

**AGENDA ITEM NO.** \_\_\_\_\_

**TO:** Mayor Blad and City Council Members  
**FROM:** Merril Quayle, P.E., Public Works Development Engineer  
Anne Butler, Parks and Recreation Director  
**DATE:** Meeting Date – April 3, 2025  
**SUBJECT:** Monte Vista to Pocatello Creek Road Pathway Project Bid Acceptance

**REQUEST**

Staff requests City Council to accept the lowest responsive bid, award the project, and authorize the Mayor to execute the Contract Agreement between RS Jobber Inc. and the City of Pocatello for the Monte Vista to Pocatello Creek Road Pathway Project subject to legal review.

**BACKGROUND**

The City was awarded a Transportation Alternatives Program grant (TAP) for the Monte Vista to Pocatello Creek Road Pathway Project. The project is ready to proceed to the construction phase. The match requirements for this TAP Grant is 7.34% for the programmed cost. There is no fiscal impact to the City for construction. Funding for the local match was received from local non-profit organizations (Portneuf Health Trust and Portneuf Greenway Foundation), along with the TAP grant funding.

The City solicited bids for the Monte Vista to Pocatello Creek Road Pathway Project on February 14, 2025 and held a pre-bid conference on February 21, 2025. Bids were opened for the project on March 5, 2025, with the following result:

Sunroc Corporation	\$2,370,277.00
RS Jobber Inc.	\$1,466,663.00
Mickelsen Corporation	\$1,848,925.20
Summit Construction LLC	\$2,924,718.91

Engineer Estimate                      \$1,899,009.73.

RS Jobber Inc is the apparent low bidder. The bid is awarded based on the unit pricing provided for a total contract amount \$1,466,663.00.

**STAFF RECOMMENDATION**

Staff recommends that City Council accept the lowest responsive bid, award the project, and authorize the Mayor to execute the Contract Agreement between RS Jobber Inc. and the City of Pocatello for the Monte Vista to Pocatello Creek Road Pathway Project, subject to Legal Department review.

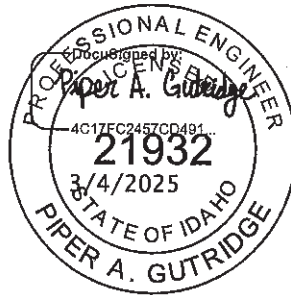
Funds for the project were awarded by a TAP grant. The full match for the grant is being covered by local non-profit organizations (Portneuf Health Trust and Portneuf Greenway Foundation).

To: City Council and Mayor  
From: Matt Kerbs, Deputy City Attorney MK  
Date: March 21, 2025  
Re: Bid Award for Monte Vista to Pocatello Creek Road Pathway Project

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I have reviewed the above referenced documents and have no legal concerns with Council awarding the bid for the project to RS Jobber Inc., and authorizing the Mayor to sign any documents effectuating the award. The bid process complied with the requirements of Idaho Code §67-2805.

PROJECT MANUAL  
FOR  
**PORTNEUF GREENWAY  
MONTE VISTA TO POCATELLO  
CREEK ROAD PATHWAY**  
KEY NO. 23697



PREPARED BY:



305 N 3rd AVENUE, SUITE A  
POCATELLO, IDAHO 83201  
208.238.2146

PREPARED FOR:



911 N 7<sup>th</sup> AVENUE  
POCATELLO, IDAHO 83201  
208.234.6163

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CITY OF POCATELLO, ID  
PORTNEUF GREENWAY - MONTE VISTA TO POCATELLO CREEK RD PATHWAY KN 23697

### ADVERTISEMENT FOR BIDS

The City of Pocatello (Owner) is requesting Bids for the construction of the following Project:

#### **Monte Vista to Pocatello Creek Road Pathway**

Bids for the construction of the Project will be received at the **Pocatello City Hall** located at **911 N 7<sup>th</sup> Avenue, Pocatello, ID 83201**, until Thursday, March 5<sup>th</sup>, 2025, at **3 pm** local time. At that time the Bids received will be publicly opened and read in the **Council Chambers** at City Hall.

The Project includes the following Work:

The City of Pocatello has secured funding for a project which includes the construction of a new pedestrian pathway from Monte Vista Drive to Pocatello Creek Road on the east side of I-15 in Pocatello, Idaho. Project elements include excavation, backfill, asphalt and concrete paving, retaining walls, storm drainage, and RRFB base installation.

Bids are requested for the following Contract: **Monte Vista to Pocatello Creek Road Pathway Project**. The Project has an expected duration of 90 days.

#### **Obtaining the Bidding Documents**

Information and Bidding Documents for the Project can be found at the following designated website:

<https://pocatello.gov/Bids.aspx>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

**City of Pocatello, Engineering Department, 911 N. 7<sup>th</sup> Ave, Pocatello, ID 83201**

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 am to 5:00 pm, and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

#### **Pre-Bid Conference**

A pre-bid conference for the project will be conducted in the City Council Chambers located at **911 N. 7<sup>th</sup> Avenue, Pocatello, ID 83201**, on Friday, February 21<sup>st</sup>, 2025, at **2:00 pm** local time. At that time, Prospective Bidders may ask clarifying questions and address any ambiguities in the bid document. After Friday, February 28<sup>th</sup>, 2025, at **12:00 noon** local time, no more questions will be received and no further addenda will be issued.

#### **Instructions to Bidders**

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

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Bids must be accompanied by Bid Security in the form of a bid bond, certified check, or cashier's check in the amount of 5% of the amount of the bid proposal. Said bid security shall be forfeited to the City of Pocatello as liquidated damages should the successful bidder fail to enter into contract in accordance with their proposal as specified in the Instructions to Bidders.

The City of Pocatello reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept the proposal deemed most advantageous to the best interest of the City of Pocatello. Section 3, minority – and women – owned businesses are especially encouraged to apply, as are businesses located within the City's municipal boundaries. The City of Pocatello offers a preference for documented Section 3 businesses or individuals on this project. Forms for certification as a Section 3 business or individual can be obtained by calling 208-234-6186.

**This Advertisement is issued by:**

Owner: City of Pocatello

  
\_\_\_\_\_  
Merril Quayle, PE Public Works Engineer

  
\_\_\_\_\_  
Konni R. Kendell, City Clerk

Dates Advertised: February 14, 2025 and February 28, 2025.

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

ARTICLE 1—DEFINED TERMS

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

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 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.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.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
  - 1. Electronic Documents that are available in native file format include:
    - a. CAD file basemaps created in Civil3D by Autodesk. Files include existing topography, alignment(s), design surface model, and drainage.
  - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
  - 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
  - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

### ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within seven days of Owner's request, Bidder must submit the following information:
  - A. Bidder's state or other contractor license number, if applicable.
  - B. Subcontractor and Supplier qualification information. Refer to Idaho Code Title 67, Chapter 23 regarding listing of subcontractors.
  - C. Other required information regarding qualifications.
- 3.02 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
  - A. Bidder's State of Idaho Public Works contractor license number.
  - B. Electrical subcontractor license number(s).
  - C. Contractor must have an Idaho Public Works Contractors License prior to signing the Contract pursuant to Idaho Code Title 54, Chapter 19.

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PORTNEUF GREENWAY - MONTE VISTA TO POCA TELLO CREEK ROAD

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ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A pre-bid conference for the project will be conducted in the City Council Chambers located at 911 N. 7th Avenue, Pocatello, ID 83201, on Friday, February 21st, 2025, at 2:00 pm local time. At that time, Prospective Bidders may ask clarifying questions and address any ambiguities in the bid document. After Friday, February 28th, 2025, at 12:00 noon local time, no more questions will be received and no further addenda will be issued.

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

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. No reports are available of subsurface or existing physical conditions.

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

5.03 *Other Site-related Documents*

- A. No Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. It is the responsibility of the Bidder to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

5.05 *Owner's Safety Program*

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

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such

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other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

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

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

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
  - A. City of Pocatello, Engineering Department, 911 N 7<sup>th</sup> Avenue, Pocatello, ID 83201, 208.234.6225
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than four (4) days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner’s damages in the case of a damages-form bond. Such forfeiture will be Owner’s exclusive remedy if Bidder defaults.



- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 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.
- 10.03 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 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the Work within seven (7) days after Bid opening.

- 11.02 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.

#### 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 on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- 18.06 The purchase of construction services shall be made pursuant Idaho Statute Title 67, Chapter 28. The acquisition of construction services must be subject to a competitive bidding process made from a qualified public works contractor submitting the lowest bid price complying the bidding procedures and meeting prequalification criteria, if any are provided in accordance with I.C. 67-2805, that are established in the bidding documents. For a Category A bid process, the political subdivision may only consider the amount bid, bidder compliance with the administrative requirements of the bidding process, and whether the bidder holds the requisite State of Idaho

Public Works Contractors License, and shall award the bid to the responsible bidder submitting the lowest responsive bid.

#### ARTICLE 19—BONDS AND INSURANCE

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

#### ARTICLE 20—SIGNING OF AGREEMENT

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

#### ARTICLE 21—STATE OF IDAHO STATUTORY PROVISIONS

- 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*.

## **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: **City of Pocatello, 911 N 7<sup>th</sup> Ave, Pocatello, ID 83**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### **ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

### **ARTICLE 3—BASIS OF BID—UNIT PRICE**

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following work at the indicated unit prices:



**BID SCHEDULE**

Item No.	Description	Quantity	Units	Unit Price	Amount
107-019A	SURVEY MONUMENT PRESERVATION	5,000.00	CA	\$ 1	\$ 5000
201-005A	CLEARING AND GRUBBING	2.30	ACRE	\$ 5750	\$ 13225
203-002A	REMOVAL OF OBSTRUCTIONS	1.00	EA	\$ 9200	\$ 9200
203-006A	REMOVAL OF SIGN	2.00	EA	\$ 288	\$ 576
203-075A	REMOVAL OF FENCE	935.00	FT	\$ 6	\$ 5610
205-005A	EXCAVATION	10,405.00	CY	\$ 33	\$ 343365
205-060A	WATER FOR DUST ABATEMENT	300.00	MG	\$ 115	\$ 34500
212-011A	FIBER WATTLE	2,298.00	FT	\$ 5 <sup>80</sup>	\$ 13328 <sup>40</sup>
212-020A	SILT FENCE	249.00	FT	\$ 4	\$ 996
212-095A	INLET PROTECTION	1.00	EA	\$ 410	\$ 410
212-095B	INLET PROTECTION	1.00	EA	\$ 525	\$ 525
212-105A	WATER AND POLLUTION	5,000.00	CA	\$ 1	\$ 5000
303-022A	3/4" AGGREGATE TYPE B FOR BASE	2000.00	TON	\$ 53	\$ 106000
405-240A	MISCELLANEOUS PAVEMENT	16.00	SY	\$ 100	\$ 1600
405-425A	SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT & ADDITIVES CLASS SP-2	430.00	TON	\$ 201	\$ 86430
602-025A	12" PIPE CULVERT	139.00	FT	\$ 94	\$ 13066
602-035A	18" PIPE CULVERT	205.00	FT	\$ 112	\$ 22960
605-455A	MANHOLE TYPE A	3.00	EA	\$ 7141	\$ 21423
605-520A	CATCH BASIN TYPE 3	5.00	EA	\$ 3553	\$ 17765
605-635A	ADJUST MANHOLE COVERS	1.00	EA	\$ 890	\$ 890
608-025A	12" APRON FOR PIPE	3.00	EA	\$ 890	\$ 2670
608-035A	18" APRON FOR PIPE	1.00	EA	\$ 1188	\$ 1188
610-035A	FENCE TYPE 4	2,020.00	FT	\$ 47	\$ 94940
610-035B	FENCE TYPE 4 B (4' HEIGHT)	458.00	FT	\$ 45	\$ 20610
614-015A	SIDEWALK	61.00	SY	\$ 89	\$ 5429
614-025A	CURB RAMP	30.00	SY	\$ 225	\$ 6750
621-005A	SEED BED PREPARATION	1.29	ACRE	\$ 7475	\$ 9642.75
621-010A	SEEDING	1.29	ACRE	\$ 2300	\$ 2967
621-015A	MULCHING	1.29	ACRE	\$ 1150	\$ 1483.50
621-025A	MULCH ANCHORING (TACKIFIER)	1.29	ACRE	\$ 1150	\$ 1483.50
621-035A	FERTILIZING	1.29	ACRE	\$ 1150	\$ 1483.50
624-005A	LOOSE RIPRAP	56.00	CY	\$ 148	\$ 8288
626-010A	TEMPORARY TRAFFIC CONTROL SIGNS	43.00	SF	\$ 14	\$ 602
626-035A	BARRICADE TYPE 2	3.00	EA	\$ 52	\$ 156
626-050A	DRUMS	31.00	EA	\$ 42	\$ 1302
626-100A	MISCELLANEOUS TEMPORARY TRAFFIC CONTROL ITEMS	5,000.00	CA	\$ 1	\$ 5000



626-105A	TEMPORARY TRAFFIC CONTROL MAINTENANCE	86.00	HR	\$ 75	\$ 6450
630-010A	TRANSVERSE, WORD, SYMBOL, AND ARROW PAVEMENT MARKINGS- PREFORMED THERMOPLASTIC	160.00	SF	\$ 15	\$ 2400
640-010A	RIPRAP/EROSION CONTROL GEOTEXTILE	78.00	SY	\$ 16	\$ 1248
675-005A	SURVEY	1.00	LS	\$ 20700	\$ 20700
675-010A	DIRECTED SURVEYING	10,000.00	CA	\$ 1	\$ 10000
S501-15A	RETAINING WALL GRAVITY CONCRETE BLOCK	8,037.50	SF	\$ 60	\$ 482250
S900-50A	CONTINGENCY AMOUNT MISCELLANEOUS WORK	5,000.00	CA	\$ 1	\$ 5000
S901-05A	SP BOLLARDS	3.00	EA	\$ 1135	\$ 3405
Z629-05A	MOBILIZATION	1.00	LS	\$ 69345	\$ 69345

TOTAL BID PRICE\* = \_\_\_\_\_ dollars \$ \_\_\_\_\_

One Million Four Hundred Sixty Six  
 Thousand Six Hundred Sixty Three.

1,466,663<sup>00</sup>

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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
1	02/24/2025
2	02/28/2025
3	03/03/2025

**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

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- 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 6.02.A:



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- 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.

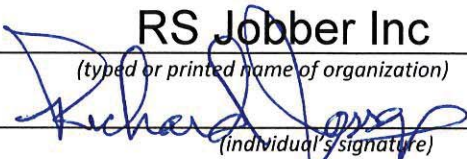
BIDDER hereby submits this Bid as set forth above:

Bidder:

**RS Jobber Inc**

*(typed or printed name of organization)*

By:



*(individual's signature)*

Name:

**Richard Jessop**

*(typed or printed)*

Title:

**Secretary/Treasure**

*(typed or printed)*

Date:

**03/05/2025**

*(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:

**Florencio Castorena**

*(typed or printed)*

Title:

**PM**

*(typed or printed)*

Date:

**03/05/2025**

*(typed or printed)*

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Address for giving notices:

427 N Main St Ste. F - Pocatello - ID 83204

Bidder's Contact:

Name:

Richard Jessop

*(typed or printed)*

Title:

Secretary/Treasure

*(typed or printed)*

Phone:

208-705-1220

Email:

rich@rsjobber.com

Address:

427 N Main St Ste. F - Pocatello - ID 83204

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

RCE-65746

## ADDENDUM # 1

**Date: February 24, 2025**

**City of Pocatello: Monte Vista to Pocatello Creek Road Pathway Project  
Key Number 23697**

**Bid Opening Date & Time: March 5, 2025 at 3 PM M.T.**

### **NOTICE TO ALL PLAN HOLDERS:**

Please make note of the following clarifications and revision to the bid documents:

#### **Clarification:**

1. This project does have prevailing wages (Davis Bacon)
2. Contractor MUST notify landowners when a schedule is devised.
3. There is a 5% Bid Bond requirement.
4. Last questions will be received no later than February 28, 2025 at 12:00pm local time.

**Question 1:** Would any power poles and/or guy wires be removed for the construction completion?

**Answer 1:** No power poles and/or guy wires will be removed from their current location. The plans had been prepared to retain and protect the poles and the survey monument perpetuation in the area.

**Question 2:** What would the access point for construction be?

**Answer 2:** Access to the construction site will be located in the central area, west of the new Pocatello water booster station. The property is owned by Mike Seibert, who has granted verbal permission for the use of this area for access and materials staging as necessary.

**Question 3:** There wasn't a Davis-Bacon wage schedule in the bid document. Would you provide one?

**Answer 3:** The Davis-Bacon Wage Schedule is included in this addendum.

**Question 4:** The bid documents states, “the work should be substantially completed in 90 days.” However, there is another statement that dictates work must be completed within 44 working days. Could you please explain that?

**Answer 4:** The Work shall be Substantially Complete within 90 days of the impediment of traffic and must be completed within 44 working days once work has begun. All Work shall be completed by August 17, 2025.

**Question 5:** Will a complete NOI be required?

**Answer 5:** Filling a Notice of Intent (NOI) and a formal Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Department of Environmental Quality (DEQ) Construction General Permit (CGP) shall be submitted in the project requires, if then a copy shall be submitted to the City.

**Question 6:** Will the retaining wall need an engineered design?

**Answer 6:** Per the Bid Document, the gravity block wall special provision does call for “Manufacturer to provide the gravity wall design for all walls taller than eight (8) feet tall (measured by the height of exposed wall face).” Please refer to **S501-15A – RETAINING WALL – B. Design**. That is located in 20 00 00 – 12 page of the Bid Document.

**Question 7:** On behalf of our customers who are contractors & suppliers, we request updated plan-holder, bid tabulation and contract award information AS IT IS AVAILABLE on the following solicitation.

**Answer 7:** The updated plan-holder’s list is included in this addendum. As for the bid tabulation and contract award information, we currently do not possess these details. Such information will be acquired following the bid opening and the subsequent consulting award process.

**Question 8:** Is there an engineer's estimate or budget/range for this project? Also, may I get a list of the attendees to the pre-bid meeting that took place on 02/21/2025?

**Answer 8:** The engineer estimated cost for the Monte Vista to Pocatello Creek Road Pathway is between 1.5 to 2 million dollars.

The Pre-Bid Conference attendees list is included in this addendum.

**PLEASE REMEMBER TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM.**

END OF ADDENDUM 1



## ADDENDUM # 2

**Date: February 28, 2025**

**City of Pocatello: Monte Vista to Pocatello Creek Road Pathway Project  
Key Number 23697**

**Bid Opening Date & Time: March 5, 2025 at 3 PM M.T.**

### **NOTICE TO ALL PLAN HOLDERS:**

Please make note of the following clarifications and revision to the bid documents:

**Question 1:** Can you clarify the number of trees to be removed?

**Answer 1:** There are 15 trees 6-inch and larger to be removed. The shrubbery and clean up is incidental to the grubbing.

**Question 2:** Can the CAD file for this project be released before the bid opening?

**Answer 2:** No, the CAD file will not be released. It can be release to the successful bidder once the all the pertinent liability documents are signed.

**Question 3:** Please clarify any additional knowledge of the concrete sign base to be removed.

**Answer 3:** Per the plans document located on **sheet C-104**, there is a callout to remove a concrete sign base. This base is from an old pole sign. It will need to be removed if it interferes with the slope and retaining wall installation.

**Question 4:** Please clarify where the concrete curb is located.

**Answer 4:** Please refer to **sheet C-101** of the plans for the curb located on Monte Vista Drive.

**Question 5:** Is there electrical plans for the Rapid Rectangular Flashing Beacons (RRFB)?

**Answer 5:** Per the Bid Document regarding the Rectangular Rapid Flashing Beacons (RRFB) shown in the plans. "The city will provide and install the remaining components including the pole, beacon, solar power supply, and controller." Please refer to **ON PAGE 597, SUBSECTION 657.01 – DESCRIPTION**. That is located in page 20 00 00-10.

**Question 6:** Please clarify discrepancy between sheet 32 of the plans and page 116-117 of the specification on the bollards.

**Answer 6:** The detail and callout on the plan set will govern.

**PLEASE REMEMBER TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM.**

END OF ADDENDUM 2

## **ADDENDUM # 3**

**Date: March 3, 2025**

**City of Pocatello: Monte Vista to Pocatello Creek Road Pathway Project  
Key Number 23697**

**Bid Opening Date & Time: March 5, 2025 at 3 PM M.T.**

### **NOTICE TO ALL PLAN HOLDERS:**

Please make note of the following clarification and revision to the bid document under Unit Price for Construction Contract.

It came to our attention that four lines containing assigned values were not eliminated prior to the posting. Please, replace the attached Unit Price for Construction Contract Bid Schedule included in this addendum with the page 00 41 13-2 and 00 41 13-3 of the Bid Document.

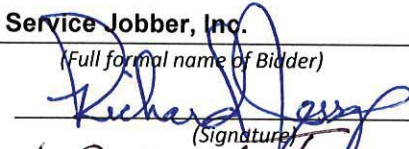
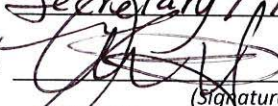

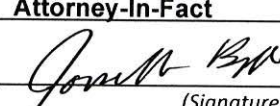
**PLEASE REMEMBER TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM.**

END OF ADDENDUM 3

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**BID BOND (PENAL SUM FORM)**

<p><b>Bidder</b>                  Name: <b>Ready Service Jobber, Inc.</b>                  Address (principal place of business):  <b>427 N. Main Street, Suite F</b>  <b>Pocatello, ID 83204</b></p>	<p><b>Surety</b>                  Name: <b>Nationwide Mutual Insurance Company</b>                  Address (principal place of business):  <b>1 Nationwide Plaza</b>  <b>Columbus, Ohio 43215-2220</b></p>
<p><b>Owner</b>                  Name: <b>City of Pocatello</b>                  Address (principal place of business):  <b>911 N 7th Ave</b>  <b>Pocatello, ID 83201</b></p>	<p><b>Bid</b>                  Project (name and location):  <b>Portneuf Greenway Monte Vista to</b>  <b>Pocatello Creek Road Pathway</b></p> <p>Bid Due Date: <b>March 5, 2025</b></p>
<p><b>Bond</b>                  Penal Sum: <b>Five Percent of Bid Amount (5% of Bid Amount)</b>                  Date of Bond: <b>March 5, 2025</b></p>	
<p>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.</p>	
<p>Bidder  <b>Ready Service Jobber, Inc.</b>  <small>(Full formal name of Bidder)</small></p> <p>By: <u></u>  <small>(Signature)</small></p> <p>Name: <u>Richard Jessop</u>  <small>(Printed or typed)</small></p> <p>Title: <u>Secretary/Treasurer</u></p> <p>Attest: <u></u>  <small>(Signature)</small></p> <p>Name: <u>Florencio Castorena</u>  <small>(Printed or typed)</small></p> <p>Title: _____</p>	<p>Surety  <b>Nationwide Mutual Insurance Company</b>  <small>(Full formal name of Surety) (corporate seal)</small></p> <p>By: <u></u>  <small>(Signature) (Attach Power of Attorney)</small></p> <p>Name: <u>Taylor J. Wilstead</u>  <small>(Printed or typed)</small></p> <p>Title: <u>Attorney-In-Fact</u></p> <p>Attest: <u></u>  <small>(Signature)</small></p> <p>Name: <u>Jonathan Bjork</u>  <small>(Printed or typed)</small></p> <p>Title: <u>Bond Manager</u></p>
<p>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.</p>	





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.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
ALEC KLEINER; TAYLOR JOSEPH WILSTEAD;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 5th day of March, 2025.

[Handwritten signature of Laura B. Guy]

Assistant Secretary

SECTION 00 43 36 - NAMING OF SUBCONTRACTORS

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

**Electrical Subcontractor Name and Address**

**License Number**

---

*This form must be included for all bids.*

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

This Agreement is by and between **City of Pocatello** (“Owner”) and **RS Jobber Inc.** (“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: **Construction of a new pedestrian pathway east of I-15 from Monte Vista Drive to Pocatello Creek Road.**

### **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Portneuf Greenway – Monte Vista to Pocatello Creek Road.

### **ARTICLE 3—ENGINEER**

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

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

### **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. Once traffic is impeded by the Work, the Work shall be Substantially Complete within 90 days of the impediment of traffic. All Work shall be substantially complete by June 15, 2023, in accordance with Paragraph 15.03 of the General Conditions, with ready for Final Payment by November 15, 2024, in accordance with General Conditions 15.06.

B. The Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.

#### *4.05 Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or mediation 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 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### **ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of the item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

#### **ARTICLE 6—PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** of the 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. **Ninety-five** percent of the value of the Work completed (with the balance being retainage).
  - b. **Ninety-five** 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 **one hundred** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **two hundred** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

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

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual.
  6. Drawings (not attached but incorporated by reference) consisting of 2 sets of plan sheets; Project contains 37 sheets with each sheet bearing the following general title: **Portneuf Greenway - Monte Vista to Pocatello Creek Road**
  8. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  9. 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. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. The Contractor is an appropriately licensed public works contractor per Idaho 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.
- B. Contractor certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of goods or services from Israel or territories under its control pursuant to Idaho Code Section 67-2346. The provisions of this statute do not apply to contracts less than one hundred thousand dollars (\$100,000) or to contractors with fewer than ten (10) employees.
- C. Contractor certifies that it will comply with conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code, requiring the employment of ninety-five percent (95%) bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to work in the United States.

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 April 03, 2025 (which is the Effective Date of the Contract).

Owner:

City of Pocatello

*(typed or printed name of organization)*

By:

*(individual's signature)*

Date:

04.03.2025

*(date signed)*

Name:

Brian Blad

*(typed or printed)*

Title:

Mayor

*(typed or printed)*

Attest:

Konni Kendell

*(individual's signature)*

Title:

City Clerk

*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

*(typed or printed)*

Title:

*(typed or printed)*

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

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.)*

Contractor:

*(typed or printed name of organization)*

By:

*(individual's signature)*

Date:

*(date signed)*

Name:

*(typed or printed)*

Title:

*(typed or printed)*

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

Attest:

*(individual's signature)*

Title:

*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

*(typed or printed)*

Title:

*(typed or printed)*

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

Email:

License No.:

*(where applicable)*

State:

**PERFORMANCE BOND**

<p><b>Contractor</b>                  Name:                  Address <i>(principal place of business):</i></p>	<p><b>Surety</b>                  Name:                  Address <i>(principal place of business):</i></p>
<p><b>Owner</b>                  Name:                  Mailing address <i>(principal place of business):</i></p>	<p><b>Contract</b>                  Description <i>(name and location):</i></p> <p>Contract Price:                  Effective Date of Contract:</p>
<p><b>Bond</b>                  Bond Amount:                  Date of Bond:  <i>(Effective Date of Contract)</i>                  Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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.

1. 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.
2. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 2.1. 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;
  - 2.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 2.3. 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.
3. 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.
4. 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:
  - 4.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 4.3. 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
  - 4.4. 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.
5. 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.
  6. 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:
    - 6.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
    - 6.2. 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
    - 6.3. 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.
  7. 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.
  8. 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.
  9. 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.
  10. 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.
  11. 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.
  12. 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.
  13. Definitions
    - 13.1. *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.

- 13.2. *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.
  - 13.3. *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.
  - 13.4. *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.
  - 13.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
14. 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.
15. Modifications to this Bond are as follows: **None**

**PAYMENT BOND**

<p><b>Contractor</b>                  Name:                  Address <i>(principal place of business)</i>:</p>	<p><b>Surety</b>                  Name:                  Address <i>(principal place of business)</i>:</p>
<p><b>Owner</b>                  Name:                  Mailing address <i>(principal place of business)</i>:</p>	<p><b>Contract</b>                  Description <i>(name and location)</i>:                   Contract Price:                  Effective Date of Contract:</p>
<p><b>Bond</b>                  Bond Amount:                  Date of Bond:  <i>(Effective Date of Contract)</i>                  Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p>	<p>Surety</p>
<p><i>(Full formal name of Contractor)</i></p>	<p><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____  <i>(Signature)</i></p>	<p>By: _____  <i>(Signature)(Attach Power of Attorney)</i></p>
<p>Name: _____  <i>(Printed or typed)</i></p>	<p>Name: _____  <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____  <i>(Signature)</i></p>	<p>Attest: _____  <i>(Signature)</i></p>
<p>Name: _____  <i>(Printed or typed)</i></p>	<p>Name: _____  <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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

8. The Surety’s total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney’s fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner’s priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;
    - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

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



SECTION 00 62 76 - IDAHO STATE TAX REQUIREMENTS

PART 1 - GENERAL

1.1 TAX REPORTING REQUIREMENTS

- A. In accordance with the provisions of Sections 54-1904A and 63-3624(g) of the Idaho Code, the owner is required to report all Public Works Contracts to the State Tax Commission. Excerpts from these sections and appropriate Public Works Contract Report forms are included in this section. The Contractor shall be responsible for completing the Public Works Contract Report (Form WH-5) within 30 days of the award of the contract. This form is included in this section. Form WH-5 shall be submitted to the State Tax Commission with a copy given to the Owner and a copy to the Engineer. Said submittal shall be required as part of contract mobilization.
- B. In addition, the Contractor will be required to complete the attached form “CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES” at the time that the contract is awarded. Also, prior to releasing retainage, the Contractor shall be required to submit the attached “AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES” to the Engineer. At that time the Engineer will submit a “Request for Tax Release” to the State Tax Commission. Retainage cannot be released until the State Tax Commission issues a tax release stating that all taxes have been paid.

1.2 MATERIALS PURCHASED BY A PUBLIC WORKS AGENCY BUT INSTALLED BY THE CONTRACTOR

- A. The Contractor owes use tax on materials purchased by a public works agency and installed by the Contractor according to Idaho Sales Tax Rule 12 and Idaho Code 63-3615(b).
- B. The Contractor may qualify for certain tax exemptions associated with this project. Contact the Idaho Tax Commission for more information.

