PROJECT MANUAL

February 15, 2019

15th STREET UTILITY UNDERGROUNDING AND CONDUIT BANK

BIDS DUE: MARCH 14, 2019 3:00 P.M. local time

OWNER'S REPRESENTATIVES / PROJECT CONSULTANTS

OWNER'S REPRESENTATIVE
MATT EDMOND
CAPITAL CITY DEVELOPMENT CORP.
121 N. 9TH STREET, SUITE 501
BOISE, IDAHO 83702
208-384-4264
208-319-1221 (DIRECT)

PROJECT ENGINEER
RICARDO ZAVALA
QUADRANT CONSULTING, INC.
1904 WEST OVERLAND ROAD
BOISE, IDAHO 83705
208-343-0091

OWNER'S CONTRACTS SPECIALIST
KATHY WANNER, CPPB
CAPITAL CITY DEVELOPMENT CORP.
121 N. 9TH STREET, SUITE 501
BOISE, IDAHO 83702
208-384-4264

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SECTION 00 11 16 INVITATION TO BID

February 15, 2019

Capital City Development Corporation (CCDC) invites submission of sealed bids for the **15TH STREET UTILITY UNDERGROUNDING AND CONDUIT BANK PROJECT**, in accordance with the formal bid process outlined in Idaho Code § 67-2805(2)(a). A Public Works Contractors License issued by the State of Idaho is required to bid on this work.

In accordance with the plans and specifications, the work shall consist of furnishing and installing underground power service lines, telecommunication conduit, and related equipment between Idaho Power facilities and the buildings served.

Bids will be prepared per the specifications detailed within the Project Manual. The Project Manual and the Drawings are being made available at the following locations:

- Capital City Development Corp., 121 N 9th St., Suite 501, Boise, ID 83702 and online at www.ccdcboise.com
- Associated General Contractors, 1649 W. Shoreline Drive, Suite 100, Boise, ID 83702
- Idaho Blueprint & Supply Co., 619 W. Main Street, Boise, Idaho 83702

Sealed bids will be received at the offices of CCDC, 121 N. 9th Street, Suite 501, Boise, Idaho 83702 until **3:00 p.m. local time March 14, 2019**, at which time the bids will be publicly opened and read aloud. Following the Bid Opening, the bid results will be posted on the CCDC website.

CCDC reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of CCDC. The issuance of the Invitation to Bid and the receipt and evaluation of sealed bids does not obligate CCDC to award a contract. CCDC will pay no costs incurred by Bidders in responding to this Invitation to Bid. CCDC may in its discretion cancel this process at any time prior to execution of a contract without liability.

Bid Security in the form of a bid bond, certified check, cashier's check, or cash in the amount of 5% of the amount of the bid is REQUIRED.

A **Pre-Bid Meeting** will be held at 2:00 p.m. on February 27, 2019 at the project site. Meet at 15th & Front Street in the parking lot behind Boise Fire Station #5. CCDC strongly recommends attendance by the Bidders.

CCDC appreciates your interest in meeting the needs of the agency and the citizens of Boise.

Kathy Wanner

Kathy Wanner | CPPB, Contracts Specialist

CAPITAL CITY DEVELOPMENT CORP

END OF SECTION 00 11 16

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

1. BID SUBMISSION

The submission package or envelope must be sealed and plainly marked for delivery as follows:

Capital City Development Corporation
Attn: **15TH STREET UTILITY UNDERGROUNDING AND CONDUIT BANK PROJECT**
121 N. 9th Street, Suite 501
Boise, Idaho 83702

Indicate "SEALED BID ENCLOSED" on the outside envelope.

One (1) SIGNED original bid is required – unsigned bids will not be accepted. Late or incomplete submissions will not be accepted. Email or fax submissions will not be accepted. Bidder assumes full responsibility for the timely delivery of its bid to CCDC.

The Bidder will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this bid invitation. All materials and documents submitted in response to this bid invitation become the property of CCDC and will not be returned.

2. GENERAL CONDITIONS

2.1 Intent of Bid/Proposal

It is the intent of this Invitation to Bid to define requirements in sufficient detail to secure comparable Bids. Bids shall be in accordance with Bid document requirements. Bids not conforming to the requested format or not in compliance with the specifications will be considered non-responsive.

CCDC reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Code Title 50, Chapter 20 (Idaho Urban Renewal Law) and Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions). CCDC reserves the right to waive any formalities or defects as to form, procedure, or content with respect to its Bid Invitation and any irregularities in the Bids received, to request additional data and information from any and all Bidders, to reject any submissions based on real or apparent conflict of interest, to reject any submissions containing inaccurate or misleading information, and to accept the proposal that is in the best interest of CCDC. The issuance of this Bid Invitation and the receipt and evaluation of sealed bids does not obligate CCDC to award a contract. CCDC may in its discretion cancel this process at any time prior to execution of a contract without liability.

2.2 Public Records

CCDC is a public agency. All documents in its possession are public records subject to disclosure under the Idaho Public Records Act, Title 74, Chapter 1, Idaho Code, and will be available for inspection and copying by any person.

If any Respondent claims any part of its submission is exempt from disclosure under the Idaho Public Records Act, Respondent must: A.) Indicate by marking the pertinent document "CONFIDENTIAL"; and B.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire submission as "Confidential" is not in accordance with the

Idaho Public Records Act and will not be honored. CCDC, to the extent allowed by law and in accordance with these Instructions, will honor a designation of nondisclosure. By claiming material to be exempt from disclosure under the Idaho Public Records Act, Respondent expressly agrees to defend, indemnify, and hold CCDC harmless from any claim or suit arising from CCDC's refusal to disclose such materials. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel prior to submission.

2.3 Form of Agreement
Unless otherwise specified in the bid documents, the form of the Contract will be a Standard Agreement and General Conditions Between Owner and Constructor, as modified by CCDC.

2.4 Performance and Payment Bond
A performance bond and payment bond are required for this Project, each in an amount of not less than one hundred percent (100%) of the Contract Price. The performance and payment bonds shall be AIA Document A312, 1984 or the most recent Edition, or a standard surety form certified approved to be the same as the AIA A312 form and shall be executed by a surety or sureties reasonably acceptable to CCDC and authorized to do business in the State of Idaho. Bonds must be provided within ten (10) calendar days following receipt of a Notice of Intent to Award.

2.5 Taxes
CCDC is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by CCDC. Items purchased by CCDC and used by a contractor are subject to Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's Bid pricing.

3. SUBMISSION PROCESS

3.1 All Forms to be Submitted
Bidders must submit the following completed forms with original signatures in ink. Failure to submit all forms along with a Bid Security will render any Bid non-responsive and void.

00 41 13 Bid Form
00 43 22 Unit Prices Bid Form
00 45 46 Contractor's Affidavit Concerning Taxes

3.2 Request for Clarification; Objections to Specifications or Process;
Any Bidder who wishes to request clarifications or object to specifications or bidding procedures outlined in this Invitation to Bid may submit a written notification to Kathy Wanner, CCDC Contracts Specialist: kwanner@ccdcboise.com. The notification will state the exact nature of the clarification or protest, describing the location of the protested portion or clause in the Bid/Proposal documents, and explaining why the provision should be struck, added, or altered, and contain suggested corrections. CCDC may deny the objection, modify the Project Manual, and/or reject all or part of the objection. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on CCDC or the Bidder.

Deadline for Questions and Clarifications:	5:00 p.m. March 6, 2019
Deadline for Objections to Specs / Bidding:	5:00 p.m. March 11, 2019

3.3 Addenda
In the event it becomes necessary to revise any part of the bid documents, written addenda will be issued. Addenda will be made available by way of the cloud-based Dropbox website. It is the bidder's responsibility to check for addenda prior to submitting a bid. Bidders are required to acknowledge receipt of all addenda in the space provided on the bid proposal form. Failure to do so may result in the bid being declared non-responsive. No addenda will be issued fewer than four (4) business days before the submission deadline unless the deadline is extended.

3.4 Time for Submission
Bids must be submitted by the time specified in the Invitation to Bid. Late bids will be rejected.

3.5 Bid and Price Guarantee
A submitted Bid must remain open for sixty (60) days.

3.6 Bid Modification; Bid Withdrawal
A Bid may be modified or withdrawn by the Bidder prior to the set date and time for the opening of Bids. Bids may not be modified or withdrawn after the bid opening.

3.7 Legal Residency Requirement
By submitting a bid, the bidder attests, under penalty of perjury, that he (the bidder) is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the bidder will be required to submit proof of lawful presence in the United States in accordance with Idaho Code § 67-7903.

3.8 Public Works Contractor's License Requirements
This Project is not financed in whole or in part by federal funds. Bids will be accepted from those Contractors only (prime contractors, subcontractors and/or specialty contractors) who, prior to the bid opening, hold current licenses as public works contractors in the State of Idaho. Idaho Code § 54-1902 requires that public works contractors and subcontractors have the appropriate Public Works License for the particular type of construction work involved, and the prime contractor must perform at least 20% of the work under contract. CCDC uses the Idaho Division of Building Safety's (DBS) online license database to verify that Bidders meet all PWC License requirements.

The Contractor will, in the space provided in the Bid Form, provide the names and addresses and Idaho Public Works Contractor's license number of each subcontractor that the Contractor will utilize for the construction, alteration or repair of the public works here involved, as required by Idaho Code § 67-2310. Failure to name subcontractors for plumbing, heating, air-conditioning, and electrical as required will render any Bid submitted by a general Contractor unresponsive and void.

4. BID SECURITY
All Bids must be accompanied by a bid security that is not less than five percent (5%) of the total Bid amount. The bid security shall be in the form of either cash; a cashier's check made out to CCDC; a certified check made out to CCDC; or a Bidder's bond executed by a surety company authorized to do business in the State of Idaho.

CCDC reserves the right, on the refusal or failure of the Successful Bidder to execute the CCDC contract or furnish the required proof of insurance and bonds, to award the contract for the Project to the next lowest qualified Bidder. If CCDC awards the CCDC contract to the next lowest qualified Bidder, the amount of the lowest qualified Bidder's bid security will be applied

by CCDC to the difference between the lowest responsive Bid for the Project and the next lowest responsive Bid for the Project, and the surplus, if any, shall be returned to the lowest Bidder if cash or check is used, or to the surety on the Bidder's bond if a bond is used, less reasonable administrative costs not to exceed twenty-five percent (25%) of the amount of the Bidder's bid security.

