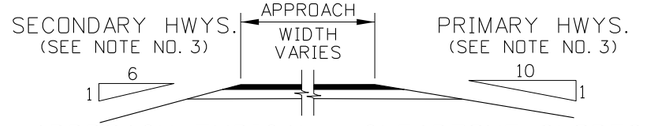
PRIVATE & COMMERCIAL APPROACHES



PUBLIC ROAD APPROACHES

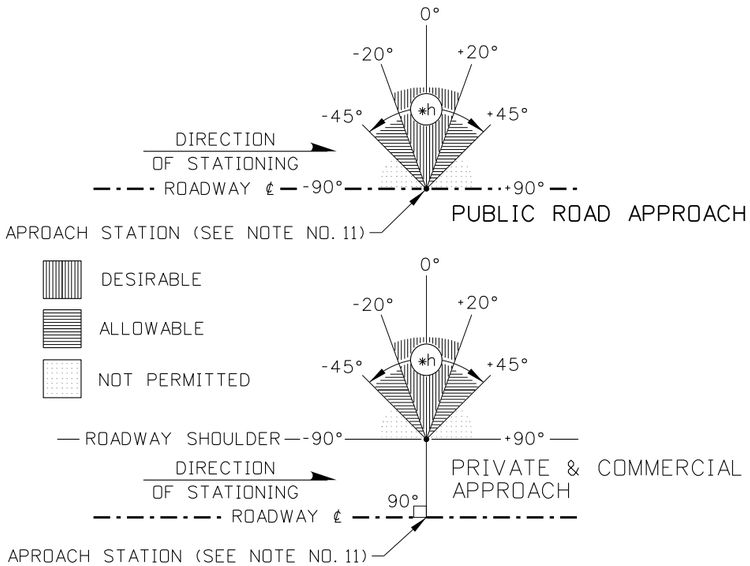
APPROACH PLAN TYPICALS

APPROACH PLAN LEGEND & APPROACH NOMENCLATURE	
CUT	– – – –
FILL	. . . . .
PROPOSED DITCH	═ ═ ═
PROPOSED CULVERT	═══
SKEW Δ	SEE NOTE NO. 10
R	RADIUS OF SHD. CURVE
T1 & T2	TANGENT OF SHD. CURVE
W	APPROACH WIDTH
G1 & G2	APPR. GRADES 1 & 2 (%)
C	CHANGE IN GRADE (%)
L1 & L2	HORZ. LENGTH OF GRADE



APPROACH TYPICAL - CLEARZONE SLOPES

(PUBLIC & PRIVATE)



APPROACH SKEW ANGLE

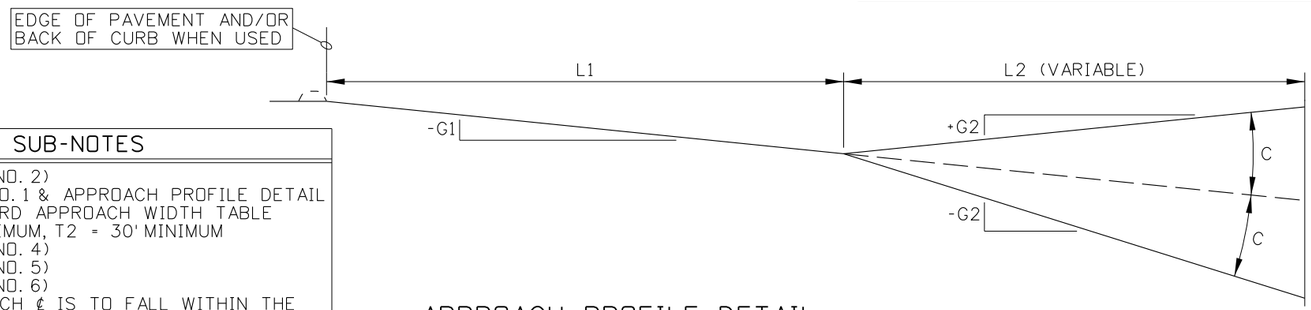
(SEE NOTE NO. 10)

APPROACH GRADE TABLE

TRAFFIC TYPE	GRADE PARAMETER G1 (RANGE)	GRADE PARAMETER G2 (MAX.)	MAX. CHANGE IN GRADE C (*e)	MINIMUM LENGTH L1
HIGH VOLUME (COMMERCIAL, INDUSTRIAL)	-2% TO -3%	±5%	±3%	40'
LOW VOLUME (COMMERCIAL, INDUSTRIAL)	-2% TO -5%	±8%	±6%	40'
SINGLE RESIDENTIAL, FARMYARD, FIELD	-2% TO -8%	±15% * g	VEHICLE CLEARANCE	10'
MULTIPLE RESIDENTIAL	-2% TO -8%	±15% * g	±6%	20'
PUBLIC ROAD	-2%	* f	±2%	20'

(*a) STANDARD APPROACH WIDTH TABLE

	POSTED SPEED (mph)	≤35		>35	
	MIN./MAX. WIDTH	MIN.	MAX.	MIN.	MAX.
APPR. TYPE	MULTIPLE RESIDENTIAL	28'	40'	28'	40'
	SINGLE RESIDENTIAL, FARMYARD, FIELD	12'	40'	20'	40'
	COMMERCIAL (ONE-WAY)	15'	30'	20'	30'
	COMMERCIAL (TWO-WAY)	25'	40'	25'	40'
	PUBLIC ROAD	28'	N/A	28'	N/A



APPROACH PROFILE DETAIL

SUB-NOTES

- *a (SEE NOTE NO. 2)
- *b SEE NOTE NO. 1 & APPROACH PROFILE DETAIL
- *c SEE STANDARD APPROACH WIDTH TABLE
- *d T1 = 20' MINIMUM, T2 = 30' MINIMUM
- *e (SEE NOTE NO. 4)
- *f (SEE NOTE NO. 5)
- *g (SEE NOTE NO. 6)
- *h THE APPROACH ℄ IS TO FALL WITHIN THE ALLOWABLE OR DESIRABLE LIMITS. THE DESIRABLE LIMIT IS CONSIDERED THE "SAFEST OPTION."

NOTES

1. RURAL PRIVATE, COMMERCIAL, AND PUBLIC APPROACHES SHALL BE PAVED TO THE RIGHT-OF-WAY LINE OR TO THE BACK OF THE SHOULDER CURVE (APPROACH RADIUS). FARMYARD AND FIELD APPROACHES THAT ARE OCCASIONALLY USED MAY BE PAVED A MINIMUM OF 5' FROM THE SHOULDER LINE. APPROACHES ON EXISTING UNPAVED HIGHWAYS ARE EXEMPT.
2. REFER TO THE ITD ADMINISTRATIVE POLICY 5005 FOR ADDITIONAL INFORMATION ON LOCATION OF APPROACHES.
3. WITHIN THE CLEARZONE THE SIDE SLOPES OF APPROACHES SHALL BE A MINIMUM OF 6:1 OF SECONDARY HIGHWAYS AND A MINIMUM OF 10:1 ON PRIMARY HIGHWAYS.
4. WHEN THE "MAXIMUM CHANGE IN GRADE" (APPROACH GRADE TABLE) "C" IS EXCEEDED, A MINIMUM 10' VERTICAL CURVE SHALL BE USED IN THE APPROACH PROFILE.
5. THE % GRADE OF "G2" SHALL BE A MAXIMUM OF 7% FOR FLAT TERRAIN, 11% FOR ROLLING TERRAIN, OR 15% FOR MOUNTAINOUS.
6. APPROACH GRADES EXCEEDING 10% ARE NOT RECOMMENDED BECAUSE EMERGENCY VEHICLES MAY BE IMPEDED.
7. THE BALLAST REQUIREMENTS OF RURAL APPROACHES SHALL BE AS SHOWN ON THE PLANS.
8. WHEN A MAILBOX TURNOUT IS INSTALLED WITH A RURAL APPROACH, STD. DWG. 405-2 IS REQUIRED.
9. ALL RURAL PRIVATE AND COMMERCIAL APPROACHES SHALL BE DESIGNED AND CONSTRUCTED IN A MANNER THAT THE APPROACH DRAINAGE IS INDEPENDENT AND DOES NOT CONTRIBUTE TO EXISTING HIGHWAY DRAINAGE. ALL RURAL PUBLIC APPROACHES SHALL BE DESIGNED AND CONSTRUCTED TO ADDRESS BOTH THE MAIN HIGHWAY AND APPROACH DRAINAGE.
10. THE APPROACH SKEW ANGLE IS THE DEFLECTION ANGLE BETWEEN A LINE PERPENDICULAR TO THE HIGHWAY CENTERLINE AND THE APPROACH CENTERLINE.
11. RURAL PRIVATE AND COMMERCIAL APPROACHES ARE REFERENCED LEFT OR RIGHT OF THE HIGHWAY CENTERLINE STATION TO THE CENTER OF THE APPROACH OPENING WHICH IS AT THE EDGE OF PAVEMENT OR BACK OF CURB. A PUBLIC APPROACH STATION OCCURS WHERE THE PUBLIC APPROACH CENTERLINE INTERSECTS THE HIGHWAY CENTERLINE.
12. NOT TO SCALE.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER * LAND SURVEYOR REGISTERED ORIGINAL SIGNED AT MILFORD MILLER STATE OF IDAHO DATE OF ORIGINAL SIGNATURE: JUNE 19, 2007 2240 MILFORD MILLER

REVISIONS								
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	01-00	MSM	6	12-05	MSM			
2	01-02	MSM	7	06-07	MSM			
3	07-02	MSM						
4	10-02	MSM						
5	08-04	MSM						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 405-1_0607.dgn

DRAWING DATE: SEPTEMBER, 1993

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

ORIGINAL SIGNED BY: LOREN THOMAS
ASSISTANT CHIEF ENGINEER (DEVELOPMENT)
ORIGINAL SIGNED BY: STEVEN HUTCHINSON
CHIEF ENGINEER

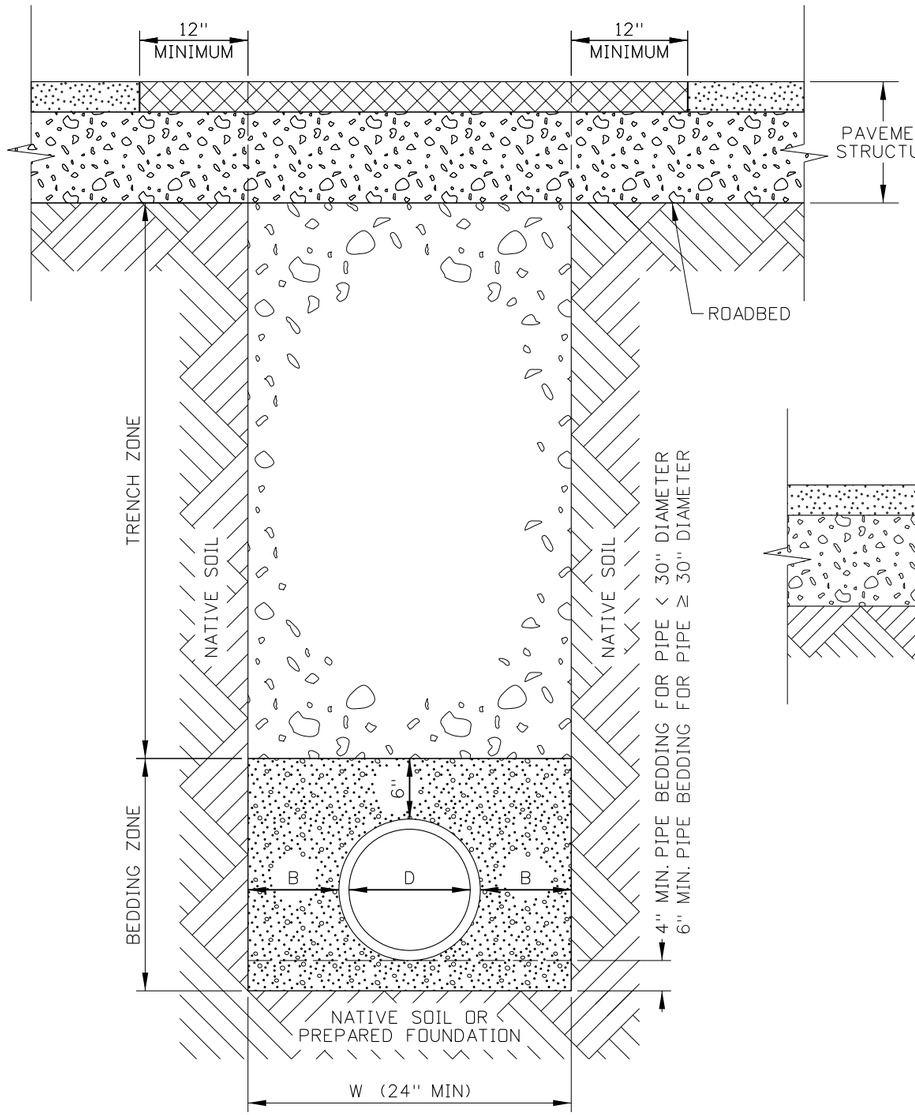
STANDARD DRAWING

RURAL APPROACHES

English

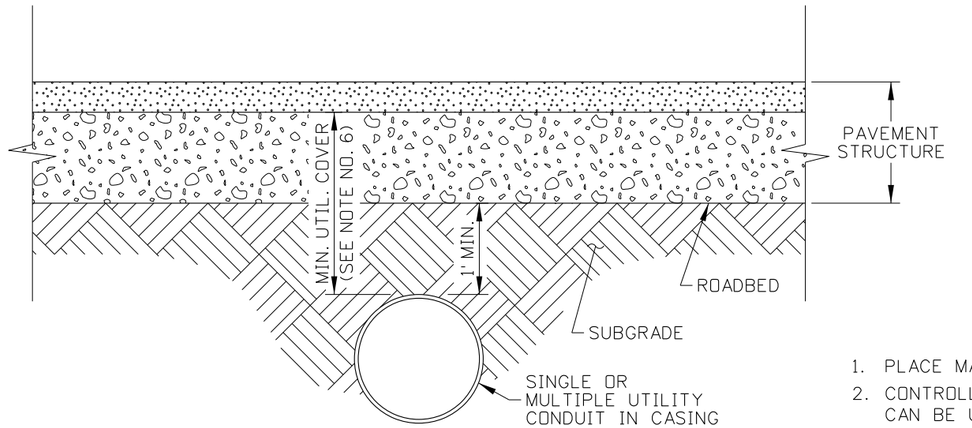
STANDARD DRAWING NO. 405-1

SHEET 1 OF 1

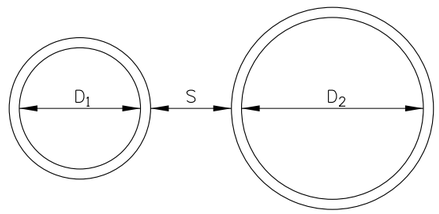


TRENCHING

MATERIALS AND COMPACTION TABLE				
PIPE LOCATION	BEDDING ZONE		TRENCH ZONE	
	MATERIAL REQUIREMENT	COMPACTION REQUIREMENT	MATERIAL REQUIREMENT	COMPACTION REQUIREMENT
INSIDE ROADWAY PRISM	COARSE AGGREGATE FOR CONCRETE SIZE NO. 1, NO. 2A, OR NO. 2B (SUBSECTION 703.02)	ENGINEER ACCEPTANCE	3/4" AGGREGATE FOR BASE (SUBSECTION 703.04) (SEE NOTE NO. 1)	CLASS A COMPACTION (SECTION 205) OR 95% OF IT-74
OUTSIDE ROADWAY PRISM	COARSE AGGREGATE FOR CONCRETE SIZE NO. 1, NO. 2A, OR NO. 2B (SUBSECTION 703.02)	ENGINEER ACCEPTANCE	GRANULAR BORROW OR NATIVE MATERIALS WITH MAXIMUM SIZE OF 6" AND FREE FROM WOOD WASTE OR DELETERIOUS MATERIALS. (SEE NOTE NO. 1)	CLASS D COMPACTION (SECTION 205)



JACKING, DRIVING, OR BORING



MULTIPLE PIPE INSTALLATION DETAIL
(SEE NOTE NO. 4)

MINIMUM DIMENSION TABLE (SEE NOTE NOS. 3 AND 4)		
D (INCHES)	B (INCHES)	S (INCHES)
≤ 6	10	24
7 TO 15	12	24
16 TO 30	18	24
> 30	24	GREATER OF 24 OR D/2

NOTES

1. PLACE MATERIAL IN ACCORDANCE WITH SECTION 210.
2. CONTROLLED DENSITY FILL (CDF) IN ACCORDANCE WITH SECTION 522 CAN BE USED IF APPROVED BY THE ENGINEER.
3. LOOSE LIFT THICKNESS DIRECTLY ON TOP OF PIPE MAY BE INCREASED WITH APPROVAL TO PREVENT DAMAGE TO PIPE DURING COMPACTION.
4. WHEN TWO DIFFERENT DIAMETER PIPES ARE INSTALLED, USE THE LARGER D DIMENSION TO DETERMINE THE S DIMENSION.
5. WHEN THE PIPE DIAMETER IS 36 INCHES OR GREATER AND THE PIPE IS INSTALLED DURING EMBANKEMENT CONSTRUCTION, USE B DIMENSION EQUAL TO THE PIPE DIAMETER.
6. PROVIDE THE FOLLOWING MINIMUM COVER DEPTHS:
   WATER: 4'
   LIQUID OR GAS PETROLEUM: 4'
   ELECTRICAL MAIN LINE: 4'
   COMMUNICATIONS OR ELECTRONICS: 2'
   UTILITY OWNERS AND LOCAL PUBLIC AGENCIES MAY HAVE DIFFERENT MINIMUM COVER DEPTHS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE REQUIRED COVER DEPTHS.
7. PERFORM TRENCHING PER OSHA REQUIREMENTS.
8. DO NOT DISTURB THE INSTALLED PIPE OR CONDUIT, OR LEAVE VOIDS WHEN USING TRENCH BOXES OR SHIELDS.
9. DRAWINGS NOT TO SCALE.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER REGISTERED ORIGINAL SIGNED BY: JOHN W. INGRAM MARCH 18, 2020 STATE OF IDAHO 6755 JOHN W. INGRAM III

REVISIONS									
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	12-15	RDL	6	03-21	TWF			
2	03-16	RDL						
3	06-17	RDL						
4	06-18	HEB						
5	11-18	TWF						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 601-1_0421.dgn

DRAWING DATE: MAY 2014

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

ORIGINAL SIGNED BY: KEVIN SABLAN

DESIGN/TRAFFIC SERVICES ENGINEER

STANDARD DRAWING

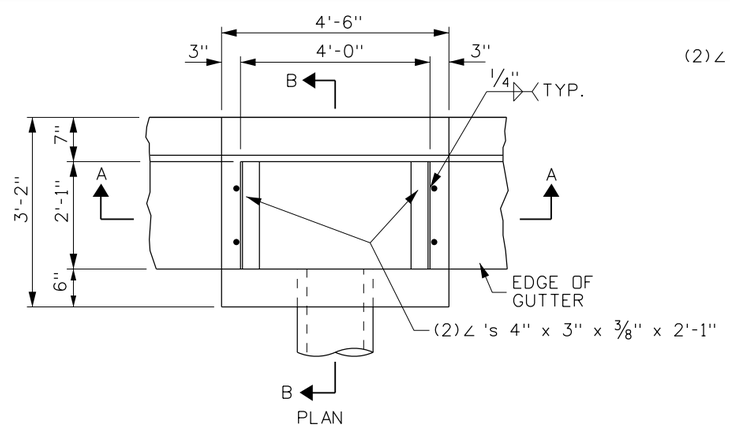
PIPE AND CONDUIT INSTALLATION

English

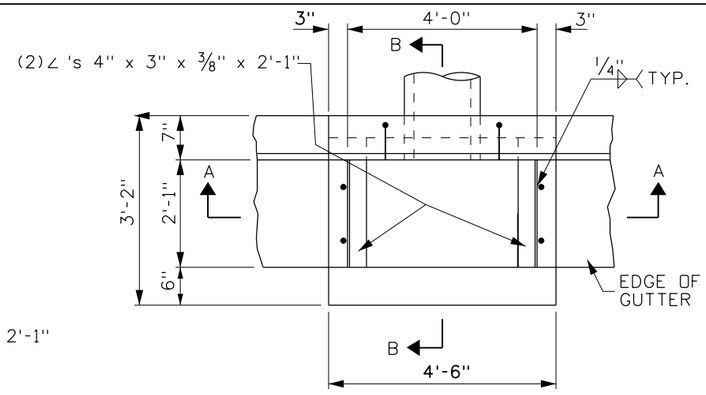
STANDARD DRAWING NO.

601-1

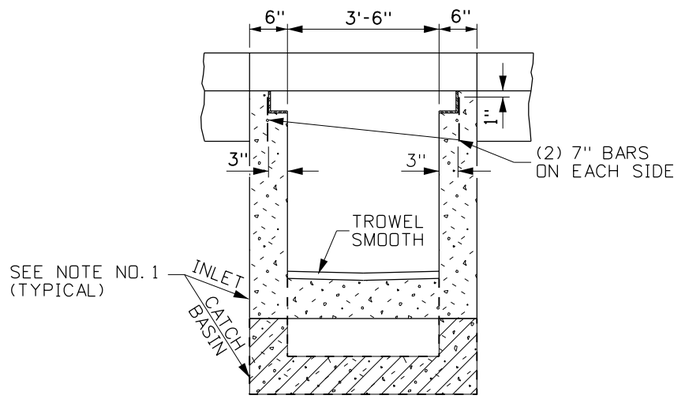
SHEET 1 OF 1



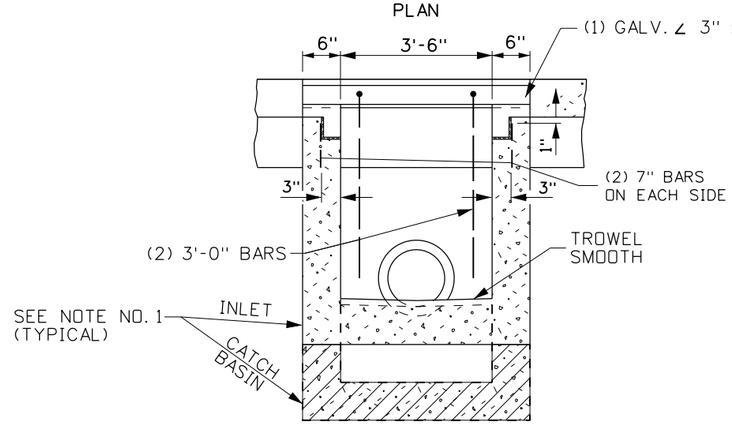
PLAN



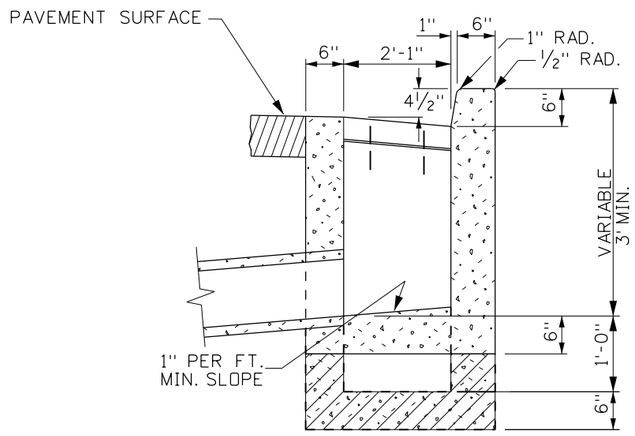
PLAN



SECTION A-A



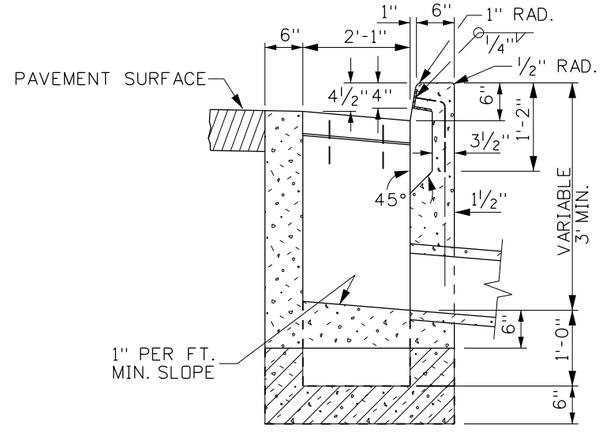
SECTION A-A



SECTION B-B

INLET - TYPE 1A

CATCH BASIN - TYPE 1A



SECTION B-B

INLET - TYPE 2A

CATCH BASIN - TYPE 2A

NOTES

1. PATTERNS USED IN DRAWING:

   INLET SECTIONS:

   CATCH BASIN BOTTOMS:

   PAVEMENT:

2. INLETS AND CATCH BASINS MAY BE EITHER PRECAST OR CAST-IN-PLACE. PRECAST UNITS SHALL MEET THE REQUIREMENTS OF ASTM C 913. (PRIOR APPROVAL OF SHOP DRAWINGS WILL BE REQUIRED ON MODIFIED UNITS.)
3. A 1" SIDE DRAFT IS ALLOWED FOR FORM REMOVAL.
4. CAST-IN-PLACE INLETS AND CATCH BASINS SHALL CONFORM TO SECTION 609 - MINOR STRUCTURES OF THE CURRENT ITD STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
5. THE GRADE LINE OF THE TOP INSIDE OF ANY PIPE SHALL ENTER AT A POINT NO LOWER THAN THE TOP INSIDE OF THE OUTLET PIPE.
6. PIPES CAN ENTER OR LEAVE THE BOX IN ANY DIRECTION. ALL CONNECTIONS AND BROKEN AREAS SHALL BE GROUTED SMOOTH.
7. STEEL ANGLES SHALL BE SET SO THAT EACH BEARING BAR OF PREFABRICATED GRATE SHALL HAVE FULL BEARING ON BOTH ENDS. THE FINISHED TOP OF CONCRETE SHALL BE EVEN WITH THE ANGLE/GRATE SURFACE. THE STRUCTURAL STEEL NEED NOT BE PAINTED BUT SHALL MEET THE REQUIREMENTS OF ASTM A 36.
8. ALL METAL REINFORCEMENT USED SHALL BE NO. 4 BARS. THE METAL REINFORCEMENT SHALL BE SMOOTH CUT TO ACCOMMODATE PIPES.
9. GRAY IRON CAST TO THE DIMENSIONS GIVEN FOR THE STEEL GRATES MAY BE USED. THE CASTINGS SHALL CONFORM TO AASHTO M306 CLASS 35B GRAY IRON CASTINGS.
10. INLET/CATCH BASIN GRATES MAY EITHER BE RESISTANCE WELDED OR ARC WELDED. IN EITHER CASE THE GRATE SHALL BE TRUE AND FLUSH.
11. GRATE B WILL BE USED ONLY WHEN SPECIFIED.
12. NOT TO SCALE.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER REGISTERED ORIGINAL SIGNED BY TED E. MASON NOVEMBER 3, 2004 STATE OF IDAHO TED E. MASON

REVISIONS								
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	04-82		6	11-04	MSM			
2	01-89		7	11-08	JRV			
3	12-94	MSM						
4	06-97	MSM						
5	03-01	MSM						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 605-21_1108.dgn

DRAWING DATE: OCTOBER, 1980

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

ORIGINAL SIGNED BY: LOREN THOMAS
ASSISTANT CHIEF ENGINEER (DEVELOPMENT)
ORIGINAL SIGNED BY: TOM COLE
CHIEF ENGINEER

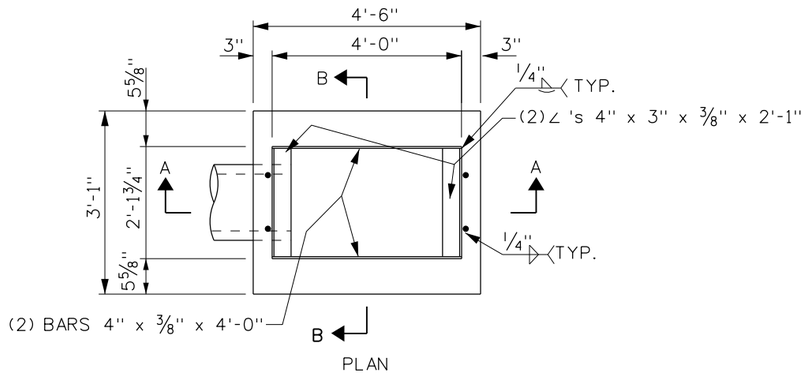
STANDARD DRAWING

INLETS & CATCH BASINS TYPES 1A, 2A, & 3A

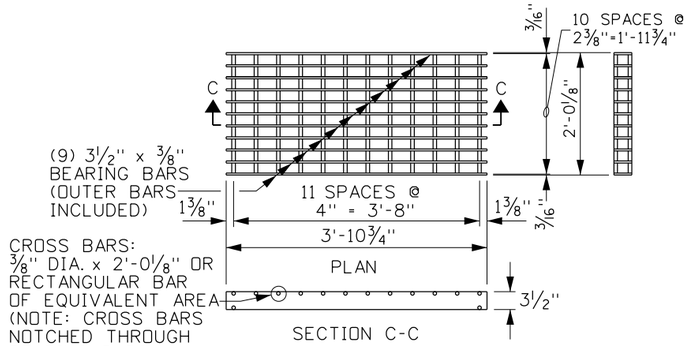
English

STANDARD DRAWING NO. 605-21

SHEET 1 OF 2



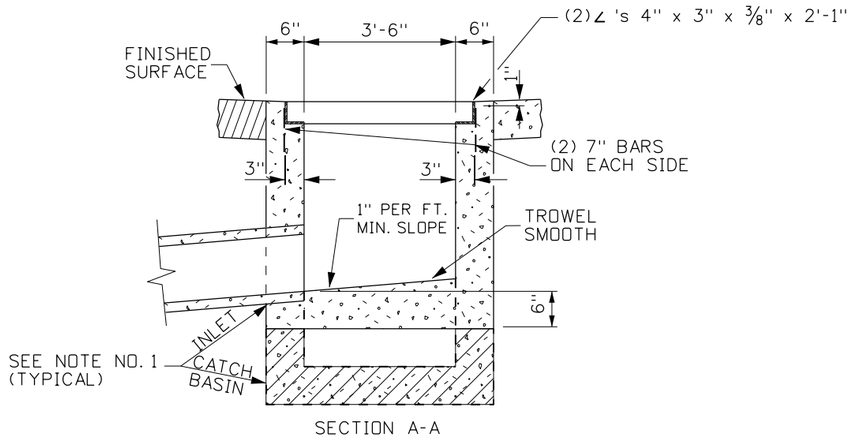
PLAN



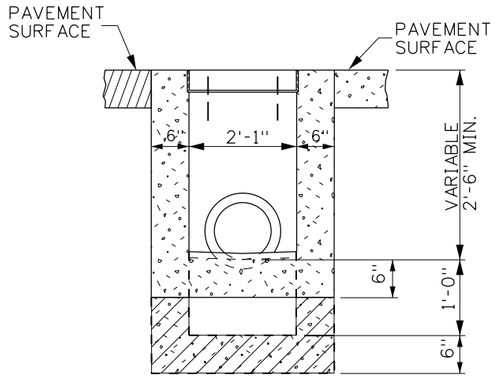
SECTION C-C

GRATE A (STEEL)