CITY OF POCA TELLO  
PORTNEUF GREENWAY – MONTE VISTA TO POCA TELLO CREEK ROAD

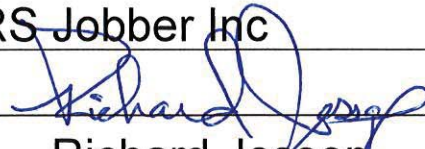
KN 23697

CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES  
(Idaho Code 63-1503)

"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 licenses fees to which he is liable become payable agrees:

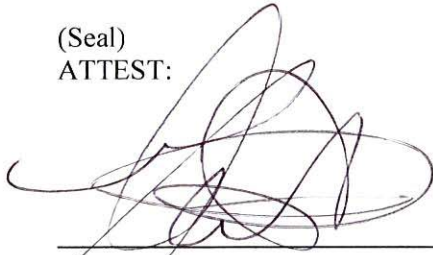
1. To pay promptly when due all taxes (other than on real property) excises and license fees due to the State, its corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of, such term;
2. That if the said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof,
3. 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 taxing units to which said contractor is liable."

CONTRACTOR

RS Jobber Inc  
 By:   
 Name: Richard Jessop

Address: 427 N Main St Ste. F - Pocatello - ID 83204

(Seal)  
ATTEST:

  
 Name: Florencio Castorena

CITY OF POCA TELLO  
PORTNEUF GREENWAY – MONTE VISTA TO POCA TELLO CREEK ROAD

KN 23697

AFFIDAVIT OF PAYMENT OR SECUREMENT  
OF ALL TAXES

STATE OF Idaho  
County of Bannock }ss.

The Contractor, RS Jobber Inc, being first duly sworn, on oath deposes and says that he is in conformance with Idaho Code 63-1502; that he is authorized to do business in the State of Idaho and that he can 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, now due or delinquent, including assessments, excises and license fees levied by the State of Idaho or any taxing unit within the State of Idaho.

DATED this 5 day of March 2025.

SUBSCRIBED AND SWORN to before me this 5 day of March, 2025.



[Signature]  
Notary Public for \_\_\_\_\_  
Residing at Pocatello, ID 83201  
Commission Expires 10/15/2028

**Non-Collusion Affidavit**

State of Idaho

) SS

County of Bannock

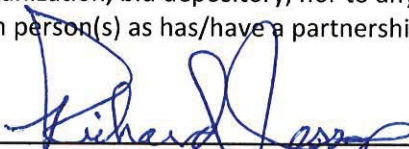
Bid for Monte Vista to Pocatello Creek Rd Pedestrian Pathway, being first duly

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

partner, president, secretary, etc.] of, RS Jobber Inc

\_\_\_\_\_ [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: 

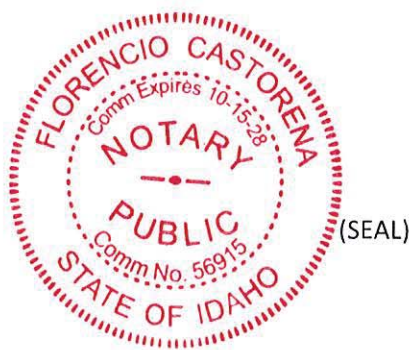
Title: Secretary/Treasure

Subscribed and sworn to before me this 5 day of March, 2025.

Notary Public 

State of Idaho

My Commission Expires 10/15/2028



**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 Idaho  
COUNTY OF Bannock

The undersigned being duly sworn upon oath, deposes and says that RS Jobber Inc complies  
(Contractor Name)

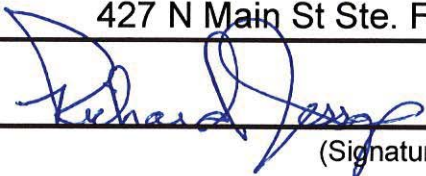
With the provision of Section 72-1717 Idaho Code (Drug Free Workplace program) that  
RS Jobber Inc provides a drug-free workplace program that complies with the provisions of  
(Contractor Name)

Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life of a state  
construction contract and that RS Jobber Inc shall subcontract work only to subcontractors  
(Contractor Name)

meeting the requirements of Idaho Code, Section 72-1717(1)(a).


Name of Contractor  
RS Jobber Inc

Address  
427 N Main St Ste. F - Pocatello - ID 83204

By   
(Signature)

Subscribed and sworn to before me this 5 day of March, 20--25



  
Notary Public for  
Residing at Pocatello, ID 83201  
My Commission Expires 10/15/2028

**THIS PAGE MUST BE RETURNED COMPLETED WITH YOUR BID DOCUMENT**



## Prompt Payment

### CONTRACTOR'S AFFIDAVIT CONCERNING PROMPT PAYMENT OF SUB-CONTRACTORS

68 FR 35553

The undersigned being duly sworn upon oath, deposes and says that RS Jobber Inc (Bidder) will comply with 68 FR 35553 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.

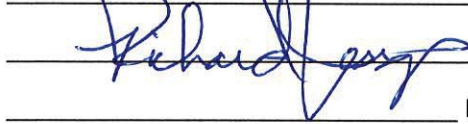
The retainage of this project will not be paid to the prime contractor until all of the subcontractors have signed a "Subcontractor Confirmation of Prompt Payment" form upon substantial completion of the project, verifying the prime contractor followed the guidelines of 68 FR 35553.

RS Jobber Inc

Name of Contractor

427 N Main St Ste. F - Pocatello - ID 83204

Address

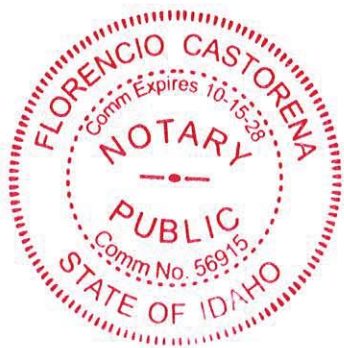


Signed by

Key Number

Monte Vista to Pocatello Creek Rd Pedestrian Pathway Project Name

Subscribed and sworn to before me this 5 day of March, 2025.



Notary Public for 

Residing at Pocatello, ID 83201

My Commission Expires 10/15/2028

**THIS PAGE MUST BE COMPLETED RETURNED WITH YOUR BID DOCUMENTS**



0005978840



**STATE OF IDAHO**  
*Office of the secretary of state, Phil McGrane*  
**ANNUAL REPORT**

Idaho Secretary of State  
PO Box 83720  
Boise, ID 83720-0080  
(208) 334-2301  
Filing Fee: \$0.00

*For Office Use Only*  
**-FILED-**  
File #: 0005978840  
Date Filed: 11/12/2024 3:25:26 PM

Entity Name and Mailing Address:  
Entity Name: RS Jobber Inc  
The file number of this entity on the records of the Idaho Secretary of State is: 0000615677  
Address: 427 N MAIN ST  
STE F  
POCATELLO, ID 83204-3016

Entity Details:  
Entity Status: Active-Good Standing  
This entity is organized under the laws of: IDAHO  
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: C204263

The registered agent on record is:  
Registered Agent: RICHARD S JESSOP, SR.  
Registered Agent  
Physical Address: 642 N OLD HWY 91  
INKOM, ID 83245  
Mailing Address:

Corporate Officers and Directors:

Name	Title	Business Address
Tammy B Jessop	President	642 N OLD HWY 91 INKOM, ID 83245
Richard S Jessop	Secretary	642 N OLD HWY 91 INKOM, ID 83245

The annual report must be signed by an authorized signer of the entity.  
Job Title: President  
  
*Tammy Jessop* \_\_\_\_\_ 11/12/2024  
Sign Here \_\_\_\_\_ Date

B0963-5734 11/12/2024 3:25 PM Received by Office of the Idaho Secretary of State

State of Idaho  
DEPARTMENT OF REVENUE AND TAXATION  
STATE TAX COMMISSION

**PUBLIC WORKS CONTRACT TAX RELEASE**

Section 54-1904A and G3-3624(f), Idaho Code, requires all Public Works Contracts to be reported to the State Tax Commission

EFO00234  
04-27-11

Idaho State Tax Commission  
REQUEST FOR TAX RELEASE

Date: \_\_\_\_\_

**PART I -- AWARDING AGENCY INFORMATION:**

Name of agency		Mailing address	City, state, and ZIP Code
Contact name	Phone number	Email address	

**PART II -- CONTRACTOR INFORMATION:**

Name of contractor		Mailing address	City, state, and ZIP Code
Federal EIN	Contact name	Phone number	Email address

**PART III -- CONSTRUCTION/CONTRACT MANAGER INFORMATION (if applicable):**

Name of business		Mailing address	City, state, and ZIP Code
Federal EIN	Contact name	Phone number	Email address

Send a copy of the approved Tax Release to:  Awarding Agency  Contractor  Construction Manager

**NOTE:** We will email all copies unless otherwise requested.

**PART IV -- PROJECT INFORMATION:**

Name of project	Location of project		
Description of project			
Project number assigned by awarding agency	Project start date	Project completion date	Final/closing contract amount (includes all change orders) \$

Did any government entities supply materials which were installed by this contractor or its subs?: Yes  No

If YES, list these materials and their dollar values. (Attach additional information if needed.)

List materials	List dollar values of materials
	\$
	\$
	\$

Send to: Contract Desk/Sales Tax Audit  
Idaho State Tax Commission  
PO Box 36  
Boise ID 83722-0410

Phone: (208) 334-7618 • Fax: (208) 332-6619 • Email: [contractdesk@tax.idaho.gov](mailto:contractdesk@tax.idaho.gov)

**NOTE:** Please allow 30 days to process a Tax Release Request. You must send a complete, signed Form WH-5 Public Works Contract Report to the Idaho State Tax Commission to complete this request.

Idaho State Tax Commission

Ref. No. (State use only)
---------------------------

# WH-5 Public Works Contract Report

*Idaho Code sections 54-1904A and 63-3624(g) require all public works contracts to be reported to the Tax Commission. This form must be filed with the Tax Commission within 30 days after a contract is awarded.*

Contract awarded by (public body and address)

---

Contract awarded to (contractor's name and address)

State of incorporation	Federal Employer Identification Number (EIN)	Date qualified to do business in Idaho
Business operates as <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC	Public Works contractor license number	
Sole proprietor's Social Security number	Idaho sales/use tax permit number	Idaho withholding tax permit number
Awarding agency project number	Amount of contract \$	
Description and location of work to be performed		

**PROJECT DATA**

Scheduled project start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

If the following information is not available at this time, please indicate date it will be available: \_\_\_\_\_

**ALL SUBCONTRACTORS**

Name	Federal EIN
Address	Public works contractor number
City, State, ZIP	<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership
Description of work	Amount of subcontract \$

Name	Federal EIN
Address	Public works contractor number
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership
Description of work	Amount of subcontract \$

Name	Federal EIN
Address	Public works contractor number
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership
Description of work	Amount of subcontract \$

Name	Federal EIN
Address	Public works contractor number
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership
Description of work	Amount of subcontract \$

Refer to  
[tax.idaho.gov](http://tax.idaho.gov)  
 for current form

EFO00168 04-28-11



**ALL SUBCONTRACTORS (CONTINUED)**

Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Amount of subcontract \$
Description of work			

Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Amount of subcontract \$
Description of work			

Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Amount of subcontract \$
Description of work			

**SUPPLIERS**

Use the space below to report major suppliers of materials and supplies, items removed from inventory; equipment purchased, rented, or leased for use in project; materials provided by government agency. Please indicate how sales or use tax was paid.

Name	Federal EIN	Total value
Address	Materials and equipment purchased and used	\$
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid

Name	Federal EIN	Total value
Address	Materials and equipment purchased and used	\$
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid

Name	Federal EIN	Total value
Address	Materials and equipment purchased and used	\$
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid

Name	Federal EIN	Total value
Address	Materials and equipment purchased and used	\$
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid

Refer to  
tax.idaho.gov  
for current form

\* If tax was not paid to suppliers but **was** or **will be** reported as "items subject to use tax" under your permit number, indicate period of return on which payment **was** or **will be** reported: \_\_\_\_\_  
 If tax was paid to a state **other** than Idaho, name state next to "total value" box(es) above. If tax is due and has **not previously been reported**, attach payment to this form. **If you need more room, please photocopy this page.**

SIGN HERE	Authorized signature	Print name	Phone number	Date
-----------	----------------------	------------	--------------	------

File with the Idaho State Tax Commission, PO Box 36, Boise ID 83722-2210.  
 For more information, call (208) 334-7618 • Fax: (208) 332-6619 • E-mail: Contractdesk@tax.idaho.gov.



**Subcontractor Confirmation of Prompt Payment**

68 FR 35553

The undersigned being duly sworn upon oath, deposes and says that \_\_\_\_\_  
(Prime Contractor) has complied with 68 FR 35553 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.**

## **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**

No Supplementary Conditions in this Article.

### **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.

#### *2.03 Before Starting Construction*

SC-2.03 Add Paragraph 2.03.B:

- B. 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.

**ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

No Supplementary Conditions in this Article.

**ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

4.03 *Reference Points*

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

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

4.05 *Delays in Contractor’s Progress*

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

1. Extension of Contract Time for Weather
  - a. For calendar day and completion date contracts, the Owner will extend the contract time one day of each lost day of work on the critical path caused by weather that exceed the reasonably anticipated weather days per month as listed in Table 4.05. A “lost day of work” means that normal production on the critical path activity(ies) cannot proceed for at least five (5) hours per day as determined by the Owner or the Engineer. Weather days on weekends or holidays will not be considered as lost working days.

Table 4.05 – Anticipated Weather Days per Month

MONTH	ITD District					
	#1	#2	#3	#4	#5	#6
January	10	7	8	8	8	8
February	7	6	6	6	6	6
March	7	6	6	6	6	6
April	5	6	4	4	4	4
May	5	6	4	5	5	5
June	4	4	2	3	3	3
July	1	1	1	1	1	1
August	1	1	1	1	1	1
September	2	1	1	1	1	1
October	4	3	2	1	1	1
November	9	6	6	5	5	5
December	11	7	7	7	7	7



**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 such reports.		

5.06 *Hazardous Environmental Conditions*

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

- 4. There are no reports known by the Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely.
- 5. There are no drawings known by the 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.

**ARTICLE 6—BONDS AND INSURANCE**

6.01 *Performance, Payment, and Other Bonds*

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

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

6.03 *Contractor’s Insurance*

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

- D. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance:

<b>Workers’ Compensation and Related Policies</b>	<b>Policy limits of not less than:</b>
<b>Workers’ Compensation</b>	
State	Statutory
Applicable Federal (e.g., Longshoreman’s)	Statutory
Foreign voluntary workers’ compensation (employer’s responsibility coverage), if applicable	Statutory
<b>Employer’s Liability</b>	
Bodily injury, each accident	\$1,000,000
Bodily injury by disease, each employee	\$1,000,000
Bodily injury/disease aggregate	\$1,000,000

- 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*

<b>Commercial General Liability</b>	<b>Policy limits of not less than:</b>
General Aggregate	\$4,000,000
Products—Completed Operations Aggregate	\$4,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Note: The above limits may be met by policies having limits such as \$1,000,000 per occurrence, \$2,000,000 aggregate plus an umbrella policy of \$2,000,000.	

- 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.

<b>Automobile Liability</b>	<b>Policy limits of not less than:</b>
<b>Combined Single Limit</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

- 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.

<b>Excess or Umbrella Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

- K. *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.

<b>Contractor’s Pollution Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence/Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

- L. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor’s compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

<b>Unmanned Aerial Vehicle Liability Insurance</b>	<b>Policy limits of not less than:</b>
Each Claim	\$100,000
General Aggregate	\$500,000

**ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES**

7.03 *Labor; Working Hours*

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

1. Regular working hours will be **7 am to 7 pm.**

**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**

10.01 *Owner’s representative*

SC-10.01 Replace subparagraph 10.01.A with the following:

- A. The Owner will employ either the Engineer or a Construction Engineering and Inspection firm (CE&I) as the Owner’s representative during the construction period. The duties and

responsibilities and the limitations of authority of the Engineer or CE&I as Owner’s representative during construction are set forth in the Contract.

10.02 *Visits to Site*

SC-10.02 Replace reference to “Engineer” in subparagraphs 10.02.A and 10.02.B with “Engineer or CE&I”.

10.03 *Resident Project Representative*

SC-10.03 *Replace reference to “Engineer” in subparagraphs 10.03.A and 10.03.B with “Engineer or CE&I”. Add the following new subparagraph immediately after Paragraph 10.03.B:*

- C. The Resident Project Representative (RPR) will be Engineer’s or CE&I’s representative at the Site. RPR’s dealings in matters pertaining to the Work in general will be with Engineer or CE&I and Contractor. RPR’s dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
  2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.
  3. *Liaison*
    - a. Serve as Engineer’s or CE&I’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
    - b. Assist Engineer or CE&I in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for Contractor’s proper execution of the Work.
  4. *Review of Work; Defective Work*
    - a. Conduct on-Site observations of the Work to assist Engineer or CE&I in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
    - b. Observe whether any Work in place appears to be defective.
    - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
  5. *Inspections and Tests*
    - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
    - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
  6. *Payment Requests:* Review Applications for Payment with Contractor.



7. *Completion*

- a. Participate in Engineer’s or CE&I’s project manager visits regarding Substantial Completion.
- b. Assist in the preparation of a punch list of items to be completed or corrected.
- c. Participate in Engineer’s or CE&I’s project manager visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s or CE&I’s authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer or CE&I.
7. Authorize Owner to occupy the Project in whole or in part.

SC-10.07 Add the following new paragraph immediately after Paragraph 10.09.E:

- A. If Owner employs a CE&I to be the Owner’s representation during the construction period. The duties, responsibilities and limitations of the authority specified for the Engineer in Article 9-ENGINEERS STATUS DURING CONSTRUCTION, and elsewhere in the Contract Documents will be those of the CE&I.

**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**

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of

this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment by EquipmentWatch.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

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

No Supplementary Conditions in this Article.

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

No Supplementary Conditions in this Article.

**ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

No Supplementary Conditions in this Article.

**ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES**

17.02 *Mediation*

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

- A. All appealed or unsettled claims, disputes or other matters between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof, (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 15.07) shall first be submitted to mediation under the Construction Industry Mediation Rules of the American Arbitration Association then obtaining prior to either of them exercising any rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.
- B. Should the mediation be unsuccessful, (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 15.07) and is terminated by written notice to all involved by Mediator or Owner or Contractor, the dispute resolution process shall revert to Article 12 in the General Conditions, as if the mediation had been a second phase of the unsuccessful executive negotiation.
- C. Notice of demand for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association with a copy to the Engineer for information. Any demand for mediation of any appealed or unsettled claim, dispute or other matter that is required to be referred to Engineer initially for decision shall be filed by the appealing party within 30 days after the executive negotiation has been declared unsuccessful by the Owner or Contractor, and in all other cases within a reasonable time after the unsettled claim, dispute or other matter has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such unsettled claim, dispute or other

matter would be barred by the applicable statute of limitations. Failure to demand mediation within said 30 day period will result in Engineers' decision being final.

17.03 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, each party to a dispute is responsible for its own attorneys' fees, unless an express agreement provides to the contrary.  
Miscellaneous

**ARTICLE 18—MISCELLANEOUS**

No Supplementary Conditions in this Article.

**END OF SUPPLEMENTARY CONDITIONS**

## **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.



## 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
<b>IDAHO</b>		
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



**ON PAGE 19, SUBSECTION 101.04 – DEFINITIONS**

11/22

Add the following in alphabetical order:

**Construction Material.** An article, material, or supply that consists primarily of: 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; or drywall. Items specifically excluded from this category are: products that are primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. To provide clarity to item, product, and material manufacturers and processors, items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

**ON PAGE 5 OF 116 OF THE 2022 STANDARD SUPPLEMENTALS, SUBSECTION 105.04 – COORDINATION OF CONTRACT DOCUMENTS**

11/22

Delete items 7 through 11 and add the following:

7. Quality Assurance (QA) Manual Supplementals (BA or otherwise)
8. QA Manual
9. Standard Supplementals
10. Standard Specifications
11. Standard Drawings
12. Electronic Files (if specified as part of the contract)

**ON PAGE 59, SUBSECTION 106.01.A – BUY AMERICA**

11/22

Delete the entire subsection and replace with the following:

**A. Buy America.**

For contracts that involve federal-aid funding or are specifically indicated in the special provisions to comply with Buy America, ensure iron or steel products, and construction materials permanently incorporated into the work are products of the United States. Provide certifications conforming to 106.04 prior to incorporating the item into the project. If foreign construction materials, steel, or iron in excess of the quantities allowed become incorporated into the work, the Contractor will remove such materials in excess of the allowable maximum and replace them with materials complying with these specifications at no additional cost to the Department. If the supporting documentation does not undeniably demonstrate to FHWA or the Department that the domestic iron or steel, or construction materials identified in the certificates of compliance were produced in the United States of America, then such iron, steel, construction materials will be considered unacceptable and must be replaced at no cost to the Department. If foreign steel, iron, or applied coatings for steel or iron in excess of the quantities allowed, or foreign construction materials become incorporated into the work, remove such materials in excess of the allowable maximum, and replace them with materials complying with these specifications at no additional cost to the Department. The burden of proof to meet the Buy America provision rests with the Contractor.

## 1. Iron and Steel Products

All manufacturing processes for iron and steel products, including the application of coatings for such materials, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Buy America requirements apply to any steel or iron components of a manufactured product regardless of the overall composition of the manufactured product and to miscellaneous steel or iron components and hardware (e.g., cabinets, covers, shelves, clamps, fittings, sleeves, washers, bolts, nuts, screws, tie wire, spacers, chairs, lifting hooks, faucets, or door hinges).

Obtain certifications from the manufacturer, that document that steel and iron have been manufactured and that coatings for steel or iron have been applied in the United States. Submit the required certifications to the Engineer before incorporating these materials into the work.

The Engineer may allow small quantities of foreign manufactured steel, iron, or applied coatings for steel or iron so long as their total cost does not exceed 0.1 percent of the total contract amount or \$2,500, whichever is greater.

The contractor needs to maintain a running total of the cost of products not meeting the Buy America criteria already incorporated into the contract work. Cost determination is based on invoice costs or going rates for items without invoices. The Engineer needs to make sure the contractor does not exceed the Buy America threshold for foreign and undocumented products, or a project may lose all or part of its federal funding.

## 2. Construction Materials

All construction materials must originate in the United States, including the final and the immediately preceding final, manufacturing process.

Obtain certifications from the manufacturer, that document that construction materials have been manufactured in the United States. Submit the required certifications to the Engineer before incorporating these materials into the work.

### ON PAGE 64, SUBSECTION 106.15 – QPL AND NON-QPL PRODUCTS

11/22

Delete the entire subsection and replace with the following:

#### **106.15 QPL and Non-QPL Products.**

The Department will classify products as qualified product list (QPL) products or non-QPL products. Qualified products are proprietary products determined to meet specifications for an applicable QPL category, or categories. The Department website lists categories of products, covered by the QPL. The Department considers non-QPL products as proprietary products available on the market and not classified under a category covered in the QPL. Products listed on the QPL are not guaranteed to meet BA requirements. BA certification is required for products that apply to BA.

If testing required by the contract to determine product acceptability will take longer than 7 calendar days, the Engineer will notify the Contractor of the additional time necessary to make a decision.

## 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 U.S.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 21.

**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).

**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](mailto: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](mailto: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 procurement 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 procurement 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.

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**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.

SECTION 01 33 00 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Wherever submittals are required hereunder, all such submittals by the Contractor shall be submitted to the Engineer as delineated in this Section.
- B. At the Pre-Construction Conference, the Contractor shall submit the following items to the Engineer for review:
  - 1. A preliminary construction schedule.
  - 2. A preliminary schedule of Shop Drawings, Samples, and proposed Substitutes ("Or-Equal") submittals listed in the Bid.

1.2 ENGINEER'S REVIEW PERIOD

- A. For planning purposes, the Contractor shall assume a minimum of 14 days for review by the Engineer following receipt of submittal/resubmittal. If an expedited review is requested by the Contractor, the submittal shall identify the requested expedited review. The Engineer will attempt to accommodate the expedited review.

1.3 SUBMITTAL PROCEDURES

- A. Verify that the material or equipment described in each submittal conforms to all requirements of the Specifications and drawings. Where the detailed specifications require specific submittal data, submit all data at the same time. The submittals are to be accompanied by the transmittal form attached at the end of this Section. The Engineer will return for resubmittal any information not accompanied by the specified transmittal form, properly completed.
- B. Indiscriminate submittal of only manufacturer's literature is unacceptable and will be rejected.
- C. The submittals shall be numbered as XXXXXX-YY-z., where XXXXXX is the specification section number, YY is the sequential number of the submittal, and Z is used for re-submittal labeled a through z. For example, the first submittal of an item from Section 32 13 13 – Concrete for Exterior Improvements would be numbered "32 13 13-01"; the first re-submittal of the submittal would be numbered "32 13 13-01-A".
- D. A separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be rejected. A multiple page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the Engineer.

- E. Identify Project, Contractor, subcontractor or supplier, pertinent Drawing sheet and detail number(s), and specifications section number, as appropriate.
- F. All Contractor shop drawings submittals shall be carefully reviewed by an authorized representative of the Contractor, prior to submission to the Engineer. Each submittal shall be dated, signed, and certified by the Contractor, as being correct and in strict conformance with the Contract Documents. In the case of shop drawings, each sheet shall be so dated, signed, and certified. No consideration for review by the Engineer of any Contractor submittals will be made for any items which have not been so certified by the Contractor. All non-certified submittals will be returned to the Contractor without action taken by the Engineer, and any delays caused thereby shall be the total responsibility of the Contractor.
- G. Do not mark the submittals in red. Ensure that any marks are duplicated on all copies submitted. Outline the marks on reproducible transparencies in a rectangular box.
- H. Coordinate submission of related items.
- I. Identify variations from Contract Documents and product or system limitation which may be detrimental to successful performance of the completed Work.
- J. Provide space for Contractor and Engineer Review stamps.
- K. Submit electronic submittals to:  
Piper Gutridge  
305 N 3<sup>rd</sup> Avenue, Suite A  
Pocatello, ID 83201  
pgutridge@kellerassociates.com
- L. Electronic submittals:
  - 1. Electronic submittals shall be submitted in PDF format and combined into a single file.
  - 2. Engineer will return comments only.
  - 3. Contractor is responsible for distributing copies of the submittal and Engineer's comments to concerned parties.
  - 4. Engineer may require hard copies in lieu of an electronic submittal if, in the opinion of the Engineer, the electronic submittal is difficult to read.
- M. Revise and resubmit submittals as required, identify all changes made since previous submittals.
- N. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.



#### 1.4 DEVIATIONS FROM CONTRACT

- A. If the Contractor proposes to provide material or equipment which does not conform to all of the Specifications and Drawings, the transmittal form accompanying the submittal copies shall indicate under "comments" the deviations.

#### 1.5 SHOP DRAWINGS

- A. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, shop drawings, fabrication, and installation drawings, erection drawings, list, graphs, catalog sheets, data sheets, and similar items. Whenever the Contractor is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an engineer registered in the appropriate branch and in the state wherein the project is to be built, unless otherwise directed.
- B. Except as may otherwise be indicated herein, the Engineer will return submittal to the Contractor with comments. The Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of a submittal item.
- C. If submittal is returned to the Contractor marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required.
- D. If submittal is returned to the Contractor marked "MAKE CORRECTIONS NOTED," formal revision and resubmission of said submittal will not be required.
- E. If submittal is returned to the Contractor marked "AMEND-RESUBMIT," the Contractor shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the Engineer.
- F. If submittal is returned to the Contractor marked "REJECTED-RESUBMIT," the Contractor shall revise said submittal and shall resubmit the required number of copies of, said revised submittal to the Engineer.
- G. Fabrication of an item shall be commenced only after the Engineer has reviewed the pertinent submittals and returned copies to the Contractor marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED". Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the contract requirements.

#### 1.6 ORGANIZATION

- A. A single submittal transmittal form shall be used for each technical specification section or item or class of material or equipment for which a submittal is required. A single submittal covering multiple sections will not be acceptable, unless the primary specification references other sections for components.
- B. On the transmittal form, index the components of the submittal and insert tabs in the submittal to match the components. Relate the submittal components to specification paragraph and subparagraph, drawing number, detail number, schedule title, room number, or building names, as applicable.

- C. Unless indicated otherwise, terminology and equipment names and numbers used in submittals shall match those used in the Contract Documents.

#### 1.7 EFFECT OF ACCEPTANCE OF CONTRACTOR INFORMATION

- A. Acceptance by the Engineer of any drawings, method of work, or any information regarding materials or equipment the Contractor proposes to provide shall not relieve the Contractor of his responsibility for any errors therein and shall not be regarded as an assumption of risk or liability by the Engineer or Owner, or by any officer or employees thereof, and the Contractor shall have no claim under the contract on account of the failure or partial failure or inefficiency of any plan or method of work or material or equipment so accepted. Such acceptance shall be considered to mean merely that the Engineer has no objection to the Contractor using, upon his own full responsibility, the plan or method of work proposed, or providing the materials or equipment proposed.
- B. Approval of shop drawings by the Engineer is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the Plans and Specifications. The Contractor is responsible for dimensions which shall be confirmed and correlated at the job site, fabrication process and techniques of construction, coordination of his work with that of all other trades and the satisfactory performance of his work.