5. SELECTION CRITERIA

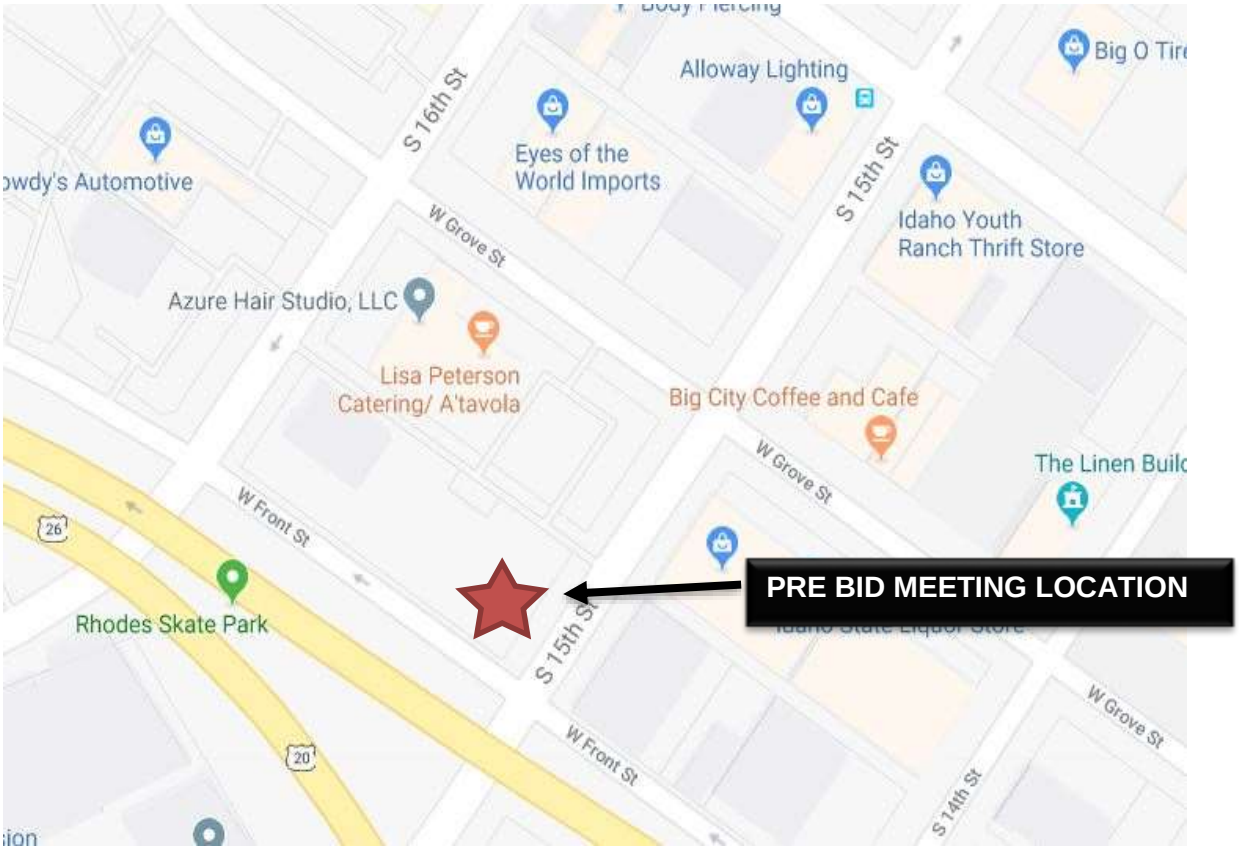
Selection will be based on the procurement rules set forth in Idaho Code § 67-2805(2)(a). CCDC has the right to waive or alter submission requirements or to reject any or all submissions, consistent with Idaho law. It is the bidder's responsibility to conform to all applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist bidders in meeting applicable requirements but is not exhaustive, and CCDC will not be responsible for any failure by any bidder to meet applicable requirements.

END OF SECTION 00 21 13

SECTION 00 25 13 PRE BID MEETING

A Pre-Bid Conference to discuss the 15th Street Utility Undergrounding and Conduit Bank Project will be held at **2:00 p.m. on FEBRUARY 27, 2019**, at the Project Site. Meet in the parking lot at 15th and Front Street, behind Boise Fire Station #5.

Attendance by the Bidders is strongly recommended but not required.



END OF SECTION 00 25 13

SECTION 00 31 00 AVAILABLE PROJECT INFORMATION

PRELIMINARY PROJECT SCHEDULE

Substantial Completion in fifty-six (56) days
Final Completion in twenty-one (21) days after Substantial Completion

CONCURRENT WORK IN THE AREA BY ACHD

15th Street, Front Street to State Street is on the ACHD's 2019 Downtown Boise Implementation Plan. ACHD plans on beginning work on the street rehabilitation projects in the downtown area in April 2019. The ACHD contractor will coordinate with CCDC's contractor on this project.

CONCURRENT WORK IN THE AREA BY IDAHO POWER

Idaho Power will be undergrounding the main transmission lines on 15th Street from Front Street to Bannock Street. CCDC's Contractor will need to coordinate scheduling and work in affected areas with Idaho Power's contractor (TBD).

VARIANCE REQUESTS

Project Engineer has received the necessary variances from Suez Water and Intermountain Gas Company to install the conduit bank on the east side of 15th Street.

A copy of each variance must remain on the Project site for the duration of the project. A copy of each variance is included in this Section and is also included in the construction drawings.

BOISE CITY EROSION CONTROL PLAN AND PERMIT (SWPPP)

Owner is aware that ACHD will require an Erosion Control Plan and Permit (SWPPP) for the 15th Street Utility Undergrounding and Conduit Bank Project. Project Engineer has prepared a Storm Water Pollution Prevention Plan (SWPPP) which is available at the following cloud-based location:

https://app.box.com/s/fj6ozg3ocbzgyxecf63w7pbpku30v40q

EPA NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT

Project Engineer has determined this permit is not required.

Variance Request

Company Name and Address: CCDC
121 N 9th St #501, Boise, ID 83702

Description of Work

Installation of a conduit bank for Boise City fiber optics. Conduit bank will be installed on the east side of 15th Street from Front Street to the alley North of Jefferson Street as shown on the attached plans.

Purpose for Request

This is a request for a variance to install the conduit bank on the east side of the street. On the west side of the street Idaho Power and ACHD have power and signal lines that take up most of the available real-estate.

A plan of the proposed work is attached.

All work will maintain a minimum of 5 feet horizontal separation and 1.5 feet vertical separation from existing water facilities.

A copy of this variance will be kept on site during construction activities.

I certify that I am the authorized utility company representative and request permission to construct the above facilities.

Ricardo Zavala
Applicant – Please print

Ricardo Zavala 1/14/18
Signature and Date

Permission is hereby granted to the above named applicant to perform the work described herein.

By: Roger F. Lucero

Entity: Suez

Title: Sr. Proj. Eng.

Date: 1/16/2019

VARIANCE REQUEST

ROAD NAME: 15TH

DESCRIPTION OF WORK TO BE DONE:
INSTALLING Conduit
Front to Jefferson

PURPOSE FOR REQUEST:
INSTALL Conduit on the east side of
the road

A PLAN OF PROPOSED WORK AND APPLICABLE TRAFFIC CONTROL PLANS ARE ATTACHED

I CERTIFY THAT I AM THE AUTHORIZED UTILITY COMPANY REPRESENTATIVE AND REQUEST PERMISSION TO CONSTRUCT THE ABOVE FACILITIES

COMPANY NAME AND ADDRESS

Quadrant Consulting
1904 W Overland Rd
Boise, ID 83705

Ricardo Zavala
APPLICANT-PLEASE PRINT

1-15-19
SIGNATURE OF AUTHORIZED REPRESENTATIVE AND DATE

PERMISSION IS HEREBY GRANTED TO THE ABOVE NAMED APPLICANT TO PERFORM THE WORK DESCRIBED ABOVE

BY: Michelle Simpson
TITLE: GIS Field Tech

ENTITY: Intermountain Gas Company
DATE: 1-15-19

END OF SECTION 00 31 00

SECTION 00 41 13 BID FORM

BID FORM

PROJECT: **15TH STREET UTILITY UNDERGROUNDING AND CONDUIT BANK**

THIS BID IS SUBMITTED TO:

Capital City Development Corporation
Attn: **15TH STREET UTILITY UNDERGROUNDING AND CONDUIT BANK PROJECT**
121 N. 9th Street, Suite 501
Boise, Idaho 83702

1.01 The undersigned Bidder proposes and agrees to enter into a Contract with CCDC in the form included in the Project Manual to perform all the Work as specified or indicated in the Project Manual for the prices indicated in this Bid and in accordance with the other terms and conditions of the Project Manual.

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

1.03 Within thirty (30) days from receiving a written notice of acceptance of this Bid, Bidder shall execute the Contract and shall deliver evidence of required insurance coverages and bonds in the amounts required by the Contract.

1.04 In submitting this Bid, Bidder represents, as set forth in the Contract and Project Manual, that:

a. Bidder has examined and understands the Project Manual and the following Addenda:

Addendum No.	Addendum Date
_____	_____
_____	_____

b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

c. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

d. Bidder has carefully studied: 1.) all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Project Manual; and 2.) all reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Project Manual.

e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Project Manual to be employed by Bidder, and safety precautions and programs incident thereto.

f. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Project Manual.

g. Bidder is aware of the general nature of work to be performed by CCDC and others at the Site that relates to the Work as indicated in the Project Manual.

h. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Project Manual, and all additional examinations, investigations, explorations, tests, studies, and data with the Project Manual.

i. Bidder has given CCDC written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Project Manual, and the written resolution thereof by CCDC is acceptable to Bidder.

j. The Project Manual is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

k. Bidder is responsible for ascertaining the existence of any addenda and the contents thereto.

1.5 Bidder represents that 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 agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CCDC.

1.6 Bidder will complete the Work in accordance with the Contract Documents for the lump sum given, which includes all taxes. Unit prices have been computed in accordance with the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.

1.7 Bidder agrees that the Work will be substantially completed and fully completed ready for final payment in accordance with General Conditions on or before the dates or within the number of calendar days indicated in the Contract Documents. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the times specified.

1.8 Bidder agrees to comply with Idaho Code § 44-1001 through 44-1006 regarding employment of Idaho residents.

1.9 The following documents are attached to and made a condition of this Bid: 1.) Required Bid security; 2.) Unit Prices Form, and 3.) Contractor's Affidavit Concerning Taxes.

Bidder agrees to include with the Bid the names and addresses and Idaho Public Works Contractor License numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract.

1.10 WAIVER & RELEASE: Bidder has read and fully accepts CCDC's discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process in response to the Invitation to Bid, including the right in its sole discretion and judgment for whatever reason it deems appropriate, at any time unless contrary to applicable state law, to:

a. Modify or suspend any and all aspects of the process seeking a contractor to construct Project.

b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to CCDC's Bid Invitation (any such person, entity, or group responding is, for convenience, hereinafter referred to as "Bidder"), and to ascertain the depth of Bidder's capability and experience for construction of Project and in any and all other respects to meet with and consult with any Bidder or any other person, entity, or group.

c. Waive any formalities or defects as to form, procedure, or content with respect to its Bid Invitation and any responses by any Bidder thereto.

d. Accept or reject any sealed Bid received in response to the Bid Invitation, including any sealed Bid submitted by the undersigned; or select any one submission over another.

e. Accept or reject all or any part of any materials, plans, drawings, implementation programs, schedules, phrasings and proposals or statements, including, but not limited to, the nature and type of Bid.