(WEIGHT : APPROXIMATELY 202 LBS., SEE NOTE 9 & 10)



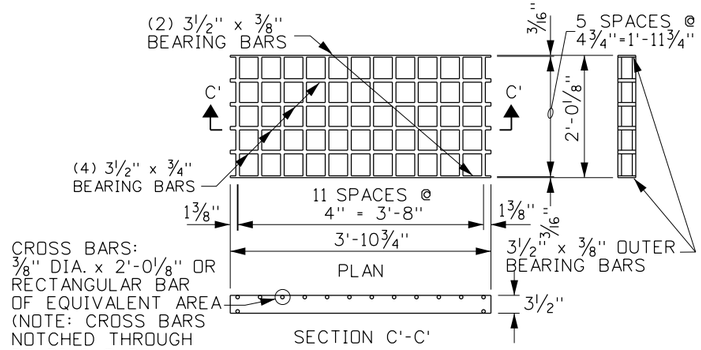
SECTION A-A



SECTION B-B

INLET - TYPE 3A

CATCH BASIN - TYPE 3A



SECTION C'-C'

GRATE B (STEEL)

(WEIGHT : APPROXIMATELY 185 LBS., SEE NOTE 9 & 10)

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER REGISTERED ORIGINAL SIGNED TED E. MASON NOVEMBER 3, 2005 STATE OF IDAHO

REVISIONS								
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	04-82		6	11-04	MSM			
2	01-89		7	11-08	JRV			
3	12-94	MSM						
4	06-97	MSM						
5	03-01	MSM						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 605-21_1108.dgn

DRAWING DATE: OCTOBER, 1980

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

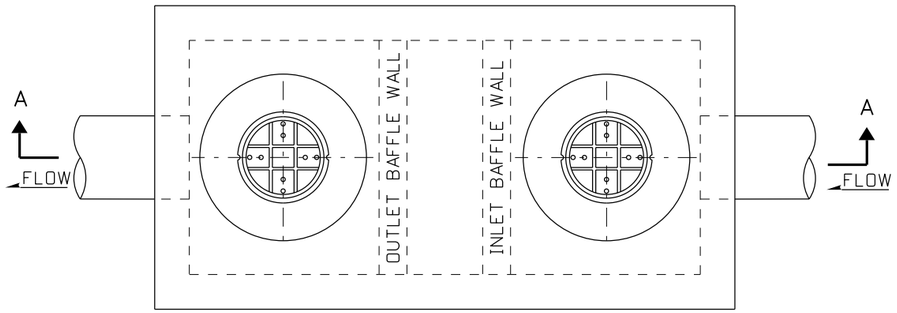
ORIGINAL SIGNED BY: LOREN THOMAS
ASSISTANT CHIEF ENGINEER (DEVELOPMENT)
ORIGINAL SIGNED BY: TOM COLE
CHIEF ENGINEER

STANDARD DRAWING

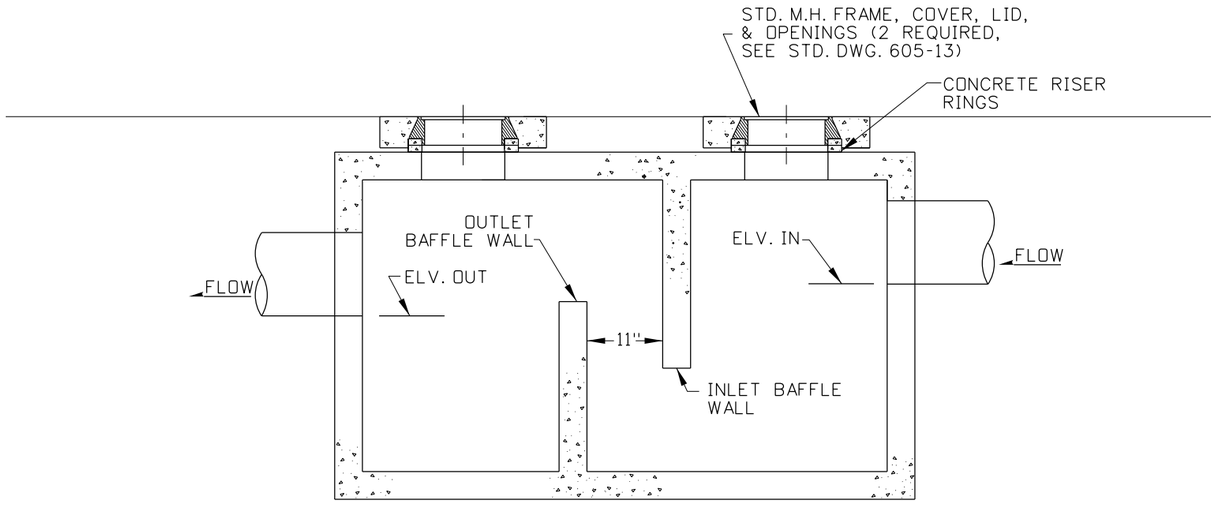
INLETS & CATCH BASINS TYPES 1A, 2A, & 3A

English

STANDARD DRAWING NO. 605-21



PLAN



SECTION A-A

SAND AND OIL TRAP

NOTES

1. SEDIMENT & OIL TRAPS MAY BE EITHER PRECAST OR CAST-IN-PLACE. PRECAST TRAPS SHALL MEET THE REQUIREMENTS OF ASTM C 478 AND SHALL HAVE A DESIGN LOAD MEETING AASHTO HS-25 HIGHWAY LOADING.

2. ALL REINFORCING STEEL SHALL BE GRADE 60.

3. CAST-IN-PLACE SEDIMENT & OIL TRAPS SHALL CONFORM TO SECTION 609 - MINOR STRUCTURES OF THE CURRENT ITD STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. DETAILED DRAWING OF PRECAST BOX OR CAST-IN-PLACE BOX DESIGN MUST BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.

4. FOR DETAILS ON MANHOLE INSTALLATION REFER TO STANDARD DRAWING 605-13 (STANDARD MANHOLE FRAME, COVER, & CONCRETE COLLAR.

5. HEIGHT OF OUTLET BAFFLE WALL AND LENGTH OF INLET BAFFLE WALL DETERMINED BY TANK CAPACITY AND FLOW RATE.

6. IF DISTANCE FROM TOP OF BOX TO BOTTOM OF MANHOLE FORM EXCEEDS 12" USE PRECAST MANHOLE RISER PLUS A MAXIMUM OF 12" OF RISER GRADE RINGS.

7. PROVIDE STEPS WHEN THE DISTANCE FROM TOP OF MANHOLE FRAME TO TOP OF BOX EXCEEDS 24".

8. CONCRETE RISER RINGS (MAX 24"). FOR VAULT DEPTH GREATER THAN 24", USE PRECAST MANHOLE SECTIONS.

9. LOCATION AND FLOW LINE ELVATION PER DESIGN PLANS.

10. ELV. IN > ELV. OF TOP OF OUTLET BAFFLE WALL BY A MINIMUM OF 0.1', UNLESS OTHERWISE APPROVED BY THE ENGINEER.

11. ELV. OUT < ELV OF TOP OF OUTLET BAFFLE WALL BY A MINIMUM OF 0.25', UNLESS OTHERWISE APPROVED BY THE ENGINEER.

12. NOT TO SCALE.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED ORIGINAL SIGNED BY: KARISSA HARDY OCTOBER 3, 2011 STATE OF IDAHO 14025 KARISSA HARDY

REVISIONS								
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	10-11	KEH						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 605-31_1011.dgn

DRAWING DATE: JUNE, 1996

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

ORIGINAL SIGNED BY: LOREN THOMAS
HIGHWAYS PROGRAM OVERSIGHT ENGINEER

ORIGINAL SIGNED BY: TOM COLE
CHIEF ENGINEER

STANDARD DRAWING

SEDIMENT AND OIL TRAP MANHOLE

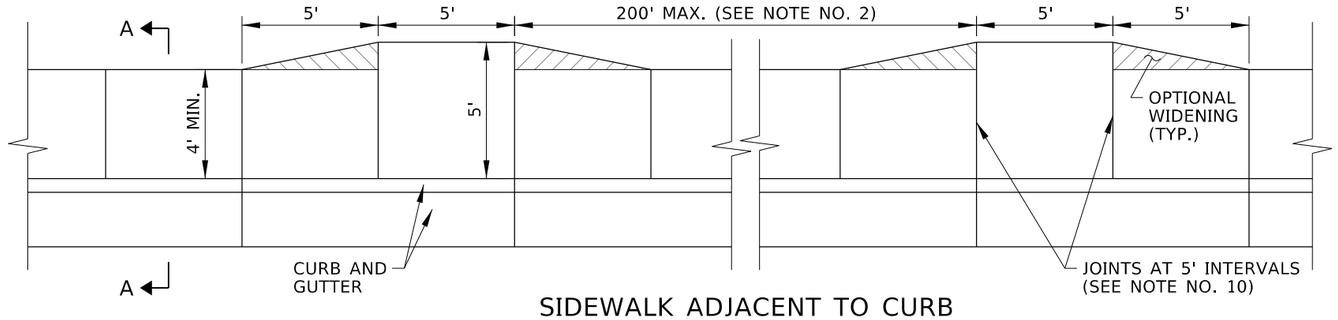
REFER TO STD. DWG. 605-13

English

STANDARD DRAWING NO.

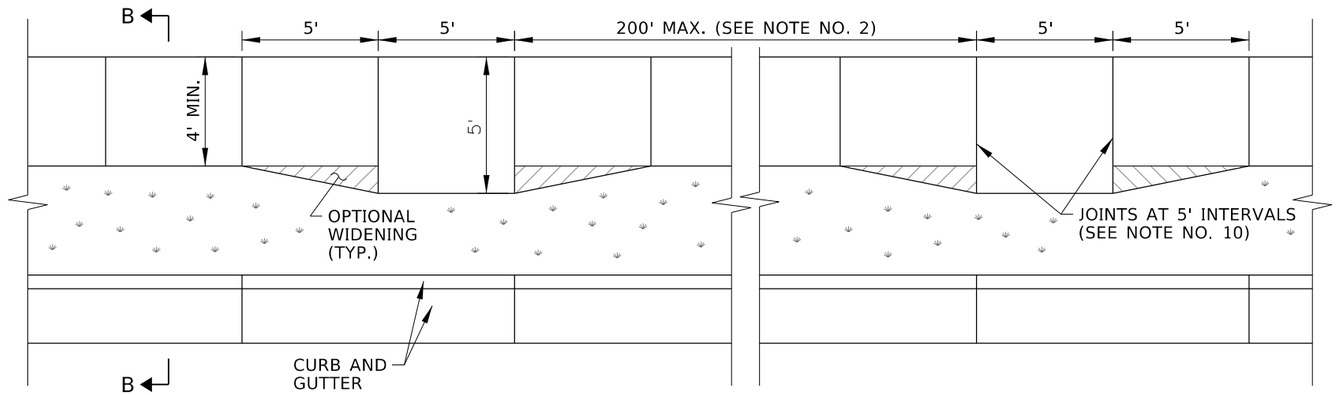
605-31

SHEET 1 OF 1



SIDEWALK ADJACENT TO CURB

SEE NOTE NO. 9

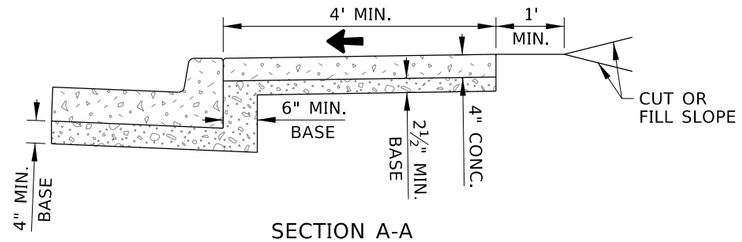


DETACHED SIDEWALK

SYMBOL LEGEND

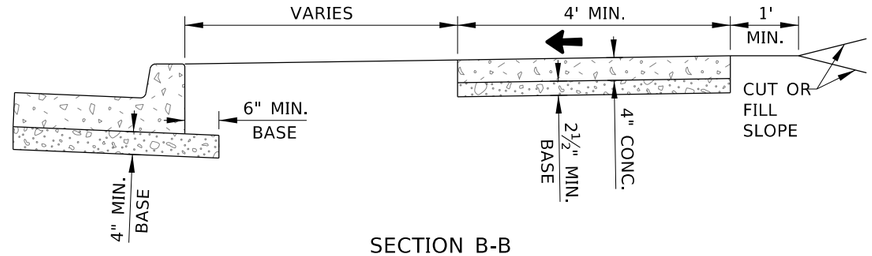
1.0% TO 2.0% SLOPE

5.0% TO 8.3% RUNNING SLOPE, 2.0% OR FLATTER CROSS SLOPE

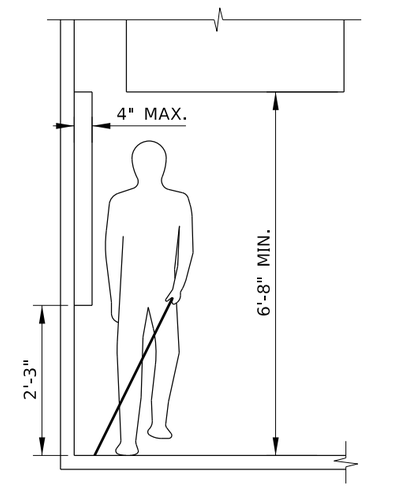


SECTION A-A

SEE NOTE NO. 9

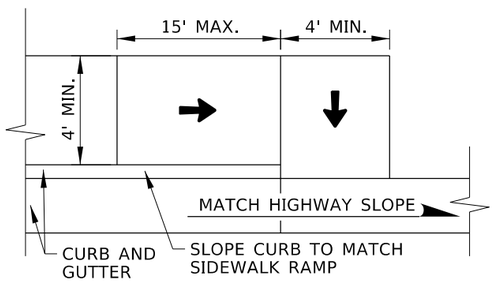


SECTION B-B

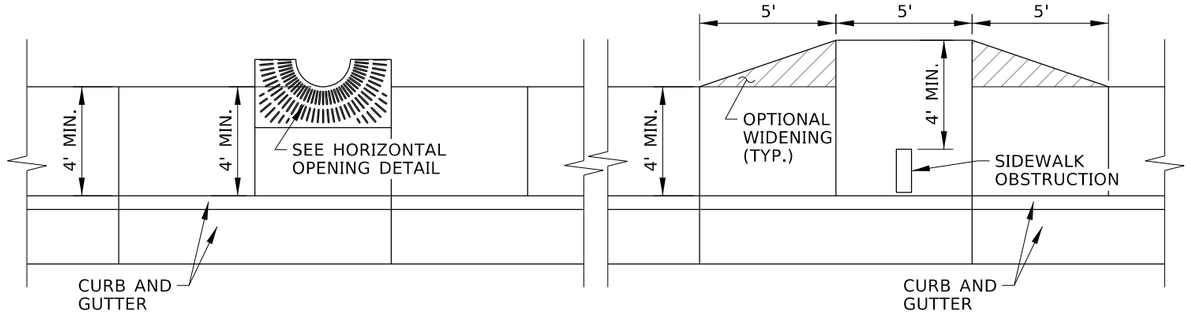


PROTRUDING OBJECT DETAIL

SEE NOTE NO. 7



SIDEWALK TERMINATION DETAIL



WIDENING AROUND OBSTRUCTIONS DETAIL

SEE NOTE NOS. 6 & 7

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED ORIGINAL SIGNED BY RYAN D. LANCASTER DATE OF ORIGINAL SIGNATURE APRIL 9, 2025 13683 STATE OF IDAHO RYAN D. LANCASTER

REVISIONS									
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	03-25	RDL						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 614-1_0425.dgn

DRAWING DATE: MAY, 2015

IDAHO TRANSPORTATION DEPARTMENT

YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

BOISE IDAHO

ORIGINAL SIGNED BY: MONICA CRIDER

HIGHWAY DESIGN ENGINEER

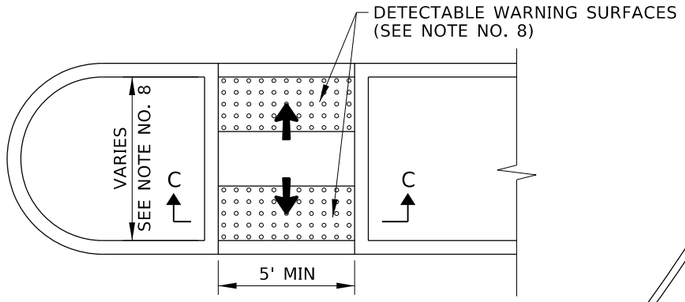
STANDARD DRAWING

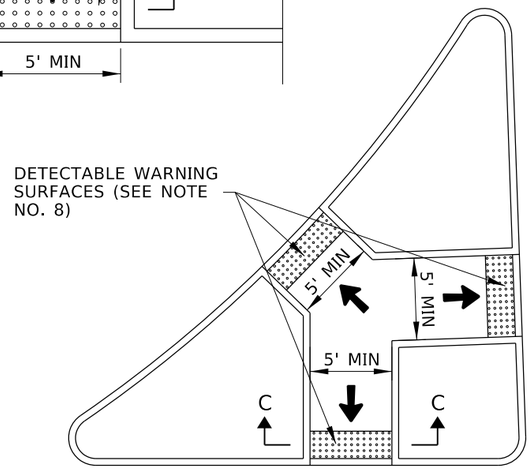
SIDEWALKS

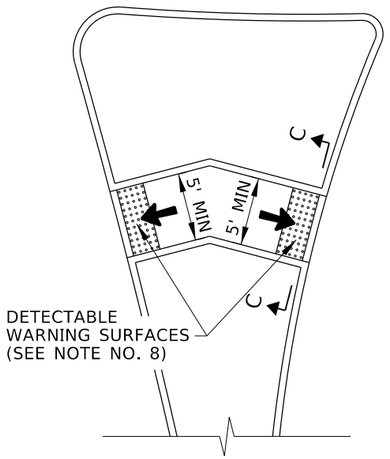
ENGLISH

STANDARD DRAWING NO.

614-1





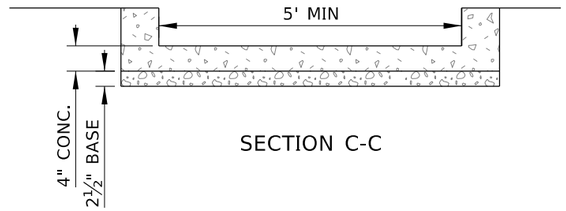


PEDESTRIAN REFUGE ISLAND DETAILS

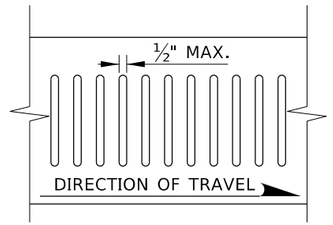
SYMBOL LEGEND

1.0% TO 2.0% SLOPE

5.0% TO 8.3% RUNNING SLOPE,
2.0% OR FLATTER CROSS SLOPE

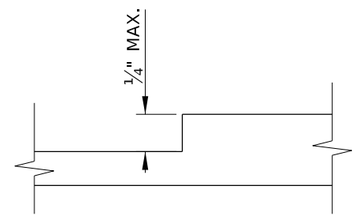


SECTION C-C

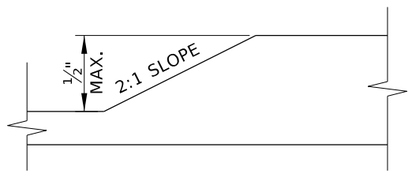


HORIZONTAL OPENING DETAIL

SEE NOTE NO. 6



VERTICAL DISCONTINUITY OF ¼" OR LESS



VERTICAL DISCONTINUITY BETWEEN ¼" AND ½"

VERTICAL SURFACE DISCONTINUITY DETAIL

SEE NOTE NO. 5

NOTES

1. SIDEWALKS MAY CONSIST OF A PEDESTRIAN CIRCULATION PATH AND A PEDESTRIAN ACCESS ROUTE. THE PEDESTRIAN CIRCULATION PATH IS A PREPARED SURFACE PROVIDED FOR PEDESTRIAN TRAVEL IN THE PUBLIC RIGHT-OF-WAY. THE PEDESTRIAN ACCESS ROUTE IS A CONTINUOUS AND UNOBSTRUCTED PATH OF TRAVEL PROVIDED FOR PEDESTRIANS WITH DISABILITIES WITHIN OR COINCIDING WITH A PEDESTRIAN CIRCULATION PATH.
2. PROVIDE AT LEAST 4' OF CONTINUOUS CLEAR WIDTH OF PEDESTRIAN ACCESS ROUTE, EXCLUSIVE OF THE CURB WIDTH. WHERE SIDEWALKS ARE WIDER THAN 4', ONLY A PORTION OF THE SIDEWALK IS REQUIRED TO BE PART OF THE PEDESTRIAN ACCESS ROUTE.

   PROVIDE A PASSING SPACE AT 200' OR SHORTER INTERVALS WHEN THE CLEAR WIDTH OF THE PEDESTRIAN ACCESS ROUTE IS LESS THAN 5'. ENSURE THAT THE DIMENSIONS OF THE PASSING SPACE ARE AT LEAST 5' BY 5'. INTERSECTING SIDEWALKS, DRIVEWAYS, AND ALLEYS MAY BE USED AS PASSING SPACES.
3. ENSURE THAT THE GRADE OF THE PEDESTRIAN ACCESS ROUTE DOES NOT EXCEED THE GENERAL GRADE ESTABLISHED FOR THE ADJACENT HIGHWAY.
4. ENSURE THAT THE CROSS SLOPE OF THE PEDESTRIAN ACCESS ROUTE WITHIN THE SIDEWALK DOES NOT EXCEED TWO PERCENT.
5. VERTICAL SURFACE DISCONTINUITIES MAY OCCASIONALLY OCCUR AT EXPANSION JOINTS, UTILITY COVERS, VAULT FRAMES, AND GRATINGS WITHIN THE SIDEWALK. ENSURE THAT VERTICAL SURFACE DISCONTINUITIES DO NOT EXCEED ½". BEVEL VERTICAL SURFACE DISCONTINUITIES BETWEEN ¼" ½" WITH A 2:1 SLOPE ACROSS THE ENTIRE VERTICAL SURFACE DISCONTINUITY.
6. ENSURE THAT HORIZONTAL OPENINGS IN GRATINGS AND JOINTS DO NOT PERMIT PASSAGE OF A SPHERE MORE THAN ½" IN DIAMETER.
7. OBJECTS PROTRUDING INTO OR OVERHANGING A PEDESTRIAN CIRCULATION PATH MUST NOT REDUCE THE MINIMUM CLEAR WIDTH OF THE PEDESTRIAN ACCESS ROUTE. PROTRUDING OBJECTS INCLUDE STREET FURNITURE, STREET LIGHTS, UTILITY POLES, EQUIPMENT CABINETS, SIGN POSTS AND SIGNS, PARKING METERS, TRASH RECEPTACLES, PUBLIC TELEPHONES, MAILBOXES, NEWSPAPER VENDING MACHINES, BENCHES, TRANSIT SHELTERS, KIOSKS, BICYCLE RACKS, PLANTERS AND PLANTED TREES, AND STREET SCULPTURES.

   ENSURE THAT OBJECTS WITH LEADING EDGES BETWEEN 2'-3" AND 6'-8" ABOVE THE FINISH SURFACE DO NOT PROTRUDE MORE THAN 4" HORIZONTALLY INTO THE PEDESTRIAN CIRCULATION PATH.
8. PROVIDE DETECTABLE WARNING SURFACES ON PEDESTRIAN REFUGE ISLANDS WITH CURB RAMPS OR WHEN CUT-THROUGH AT STREET LEVEL AND REFUGE ISLAND WIDTHS ARE GREATER THAN SIX FEET IN THE DIRECTION OF PEDESTRIAN TRAVEL. DO NOT INSTALL DETECTABLE WARNING SURFACES AT PEDESTRIAN REFUGE ISLANDS THAT ARE CUT-THROUGH AT STREET LEVEL AND ARE LESS THAN SIX FEET IN WIDTH IN THE DIRECTION OF PEDESTRIAN TRAVEL. SEE STANDARD DRAWING 614-3 FOR DETECTABLE WARNING SURFACE DETAILS.
9. USE A BOND PREVENTATIVE BETWEEN THE SIDEWALK AND CURB WHEN CONSTRUCTED SEPARATELY AND PLACED ADJACENT TO EACH OTHER.
10. CONSTRUCT CONTRACTION, ISOLATION OR EXPANSION JOINTS.
    A. CONSTRUCT CONTRACTION JOINTS AT 5' INTERVALS THAT ARE APPROXIMATELY ⅛" WIDE AND ¾" DEEP FOR THE WIDTH OF THE SIDEWALK.
    B. CONSTRUCT ISOLATION OR EXPANSION JOINTS WITH PREFORMED EXPANSION JOINT FILLER AT RADII TERMINI POINTS AND BETWEEN STRUCTURES AND FEATURES PROJECTING THROUGH, INTO, OR AGAINST THE SIDEWALK SUCH AS CATCH BASINS, MANHOLES, POLE FOUNDATIONS, AND JUNCTION BOXES. PROVIDE ¼" MINIMUM WIDTH FOR ISOLATION OR EXPANSION JOINTS. DO NOT USE WOOD AS A CONSTRACTION OR ISOLATION JOINT.
11. DRAWING NOT TO SCALE.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED RYAN D. LANCASTER STATE OF IDAHO 13683 ORIGINAL SIGNED BY RYAN D. LANCASTER APR 9, 2025 EXPIRES: 6/30/2026

REVISIONS									
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	03-25	RDL						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 614-1_0425.dgn

DRAWING DATE: MAY, 2015

IDAHO TRANSPORTATION DEPARTMENT
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BOISE IDAHO

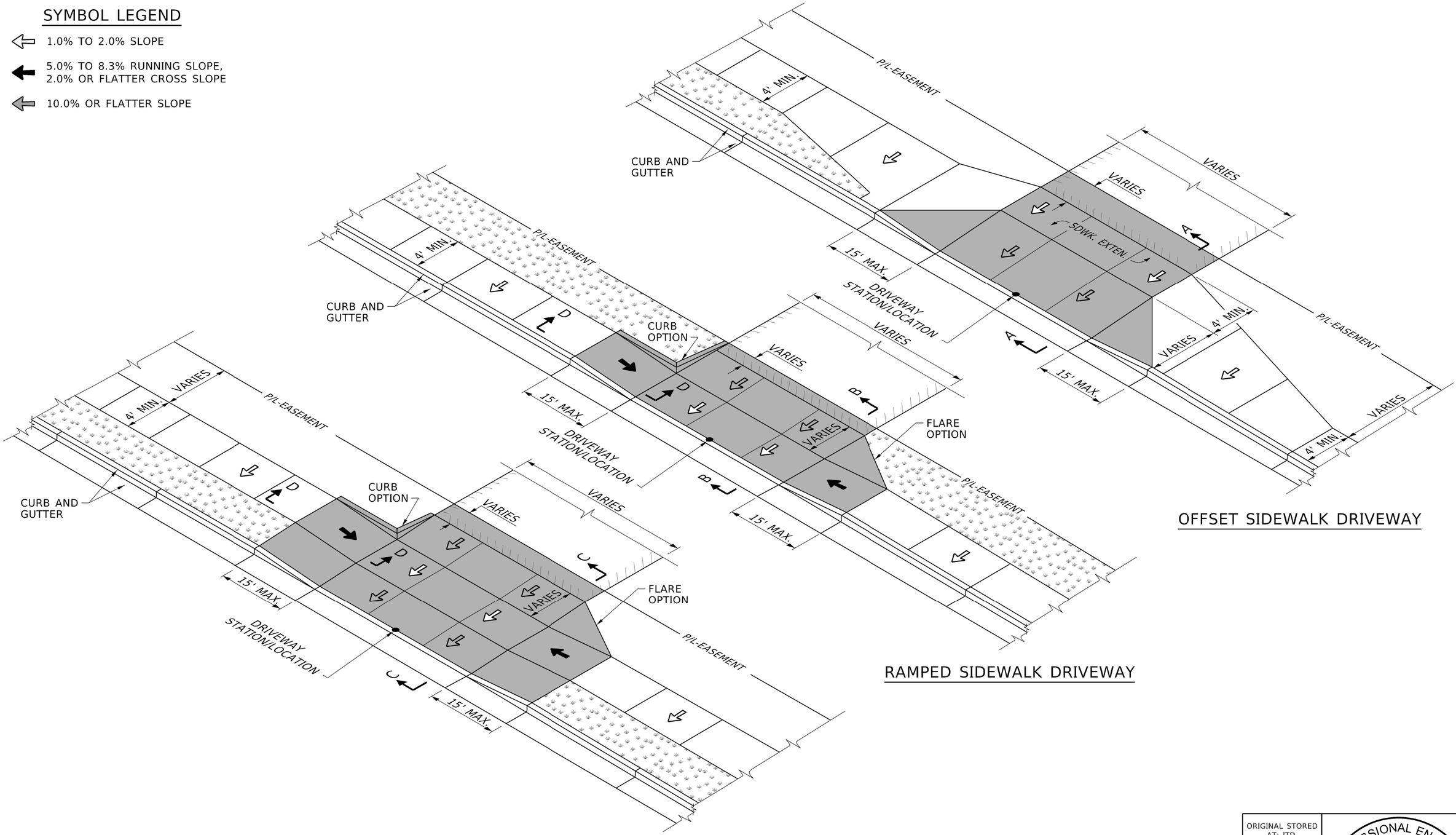
ORIGINAL SIGNED BY: MONICA CRIDER
HIGHWAY DESIGN ENGINEER

STANDARD DRAWING
SIDEWALKS

ENGLISH
STANDARD DRAWING NO.
614-1
SHEET 2 OF 2

SYMBOL LEGEND

- 1.0% TO 2.0% SLOPE
- 5.0% TO 8.3% RUNNING SLOPE, 2.0% OR FLATTER CROSS SLOPE
- 10.0% OR FLATTER SLOPE



OFFSET SIDEWALK DRIVEWAY

RAMPED SIDEWALK DRIVEWAY

COMBINATION DRIVEWAY

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED ORIGINAL SIGNED BY RYAN D. LANCASTER STATE OF IDAHO APRIL 9, 2025 ORIGINAL SIGNED 13683 RYAN D. LANCASTER

REVISIONS								
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	11-90	GB	6	05-06	MSM			
2	09-93	MSM	7	05-07	MSM			
3	12-94	MSM	8	07-10	JAW			
4	09-02	MSM	9	04-15	EG			
5	06-04	MSM	10	04-25	RDL			

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 614-2_0425.dgn

DRAWING DATE: APRIL, 1990

IDAHO TRANSPORTATION DEPARTMENT

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BOISE IDAHO

ORIGINAL SIGNED BY: MONICA CRIDER

HIGHWAY DESIGN ENGINEER

STANDARD DRAWING

DRIVEWAYS

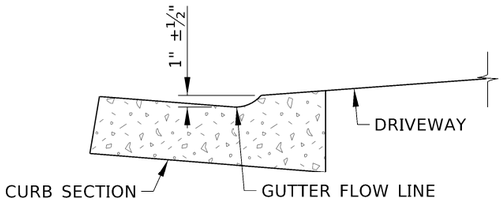
ENGLISH

STANDARD DRAWING NO.