#### 1.8 PRODUCT DATA AND SAMPLES

- A. Where required in the Specifications and as determined by the Engineer, test specimens or samples of materials, appliances and fittings to be used or offered for use in connection with the Work shall be submitted to the Engineer at the Contractor's expense. Specimen or sample submittals shall be made with information as to their sources, with all cartage charges prepaid, and in such quantities and sizes as may be required for proper examination and tests to establish the quality or equality thereof, as applicable.
- B. All samples and test specimens are to be submitted in ample time to enable the Engineer to make any tests or examinations necessary, without delay to the Work. The Contractor will be held responsible for any loss of time due to the neglect or failure to deliver the required samples to the Engineer as specified.
- C. Samples are also to be taken during the course of the Work, as required by the Engineer.
- D. Laboratory tests and examinations that the Owner elects to make will be made at no cost to the Contractor, except that, if a sample of any material or equipment proposed for use by the Contractor fails to meet the Specifications, the cost of testing subsequent samples will be borne by the Contractor.
- E. All tests required by the Specifications to be performed by an independent laboratory are to be made, and the samples therefore furnished shall be at the sole expense of the Contractor.
- F. Material used in the Work is to conform to the submitted samples and test certificates as approved by the Engineer.

PART 2 - PRODUCTS            NOT USED

PART 3 - EXECUTION        NOT USED

END OF SECTION 01 33 00



SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Comply with requirements stated in conditions of the contract and in Specifications for administrative procedures in closing out the Work.
- B. Furnish lien waivers, bond extensions, and other required data.
- C. Satisfy conditions of the contract, fiscal provisions, legal submittals and additional administrative requirements.

1.2 SUBSTANTIAL COMPLETION

- A. When substantially complete, the Contractor shall submit to the Owner:
  - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
  - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, Engineer will perform an inspection to determine the status of completion. If the Work is not deemed substantially complete, the following will occur:
  - 1. Owner will promptly notify the Contractor in writing, giving the reasons therefore.
  - 2. The Contractor shall remedy the deficiencies in the Work, and send a second written notice of Substantial Completion to the Owner.
  - 3. Owner will request the Engineer to re-inspect the Work.
  - 4. Once the Work is deemed substantially complete and after review and approval, the Engineer will execute and deliver to the Owner and the Contractor, the Certificate of Substantial Completion with a final list of items to be completed or corrected prior to release of final payment.

1.3 PROJECT RECORD DOCUMENTS

- A. Maintain at Project site, available to Owner and Engineer, one copy of the Contract Documents, shop drawings and other submittals, in good order.
  - 1. Mark and record field changes and detailed information contained in submittals and change orders.
  - 2. Record actual depths, horizontal and vertical location of underground pipes, duct banks and other buried utilities. Reference dimensions to permanent surface features.



3. Identify specific details of pipe connections, location of existing buried features located during excavation, and the final locations of piping, equipment, electrical conduits, manholes, and pull boxes.
  4. Identify location of spare conduits including beginning, ending, and routing through pull boxes and manholes. Record spare conductors, including number and size, within spare conduits, and filled conduits.
  5. Provide schedules, lists, layout drawings, and wiring diagrams.
  6. Make annotations with erasable colored pencil conforming to the following color code:
    - a. Additions - Red
    - b. Deletions - Green
    - c. Comments - Blue
    - d. Dimensions - Graphite
  7. Make all annotations on one set of drawings.
- B. Maintain documents separate from those used for construction.
1. Label documents “RECORD DRAWINGS.”
- C. Keep documents current.
1. Record required information at the time the material and equipment is installed and before permanently concealing.
  2. During progress meetings, record documents will be reviewed to ascertain that changes have been recorded.
- D. Submit record documents for review. Submittal shall be in accordance with Section 01 33 00 – Submittal Procedures.

#### 1.4 FINAL SUBMITTALS

- A. The Contractor, prior to requesting final payment, shall obtain and submit the following items to the Engineer for transmittal to the Owner:
1. Written guarantees, where required.
  2. Technical Manuals and instructions.
  3. New permanent cylinders and key blanks for all locks.
  4. Maintenance stock items; spare parts; special tools.
  5. Completed record drawings.

6. Certificates of acceptance by the Idaho Transportation Department.
7. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.
8. Letter from bonding company stating that bonds will be extended for one year after substantial completion.

1.5 FINAL CLEANUP

- A. The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the Owner will be withheld until the Contractor has satisfactorily performed the final cleanup of the Site.

1.6 MAINTENANCE AND GUARANTEE

- A. The Contractor shall comply with the maintenance and guarantee requirements contained in the General Conditions.
- B. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Owner. If the Contractor fails to make such repairs or replacements promptly, the Owner reserves the right to do the Work and the Contractor and its surety shall be liable to the Owner for the cost thereof.

1.7 FINAL PAY ESTIMATE

- A. Submit final pay estimate and supporting data to Owner.
- B. Final estimates shall reflect all adjustments to the contract sum:
  1. The original contract sum
  2. Additions and deductions resulting from:
    - a. Previous Change Orders
    - b. Deductions for uncorrected work
    - c. Penalties and bonuses
    - d. Deductions for liquidated damages
  3. Total contract sum, as adjusted
  4. Previous payments
  5. Sum remaining due

PART 2 - PRODUCTS            NOT USED

PART 3 - EXECUTION        NOT USED

END OF SECTION 01 77 00

SECTION 20 00 00 – SPECIAL PROVISIONS

**IDAHO FEDERAL AID PROJECT KEY NO. 23697**

Offsys, Monte Vista to Pocatello Cr. Rd. Pathway

Bannock County

The Monte Vista to Pocatello Creek Road Project, located in Pocatello, ID will construct a shared use pathway usable by bikes and pedestrians from the Monte Vista Overpass to Pocatello Creek Rd. to improve mobility and safety between residential and commercial districts. The pathway will be separated from traffic and provide connectivity to other paths.

**CONTRACT**

The Agreement between Owner and Contractor and its associated General Conditions and Supplementary Conditions govern all provisions of the Contract. If there is a conflict between below project specifications the Agreement between Owner and Contractor, General Provisions, and Supplementary provisions, the latter shall control.

**PROJECT SPECIFICATIONS**

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), 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 2024 Standard Drawings, Title VI Special Provisions; FHWA-1273 Federal Aid Required Contract Provisions, General Wage Decision ID240091.

**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**

Work will not start earlier than March 1, 2025 or later than May 1, 2025 and must be completed within 44 working days.

Once started, work must continuously progress until completion.

### LIQUIDATED DAMAGES

**Liquidated Damages.** The amount of liquidated damages for failure to complete the work on time will be \$2000 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.

### DBE PROGRAM REQUIREMENTS

10/2021

For bidding purposes, the Contractor must comply with the DBE program requirement of 0%. Upon award, the approved percentage % on the ITD-2396 DBE Commitments form becomes contractual and failure to comply is a breach of contract. Any change to this contractual commitment during the administration of the contract must be coordinated through the Office of Civil Rights.

Whenever the Engineer determines, after investigating and obtaining evidence the Contractor has not complied with the DBE program requirement, the Engineer will take corrective action. Refer to the Department's Standard Specifications for Highway Construction, Section 110, Civil Rights.

The Contractor, sub recipient, or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this 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 such other remedy as the recipient deems appropriate (e.g., withholding monthly progress payments, assessing sanctions, liquidated damages, disqualifying the Contractor from future bidding as non-responsible).

For additional DBE Program information see the Department's DBE program requirements located at: <https://itd.idaho.gov/civilrights/>

### COMMUNICATION PROTOCOL DURING CONSTRUCTION BIDDING

11/2023

During the advertisement period, prospective Contractors/Bidders will address all questions to the Design Construction (Resident) Engineer shown on the Notice of Letting. After the Bid Opening and through Contract Award, all communications between the Department and the Contractor/Bidder, and any unsuccessful bidders, will be through the State Design Engineer at 208.334.8502. The Department will be unable to share any information related to bid submittals or pending Department decisions during this time. After the Contract Award, all communications between the Department and the Contractor will be through the Design Construction (Resident) Engineer.

### 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:

Keller Associates, Inc., and Bionomics Environmental



**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.
- 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-MIGRATORY BIRD PROTECTION ACT COMPLIANCE**

Work Window Restriction:

No clearing or removal of vegetation and trees is allowed between April 1<sup>st</sup> and August 15<sup>th</sup> 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.

**ENVIRONMENTAL REQUIREMENT – WETLAND PROTECTION**

Wetlands are present within the project area. Non-compliance with the Clean Water Act may result in enforcement action by federal regulatory agencies. Disturbances to wetland areas not specifically designated on the plans are strictly prohibited. Discharge of pollutants (including sediments) to the wetland or adjacent riparian area is strictly prohibited.

Comply with the following conditions to minimize effects to wetlands:

- This project will require an IPDES Construction General Permit. Develop and implement a SWPPP.
- Employ best practices and direct controls to minimize the growth and spread of noxious and nuisance weeds during construction.
- Flag wetlands for avoidance during construction.

### **EPA NOTIFICATION REQUIREMENT FOR DEMOLITION**

File the appropriate notification with the EPA Region 10 NESHAP Coordinator at least 10 calendar days before beginning the removal operation.

<https://www2.deq.idaho.gov/admin/LEIA/api/document/download/5520>

Mail to:

**Asbestos NESHAP Coordinator**

US EPA, Region 10 (20-C04)  
1200 Sixth Ave., Suite 155  
Seattle, WA 98101

Completing the EPA notification form and submittal and the NESHAP survey are considered incidental to 203-020A Rem of Bridge and no other payment will be made.

If asbestos is present, comply with all NESHAP and AHERA regulations and OSHA standards. This work is paid for under S203-10A Contingency Amount Hazardous Mat Rem & Disposal.

### **GENERAL WAGE DECISION**

01/2018

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.

### **HMA PAVEMENT**

The Contractor is informed that SuperPave HMA placement may not be possible through the required Completion Date of this contract due to inclement weather. The requirements outlined in ITD Specification Section 405 will not be waived or relaxed as a result of late season paving and impacts due to weather. If the Contractor's operations take SuperPave placement into out of specification paving weather, a temporary pavement will be placed at a depth of no less than 0.15' until weather allows in the spring to place the SuperPave surface within specification required conditions at no additional cost to the project. Placement, removal, traffic control, and any rework required as a result of the use of Temporary Pavement will be the responsibility of the Contractor and will be considered incidental to project 405 item.

### **IDAHO IMPLEMENTATION OF AASHTO MANUAL FOR ASSESSING SAFETY HARDWARE, 2<sup>ND</sup> 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.

## PLANT CONTROL CHARTS

As noted in ITD Standard Specification Section 405.03, plant control charts will be a required submittal. These submittals must include mix design inputs, and actual aggregate and additive weights as recorded by automated, or staff recorded logs.

## STORMWATER CONTROLS

A rainfall erosivity factor of less than 5.0 has been calculated for your site and period of construction. Complete and submit [EPA's Low Erosivity Waiver form](#) to the EPA.

## TOPSOIL RETENTION

Remove existing topsoil and stockpile for reuse on finished slopes. Topsoil retention is considered incidental to the 201-005A Clearing & Grubbing bid item. Do not stockpile on top of existing vegetated areas to be retained and protected. Do not remove organic debris/material from topsoil.

## UTILITY COORDINATOR PROVIDED BY THE CONTRACTOR

01/2018

Provide an individual whose primary responsibility is to coordinate the work with each utility company and the railroad company that will or may affect the utility company's or railroad company's property, facilities, or operations. Ensure this individual is readily available by telephone whenever there is work being done by the Contractor, subcontractor, lower-tier subcontractor, utility company, or railroad company.

The Department will not make separate payments for coordinating the work that affects each utility company's or railroad company's property, facilities, or operations. This work coordination is incidental and included in the ground disturbing construction contract pay items.

Ensure this individual is responsible for the following activities and makes documents generated by these activities available to the Contractor, utility company, railroad company, and the Engineer:

1. Maintaining and posting a list of emergency telephone numbers for the Contractor and its subcontractors (including lower-tier subcontractors), each utility company, railroad company, and the Engineer.
2. Notifying the Contractor and its subcontractors (including lower-tier subcontractors), each utility company, railroad company, and the Engineer of a method, including telephone number, to contact the utility coordination individual. An alternate contact person with a telephone number will be provided for situations when the utility coordination individual is not available.
3. Maintaining and documenting in writing all instructions, general discussions, or meetings notes that involve work on each utility company's or railroad company property or facilities or work which has or may affect the utility or railroad operations.
4. Maintaining and documenting in written or printed format the proposed and actual time schedules of work on utility or railroad property or facilities. Time schedules are to show the Contractor and its subcontractor (including lower-tier subcontractors), and each utility company or railroad company activities.
5. Maintaining and documenting in writing a diary of work each day that involves utility or railroad property and facilities, and any work that has or may affect the utility or railroad operations.
6. Coordinating with each utility company and the Engineer to resolve utility conflict and for any needed change orders to address utility conflicts.

**MODIFY THE STANDARD SPECIFICATIONS AS FOLLOWS**

**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**

04/2024

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**

11/2023

Add the following to the end of the subsection:

The district traffic signal electrician can be reached at (208) 239-3329.

The following utility companies have facilities within the project limits:

Cable One/Sparklight  
Ryan Charles  
208-234-9250  
208-589-3501 cell  
[Ryan.charles@sparklight.biz](mailto:Ryan.charles@sparklight.biz)  
Retain and protect.

Centurylink/Lumen  
Brett McKinney  
986-200-4075  
208-954-1640 cell  
[Brett.mckinney@lumen.com](mailto:Brett.mckinney@lumen.com)  
Retain and protect.

City of Pocatello  
Merrill Quayle  
208-234-6228  
208-681-9228 cell  
[mquayle@pocatello.us](mailto:mquayle@pocatello.us)

The city of Pocatello has a water line used for irrigation with a backflow preventor and valves that need to be relocated with the project. Coordinate relocation with the city.

Direct Communications  
Tyler Gilbert  
208-945-8056  
208-241-4577 cell  
[tyler@directcom.com](mailto:tyler@directcom.com)  
Retain and protect.

Idaho Power  
R. Brack Judy, PMP  
208-388-6047  
208-861-4715 cell  
[bjudy2@idahopower.com](mailto:bjudy2@idahopower.com)



Idaho Power will relocate a power pole on the north side of Monte Vista to a new location outside the pathway construction limits at project expense during construction. Coordinate the relocation with Idaho Power. Retain and protect all other Idaho Power facilities.

Intermountain Gas  
Phil Colborn  
208-637-6431  
208-220-5929 cell  
[Phillip.colborn@intgas.com](mailto:Phillip.colborn@intgas.com)  
Retain and protect.

Syringa Networks  
GIS Team  
800-454-7214  
[Gis@syringanetworks.net](mailto:Gis@syringanetworks.net)  
Retain and protect.

**ON PAGE 82, 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, 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 87, SUBSECTION 108.01 - SUBLETTING OF CONTRACT**

05/2023

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 517, SUBSECTION 621.01 – DESCRIPTION**

04/2023

Add the following after first paragraph:

Seed all disturbed areas on the project site, including fore slopes and backslopes.

**ON PAGE 517, SUBSECTION 621.01 – DESCRIPTION**

04/2023

Add the following to section 621.01 after the second paragraph:

Seedbed Preparation	1.29 acres
Seeding	1.29 acres
Mulching	1.29 acres
Mulch Anchoring (Tackifier)	1.29 acres
Fertilizing	1.29 acres

**ON PAGE 517, SUBSECTION 621.03 – CONSTRUCTION REQUIREMENTS**

04/2023

Add the following before the first paragraph of 621.03.A:

Seed between March 15 and June 1, or as directed.

**ON PAGE 518, SUBSECTION 621.03 – CONSTRUCTION REQUIREMENTS**

04/2023

Add the following after fourth paragraph of 621.03.C:

Apply Sustane concentrated compost (fertilizer), Biosol Forte, or other approved soil amendment product listed on the QPL at the manufacturer’s recommended rate for the site and soil conditions of the seeded area on the project site.

**ON PAGE 519, SUBSECTION 621.03 – CONSTRUCTION REQUIREMENTS**

04/2023

Add the following at the end of subsection 621.03.D:

Use the following seed mix on fore slopes and backslopes.

<u>Grass Species Mix</u>	<u>Pounds Pure Live Seed/Acre</u>
• Western Yarrow (ACMIL)	0.25 lbs
• Blanket Flower (GAAR)	0.25 lbs
• Munroe’s Globemallow (SPMU2)	0.25 lbs
• Utah Sweetvetch (HEBO)	0.50 lbs
• Rocky Mountain Penstemon (PEST2)	0.25 lbs
• Slender Wheatgrass (ELTR7)	4 lbs
• Hard Fescue (FEOUO)	2.5 lbs
• Bluebunch Wheatgrass (PSSPS)	8 lbs
• Thickspike Wheatgrass (ELLAL)	8 lbs
	TOTAL: 24 lbs/acre

Delete the third paragraph of Part D and substitute the following:

Furnish seed according to subsection 711.05.

**ON PAGE 521, SUBSECTION 621.03 – CONSTRUCTION REQUIREMENTS**

04/2023

Add the following after the first paragraph of section 621.03.E:

Apply tackifier, mulch plus tackifier, or mulch mixture in a separate application after the seeding, soil amendment, and/or fertilizer has been placed.

Add the following at end of section 621.03.E1:

Apply mulch (Type of Mulch - Straw, Grass Hay, or Wood Fiber) on Fore slopes and Backslopes.

Add the following at the end of section 621.03.E2.b:

Apply tackifier on Fore slopes and Backslope.

If seeding is performed between May 1<sup>st</sup> and October 14<sup>th</sup>, watering is considered incidental to seeding and the cost thereof included in the contract unit price for seeding.

**ON PAGE 597, SUBSECTION 657.01 – DESCRIPTION**

Delete this section and replace with the following:

Provide and install the foundation only for the Rectangular Rapid Flashing Beacons (RRFB) shown in the plans. Install foundation in accordance with ITD Standard Drawing 656-3 Mastarm Signal Pole and Pedestrian Pole Foundation Details for foundation type A. The city will provide and install the remaining components including the pole, beacon, solar power supply, and controller. Place and tighten anchor nuts and washers on anchor bolts to protect the threads of the anchor bolts until poles are installed.

**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:

$$\text{PLS rating} = (\text{purity \%}) \times (\text{germination \%}) / 100$$

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. **Randon 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.

**SPECIAL PROVISION PAY ITEMS**

**S501-15A – RETAINING WALL**

**Description.** Design and install gravity concrete block retaining wall.

**Materials.**

- A. **General.** Arrange to purchase or manufacture the necessary components for the selected pre-approved wall system from the following supplier list or approved equals. Use only one type of wall in the project unless indicated otherwise in the design.

Wall System	Manufacturer or Supplier
REDI-ROCK Limestone texture	Cougar Mountain Redi-Rock 2215 E. Brooklyn Ave. PO Box 1836 Spokane, WA 99217 Phone: 509-325-4573
ULTRABLOCK WALLS Quarrystone texture	Ultrablock, Inc 815 NE 172 <sup>nd</sup> Ave. Vancouver, WA 98684 (800) 377 3877
VERTI-BLOCK Cut Sandstone texture	Verti Block, Verti-Crete LLC 16120 S Pony Express Road Bluffdale, UT 84065 (801) 571-2028 <a href="mailto:sales@verti-crete.com">sales@verti-crete.com</a>

Provide a Certificate of Compliance in accordance with 106.04 of the *Standard Specifications* certifying that the materials comply with the applicable specifications. Provide manufacturer's certifications for all materials before starting wall construction. Obtain written approval from the Engineer for non-specified materials or material from sources not listed in the contract documents.

- B. **Concrete Block Requirements.** Provide Class 30A Concrete that complies with 502 of the *Standard Specifications*, except as modified in this Special Provision. Obtain Engineer approval before using retarding or accelerating agents, or additive containing chloride.
- a. Submittal: Prior to pre-casting, submit for approval concrete mix design, aggregate test results for Alkali-silica reaction, block facing texture, block layout and profile drawings, and block shapes.
  - b. Testing and Inspection: The Engineer will determine acceptability of the precast concrete block units on the basis of compressive strength tests and visual inspection. The Engineer will consider precast units acceptable before 28 days if strength has reached the 28-day specified value. The Contractor or supplier must furnish facilities and perform necessary sampling and testing in an expeditious and satisfactory manner. The Department will consider concrete blocks utilizing Type I, II, or IL cement acceptable for placement in the wall when initial strengths (as defined in paragraph (d) of this Special Provision) exceed 85 percent of 28-day strength requirements. The Department will consider blocks utilizing Type III cement acceptable for placement in the wall before 28 days only when compressive strength exceeds the 28-day strength requirement.
  - c. Concrete Finish: Unless indicated otherwise, provide block units with concrete facing texture as specified in the above table.
  - d. Tolerances: Manufacture concrete block units within the following tolerances:
    - i. Dimension within  $\frac{3}{16}$  inch for block height.
    - ii. Dimension within  $\frac{1}{2}$  inch for block width, unless field cut for fitting purposed.
    - iii. The block depths shall be at least equal to the design depths shown in the shop drawings.
  - e. Rejection: In addition to the preceding paragraphs, the engineer may reject a block or lot with any of the following defects:
    - i. Defects that indicate imperfect molding.
    - ii. Defects that indicate honeycombed or open texture concrete.
    - iii. Cracked or chipped blocks.
    - iv. Front-block color variation due to excess form oil or other reasons.
  - f. Handling, Storage and Shipping: Handle units with care to eliminate chipping and fractures.
- C. **Leveling Pad.** Provide a gravel or non-reinforced concrete leveling pad consisting of aggregate untreated base as needed.



- D. **Drainage Rock.** Provide Rock Cap Type II or III or Pea Gravel in accordance with 703.08 or 703.09. The following tests are not required for this material use: R-Value, Los Angeles Abrasion, Flat & Elongated, and Fractured Face.
- E. **Drainage Geotextile.** Provide Drainage Geotextile in accordance with 718.05.
- F. **Perforated Drainage Pipe.** Provide single wall high density corrugated polyethylene pipe for use in gravity-flow applications meeting AASHTO M252, Type C or CP with four  $\frac{3}{4}$ " perforated holes specifically designed for drainage.
- G. **Backfill.** Backfill with excavated soils.

#### Construction Requirements.

- A. **General.** Ensure a field technical representative from the proprietary wall system to be on site for at least 1 day at the beginning of the initial wall erection and available during the erection of the remaining wall to assist the Contractor and Engineer. The field representative must have been involved in successful construction of at least three of the same walls with sizes and complexity similar to the walls of this project in the last five years. The Department considers the cost of field representative services to be incidental to the wall cost.
- B. **Wall Excavation.** Excavate the wall in accordance with 210 of the *Standard Specifications* and as shown on the plans.
- C. **Foundation Preparation.** Grade the foundation for the structure level for a width equal to or exceeding the depth of the bottom blocks or as shown on the plans. Before wall construction, compact the foundation, if not in rock, as directed by the Engineer. Remove and replace foundation soils found to be unsuitable as directed by the Engineer.
- D. **Wall Erection.** Place concrete block units in their final position as shown on the design drawings. Handle and place concrete block units by work force or lifting devices. Place concrete block units in successive horizontal lifts in the sequence shown on the design drawings as backfill placement and compaction proceeds. Place backfill material behind the block units while maintaining the facing in the desired position with temporary wedges or bracing in accordance with the wall supplier's recommendations. Ensure vertical tolerances and horizontal alignment tolerances along the wall line for segmental concrete blocks are within  $\frac{3}{4}$  inch when measured with a 10-foot straight edge. Ensure the maximum offset in any block unit joint is  $\frac{3}{4}$  inch. Check the position and tolerances of each concrete block unit row before erection of the next row. Should any block units be out of tolerance, remove the fill, and reset block units to their proper position.

Remove and reconstruct walls or wall portions constructed outside the tolerances in this Special Provision, wall with negative batter (batter in excess of vertical away from the wall), or if the batter becomes negative during construction. The Department will not make additional payment for this work.

- E. **Backfill Placement.** Closely follow each erection course of concrete block units with backfill placement. Place backfill in 12-inch lifts or less. Place backfill so as to avoid damage or misalignment of the facing elements. Remove and replace wall materials that become damaged or disturbed during backfill placement or correct as directed by the Engineer at no additional cost to the Department. Correct misalignment or distortion of the wall facing elements due to work not associated with this Special Provision as directed by the Engineer at no additional cost to the Department.

Ensure lift thickness after compaction is 12-inches or less. Decrease this lift thickness, if necessary, to obtain the specified density. Compact backfill with the compactor running parallel to the wall face.

The block wall backfill should be compacted to Class A compaction requirements. Over compaction must be avoided since increased compactive efforts will result in lateral pressures higher than those anticipated. Heavy compaction equipment or other construction loads must not be allowed within 3 feet of the structure's walls unless included in the structural design. Only light hand operated compaction equipment will be utilized within 3 feet of the backfilled walls and fill lift thicknesses may be reduced. Do not place backfill materials when they are frozen. Do not place backfill materials on snow cover or frozen materials.

Achieve compaction within 3 ft. behind the wall by at least five passes, or as directed, of a lightweight mechanical tamper, roller, or a vibratory system.

At the end of each day's operation, slope the backfill away from the wall face to direct surface runoff away from the wall. In addition, do not allow surface runoff from adjacent areas to enter the wall construction site.

**Method of Measurement.** The Engineer will measure acceptably completed work by square foot from the top of the bottom of the buried block (top of leveling pad) to the top of the top block units and wall length using plan quantity as specified in 109.01B.

**Basis of Payment.** The Department will pay for accepted quantities at the contract unit price as follows:

Pay Item	Pay Unit
Retaining Wall, Gravity Concrete Block	SF

Leveling pad aggregate, rock cap or pea gravel material, drainage geotextile, and perforated drainage pipe will not be measured separately, and the cost is included in the contract unit price for this item. The Department considers structural excavation and compacting backfill as incidental and included in the unit price of this item.

### S900-50A CONTINGENCY AMOUNT - MISCELLANEOUS WORK

**Description.** Use 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 using established contract unit prices, negotiated prices, or by force account according to Subsection 109.03.C.5 Force Account.

Pay Item	Pay Unit
Contingency Amount - Miscellaneous Work	CA

**S901-05A SP – BOLLARD**

**Description.** Furnish and install bollards at the locations shown on the plans or as directed.

**Materials.**

*Posts and Hardware:* Bollard posts will be removable and lockable. Use black powder coated metal with a 2.5" x 0.188" square tubing foot per Section 504. Post will be 36 inches high and 8 inches wide to provide a visual barrier and discourage vehicle entry.

*Concrete Footing:* Footings will be constructed using concrete Class 30 per Section 509. Footing will have 3" x 0.188" square metal tube sleeve in the center per Section 504. Use 3/8" Stainless Steel chain with padlock to secure post to foundation. Place drain rock per Section 606 as shown in detail. Coordinate with Pocatello Parks and Recreation for type of padlock desired.

**Construction Requirements.** Construct bollards in accordance with the plans and details. Bollards may not vary more than 1/2 inch in 36 inches from a vertical plane in either direction.

**Method of Measurement.** The Engineer will measure acceptably completed work by each bollard installed.

**Basis of Payment.** The Department will pay for accepted quantities at the contract unit price as follows:

<b>Pay Item</b>	<b>Pay Unit</b>
SP – Bollard	Each

Structural excavation and compacting backfill will not be measured separately. They are incidental and the cost included in the contract unit price for this item.