Bidder agrees that CCDC shall have no liability whatsoever, of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.

SUBCONTRACTORS

CCDC requires the names and addresses of subcontractors to whom work will be awarded, subject to approval of CCDC and Architect, and pursuant to Idaho Code § 67-2310. If such work is not required, Bidder will indicate "Not Applicable" in the list below. In the event that the general (Trade) contractor intends to self-perform the plumbing, HVAC, or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work. The general (Trade) contractor shall demonstrate compliance with this requirement by listing the valid contractor's license number for the plumbing, HVAC, or electrical work to be self-performed by the general contractor on the bid form.

Failure to name subcontractors as required by Idaho Code shall render any bid submitted unresponsive and void.

Plumbing _____

Address: _____

_____

Public Works License No. _____

Idaho Plumbing Contractors License No. _____

Heating & Air Conditioning _____

Address: _____

_____

Public Works License No. _____

Idaho HVAC Contractors License No. _____

Electrical _____

Address: _____

_____

Public Works License No. _____

Idaho Electrical Contractors License No. _____

BASE BID - OFFER

Bidder agrees to perform all the work described in the Drawings and Specifications for the total lump sum bid of:

_____

($_____) Dollars, lawful money of the United States.

[Show amount in both words and figures; in event of discrepancy, the amount in words shall govern.]

BID ALT #1 – OFFER

ADD: _____

($_____) Dollars, lawful money of the United States.

[Show amounts in both words and figures; in event of discrepancy, the amount in words shall govern.]

BID FORM SIGNATURE

SUBMITTED on _____, 2019.

X_____ _____

SIGNATURE | Idaho Public Works Contractor License No.

_____ _____

Print Name and Title | License Expiration Date

_____ _____

Contractor / Company | Federal Tax ID #

_____ _____

Address | E-mail Address

_____ _____

City, State, Zip | Phone No.

_____ _____

Fax No.

ATTENTION: Did you remember the Bid Security, Unit Prices Bid Form and Contractor's Affidavit Concerning Taxes?

- Bid Security in the form of a bid bond, certified check, cashier's check, or cash in an amount not less than five percent (5%) of the total amount of the bid is **REQUIRED.**
- Unit Prices Bid Form completed and signed is **REQUIRED**.
- Contractor's Affidavit Concerning Taxes is **REQUIRED**.

IF BID SECURITY, UNIT BID PRICES AND CONTRACTOR'S AFFIDAVIT ARE NOT INCLUDED, YOUR BID WILL BE CONSIDERED NON-RESPONSIVE.

END OF SECTION 00 41 13

SECTION 00 43 22 UNIT PRICES BID FORM
EXECUTE AND SUBMIT WITH BID

UNIT PRICES

All Bidders must provide unit prices for the items listed below. These unit prices apply to and shall be the same for Base Bid, Bid Alternates and any subsequent and approved Change Orders. Change Order unit prices for quantities in excess of the ranges stated below are subject to negotiation between CCDC and Contractor.

Schedule A: Change Order Unit Prices			
Item	**Amount**	**Unit of Measure**	**Basis of Amount**
1. Unclassified excavation below subgrade	$	CY	10 - 20 CY
2. Concrete sidewalk, complete, including prep.	$	SF	20 - 100 SF
3. Asphalt repair paving, complete, including prep.	$	SF	20 - 100 SF
4. Install standard 6” curb and gutter, including prep.	$	LF	10 - 20 LF
5. Saw cut asphalt / concrete paving	$	LF	10 - 50 LF
6. Sidewalk demolition and removal	$	SF	20 - 100 SF
7. Asphalt demolition and removal	$	SF	20 - 100 SF
8. Curb and gutter demolition and removal	$	LF	10 – 20 SF
9. Landscaping/irrigation demolition and removal	$	SF	20-100 SF
10. Install landscaping/irrigation	$	SF	20-100 SF
11. Asphalt striping	$	SF	5-20 SF

SUBMITTED on _____, 2019.

X_____ _____
SIGNATURE — Idaho Public Works Contractor License No.

_____ _____
Print Name and Title — License Expiration Date

_____ _____
Contractor / Company — Federal Tax ID #

_____ _____
Address — E-mail Address

_____ _____
City, State, Zip — Phone No.

_____ _____
Fax No.

END OF SECTION 00 43 22

SECTION 00 45 46 CONTRACTOR'S AFFIDAVIT CONCERNING TAXES
MUST EXECUTE AND SUBMIT WITH BID

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF _____

COUNTY OF _____

Pursuant to Chapter 15, Title 63, Idaho Code, I the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State of Idaho and its taxing units, for which I or my property is liable, then due or delinquent, have been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

_____	X_____
Contractor / Company	Authorized Representative Signature
_____	_____
Address	Print Name and Title
_____	_____
City, State, Zip	

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

_____
Notary Public
Residing at: _____

Commission Expires: _____

END OF SECTION 00 45 46

STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTOR

15TH STREET UTILITY UNDERGROUNDING AND CONDUIT BANK

($----Lump Sum Price)

TABLE OF ARTICLES

ARTICLE 1 AGREEMENT

This Agreement is made this _____ day of _____ in the year 2019, by and between the

OWNER: Capital City Development Corporation (CCDC)
121 N. 9th Street, Suite 501
Boise, Idaho 83702

and the

CONSTRUCTOR: _____

Tax identification number (TIN): _____

Idaho Public Works Contractor License No. _____

for construction services in connection with the following PROJECT:

15TH STREET UTILITY UNDERGROUNDING AND CONDUIT BANK

Notice to the Parties shall be given at the above addresses.

The Owner's Project Engineer is Quadrant Consulting, Inc., Ricardo Zavala, P. E.

The Owner's Representative is Matt Edmond, CCDC Project Manager.

The Parties agree as set forth herein:

ARTICLE 2 GENERAL PROVISIONS

2.1 RELATIONSHIP OF PARTIES The Parties each agree to proceed with the Project on the basis of mutual trust, good faith, and fair dealing.

2.1.1 The Constructor shall furnish construction administration and management services and use the Constructor's diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.2 The Constructor represents that it is an independent contractor and that in its performance of the Work it shall act as an independent contractor. Owner will have no right to control or direct the details, manner, or means by which Constructor accomplishes the results of the services performed hereunder.

2.1.3 The Constructor has no obligation to work any particular hours or days or any particular number of hours or days. Constructor agrees, however, that its other contracts and services shall not interfere with the performance of its services under this Agreement.

2.1.4 Neither the Constructor nor any of its agents or employees shall act on behalf of or in the name of the Owner except as provided in this Agreement or unless authorized in writing by the Owner's Representative.

2.1.5 The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest and promptly discloses any to the other Party; and (b) warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, subcontractors, or others for whom they may be liable, to secure preferential treatment.

2.2 DESIGN PROFESSIONAL Owner's Design Professional is **Quadrant Consulting, Inc.,** The Owner, through its Design Professional, shall provide all design services necessary for the completion of the Work. The Constructor shall not be required to provide professional services which constitute the practice of architecture, landscape architecture, or engineering.

2.2.1 The Owner shall obtain from the Design Professional either a license for Constructor and Subcontractors to use the design documents prepared by the Design Professionals or ownership of the copyrights for such design documents, and shall indemnify and hold harmless the Constructor against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.3 DEFINITIONS

2.3.1 "Agreement" means this Standard Agreement and General Conditions Between Owner and Constructor, as modified, and exhibits and attachments made part of this agreement upon its execution. For purposes of this Agreement, the terms "Agreement" and "Contract" are equivalent.

2.3.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.3.3 "Change Order" is a written order signed by the Owner and the Constructor after execution of this Agreement, indicating changes in the scope of the Work, the Contract Price, or Contract Time, including substitutions proposed by the Constructor and accepted by the Owner.

2.3.4 "Contract Documents" consist of this Agreement, the existing Contract Documents listed in Section 14.1, drawings, specifications, addenda issued and acknowledged prior to execution of this Agreement, information furnished by the Owner pursuant to subsection 3.13.4, and modifications issued in accordance with this Agreement.

2.3.5 "Contract Price" is the amount indicated in section 7.1 of this Agreement.

2.3.6 "Contract Time" is the period between the Date of Commencement and Final Completion.

2.3.7 "Constructor" is the person or entity identified in 0 and includes the Constructor's Project Manager, designated by Constructor as having authority to represent, make decisions, and act on behalf of Constructor. For purposes of this Agreement, the terms Constructor and Contractor with the capitalized "C" are equivalent.

2.3.8 "Construction Period" is the period of time between the Date of Commencement stated in the Notice to Proceed and the date of Final Completion stated in the Certificate of Final Completion.

2.3.9 "Cost of the Work" means the costs and discounts specified in section 8.3.2.

2.3.10 "Date of Commencement" is as set forth in section 6.1.

2.3.11 “Day” means a calendar day.

2.3.12 “Defective Work” is any portion of the Work that does not conform with the Contract Documents.

2.3.13 “Design Professional” means the licensed architect, landscape architect, or engineer and its consultants, retained by the Owner to perform design services for the Project.

2.3.14 “Final Completion” occurs on the date when the Constructor’s obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Owner and the Constructor.

2.3.15 “Interim Directed Change” is a change to the Work directed by the Owner pursuant to section 8.2.

2.3.16 “Laws” mean federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Work with which the Constructor must comply that are enacted as of the Agreement date.

2.3.17 “Material Supplier” is a person or entity retained by the Constructor to provide material and equipment for the Work.

2.3.18 “Milestone” is a principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

2.3.19 “Others” means other contractors/constructors, material suppliers, and persons at the Worksite who are not employed by the Constructor or Subcontractors.

2.3.20 “Overhead” means (a) payroll costs and other compensation of Constructor employees in the Constructor's principal and branch offices; (b) general and administrative expenses of the Constructor's principal and branch offices including charges against the Constructor for delinquent payments; and (c) the Constructor's capital expenses, including interest on capital used for the Work.

2.3.21 “Owner” is the person or entity identified in 0 and includes the Owner's Representative.

2.3.22 “Owner’s Representative” is the individual employed by the Owner who shall be fully acquainted with the Project, shall act as the prime point of contact between Owner and Owner’s Project Engineer, shall provide the Owner’s instructions to Owner’s Project Engineer, and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization, or written notice.

2.3.23 “Parties” are collectively the Owner and the Constructor.

2.3.24 “Project,” as identified in 0, is the construction, installation, repair or other improvements for which the Constructor is to perform Work under this Agreement. It may also include construction by the Owner or Others.

2.3.25 “Project Engineer” is the individual retained by the Owner to perform day-to-day field observations of the Project on Owner’s behalf and shall be the prime point of contact for Constructor. The Project Engineer shall possess full authority to receive instructions from Owner and to act on those instructions.

2.3.26 “Schedule of the Work” is the document prepared by the Constructor that specifies the dates on which the Constructor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner.