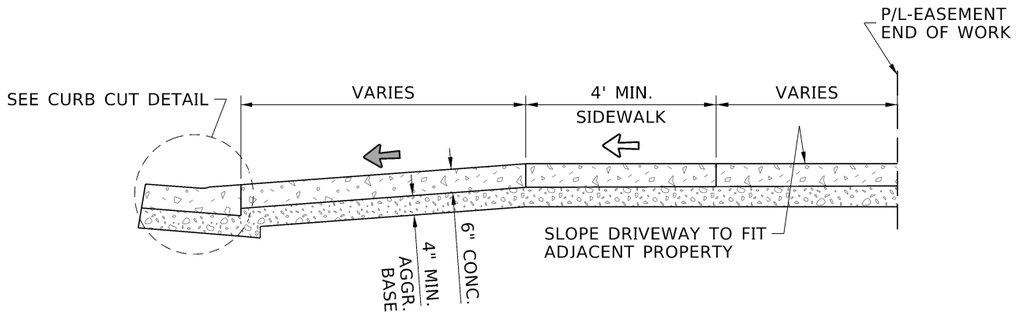
614-2

SYMBOL LEGEND

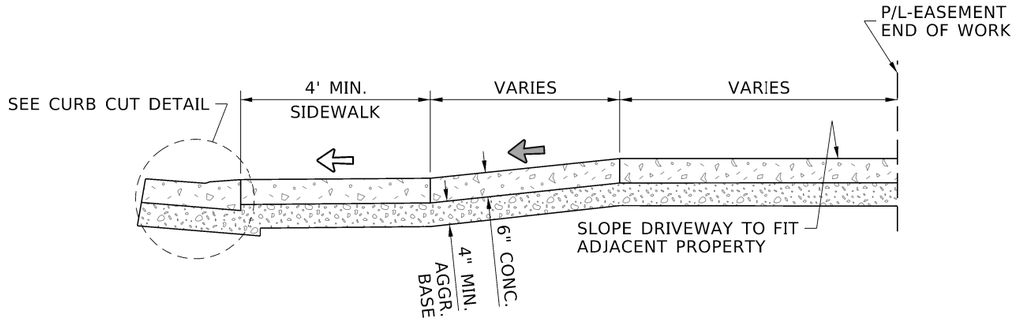
- 1.0% TO 2.0% SLOPE
- 5.0% TO 8.3% RUNNING SLOPE, 2.0% OR FLATTER CROSS SLOPE
- 10.0% OR FLATTER SLOPE



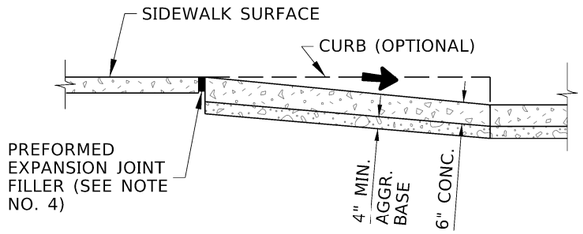
CURB CUT DETAIL



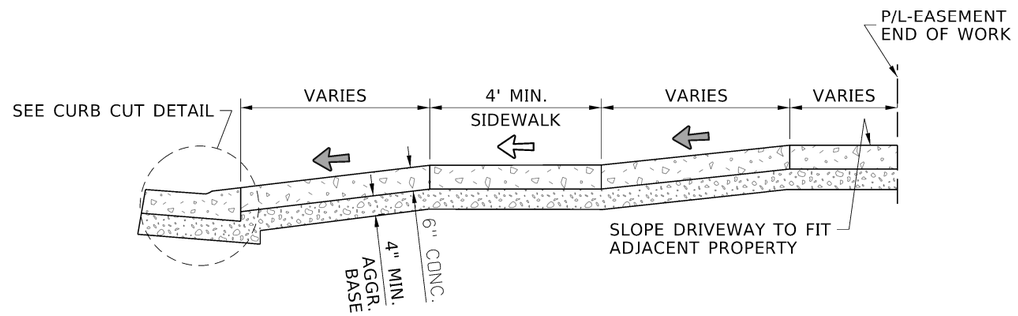
SECTION A-A



SECTION B-B



SECTION D-D



SECTION C-C

NOTES

1. EXTENTS OF DRIVEWAY PAY ITEMS ARE SHOWN IN GRAY SHADING.
2. SEE THE SIDEWALKS STANDARD DRAWING FOR NOTES RELATED TO THE PEDESTRIAN ACCESS ROUTE.
3. DO NOT PLACE DETECTABLE WARNING SURFACES ON DRIVEWAYS.
4. USE A BOND PREVENTATIVE BETWEEN THE DRIVEWAY OR SIDEWALK AND CURB WHEN CONSTRUCTED SEPARATELY AND PLACED ADJACENT TO EACH OTHER.
5. CONSTRUCT CONTRACTION, ISOLATION OR EXPANSION JOINTS.
   A. CONSTRUCT CONTRACTION JOINTS AT 5' INTERVALS THAT ARE APPROXIMATELY ⅛" WIDE AND ¾" DEEP.
   B. CONSTRUCT ISOLATION OR EXPANSION JOINTS WITH PREFORMED EXPANSION JOINT FILLER AT RADII TERMINI POINTS AND BETWEEN STRUCTURES AND FEATURES PROJECTING THROUGH, INTO, OR AGAINST THE DRIVEWAY SUCH AS CATCH BASINS, MANHOLES, POLE FOUNDATIONS, AND JUNCTION BOXES. PROVIDE ¼" MINIMUM WIDTH FOR ISOLATION OR EXPANSION JOINTS. DO NOT USE WOOD AS A CONSTRACTION OR ISOLATION JOINT.
6. DRAWING NOT TO SCALE.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED ORIGINAL SIGNED BY RYAN D. LANCASTER STATE OF IDAHO APPROVED APRIL 9, 2025 ORIGINAL SIGNED BY 13683 RYAN D. LANCASTER

REVISIONS								
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	11-90	GB	6	05-06	MSM			
2	09-93	MSM	7	05-07	MSM			
3	12-94	MSM	8	07-10	JAW			
4	09-02	MSM	9	04-15	EG			
5	06-04	MSM	10	04-25	RDL			

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 614-2_0425.dgn

DRAWING DATE: APRIL, 1990

IDAHO TRANSPORTATION DEPARTMENT
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BOISE IDAHO

ORIGINAL SIGNED BY: MONICA CRIDER
HIGHWAY DESIGN ENGINEER

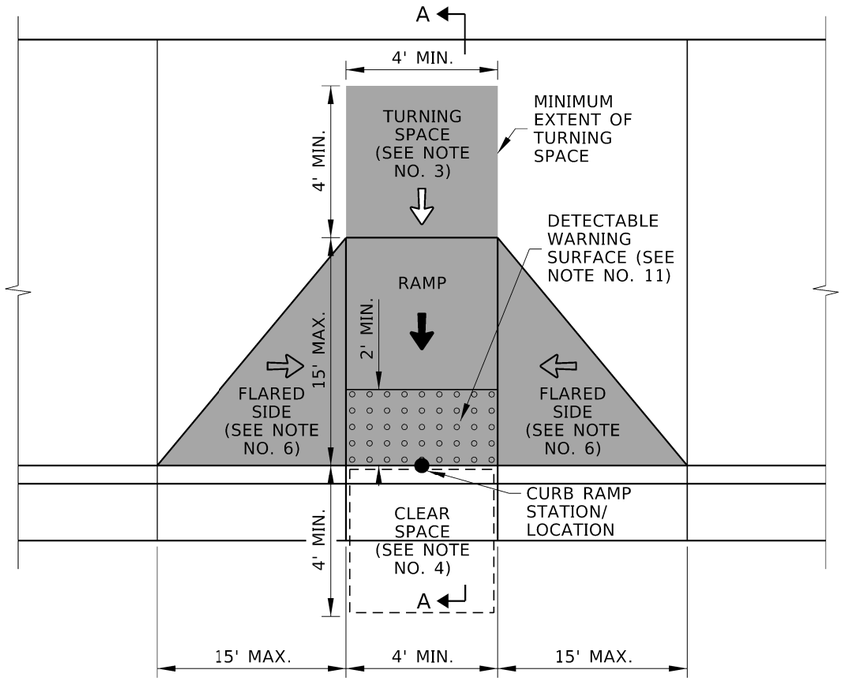
STANDARD DRAWING

DRIVEWAYS

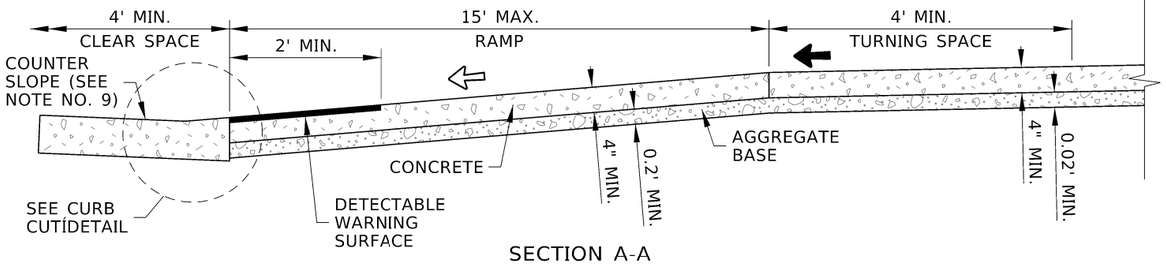
ENGLISH

STANDARD DRAWING NO.
614-2

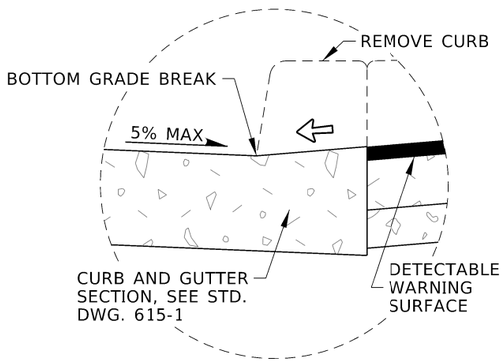
SHEET 2 OF 2



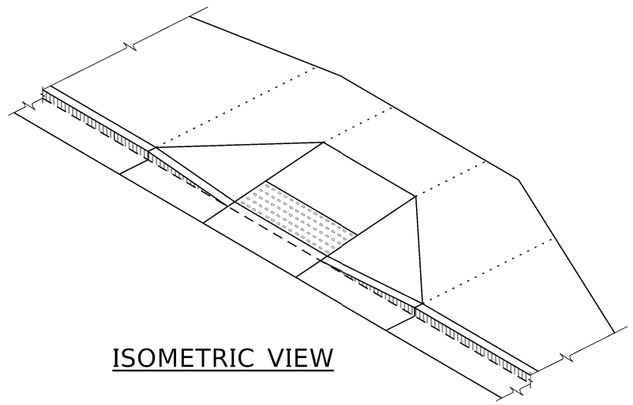
PERPENDICULAR CURB RAMP



SECTION A-A



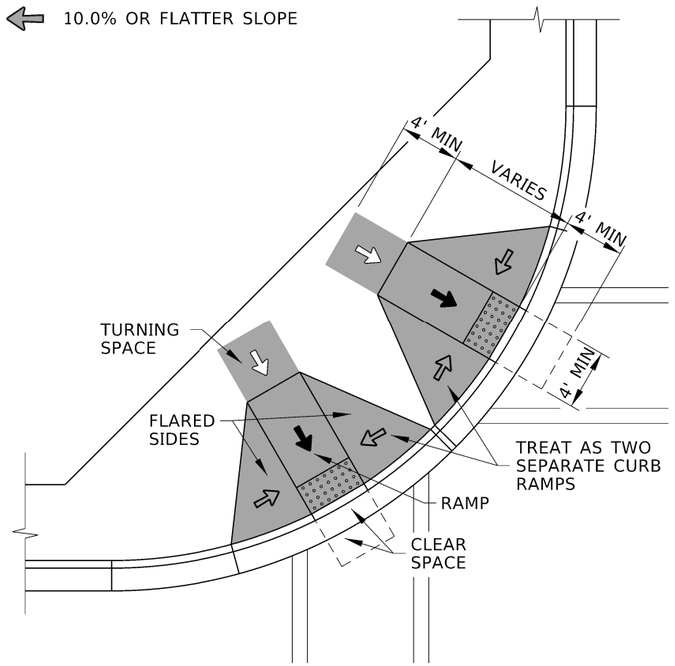
CURB CUT DETAIL

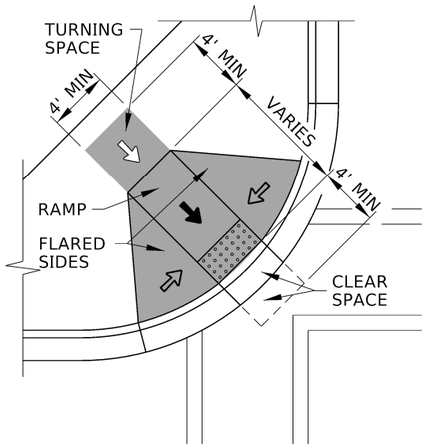


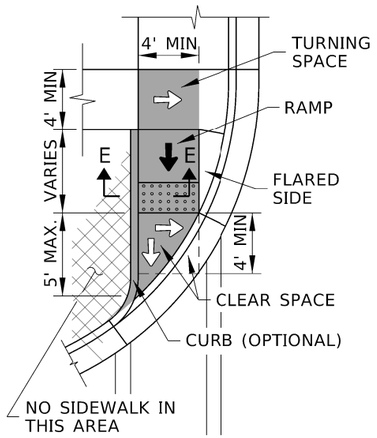
ISOMETRIC VIEW

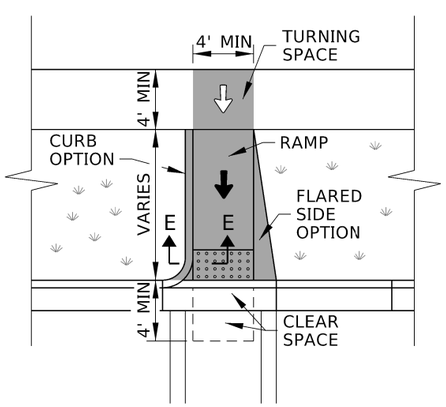
SYMBOL LEGEND

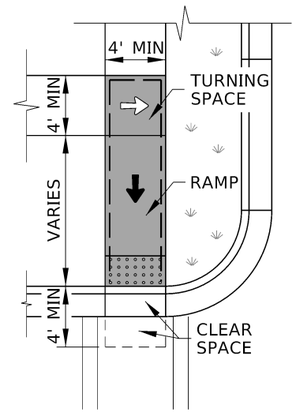
- 1.0% TO 2.0% SLOPE
- 5.0% TO 8.3% RUNNING SLOPE, 2.0% OR FLATTER CROSS SLOPE
- 10.0% OR FLATTER SLOPE











EXAMPLE APPLICATIONS

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED RYAN D. LANCASTER ORIGINAL SIGNED BY RYAN D. LANCASTER APRIL 9, 2025 STATE OF IDAHO 13663 RYAN D. LANCASTER

REVISIONS									
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	09-93	MSM	6	07-03	MSM	11	07-10	JAW
2	12-95	MSM	7	12-04	MSM	12	09-11	TEM
3	06-98	MSM	8	06-05	MSM	13	05-15	RDL
4	08-01	MSM	9	05-06	MSM	14	04-25	RDL
5	10-02	MSM	10	05-07	MSM			

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 614-3_0425.dgn

DRAWING DATE: JUNE, 1990

IDAHO TRANSPORTATION DEPARTMENT

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BOISE IDAHO

ORIGINAL SIGNED BY: MONICA CRIDER

HIGHWAY DESIGN ENGINEER

STANDARD DRAWING

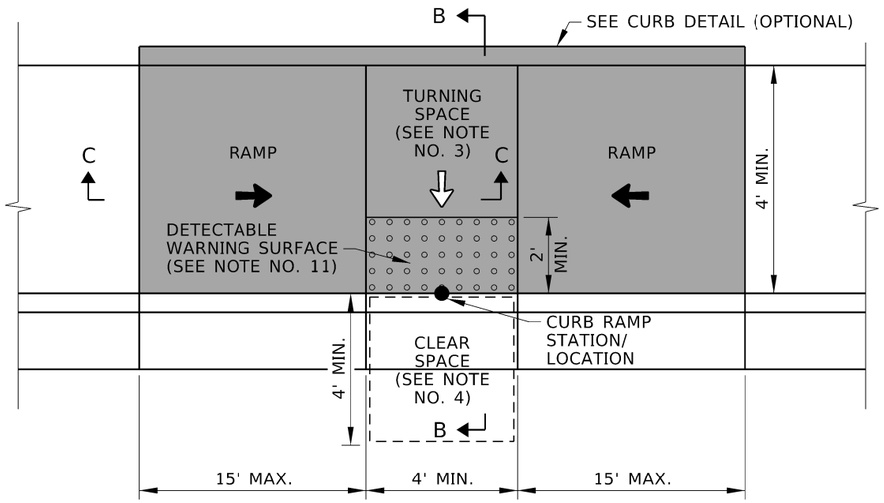
CURB RAMPS

ENGLISH

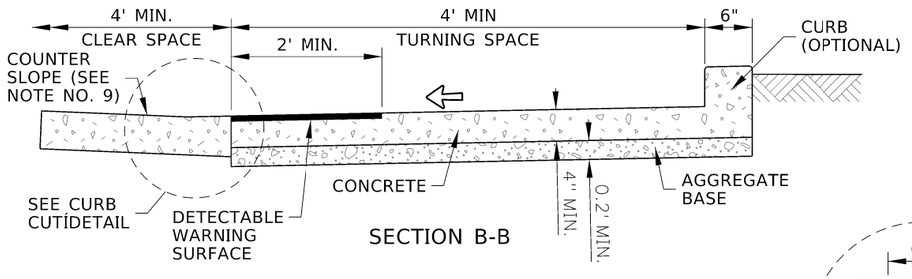
STANDARD DRAWING NO.

614-3

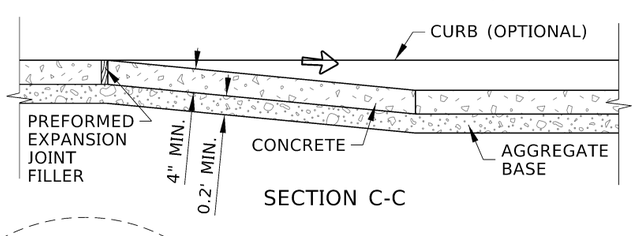
SHEET 1 OF 4



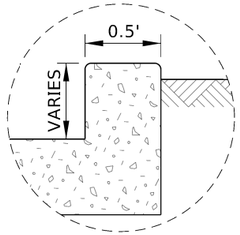
PARALLEL CURB RAMP



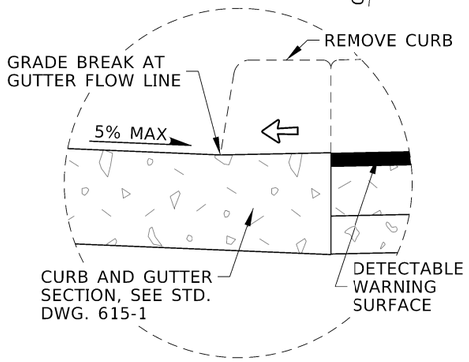
SECTION B-B



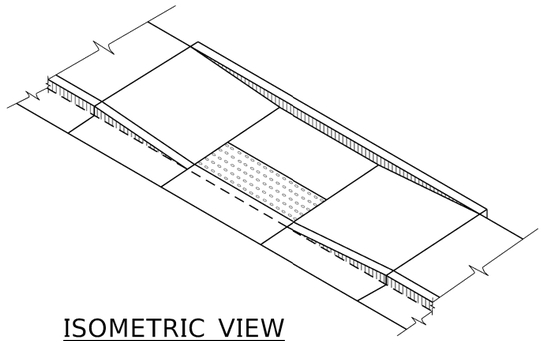
SECTION C-C



CURB DETAIL



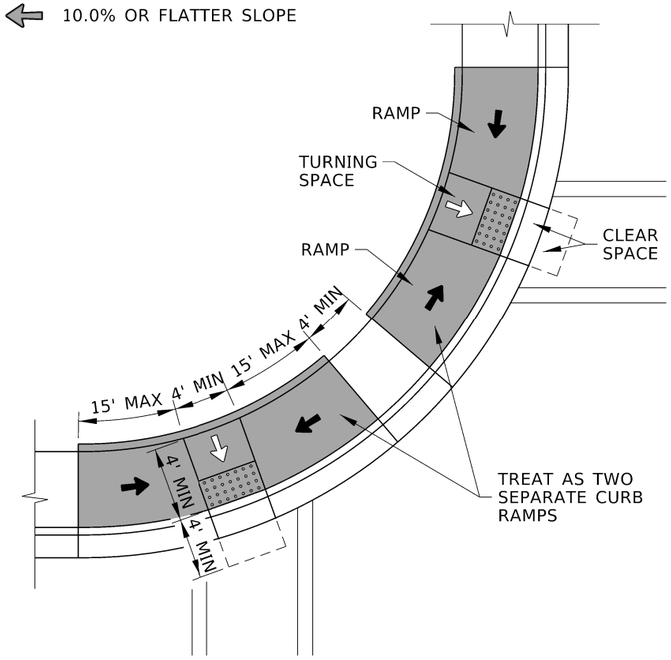
CURB CUT DETAIL

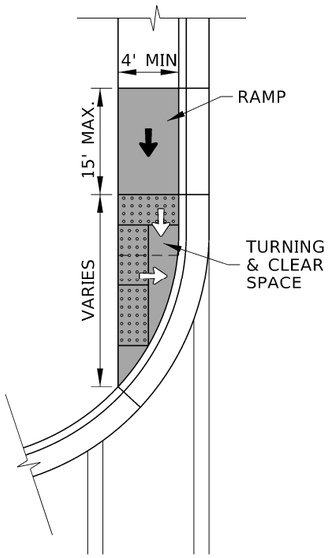


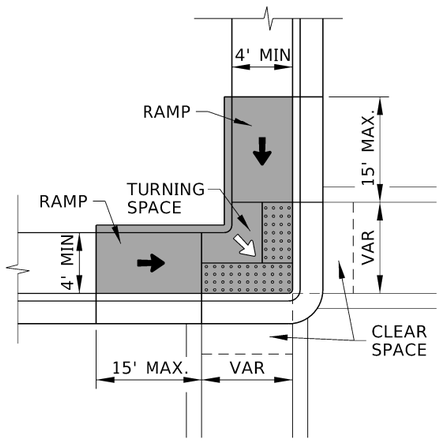
ISOMETRIC VIEW

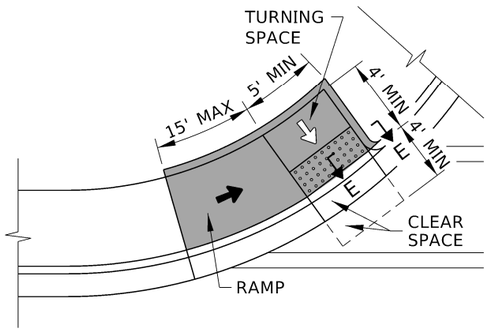
SYMBOL LEGEND

- 1.0% TO 2.0% SLOPE
- 5.0% TO 8.3% RUNNING SLOPE, 2.0% OR FLATTER CROSS SLOPE
- 10.0% OR FLATTER SLOPE









EXAMPLE APPLICATIONS

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED RYAN D. LANCASTER STATE OF IDAHO ORIGINAL SIGNED BY RYAN D. LANCASTER APRIL 9, 2025 A13683 STATE OF IDAHO RYAN D. LANCASTER

REVISIONS								
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	09-93	MSM	6	07-03	MSM	11	07-10	JAW
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SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 614-3_0425.dgn

DRAWING DATE: JUNE, 1990

IDAHO TRANSPORTATION DEPARTMENT

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BOISE IDAHO

ORIGINAL SIGNED BY: MONICA CRIDER

HIGHWAY DESIGN ENGINEER

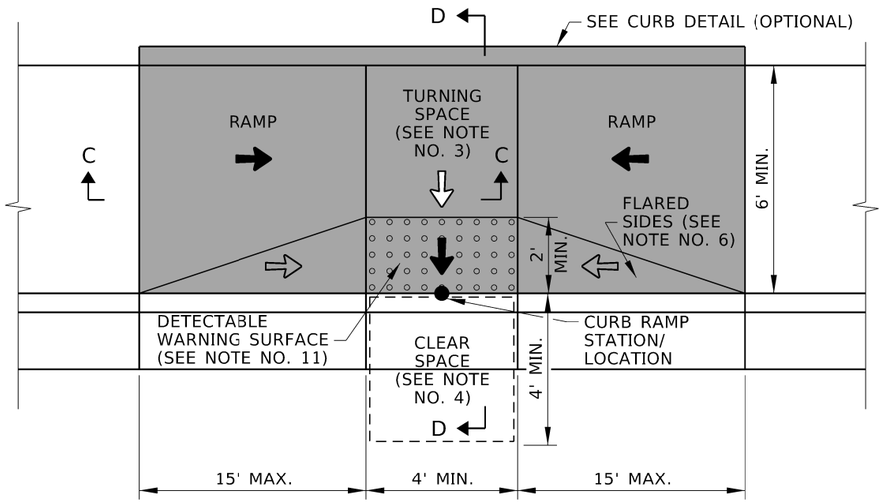
STANDARD DRAWING

CURB RAMPS

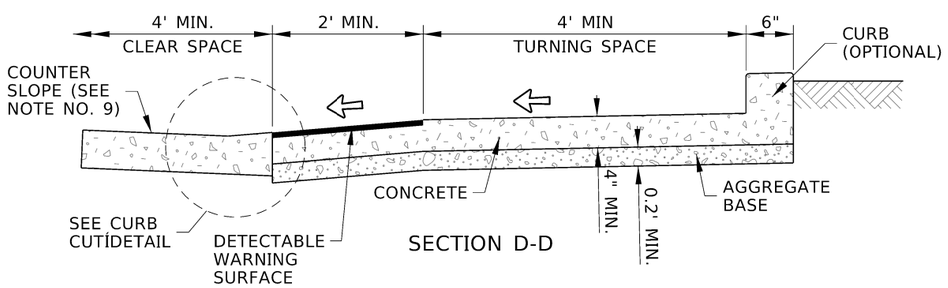
ENGLISH

STANDARD DRAWING NO.