THE FOLLOWING ARE MODIFICATIONS TO THE QASP SA 10/21/2019 TO CORRECT AN ERROR IN THE FORMULA

ON SHEET 6 OF 15 QASP SA (10/21/2019) – 106.03.B.1.e QUALITY LEVEL ANALYSIS/STATISTICAL ANALYSIS

Delete and replace with:

$$A = \text{Maximum} \left[ 0, 0.5 - Q_U \times \frac{n^{0.5}}{2(n-1)} \right]$$

$$X = \text{Maximum} \left[ 0, 0.5 - Q_U \times \frac{n^{0.5}}{2(n-1)} \right]$$

ON SHEET 6 OF 15 QASP SA (10/21/2019) – 106.03.B.1.f QUALITY LEVEL ANALYSIS/STATISTICAL ANALYSIS

Delete and replace with:

$$A = \text{Maximum} \left[ 0, 0.5 - Q_L \times \frac{n^{0.5}}{2(n-1)} \right]$$

$$X = \text{Maximum} \left[ 0, 0.5 - Q_L \times \frac{n^{0.5}}{2(n-1)} \right]$$

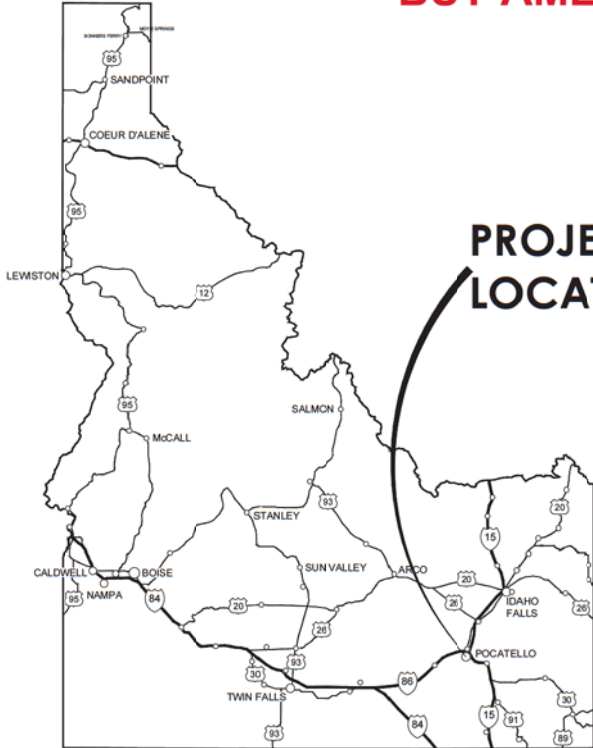
END OF SECTION 20 00 00

City of  
**POCATELLO, IDAHO**  
 PORTNEUF GREENWAY  
**MONTE VISTA TO POCATELLO CREEK ROAD**

KEY NO. 23697

BANNOCK COUNTY  
 FEBRUARY 2025

**BUY AMERICA AND DAVIS BACON WAGES APPLY**



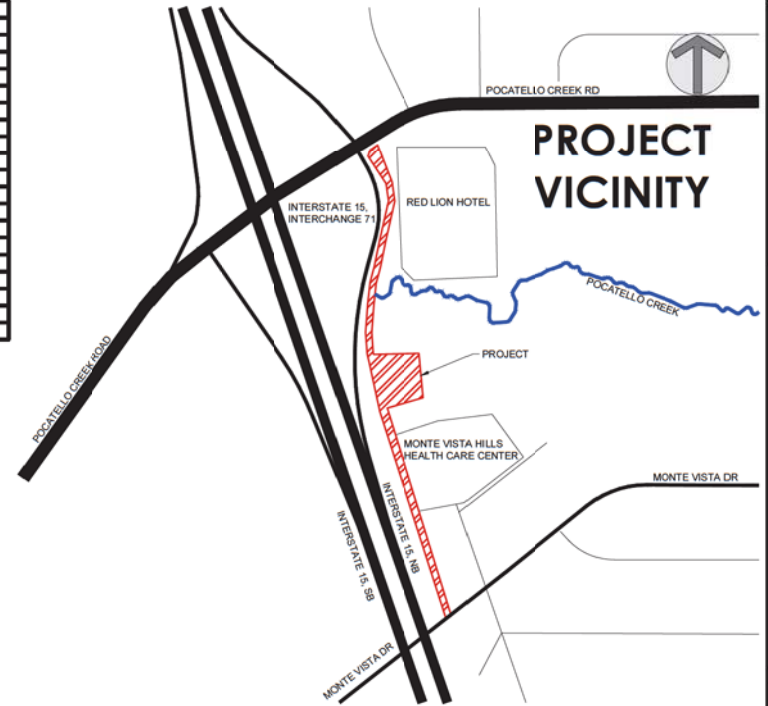
SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C-001	TITLE SHEET
C-002	PROJECT CLEARANCE SUMMARY
C-003	CIVIL SYMBOLS & LINE LEGEND
C-004	CULVERT PIPE SUMMARY
V-100	SURVEY CONTROL
V-200	MONUMENT PERPETUATION
C-010	PROJECT OVERVIEW
C-021 - C-025	TYPICAL SECTIONS
C-101 - C-106	PATHWAY PLAN AND PROFILE
C-111	MONTE VISTA CROSSING
C-112	POCATELLO CREEK ROAD CURB RAMP
C-121 - C-126	RETAINING WALL PLAN AND PROFILE
C-201	UTILITY PLAN
C-301 - C-303	STORM PLAN
C-311 - C-312	DRAINAGE PIPE PROFILE
C-501 - C-502	DETAILS
C-601	TEMPORARY TRAFFIC CONTROL PLAN
C-701 - C-703	EROSION & SEDIMENT CONTROL PLAN

**OWNER**  
 CITY OF POCATELLO  
 911 N 7TH AVE.  
 POCATELLO, ID 83201  
 CONTACT: MERRIL QUAYLE  
 PHONE: 208-234-6582

**CIVIL ENGINEER**  
 KELLER ASSOCIATES, INC.  
 305 N 3RD AVE., SUITE A  
 POCATELLO, ID 83201  
 CONTACT: PIPER GUTRIDGE  
 PHONE: 208-238-2146  
 CONTACT: JAKE POULSEN  
 PHONE: 208-238-2146



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**A1** LOCATION MAP  
 N.T.S.

**A3** VICINITY MAP  
 N.T.S.



NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY  
 TITLE SHEET

DRAWN: PAG/CHECK: JDP  
 VERIFY SCALE: Scales based on 22"x34" prints.

1/32 Inches

PROJECT NO: 23697 PAGE: 1  
 SHEET NO: C-001

J:\2025\157226 - DR. POCATELLO, IDAHO - MONTE VISTA TO POCATELLO CREEK ROAD - CIVIL - 157226\_C001\_T1\_SHEET.DWG. LAST SAVE: 2/11/2025 10:02 AM. PLOT: 2/11/2025 11:13 AM.



J:\2025\170402\_01\_POCATELLO\_2887\MONTE VISTA TO POCATELLO\DRAWING\DESIGN\_CADD\DESIGN\PLAN\_1025256\_C-000\_POC CLEARANCE.DWG DATE PLOTTED 2/10/2025 2:31 PM

CLEARANCES		* CLEARED UNDER PROJECT NO.	* APPROVAL DATE
PROJECT STANDARDS			
CONCEPT APPROVAL	<input checked="" type="checkbox"/> AASHTO <input type="checkbox"/> 3R <input type="checkbox"/> 1R <input type="checkbox"/> STATE	A023(697)	
	<input type="checkbox"/> PM <input type="checkbox"/> OTHER		
DESIGN EXCEPTIONS: _____		N/A	
PUBLIC HEARING WAIVER _____		A023(697)	
PUBLIC HEARING DATE (Latest hearing date held or scheduled for opportunity) _____		N/A	
DESIGN APPROVAL _____		A023(697)	
RECLAMATION PLAN APPROVAL NO(S) _____		N/A	
AIRPORT _____		N/A	
Land Survey Monument Search and Documentation (I.C.55-1613) _____		A023(697)	
R/W CERTIFICATE: Issued by <input type="checkbox"/> HQ <input type="checkbox"/> DISTRICT		A023(697)	**
TRIBAL LANDS: <input type="checkbox"/> AGREEMENT REQUIRED <input type="checkbox"/> SPECIAL PROVISIONS FOR CONTRACT PROPOSAL		N/A	
BRIDGE PS & E _____		N/A	
ENVIRONMENTAL DECISION: TYPE <input checked="" type="checkbox"/> CAT-EX <input type="checkbox"/> FONSI <input type="checkbox"/> ROD		A023(697)	
ENVIRONMENTAL RE-EVALUATION _____		A023(697)	
PERMITS		* EXPIRATION DATE	
IDAHO DEPARTMENT OF WATER RESOURCES PERMIT NO(S) _____			
US ARMY CORPS OF ENGINEERS 404 PERMIT NO(S) _____			
OTHER FLOODPLAIN DEVELOPMENT PERMIT _____		A023(697)	10-03-2024
DEQ SECTION 401 WATER QUALITY CERTIFICATION _____ <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
NPDES GENERAL PERMIT/SWPPP REQUIRED: _____ <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
EROSION AND SEDIMENT CONTROL PLAN REQUIRED _____ <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
AGREEMENTS (List Appropriate Name)		* APPROVAL DATES	
LOCAL: CITY EASEMENT _____		A023(697)	02-05-2024
COUNTY _____		N/A	
HIGHWAY DISTRICT _____		N/A	
ROAD CLOSURE AND MAINTENANCE _____		N/A	
STATE/LOCAL CONSTRUCTION CITY OF POCATELLO		A023(697)	**
IRRIGATION DISTRICT(S): Crossing Agreement Required _____ <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (Signatures Required on either Structure Drawing or Bridge Sheet)			
UTILITIES: List all Utilities shown on plans		* AGREEMENT NO.	
		UTILITY HEARING WAIVER	AGREEMENT
Co. CABLE ONE _____ <input checked="" type="checkbox"/> <span style="border: 1px solid black; padding: 2px;">RETAIN &amp; PROTECT</span>		09-16-2024	
Co. CENTURYLINK _____ <input checked="" type="checkbox"/>		07-30-2024	
Co. CITY OF POCATELLO _____ <input checked="" type="checkbox"/>		N/A	
Co. DIRECT COMMUNICATIONS _____ <input checked="" type="checkbox"/>		10-21-2024	
Co. IDAHO POWER _____ <input checked="" type="checkbox"/>		08-29-2024	
Co. INTERMOUNTAIN GAS _____ <input checked="" type="checkbox"/>		07-25-2024	
Co. SYRINGA NETWORKS _____ <input checked="" type="checkbox"/>		08-01-2024	
RAILROAD List all Railroads encroached upon		* AGREEMENT	
		* AGREEMENT FOR	EFFECTIVE DATE
Co. _____			NO.
Co. _____			

### ESTIMATING BASIS

**PLANT MIX PAVEMENT**  
SUPERPAVE HOT MIX ASPHALT, CLASS SP-2 (405) AT 150 LBS/CF, INCLUDING PG 58-28 ASPHALT AND ADDITIVES

**AGGREGATE**  
AGGREGATE FOR BASE, 3/4 INCH TYPE B AT 145 LBS/CF

**DUST ABATEMENT**  
BASED ON 0.5 FT OF WATER OVER DISTURBED SURFACE.

\* ENTER "N/A" WHEN NOT APPLICABLE  
\*\* LPA PROJECTS - DATE ENTERED BY ROADWAY DESIGN WHEN PROJECT SENT TO PS&E.



305 North 3rd Avenue  
Pocatello, ID 83201  
2025 236-2140



NO. _____	DATE _____
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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

PROJECT CLEARANCE SUMMARY

DRAWN: PAJ CHECK: JDP  
VERIFY SCALE: Scales based on 22"x34" prints  
1:12 inches

PROJECT NO. 23697	PAGE 2
SHEET NO. C-002	

LAST EXAMINED: 11/02/2024 2:31 PM PRINTED: 2/10/2025 2:33 PM

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### EXISTING TOPOGRAPHY

	TOPOGRAPHIC CONTOUR
	EDGE OF GRAVEL
	EDGE OF PAVEMENT
	CURB & GUTTER, SIDEWALK & DROP INLET
	FENCE (BARBED WIRE OR OTHER WITH GATES)
	FENCE (CHAINLINK WITH GATE)
	DITCH FLOWLINE
	TEST PIT
	SIGN
	WETLANDS
	FLOODWAY

### PROPERTY & CONTROL

	SURVEY CONTROL POINT
	BENCHMARK
	FOUND BRASS CAP
	FOUND ALUMINUM CAP
	FOUND 5/8" STEEL PIN
	SET 5/8" STEEL PIN W/CAP
	FOUND 1/2" STEEL PIN
	SET 1/2" STEEL PIN W/CAP
	FOUND PK NAIL
	SET PK NAIL
	CALCULATED POINT
	WITNESS CORNER
	EASEMENT - UTILITY
	EASEMENT - TEMPORARY
	EASEMENT - SETBACK
	PROJECT BOUNDARY
	PROPERTY LINES
	SECTION LINES
	PRESCRIPTIVE RIGHT OF WAY
	DEDICATED RIGHT OF WAY

	DATA OF RECORD
	QUARTER SECTION - NOT FOUND
	CENTER SECTION
	SECTION CORNER - FOUND

### EXISTING UTILITY

	WATERLINE & VALVE
	SANITARY SEWER LINE & MANHOLE
	SANITARY SEWER SERVICE & CLEANOUT
	PRESSURE SEWER LINE & VALVE VAULT
	STORM DRAIN LINE & MANHOLE
	PRESSURE IRRIGATION & VALVE
	GRAVITY IRRIGATION & MANHOLE
	OVERHEAD POWER LINE & POWER POLE
	UNDERGROUND POWER LINE
	SIGNAL POLE
	LIGHT POLE
	NATURAL GAS LINE
	FIBER OPTIC LINE
	TELEPHONE LINE & RISER
	CABLE LINE & RISER

### PROPOSED GRADING

	TOPOGRAPHIC CONTOUR
	RIDGELINE
	DRAINAGE ARROW & SLOPE
	SPOT ELEVATION
	SWALE FLOWLINE
	DAYLIGHT - CUT LINE
	DAYLIGHT - FILL LINE

### PROPOSED DEMOLITION, ABANDONMENT, REMOVAL

	DEMOLITION & REMOVAL
	ABANDON IN PLACE
	REMOVE SURFACE FEATURE
	CLEARING AND GRUBBING

### PROPOSED SITE

	BUILDING OR STRUCTURE
	CONCRETE
	ASPHALT
	GRAVEL SURFACE
	GRAVEL SECTION
	RPRAP

### PROPOSED SITE (CONT.)

	FENCE (BARBED WIRE OR OTHER WITH GATES)
	FENCE (CHAINLINK WITH GATE)
	EDGE OF PAVEMENT
	EDGE OF GRAVEL
	SIGN
	6" VERTICAL CURB, GUTTER, SIDEWALK & INLET
	6" VERTICAL CUT CURB & GUTTER
	6" REVERSE CURB & GUTTER
	6" REVERSE CUT CURB & GUTTER
	IMBEDDED CURB

### PROPOSED UTILITY

	FLANGED FITTING TYPES
	MECHANICAL JOINT
	BEND
	REDUCING TEE
	TEE
	REDUCER
	FLANGE TO MECHANICAL JOINT COUPLING
	CROSS
	CAP W/BLIND FLANGE
	CHECK VALVE
	GATE VALVE
	BUTTERFLY VALVE
	BLOW-OFF VALVE
	RESTRAINED FITTING
	WATER SERVICE LINE & METER
	FIRE HYDRANT
	FIRE LINE
	WATERLINE
	MONITORING WELL
	LOCATION WIRE BOX
	NON-FREEZE YARD HYDRANT
	PRESSURE IRRIGATION, TEE & GATE VALVE
	PRESSURE IRRIGATION SERVICE
	GRAVITY IRRIGATION & STRUCTURE

### PROPOSED UTILITY (CONT.)

	SANITARY SEWER & MANHOLE
	SANITARY SEWER SERVICE & CAP
	SANITARY SEWER SERVICE & CLEANOUT
	PRESSURE SEWER & VALVE VAULT
	STORM DRAIN LINE, INLET & CATCH BASIN
	STORM DRAIN LINE & MANHOLE W/ VENTED LID
	JOINT TRENCH IN PROFILE
	CABLE & TELEPHONE RISERS
	JOINT TRENCH & DEVICE
	JUNCTION BOX & DUCT BANK
	NATURAL GAS LINE & METER
	NATURAL GAS LINE & RISER
	NATURAL GAS LINE & VALVE
	UNDERGROUND POWER
	OVERHEAD POWER & POLE
	LIGHT POLE
	TELEPHONE LINE & RISER
	FIBER OPTIC LINE & VAULT
	TELEPHONE DATA LINE
	CABLE & TV RISER

**KELLER ASSOCIATES**  
 305 North 7th Avenue  
 Pocatello, ID 83201  
 (208) 233-2140

PROFESSIONAL SEAL  
 K. A. Gutierrez  
 21932  
 12/2023  
 PEER A. GUTIERREZ

NO.	REVISIONS	DATE

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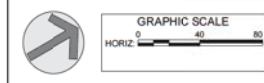
CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY  
 CIVIL SYMBOLS & LINE LEGEND

DRAWN: PAG/CHECK: JDP	
VERIFY SCALE: Scale based on 22"x34" prints	
1:12 inches	
PROJECT NO: 23697	PAGE: 3
SHEET NO. C-003	



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**GENERAL SHEET NOTES**

1. SURVEY COMPLETED BY CITY OF POCATELLO. CONTACT MERRIL QUAYLE AT (208)234-6228 OR MQUAYLE@POCATELLO.GOV
2. IN ACCORDANCE WITH IDAHO CODE 55-1234, THE CONTRACTOR WILL SAVE AND PROTECT ALL PROPERTY CORNERS OR LAND MONUMENTS PLACED BY A REGISTERED PROFESSIONAL LAND SURVEYOR. MONUMENTS INCLUDE BUT ARE NOT LIMITED TO, LAND AND PROPERTY MONUMENTS SHOW ON THE PLANS AS PUBLIC SURVEY CORNERS, SUBDIVISION TRACT, OR OTHER LAND BOUNDARY CORNERS. WHEN SUCH MONUMENTS MAY BE DESTROYED BY CONSTRUCTION, CONTRACTOR WILL HAVE THE MONUMENT REFERENCED UNDER THE DIRECTION OF AN IDAHO REGISTERED PROFESSIONAL LAND SURVEYOR PRIOR TO CONSTRUCTION. DISTURBED PROPERTY CORNERS AND LAND MONUMENTS WILL BE RE-ESTABLISHED AFTER CONSTRUCTION BY AN IDAHO REGISTERED PROFESSIONAL LAND SURVEYOR.

**KELLER ASSOCIATES**  
 305 North 3rd Avenue  
 Pocatello, ID 83201  
 (208) 234-2140

*Greg A. Gutierrez*  
 21932  
 12/2025  
 Greg A. Gutierrez

NO.	REVISIONS	DATE

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**CITY OF POCATELLO**

**MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY**

**SURVEY CONTROL**

DRAWN: PAG CHECK: BOW  
 VERIFY SCALE: Scales based on 22"x34" prints

1:12 inches

PROJECT NO: 23697 PAGE: 5  
SHEET NO: V-100

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	RAW DESCRIPTION
304	446951.66	584885.28	4667.67	NGS H 438 FIRST ORDER, CLASS II
1041	446917.18	584889.88	4669.21	ALCAPP 2.5 AC ITD CTRL WYE-09
1181	447623.16	584886.96	4645.57	ALCAPP 2.5 AC ITD CTRL WYE-09
2023	448856.25	584631.35	4584.61	BARFH YPC UR
2026	448649.31	584702.24	4581.18	RWM BROK ROW MON NO CAP
2030	448363.91	584979.47	4582.60	BARFHF J RB NC
2031	448361.12	584679.73	4582.50	BARFHF LS 977



**MONUMENT PERPETUATION**

POINT NO.	STATION	OFFSET		NORTHING	EASTING	DESCRIPTION OF MONUMENT	ACTION TO BE TAKEN BY CONTRACTOR	PAY ITEM
304	12+02.30	24.07'	R	446951.66	584885.28	NGS H 438 FIRST ORDER, CLASS II	RETAIN AND PROTECT - DISTURBANCE OF THIS MONUMENT WILL RESULT IN LARGE FINES	
1041	12+17.07	1.13'	L	446917.18	584889.88	ALCAPT 2.5 AC ITD CTRL WYE-09	REMOVE	107-019A
1181	21+26.29	54.91'	R	447623.16	584686.96	ALCAPF 2 in AC 8075	RETAIN AND PROTECT	
2023	38+90.35	12.76'	R	448856.25	584631.35	BARFHF YPC UR	RETAIN AND PROTECT	
2026	36+79.08	11.34'	R	448649.31	584702.24	RWM brok row mon no cap	REMOVE AND RESET	107-019A
2030	33+99.02	16.89'	R	448363.91	584679.47	BARFHF 1/2 rb nc	RETAIN AND PROTECT	
2031	33+96.81	18.15'	R	448361.12	584679.73	BARFHF LS 977	RETAIN AND PROTECT	



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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY  
 MONUMENT PERPETUATION

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 VERIFY SCALE: Scales based on 22"x34" prints  
 1"=12' inches

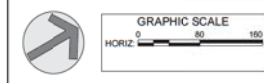
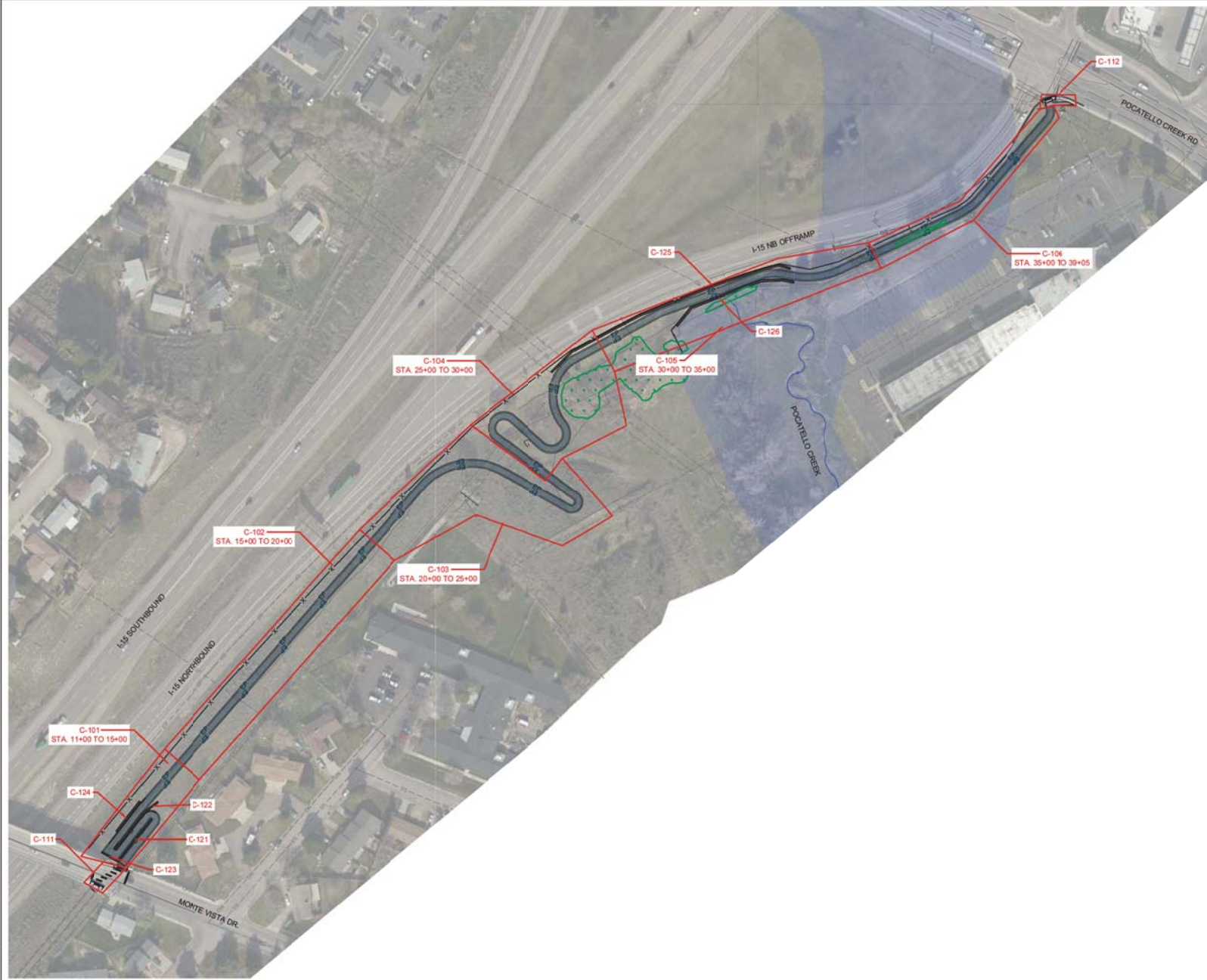
PROJECT NO. 23697 PAGE 6

SHEET NO. V-200

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**GENERAL SHEET NOTES**

- EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
- FURNISH MATERIALS WHERE "INSTALL," "PLACE" OR "CONSTRUCT" IS REQUIRED UNLESS NOTED OTHERWISE.
- AREAS DISTURBED BY CONSTRUCTION WHERE SURFACE REPAIR IS NOT INDICATED MUST BE RESTORED TO CONDITIONS FOUND PRIOR TO CONSTRUCTION. THIS COST WILL BE INCIDENTAL TO THE CONTRACT.

**KELLER ASSOCIATES**  
 305 North 3rd Avenue  
 Pocatello, ID 83201  
 (208) 233-2140

Professional Engineer  
**Robert A. Gutzler**  
 License No. **21932**  
 Exp. Date **2/12/2025**  
 State of **IDAHO**  
 Robert A. Gutzler

NO.	REVISIONS	DATE

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**CITY OF POCATELLO**

**MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY**  
**PROJECT OVERVIEW**

DRAWN: PAG	CHECK: JDP
VERIFY SCALE: Scales based on 22"x34" prints	
1:12 inches	
PROJECT NO: 23697	PAGE 7
SHEET NO: <b>C-010</b>	

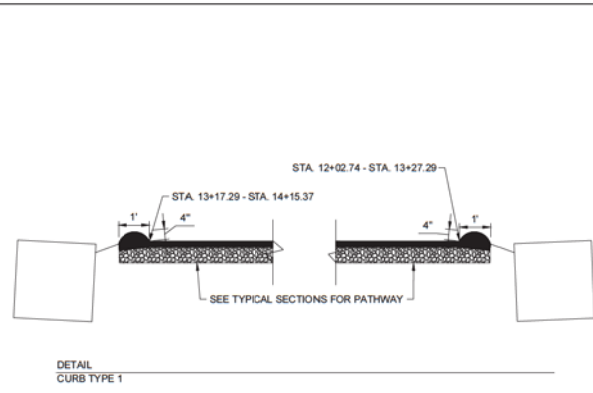
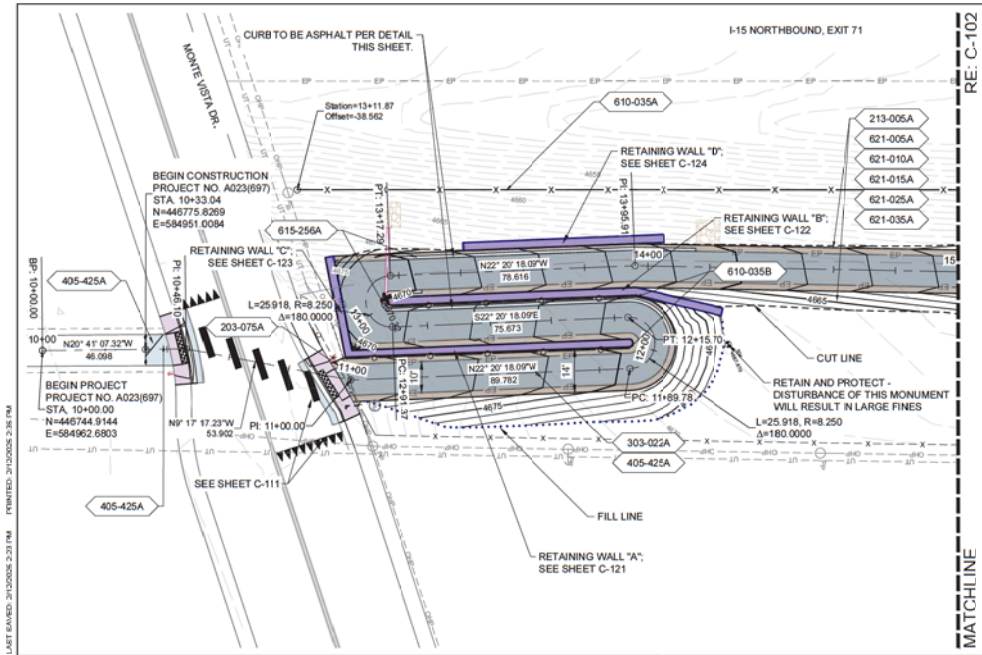










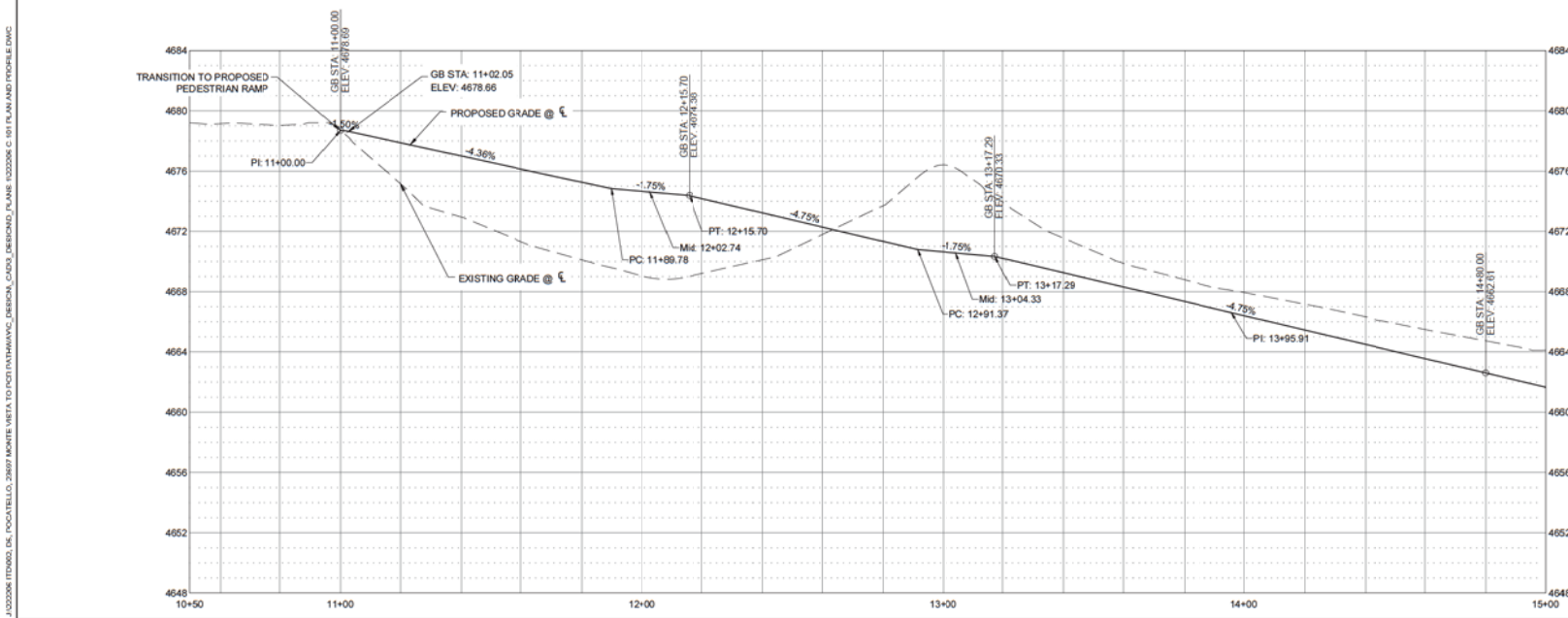


**GENERAL SHEET NOTES**

- EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
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**PAY ITEMS**