2.3.27 “Subcontractor” is a person or entity retained by the Constructor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Design Professional or Others. All subcontractors shall hold valid Public Works Contractor licenses pursuant to Idaho Code § 54-1902.

2.3.28 “Substantial Completion” of the Work occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner may occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unscheduled disruption. This date shall be confirmed by a Certificate of Substantial Completion signed by the Owner and Constructor.

2.3.29 “Subsubcontractor” is a person or entity who has an agreement with a Subcontractor or another Subsubcontractor to perform a portion of the Subcontractor's Work.

2.3.30 “Terrorism” means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.3.31 “Work” means the construction and services necessary or incidental to fulfill the Constructor's obligations for the Project in conformance with this Agreement and the other Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by the Owner or Others.

2.3.31.1 “Changed Work” means work that is different from the original scope of Work; or work that changes the Contract Price or Contract Time.

2.3.32 “Worksite” means the geographical area of the Project Location as identified in 0 where the Work is to be performed.

ARTICLE 3 CONSTRUCTOR'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 The Constructor shall provide all labor, materials, equipment, and services (except those items specifically identified in the Contract Documents as products, equipment, systems or materials that Owner shall provide) necessary to complete the Work, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents.

3.1.2 The Constructor shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions. In such case, the Constructor shall not be liable to the Owner for damages resulting from compliance with such instructions unless the Constructor recognized and failed to timely report to the Project Engineer any error, inconsistency, omission, or unsafe practice that it discovered in the specified construction means, methods, techniques, sequences, or procedures.

3.1.3 The Constructor shall perform Work only within locations allowed by the Contract Documents, Laws, and applicable permits.

3.2 COOPERATION WITH WORK OF OWNER AND OTHERS

3.2.1 The Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.2.2 If the Owner elects to perform work at the Worksite directly or by Others, the Constructor and the Owner shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. The Owner shall require each separate contractor to cooperate with the Constructor and assist with the coordination of activities and the review of construction schedules and operations. The Contract Price and Contract Time shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the Schedule of the Work shall be revised accordingly. The Constructor, the Owner, and Others shall adhere to the revised construction schedule.

3.2.3 With regard to the work of the Owner and Others, the Constructor shall: (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of the Owner or Others or cause the work of the Owner or Others to become defective; (b) afford the Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate the Constructor's Work with theirs.

3.2.4 Before proceeding with any portion of the Work affected by the construction or operations of the Owner or Others, the Constructor shall give the Owner prompt written notification of any defects the Constructor discovers in their work which will prevent the proper execution of the Work. The Constructor's obligations in this subsection do not create a responsibility for the work of the Owner or Others, but are for the purpose of facilitating the Work. If the Constructor does not notify the Owner of defects interfering with the performance of the Work, the Constructor acknowledges that the work of the Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from the Constructor of defects, the Owner shall promptly inform the Constructor what action, if any, the Constructor shall take with regard to the defects.

3.3 RESPONSIBILITY FOR PERFORMANCE

3.3.1 Prior to commencing the Work, the Constructor shall examine and compare the drawings and specifications with information furnished by the Owner that are Contract Documents, relevant field measurements made by the Constructor, and any visible conditions at the Worksite affecting the Work.

3.3.2 Should the Constructor discover any errors, omissions, or inconsistencies in the Contract Documents, the Constructor shall promptly report them to Owner’s Project Engineer and Owner’s Representative. It is recognized, however, that the Constructor is not acting in the capacity of a licensed design professional, and that the Constructor's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions, or inconsistencies or to ascertain compliance with applicable laws, building codes, or regulations. Following receipt of written notice from the Constructor of defects, the Owner shall promptly inform the Constructor what action, if any, the Constructor shall take with regard to the defects.

3.3.3 The Constructor shall have no liability for errors, omissions, or inconsistencies discovered under this section 3.3 unless the Constructor knowingly fails to report a recognized problem to the Owner's Project Engineer and Owner's Representative.

3.3.4 The Constructor may be entitled to additional costs or time because of clarifications or instructions arising out of the Constructor's reports described in this section 3.3.

3.3.5 Nothing in this section 3.3 shall relieve the Constructor of responsibility for its own errors, inconsistencies, and omissions.

3.4 CONSTRUCTION PERSONNEL AND SUPERVISION

3.4.1 The Constructor shall provide competent supervision for the performance of the Work. Before commencing the Work, the Constructor shall notify the Project Engineer and Owner's Representative in writing of the name and qualifications of its proposed Constructor's Project Manager so the Project Engineer and Owner's Representative may review the individual's qualifications. If, for reasonable cause, the Project Engineer and/or Owner's Representative refuses to approve the individual or withdraws its approval after once giving it, the Constructor shall name a different Constructor's Project Manager for the Owner's review. Any disapproved Project Manager shall not perform in that capacity thereafter at the Worksite.

3.4.2 The Constructor shall be responsible to the Owner for acts or omissions of parties or entities performing portions of the Work for or on behalf of the Constructor or any of its Subcontractors.

3.4.3 The Constructor shall permit only qualified persons to perform the Work. The Constructor shall enforce safety procedures, strict discipline, and good order among persons performing the Work. If the Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned Work, the Constructor shall immediately reassign the person upon receipt of the Owner's written notice to do so.

3.4.4 CONSTRUCTOR'S PROJECT MANAGER The Constructor's authorized Project Manager is _____**.** The Constructor's Project Manager shall possess full authority to receive instructions from the Owner directly or through Owner's Project Engineer and to act on those instructions. If the Constructor changes the Constructor's Project Manager or his/her authority, the Constructor shall immediately notify the Project Engineer in writing.

3.5 WORKMANSHIP The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

3.6 MATERIALS FURNISHED BY THE OWNER OR OTHERS If the Work includes installation of materials or equipment furnished by the Owner or Others, it shall be the responsibility of the Constructor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the Constructor shall be the responsibility of the Constructor and may be deducted from any amounts due or to become due the Constructor. Any defects discovered in such materials or equipment shall be reported at once to the Project Engineer. Following receipt of written notice from the Constructor of defects, the Project Engineer shall promptly inform the Constructor what action, if any, the Constructor shall take with regard to the defects.

3.7 TESTS AND INSPECTIONS

3.7.1 The Constructor shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work

related to the Project. The Constructor shall give proper notice to all required parties of such tests, approvals, and inspections. If feasible, the Project Engineer, Owner's Representative and Others may timely observe the tests at the normal place of testing. Except as provided in subsection 3.7.3 and the Drawings and Specifications, the Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents, which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by the Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by the Constructor and promptly delivered to the Project Engineer, with copies to the Owner's Representative.

3.7.2 If the Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, the Constructor shall arrange for the procedures and give timely notice to the Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at the Owner's expense except as provided in subsection 3.7.3.

3.7.3 If the procedures described in the two subsections above indicate that portions of the Work fail to comply with the Contract Documents due to negligence of the Constructor, the Constructor shall be responsible for costs of correction and retesting.

3.8 WARRANTY

3.8.1 The Constructor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At the Owner's request, the Constructor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. The Constructor further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. The Constructor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the Owner or Others, or abuse. The Constructor's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

3.8.2 To the extent products, equipment, systems or materials incorporated in the Work are specified and purchased by the Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty.

3.8.3 The Constructor shall obtain from its Subcontractors and Material Suppliers any special or extended warranties required by the Contract Documents. All such warranties shall be listed in an attached exhibit to this Agreement. After that period, the Constructor shall provide reasonable assistance to the Owner in enforcing the obligations of Subcontractors or Material Suppliers for such extended warranties.

3.9 CORRECTION OF WORK WITHIN TWO YEARS

3.9.1 If, prior to Substantial Completion and within two years after the date of Substantial Completion of the Work, any Defective Work is found, the Owner shall promptly notify the Constructor in writing. Unless the Owner provides written acceptance of the condition, the Constructor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period the Owner discovers and does not promptly notify the Constructor or give the Constructor an opportunity to test or correct Defective Work as reasonably requested by the Constructor, the Owner waives the Constructor's obligation to correct

that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.9.2 With respect to any portion of Work first performed after Substantial Completion, the two-year correction period shall be extended by the period of time between Substantial Completion and the actual performance of the later Work. Correction periods shall not be extended by corrective work performed by the Constructor.

3.9.3 If the Constructor fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to final payment, the Owner may correct it in accordance with the Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due the Constructor. If payments then or thereafter due the Constructor are not sufficient to cover such amounts, the Constructor shall pay the difference to the Owner within forty-five (45) days.

3.9.4 The Constructor's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, the Owner discovers any Work which the Owner considers Defective Work, the Owner shall, unless the Defective Work requires emergency correction, promptly notify the Constructor and allow the Constructor an opportunity to correct the Work if the Constructor elects to do so. If the Constructor elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from the Owner and shall complete the correction of Work within a mutually agreed timeframe. If the Constructor does not elect to correct the Work, the Owner may have the Work corrected by itself or Others, and, if the Owner intends to seek recovery of those costs from the Constructor, the Owner shall promptly provide the Constructor with an accounting of the correction costs it incurs.

3.9.5 If the Constructor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, the Constructor shall be responsible for the cost of correcting the destroyed or damaged property.

3.9.6 The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the Constructor's other obligations under the Contract Documents.

3.9.7 Prior to final payment, at the Owner's option and with the Constructor's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such case, the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.10 CORRECTION OF COVERED WORK

3.10.1 On request of the Project Engineer, Work that has been covered without a requirement that it be inspected prior to being covered may be uncovered for the Project Engineer's and Owner's inspection. The Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by the Owner or Others. If the uncovered Work proves to be defective, the Constructor shall pay the costs of uncovering and replacement.

3.10.2 If, contrary to specific requirements in the Contract Documents or contrary to a specific request from the Project Engineer or Owner, a portion of the Work is covered, the Project Engineer or Owner, by written request, may require the Constructor to uncover the Work for the Project Engineer's and Owner's observation. In this circumstance, the Work shall be replaced at the Constructor's expense and with no adjustment to the Contract Time.

3.11 SAFETY OF PERSONS AND PROPERTY

3.11.1 SAFETY PRECAUTIONS AND PROGRAMS The Constructor shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work or for compliance with Laws.

3.11.2 The Constructor shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in the Work; and (c) property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Worksite.

3.11.3 CONSTRUCTOR'S SAFETY REPRESENTATIVE The Constructor's Worksite Safety Representative is _____, who shall act as the Constructor's Worksite safety representative with a duty to prevent accidents. If no individual is identified in this subsection, the Constructor's safety representative shall be the Constructor's Project Manager. The Constructor shall report promptly in writing to the Project Engineer, with a copy to the Owner's Representative, all recordable accidents and injuries occurring at the Worksite. When the Constructor is required to file an accident report with a public authority, the Constructor shall furnish a copy of the report to the Project Engineer and Owner's Representative. The Constructor's Worksite Safety Representative shall ensure that all Constructor employees who are performing work in the streets wear an appropriate safety vest.