614-3



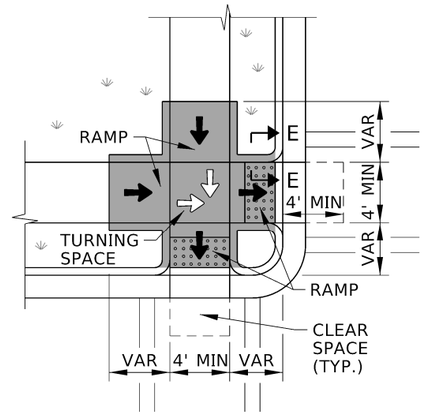
COMBINATION CURB RAMP

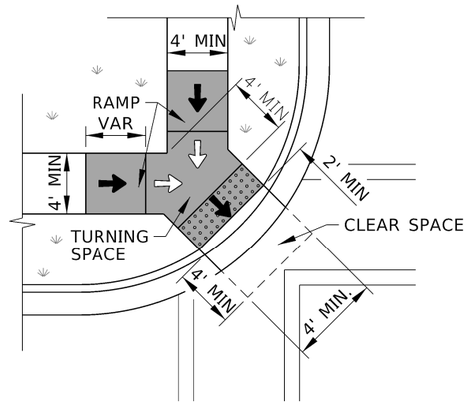


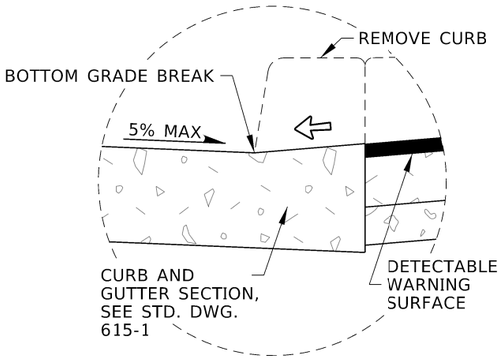
SECTION D-D

SYMBOL LEGEND

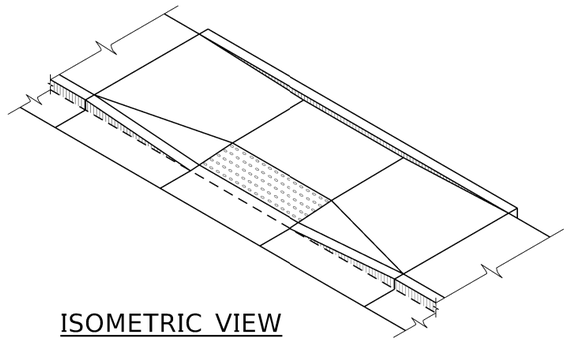
- 1.0% TO 2.0% SLOPE
- 5.0% TO 8.3% RUNNING SLOPE, 2.0% OR FLATTER CROSS SLOPE
- 10.0% OR FLATTER SLOPE



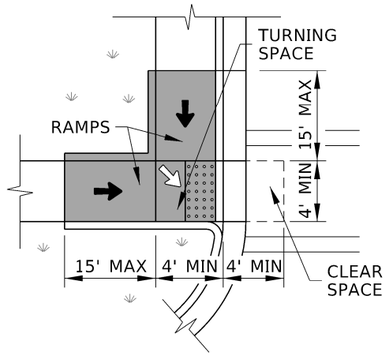


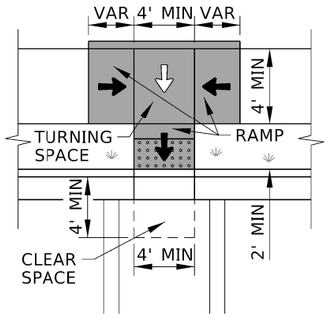


CURB CUT DETAIL



ISOMETRIC VIEW





EXAMPLE APPLICATIONS

REVISIONS									
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	09-93	MSM	6	07-03	MSM	11	07-10	JAW
2	12-95	MSM	7	12-04	MSM	12	09-11	TEM
3	06-98	MSM	8	06-05	MSM	13	05-15	RDL
4	08-01	MSM	9	05-06	MSM	14	04-25	RDL
5	10-02	MSM	10	05-07	MSM			

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CADD FILE NAME: 614-3_0425.dgn

DRAWING DATE: JUNE, 1990

IDAHO TRANSPORTATION DEPARTMENT

YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

BOISE IDAHO

ORIGINAL SIGNED BY: MONICA CRIDER

HIGHWAY DESIGN ENGINEER

STANDARD DRAWING

CURB RAMPS

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

ENGLISH

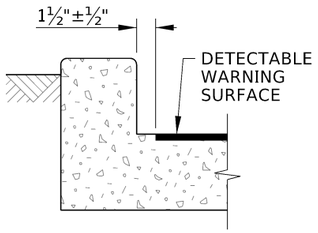
STANDARD DRAWING NO. 614-3

SHEET 3 OF 4

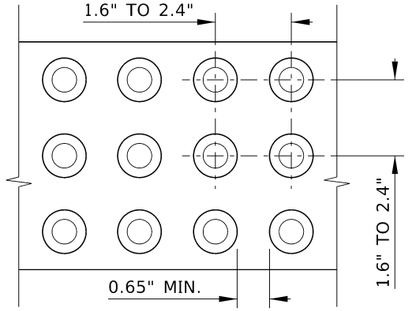
PROFESSIONAL ENGINEER LICENSED RYAN D. LANCASTER STATE OF IDAHO 13683 ORIGINAL SIGNED BY RYAN D. LANCASTER APRIL 9, 2025 ORIGINAL SIGNATURE AND SEAL ON FILE

SYMBOL LEGEND

- 1.0% TO 2.0% SLOPE
- 5.0% TO 8.3% RUNNING SLOPE, 2.0% OR FLATTER CROSS SLOPE
- 10.0% OR FLATTER SLOPE



SECTION E-E



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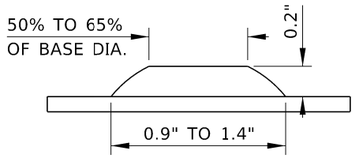
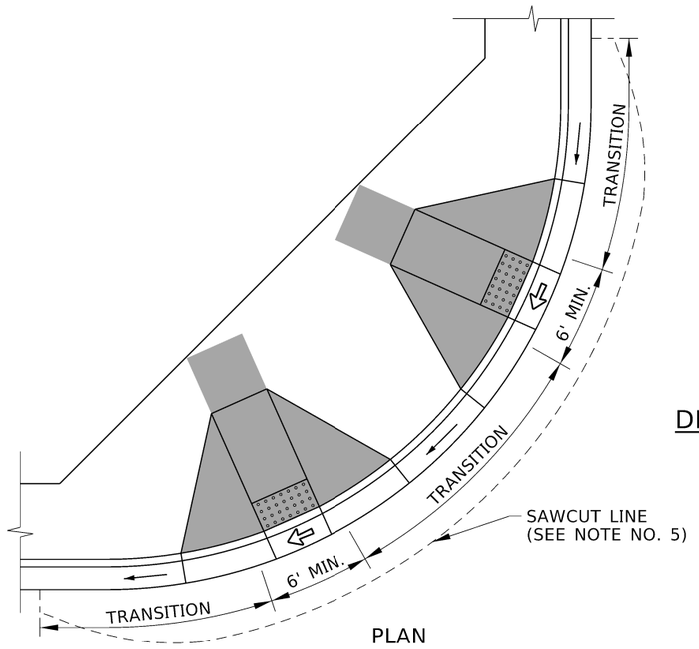
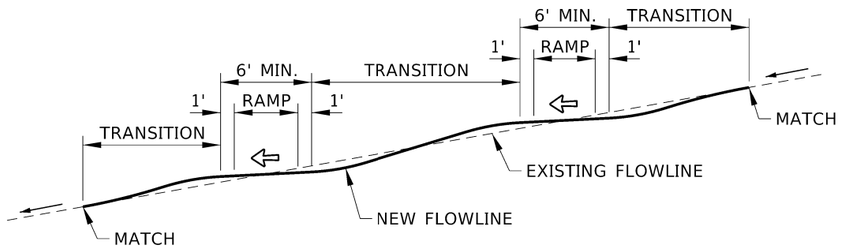


DOME SIZE



PLAN



PROFILE

FLOWLINE PROFILE DETAIL

SEE NOTE NO. 5

DETECTABLE WARNING SURFACE DETAILS

SEE NOTE NO. 11

NOTES

1. EXTENTS OF CURB RAMP PAY ITEMS ARE SHOWN IN GRAY SHADING.
2. CURB RAMPS CAN BE PERPENDICULAR, PARALLEL, OR A COMBINATION OF PARALLEL AND PERPENDICULAR RAMPS. EXAMPLE APPLICATIONS OF EACH ARE SHOWN ON SHEETS 1, 2, AND 3.
   A. PERPENDICULAR CURB RAMPS HAVE A RAMP THAT CUTS THROUGH THE CURB AT RIGHT ANGLES OR MEETS THE GUTTER GRADE BREAK AT RIGHT ANGLES WHEN THE CURB IS CURVED.
   B. PARALLEL CURB RAMPS HAVE A RAMP OR RAMPS IN-LINE WITH THE DIRECTION OF SIDEWALK TRAVEL AND LOWER THE SIDEWALK TO A LEVEL TURNING SPACE WHERE A TURN IS MADE TO ENTER THE PEDESTRIAN STREET CROSSING.
   C. COMBINATION CURB RAMPS HAVE FEATURES FROM PERPENDICULAR AND PARALLEL CURB RAMPS.
3. PROVIDE A TURNING SPACE WITH A 2.0% OR FLATTER SLOPE IN EACH DIRECTION. TURNING SPACES MAY OVERLAP WITH OTHER TURNING SPACES AND CLEAR SPACES.
   A. PERPENDICULAR CURB RAMP:
      PROVIDE A 4' BY 5' MINIMUM TURNING SPACE WHEN THE TURNING SPACE IS CONSTRAINED AT THE BACK-OF-SIDEWALK.
   B. PARALLEL CURB RAMP:
      PROVIDE A 4' BY 5' TURNING SPACE WHEN THE TURNING SPACE IS CONSTRAINED ON TWO OR MORE SIDES. ENSURE THAT THE 5' DIMENSION IS PROVIDED IN THE DIRECTION OF THE PEDESTRIAN STREET CROSSING.
4. PROVIDE A CLEAR SPACE BEYOND THE BOTTOM OF THE GRADE BREAK THAT IS WITHIN THE WIDTH OF THE PEDESTRIAN STREET CROSSING AND WHOLLY OUTSIDE THE PARALLEL VEHICLE TRAFFIC LANE.
5. CROSS SLOPE IS THE SLOPE PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL. ENSURE THAT THE CROSS SLOPE OF THE RAMP AND TURNING SPACE DOES NOT EXCEED TWO PERCENT. AT PEDESTRIAN STREET CROSSINGS WITHOUT YIELD OR STOP CONTROL AND AT MIDBLOCK PEDESTRIAN STREET CROSSINGS, THE CROSS SLOPE MAY MATCH THE STREET OR HIGHWAY GRADE. FLATTEN THE GUTTER FLOWLINE THROUGH CURB RAMPS TO TWO PERCENT OR FLATTER WHEN NEEDED. WHEN THE PAVEMENT IS SAWCUT TO FLATTEN THE FLOWLINE, VARY THE WIDTH OF THE SAWCUT SO THAT THE PAVEMENT PATCH SMOOTHLY MATCHES THE EXISTING PAVEMENT.
6. PROVIDE FLARED SIDES ON PERPENDICULAR CURB RAMPS, OR COMBINATION CURB RAMPS WHERE A PEDESTRIAN CIRCULATION PATH CROSSES THE CURB RAMP. THE FLARED SIDES ARE PART OF THE PEDESTRIAN CIRCULATION PATH, BUT ARE NOT PART OF THE PEDESTRIAN ACCESS ROUTE. THE SLOPE OF THE FLARED SIDES IS MEASURED PARALLEL TO THE CURB LINE. FLARED SIDES ARE NOT NEEDED OR MAY BE STEEPER WHEN THE PEDESTRIAN CIRCULATION PATH DOES NOT CROSS THE CURB RAMP.
7. THE PEDESTRIAN CIRCULATION PATH IS A PREPARED SURFACE PROVIDED FOR PEDESTRIAN TRAVEL IN THE PUBLIC RIGHT-OF-WAY. THE PEDESTRIAN ACCESS ROUTE IS A CONTINUOUS AND UNOBSTRUCTED PATH OF TRAVEL PROVIDED FOR PEDESTRIANS WITH DISABILITIES WITHIN OR COINCIDING WITH A PEDESTRIAN CIRCULATION PATH.
8. ENSURE THAT GRADE BREAKS ARE PERPENDICULAR TO THE DIRECTION OF THE RAMP RUN AND ARE FLUSH. DO NOT CREATE GRADE BREAKS ON THE SURFACE OF RAMP RUNS AND TURNING SPACES.
9. ENSURE THAT THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF CURB RAMPS RUNS DOES NOT EXCEED FIVE PERCENT.
10. WHERE PRACTICAL, PLACE UTILITY COVERS, VAULT FRAMES, AND GRATINGS OUTSIDE RAMP RUNS, TURNING SPACES, OR GUTTER AREAS. LOCATE CATCH BASINS AND INLETS OUTSIDE OF RAMP RUNS.
11. DETECTABLE WARNING SURFACES CONSIST OF TRUNCATED DOMES ALIGNED IN A SQUARE OR RADIAL GRID PATTERN. PROVIDE DETECTABLE WARNING SURFACES THAT CONTRAST VISUALLY WITH ADJACENT GUTTER, HIGHWAY, OR PEDESTRIAN ACCESS ROUTE SURFACE, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT. ENSURE THAT THE DETECTABLE WARNING SURFACE EXTENDS THE FULL WIDTH OF THE RAMP RUN (EXCLUDING FLARED SIDES) OR TURNING SPACE.
    A. PERPENDICULAR AND COMBINATION CURB RAMPS:
       WHERE THE ENDS OF THE BOTTOM GRADE BREAK ARE IN FRONT OF THE BACK OF CURB, PLACE THE DETECTABLE WARNING SURFACE AT THE BACK OF CURB.
       WHERE THE ENDS OF THE BOTTOM GRADE BREAK ARE BEHIND THE BACK OF CURB, PLACE THE DETECTABLE WARNING SURFACE ON THE RAMP RUN WITHIN ONE DOME SPACING OF THE BOTTOM GRADE BREAK AND WITHIN 5' OF THE BACK OF CURB.
    B. PARALLEL CURB RAMP:
       PLACE DETECTABLE WARNING SURFACE ON THE TURNING SPACE AT THE BACK OF CURB.
12. USE A BOND PREVENTATIVE BETWEEN THE CURB RAMP OR SIDEWALK AND CURB WHEN CONSTRUCTED SEPARATELY AND PLACED ADJACENT TO EACH OTHER.
13. CONSTRUCT CONTRACTION, ISOLATION OR EXPANSION JOINTS.
    A. CONSTRUCT CONTRACTION JOINTS AT 5' INTERVALS THAT ARE APPROXIMATELY ⅛" WIDE AND ¾" DEEP.
    B. CONSTRUCT ISOLATION OR EXPANSION JOINTS WITH PREFORMED EXPANSION JOINT FILLER AT RADII TERMINI POINTS AND BETWEEN STRUCTURES AND FEATURES PROJECTING THROUGH, INTO, OR AGAINST THE CURB RAMP SUCH AS CATCH BASINS, MANHOLES, POLE FOUNDATIONS, AND JUNCTION BOXES. PROVIDE ¼" MINIMUM WIDTH FOR ISOLATION OR EXPANSION JOINTS. DO NOT USE WOOD AS A CONSTRACTION OR ISOLATION JOINT.
14. DRAWING NOT TO SCALE.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER
LICENSED
ORIGINAL SIGNED BY
RYAN D. LANCASTER
STATE OF IDAHO
APPROVAL SIGNED
APRIL 9, 2025
13683
RYAN D. LANCASTER

REVISIONS								
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
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3	06-98	MSM	8	06-05	MSM	13	05-15	RDL
4	08-01	MSM	9	05-06	MSM	14	04-25	RDL
5	10-02	MSM	10	05-07	MSM			

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BOISE IDAHO

ORIGINAL SIGNED BY: MONICA CRIDER
HIGHWAY DESIGN ENGINEER

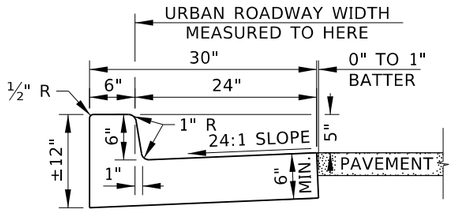
STANDARD DRAWING

CURB RAMPS

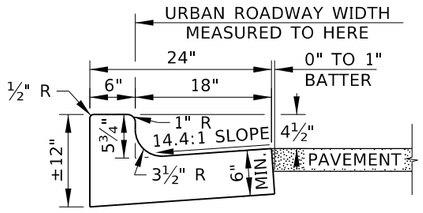
ENGLISH

STANDARD DRAWING NO. 614-3

SHEET 4 OF 4

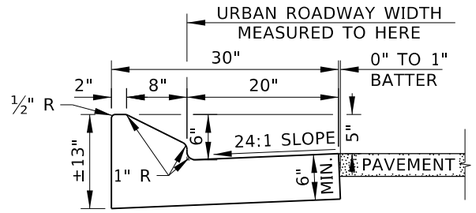


CURB AND GUTTER TYPE 1

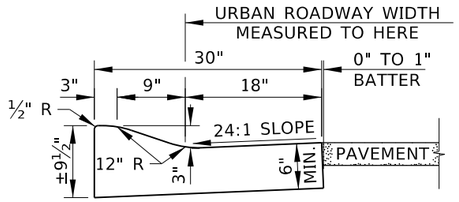


CURB AND GUTTER TYPE 2

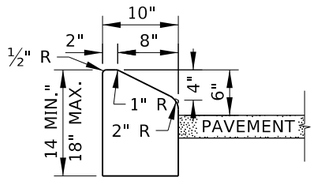
(SEE NOTE NO. 6)



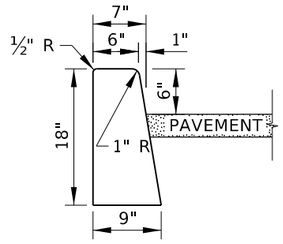
CURB AND GUTTER TYPE 3



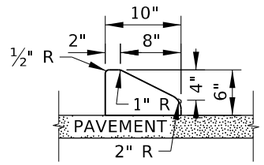
CURB AND GUTTER TYPE 4



CURB TYPE 1

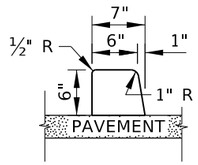


CURB TYPE 2



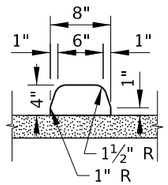
CURB TYPE 3

(SEE NOTE NO. 3)



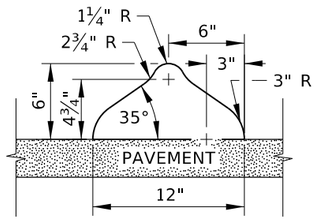
CURB TYPE 4

(SEE NOTE NO. 3)



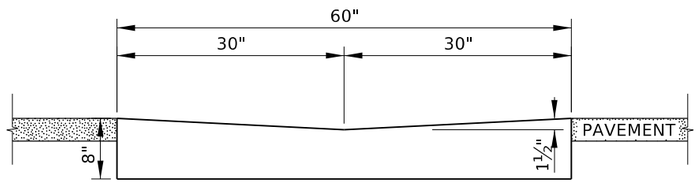
CURB TYPE 5

(SEE NOTE NO. 3)

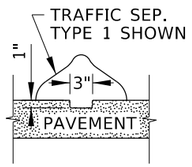


TRAFFIC SEPARATOR TYPE 1

(SEE NOTE NO. 3)

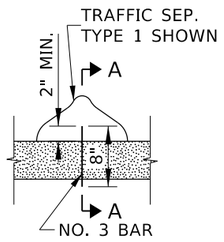


GUTTER TYPE 1



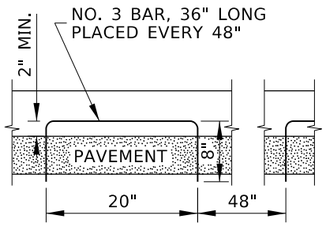
KEY DETAIL

(SEE NOTE NO. 3)



PIN DETAIL

(SEE NOTE NO. 3)



SECTION A-A

NOTES

1. TRANSITION BETWEEN DIFFERENT TYPES OVER 10 FEET.
2. PROVIDE 4 INCHES OF AGGREGATE BASE UNDER CURB AND GUTTER, CURB, OR GUTTER UNLESS THE CURB IS PLACED ON PAVEMENT.
3. PORTLAND CEMENT CONCRETE CURB OR TRAFFIC SEPARATOR ON ASPHALT CONCRETE PAVEMENT:
   A. PROVIDE A KEY IN THE PAVEMENT AT THE CENTERLINE OF THE CURB OR TRAFFIC SEPARATOR. SEE THE KEY DETAIL.
   B. ALTERNATIVELY, PIN CONCRETE CURBS OR TRAFFIC SEPARATORS TO THE PAVEMENT IN LIEU OF THE KEY. DRILL THE PAVEMENT AND PLACE PINS BEFORE THE CURB OR TRAFFIC SEPARATOR IS CONSTRUCTED. SEE THE PIN DETAIL.

   PORTLAND CEMENT CONCRETE CURB OR TRAFFIC SEPARATOR ON PORTLAND CEMENT CONCRETE PAVEMENT:
   A. USE AN EPOXY BONDING AGENT. NO KEY IS NEEDED.

   ASPHALT CONCRETE CURB OR TRAFFIC SEPARATOR ON ASPHALT CONCRETE PAVEMENT:
   A. NO KEY IS NEEDED. ENSURE THAT THE CURB IS BONDED TO THE PAVEMENT.
4. TAPER THE BEGINNING AND LAST 6 FEET OF CURB AND GUTTER, CURB, OR TRAFFIC SEPARATOR TO THE PAVEMENT ELEVATION. ANCHOR THE TAPERED ENDS OF CURB TYPES 3, 4, AND 5 AND TRAFFIC SEPARATOR TYPE 1. AT BREAKS IN CURB TYPES 3, 4, AND 5 AND TRAFFIC SEPARATOR TYPE 1, SLOPE THE CURB OR TRAFFIC SEPARATOR DOWN TO A 1 INCH HEIGHT AT A 1:1 SLOPE.
   A. REMOVE PAVEMENT TO ANCHOR CURBS AND TRAFFIC SEPARATOR. SQUARE CORNERS TO THE ANCHOR DIMENSIONS.
   B. TRAFFIC SEPARATOR CAN BE UNPAINTED OR PAINTED YELLOW OR WHITE. MATCH TUBULAR MARKER COLOR TO THE APPLICABLE PAVEMENT MARKING.
5. CONSTRUCT CONTRACTION, ISOLATION OR EXPANSION JOINTS.
   A. CONSTRUCT CONTRACTION JOINTS IN CURB, GUTTER, CURB AND GUTTER, OR TRAFFIC SEPARATOR AT 10' INTERVALS THAT ARE APPROXIMATELY ⅛" WIDE AND ¾" DEEP. IF ADJACENT TO SIDEWALK, DRIVEWAY, CURB RAMP, OR CONCRETE PAVEMENT, ADJUST CURB AND GUTTER JOINT LOCATION AND TYPE TO MATCH.
   B. CONSTRUCT ISOLATION OR EXPANSION JOINTS WITH PREFORMED EXPANSION JOINT FILLER AT RADII TERMINI POINTS AND BETWEEN STRUCTURES AND FEATURES PROJECTING THROUGH, INTO, OR AGAINST THE CURB SUCH AS CATCH BASINS, MANHOLES, POLE FOUNDATIONS, AND JUNCTION BOXES UNLESS THE CURB IS INTEGRAL TO THE FEATURE. PROVIDE ¼" MINIMUM WIDTH FOR ISOLATION OR EXPANSION JOINTS. DO NOT USE WOOD AS A CONSTRACTION OR ISOLATION JOINT.
6. ENSURE THE GUTTER SLOPE DOES NOT EXCEED 5 PERCENT AT CURB RAMPS.
7. DRAWING NOT TO SCALE.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED RYAN D. LANCASTER STATE OF IDAHO ORIGINAL SIGNED BY RYAN D. LANCASTER APRIL 9, 2025 A3683 RYAN D. LANCASTER

REVISIONS

NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	02-76		6	12-04	MSM	11	07-18	RDL
2	12-90	GB	7	06-05	MSM	12	03-25	RDL
3	09-93	MSM	8	07-10	JAW			
4	12-94	MSM	9	11-14	RDL			
5	12-01	MSM	10	06-17	RDL			

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 615-1_0425.dgn

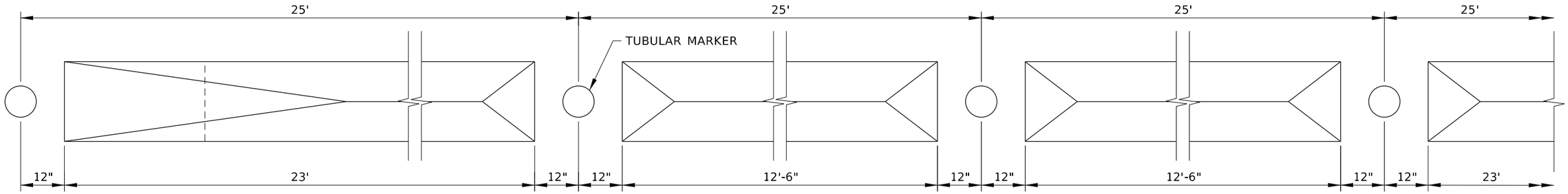
DRAWING DATE: APRIL, 1961

IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity
BOISE IDAHO

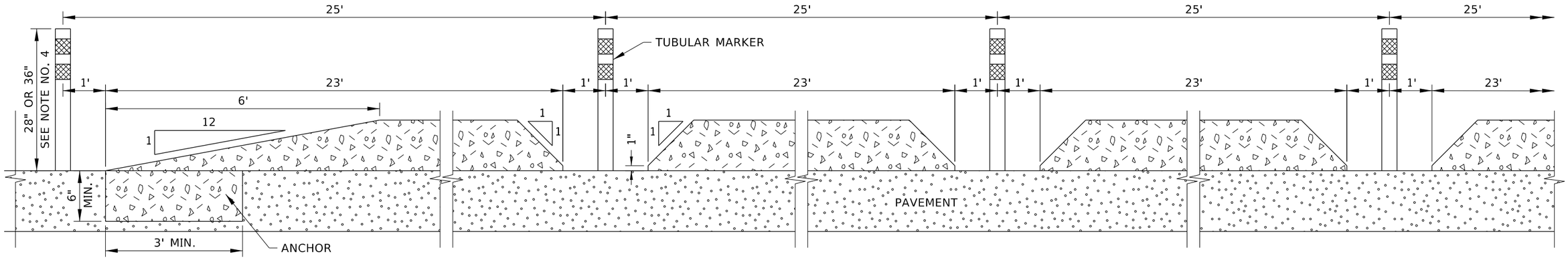
ORIGINAL SIGNED BY: MONICA CRIDER
HIGHWAY DESIGN ENGINEER

STANDARD DRAWING
CURB AND GUTTER

ENGLISH
STANDARD DRAWING NO.
615-1
SHEET 1 OF 2



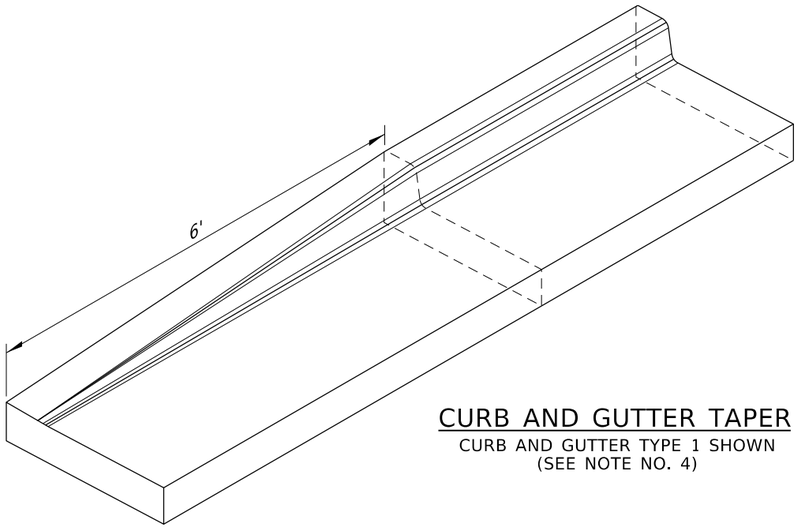
PLAN VIEW



ELEVATION

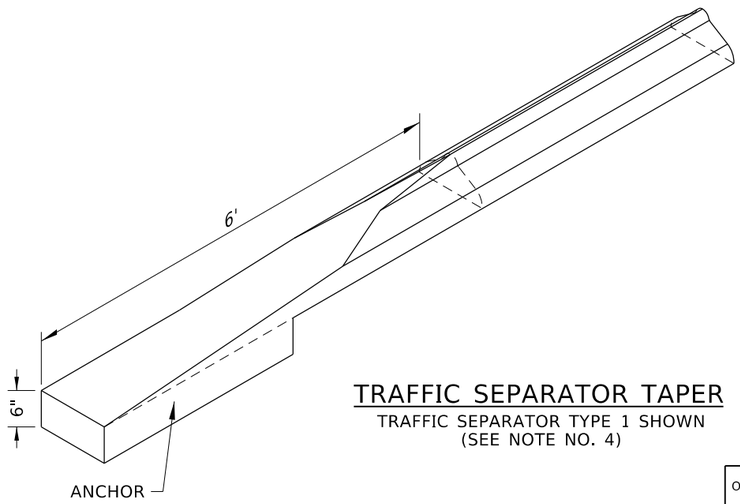
TRAFFIC SEPARATOR DETAIL

(SEE NOTE NO. 4)



CURB AND GUTTER TAPER

CURB AND GUTTER TYPE 1 SHOWN
(SEE NOTE NO. 4)



TRAFFIC SEPARATOR TAPER

TRAFFIC SEPARATOR TYPE 1 SHOWN
(SEE NOTE NO. 4)

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED ORIGINAL SIGNED BY RYAN D. LANCASTER STATE OF IDAHO APRIL 9, 2025 13683 RYAN D. LANCASTER

REVISIONS								
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	02-76		6	12-04	MSM	11	07-18	RDL
2	12-90	GB	7	06-05	MSM	12	03-25	RDL
3	09-93	MSM	8	07-10	JAW			
4	12-94	MSM	9	11-14	RDL			
5	12-01	MSM	10	06-17	RDL			

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 615-1_0425.dgn

DRAWING DATE: APRIL, 1961

IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

BOISE IDAHO

ORIGINAL SIGNED BY: MONICA CRIDER
HIGHWAY DESIGN ENGINEER

STANDARD DRAWING

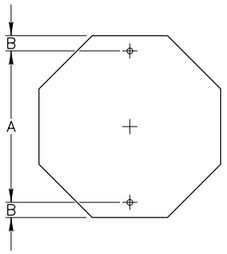
CURB AND GUTTER

ENGLISH

STANDARD DRAWING NO.