- 203-075A REMOVAL OF FENCE  
STA. 10+92.23, 17.31 L TO  
STA. 11+02.59, 10.93 R
- 213-025A TOP SOIL  
STA. 11+00.00 TO STA. 15+00.00
- 303-022A 1/2" AGGREGATE TYPE B FOR BASE  
STA. 11+00.00 TO STA. 15+00.00
- 405-425A SUPERPAVE HMA PAVEMENT  
INCLUDING ASPHALT AND ADDITIVE  
STA. 11+00.00 TO STA. 15+00.00
- 610-035A FENCE TYPE 4 B  
STA. 11+00.00 TO STA. 15+00.00
- 610-035B FENCE TYPE 4 B (4' HEIGHT)  
STA. 10+97.03, 6.41' L TO  
STA. 11+99.78, 6.50' L AND  
STA. 12+09.08, 8.10' R TO  
STA. 12+91.37, 6.50' R
- 621-005A SEED BED PREPARATION  
STA. 11+00.00 TO STA. 15+00.00
- 621-010A SEEDING  
STA. 11+00.00 TO STA. 15+00.00
- 621-015A MULCHING  
STA. 11+00.00 TO STA. 15+00.00
- 621-025A MULCH ANCHORING (TACKIFIER)  
STA. 11+00.00 TO STA. 15+00.00
- 621-035A FERTILIZING  
STA. 11+00.00 TO STA. 15+00.00
- 615-256A CURB TYPE 1  
STA. 12+02.74 TO STA. 13+27.29, 5' R  
STA. 13+17.29 TO STA. 14+15.37, 5' L



NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY  
PATHWAY PLAN AND PROFILE  
STA. 10+00 - STA. 15+00

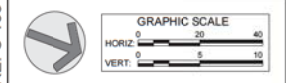
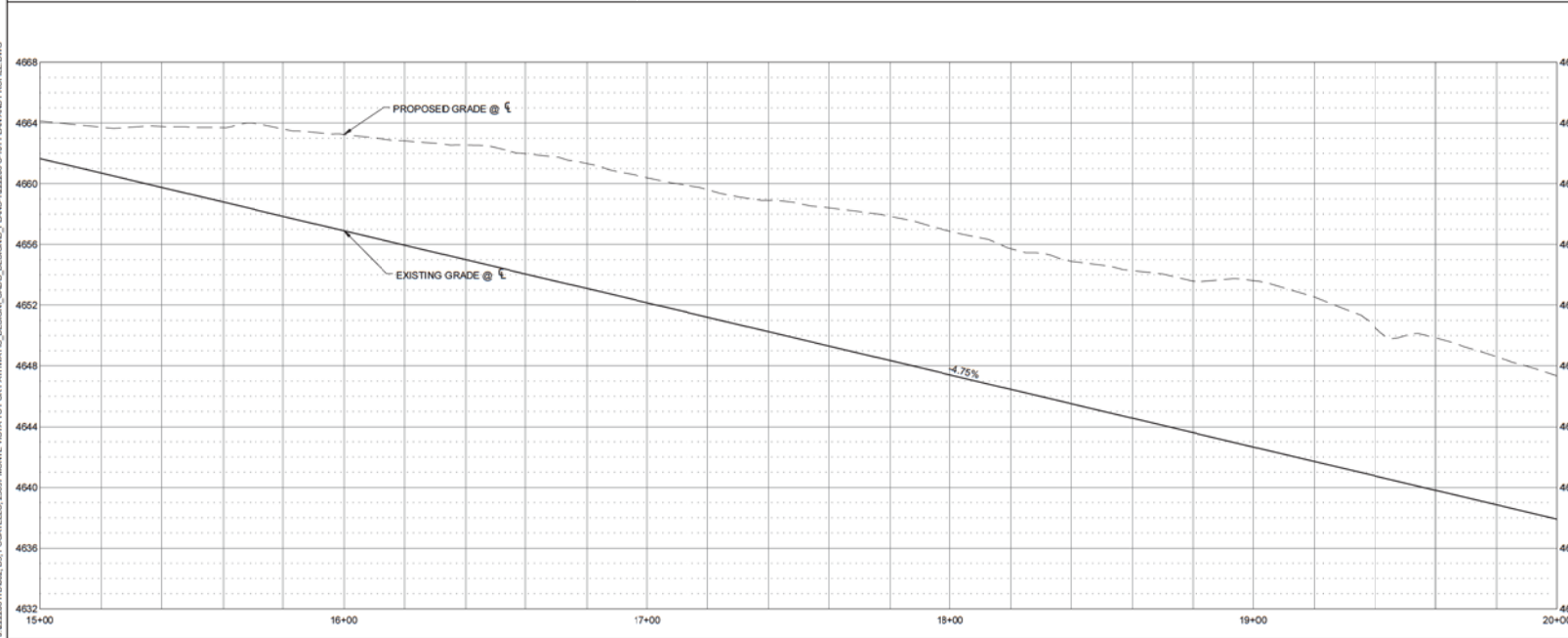
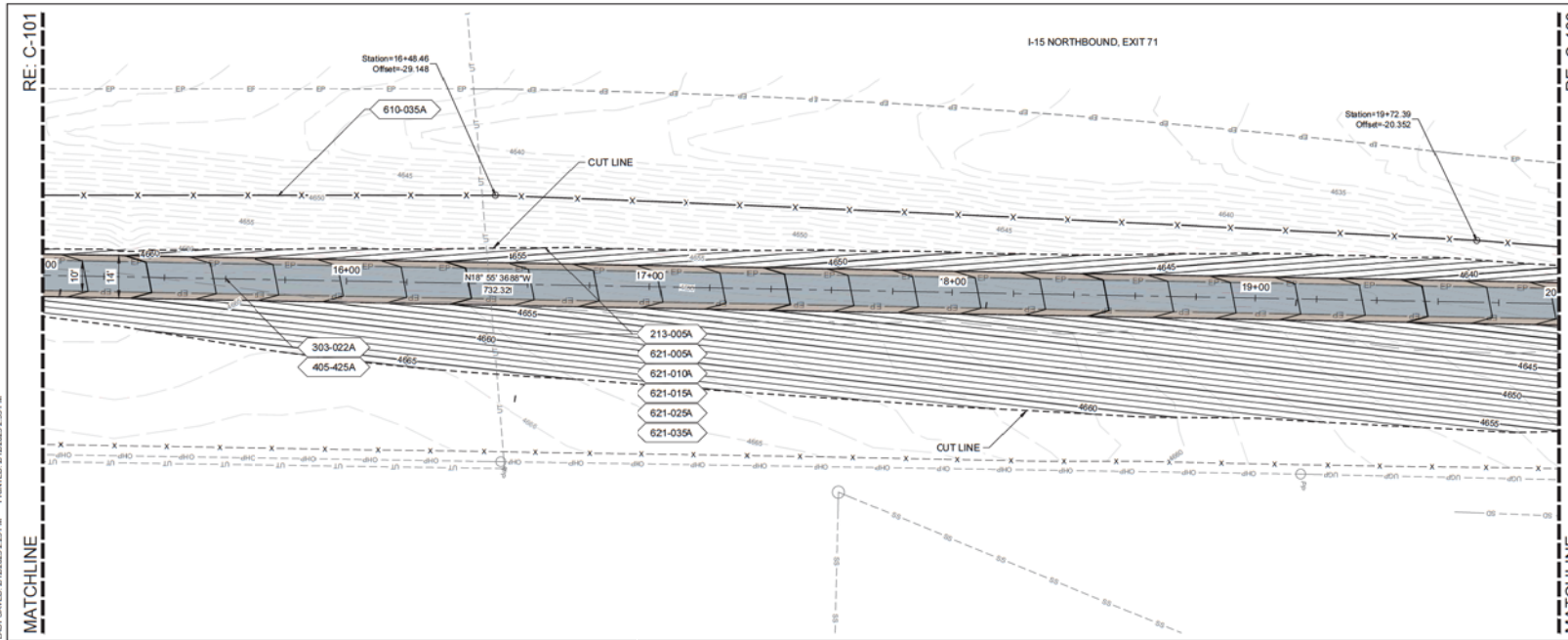
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PROJECT NO: 23697	PAGE: 12
SHEET NO: C-101	

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**GENERAL SHEET NOTES**

- EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
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**PAY ITEMS**

- 213-005A TOP SOIL  
STA. 15+00.00 TO STA. 20+00.00
- 303-022A 1/2" AGGREGATE TYPE B FOR BASE  
STA. 15+00.00 TO STA. 20+00.00
- 405-425A SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT AND ADDITIVE  
STA. 15+00.00 TO STA. 20+00.00
- 610-035A FENCE TYPE 4  
STA. 15+00.00 TO STA. 20+00.00
- 621-005A SEED BED PREPARATION  
STA. 15+00.00 TO STA. 20+00.00
- 621-010A SEEDING  
STA. 15+00.00 TO STA. 20+00.00
- 621-015A MULCHING  
STA. 15+00.00 TO STA. 20+00.00
- 621-025A MULCH ANCHORING (TACKIFIER)  
STA. 15+00.00 TO STA. 20+00.00
- 621-035A FERTILIZING  
STA. 15+00.00 TO STA. 20+00.00



NO.	REVISIONS	DATE

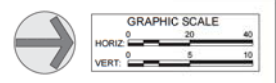
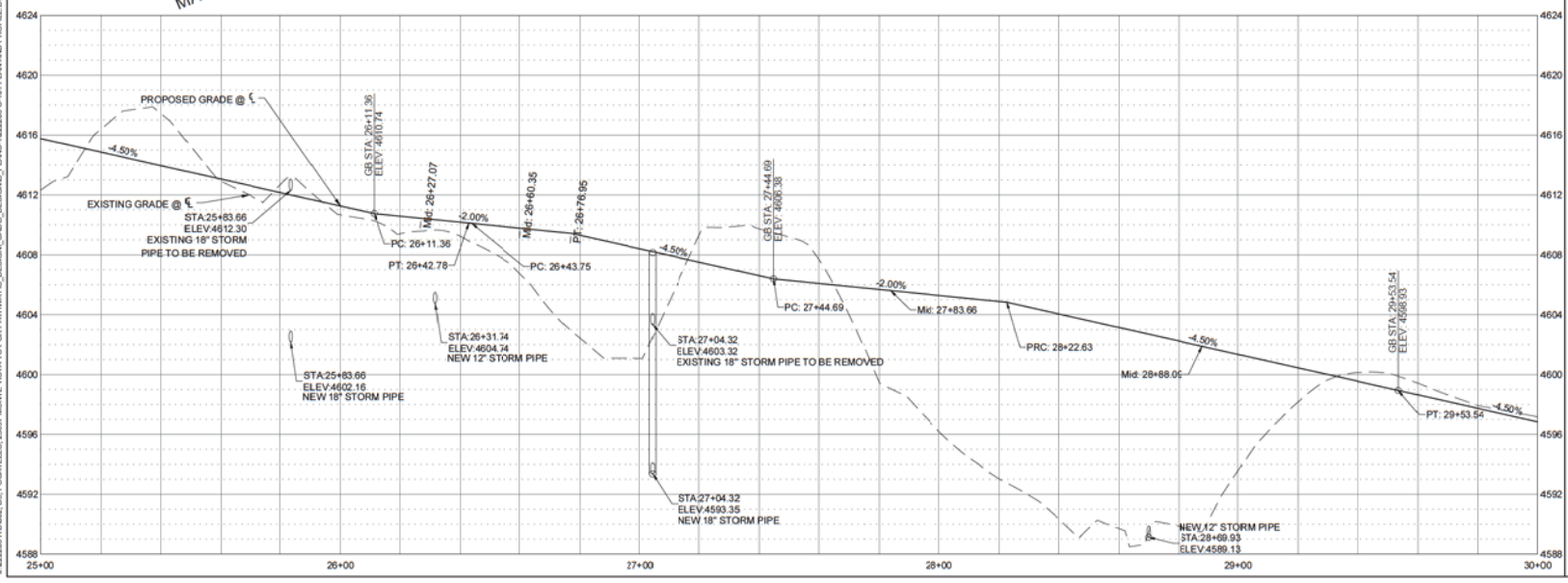
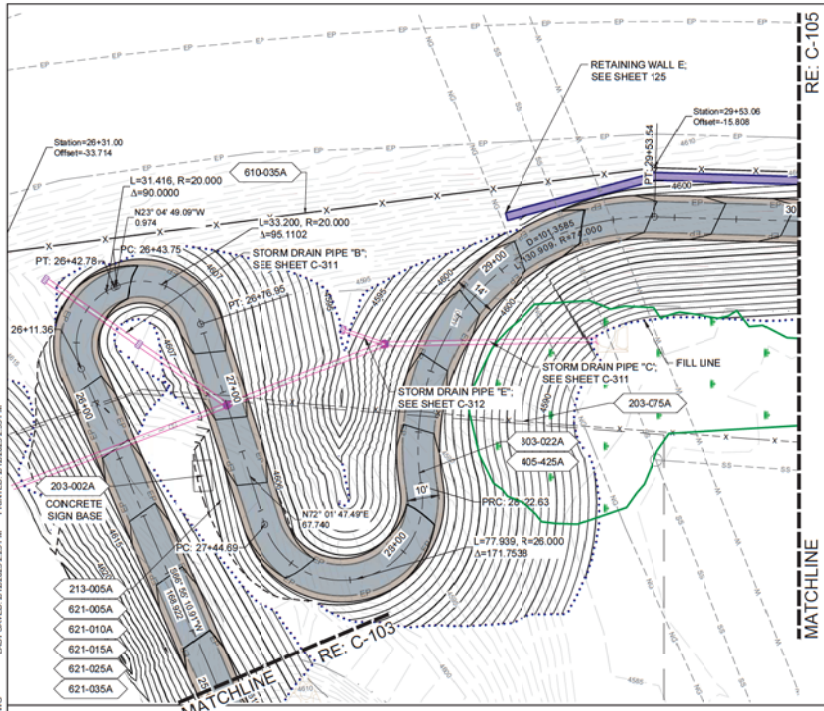
CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY  
PATHWAY PLAN AND PROFILE  
STA. 15+00 - STA. 20+00

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PROJECT NO: 23697 | PAGE: 13  
SHEET NO: C-102







**GENERAL SHEET NOTES**

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**PAY ITEMS**

- 203-02A REMOVAL OF OBSTRUCTION CONCRETE SIGN BASE STA. 27+23.75, 14.24 R
- 203-075A REMOVAL OF FENCE STA. 25+96.62, 7.07 L TO STA. 28+59.16, 53.16 R
- 213-025A TOP SOIL STA. 25+00.00 TO STA. 30+00.00
- 303-022A 1/2" AGGREGATE TYPE B FOR BASE STA. 25+00.00 TO STA. 30+00.00
- 405-425A SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT AND ADDITIVE STA. 25+00.00 TO STA. 30+00.00
- 610-035A FENCE TYPE 4 STA. 25+00.00 TO STA. 28+60.00
- 621-005A SEED BED PREPARATION STA. 25+00.00 TO STA. 30+00.00
- 621-010A SEEDING STA. 25+00.00 TO STA. 30+00.00
- 621-015A MULCHING STA. 25+00.00 TO STA. 30+00.00
- 621-025A MULCH ANCHORING (TACKIFIER) STA. 25+00.00 TO STA. 30+00.00
- 621-035A FERTILIZING STA. 25+00.00 TO STA. 30+00.00

WETLANDS



NO.	REVISIONS	DATE

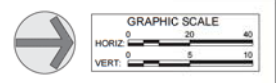
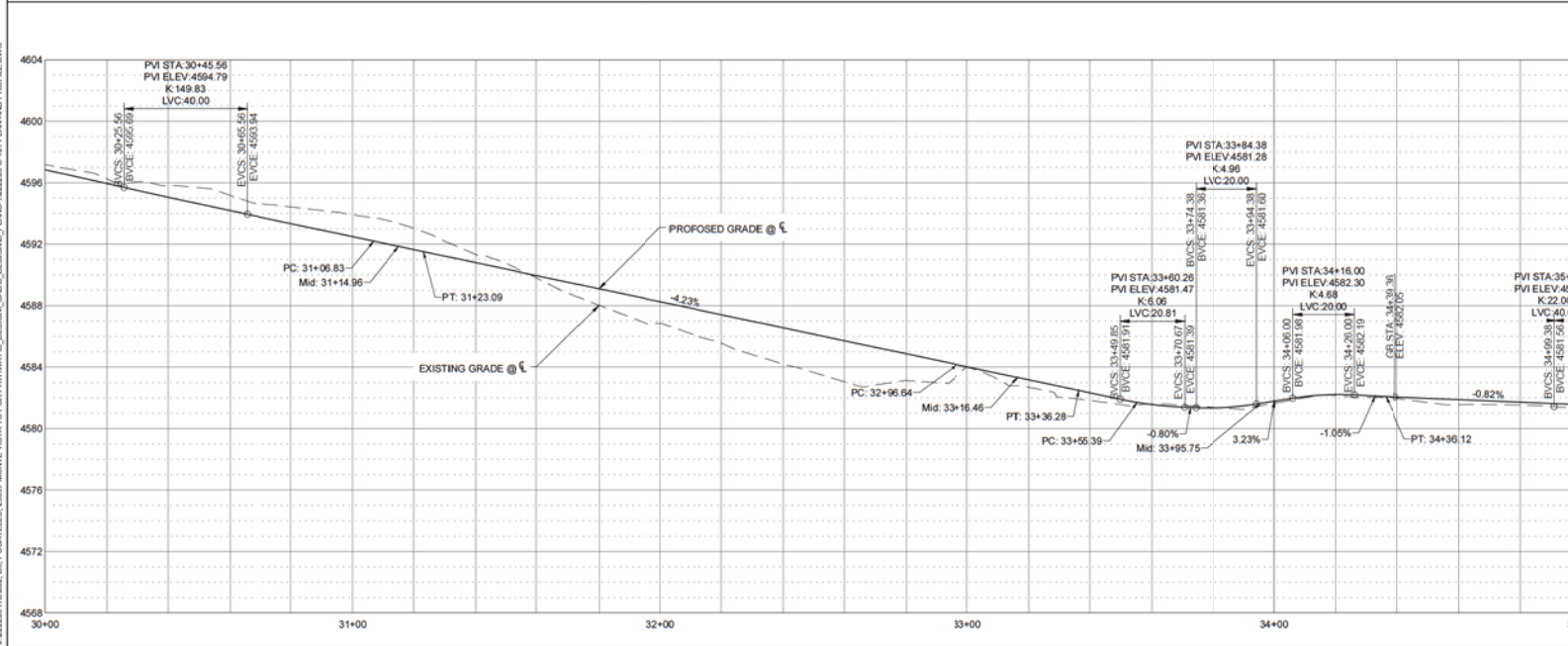
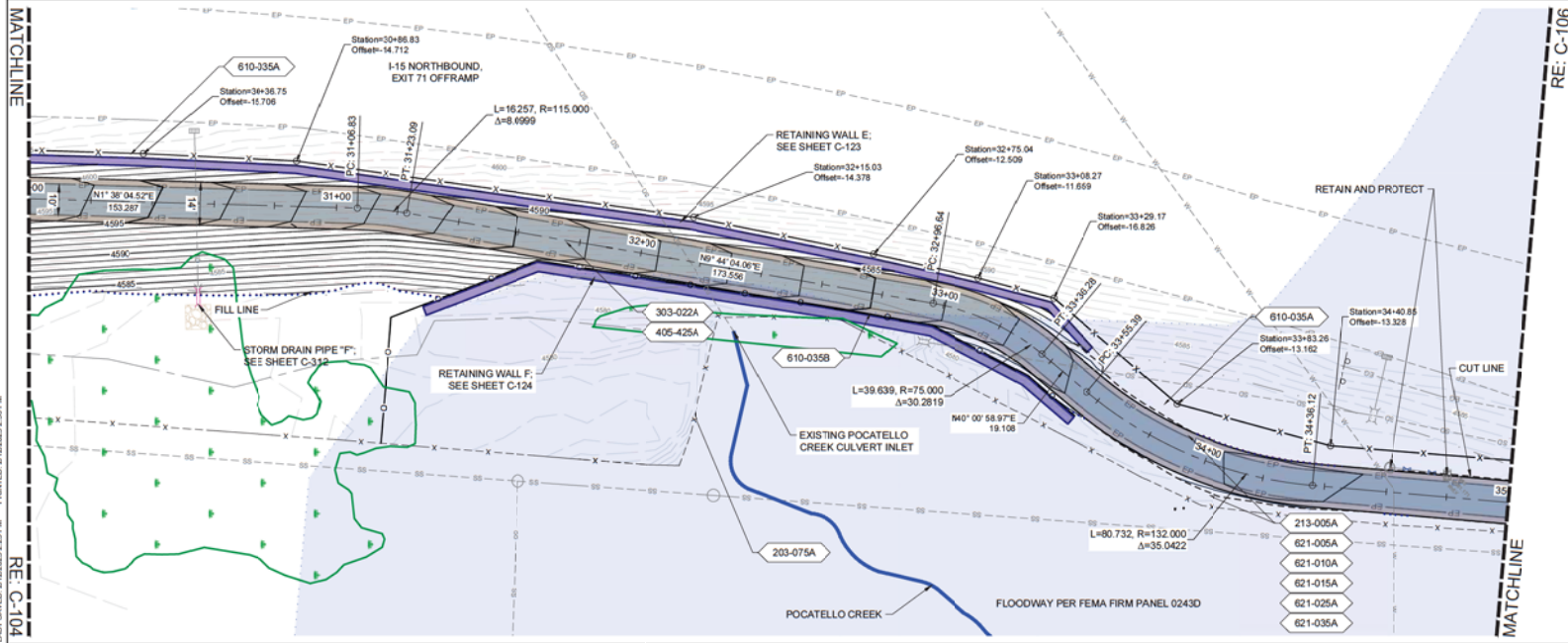
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**CITY OF POCATELLO**

**MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY**  
**PATHWAY PLAN AND PROFILE**  
 STA. 25+00 - STA. 30+00

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VERIFY SCALE: Scales based on 22"x34" prints	
PROJECT NO: 23697	PAGE: 15
SHEET NO: C-104	





**GENERAL SHEET NOTES**

- EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
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**PAY ITEMS**

- 203-075A REMOVAL OF FENCE STA. 32+24.03, 65.964 R TO STA. 35+00.00, 9.482 R
- 213-025A TOP SOIL STA. 30+00.00 TO STA. 35+00.00
- 303-022A 1/2" AGGREGATE TYPE B FOR BASE STA. 30+00.00 TO STA. 35+00.00
- 405-425A SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT AND ADDITIVE STA. 30+00.00 TO STA. 35+00.00
- 610-035A FENCE TYPE 4 STA. 30+00.00 TO STA. 35+00.00
- 610-035B FENCE TYPE 4 B (4' HEIGHT) STA. 31+27.33, 75.20' R TO STA. 33+57.28, 8.54' R
- 621-005A SEED BED PREPARATION STA. 30+00.00 TO STA. 35+00.00
- 621-010A SEEDING STA. 30+00.00 TO STA. 35+00.00
- 621-015A MULCHING STA. 30+00.00 TO STA. 35+00.00
- 621-025A MULCH ANCHORING (TACKIFIER) STA. 30+00.00 TO STA. 35+00.00
- 621-035A FERTILIZING STA. 30+00.00 TO STA. 35+00.00



NO.	REVISIONS	DATE

CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY  
PATHWAY PLAN AND PROFILE  
STA. 30+00 - STA. 35+00

DRAWN: PAG	CHECK: JDP
VERIFY SCALE: Scales based on 22"x34" prints	
PROJECT NO: 23697	PAGE: 16
SHEET NO: C-105	

DATE PLOTTED: 2/12/2025 2:21 PM PRINTED: 2/12/2025 2:26 PM

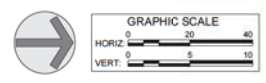
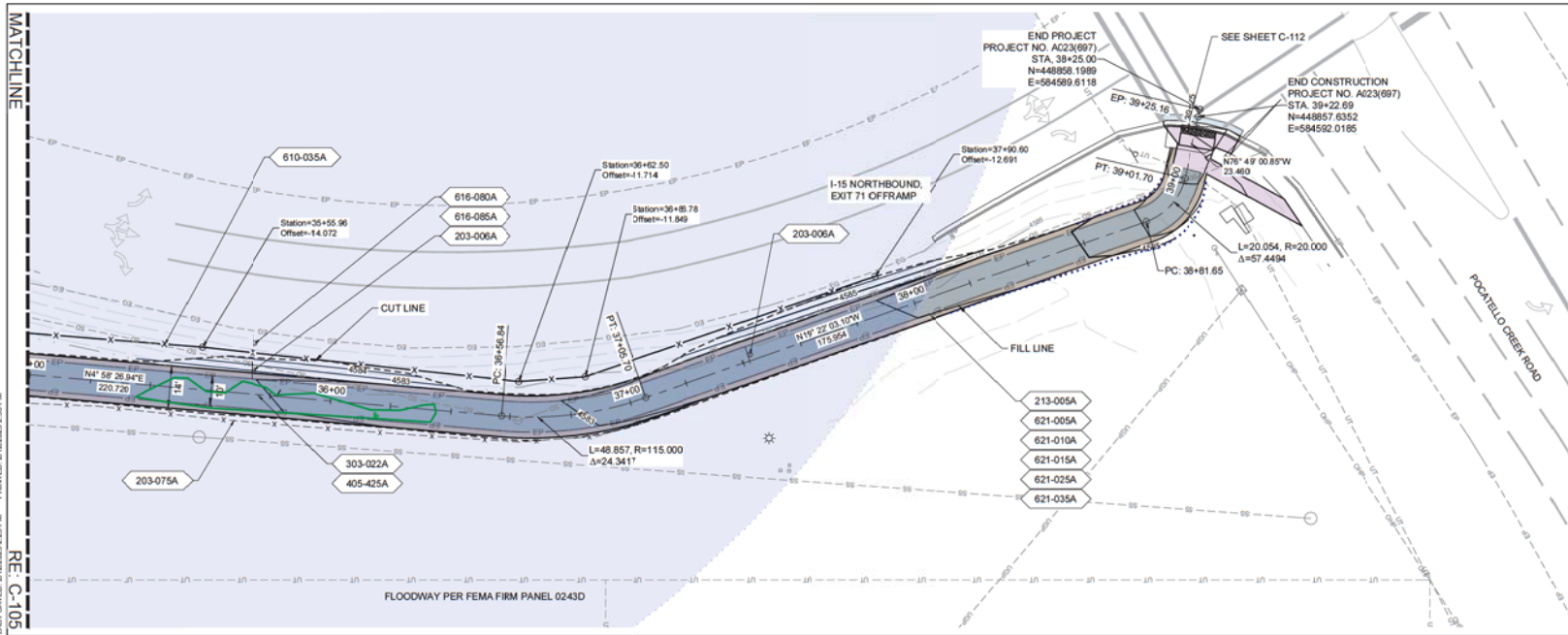
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RE: C-104

RE: C-106

MATCHLINE



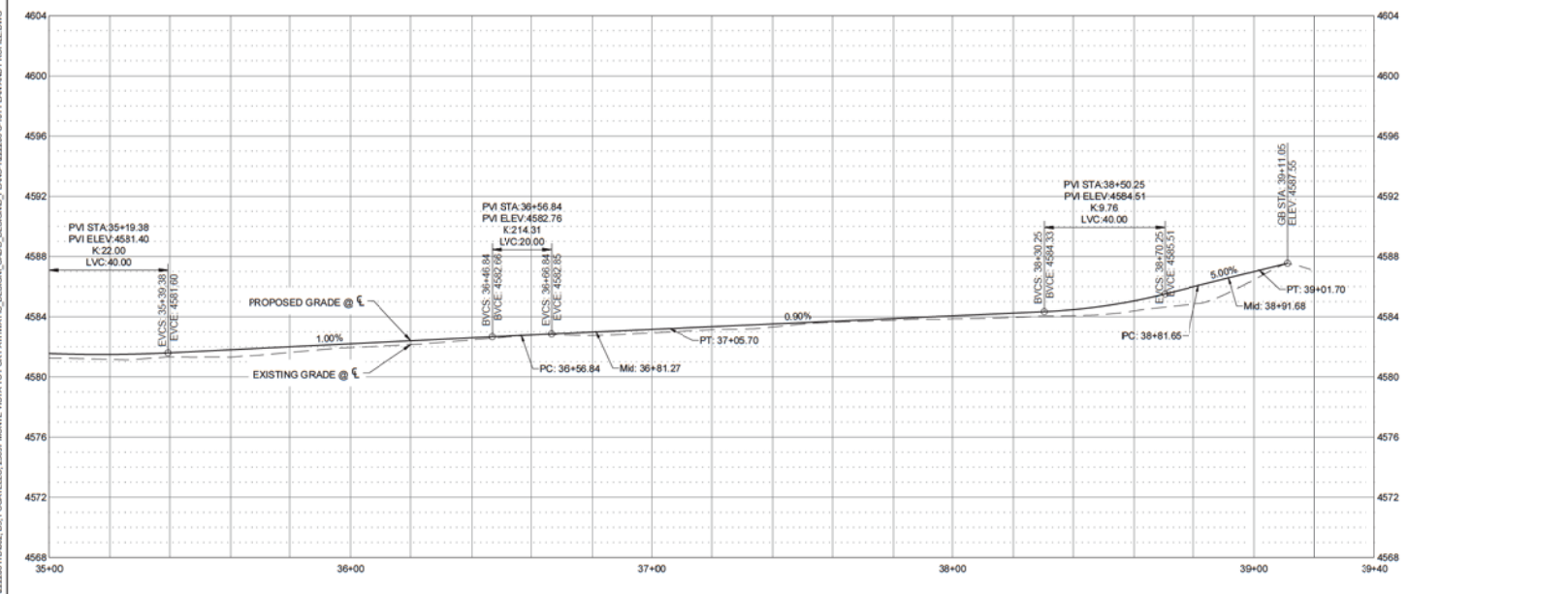


**GENERAL SHEET NOTES**

- EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
- FURNISH MATERIALS WHERE "INSTALL," "PLACE" OR "CONSTRUCT" IS REQUIRED UNLESS NOTED OTHERWISE.
- AREAS DISTURBED BY CONSTRUCTION WHERE SURFACE REPAIR IS NOT INDICATED MUST BE RESTORED TO CONDITIONS FOUND PRIOR TO CONSTRUCTION. THIS COST WILL BE INCIDENTAL TO THE CONTRACT.