3.11.4 The Constructor shall provide the Project Engineer and Owner's Representative with copies of all notices required of the Constructor by law or regulation. The Constructor's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

3.11.5 Constructor shall exercise due care during the performance of work to protect from damage all existing facilities, structures, landscaping, and utilities. Damage or loss not insured under property insurance which may arise from the Work, to the extent caused by the negligent acts or omissions of the Constructor, or anyone for whose acts the Constructor may be liable, shall be promptly remedied by the Constructor.

3.11.6 Constructor shall avoid interruptions of government operations and delays in Project completion dates. Constructor shall take every reasonable effort to keep sidewalks, vehicle travel lanes, driveways, and crosswalks open during performance of the Work.

3.11.7 If the Project Engineer deems any part of the Work or Worksite unsafe, the Project Engineer, without assuming responsibility for the Constructor's safety program, may require the Constructor to stop performance of the Work or take corrective measures satisfactory to the Project Engineer, or both. If the Constructor does not adopt corrective measures, the Owner may perform them and deduct their cost from the Contract Price. The Constructor agrees to make no claim for damages, for an increase in the Contract Price or for a change in the Contract Time based on the Constructor's compliance with the Project Engineer's or Owner's reasonable request.

3.12 EMERGENCIES In an emergency affecting the safety of persons or property, the Constructor shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in the Contract Price or Contract Time resulting from the actions of the Constructor in an emergency situation shall be determined as provided for in ARTICLE 8.

3.13 HAZARDOUS MATERIALS

3.13.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under Laws, or any other substance or material that may be considered hazardous or

otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup. The Constructor shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate governmental agency.

3.13.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, the Constructor shall be entitled to immediately stop Work in the affected area. The Constructor shall promptly report the condition to the Project Engineer and Owner's Representative and, if required, the governmental agency with jurisdiction.

3.13.3 The Constructor shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.13.4 The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effect upon the Work. The Constructor shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.13.5 If the Constructor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Constructor shall be entitled to an equitable adjustment in the Contract Price or the Contract Time.

3.13.6 To the extent permitted by section 6.9 and to the extent not caused by the negligent acts or omissions of the Constructor, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, the Owner shall defend, indemnify, and hold harmless the Constructor, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution process, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.13.7 MATERIALS BROUGHT TO THE WORKSITE

3.13.7.1 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Constructor, Subcontractors, the Owner, or Others, shall be maintained at the Worksite by the Constructor and made available to the Project Engineer, Subcontractors, and Others.

3.13.7.2 The Constructor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by the Constructor, its Subcontractors, or both, in accordance with the Contract Documents and used or consumed in the performance of the Work.

3.13.7.3 To the extent caused by the negligent acts or omissions of the Constructor, its agents, officers, directors, and employees, the Constructor shall indemnify and hold harmless the Owner, its agents, officers, directors, and employees, from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by the Constructor, its Subcontractors, or both, in accordance with the Contract Documents.

3.13.7.4 This section 3.13.7 shall survive the completion of the Work or any termination of this Agreement.

3.14 SUBMITTALS

3.14.1 The Constructor shall submit to the Project Engineer all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. The Constructor shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, the Constructor shall prepare and deliver its submittals in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of the Owner and Others. Constructor submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Constructor submittal shall not be deemed to authorize changes, deviations or substitutions from the requirements of the Contract Documents unless express written approval is obtained from the Project Engineer specifically authorizing such deviation, substitution or change. To the extent a change, deviation or substitution causes an impact to the Contract Price or Contract Time, such approval shall be promptly memorialized in a Change Order. Neither the Project Engineer nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to the Constructor.

3.14.2 The Constructor agrees upon request to submit in a timely fashion to the Project Engineer, with copies to the Owner's Representative, for review any shop drawings, samples, product data, manufacturers' literature or similar submittals as may reasonably be required by the Project Engineer.

3.14.3 The Constructor shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 8 are followed. Approval does not relieve the Constructor from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.14.4 No substitutions shall be made in the Work unless permitted in the Contract Documents and then only after the Constructor obtains approvals required under the Contract Documents for substitutions. All such substitutions shall be promptly memorialized in a Change Order no later than seven (7) Days following approval by the Project Manager and the Owner and, if applicable, Design Professional, and provide for an adjustment in the Contract Price or Contract Time.

3.14.5 As-Built Documents: The Constructor shall maintain at the Worksite for the Owner one (1) copy of each of the Drawings and Specifications, Addenda, Change Orders, and other modifications, in good order and marked to indicate field changes and selections made during construction; and one (1) copy or sample of approved shop Drawings, Product Data, Samples, and similar required submittals.

3.15.5.1 General: Retain copy of each submittal made and each Addenda, Change Order, and Contract amendment issued affecting Contract Documents during the Construction Period for Project As-Built Document purposes. Post changes and modifications to Project As-Built Documents as they occur; do not wait until the end of the Project.

3.15.5.2 Maintenance of As-Built Documents: Store Project As-Built Documents in the field apart from the Contract Documents used for construction. Do not use Project As-Built Documents for construction purposes. Maintain Project As-Built Documents in good order and in clean, dry, legible condition, protected from deterioration and loss. Provide

access to Project As-Built Documents for Project Engineer's reference during normal working hours.

(a) Project Engineer shall evaluate As-Built Drawings for document condition, order, legibility, accuracy and completeness. Project Engineer shall notify Constructor of acceptance or request revisions or replacements and resubmittal. Constructor shall supply acceptable As-Built Drawings within seven (7) Days and prior to Final Payment for the Project.

(b) Project Engineer shall be responsible for creating digital Record Drawings incorporating the mark-ups on the As-Built Drawings submitted by the Constructor. Project Engineer will issue digital Record Drawings to the Constructor and Owner within fourteen (14) Days following Final Payment and distribute a minimum of one (1) copy each of Record Drawings to Owner, Landscape Engineer and Constructor.

3.15.8.4 As Built Specifications and Record Specifications: Maintain at the Worksite for the Owner a copy of Contract Documents for purposes of annotating where the actual product installation varies from that indicated. Submit the annotated portions of the Contract Documents to Project Engineer prior to requesting a Substantial Completion Inspection. Project Engineer may request corrections from the Constructor to make the submittal more legible and complete. Project Engineer shall be responsible for maintaining its own records on variations in product installations, assembling Record Specifications for the Project in a digital format and for distributing them to the Owner and Constructor at the conclusion of the Project. In preparing the Record Specifications, Project Engineer shall:

(a) Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

(b) Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

(c) Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

(d) Note related Change Orders and Record Drawings where applicable.

3.15 WORKSITE CONDITIONS

3.15.1 WORKSITE VISIT The Constructor acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.15.2 CONCEALED OR UNKNOWN SITE CONDITIONS If the conditions encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Constructor shall stop affected Work after the condition is first observed and give prompt written notice of the condition to the Project Engineer. The Constructor shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or the Contract Time as a result of the unknown condition shall be determined as provided in ARTICLE 8.

3.16 PERMITS AND TAXES

3.16.1 The Constructor shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. The Constructor shall provide to the Project Engineer and the Owner's Representative copies of all notices, permits, licenses, and renewals required under this Agreement.

3.16.2 The Constructor shall pay all applicable taxes enacted when bids are received or negotiations concluded for the Work provided by the Constructor.

3.16.3 If, in accordance with the Owner's direction, the Constructor claims an exemption for taxes, the Owner shall indemnify and hold the Constructor harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by the Constructor as a result of any such action.

3.17 CUTTING, FITTING, AND PATCHING

3.17.1 The Constructor shall perform cutting, fitting and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of the Owner or Others.

3.17.2 Cutting, patching or altering the work of the Owner or Others shall be done with the prior written approval of the Owner. Such approval shall not be unreasonably withheld.

3.18 CLEANING UP

3.18.1 The Constructor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Constructor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The Constructor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Constructor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.18.2 If the Constructor fails to commence compliance with cleanup duties within two (2) Business Days after written notification from the Project Engineer of non-compliance, the Project Engineer may implement appropriate cleanup measures without further notice and shall deduct the reasonable costs from any amounts due or to become due the Constructor in the next payment period.

3.19 ACCESS TO WORK The Constructor shall facilitate the access of the Project Engineer, Owner, and Others to Work in progress.

3.20 COMPLIANCE WITH LAWS The Constructor shall comply with all Laws at its own costs. The Constructor shall be liable to the Owner for all loss, cost, or expense attributable to any acts or omissions by the Constructor, its employees, subcontractors, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this section shall not apply if notice to the Project Engineer was given, and advance approval by appropriate authorities, including the Owner, is received.

3.20.1 The Contract Price or Contract Time shall be equitably adjusted by Change Order for additional costs resulting from any changes in Laws, including increased taxes, which were not reasonably anticipated and then enacted after the date of this Agreement.

3.21 CONFIDENTIALITY Unless compelled by law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena, the Constructor shall treat as confidential and not disclose to third-persons, except Subcontractors, Subsubcontractors, and Material Suppliers as is

necessary for the performance of the Work, or use for its own benefit, any of the Owner's confidential information, know-how, discoveries, production methods, and the like that may be disclosed to the Constructor or which the Constructor may acquire in connection with the Work. The Owner shall treat as confidential information, all of the Constructor's estimating systems and historical and parameter cost data that may be disclosed to the Owner in connection with the performance of this Agreement. The Owner and the Constructor shall each specify those items to be treated as confidential and shall mark them as "Confidential." In the event of a legal compulsion or other order seeking disclosure of any Confidential Information, the Constructor or Owner, as the case may be, shall promptly notify the other Party to permit that Party's legal objection, if necessary.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Any information or services to be provided by Owner shall be fulfilled with reasonable detail and in a timely manner.

4.2 WORKSITE INFORMATION To the extent the Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, the Owner shall provide at the Owner's expense and with reasonable promptness:

4.2.1 Information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent Worksite conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Constructor in laying out the Work;

4.2.2 Tests, inspections, and other reports dealing with environmental matters, Hazardous Material and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law; and

4.2.3 Any other information or services requested in writing by the Constructor which are required for the Constructor's performance of the Work and under the Owner's control.

4.3 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by the Owner or Others shall be done with the prior written approval of the Constructor, which approval shall not be unreasonably withheld.

4.4 OWNER'S RIGHT TO CLEAN UP In case of a dispute between the Constructor and Others with regard to respective responsibilities for cleaning up at the Worksite, the Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.5 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of the Owner or Others and not to the Constructor, the Owner may either (1) promptly remedy the damage or loss or (2) accept the damage or loss. If the Constructor incurs additional costs or is delayed due to such loss or damage, the Constructor shall be entitled to an equitable adjustment in the Contract Price or Contract Time.

ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS The Work not performed by the Constructor with its own forces shall be performed by Subcontractors holding valid Public Works Contractor licenses pursuant to Idaho Code § 54-1902. All subcontracts shall be issued on a lump sum basis unless the Owner has given prior written approval of a different method of payment to the Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK Promptly after the award of this Agreement, the Constructor shall provide the Project Engineer and Owner's Representative with a written list of the proposed Subcontractors and significant Material suppliers.