615-1

SHEET 2 OF 2



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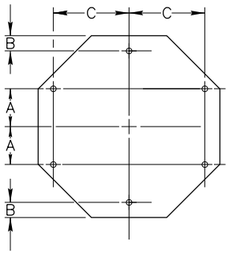

SIGN SIZE	A	B	C
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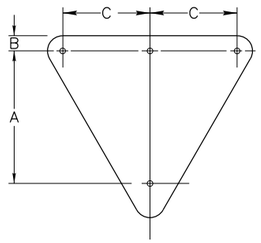
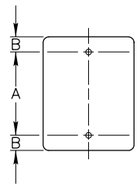
48"X48"	10"	—	20"



SIGN SIZE	A	B	C
30"X30"	18"	3"	—
36"X36"	23"	3"	—
48"X48"	25"	3"	17"
60"X60"	35"	4"	23"



SIGN SIZE	A	B
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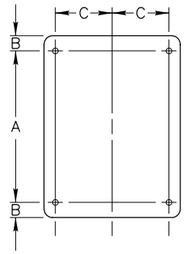
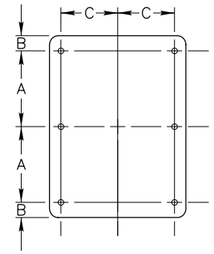
6"X18"	15"	1½"
9"X12"	9"	1½"
12"X18"	15"	1½"
12"X30"	24"	3"
12"X36"	32"	2"
18"X24"	18"	3"
24"X30"	24"	3"
24"X36"	30"	3"
30"X36"	30"	3"



SIGN SIZE	A	B	C
36"X36"	30"	3"	15"
36"X48"	42"	3"	15"
48"X30"	24"	3"	15"
48"X36"	30"	3"	15"
60"X36"	30"	3"	21"



SIGN SIZE	A	B	C
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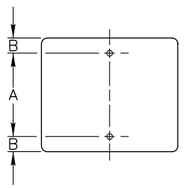

SIGN SIZE	A	B
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18"X9"	6"	1½"
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18"X18"	15"	1½"
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24"X6"	3"	1½"
24"X10"	7"	1½"
24"X12"	9"	1½"
24"X18"	15"	1½"
24"X24"	18"	3"
30"X18"	12"	3"
30"X24"	18"	3"
30"X30"	24"	3"
36"X24"	18"	3"
36"X30"	24"	3"
42"X24"	18"	3"
42"X30"	24"	3"
42"X36"	30"	3"

SIGN SIZE	A	B
30"X15"	24"	3"
36"X12"	30"	3"
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48"X18"	42"	3"
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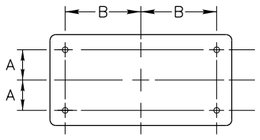

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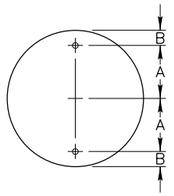

SIGN SIZE	A	B
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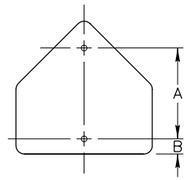
48"	21"	3"



SIGN SIZE	A	B
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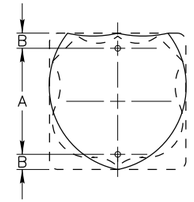
36"X36"	24"	3"



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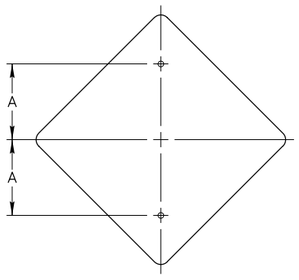
30"X24"	18"	3"



SIGN SIZE	A
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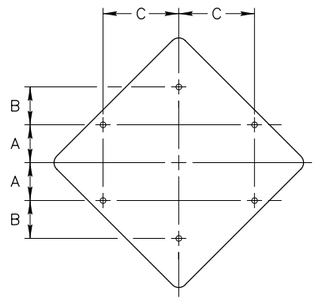
30"X30"	15"



SIGN SIZE	A	B	C
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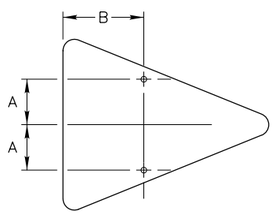
48"X48"	10"	—	20"



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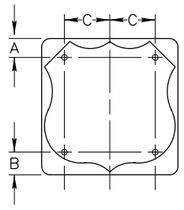

SIGN SIZE	A	B	C
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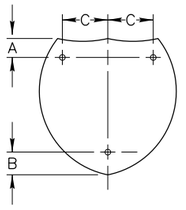


SIGN SIZE	A	B	C
36"X36"	5"	6"	12"
45"X36"	5"	6"	16"

NOTES:

1. ALL MOUNTING HOLES SHALL BE ⅜" DIAMETER.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED ORIGINAL SIGNED BY RYAN D. LANCASTER STATE OF IDAHO 13683 MANUAL SIGNATURE OR AUTHENTICATED ELECTRONIC SIGNATURE 1, 2017 RYAN D. LANCASTER

REVISIONS								
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	12-01	NQB						
2	06-07	HEB						
3	07-14	HEB						
4	05-17	HEB						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 616-1_0517.dgn

DRAWING DATE: DECEMBER, 1994

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

ORIGINAL SIGNED BY: KEVIN SABLAN

DESIGN/TRAFFIC SERVICES ENGINEER

STANDARD DRAWING

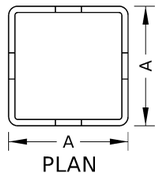
PUNCHING SCHEDULE FOR TYPE "B" OR TYPE "E" SIGNS

English

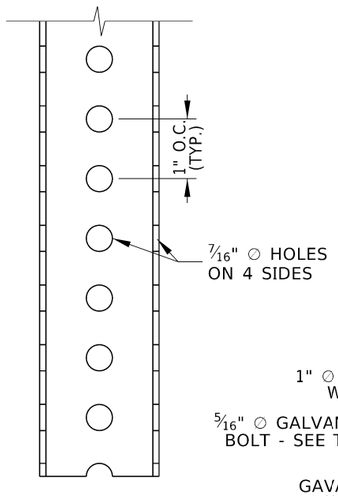
STANDARD DRAWING NO.

616-1

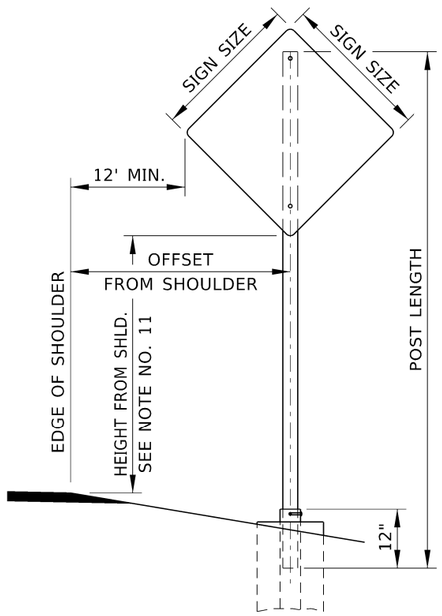
SHEET 1 OF 1



PLAN



ELEVATION



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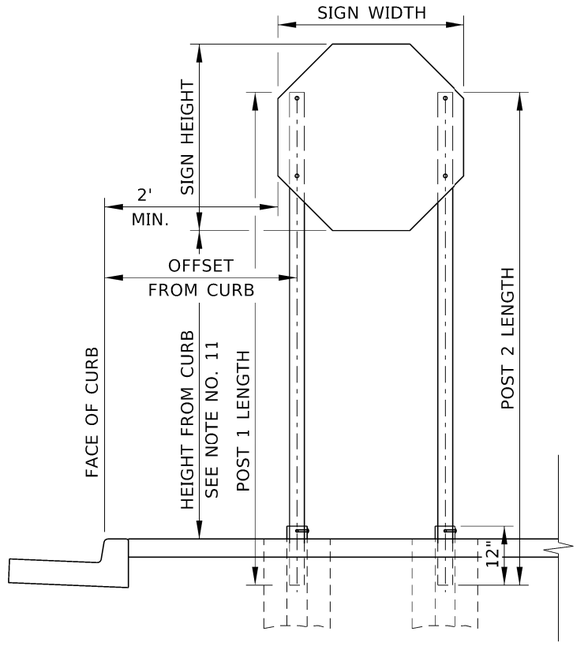
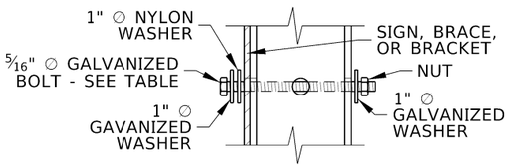
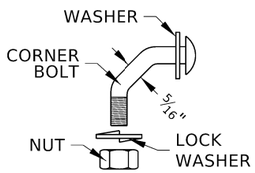


TWO POSTS

SIGN ASSEMBLY MEASUREMENTS



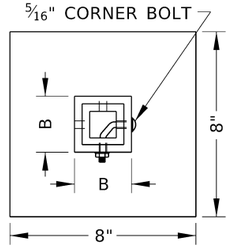
SIGN BOLT



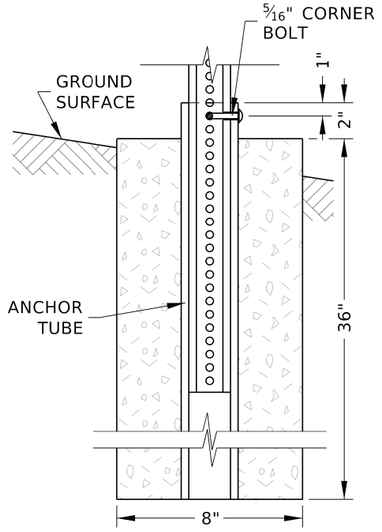
CORNER BOLT

FASTENER DETAILS

SEE NOTE NO. 10



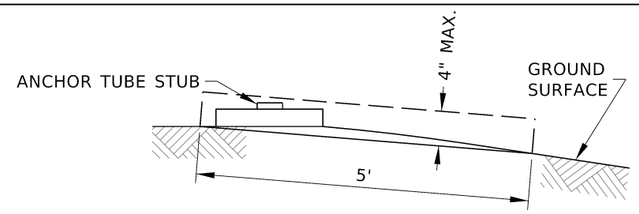
PLAN



ELEVATION

FOUNDATION

SEE NOTE NOS. 12 & 13



FOUNDATION AND STUB HEIGHT DETAIL

SEE NOTE NO. 15

SIGN POST AND FOUNDATION TABLE										
TYPE E PERFORATED STEEL TUBE POST					FOUNDATION		ANCHOR TUBE			FASTENERS
POST TYPE	PERFORATED STEEL TUBE POST SIZE		POST WEIGHT (LB/FT)	MAXIMUM SIGN LOAD (SFxFT)	SIZE (INxINxIN)	CONCRETE (CY)	B (IN)	GAUGE	POST WEIGHT (LB/FT)	SIGN BOLT LENGTH (IN)
	A (IN)	GAUGE								
E-1	2	12	2.42	43	8x8x36	0.05	2½x2½	7	5.59	2½
E-2	2½	10	4.01	91	8x8x36	0.05	3x3	7	6.87	3

NOTES

1. USE TYPE E - PERFORATED STEEL TUBE POSTS - WITH TYPE B - SHEET ALUMINUM AND TYPE E - HDO PLYWOOD SIGNS.
2. SEE THE TRAFFIC MANUAL TO CALCULATE SIGN LOAD PER POST.
3. SEE PROJECT SIGN SUMMARY FOR SIGN ASSEMBLY DIMENSIONS.
4. USE ONE OR MORE TYPE E - PERFORATED STEEL TUBE POST. DO NOT MIX E-1 AND E-2 POSTS ON THE SAME SIGN ASSEMBLY.
5. POST 1 IS CLOSEST TO THE HIGHWAY, WHETHER INSTALLED ON THE RIGHT OR LEFT SIDE.
6. A BREAKAWAY DEVICE MUST BE INSTALLED IF THREE POSTS ARE USED. REFER TO THE ITD QUALIFIED PRODUCTS LIST FOR BREAKAWAY DEVICES.
7. TYPE E - PERFORATED STEEL TUBE POSTS - DO NOT NEED TO BE SHIELDED BY GUARDRAIL OR BARRIER. WHEN PERFORATED STEEL POSTS ARE INSTALLED BEHIND GUARDRAIL OR BARRIER, ENSURE THE POSTS ARE OUTSIDE OF THE GUARDRAIL OR BARRIER WORKING WIDTH.
8. SIGNS CAN BE MOUNTED BACK-TO-BACK IF THE SHAPE OF STOP, YIELD, OR WARNING SIGNS ARE NOT SHIELDED.
9. SIGNS ARE INSTALLED WITH OR WITHOUT BRACES DEPENDENT ON SIGN SIZE AND APPLICATION.
10. TYPE B - SHEET ALUMINUM - OR TYPE E - HDO PLYWOOD - SIGNS CAN BE AFFIXED TO THE POST OR THROUGH BRACES OR BRACKETS.
11. INSTALL SIGNS AT THE FOLLOWING HEIGHTS:
    A. IF INSTALLED IN A RURAL AREA, 5 FEET ABOVE THE PAVEMENT ELEVATION OR 4 FEET IF A SUPPLEMENTARY PLAQUE IS INSTALLED BELOW THE SIGN.
    B. IF INSTALLED IN THE VICINITY OF A CURB OR IN A BUSINESS, COMMERCIAL, OR RESIDENTIAL AREA WHERE PARKING OR PEDESTRIAN MOVEMENTS ARE LIKELY, 7 FEET ABOVE THE PAVEMENT ELEVATION OR 6 FEET IF A SUPPLEMENTARY PLAQUE IS INSTALLED BELOW THE SIGN. IF INSTALLED LOWER THAN 7 FEET, ENSURE SIGNS DO NOT PROJECT MORE THAN 4 INCHES INTO THE PEDESTRIAN FACILITY.
12. PRECAST FOUNDATION OR CAST FOUNDATION IN PLACE. ENSURE THE BOTTOM OF THE FOUNDATION IS KEPT OPEN TO DRAIN. IF THE ANCHOR TUBE IS PERFORATED, ENSURE THE INSIDE OF THE ANCHOR REMAINS OPEN.
13. IF SOLID BEDROCK IS ENCOUNTERED WITHIN THE FOUNDATION DEPTH, DRILL A 4.5 INCH VERTICAL HOLE AND SOCKET THE ANCHOR TUBE. FILL DRILLED HOLES WITH GROUT, TYPE B, CLASS 1. ENSURE THE INSIDE OF THE ANCHOR TUBE REMAINS OPEN. WHEN INSTALLED IN BEDROCK, ENSURE THE E-1 POST IS EMBEDDED 18 INCHES DEEP AND THE E-2 POST IS EMBEDDED 24 INCHES.
14. WHEN THE SIGN IS INSTALLED ON A BACKSLOPE, ENSURE THE SIGN POST IS AT LEAST 5' HIGHER THAN THE GROUND SURFACE.
15. ENSURE NO PART OF THE FOUNDATION OR SIGN POST STUB PROJECTS MORE THAN 4 IN. ABOVE ANY 5 FT. CHORD ALIGNED PERPENDICULARLY TO THE EDGE OF THE HIGHWAY BETWEEN A POINT ON THE GROUND SURFACE ON ONE SIDE OF THE SUPPORT TO A POINT ON THE GROUND SURFACE ON THE OTHER SIDE OF THE SUPPORT.
16. DRAWING NOT TO SCALE.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED ORIGINAL SIGNED BY RYAN D. LANCASTER DATE ORIGINAL SIGNED MARCH 1, 2023 ORIGINAL SIGNED 13683 STATE OF IDAHO RYAN D. LANCASTER

REVISIONS									
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	02-92	JEC	6	05-15	HEB			
2	12-94	HEB	7	12-16	HEB			
3	06-99	HEB	8	02-23	RDL			
4	12-01	NQB						
5	12-13	HEB						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 616-7_0423.dgn

DRAWING DATE: JULY, 1991

IDAHO TRANSPORTATION DEPARTMENT

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BOISE IDAHO

ORIGINAL SIGNED BY: MONICA CRIDER

HIGHWAY DESIGN ENGINEER

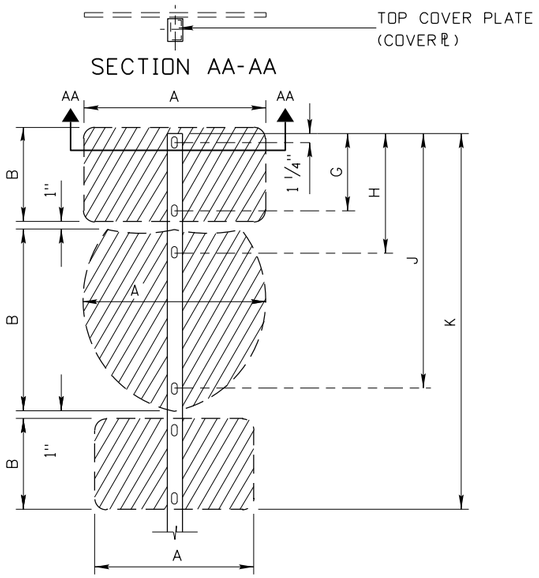
STANDARD DRAWING

STEEL SIGN POST AND FOUNDATION TYPE E - PERFORATED STEEL TUBE POST

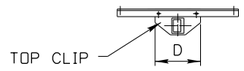
ENGLISH

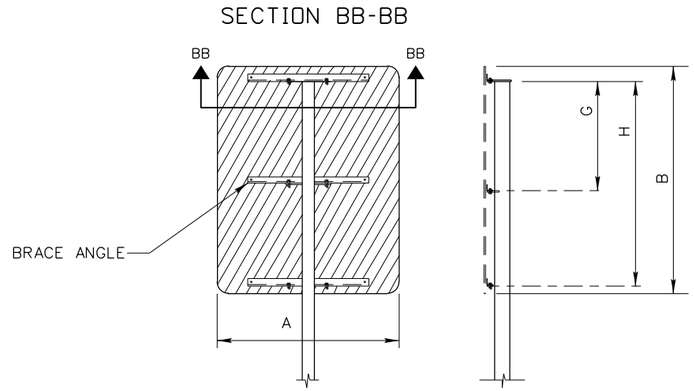
STANDARD DRAWING NO. 616-7

SHEET 1 OF 1



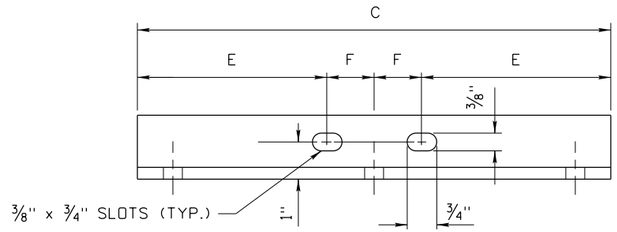
4" x 3" POST DETAILS



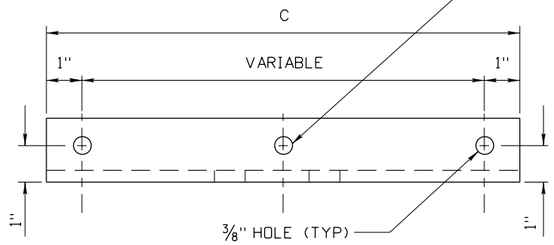


POST AND BRACE ANGLES
4" x 3", 5" x 5", 6" x 6" POSTS

POST DETAILS FOR 4"x3" POSTS						
SIGN DESCRIPTION	SIGN SIZE A	SIGN SIZE B	G	H	J	K
STOP	30"	30"	25¼"	N/A	N/A	28¼"
	36"	36"	31¼"	N/A	N/A	34¼"
YIELD	36"TRIANGLE		25¼"	N/A	N/A	30¼"
SQUARE AND RECTANGULAR SIGNS	12"	30"	25¼"	N/A	N/A	28¼"
	24" / 36"	18"	N/A	N/A	N/A	
	24" / 30"	24"	19¼"	N/A	N/A	22¼"
	24"	30"	25¼"	N/A	N/A	28¼"
	30"	30"	25¼"	N/A	N/A	28¼"
	30"	36"	31¼"	N/A	N/A	34¼"
	36"	24"	19¼"	N/A	N/A	22¼"
	36"	30"	25¼"	N/A	N/A	28¼"
WARNING	18" DIAMOND		21¼"	N/A	N/A	23½"
	30" DIAMOND		31¼"	N/A	N/A	37¼"
WARNING & AUXL. SIGNS	30" DIAMOND		31¼"	N/A	N/A	56¼"
	18"	18"	N/A	39¾"	54¾"	
NO PASS. ZONE	48"	36"	19¼"	N/A	N/A	21½"
TRAIL BLAZER ASSEMBLY (ASSY.)	24"	12"	10¼"	N/A	N/A	51¼"
	24"	24"	N/A	15¾"	33¾"	
	21"	15"	N/A	N/A	N/A	
ADV. ROUTE MARKER ASSY.	24"	24"	19¼"	N/A	N/A	38¼"
	24"	15"	N/A	24¾"	36¾"	
SINGLE JCT. ASSY.	21"	15"	13¼"	N/A	N/A	39¾"
	24"	24"	N/A	18¾"	36¾"	
HOSPITAL, CAMPING ASSY.	24"	6"	N/A	24¾" [1]	27¾" [2]	29¼"



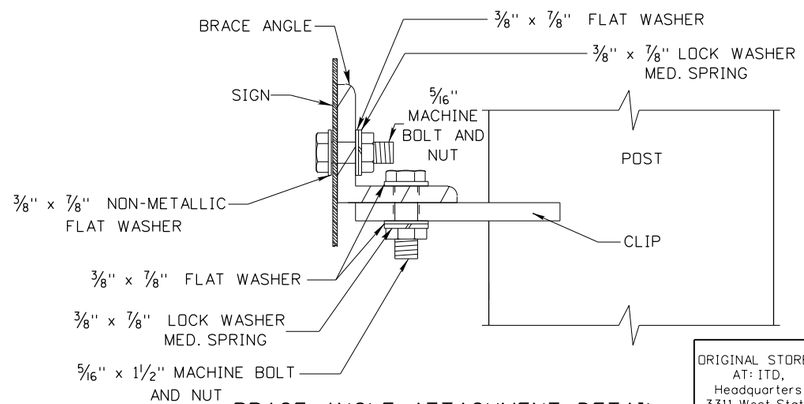
NOTE:
CENTER HOLES IN THE BRACE ANGLES ARE REQUIRED ONLY FOR THOSE SIGNS WHERE "A" IS 72" OR GREATER.



BRACE ANGLE DETAIL

POST AND BRACE ANGLES FOR 4" X 3", 5" X 5", 6" X 6" POSTS									
SIGN DESCRIPTION	SIGN SIZE A	SIGN SIZE B	C	D	E	F	G	H	WEIGHT IN LBS.
STOP	36"	36"	32"	12"	11"	5"	30"	N/A	14.80
	48"	48"	42"	12"	16"	5"	20"	N/A	19.40
YIELD	60" TRIANGLE		48"	12"	19"	5"	N/A	N/A	13.90
			12"	12"	1"	5"	35"		
SQUARE AND RECTANGULAR SIGNS	36"	48"	32"	12"	11"	5"	42"	N/A	14.80
	48"	60"	32"	12"	11"	5"	27"	54"	22.20
	36"	36"	32"	12"	11"	5"	30"	N/A	14.80
	48"	48"	44"	12"	17"	5"	42"	N/A	22.30
	48"	36"	32"	12"	11"	5"	30"	N/A	14.80
	72"	36"	62"	12"	26"	5"	18"	N/A	28.60
	72"	48"	62"	12"	26"	5"	30"	N/A	28.60
	48"	30"	32"	12"	11"	5"	24"	N/A	14.80
	72"	30"	62"	12"	26"	5"	24"	N/A	28.60
	36"	24"	32"	12"	11"	5"	18"	N/A	14.80
	36"	30"	32"	12"	11"	5"	24"	N/A	14.80
WARNING & AUXL. SIGNS	36" DIAMOND		26"	12"	8"	5"	16"	N/A	12.00
	18"	18"	*	*	*	*	*		
	48" DIAMOND		42"	12"	16"	5"	20"	N/A	19.40
	24"	24"	*	*	*	*	*		
WARNING	36" DIAMOND		26"	12"	8"	5"	16"	N/A	12.00
	48" DIAMOND		42"	12"	16"	5"	20"	N/A	19.40
WARNING LARGE ARROW	48"	24"	42"	12"	16"	5"	18"	N/A	19.40
	60"	36"	44"	12"	17"	5"	30"	N/A	20.40
JUNCTION ASSEMBLY	21"	15"	*	*	*	*	POST TOP CLIP NOT REQ'D-COVER ℄ ONLY		
	2-24"ROUTE MARKERS		27"	12"	8½"	5"	20"	38"	12.50
SINGLE CARDINAL DIRECT'L ASSY.	30"	15"	26"	12"	8"	5"	N/A	N/A	15.20
	36"	36"	26"	12"	8"	5"	13½"	N/A	
			12"	12"	1"	5"	N/A	38½"	
JUNCTION ASSEMBLY	21"	15"	*	*	*	*	POST TOP CLIP NOT REQ'D-COVER ℄ ONLY		
	3-24"ROUTE MARKERS		54"	12"	21"	5"	20"	38"	25.00

NOTES:
1. WEIGHTS OF BRACE ANGLES DO NOT INCLUDE GALVANIZING.
2. ALL BRACE ANGLES SHALL BE 1¾" x 1¾" x ¼" AT 2.77 LBS./FT.
* 3. THE AUXILIARY SIGNS SHALL BE ATTACHED BY DRILLING THE POST WITH TWO HOLES AND FLUSH MOUNT THE SIGN TO THE FACE OF THE POST.
4. REFER TO STANDARD DRAWING 616-6.
5. WHEN ONLY ONE BRACE IS REQUIRED, PLACE IN THE CENTER OF THE SIGN.



BRACE ANGLE ATTACHMENT DETAIL

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER REGISTERED ORIGINAL SIGNED BY: CARL D. MAIN DECEMBER 6, 2011 STATE OF IDAHO CARL D. MAIN 6200

REVISIONS									
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	08-96	HEB	6	12-13	HEB			
2	12-01	NQB						
3	12-07	HEB						
4	07-10	HEB						
5	09-11	HEB						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 616-16_1213.dgn

DRAWING DATE: DECEMBER, 2007

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

ORIGINAL SIGNED BY: RYAN LANCASTER *for*
DESIGN/TRAFFIC SERVICES ENGINEER

STANDARD DRAWING

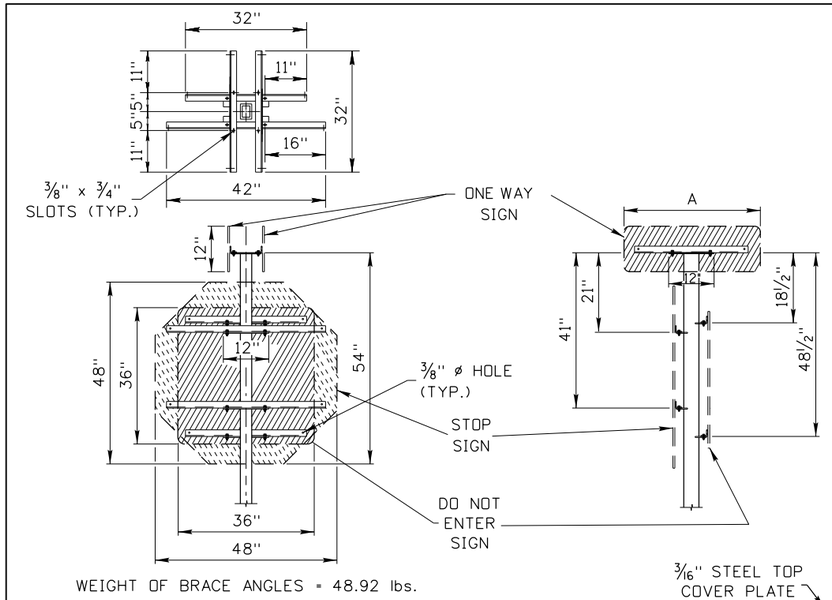
B POST AND BRACE ANGLE DETAIL

English

STANDARD DRAWING NO.

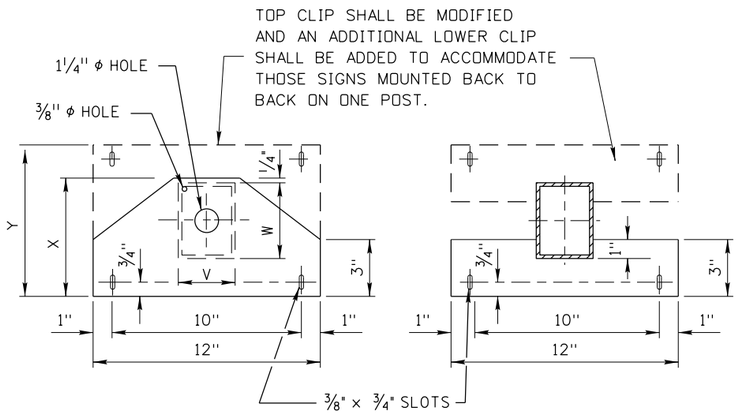
616-16

SHEET 1 OF 2



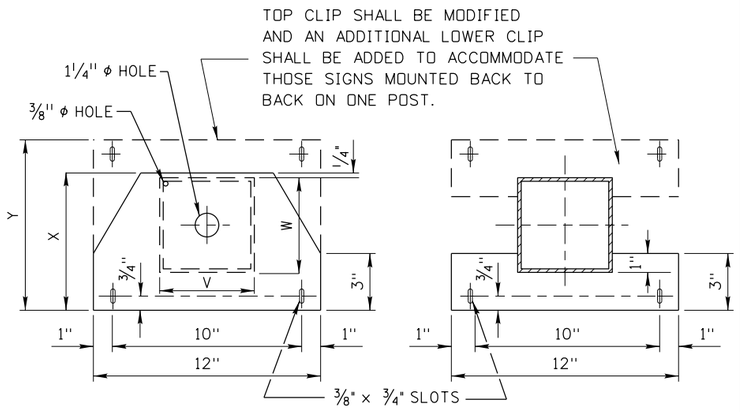
WEIGHT OF BRACE ANGLES = 48.92 lbs.