**PAY ITEMS**

- 203-075A REMOVAL OF FENCE STA. 35+00.00 TO STA. 37+19.61, 7.51' R
- 203-006A REMOVAL OF SIGN STA. 35+73.83, 7.94' L
- 213-005A TOP SOIL STA. 35+00.00 TO STA. 39+04.87
- 303-022A 1/2" AGGREGATE TYPE B FOR BASE STA. 35+00.00 TO STA. 39+04.87
- 405-425A SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT AND ADDITIVE STA. 35+00.00 TO STA. 39+04.87
- 610-035A FENCE TYPE 4 STA. 35+00.00 TO STA. 38+03.87
- 616-080A REINSTALL SIGN FACE STA. 35+73.83, 7.94' L
- 616-085A REINSTALL SIGN POST STA. 35+73.83, 7.94' L
- 621-005A SEED BED PREPARATION STA. 35+00.00 TO STA. 39+04.87
- 621-010A SEEDING STA. 35+00.00 TO STA. 39+04.87
- 621-015A MULCHING STA. 35+00.00 TO STA. 39+04.87
- 621-025A MULCH ANCHORING (TACKIFIER) STA. 35+00.00 TO STA. 39+04.87
- 621-035A FERTILIZING STA. 35+00.00 TO STA. 39+04.87



NO.	REVISIONS	DATE

CITY OF POCATELLO

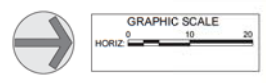
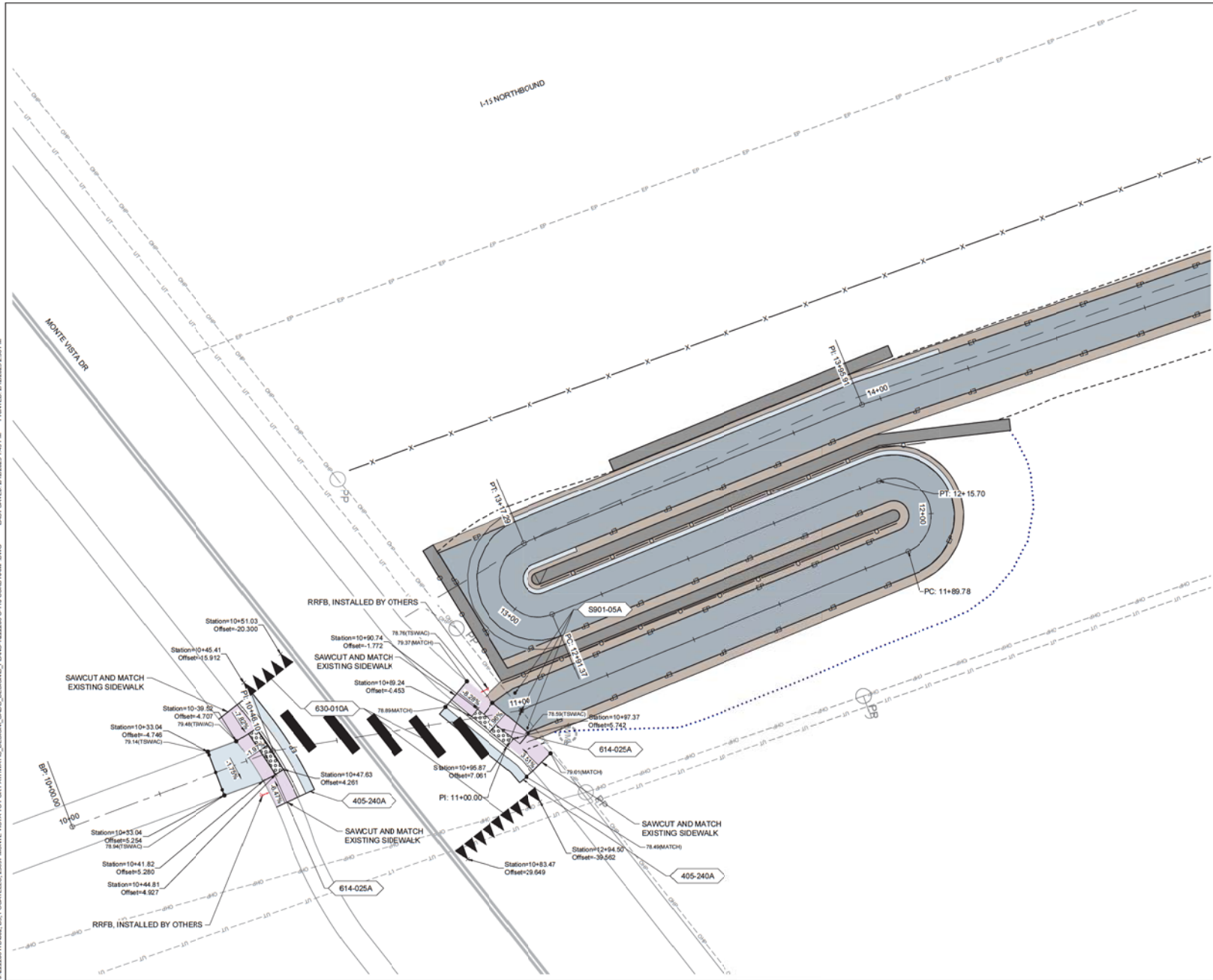
MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY  
 PATHWAY PLAN AND PROFILE  
 STA. 35+00 - STA. 39+05

DRAWN: PAG CHECK: JDP  
 VERIFY SCALE: Scales based on 22"x34" prints

1:12 inches  
 PROJECT NO: 23697 PAGE: 17  
 SHEET NO: C-106

MATCHLINE RE: C-105 DATE: 6/16/2023 3:02:05 PM PRINTED: 3/10/2025 2:38 PM

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**GENERAL SHEET NOTES**

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**PAY ITEMS**

- 614-025A CURB RAMP  
STA. 10+50.48, 0.13' R TO  
STA. 10+55.36, 0.95' L AND  
STA. 10+95.53, 2.10' R TO  
STA. 11+00.00, 0.26' L
- 630-010A T. W. S. A PAVEMENT MARKINGS -  
PREF THERMO  
STA. 10+57.89 TO STA. 10+91.84
- S901-05A BOLLARDS  
STA. 11+05.00, 4.00' R, 0.00' R, 4.00' L  
STA. 10+33.04, 4.00' R, 0.00' R, 4.00' L



NO.	REVISIONS	DATE

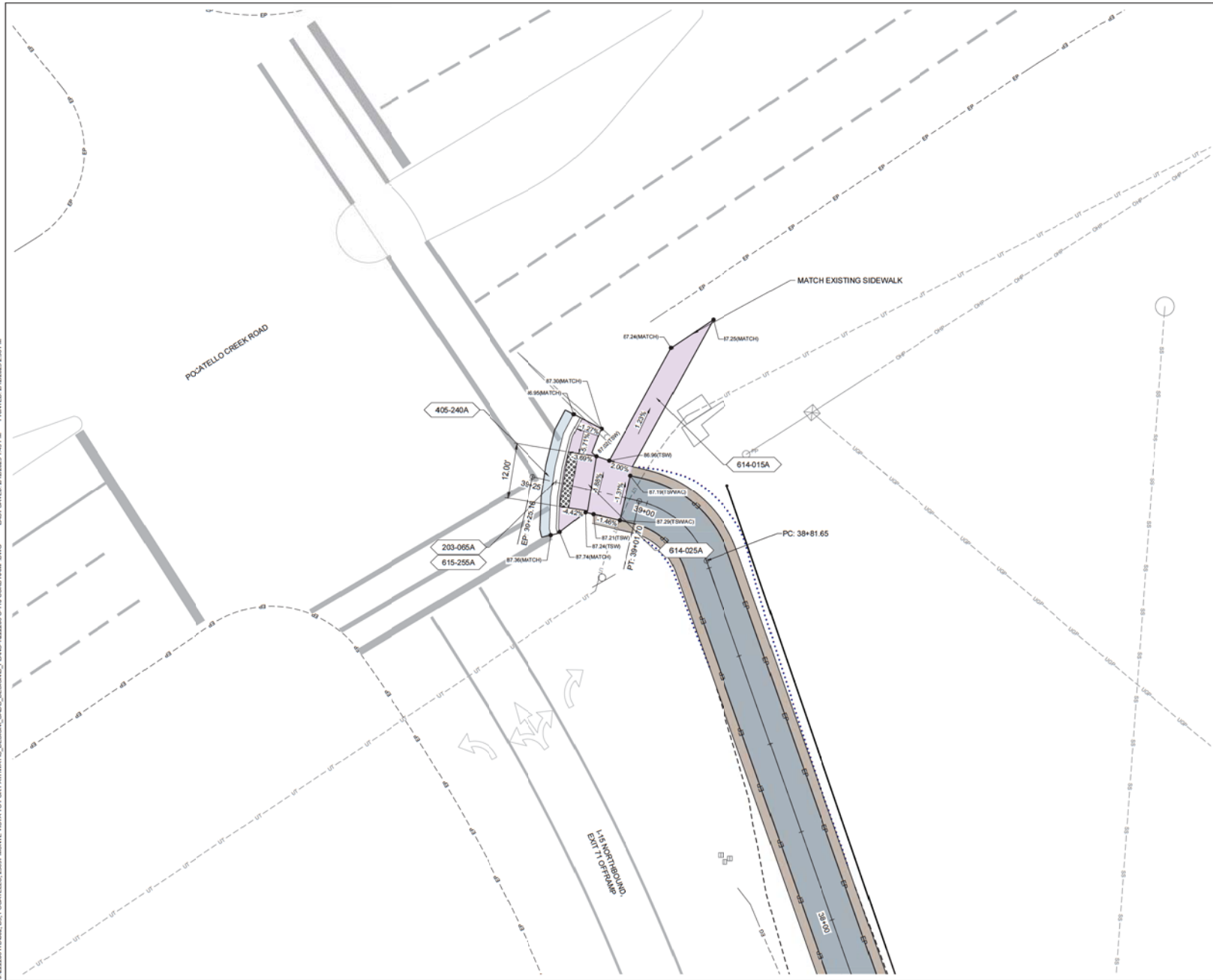
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**CITY OF POCATELLO**

**MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY**  
**MONTE VISTA DRIVE CURB RAMP**

DRAWN: PAG	CHECK: JDP
VERIFY SCALE: Scales based on 22"x34" prints	
1:12 inches	
PROJECT NO: 23697	PAGE: 18
SHEET NO: C-111	

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**GENERAL SHEET NOTES**

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
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**PAY ITEMS**

203-055A	REMOVAL OF CURB STA. 38+20.67 TO STA. 38+22.67
405-240A	MISCELLANEOUS PAVEMENT STA. 38+20.67 TO STA. 38+22.67
614-015A	SIDEWALK STA. 38+04.61, 7.00' R TO STA. 38+09.80, 7.00' R
614-025A	CURB RAMP STA. 38+09.80 TO STA. 38+17.80
615-255A	CURB STA. 38+20.67 TO STA. 38+22.67



NO.	REVISIONS	DATE

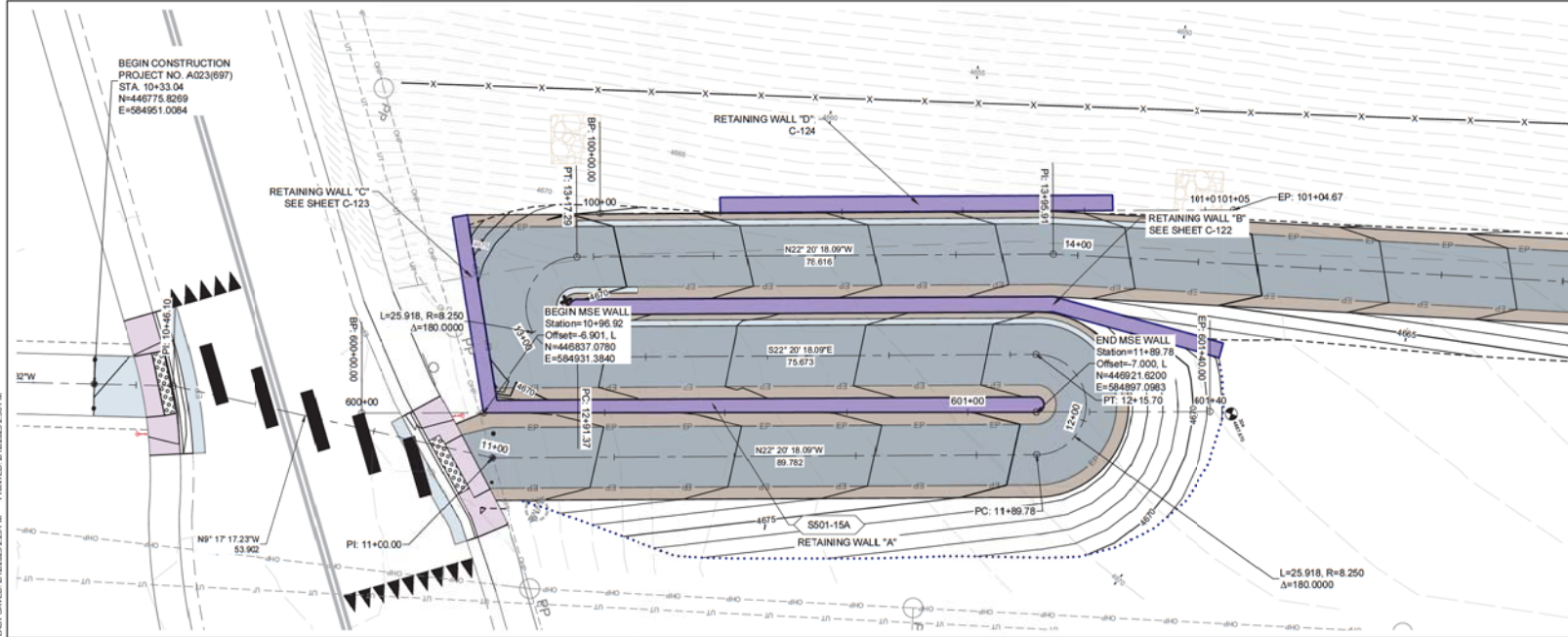
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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY  
POCATELLO CREEK ROAD CURB RAMP

DRAWN: PAG		CHECK: JDP	
VERIFY SCALE: Scale based on 22"x34" prints			
1"=12' HORIZ			
PROJECT NO:	23697	PAGE:	19
SHEET NO.:	C-112		





**GENERAL SHEET NOTES**

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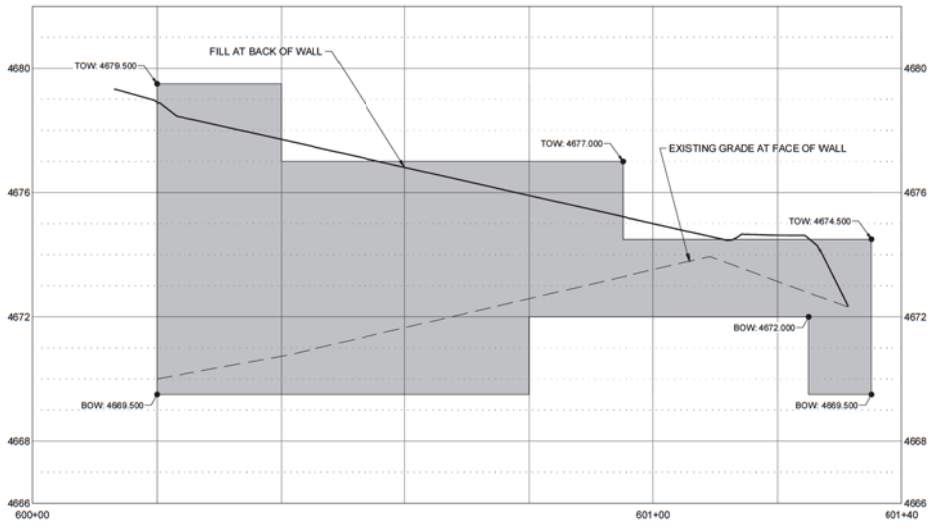
**PAY ITEMS**

S501-15A	RETAINING WALL 145 FT., STA. 100+10.00 TO STA. 101+55.00
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NO.	REVISIONS	DATE

**ALIGNMENT PROFILE - WALL A**



CITY OF POCATELLO

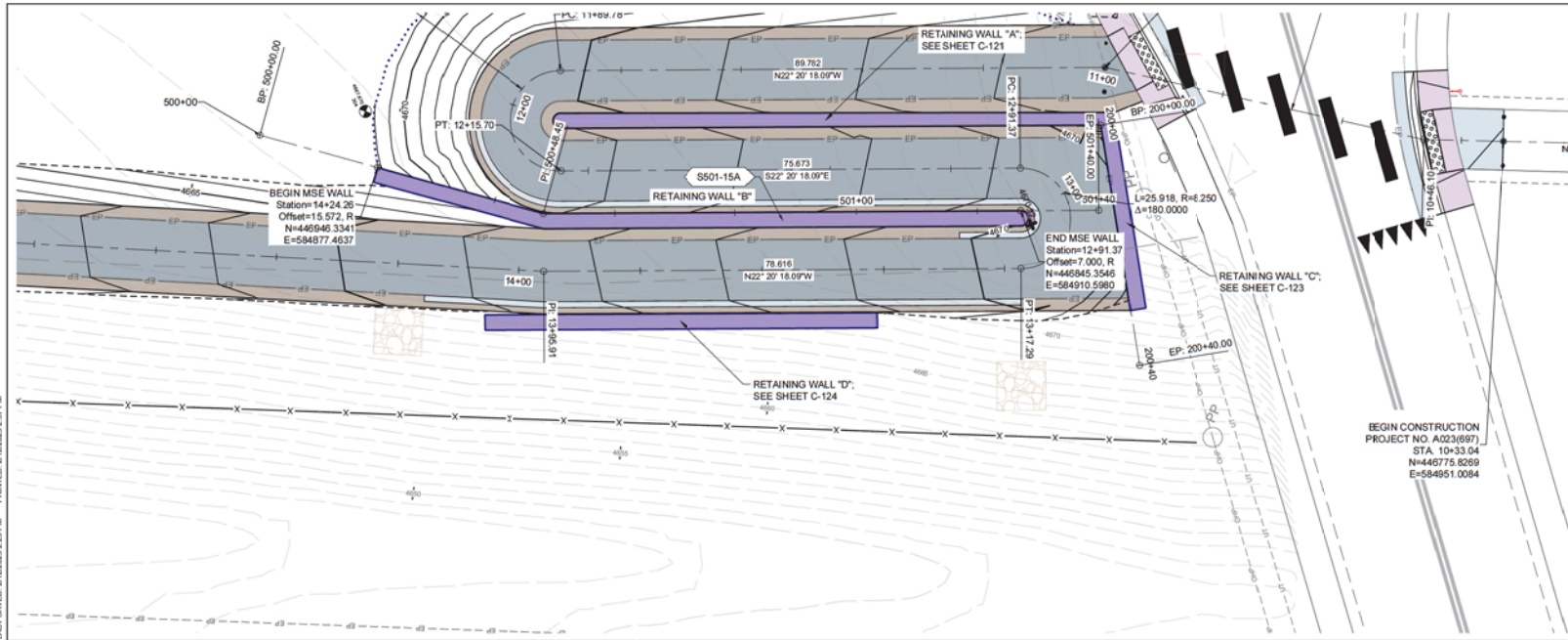
MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY  
RETAINING WALL PLAN AND PROFILE

DRAWN: FAG CHECK: JDP  
VERIFY SCALE: Scales based on 22"x34" prints

1:12 inches  
PROJECT NO: 23697 PAGE: 20

SHEET NO: C-121

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**GENERAL SHEET NOTES**

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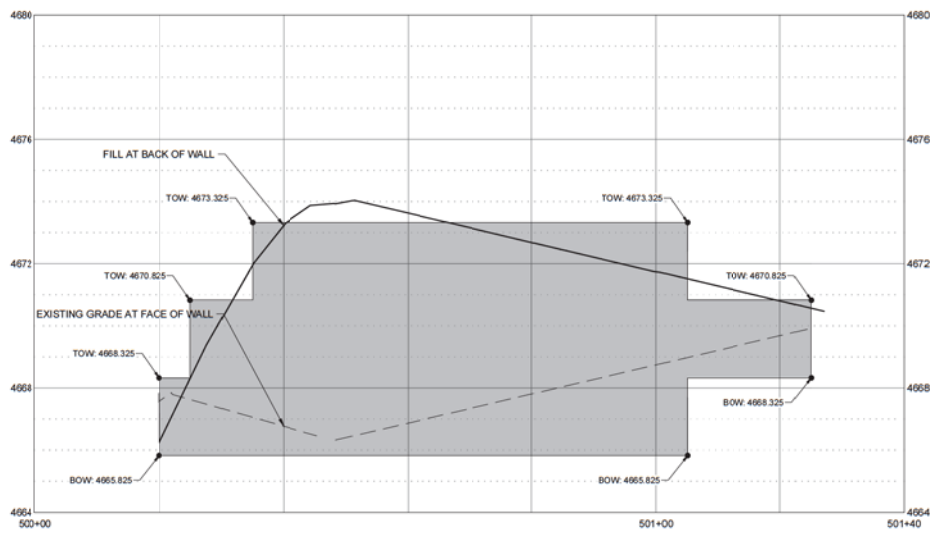
**PAY ITEMS**

S501-15A	RETAINING WALL 145 FT., STA. 100+10.00 TO STA. 101+55.00
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LATE SALES: 2/10/2005 2:37 PM PRINTED: 2/10/2005 2:37 PM

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**ALIGNMENT PROFILE - WALL B**



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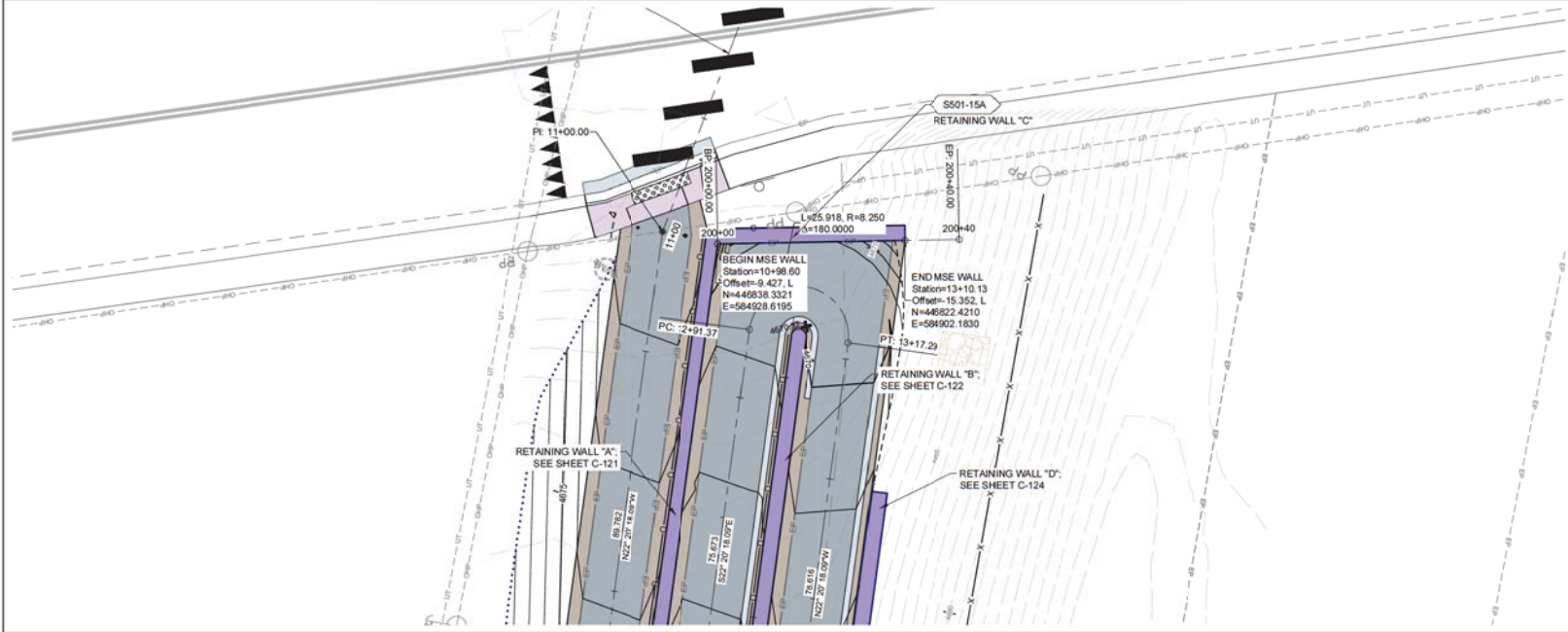
**CITY OF POCATELLO**

**MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY**

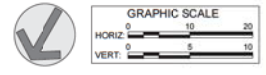
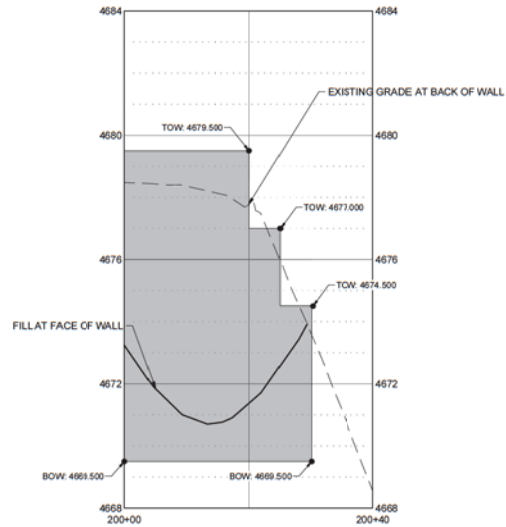
**RETAINING WALL PLAN AND PROFILE**

DRAWN: PAG	CHECK: JDP
VERIFY SCALE: Scales based on 22"x34" prints	
1:12 inches	
PROJECT NO: 23697	PAGE: 21
SHEET NO: C-122	





ALIGNMENT PROFILE - WALL C



GENERAL SHEET NOTES

- EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
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PAY ITEMS

S501-15A	RETAINING WALL 145 FT., STA. 100+10.00 TO STA. 101+55.00
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CITY OF POCATELLO

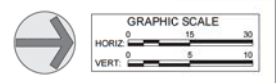
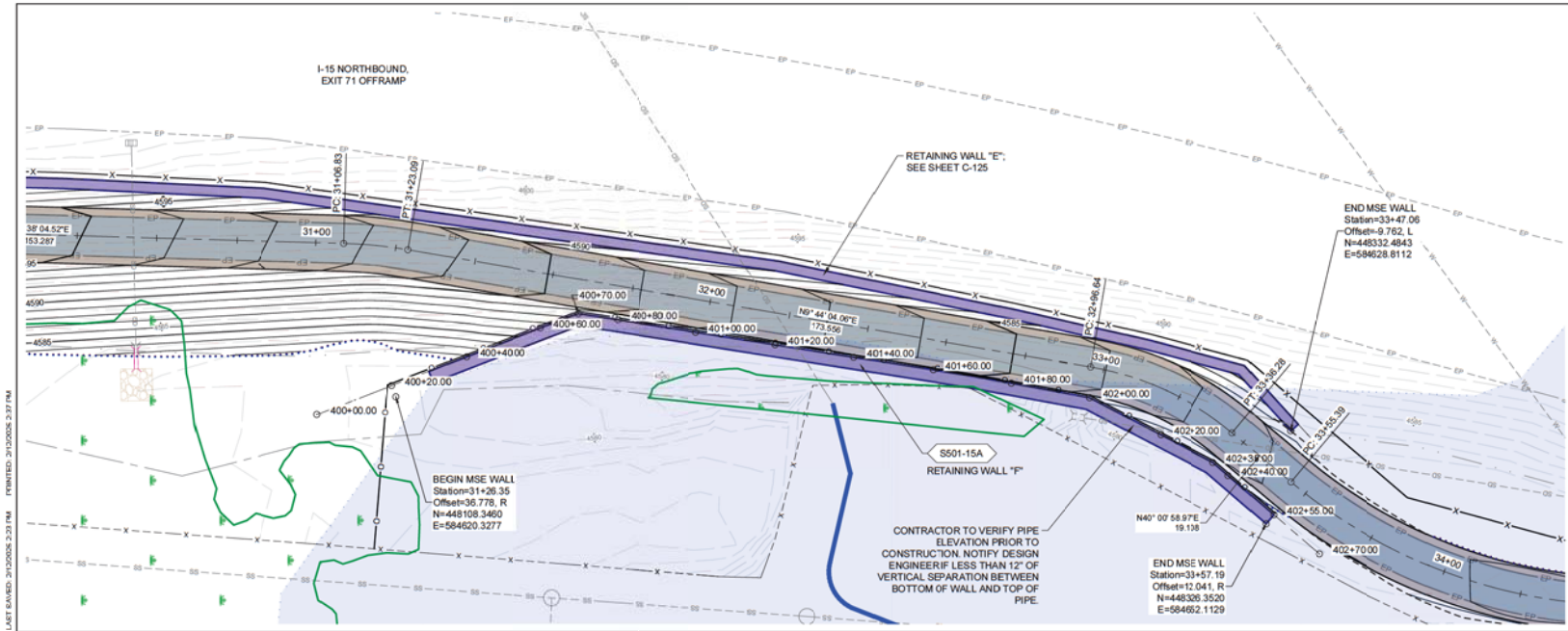
MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY  
 RETAINING WALL PLAN AND PROFILE