5.3 BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS The Constructor agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractor's or Material Supplier's portions of the Work.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by the Constructor to the Owner, subject to the prior rights of any surety, provided that:

5.4.1.1 this Agreement is terminated by the Owner pursuant to sections 11.3 or 11.4; and

5.4.1.2 the Owner accepts such assignment after termination by notifying the Subcontractor and Constructor in writing, and assumes all rights and obligations of the Constructor pursuant to each subcontract agreement.

5.4.2 If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Constructor shall not commence the Work until it receives a written notice to proceed from the Owner. The notice to proceed shall identify the Date of Commencement.

6.2 SUBSTANTIAL/FINAL COMPLETION Substantial Completion of the Work shall be achieved in FIFTY-SIX (56) Days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, the Constructor shall achieve Final Completion within TWENTY-ONE (21) Days after the date of Substantial Completion. The deadlines for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.3 Time is of the essence for this Agreement and the Contract Documents.

6.4 Unless instructed by the Owner in writing, the Constructor shall not knowingly commence the Work before the effective date of insurance and bonds to be provided by the Constructor or the Owner as required by the Contract Documents.

6.5 SCHEDULE OF THE WORK

6.5.1 At or before the Preconstruction Meeting, the Constructor shall submit to the Project Engineer and Owner's Representative for approval a Schedule of the Work showing the dates on which the

Constructor plans to commence and complete various parts of the Work, including dates on which information and approvals are required from the Project Engineer. The Constructor shall comply with the approved Schedule of the Work, unless directed by the Project Engineer to do otherwise or the Constructor is otherwise entitled to an adjustment in the Contract Time. The Constructor shall update the Schedule of the Work on a monthly basis or at appropriate intervals as required by the conditions of the Work and the Project.

6.5.2 The Project Engineer may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the Schedule of the Work. The Owner may require the Constructor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by the Owner or Others. To the extent such changes increase the Constructor's costs or time, the Contract Price and Contract Time shall be equitably adjusted.

6.6 DELAYS AND EXTENSIONS OF TIME

6.6.1 If the Constructor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Constructor, the Constructor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of the Constructor include, but are not limited to, the following: (a) acts or omissions of the Project Engineer, Owner, or Others; (b) changes in the Work or the sequencing of the Work ordered by the Project Engineer or Owner, or arising from decisions of the Project Engineer or Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by the Project Engineer or Owner pending dispute resolution or suspension by the Owner under section 11.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving the Constructor; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. The Constructor shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 8.

6.6.2 In addition, if the Constructor incurs additional costs as a result of a delay that is caused by items (a) through (d) immediately above, the Constructor shall be entitled to an equitable adjustment in the Contract Price subject to section 6.9.

6.6.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, the Constructor shall provide prompt written notice to the Project Engineer with a copy to the Owner's Representative of the cause of such delays after the Constructor first recognizes the delay. The Owner and the Constructor agree to take reasonable steps to mitigate the effect of such delays.

6.7 NOTICE OF DELAY CLAIMS If the Constructor requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in the section above, the Constructor shall give the Owner written notice of the claim in accordance with section 8.4. If the Constructor causes delay in the completion of the Work, the Owner shall be entitled to recover its additional costs subject to section 6.9. The Owner shall process any such claim against the Constructor in accordance with ARTICLE 8.

6.8 LIQUIDATED DAMAGES

6.8.1 SUBSTANTIAL COMPLETION The Owner and the Constructor agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Substantial Completion.

6.8.1.1 The Constructor understands that if the Date of Substantial Completion established by this Agreement, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The

Constructor agrees that if the Date of Substantial Completion is not attained, the Constructor shall pay the Owner TWO HUNDRED FIFTY DOLLARS ($250.00) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Substantial Completion.

6.8.2 FINAL COMPLETION The Owner and the Constructor agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Final Completion.

6.8.2.1 The Constructor understands that if the Date of Final Completion established by this Agreement, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Constructor agrees that if the Date of Final Completion is not attained, the Constructor shall pay the Owner TWO HUNDRED FIFTY DOLLARS ($250.00) as liquidated damages and not as a penalty for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Final Completion.

6.8.3 OTHER LIQUIDATED DAMAGES The Owner and the Constructor may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

6.9 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in subsections 6.8 and excluding losses covered by insurance required by the Contract Documents, the Owner and the Constructor agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Owner agrees to waive damages, including but not limited to the Owner's rental expenses incurred, loss of financing related to the Project, as well as the loss of financing not related to this Project, loss of reputation, or insolvency. The Constructor agrees to waive damages, including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination.

6.9.1 The Owner and the Constructor shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 PRICE

7.1 LUMP SUM As full compensation for performance by the Constructor of the Work in conformance with the Contract Documents, the Owner shall pay the Constructor the lump sum price of _____ DOLLARS ($_____). The lump sum price is hereinafter referred to as the Contract Price, which shall be subject to increase or decrease as provided in ARTICLE 8.

ARTICLE 8 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directed Change.

8.1 CHANGE ORDER

8.1.1 The Constructor may request or the Owner may order changes in the Work or the timing or sequencing of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect Contract Time or Contract Price shall be formalized in a Change Order.

8.1.2 NO OBLIGATION TO PERFORM The Constructor shall not be obligated to perform changes in the Work that impact Contract Price or Contract Time until a Change Order has been executed or a written Interim Directed Change has been issued.

8.2 INTERIM DIRECTED CHANGE

8.2.1 The Owner may issue a written Interim Directed Change directing a change in the Work prior to reaching agreement with the Constructor on the adjustment, if any, in the Contract Price or the Contract Time.

8.2.2 The Owner and the Constructor shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Contract Time arising out of an Interim Directed Change. As the changed Work is performed, the Constructor shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directed Change. If there is a dispute as to the cost to the Owner, the Owner shall pay the Constructor fifty percent (50%) of its estimated cost to perform such Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 12.

8.2.3 When the Owner and the Constructor agree upon the adjustment in the Contract Price or the Contract Time, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of a Change Order. The Change Order shall include all outstanding Interim Directed Changes on which the Owner and Constructor have reached agreement on Contract Price or Contract Time issued since the last Change Order.

8.3 DETERMINATION OF COST

8.3.1 An increase or decrease in the Contract Price or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

8.3.1.1 Unit prices set forth in this Agreement or as subsequently agreed;

8.3.1.2 A mutually accepted, itemized lump sum;

8.3.2 Cost of the Work shall include the following costs necessarily and reasonably incurred by Constructor to perform a change in the Work:

8.3.2.1 Wages paid for labor in the direct employ of the Constructor in the performance of the Work;

8.3.2.2 Salaries of the Constructor's employees when stationed at the field office or branch office to the extent necessary to complete the applicable Work and employees engaged on the road expediting the production or transportation of material and equipment;

8.3.2.3 Cost of applicable employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Constructor's standard personnel policy, insofar as such costs are paid to employees of the

Constructor who are included in the Cost of the Work in subsections .1 and .2 immediately above;

8.3.2.4 Reasonable transportation, travel, and hotel expenses of the Constructor's personnel incurred in connection with the Work;

8.3.2.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner, transportation, storage, and handling;

8.3.2.6 Payments made by the Constructor to Subcontractors for Work performed under this Agreement;

8.3.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value of such items used, but not consumed that remain the property of the Constructor;

8.3.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Constructor or Others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Constructor or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment;

8.3.2.9 Cost of the premiums for all insurance and surety bonds which the Constructor is required to procure or deems necessary, and approved by the Owner including any additional premium incurred as a result of any increase in the cost of the Work;

8.3.2.10 Sales, use, gross receipts or other taxes, tariffs, or duties related to the Work for which the Constructor is liable;

8.3.2.11 Permits, fees, licenses, tests, and royalties;

8.3.2.12 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing costs and services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the Worksite to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work;

8.3.2.13 All water, power, and fuel costs necessary for the Work;

8.3.2.14 Cost of removal of all nonhazardous substances, debris, and waste materials;

8.3.2.15 All costs directly incurred to perform a change in the Work which are reasonably inferable from the Contract Documents for the Changed Work.

8.3.3 DISCOUNTS All discounts for prompt payment shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

8.3.4 COST REPORTING The Constructor shall maintain in conformance with generally accepted accounting principles a complete and current set of records that are prepared or used by the

Constructor to calculate the Cost of Work. The Owner shall be afforded access to the Constructor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to requested payment for Cost of the Work. The Constructor shall preserve all such records for a period of three years after the final payment or longer where required by law.

8.3.5 COST AND SCHEDULE ESTIMATES The Constructor shall use reasonable skill and judgment in the preparation of a cost estimate or schedule for a change to the Work, but does not warrant or guarantee their accuracy.

8.3.6 If an increase or decrease in the Contract Price or Contract Time cannot be agreed to as set forth in subsection 8.3.1, and the Owner issues an Interim Directed Change, the cost of the change in the Work shall be determined by the reasonable actual expense incurred and savings realized in the performance of the Work resulting from the change. If there is a net increase in the Contract Price, the Constructor's Overhead and profit shall be adjusted accordingly. In case of a net decrease in the Contract Price, the Constructor's Overhead and profit shall not be adjusted unless ten percent (10%) or more of the Project is deleted. The Constructor shall maintain a documented, itemized accounting evidencing the expenses and savings.

8.3.7 UNIT PRICES If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or the Constructor, such unit prices shall be equitably adjusted.

8.3.8 If the Owner and the Constructor disagree as to whether work required by the Owner is within the scope of the Work, the Constructor shall furnish the Owner with an estimate of the costs to perform the disputed work in accordance with the Owner's interpretations. If the Owner issues a written order for the Constructor to proceed, the Constructor shall perform the disputed work and the Owner shall pay the Constructor fifty percent (50%) of its estimated cost to perform the work. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work, subject to the requirements of ARTICLE 12. The Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. The Constructor's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

8.4 CLAIMS FOR ADDITIONAL COST OR TIME

8.4.1 Except as provided in subsection 6.6.2 and section 6.7 for any claim for an increase in the Contract Price or the Contract Time, the Constructor shall give the Owner written notice of the claim, including appropriate supporting documentation, within five (5) Business Days after the occurrence giving rise to the claim or within five (5) Business Days after the Constructor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work.

8.4.2 Suspension of Work: Constructor shall not proceed with work which would alter, cover, damage or destroy evidence in support of Constructor's Claim. If Constructor proceeds to perform Work, with or without notice to Project Engineer, that alters, covers, damages or destroys evidence in support of Constructor's Claim, Constructor is indicating by proceeding its acceptance and agreement that the work performed does not add to the Contract Sum or Contract Time.

8.4.3 Action on Change Order: Project Engineer shall review the Claim and shall forward recommendations to Owner regarding the Claim within five (5) business days. Negotiation of changes to the Contract Sum and/or Contract Time between the Owner and Contractor shall follow the procedures set forth in the Contract Documents.