RAMP TERMINAL
ASSEMBLY "A"



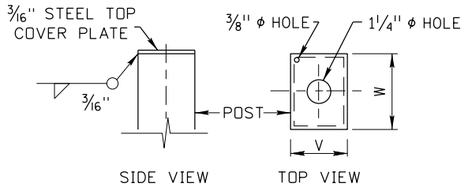
B-2 POST TOP CLIP DETAIL
TOP VIEW

B-2 POST LOWER CLIP DETAIL
SECTION A-A



B-3 & B-4 POST TOP CLIP DETAIL
TOP VIEW

B-3 & B-4 POST LOWER CLIP DETAIL
SECTION A-A



SIDE VIEW TOP VIEW

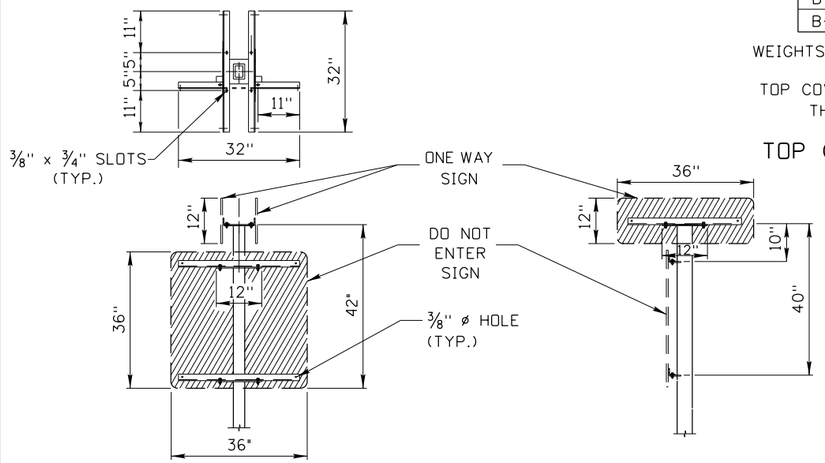
Post Type	Post		Top Clip	
	V	W	X	Y
B-2	3"	4"	6 1/4"	8"

Post Type	Post		Weight. in Lbs. for cover plate
	V	W	
B-2	3"	4"	0.55
B-3	4"	6"	1.25
B-4	4"	8"	1.80

WEIGHTS DO NOT INCLUDE GALVANIZING

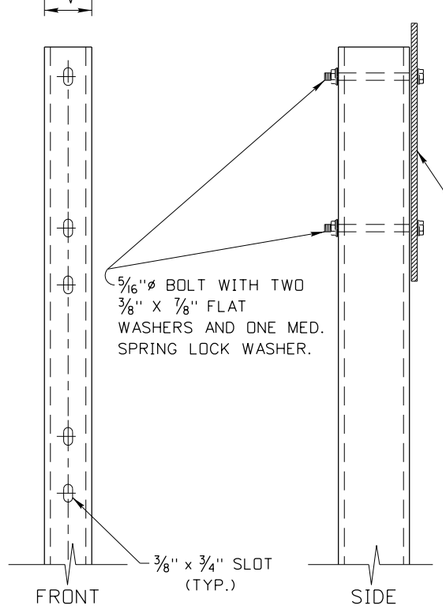
TOP COVER PLATE IS REQUIRED WHEN THERE IS NOT A TOP CLIP

TOP COVER PLATE DETAILS

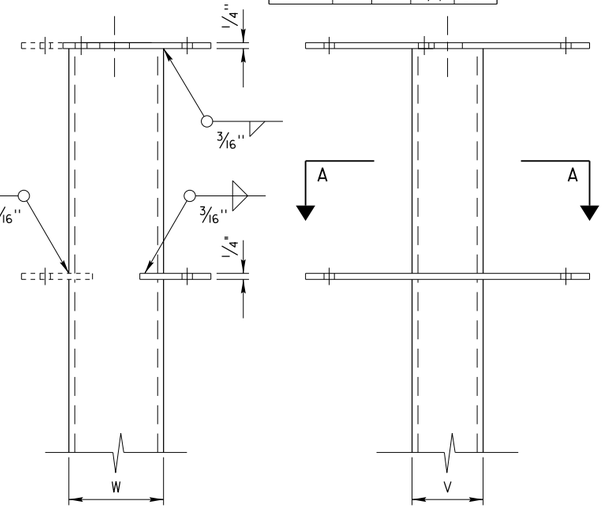


WEIGHT OF BRACE ANGLES = 29.56 lbs.

RAMP TERMINAL
ASSEMBLY "B"



TYPE B-2 POST



SIDE FRONT

TYPE B-2, B-3, B-4 POSTS

Post Type	Post		Top Clip	
	V	W	X	Y
B-3	5"	5"	7 1/4"	9"
B-4	6"	6"	8 1/4"	10"

WEIGHT SCHEDULE			
Post Type	Wt. in Lbs. for lower clip - each	Weight. in Lbs. for top clip - each	Weight for modified top clip - each
B-2	2.55	5.32	6.82
B-3	2.55	6.18	7.67
B-4	2.55	7.03	8.52

WEIGHTS DO NOT INCLUDE GALVANIZING

NOTES:
1. REFER TO STANDARD DRAWING 616-6.
2. POST WEIGHTS SHALL INCLUDE THE WEIGHT OF THE CLIPS OR COVER PLATES IF USED.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER REGISTERED 6260 STATE OF IDAHO CARL D. MAIN
ORIGINAL SIGNED BY: CARL D. MAIN
DATE OF ORIGINAL SIGNATURE: DECEMBER 6, 2007

REVISIONS									
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	08-96	HEB	6	09-11	HEB			
2	02-98	HEB	7	12-13	HEB			
3	12-01	NQB						
4	12-07	HEB						
5	07-10	HEB						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 616-16_1213.dgn

DRAWING DATE: DECEMBER, 2007

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

ORIGINAL SIGNED BY: RYAN LANCASTER *for*
DESIGN/TRAFFIC SERVICES ENGINEER

STANDARD DRAWING

B POST AND BRACE ANGLE DETAIL

English

STANDARD DRAWING NO.
616-16

SHEET 2 OF 2

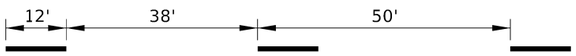
LONGITUDINAL PAVEMENT MARKING LINES

SOLID LINE

COLOR: WHITE OR YELLOW
WIDTH: NORMAL (4" TO 6") OR WIDE (2X NORMAL WIDTH)

DOUBLE LINE

COLOR: WHITE OR YELLOW
WIDTH: NORMAL (4" TO 6" LINE, 3" GAP, 4" TO 6" LINE)

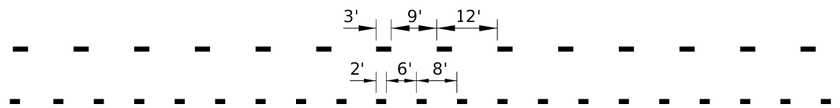


BROKEN LINE

COLOR: WHITE OR YELLOW
WIDTH: NORMAL (4" TO 6" LINE)

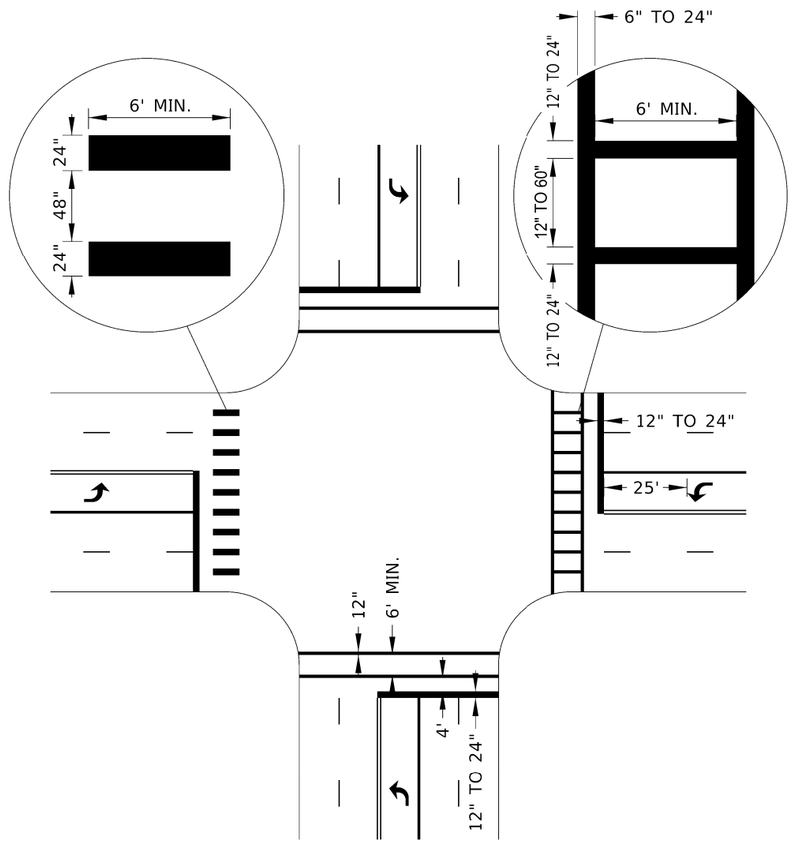
COMBINATION SOLID AND BROKEN LINE

COLOR: YELLOW
WIDTH: NORMAL (4" TO 6" LINE, 3" GAP, 4" TO 6" LINE)



DOTTED LINE

3' LINE SEGMENT, 9' GAP OR 2' LINE SEGMENT, 6' GAP (SEE NOTE NO. 2)
COLOR: WHITE OR YELLOW
WIDTH: NORMAL (4" TO 6") OR WIDE (2X NORMAL WIDTH)



EXAMPLE STOP LINE AND CROSSWALK DETAIL

NOTES

1. USE WHITE AND YELLOW PAVEMENT MARKINGS AS FOLLOWS:
   WHITE:
   A. TO SEPARATE TRAFFIC TRAVELING IN THE SAME DIRECTION.
   B. THE RIGHT-HAND EDGE OF THE HIGHWAY.
   C. STOP AND YIELD LINES, CROSSWALK, WORD, SYMBOL, ARROW, AND OTHER MARKINGS
   YELLOW:
   A. TO SEPARATE TRAFFIC TRAVELING IN OPPOSITE DIRECTIONS.
   B. THE LEFT-HAND EDGE DIVIDED HIGHWAYS, ONE-WAY STREETS, OR RAMPS.
   C. TWO-WAY LEFT-TURN LANES.
2. USE LONGITUDINAL PAVEMENT MARKINGS AS FOLLOWS:
   A. USE SOLID LINES TO INDICATE THE LEFT OR RIGHT EDGE OF TRAVEL WAY OR TO DISCOURAGE LANE CHANGING.
   B. USE DOUBLE LINES TO PROHIBIT PASSING OR LANE CHANGING.
   C. USE BROKEN LINES TO INDICATE PASSING OR LANE CHANGING ARE PERMITTED. USE ONLY THE 12' LINE SEGMENT, 38' GAP PATTERN.
   D. USE COMBINATION SOLID AND BROKEN LINES TO PROHIBIT PASSING IN ONE DIRECTION WHILE PERMITTING PASSING IN THE OPPOSITE DIRECTION OR TO INDICATE A TWO-WAY LEFT-TURN LANE.
   E. USE DOTTED LINES AS FOLLOWS:
      3' LINE SEGMENT, 9' GAP:
      I. TO SEPARATE A THROUGH LANE AND A LANE THAT BECOMES A MANDATORY EXIT OR TURN LANE (DROPPED LANE).
      II. TO SEPARATE THROUGH LANES AND TURN LANES OR RAMPS.
      III. TO SEPARATE A THROUGH LANE AND AN AUXILIARY LANE TWO MILES OR LESS IN LENGTH BETWEEN FREEWAY ENTRANCE RAMP AND EXIT RAMPS OR ONE MILE OR LESS IN LENGTH BETWEEN INTERSECTIONS.
      2' LINE SEGMENT, 6' GAP:
      I. AS A LANE LINE EXTENSION THROUGH AN INTERSECTION.
3. USE 12' VEHICULAR TRAVEL LANES UNLESS OTHERWISE INDICATED. MEASURE LANE WIDTHS FROM THE CENTER OF LINE TO THE CENTER OF LINE.
4. THE PAVEMENT MARKING APPLICATION EXAMPLES PRESENTED SHOW COMMON APPLICATION. MODIFY TO ACCOMODATE OTHER SITUATIONS.
5. METHODS FOR DETERMINING TURN-LANE LENGTH ARE DESCRIBED IN THE ITD TRAFFIC MANUAL.
6. USE 15W WHEN SPEEDS ARE 45 MPH OR MORE. USE 8W WHEN SPEEDS ARE 40 MPH OR LESS. W IS THE OFFSET WIDTH IN FEET.
7. USE DISTANCE L WHEN PRACTICAL. USE THE FOLLOWING EQUATIONS TO DETERMINE L:

40 MPH OR LESS SPEEDS	45 MPH OR MORE SPEEDS
$L = WS^2/60$	$L = WS$

   W = OFFSET WIDTH IN FEET
   S = POSTED SPEED LIMIT, OFF-PEAK 85TH-PERCENTILE SPEED, OR OPERATING SPEED IN MPH
   A. ON PARALLEL ENTRANCE RAMPS, A TAPER LENGTH OF 300 FEET IS SUITABLE FOR DESIGN SPEEDS UP TO 70 MPH.
8. USE LANE-USE ARROWS AND WORD PAVEMENT MARKINGS AS SHOWN. SOME MARKINGS ARE OPTIONAL.
   A. USE TWO OR MORE LANE-USE ARROWS UNLESS THE TURN-LANE LENGTH IS LESS THAN 75 FEET. IF SHORTER THAN 75 FEET, THE DOWNSTREAM ARROW CAN BE OMITTED.
   B. USE TWO-WAY LEFT-TURN ARROW MARKINGS NEAR THE BEGINNING OF A TWO-WAY LEFT-TURN LANE AND EVERY ½ MILE THEREAFTER.
9. BREAK EDGE AND LANE LINES AT INTERSECTIONS WITH MINOR ROADS. CONTINUE EDGE AND LANE LINES THROUGH DRIVEWAY APPROACHES.
10. USE THE EXAMPLE EXIT RAMP WITH LANE-DROP WHEN THE LENGTH OF AN AUXILIARY DECELERATION LANE EXCEEDS ½ MILE.
11. ON TWO-LANE HIGHWAYS, PAINT THE CENTERLINE IN ONE DIRECTION IN ASCENDING STATION AND MILEPOST DIRECTION.
    A. WHEN RUMBLE STRIPS ARE PRESENT OR AFTER PAVEMENT SURFACE TREATMENTS, ALTER PAINT TRUCK AND PAINT SECOND APPLICATION IN OPPOSITE DIRECTION.
12. DRAWINGS NOT TO SCALE.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER
LICENSED
ORIGINAL SIGNED BY
RYAN D. LANCASTER
STATE OF IDAHO
APPROVAL SIGNED
APRIL 9, 2025
STATE OF IDAHO
A36683
RYAN D. LANCASTER

REVISIONS

NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	03-20	RDL						
2	03-21	PBH						
3	03-25	RDL						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 630-1_0425.dgn

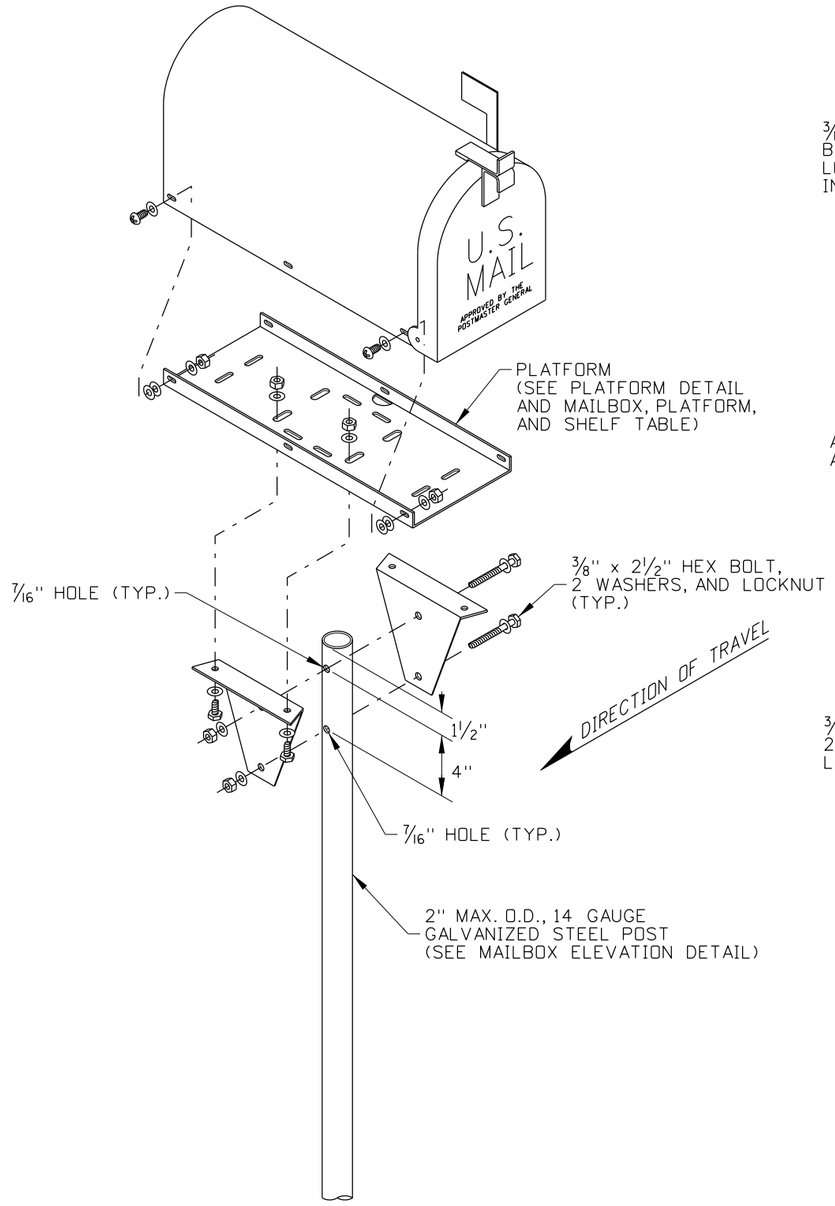
DRAWING DATE: DECEMBER, 2016

IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity
BOISE IDAHO

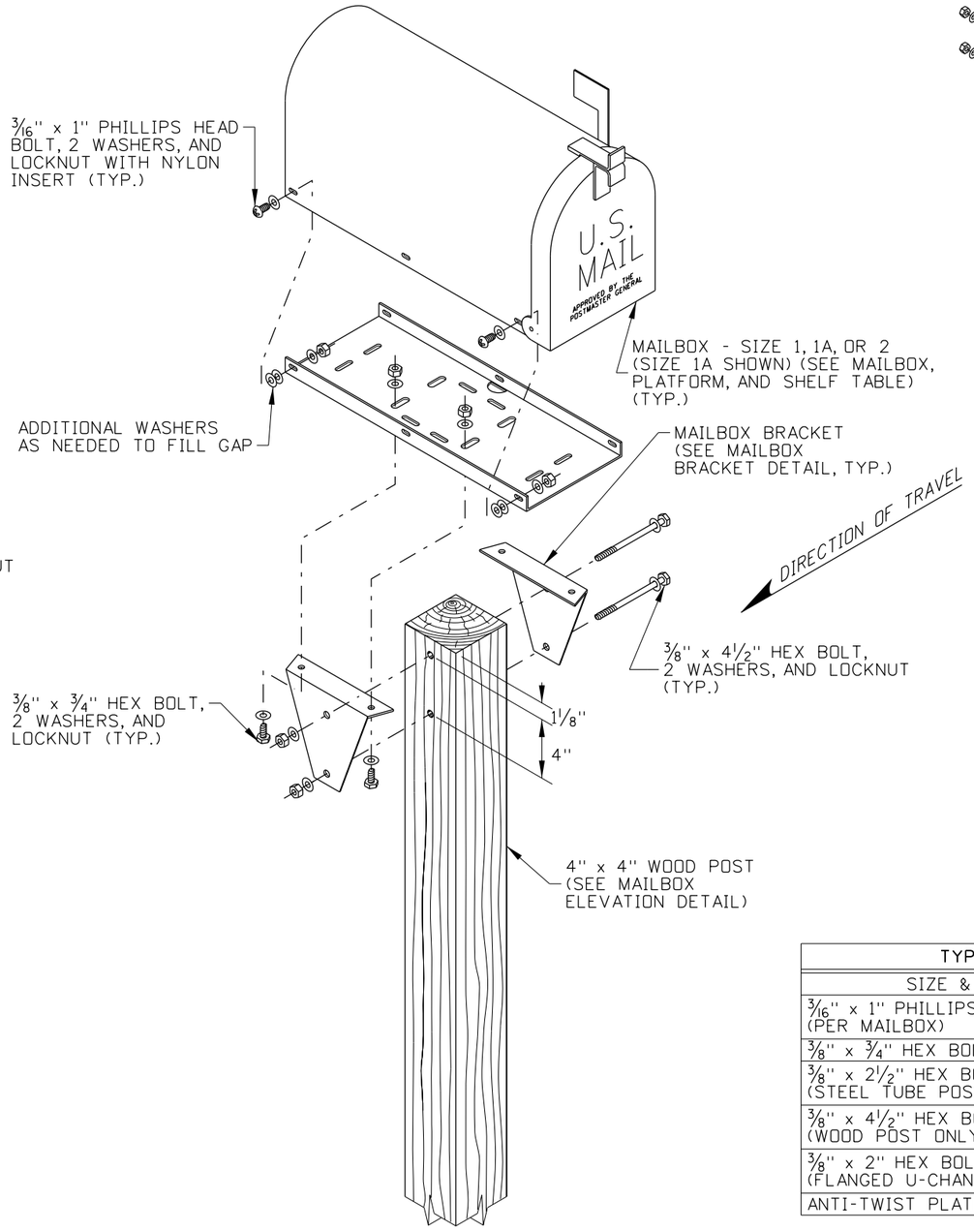
ORIGINAL SIGNED BY: MONICA CRIDER
HIGHWAY DESIGN ENGINEER

STANDARD DRAWING
PAVEMENT MARKINGS

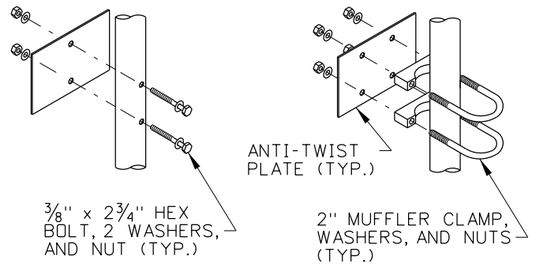
ENGLISH
STANDARD DRAWING NO.
630-1
SHEET 1 OF 4

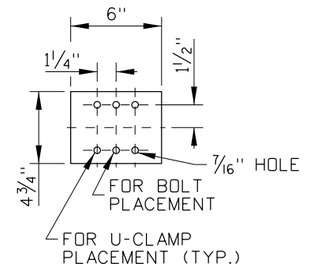


TYPE A ASSEMBLY
STEEL TUBE POST



TYPE A ASSEMBLY
WOOD POST





ANTI-TWIST PLATE DETAIL

TYPE A ASSEMBLY FASTENERS TABLE			
SIZE & TYPE	QUANTITY	WASHERS	LOCKNUTS
3/16" x 1" PHILLIPS HEAD BOLTS (PER MAILBOX)	4 MIN.	8 MIN.	4 MIN.
3/8" x 3/4" HEX BOLT (BRACKET)	4	8	4
3/8" x 2 1/2" HEX BOLT (STEEL TUBE POST ONLY)	2	4	2
3/8" x 4 1/2" HEX BOLT (WOOD POST ONLY)	2	4	2
3/8" x 2" HEX BOLT (FLANGED U-CHANNEL POST ONLY)	2	4	2
ANTI-TWIST PLATE ASSEMBLY	SEE ANTI-TWIST PLATE DETAIL		

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED RYAN D. LANCASTER 13683 STATE OF IDAHO
ORIGINAL SIGNED BY RYAN D. LANCASTER JANUARY 31, 2013

REVISIONS								
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	7-92	MSM	6	7-10	MGL			
2	7-02	MSM	7	11-11	TEM			
3	7-05	MSM	8	01-13	RDL			
4	12-05	MSM						
5	10-08	JRV						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 634-1_0113.dgn

DRAWING DATE: SEPTEMBER, 1993

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

ORIGINAL SIGNED BY: LOREN THOMAS
HIGHWAYS PROGRAM OVERSIGHT ENGINEER

ORIGINAL SIGNED BY: TOM COLE
CHIEF ENGINEER

STANDARD DRAWING

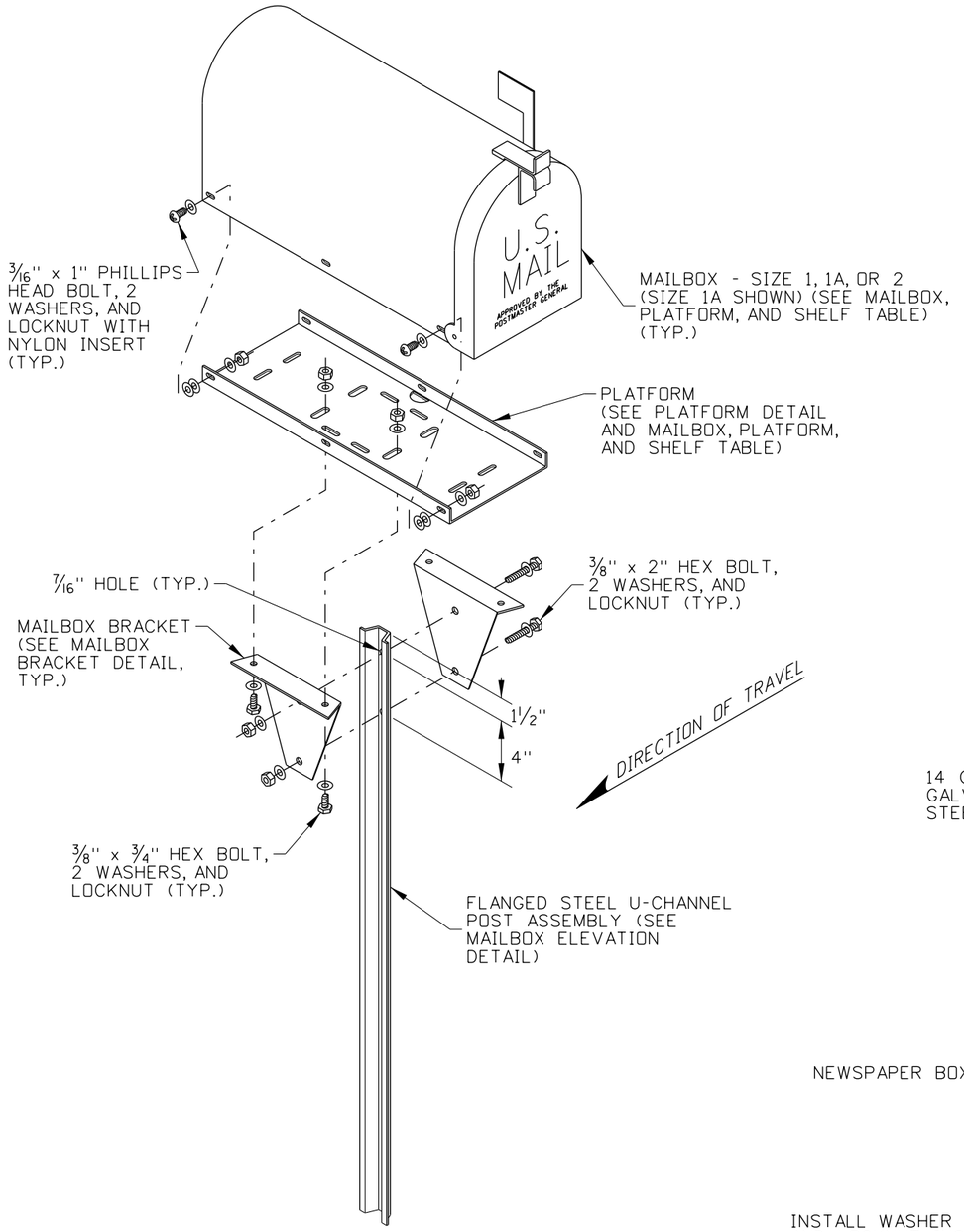
MAILBOXES

English

STANDARD DRAWING NO.