DRAWN: PAG	CHECK: JDP
VERIFY SCALE: Scales based on 22"x34" prints	
1:12 inches	
PROJECT NO: 23697	PAGE 22
SHEET NO: C-123	









**GENERAL SHEET NOTES**

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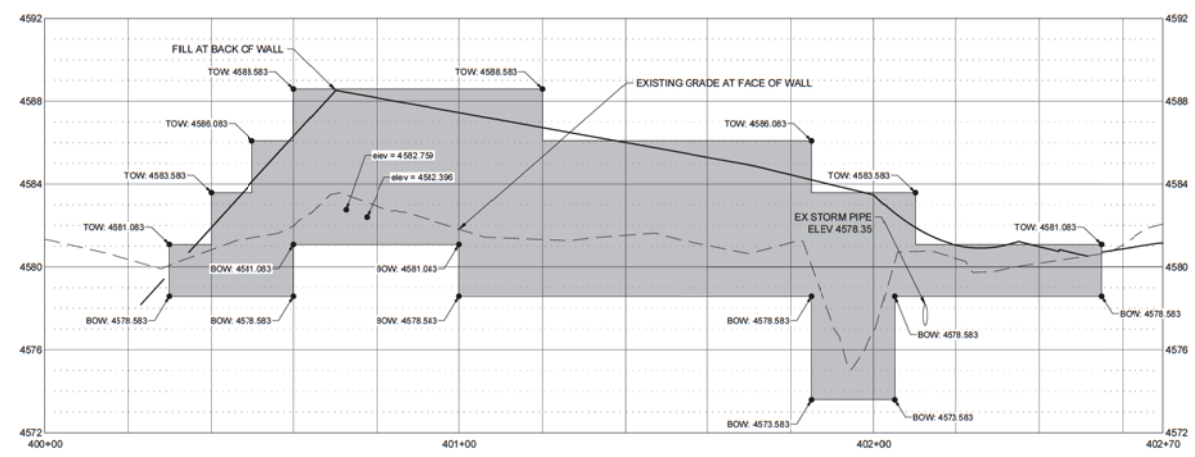
**PAY ITEMS**

S501-15A	RETAINING WALL 235 FT., STA. 400+20.00 TO STA. 402+55.00
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NO.	REVISIONS	DATE

**ALIGNMENT PROFILE - WALL F**



CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY  
RETAINING WALL PLAN AND PROFILE

DRAWN: PAG	CHECK: JDP
VERIFY SCALE: Scales based on 22"x34" prints	
1:12 inches	
PROJECT NO: 23697	PAGE: 25
SHEET NO: C-126	

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**GENERAL SHEET NOTES**

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
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**SHEET KEYNOTES**

- 1 CABLE ONE
- 2 CENTURYLINK
- 3 CITY OF POCATELLO - WATER
- 4 CITY OF POCATELLO - SEWER
- 5 CITY OF POCATELLO - STORM
- 6 CITY OF POCATELLO - IRRIGATION
- 7 DIRECT COMMUNICATIONS
- 8 IDAHO POWER
- 9 INTERMOUNTAIN GAS
- 10 SYRINGA NETWORKS
- R RETAIN AND PROTECT
- M MOVE AT UTILITY EXPENSE
- P MOVE AT PROJECT EXPENSE



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**CITY OF POCATELLO**

**MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY  
UTILITY PLAN**

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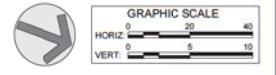
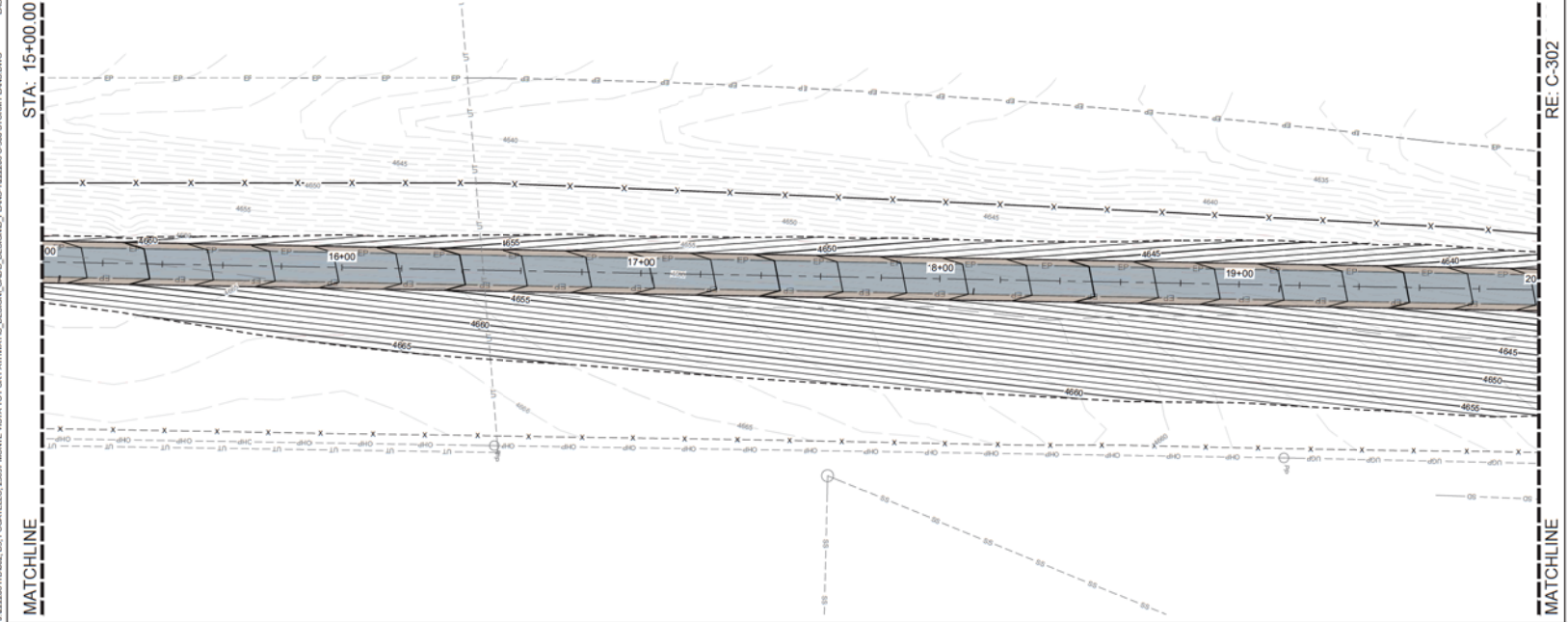
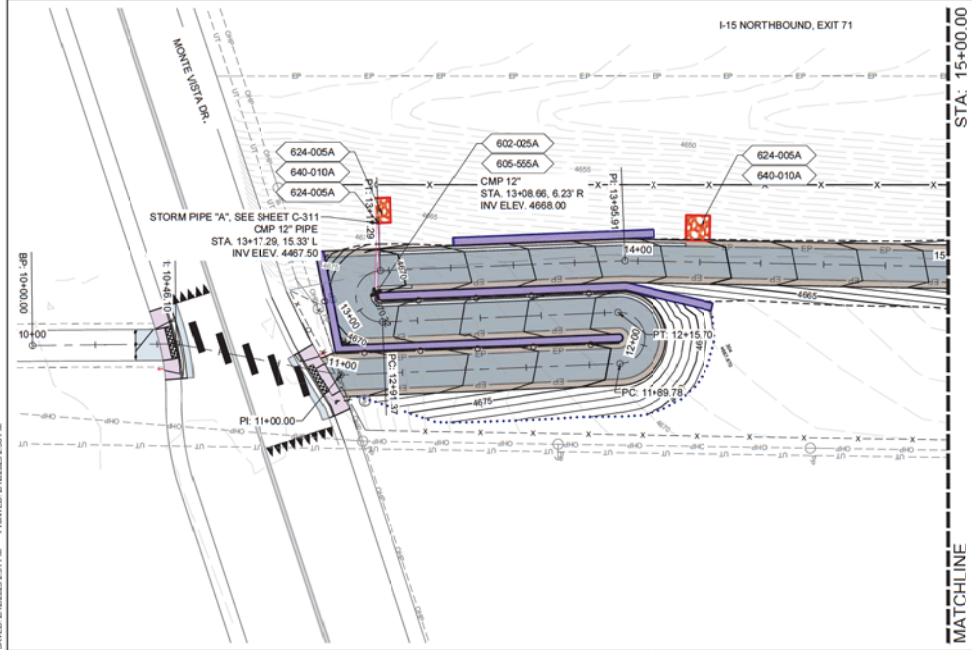
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1"=10' inches

PROJECT NO: 23697 PAGE: 26

SHEET NO: C-201





**GENERAL SHEET NOTES**

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**PAY ITEMS**

- 602-025A 12" PIPE CULVERT  
STA. 13+08.66, 7.00' L TO  
STA. 13+17.29, 9.50' R
- 605-555A CATCH BASIN TYPE 3  
STA. 12+91.37, 7.00' L
- 608-025A 12" APRON FOR PIPE  
STA. 13+17.29, 9.50' R
- 624-005A LOOSE RIPRAP  
STA. 13+15.46, 9.45' L TO  
STA. 13+21.29, 17.50' R AND  
STA. 14+15.37, 7.00' L TO  
STA. 14+23.37, 15.00' L
- 640-010A RIPRAP/EROSION CONTROL  
GEOTEXTILE  
STA. 13+15.46, 9.45' L TO  
STA. 13+21.29, 17.50' R AND  
STA. 14+15.37, 7.00' L TO  
STA. 14+23.37, 15.00' L



NO.	REVISIONS	DATE

CITY OF POCATELLO

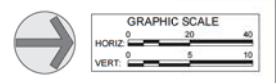
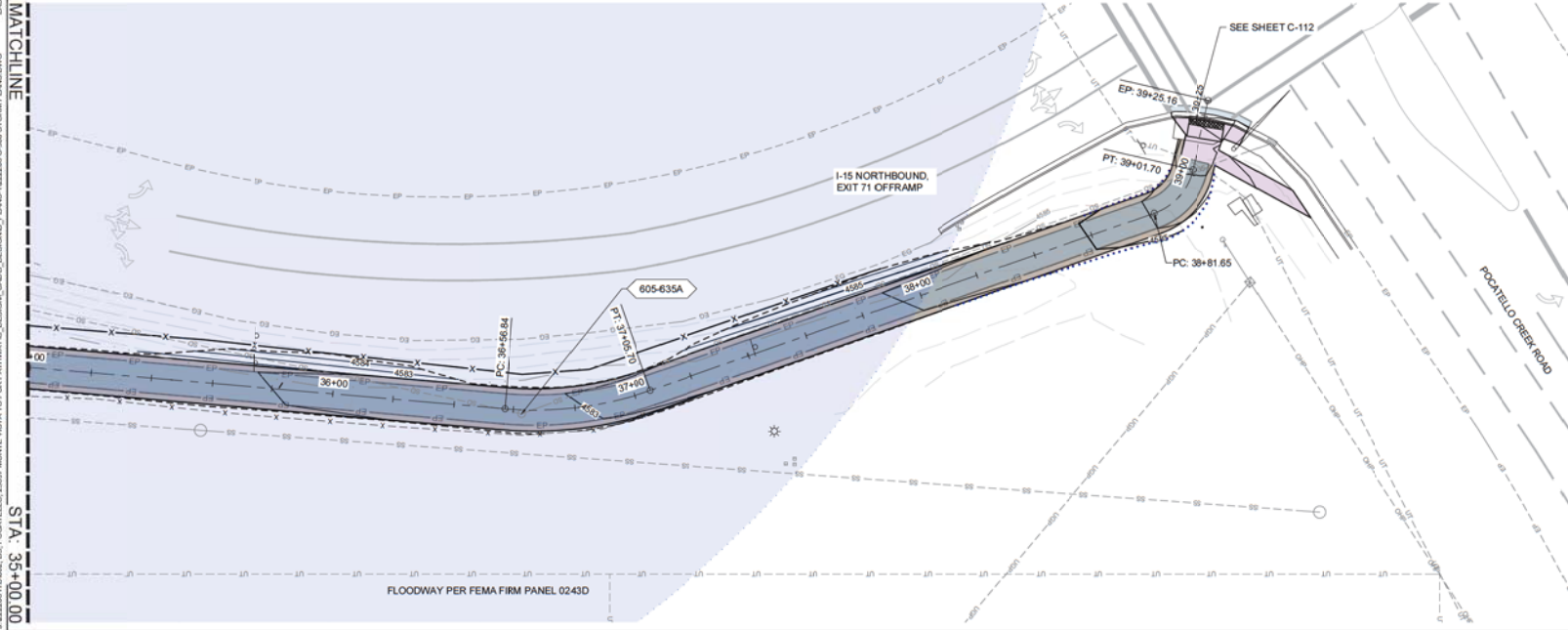
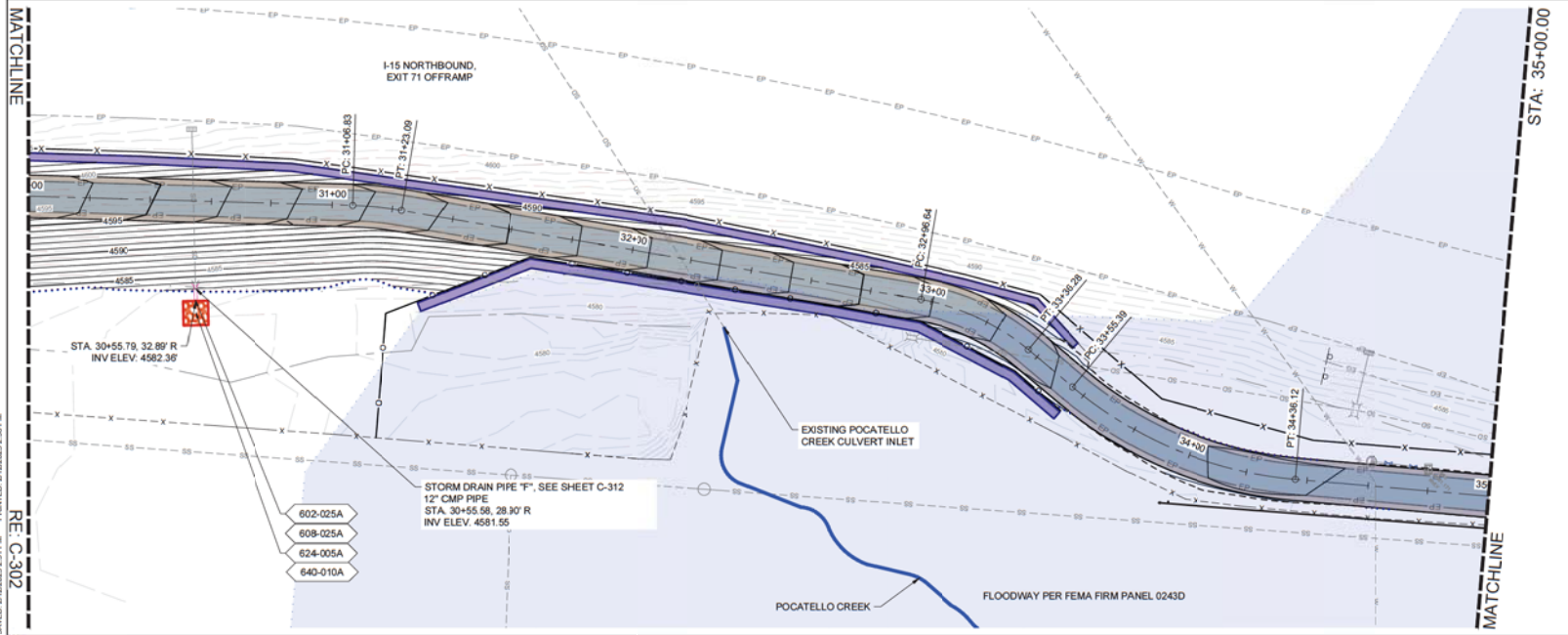
MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY  
STORM PLANS STA. 11+00 - STA. 20+00

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VERIFY SCALE: Scales based on 22"x34" prints	
1:12 (inches)	
PROJECT NO: 23697	PAGE 27
SHEET NO. C-301	

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**GENERAL SHEET NOTES**

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**PAY ITEMS**

- 602-025A 12" PIPE CULVERT  
STA. 30+55.53, 27.90' R TO  
STA. 30+56.14, 39.88' R
- 605-635A ADJUST MANHOLE COVERS  
STA. 36+62.79, 1.25' R
- 608-025A 12" APRON FOR PIPE  
STA. 30+55.79, 32.89' R
- 624-005A LOOSE RIPRAP  
STA. 30+51.79, 33.09' R TO  
STA. 30+52.20, 41.08' R AND  
STA. 30+59.78, 32.69' R TO  
STA. 30+60.19, 40.68' R
- 640-010A RIPRAP/EROSION CONTROL  
GEOTEXTILE  
STA. 30+51.79, 33.09' R TO  
STA. 30+52.20, 41.08' R AND  
STA. 30+59.78, 32.69' R TO  
STA. 30+60.19, 40.68' R



NO.	REVISIONS	DATE

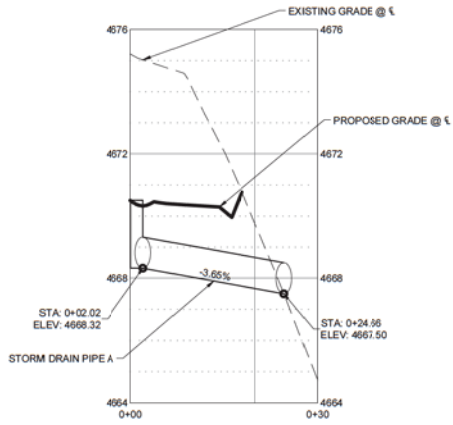
CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY  
STORM PLANS STA. 30+00 - STA. 39+05

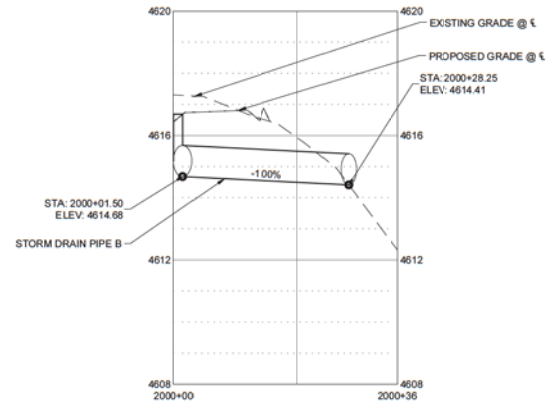
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SHEET NO: C-303	

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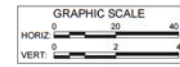
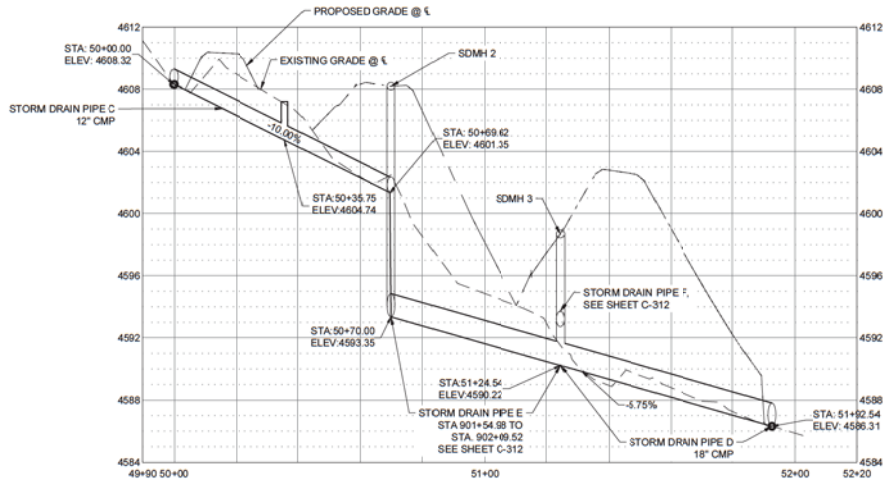
### STORM PROFILE A



### STORM PROFILE B



### STORM PROFILE C AND D



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NO.	REVISIONS	DATE

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CITY OF POCATELLO

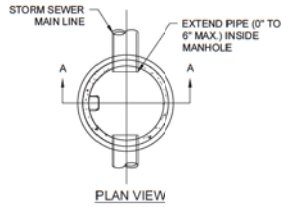
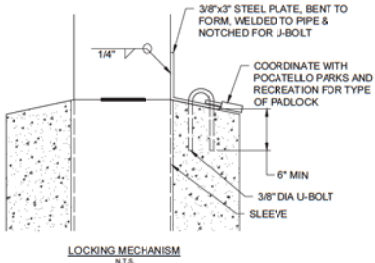
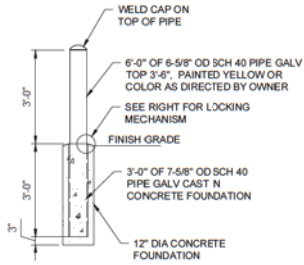
MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY  
 DRAINAGE PIPE PROFILE

DRAWN: PAG	CHECK: JDP
VERIFY SCALE: Scales based on 22"x34" prints	
1:12 inches	
PROJECT NO: 23697	PAGE: 30
SHEET NO: C-311	

J:\2023\170402\_01\_POCATELLO\_288P MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY DESIGN\_CADD\_DESIGN\PLANES\022306\_C-300 DRAINAGE PIPE.DWG  
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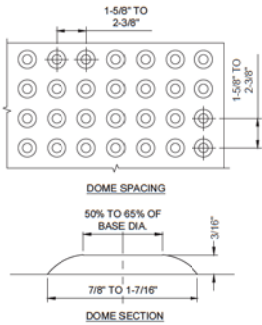






NOTES:  
1. 4'-0" OR GREATER DEPTH, PIPE DIA. < 24"

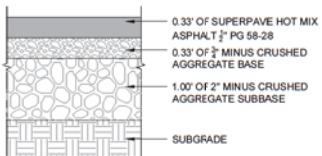
**C0121** BOLLARD REMOVABLE  
12" x 1'-0"



NOTES:

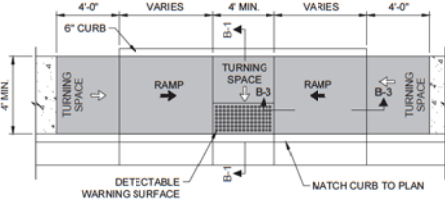
1. DETECTABLE WARNING SURFACE SHALL BE REPLACEABLE AND 24" WIDE IN THE DIRECTION OF TRAVEL AND EXTEND THE FULL WIDTH OF THE CURB RAMP, LANDING OR BLEND TRANSITION.
2. DETECTABLE WARNING SURFACES CONSIST OF TRUNCATED DOMES ALIGNED IN A SQUARE OR RADIAL GRID PATTERN.
3. DETECTABLE WARNING DOMES SHALL BE PRE-MANUFACTURED UNITS INTEGRALLY CAST INTO CONCRETE RAMP TO ACHIEVE THE TRUNCATED DOME DIMENSIONS AND SPACING SHOWN IN PLAN. INSTALL IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
4. METHODS OF CONSTRUCTION AND COLORATION MUST BE APPROVED BY THE OWNER PRIOR TO INSTALLATION. SUBMIT STANDARD MANUFACTURER'S COLOR TO OWNER FOR COLOR SELECTION. SURFACES SHALL CONTRAST VISUALLY WITH ADJACENT WALKING SURFACES EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT.

**C1500** DETECTABLE WARNING FOR PEDESTRIAN ACCESS  
N.T.S.



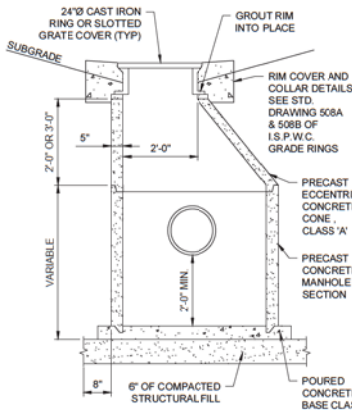
- NOTES:
1. SEE SPECIFICATIONS FOR MATERIALS AND CONSTRUCTION REQUIREMENT.
  2. PREPARE SUBGRADE IN ACCORDANCE WITH SPECIFICATIONS.

**C1005** ASPHALT PAVEMENT - PATCH BACK SECTION  
N.T.S.



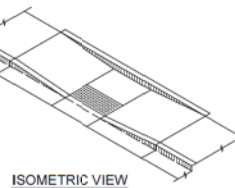
NOTE: SEE C1520 PEDESTRIAN CURB RAMP TYPE 'B' - SECTIONS & NOTES FOR MORE INFORMATION.

**C1521** PEDESTRIAN CURB RAMP - TYPE 'B1' LAYOUT  
N.T.S.

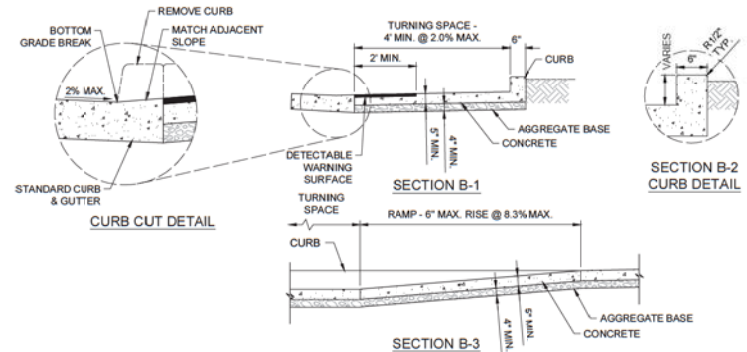


**C5002** STANDARD STORM SEWER MANHOLE  
N.T.S.

- LEGEND
- ◁ 2.0% MAX SLOPE ALL DIRECTIONS
  - ◁ 6" MAX RISE @ 8.3% MAX. SLOPE
  - ◁ 2.0% OR FLATTER CROSS SLOPE
  - CONCRETE - 5" THICK
  - ▨ SIDEWALK



ISOMETRIC VIEW

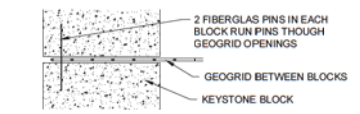
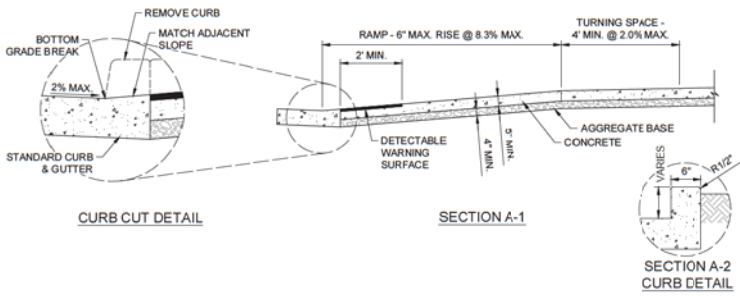


NOTES:

1. THESE SECTIONS AND NOTES ARE RELATED TO ALL TYPE 'B' PEDESTRIAN CURB RAMPS (PARALLEL STYLE). SEE LAYOUT DETAIL FOR MORE INFORMATION.
2. 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.
3. ALL CONCRETE ADJOINING THE RADIUS WITHIN AND AROUND THE RAMPS TO BE 5" THICK WITH 4" OF 3/4" AGGREGATE BASE.
4. ALIGN ALTERNATING CURB AND SIDEWALK JOINTS. CONSTRUCT JOINTS APPROXIMATELY 1/8" WIDE AND 3/4" IN DEPTH.
5. ALL RAMP SURFACES TO BE 8.3% (12:1) MAXIMUM SLOPE TO CONFORM WITH ADA REQUIREMENTS.
6. THE RAMP THROAT WIDTH TO BE 4' MINIMUM MEASURED PERPENDICULAR TO THE THROAT DEPTH OF THE RAMP.
7. PROVIDE A 4x4 TURNING SPACE (LANDING) AT TOP AND BOTTOM WITH A 2.0% OR FLATTER SLOPE IN EACH DIRECTION. TURNING SPACES MAY OVERLAP WITH OTHER TURNING SPACES AND CLEAR SPACE.
8. THE CROSS SLOPE OF THE RAMP AND TURNING SPACE SHALL NOT EXCEED 2%. CROSS SLOPE IS MEASURED PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL.
9. 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.
10. ENSURE THAT THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF THE CURB RAMP RUNS DO NOT EXCEED TWO PERCENT.
11. 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 CONCING WITH A PEDESTRIAN CIRCULATION PATH.
12. 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 AND FLARES.
13. PROVIDE DETECTABLE WARNING SURFACE TO WARN PEDESTRIANS WHEN THE PEDESTRIAN ACCESS ROUTE ENTERS TRAFFIC. SEE "DETECTABLE WARNING SURFACE FOR PEDESTRIAN ACCESS" DETAIL FOR INSTALLATION AND LOCATION.