8.4.4 Owner and Project Engineer shall respond in writing approving or denying the Constructor's claim no later than fourteen (14) Days after receipt of the Constructor's claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.

8.5 INCIDENTAL CHANGES The Project Engineer may direct the Constructor to perform incidental changes in the Work, upon concurrence with the Constructor that such changes do not involve adjustments in the Contract Price or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. The Project Engineer shall initiate an incidental change in the Work by issuing a written order to the Constructor. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 9 PAYMENT

9.1 SCHEDULE OF VALUES In accordance with requirements in Division 01 Section 01 29 00 for "Schedule of Values," the Constructor shall prepare and submit to the Project Engineer a Schedule of Values apportioned to the various divisions or phases of the Work. Each line item contained in the Schedule of Values shall be assigned a value such that the total of all items shall equal the Contract Price. Maintain the Schedule of Values during the construction period. If the Schedule of Values is revised, submit the updated Schedule of Values for Project Engineer's review and approval after each meeting or other activity where revisions have been recognized or made.

9.2 APPLICATIONS FOR PAYMENT

9.2.1 PROGRESS PAYMENTS In accordance with requirements in Division 01 Section 01 29 00 for "Applications for Payment", the Constructor shall submit to the Project Engineer a monthly application for payment no later than the 5th Business Day of the calendar month for the preceding thirty (30) Days. Constructor's applications for payment shall be itemized and supported by the Constructor's Schedule of Values and any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directed Changes. The Owner shall pay the amount otherwise due on any payment application, as certified by the Project Engineer, no later than thirty (30) Days after the Constructor has submitted a complete and accurate payment application and the Owner has approved the Constructor's payment application, or such shorter time period as required by applicable state statute. The Owner may deduct from any progress payment amounts that may be retained pursuant to subsection 9.2.4. The initial Application for Payment and the Applications for Payment at Substantial Completion and Final Completion have additional requirements as stated in Division 01 Section 01 29 00 "Applications for Payment".

9.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred in transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by the Constructor of bills of sale and proof of required insurance, or such other documentation satisfactory to the Owner to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's interests therein, including transportation to the Worksite.

9.2.3 LIEN WAIVERS AND LIENS Constructor acknowledges Owner is a public entity, that any property owned by Owner is considered public property, and that liens on public property are not enforceable. Constructor agrees that it shall not file any liens against property owned or controlled by Owner or by Ada County Highway District ("ACHD") which is a part of the Worksite (the "Property"). Constructor agrees that no lien will be at any time be filed against the Property, or any

part thereof, by any of Constructor's subcontractors or other person employed by or furnishing labor, services, equipment, or materials to Constructor or any of its subcontractors for, in, or about the performance of the Work. The preceding clause will be inserted in all of the Constructor's or any of its subcontractor's purchase orders and material agreements. Subject to Owner's payment of the compensation in accordance with the terms of this Agreement, Constructor will promptly discharge all liens, if any, filed against the Property by Constructor's subcontractors, suppliers and materialmen, and agents and persons employed by any of such persons.

9.2.4 RETAINAGE From each progress payment made prior to Substantial Completion, the Owner may retain FIVE percent (5%) of the amount otherwise due after deduction of any amounts as provided in section 9.3, and in no event shall such percentage exceed any applicable statutory requirements. If the Owner chooses to use this retainage provision:

9.2.4.1 the Owner may, in its sole discretion, reduce the amount to be retained at any time;

9.2.4.2 the Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which the Owner has accepted. In lieu of retainage, the Constructor may furnish a retention bond or other security interest acceptable to the Owner, to be held by the Owner.

9.3 ADJUSTMENT OF CONSTRUCTOR'S PAYMENT APPLICATION The Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Constructor is responsible under this Agreement:

9.3.1 the Constructor's repeated failure to perform the Work as required by the Contract Documents;

9.3.2 Except as accepted by the insurer providing builders risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by the Constructor to the Owner or to Others to whom the Owner may be liable;

9.3.3 the Constructor's failure to properly pay Subcontractors and Material Suppliers following receipt of such payment from the Owner;

9.3.4 rejected, nonconforming or Defective Work not corrected in a timely fashion;

9.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time;

9.3.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work; and

9.3.7 uninsured third-party claims involving the Constructor, or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Constructor furnishes the Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, the Project Engineer shall give written notice to the Constructor, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the Constructor in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

9.4 ACCEPTANCE OF WORK Neither the Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

9.5 PAYMENT DELAY If for any reason not the fault of the Constructor, the Constructor does not receive a progress payment from the Owner within seven (7) Days after the time such payment is due, then the Constructor, upon giving seven (7) Days' written notice to the Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to the Constructor has been received. Interest shall not accrue on any unpaid amounts. The Contract Price and Contract Time shall be equitably adjusted by a Change Order for reasonable cost and delay resulting from shutdown, delay and start-up.

9.6 SUBSTANTIAL COMPLETION

9.6.1 CLOSEOUT PROCEDURES The Constructor shall comply with the requirements stated in Division 01 Section 01 77 00 CLOSEOUT PROCEDURES, in conjunction with Constructor's compliance with the requirements in sections 9.6 and 9.7.

9.6.2 The Constructor shall notify the Project Engineer and, if directed, the Owner, when it considers Substantial Completion of the Work or a designated portion to have been achieved. The Project Engineer and Owner's Representative shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by the Owner without excessive interference in completing any remaining unfinished Work. If the Project Engineer determines that the Work or designated portion has not reached Substantial Completion, the Project Engineer shall promptly compile a list of items ("Punch List") to be completed or corrected so the Owner may occupy or use the Work or designated portion for its intended use. The Constructor shall promptly complete all items on the Punch List and the list compiled by the Project Engineer.

9.6.3 When Substantial Completion of the Work or a designated portion is achieved, the Owner shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of the Owner and Constructor for interim items such as security, maintenance, utilities, insurance, and damage to the Work. In the absence of a clear delineation of responsibilities, the Owner shall assume all responsibilities for items such as security, maintenance, utilities, insurance, and damage to the Work. The Certificate of Substantial Completion shall also list any items to be completed or corrected, and establish the time for their completion or correction. The Certificate of Substantial Completion shall be submitted first to the Project Engineer for written concurrence that Substantial Completion has been achieved and then to the Constructor for written acceptance of responsibilities assigned in the Certificate of Substantial Completion. The Certificate of Substantial Completion with signatures from the Project Engineer and the Constructor shall be submitted to the Owner for Owner's signature indicating Owner's acceptance of responsibilities assigned to the Owner in the Certificate of Substantial Completion and approval of the Certificate. A copy of the signed Certificate of Substantial Completion shall be provided to the Constructor.

9.6.4 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

9.6.5 Upon the Owner's written acceptance and issuance of the Certificate of Substantial Completion, the Owner shall pay to the Constructor the remaining retainage held by the Owner for the Work described in the Certificate of Substantial Completion, less a sum equal to two hundred percent (200%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Owner and Constructor as necessary to achieve Final Completion. Uncompleted items shall be completed by the Constructor in a mutually agreed upon timeframe. The Owner shall pay the Constructor monthly the amount retained for unfinished items as each item is completed.

9.7 PARTIAL OCCUPANCY OR USE

9.7.1 The Owner may occupy or use completed or partially completed portions of the Work when: (a) the portion of the Work is designated in a Certificate of Substantial Completion; (b) appropriate insurer(s) consent to the occupancy or use; and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 CLOSEOUT PROCEDURES The Constructor shall comply with the requirements in Division 01 Section 01 77 00 CLOSEOUT PROCEDURES, in conjunction with Constructor's compliance with the requirements in this section.

9.8.2 INSPECTION Upon notification from the Constructor that the Work is complete and ready for final inspection and acceptance, the Project Engineer and Owner's Representative shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

9.8.3 If the Project Engineer and Owner's Representative determine that the Project has attained Final Completion, the Project Engineer shall request the following submissions from the Constructor:

(a) an affidavit declaring any indebtedness connected with the Work, *e.g.* payrolls or invoices for materials or equipment, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber the Owner's property;

(b) as-built drawings and specifications, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

(c) release of any liens, conditioned on final payment being received;

(d) consent of any surety;

(e) any outstanding known and unreported accidents or injuries experienced by the Constructor or its Subcontractors at the Worksite; and

(f) any other submissions required by Section 01 77 00 CLOSEOUT PROCEDURES.

9.8.4 When Final Completion has been achieved, the Constructor shall prepare for the Owner's written acceptance a final application for payment stating that to the best of the Constructor's knowledge, and based on the Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

9.8.5 Upon receipt of a final application for payment and Constructor's satisfactory completion of closeout procedures stated in sections 9.6 and 9.8, the Project Engineer shall prepare a Certificate of Final Completion establishing the date of Final Completion. Upon signature by the Project Engineer, the Certificate of Final Completion shall be submitted to the Constructor for signature. The Certificate of Final Completion with signatures from the Project Engineer and the Constructor shall be returned to the Owner for Owner's signature indicating Owner's approval of the Certificate of Final Completion. A copy of the signed Certification of Final Completion shall be provided to the Constructor. The Project Engineer's signature on the Final Completion Certificate shall signify the following: (a) Final Completion has been achieved; (b) Project has been inspected and complies

with the requirements of the Contract Documents; and (c) Constructor has submitted all required closeout submittals and completed all required closeout procedures.

9.8.6 Final payment of the balance of the Contract Price shall be made to the Constructor within thirty (30) Days after the Constructor has submitted a complete and accurate application for final payment, has satisfactorily completed the requirements as set forth in sections 9.6 and 9.8 above, and a Certificate of Final Completion has been executed by the Owner and the Constructor.

9.8.7 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of the Constructor, the Owner shall pay the balance due for portion(s) of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount prior to payment, the Constructor shall submit to the Project Engineer the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by these final payment provisions.

9.8.8 OWNER RESERVATION OF CLAIMS Claims not reserved in writing by the Owner with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

9.8.9 ACCEPTANCE OF FINAL PAYMENT Unless the Constructor provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

9.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the rate allowed by the State of Idaho.

ARTICLE 10 INDEMNITY, INSURANCE, AND BONDS

10.1 INDEMNITY

10.1.1 To the fullest extent permitted by law, the Constructor shall indemnify and hold harmless the Owner, the Owner's officers, directors, members, consultants, agents, and employees, the Design Professionals and the Design Professionals' officers, directors, members, consultants, agents, and employees and Others (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentional acts or omissions of the Constructor, Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Constructor shall be entitled to reimbursement of any defense costs paid above the Constructor's percentage of liability for the underlying claim to the extent provided for by the subsection 10.1.2 below.

10.1.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Constructor, its officers, directors, members, consultants, agents, and employees, Subcontractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by the Owner, Owner's Representative, the Project Engineer, and Others, but only to the extent caused by the negligent acts or omissions of the Owner, Owner's Representative, the Project Engineer, or Others. The Owner shall be entitled to reimbursement of any defense costs paid above the Owner's percentage of liability for the underlying claim to the extent provided for by the subsection 10.1.1 above.