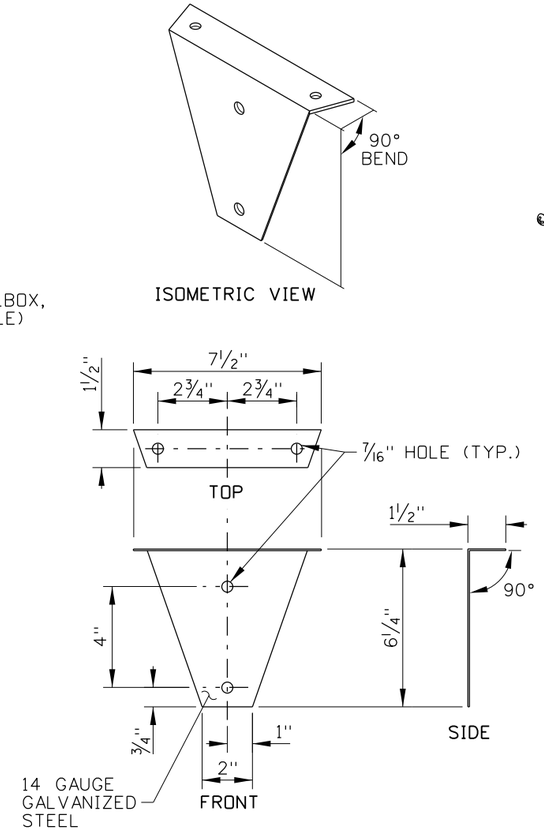
634-1

SHEET 1 OF 5

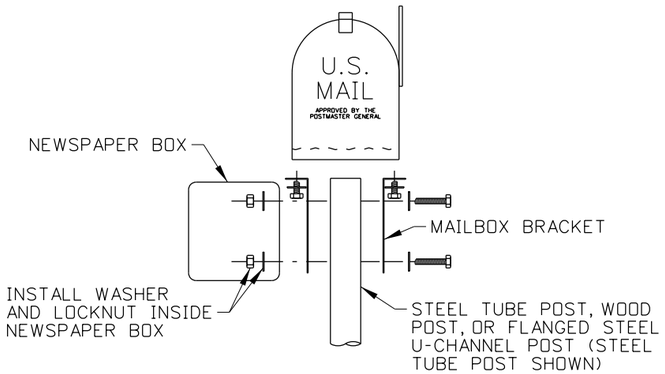


TYPE A ASSEMBLY

FLANGED STEEL U-CHANNEL POST
(2 LB/FT)

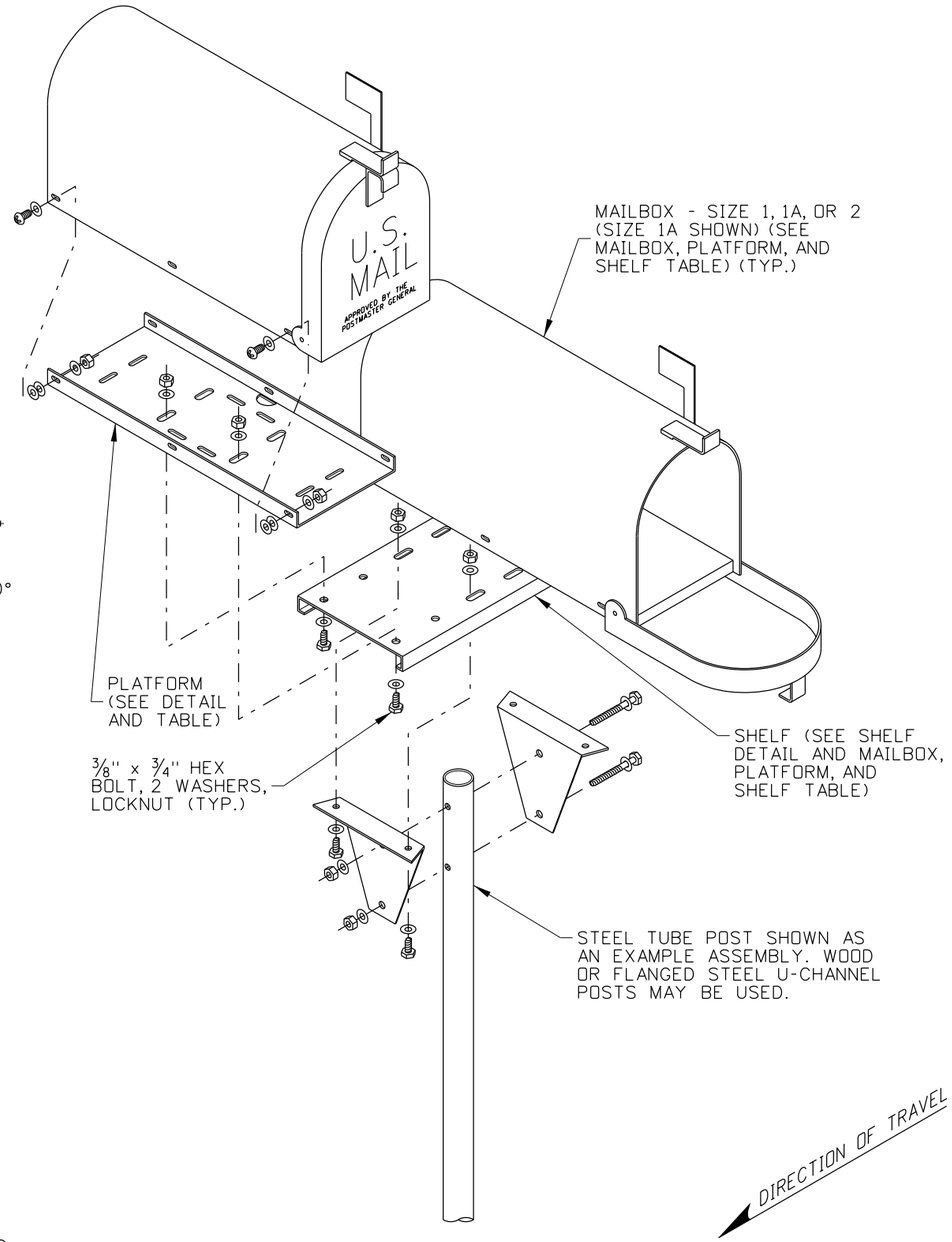


MAILBOX BRACKET DETAIL



NEWSPAPER BOX DETAIL

TYPE A ASSEMBLY



TYPE A ASSEMBLY

DOUBLE MAILBOX ASSEMBLY

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED ORIGINAL SIGNED BY RYAN D. LANCASTER STATE OF IDAHO 13683 JANUARY 31, 2008 RYAN D. LANCASTER

REVISIONS								
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	7-92	MSM	6	7-10	MGL			
2	7-02	MSM	7	11-11	TEM			
3	7-05	MSM	8	01-13	RDL			
4	12-05	MSM						
5	10-08	JRV						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 634-1_0113.dgn

DRAWING DATE: SEPTEMBER, 1993

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

ORIGINAL SIGNED BY: LOREN THOMAS
HIGHWAYS PROGRAM OVERSIGHT ENGINEER
ORIGINAL SIGNED BY: TOM COLE
CHIEF ENGINEER

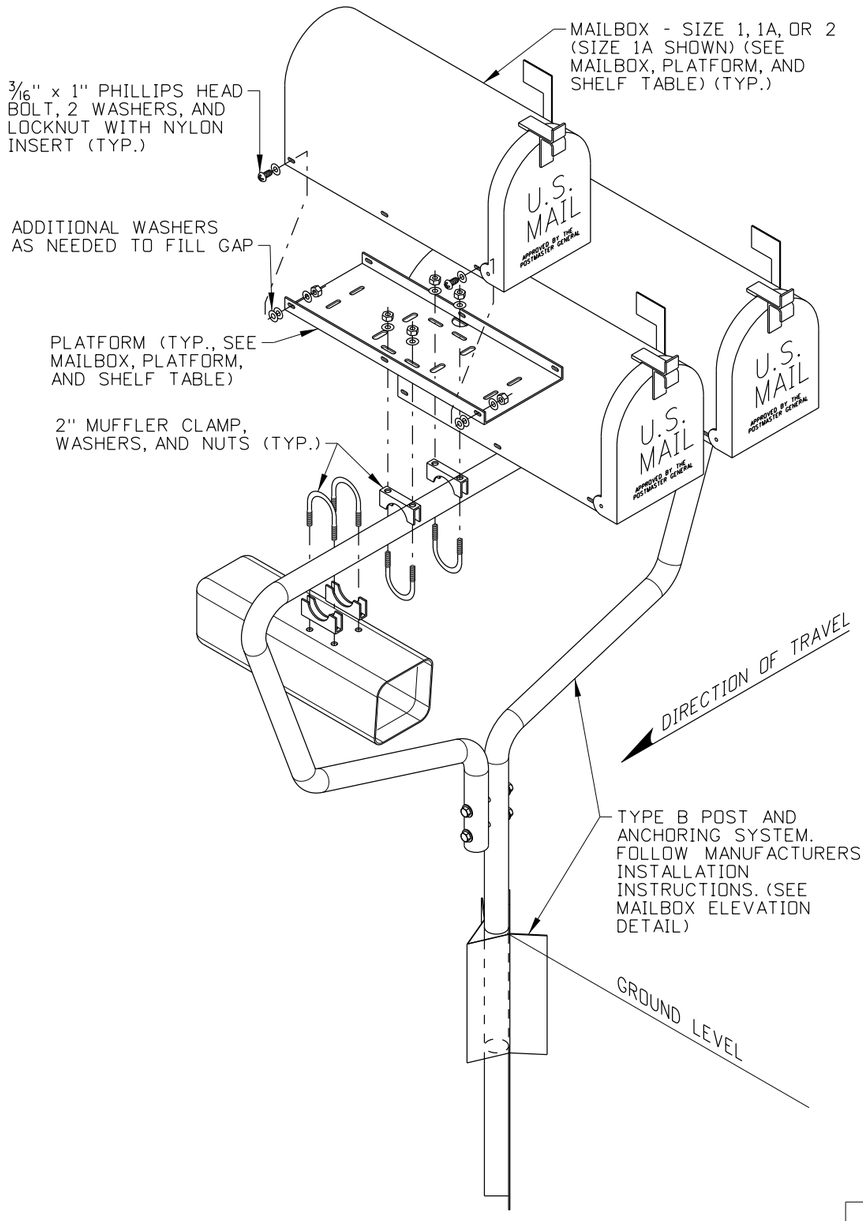
STANDARD DRAWING

MAILBOXES

English

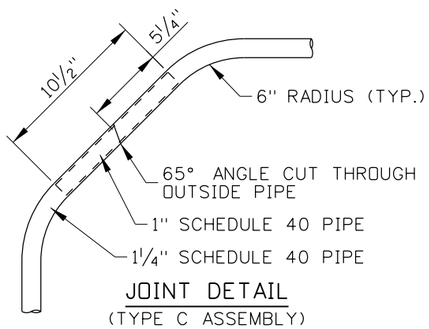
STANDARD DRAWING NO.

634-1

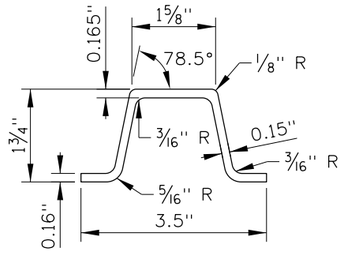


TYPE B ASSEMBLY

TYPE B ASSEMBLY FASTENERS TABLE			
SIZE & TYPE	QUANTITY	WASHERS	LOCKNUTS/NUTS
3/16" x 1" PHILLIPS HEAD BOLT (PER MAILBOX)	4 MIN.	8 MIN.	4 MIN.
2" MUFFLER CLAMP (PER MAILBOX)	2	4	4
2" MUFFLER CLAMP (PER NEWSPAPER BOX)	2	4	2
3/8" x 4 3/4" HEX BOLT (WOOD POST ONLY)	2	4	2
TYPE 2 POST AND ANCHORING SYSTEM	SEE MANUFACTURERS INSTALLATION INSTRUCTIONS		

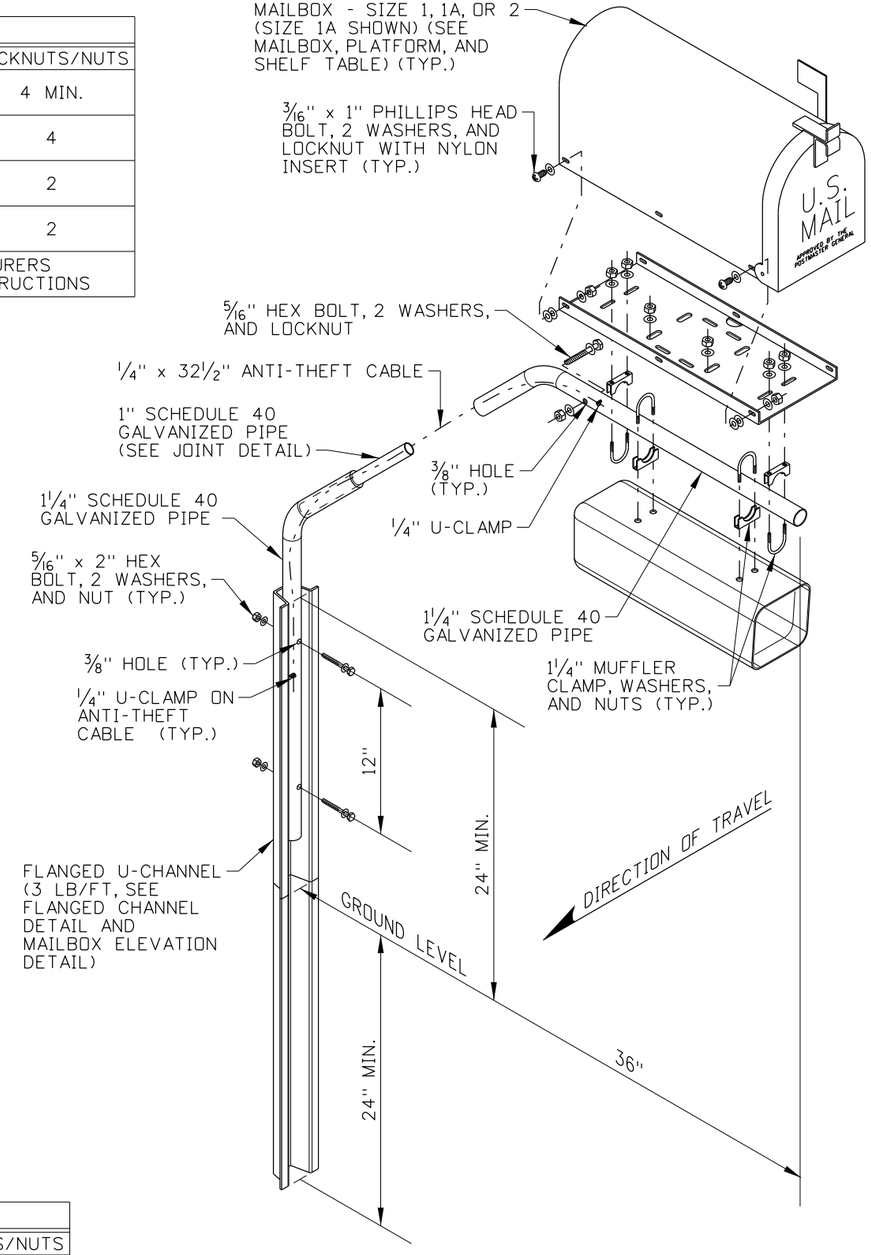


JOINT DETAIL
(TYPE C ASSEMBLY)



FLANGED CHANNEL DETAIL
3 LB/FT
(TYPE C ASSEMBLY)

TYPE C ASSEMBLY FASTENERS TABLE			
SIZE & TYPE	QUANTITY	WASHERS	LOCKNUTS/NUTS
3/16" x 1" PHILLIPS HEAD BOLT	4 MIN.	8 MIN.	4 MIN.
1 1/4" MUFFLER CLAMP	2	4	4
5/16" x 2" HEX BOLT	3	6	3
1/4" U-CLAMP	2	0	4



TYPE C ASSEMBLY

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED RYAN D. LANCASTER STATE OF IDAHO 13683 ORIGINAL SIGNED JANUARY 31, 2013

REVISIONS									
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	7-92	MSM	6	7-10	MGL			
2	7-02	MSM	7	11-11	TEM			
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4	12-05	MSM						
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CADD FILE NAME: 634-1_0113.dgn

DRAWING DATE: SEPTEMBER, 1993

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

ORIGINAL SIGNED BY: LOREN THOMAS
HIGHWAYS PROGRAM OVERSIGHT ENGINEER
ORIGINAL SIGNED BY: TOM COLE
CHIEF ENGINEER

STANDARD DRAWING

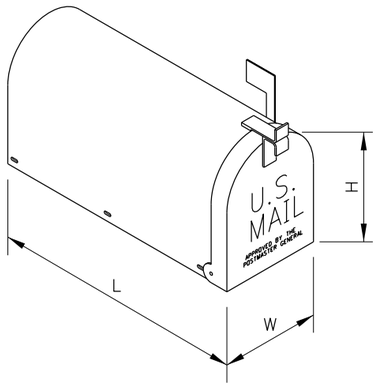
MAILBOXES

English

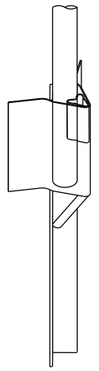
STANDARD DRAWING NO. 634-1

SHEET 3 OF 5

MAILBOX, PLATFORM, AND SHELF TABLE						
MAILBOX SIZE	MAILBOX DIMENSIONS			PLATFORM DIMENSION		SHELF DIM.
	L	W	H	L_P	W_P	L_S
1	19''	6½''	8½''	17''	6''	15''
1-A	21''	8''	10½''	19''	7½''	16½''
2	23½''	11½''	13½''	21''	11''	20''

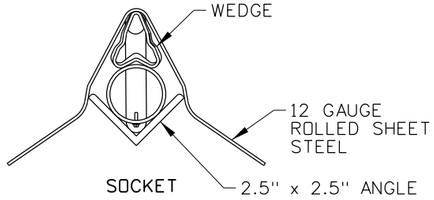


MAILBOX DIMENSIONS



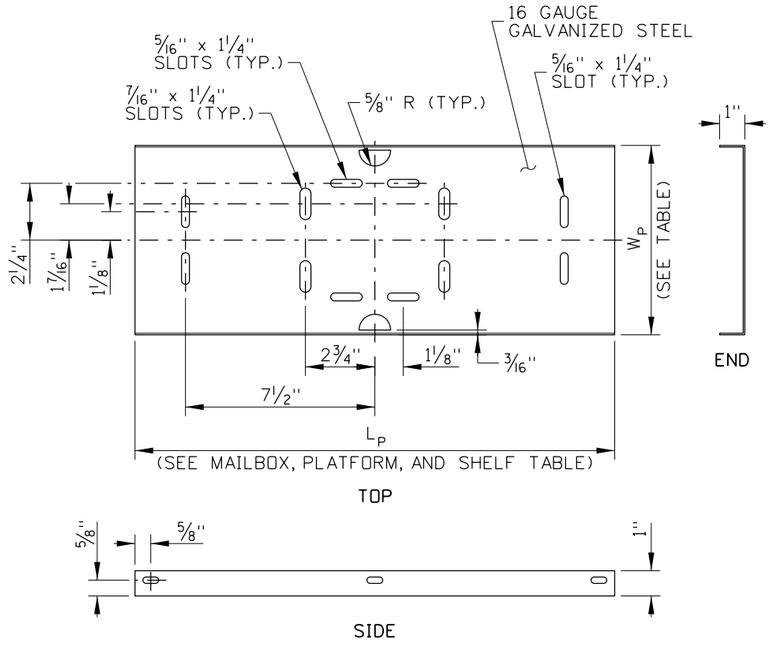
ISOMETRIC VIEW

WEDGE

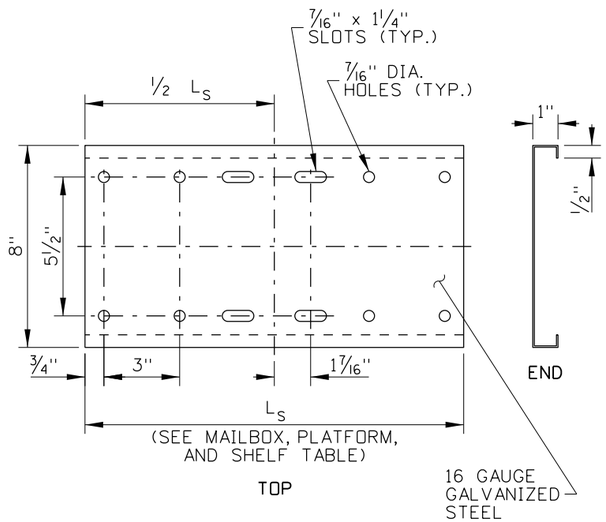


SOCKET AND WEDGE MAILBOX SUPPORT SYSTEM DETAIL

FOR USE WITH TYPE B ASSEMBLY
MAY BE USED WITH TYPE A - STEEL TUBE POST ASSEMBLY
(SEE MANUFACTURER'S INSTALLATION INSTRUCTIONS)



PLATFORM DETAIL
(ONE-PIECE)



SHELF DETAIL
(FOR TYPE A DOUBLE MAILBOX ASSEMBLIES)

NOTES

1. CONSTRUCT MAILBOX ASSEMBLIES IN ACCORDANCE WITH SECTION 634 - MAILBOX OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

2. SEE STANDARD DRAWING 405-2 FOR MAILBOX PLACEMENT.

3. INSTALL THE MAILBOXES AND ASSEMBLIES WITH THE FASTENERS SHOWN IN THE ASSEMBLY FASTENER TABLES. SOME PLATFORM SLOTS AND HOLES MAY REMAIN UNUSED.

4. CENTER THE MAILBOX ON THE PLATFORM AND ENSURE THAT THE MAILBOX DOOR OPENS. SPACING OF MAILBOX MOUNTING HOLES MAY VARY BETWEEN MANUFACTURERS AND ADDITIONAL HOLES MAY BE DRILLED IN THE MAILBOX, PLATFORM, OR BOTH TO ATTACH THE MAILBOX TO THE PLATFORM.

5. COMMERCIALLY AVAILABLE MAILBOXES AND MAILBOX ASSEMBLIES MAY BE SUBSTITUTED FOR THOSE SHOWN IF THEY MEET THE REQUIREMENTS OF THE U.S. POSTMASTER GENERAL AND HAVE SUCCESSFULLY PASSED THE TESTING REQUIREMENTS OF MASH OR NCHRP 350. ADJUSTABLE PLATFORM ALTERNATIVES AND THE SOCKET AND WEDGE MAILBOX SUPPORT SYSTEM ARE EXAMPLES OF COMMERCIALLY AVAILABLE PROPRIETARY SYSTEMS THAT MAY BE ACCEPTABLE ALTERNATIVES. OBTAIN THE ENGINEER'S APPROVAL BEFORE INSTALLING ALTERNATIVE MAILBOXES OR ASSEMBLIES AND INSTALL IN ACCORDANCE WITH THE MANUFACTURERS INSTRUCTIONS.

6. USE AN ANTI-TWIST PLATE, SHOWN ON THE ANTI-TWIST PLATE DETAIL. A SOCKET AND WEDGE MAILBOX SUPPORT SYSTEM MAY BE USED IN LIEU OF AN ANTI-TWIST PLATE. IF THE SOCKET AND WEDGE SYSTEM IS USED, FOLLOW THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

7. THE TYPE C ASSEMBLY SHOULD BE USED IN HEAVY SNOW AREAS OR AREAS WHERE SNOW PLOW DAMAGE TO MAILBOXES HAS BEEN OBSERVED OR IS ANTICIPATED.

8. WHEN USED IN HEAVY SNOW AREAS, ONLY ONE MAILBOX IS RECOMMENDED FOR TYPE A ASSEMBLIES. THE TYPE A ASSEMBLY WITH WOOD POSTS IS RECOMMENDED FOR USE IN HEAVY SNOW AREAS. A SNOW SHIELD MAY BE INSTALLED AS SHOWN ON STANDARD DRAWING 634-2.

9. MAILBOX SIZES 1, 1A, AND 2, SHOWN IN THE MAILBOX, PLATFORM, AND SHELF TABLE MAY BE INSTALLED ON THE TYPE A DOUBLE MAILBOX ASSEMBLY IN ANY COMBINATION OF SIZES. WHEN MORE THAN ONE SIZE IS TO BE INSTALLED, USE THE SHELF SIZE FOR THE LARGER MAILBOX.

10. THE TYPE B ASSEMBLY IS A PROPRIETARY SYSTEM THAT MAY BE USED FOR THE INSTALLATION OF TWO OR MORE MAILBOXES. ON TYPE B MAILBOX ASSEMBLIES, INSTALL A MAXIMUM OF FIVE SIZE 1 MAILBOXES, FOUR SIZE 1A MAILBOXES, OR THREE SIZE 2 MAILBOXES. WHEN MORE THAN ONE SIZE IS TO BE INSTALLED, LIMIT THE NUMBER OF MAILBOXES TO THE MAXIMUM NUMBER FOR THE LARGEST SIZE USED.

11. DO NOT INSTALL THE MAILBOX ASSEMBLY IN A CONCRETE FOUNDATION. AN EXCEPTION MAY BE MADE FOR MASH OR NCHRP 350 APPROVED ALTERNATIVE MAILBOX ASSEMBLIES IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

12. ENSURE THAT PLATFORM, SHELF, AND BRACKETS ARE GALVANIZED IN ACCORDANCE WITH AASHTO M 232.

13. IF USED, ATTACH THE NEWSPAPER BOX TO THE SUPPORT, DIRECTLY UNDER THE MAILBOX. ENSURE THAT NEWSPAPER BOXES DO NOT EXTEND BEYOND THE FRONT OF THE MAILBOX WHEN THE MAILBOX DOOR IS CLOSED. IN HEAVY SNOW AREAS, LOCATE THE NEWSPAPER BOX ON THE TRAILING SIDE OF THE MAILBOX POST. SEE THE NEWSPAPER BOX DETAIL FOR INSTALLATIONS ON TYPE A MAILBOX ASSEMBLIES.

14. ROUND OR GRIND THE CORNERS OF PLATFORMS, SHELVES, BRACKETS, OR OTHER HARDWARE THAT HAS SHARP PROTRUDING EDGES.

15. NOT TO SCALE.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED ORIGINAL SIGNED BY RYAN D. LANCASTER STATE OF IDAHO 13683 JANUARY 31, 2014 RYAN D. LANCASTER

REVISIONS									
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	7-92	MSM	6	7-10	MGL			
2	7-02	MSM	7	11-11	TEM			
3	7-05	MSM	8	01-13	RDL			
4	12-05	MSM						
5	10-08	JRV						

SCALES SHOWN ARE FOR 11'' X 17'' PRINTS ONLY

CADD FILE NAME: 634-1_0113.dgn

DRAWING DATE: SEPTEMBER, 1993

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

ORIGINAL SIGNED BY: LOREN THOMAS
HIGHWAYS PROGRAM OVERSIGHT ENGINEER
ORIGINAL SIGNED BY: TOM COLE
CHIEF ENGINEER

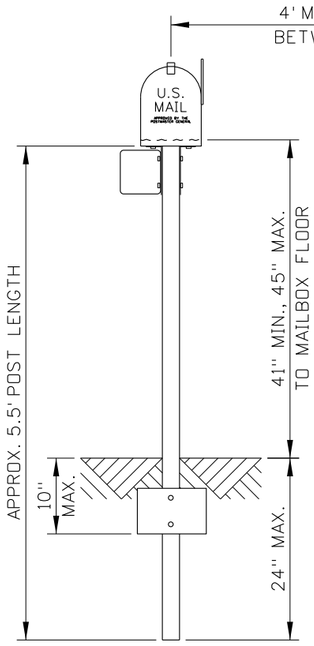
STANDARD DRAWING

MAILBOXES

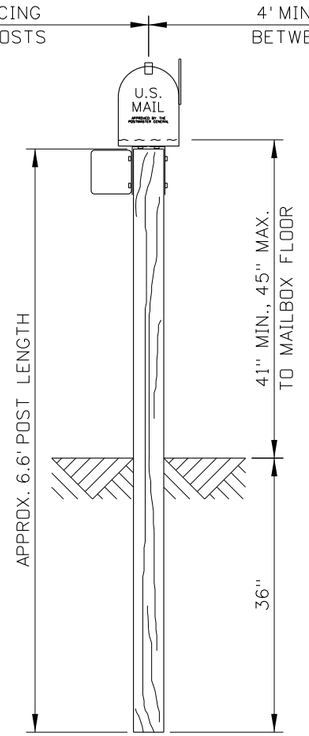
English

STANDARD DRAWING NO. 634-1

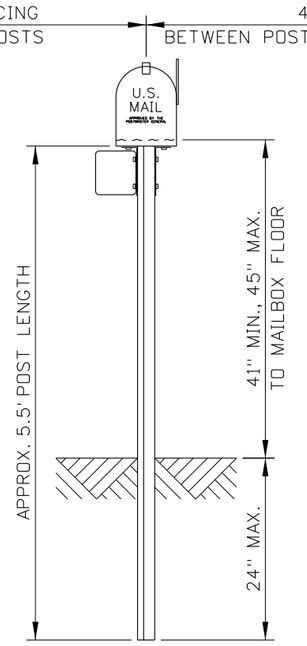
SHEET 4 OF 5



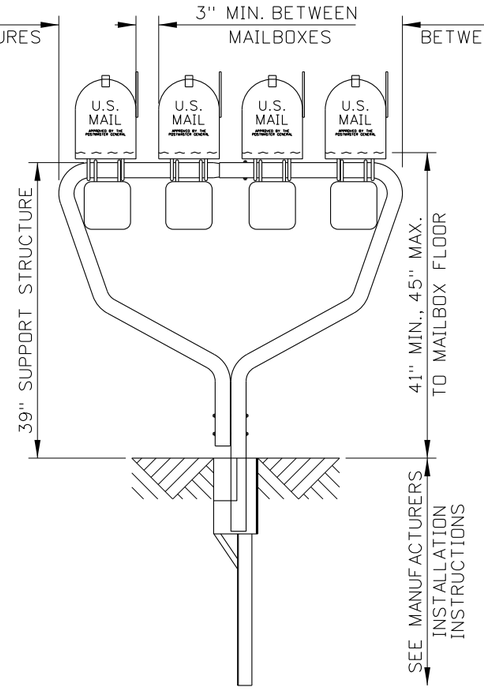
TYPE A ASSEMBLY
STEEL TUBE POST



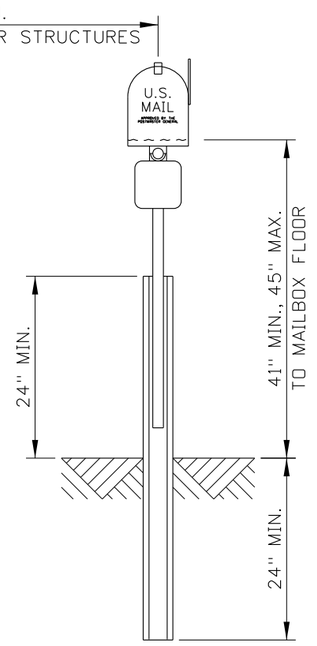
TYPE A ASSEMBLY
WOOD POST



TYPE A ASSEMBLY
FLANGED STEEL U-CHANNEL POST



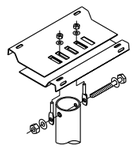
TYPE B ASSEMBLY



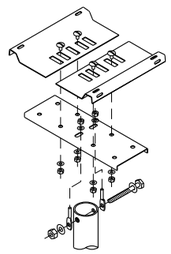
TYPE C ASSEMBLY

DIRECTION OF TRAVEL

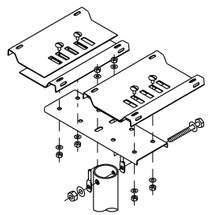
MAILBOX ELEVATION DETAIL



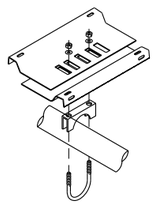
SINGLE MAILBOX ASSEMBLY
(FOR MAILBOXES
SIZES 1 AND 1A)



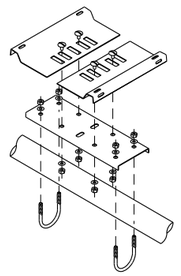
SINGLE MAILBOX ASSEMBLY
(FOR MAILBOX SIZE 2)



DOUBLE MAILBOX ASSEMBLY
(FOR MAILBOXES
SIZES 1 AND 1A)



SINGLE MAILBOX ASSEMBLY
(FOR MAILBOXES
SIZES 1 AND 1A ON
TYPE B ASSEMBLIES)



SINGLE MAILBOX ASSEMBLY
(FOR MAILBOX
SIZE 2 ON TYPE B
ASSEMBLIES)

ADJUSTABLE PLATFORM ALTERNATIVES

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED ORIGINAL SIGNED AT THE OFFICIAL CAPACITY OF RYAN D. LANCASTER JANUARY 31, 2013 13683 STATE OF IDAHO RYAN D. LANCASTER

REVISIONS								
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	7-92	MSM	6	7-10	MGL			
2	7-02	MSM	7	11-11	TEM			
3	7-05	MSM	8	01-13	RDL			
4	12-05	MSM						
5	10-08	JRV						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 634-1_0113.dgn

DRAWING DATE: SEPTEMBER, 1993

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

ORIGINAL SIGNED BY: LOREN THOMAS
HIGHWAYS PROGRAM OVERSIGHT ENGINEER

ORIGINAL SIGNED BY: TOM COLE
CHIEF ENGINEER

STANDARD DRAWING

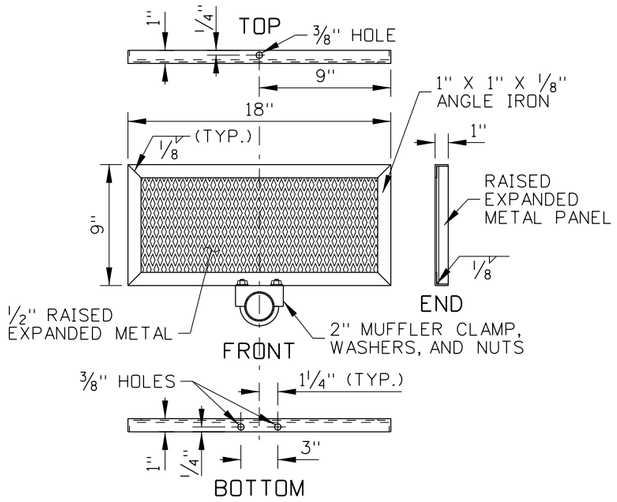
MAILBOXES

English

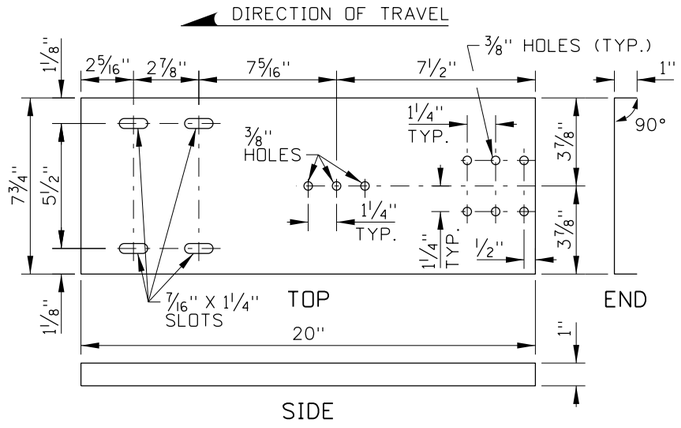
STANDARD DRAWING NO.