**C1520** PEDESTRIAN CURB RAMP TYPE 'B' - SECTIONS & NOTES  
N.T.S.

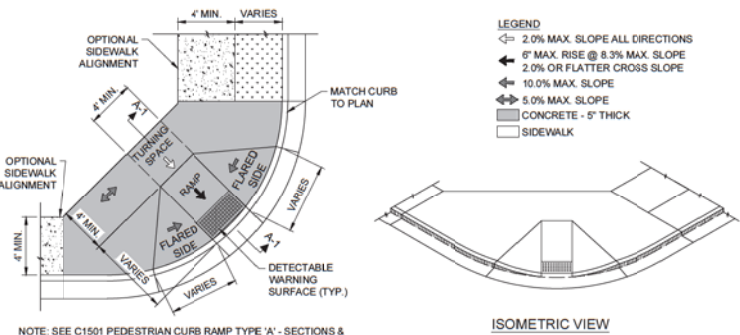
10/22/2016 10:00 AM MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY - POCATELLO, ID  
 LAST SAVE: 2017/05/23 11:13 AM  
 PRINTED: 2017/05/23 11:13 AM



- NOTES:**
- RETAINING WALL SHALL BE CONSTRUCTED OF KEYSTONE RETAINING WALL SYSTEM BLOCKS AS MANUFACTURED BY CONTECH CONSTRUCTION PRODUCTS OR AN APPROVED EQUAL. BLOCKS SHALL BE KEYSTONE - COMPAC BLOCKS, OR APPROVED EQUAL, WITH THE FOLLOWING CHARACTERISTICS:  
- SIZE = 8" x 18" W x 12" D  
- EXPOSED FACE AREA = 1 SQ FT  
- WEIGHT = 85 LBS
  - TOP OF RETAINING WALLS WILL BE CAPPED WITH STANDARD 4" CAPPING BLOCKS AS SUPPLIED BY THE RETAINING WALL BLOCK MANUFACTURER.
  - SLOPE RETAINING WALLS TO DRAIN AWAY FROM GRADE BREAK AS INDICATED BY ARROWS.

**C2211 GEOGRID ANCHORING**  
N.T.S.

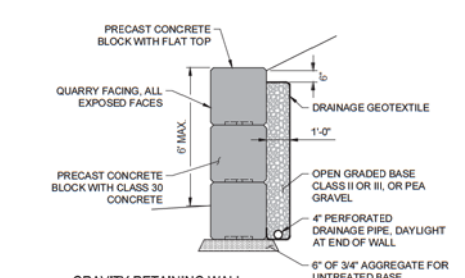
- NOTES:**
- THESE SECTIONS AND NOTES ARE RELATED TO ALL TYPE 'A' PEDESTRIAN CURB RAMPS (PERPENDICULAR STYLE). SEE LAYOUT DETAIL FOR MORE INFORMATION.
  - PERPENDICULAR CURB RAMPS HAVE A RAMP THAT CUTS THROUGH THE CURB AT RIGHT ANGLES OR MEETS THE GUTTER GRADE BREAK AT RIGHT ANGLES WHEN THE CURB IS CURVED. THE RAMP AND CURB MAY ALSO MEET A SKEW WHEN THE RAMP IS ALIGNED WITH THE PATH OF THE PEDESTRIAN TRAFFIC.
  - ALL CONCRETE ADJOINING THE RADIUS WITHIN AND AROUND THE RAMPS TO BE 5" THICK WITH 4" OF 3/4" AGGREGATE BASE.
  - ALIGN ALTERNATING CURB AND SIDEWALK JOINTS. CONSTRUCT JOINTS APPROXIMATELY 1/8" WIDE AND 3/4" IN DEPTH.
  - ALL RAMP SURFACES TO BE 8.3% (12:1) MAXIMUM SLOPE TO CONFORM WITH ADA REQUIREMENTS.
  - THE RAMP THROAT WIDTH TO BE 4" MINIMUM MEASURED PERPENDICULAR TO THE THROAT DEPTH OF THE RAMP.
  - PROVIDE A 4X4" TURNING SPACE (LANDING) AT TOP AND BOTTOM WITH A 2.0% OR FLATTER SLOPE IN EACH DIRECTION. TURNING SPACES MAY OVERLAP WITH OTHER TURNING SPACES AND CLEAR SPACE.
  - THE CROSS SLOPE OF THE RAMP AND TURNING SPACE SHALL NOT EXCEED 2%. CROSS SLOPE IS MEASURED PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL.
  - 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.
  - ENSURE THAT THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF THE CURB RAMP RUNS DO NOT EXCEED TWO PERCENT.
  - 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.
  - 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.
  - 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 AND FLARES.
  - PROVIDE DETECTABLE WARNING SURFACE TO WARN PEDESTRIANS WHEN THE PEDESTRIAN ACCESS ROUTE ENTERS TRAFFIC. SEE 'DETECTABLE WARNING SURFACE FOR PEDESTRIAN ACCESS' DETAIL FOR INSTALLATION AND LOCATION.



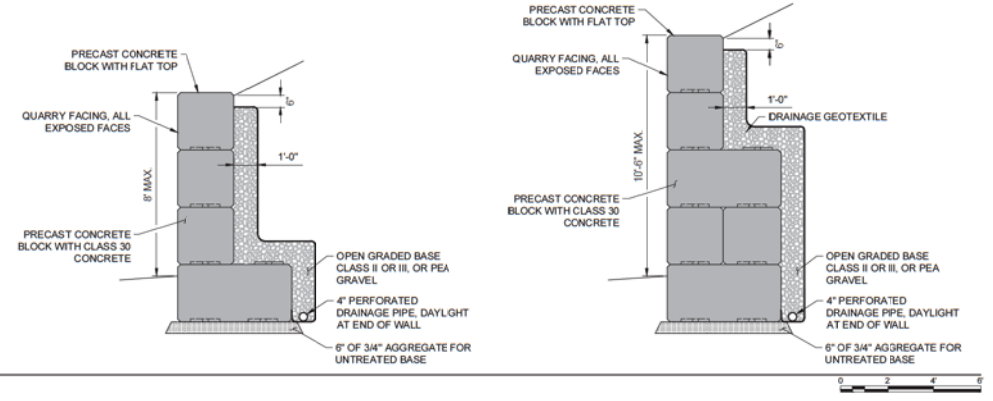
**C1504 PEDESTRIAN CURB RAMP - TYPE 'A3' LAYOUT**  
N.T.S.

**C1501 PEDESTRIAN CURB RAMP TYPE 'A' - SECTIONS & NOTES**  
N.T.S.

- BASIS OF DESIGN:**
- ULTRABLOCK
  - ALTERNATE ACCEPTABLE BLOCKS  
A. REDI-ROCK  
B. VERTIBLOCK
- NOTES:**
- INSTALL BLOCKS ON LEVELED AND COMPACTED SUBGRADE.
  - COMPACT SUBGRADE TO 1-FOOT DEPTH TO 95% OF AASHTO T-99



**C2251 GRAVITY RETAINING WALL**  
3/8" = 1'-0"

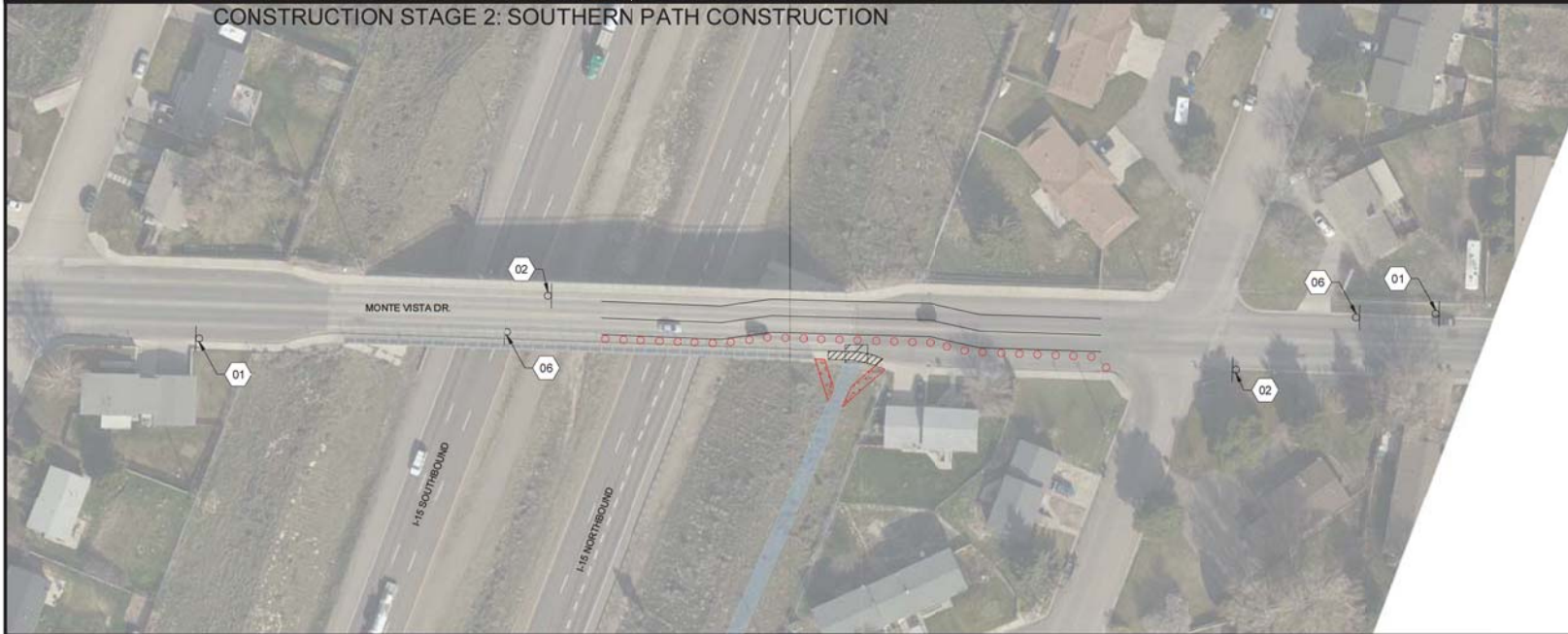
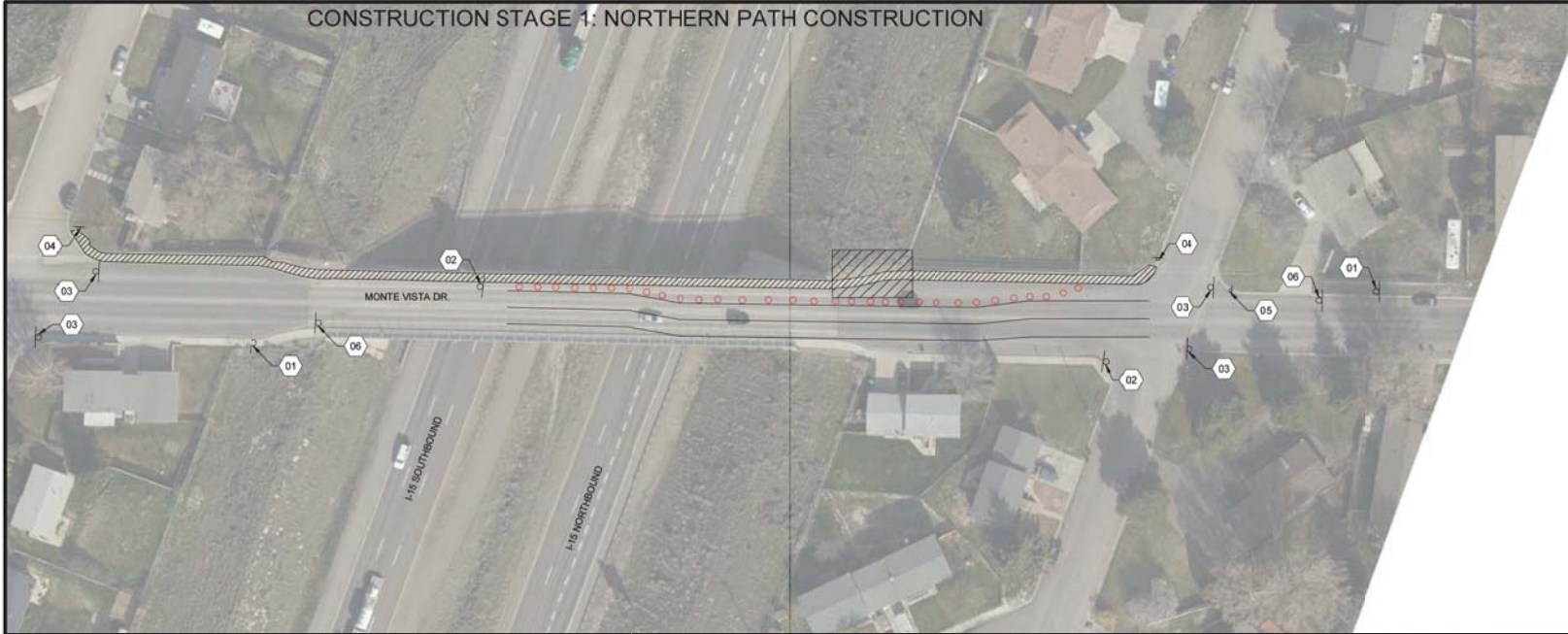


NO.	REVISIONS	DATE

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JOB: 1072296 CAD: POCATELLO



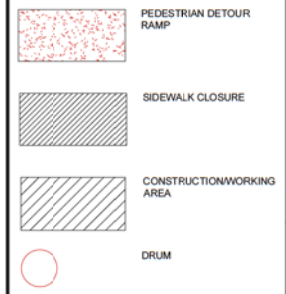


**GENERAL SHEET NOTES**

- EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
- FURNISH MATERIALS WHERE "INSTALL," "PLACE" OR "CONSTRUCT" IS REQUIRED UNLESS NOTED OTHERWISE.
- AREAS DISTURBED BY CONSTRUCTION WHERE SURFACE REPAIR IS NOT INDICATED MUST BE RESTORED TO CONDITIONS FOUND PRIOR TO CONSTRUCTION. THIS COST WILL BE INCIDENTAL TO THE CONTRACT.

**PAY ITEMS**

- 626-010A TEMPORARY TRAFFIC CONTROL SIGNS
  - 01 W20-1 (300 FEET)
  - 02 G20-2
  - 03 R9-8
  - 04 R9-10
  - 05 R9-11
  - 06 W3-5
- 626-035A BARRICADE TY 2
- 626-050A DRUMS



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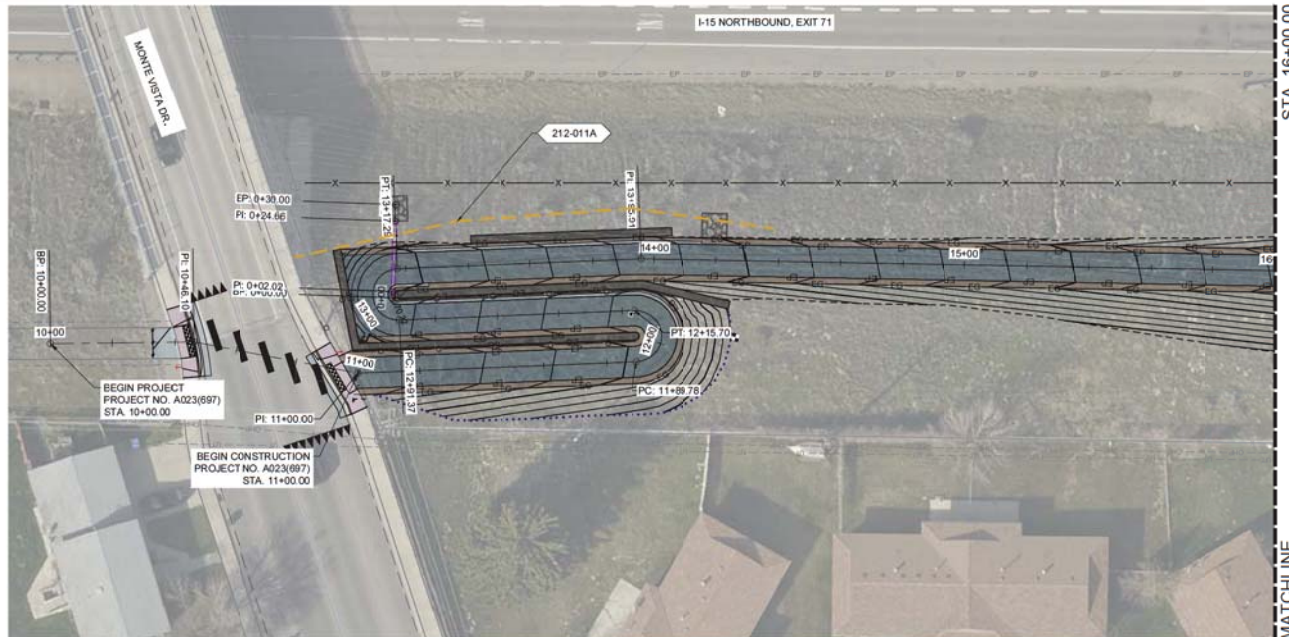
CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK  
ROAD PATHWAY  
TEMPORARY TRAFFIC CONTROL PLAN

DRAWN: NM	CHECK: JDP
VERIFY SCALE: Scales based on 22"x34" prints	
PROJECT NO: 23697	PAGE: 34
SHEET NO: C-601	



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**GENERAL SHEET NOTES**

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**PAY ITEMS**

- 212-011A FIBER WATTLE  
 STA. 13+07.54, 27.01' L TO  
 STA. 14+38.19, 10.63' L  
 STA. 16+13.21, 7.00' R TO  
 STA. 21+34.36, 13.21 R



**KELLER ASSOCIATES**  
 305 North 3rd Avenue  
 Pocatello, ID 83201  
 (208) 238-2160

*Open A. Gentry*  
 21932  
 2/22/2025  
 SEER A. GUTREY

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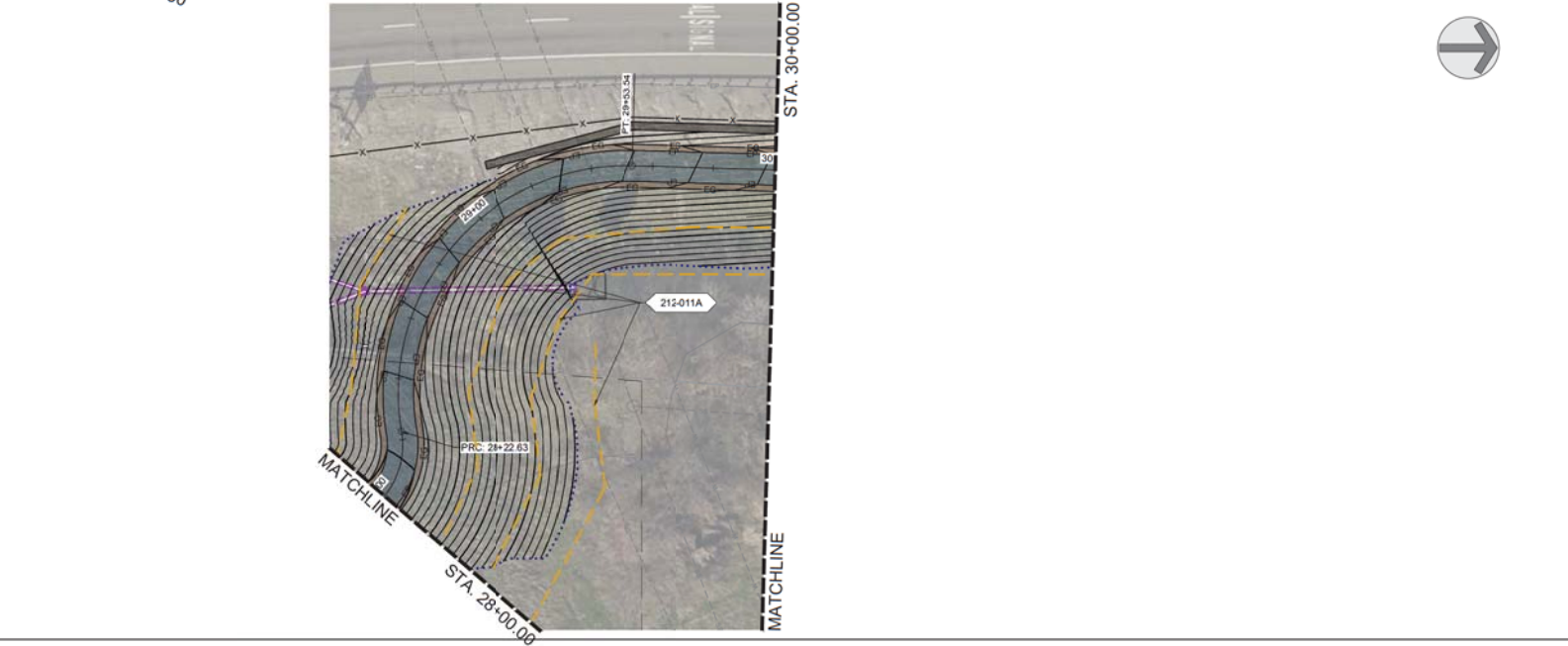
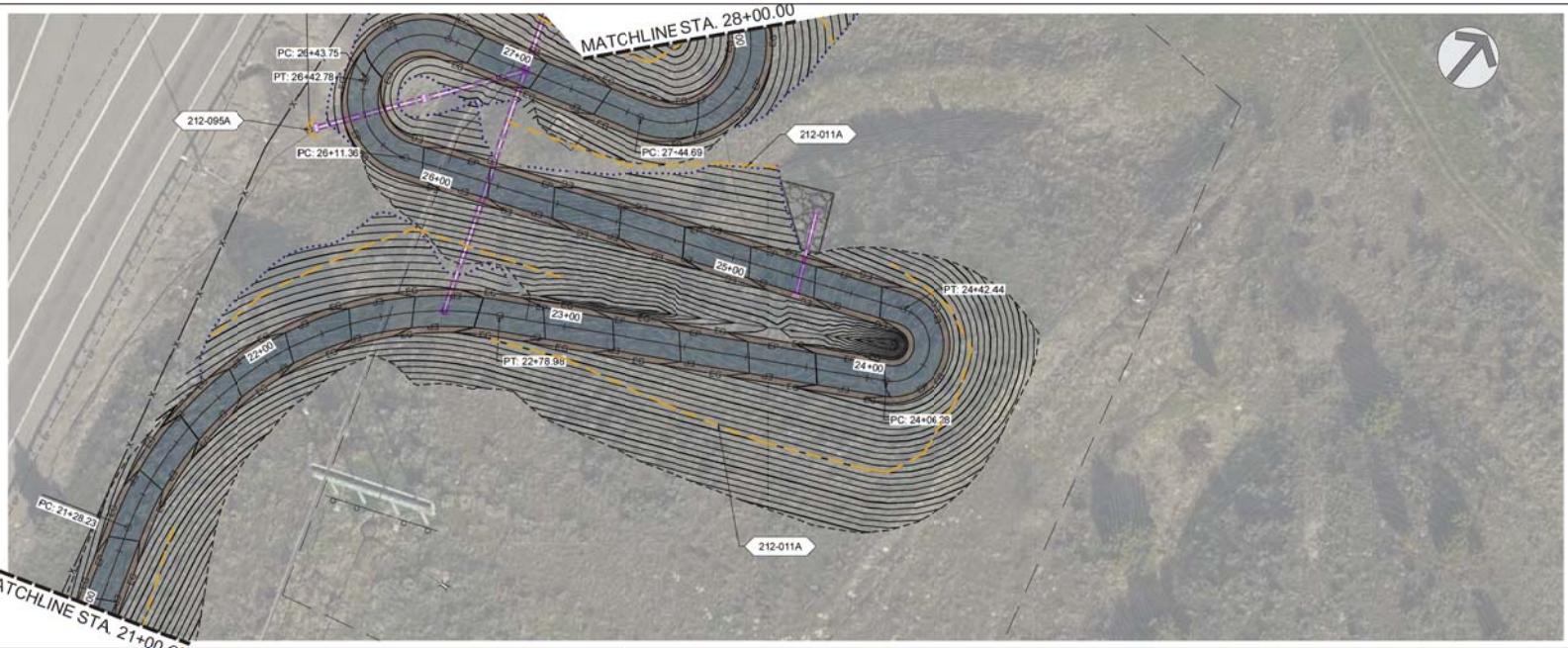
**CITY OF POCATELLO**

**MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY  
 EROSION & SEDIMENT CONTROL PLAN  
 STA. 10+00 - STA. 20+00**

DRAWN: PAG	CHECK: JDP
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PROJECT NO: 23697	PAGE: 35
SHEET NO: C-701	



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**GENERAL SHEET NOTES**

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- FURNISH MATERIALS WHERE "INSTALL," "PLACE" OR "CONSTRUCT" IS REQUIRED UNLESS NOTED OTHERWISE.
- AREAS DISTURBED BY CONSTRUCTION WHERE SURFACE REPAIR IS NOT INDICATED MUST BE RESTORED TO CONDITIONS FOUND PRIOR TO CONSTRUCTION. THIS COST WILL BE INCIDENTAL TO THE CONTRACT.

**PAY ITEMS**

212-011A	FIBER WATTLE STA. 16+13.21, 7.00 R TO STA. 21+34.36, 13.221 R STA. 21+40.32, 16.97 L TO STA. 22+96.09, 15.64 L STA. 22+77.08, 8.22' R TO STA. 24+50.00, 13.53R STA. 26+70.83, 23.80 L TO STA. 28+87.15, 19.27 L STA. 27+05.03, 17.43' R TO STA. 27+73.07, 27.03 R STA. 27+95.52, 26.93 R TO STA. 30+00.00 STA. 27+99.56, 63.51' R TO STA. 29+10.03, 34.86 R
212-095A	INLET PROTECTION STA. 26+31.65, 18.71 L



NO.	REVISIONS	DATE

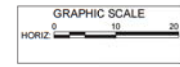
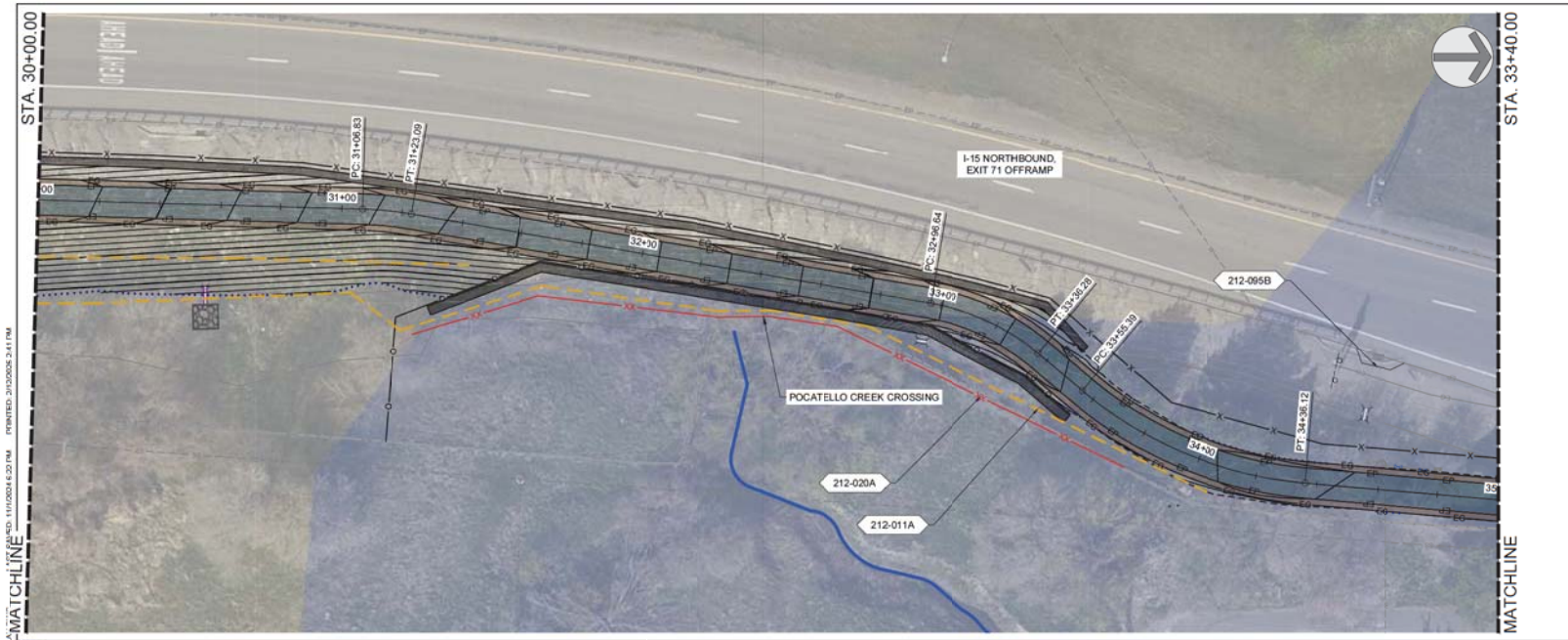
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**CITY OF POCATELLO**

**MONTE VISTA TO POCATELLO CREEK  
 ROAD PATHWAY  
 EROSION & SEDIMENT CONTROL PLAN  
 STA. 20+00 - STA. 30+00**

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1/12 inches	
PROJECT NO: 23697	PAGE: 36
SHEET NO: C-702	





**GENERAL SHEET NOTES**

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- FURNISH MATERIALS WHERE "INSTALL," "PLACE" OR "CONSTRUCT" IS REQUIRED UNLESS NOTED OTHERWISE.
- AREAS DISTURBED BY CONSTRUCTION WHERE SURFACE REPAIR IS NOT INDICATED MUST BE RESTORED TO CONDITIONS FOUND PRIOR TO CONSTRUCTION. THIS COST WILL BE INCIDENTAL TO THE CONTRACT.

**PAY ITEMS**

- 212-011A FIBER WATTLE  
STA. 30+00.00 TO  
STA. 31+44.55, 13.34' R  
STA. 30+00.00 TO  
STA. 34+06.04, 9.57' R
- 212-020A SILT FENCE  
STA. 31+30.00, 39.00' R TO  
STA. 33+80.00, 13.00' R
- 212-095B INLET PROTECTION  
STA. 34+56.09, 40.28' L AND  
STA. 39+15.27, 22.94' R

FLOODWAY



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**CITY OF POCATELLO**

**MONTE VISTA TO POCATELLO CREEK  
ROAD PATHWAY  
EROSION & SEDIMENT CONTROL PLAN  
STA. 30+00 - STA. 39+40**

DRAWN: FAG	CHECK: JDP
VERIFY SCALE: Scaleless based on 22"x34" prints	
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SHEET NO: C-703	

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