634-1

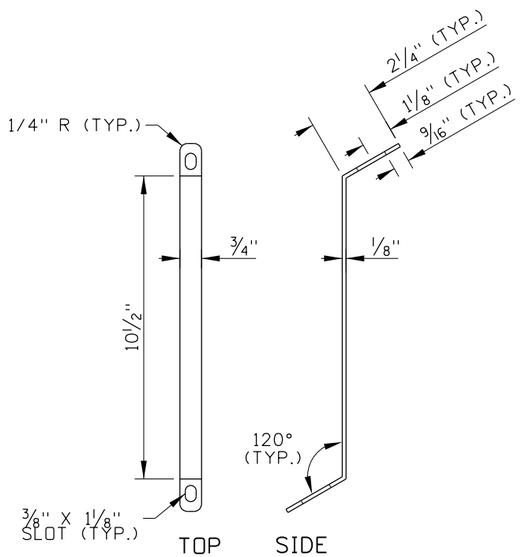
SHEET 5 OF 5



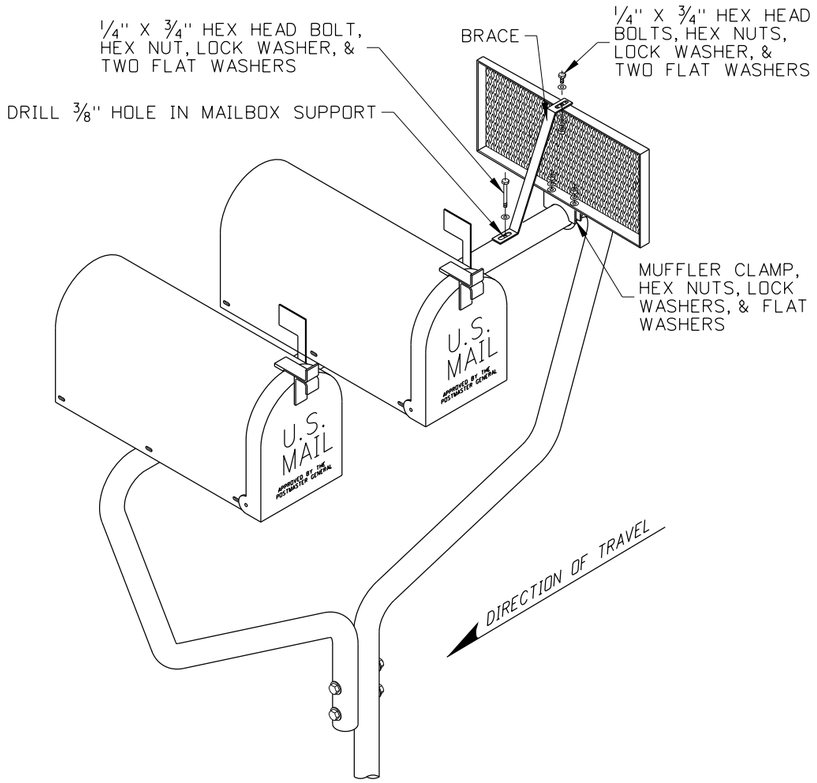
SNOW SHIELD DETAIL



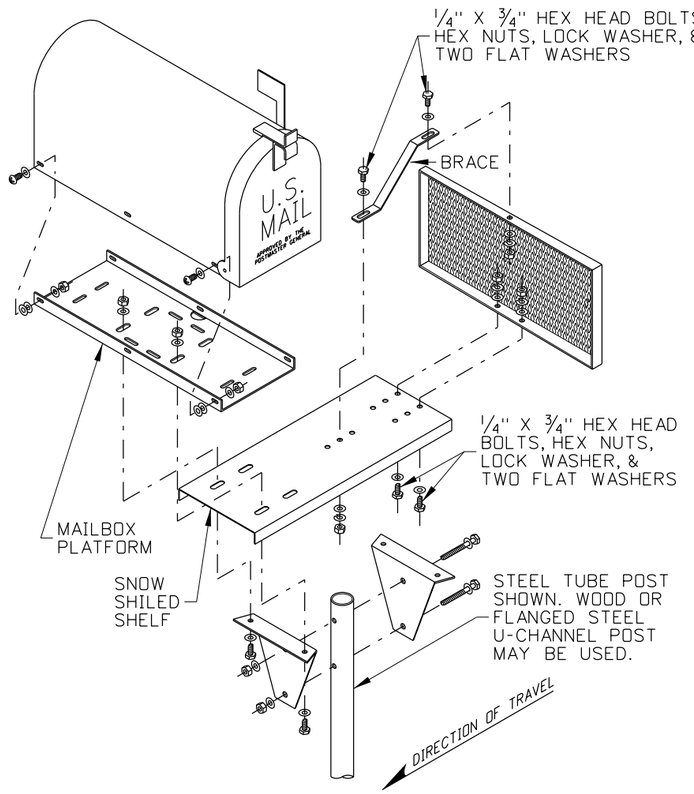
SNOW SHILED SHELF DETAIL



BRACE DETAIL



MULTIPLE MAILBOX INSTALLATION



SINGLE MAILBOX INSTALLATION

NOTES

1. SEE THE MAILBOX STANDARD DRAWING FOR MAILBOX INSTALLATION DETAILS
2. ROUND OR GRIND THE SHARP CORNERS OF THE PLATFORM, SNOW SHIELD SHELF, AND BRACE.
3. WHEN A NEWSPAPER BOX IS INSTALLED, ENSURE THAT BOX IS ON THE TRAILING SIDE OF THE POST.
4. DRAWING NOT TO SCALE.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED RYAN D. LANCASTER 13683 STATE OF IDAHO

REVISIONS

NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1	07-10	MGL						
2	08-11	RSC						
3	05-15	RDL						

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 634-2_0515.dgn

DRAWING DATE: NOVEMBER, 2005

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

ORIGINAL SIGNED BY: KEVIN SABLAN

DESIGN/TRAFFIC SERVICES ENGINEER

STANDARD DRAWING

MAILBOX SNOW SHIELD

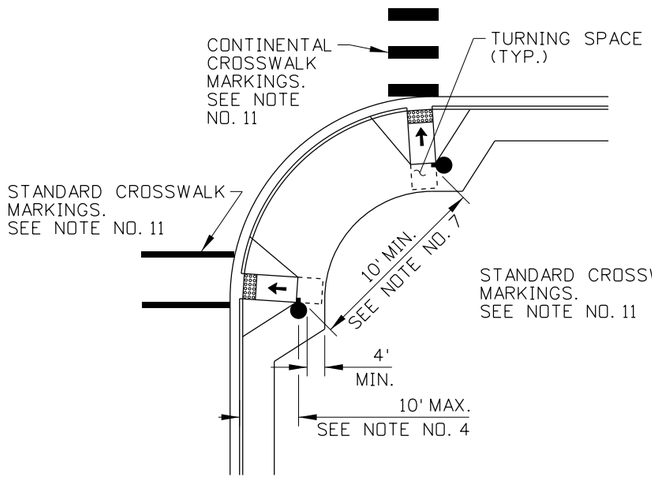
REQUIRES STD. DWG. 634-1

English

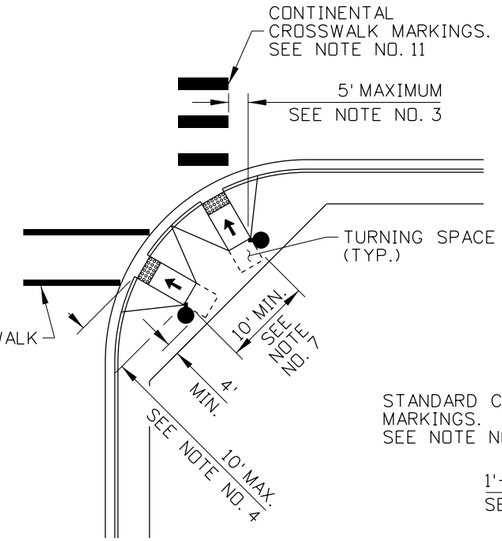
STANDARD DRAWING NO.

634-2

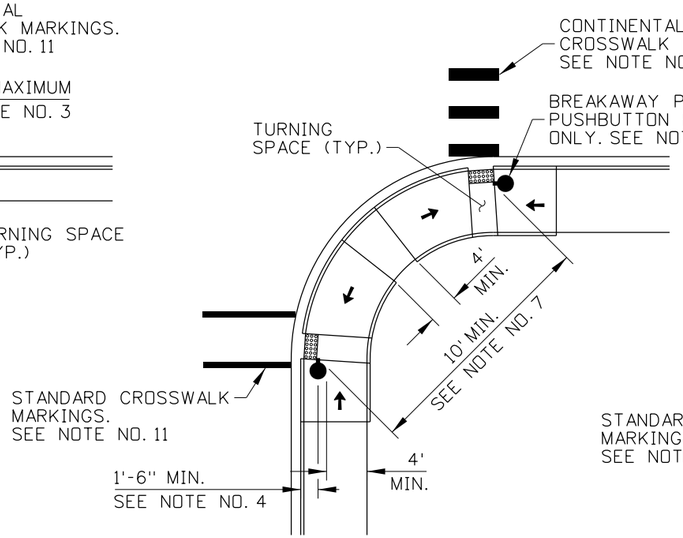
SHEET 1 OF 1



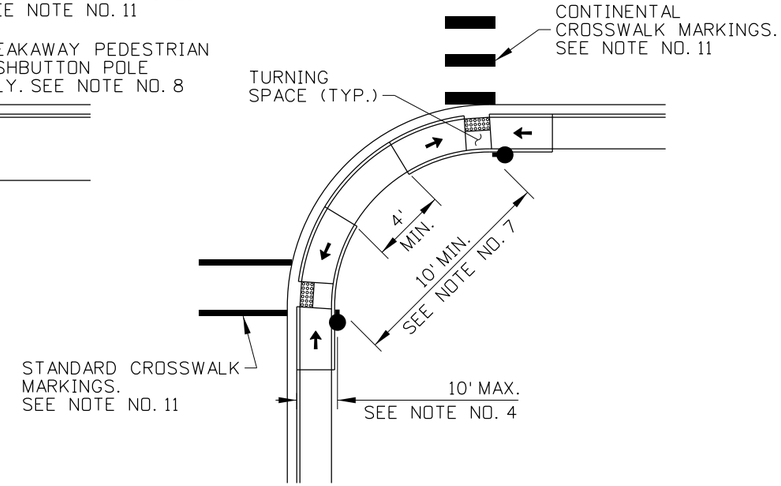
PERPENDICULAR CURB RAMP
WITH CROSSWALKS FAR APART



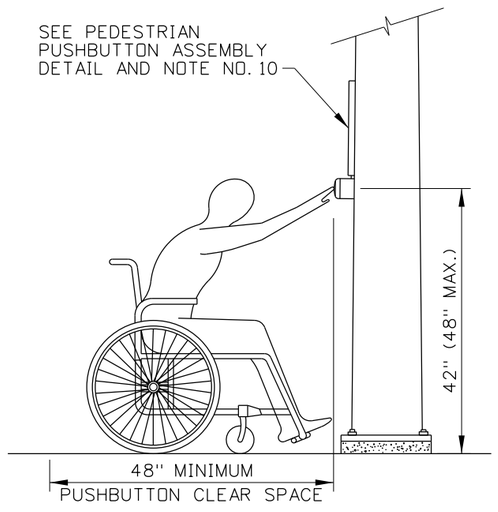
PERPENDICULAR CURB RAMP
WITH CROSSWALKS CLOSE TOGETHER



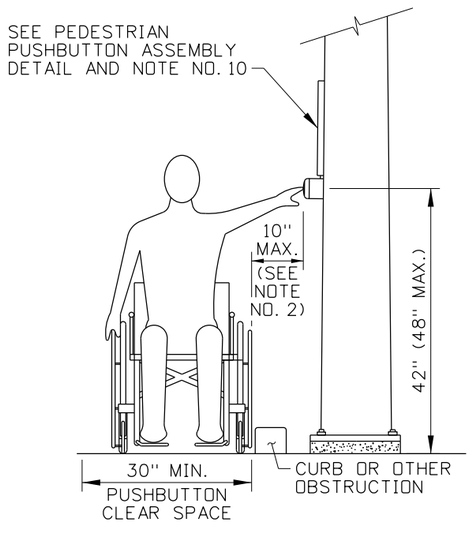
PARALLEL OR
COMBINATION CURB RAMP
WITH WIDE SIDEWALK



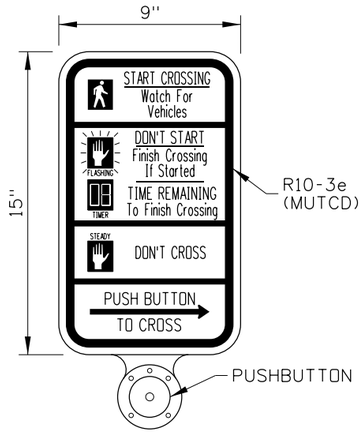
PARALLEL CURB RAMP
WITH NARROW SIDEWALK



FORWARD APPROACH
SEE NOTE NOS. 2 & 6



PARALLEL APPROACH
SEE NOTE NOS. 2 & 6



PEDESTRIAN PUSHBUTTON
ASSEMBLY DETAIL
SEE NOTE NO. 10

NOTES

1. FOUR TYPICAL CONFIGURATIONS ARE SHOWN. FOR OTHER CONFIGURATIONS, THE MAXIMUM AND MINIMUM DIMENSIONS SHOWN REMAIN APPLICABLE. WHERE CURB AND CURB RAMPS ARE NOT PRESENT, MEASURE FROM THE EDGE OF TRAVELED WAY.
2. PROVIDE A PUSHBUTTON CLEAR SPACE, WITH 30" BY 48" MINIMUM DIMENSIONS, ADJACENT TO PEDESTRIAN PUSHBUTTONS. ENSURE THAT THE CLEAR SPACE SURFACE IS FIRM, STABLE, AND SLIP RESISTANT. POSITION THE CLEAR SPACE SO THE PUSHBUTTON CAN BE ACCESSED WITH EITHER A FORWARD OR PARALLEL APPROACH. AN OBSTRUCTION, UP TO 10" IN DEPTH, BETWEEN THE CLEAR SPACE AND THE PUSHBUTTON IS PERMITTED FOR A PARALLEL APPROACH. WHERE CURB RAMPS ARE USED, THE TURNING SPACE FOR THE CURB RAMP MAY DOUBLE AS THE CLEAR SPACE.
3. PLACE PUSHBUTTON BETWEEN THE EDGE OF THE CROSSWALK LINE (EXTENDED) FARTHEST FROM THE CENTER OF THE INTERSECTION AND THE SIDE OF A CURB RAMP (IF PRESENT), BUT NOT MORE THAN 5' FROM THE SAID CROSSWALK LINE.
4. PLACE PUSHBUTTON BEHIND THE FACE OF CURB OR OUTSIDE THE EDGE OF TRAVELED WAY A MINIMUM DISTANCE OF 1'-6" AND A MAXIMUM DISTANCE OF 10'.
5. ENSURE THAT THE FACE OF THE PUSHBUTTON IS PARALLEL TO THE CROSSWALK TO BE USED.
6. MOUNT THE PUSHBUTTON 42" ABOVE THE CLEAR SPACE. THE MAXIMUM MOUNTING HEIGHT IS 48".
7. PROVIDE A MINIMUM DISTANCE OF 10' BETWEEN PEDESTRIAN PUSHBUTTONS. WHERE THERE ARE PHYSICAL CONSTRAINTS ON A PARTICULAR CORNER THAT MAKE IT IMPRACTICAL TO PROVIDE THE 10' SEPARATION BETWEEN THE TWO PEDESTRIAN PUSHBUTTONS, THE PUSHBUTTONS MAY BE PLACED CLOSER TOGETHER OR ON THE SAME POLE.
8. PUSHBUTTONS MAY BE INSTALLED ON A SIGNAL POLE OR PEDESTRIAN PUSHBUTTON POLES. ENSURE THAT POLES WITHIN 10' OF THE FACE OF CURB OR EDGE OF TRAVELED WAY HAVE BREAKAWAY FEATURES.
9. INSTALL ACCESSIBLE PEDESTRIAN SIGNALS WHEN RECOMMENDED BY AN ENGINEERING STUDY.
10. USE MODULAR OR CAST PEDESTRIAN PUSHBUTTON ASSEMBLIES. DO NOT USE H FRAME PEDESTRIAN PUSHBUTTON ASSEMBLIES. USE THE R10-3e(MUTCD) SIGN ON THE PUSHBUTTON ASSEMBLY.
11. CROSSWALK MARKINGS MAY VARY.
12. DRAWINGS NOT TO SCALE.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED ORIGINAL SIGNED BY RYAN D. LANCASTER STATE OF IDAHO JUNE 17, 2014 13683 RYAN D. LANCASTER

REVISIONS

NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 656-15_0614.dgn

DRAWING DATE: MAY, 2014

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

ORIGINAL SIGNED BY: CARL D. MAIN
DESIGN/TRAFFIC SERVICES ENGINEER

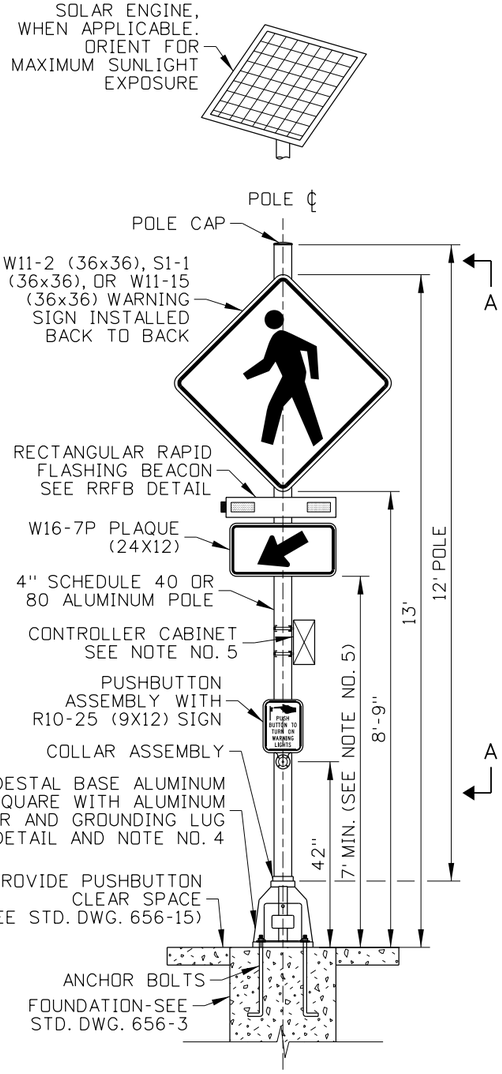
STANDARD DRAWING

PEDESTRIAN PUSHBUTTON PLACEMENT

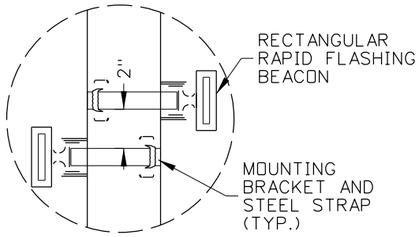
English

STANDARD DRAWING NO.
656-15

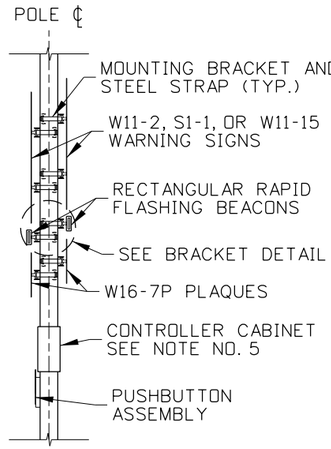
SHEET 1 OF 1



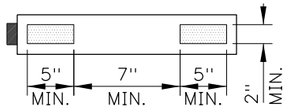
RECTANGULAR RAPID FLASHING BEACON (RRFB)



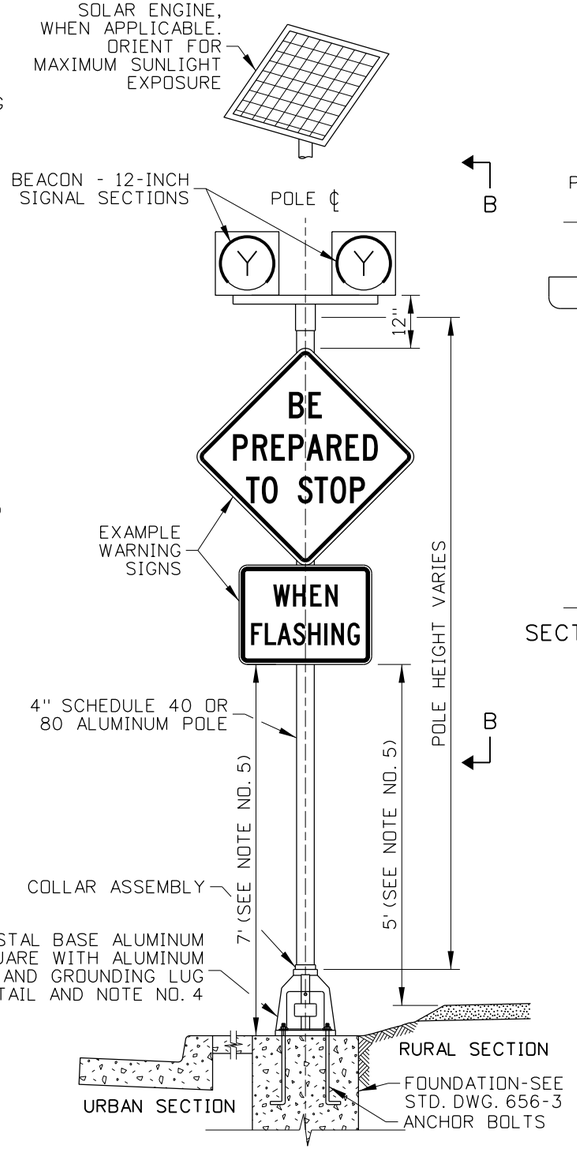
BRACKET DETAIL



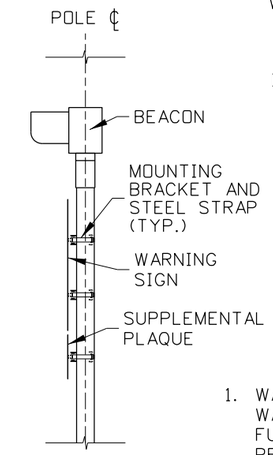
SECTION A-A



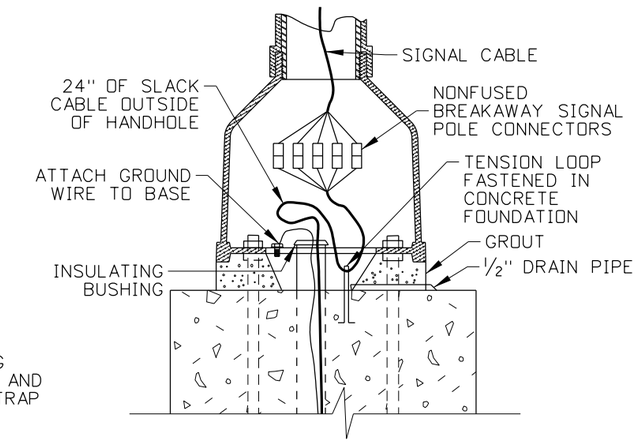
RRFB DETAIL



WARNING BEACON



SECTION B-B



FRANGIBLE ALUMINUM BASE DETAIL

NOTES

1. WARNING BEACONS PROVIDE SUPPLEMENTAL EMPHASIS TO WARNING SIGNS. RECTANGULAR RAPID FLASHING BEACONS FUNCTION AS WARNING BEACONS SPECIFICALLY FOR PEDESTRIAN, SCHOOL, AND TRAIL WARNING SIGNS AT MARKED CROSSWALKS ACROSS UNCONTROLLED APPROACHES. LED UNITS IN A SIGN OR SUPPLEMENTAL PLAQUE LEGEND OR BORDER DO NOT CONSTITUTE A WARNING BEACON.
2. THIS DRAWING SHOWS TYPICAL BEACON INSTALLATION DETAILS. THE DETAILS FOR QPL APPROVED PROPRIETARY SYSTEMS MAY VARY.
3. LOCATE RRFB POLES AS SHOWN IN THE PLANS AND IN ACCORDANCE WITH STANDARD DRAWING 656-15. LOCATE WARNING BEACON POLES AS SHOWN IN THE PLANS.
4. A FRANGIBLE COUPLING SYSTEM BASE CAN BE SUBSTITUTED FOR A FRANGIBLE CAST ALUMINUM BASE.
5. ENSURE PUSHBUTTON ASSEMBLY, CONTROLLER CABINET, AND SECONDARY SIGNS DO NOT PROTRUDE MORE THAN 4 INCHES HORIZONTALLY INTO ADJACENT PEDESTRIAN CIRCULATION PATHS IN ACCORDANCE WITH STANDARD DRAWING 614-1.
6. THE HEIGHT TO THE BOTTOM OF A SECONDARY SIGN MOUNTED BELOW ANOTHER SIGN MAY BE 1 FOOT LESS THAN THE HEIGHT SHOWN PROVIDED THE CONDITIONS IN NOTE NO. 4 ARE MET.
7. USE STEEL CONDUIT ELBOWS IN CONCRETE BASES AND TO EXTEND ELBOWS BEYOND CONCRETE FOUNDATION.
8. TERMINATE SPARE STUB OUTS WITH A STEEL COUPLING AND PLASTIC PUSH PLUG AT BOTH ENDS.
9. PROVIDE CONTROLLER CABINET ENCLOSURE APPROPRIATE FOR THE WARNING BEACON OR RRFB SYSTEM. LOCATE CABINET AS SHOWN IN THE PLANS.
10. INSTALL PEDESTRIAN PUSHBUTTONS IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.
11. DRAWING NOT TO SCALE.

ORIGINAL STORED AT: ITD, Headquarters 3311 West State Boise, Idaho

PROFESSIONAL ENGINEER LICENSED RYAN D. LANCASTER 13683 STATE OF IDAHO ORIGINAL SIGNED MARCH 9, 2022

REVISIONS									
NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 657-1_0422.dgn

DRAWING DATE: JANUARY 2022

IDAHO TRANSPORTATION DEPARTMENT

BOISE IDAHO

ORIGINAL SIGNED BY: KEVIN SABLAN

DESIGN/TRAFFIC SERVICES ENGINEER

STANDARD DRAWING

FLASHING BEACONS

REQ. STANDARD DRAWINGS 656-3 & 656-15

English

STANDARD DRAWING NO. 657-1

SHEET 1 OF 1