10.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the Constructor, anyone directly or indirectly employed by the Constructor or anyone for whose acts the Constructor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Constructor under workers' compensation acts, disability benefit acts, or other employment benefit acts.

10.2 INSURANCE

Constructor's insurance obligations are set forth in Division 00 Section 00 73 16 INSURANCE AND BONDING REQUIREMENTS.

10.3 BONDS

Constructor's bond obligations are set forth Division 00 Section 00 73 16 INSURANCE AND BONDING REQUIREMENTS.

ARTICLE 11 SUSPENSION, NOTICE TO CURE, AND TERMINATION

11.1 SUSPENSION BY OWNER FOR CONVENIENCE

11.1.1 OWNER SUSPENSION Should the Project Engineer and/or Owner order the Constructor in writing to suspend, delay, or interrupt the performance of the Work for the convenience of the Owner and not due to any act or omission of the Constructor or any person or entity for whose acts or omissions the Constructor may be liable, then the Constructor shall immediately suspend, delay or interrupt that portion of the Work for the time period ordered by the Project Engineer and/or Owner. The Contract Price and the Contract Time shall be equitably adjusted by Change Order for the cost and delay resulting from any such suspension.

11.1.2 Any action taken by the Project Engineer and/or Owner that is permitted by any other provision of the Contract Documents and that result in a suspension of part or all of the Work does not constitute a suspension of Work under this section 11.1.

11.2 NOTICE TO CURE A DEFAULT If the Constructor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work, or fails to make prompt payment to its workers, Subcontractors, or Material Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, the Constructor may be deemed in default. If the Constructor fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner shall give the Constructor a second notice to correct the default within a three (3) Day period. If the Constructor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to the Constructor; and (d) as the Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge the Constructor the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

11.2.1 In the event of an emergency affecting the safety of persons or property, the Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to the Constructor, but shall give prompt written notice of such action to the Constructor following commencement of the action.

11.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

11.3.1 TERMINATION BY OWNER FOR DEFAULT If, within seven (7) Days of receipt of a notice to cure pursuant to section 11.2, the Constructor fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, the Owner may notify the Constructor and, if applicable, the surety, that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen (14) additional Days. After the expiration of the additional fourteen (14) Day period, the Owner may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to the Owner under section 11.2. If the Owner's costs arising out of the Constructor's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid Contract Price, the Constructor shall be liable to the Owner for such excess costs. If the Owner's costs are less than the unpaid Contract Price, the Owner shall pay the difference to the Constructor. If the Owner exercises its rights under this section 11.3, upon the request of the Constructor, the Owner shall furnish to the Constructor a detailed accounting of the costs incurred by the Owner.

11.3.2 USE OF CONSTRUCTOR'S MATERIALS, SUPPLIES, AND EQUIPMENT If the Owner or Others perform work under this section 11.3, the Owner shall have the right to take and use any materials, supplies, and equipment belonging to the Constructor and located at the Worksite for the purpose of completing any remaining Work. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to the Constructor in substantially the same condition as when they were taken, reasonable wear and tear excepted.

11.3.3 If the Constructor files a petition under the Bankruptcy Code, this Agreement shall terminate if the Constructor or the Constructor's trustee rejects the Agreement, or if there has been a default and the Constructor is unable to give adequate assurance that the Constructor will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

11.3.4 The Owner shall make reasonable efforts to mitigate damages arising from Constructor default, and shall promptly invoice the Constructor for all amounts due pursuant to sections 11.2 and 11.3.

11.3.5 If the Owner terminates this Agreement for default, and it is later determined that the Constructor was not in default, or that the default was excusable under the terms of the Contract Documents, then, in such event, the termination shall be deemed a termination for convenience, and the rights of the Parties shall be as set forth in section 11.4.

11.4 TERMINATION BY OWNER FOR CONVENIENCE

11.4.1 Upon written notice to the Constructor, the Owner may, without cause, terminate this Agreement. The Constructor shall immediately stop the Work, follow the Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

11.4.2 If the Owner terminates this Agreement for Convenience, the Constructor shall be paid: (a) for the Work performed to date including Overhead and profit; and (b) for all demobilization costs and costs incurred as a result of the termination but not including Overhead or profit on Work not performed.

11.4.3 If the Owner terminates this Agreement, the Constructor shall:

11.4.3.1 Execute and deliver to the Owner all papers and take all action required to assign, transfer, and vest in the Owner the rights of the Constructor to all materials, supplies and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders and commitments which have been made in accordance with the Contract Documents;

11.4.3.2 Exert reasonable effort to reduce to a minimum the Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

11.4.3.3 Cancel any subcontracts, orders, and commitments as the Owner directs; and

11.4.3.4 Sell at prices approved by the Owner any materials, supplies, and equipment as the Owner directs, with all proceeds paid or credited to the Owner.

11.5 CONSTRUCTOR'S RIGHT TO TERMINATE

11.5.1 Upon seven (7) Days' written notice to the Owner, the Constructor may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of the Constructor for any of the following reasons:

11.5.1.1 under court order or order of other governmental authorities having jurisdiction;

11.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Constructor, materials are not available; or

11.5.1.3 suspension by the Owner for convenience pursuant to section 11.1

11.5.2 In addition, upon seven (7) Days' written notice to the Owner, the Constructor may terminate this Agreement if the Owner:

11.5.2.1 assigns this Agreement over the Constructor's reasonable objection; or

11.5.2.2 fails to pay the Constructor in accordance with this Agreement and the Constructor has complied with section 9.5; or

11.5.2.3 otherwise materially breaches this Agreement.

11.5.3 Upon termination by the Constructor in accordance with section 11.5, the Constructor shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

11.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

ARTICLE 12 DISPUTE MITIGATION AND RESOLUTION

12.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Constructor shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution proceedings. If the Constructor continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

12.2 DIRECT DISCUSSIONS In the event that a dispute arises between Owner and Constructor regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the

Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho, unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

ARTICLE 13 MISCELLANEOUS

13.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

13.2 ASSIGNMENT Except as to the assignment of proceeds, the Parties shall not assign their interest in this Agreement without the written consent of the other. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly owned subsidiary of the Owner when the Owner has fully indemnified the Constructor or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Constructor than this Agreement. If such assignment occurs, the Constructor shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed in writing by the other Party.

13.3 GOVERNING LAW This Agreement shall be governed by the laws of the State of Idaho.

13.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.5 NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

13.6 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

13.7 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

13.8 RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

ARTICLE 14 CONTRACT DOCUMENTS

14.1 EXISTING CONTRACT DOCUMENTS This Contract expressly incorporates the following documents, together with any amendments that may be agreed to in writing by both parties:

Project Manual dated February 15, 2019, including:

PROJECT MANUAL COVER PAGE
00 01 10 TABLE OF CONTENTS
00 11 16 INVITATION TO BID
00 21 13 INSTRUCTIONS TO BIDDERS
00 25 13 PRE BID MEETING
00 31 00 AVAILABLE PROJECT INFORMATION
00 41 13 BID FORM
00 43 22 UNIT PRICES BID FORM
00 45 46 CONTRACTOR'S AFFIDAVIT CONCERNING TAXES
00 52 13 AGREEMENT BETWEEN OWNER AND CONTRACTOR
00 62 76 APPLICATION FOR PAYMENT FORM
00 63 13 REQUEST FOR INFORMATION FORM
00 63 49 WORK CHANGE DIRECTIVE FORM
00 73 00 SUPPLEMENTARY CONDITIONS
00 73 16 INSURANCE AND BONDING REQUIREMENTS
00 73 73 STATUTORY REQUIREMENTS - TAX COMMISSION
01 11 00 SUMMARY OF WORK
01 23 00 ALTERNATES
01 25 00 SUBSTITUTION PROCEDURES
01 26 00 CONTRACT MODIFICATION PROCEDURES
01 29 00 PAYMENT PROCEDURES
01 31 00 PROJECT MANAGEMENT AND COORDINATION
01 33 00 SUBMITTAL PROCEDURES
01 40 00 QUALITY REQUIREMENTS
01 50 00 TEMPORARY FACILITIES AND CONTROLS
01 73 00 EXECUTION
01 77 00 CLOSEOUT PROCEDURES

Drawings – Bid Set dated February 6, 2019, including:

C1.00 TITLE SHEET
C1.01 DETAILS
C1.02 DETAILS
C2.00 CIVIL PLAN
C2.01 CIVIL PLAN
C2.02 CIVIL PLAN
C2.03 CIVIL PLAN
C2.04 CIVIL PLAN
C2.05 CIVIL PLAN
C2.06 CIVIL PLAN
C3.00 SUEZ WATER AND INTERMOUNTAIN GAS VARIANCE
ESC1.00 EROSION AND SEDIMENT CONTROL PLAN
E0.0 ELECTRICAL COVER AND SCHEDULES
E1.0 ELECTRICAL OVERALL PLAN
E2.0 ELECTRICAL PLAN – FRONT TO GROVE
E2.1 ELECTRICAL PLAN – GROVE TO MAIN
E2.2 ELECTRICAL PLAN – IDAHO TO BANNOCK
E3.0 ELECTRICAL DETAILS
E3.1 ELECTRICAL SPECIFICATIONS
E3.2 ELECTRICAL SPECIFICATIONS
E3.3 ELECTRICAL SPECIFICATIONS

Bid Addenda dated *XXXXXXXX (if needed)*
Constructor's Bid dated *xxxxxxxxx*
Payment and Performance Bonds dated *xxxxxxxxxxx*
Insurance Certificates dated *xxxxxxxxxx*

14.2 INTERPRETATION OF CONTRACT DOCUMENTS

14.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, the Constructor shall perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them.

14.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, the Constructor shall immediately submit the matter to the Project Engineer for clarification. The Project Engineer shall confer with the Owner's Representative, and shall issue a clarification to the Constructor. Owner's clarifications are final and binding on all Parties, subject to an equitable adjustment in Contract Time or Contract Price or dispute mitigation and resolution.

14.2.3 Where figures are given, they shall be preferred to scaled dimensions.

14.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

14.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement; (c) subject to subsection 14.2.2, the drawings (large scale governing over small scale), specifications, and addenda issued prior to the execution of this Agreement or signed by both Parties; (d) information furnished by the Owner pursuant to subsection 3.13.4 or designated as a Contract Document in section 14.1; (e) other documents listed in this Agreement. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency.

End of Agreement | *Signatures appear on the following page.*

IN WITNESS WHEREOF, OWNER AND CONSTRUCTOR have executed this Agreement with an effective date as first written above.

OWNER: Capital City Development Corporation

BY: _____
John Brunelle, Executive Director

Date: _____

Approved as to Form

_____
Mary Watson, General Counsel | Contracts Manager

CONSTRUCTOR: [insert company name]

BY: _____
[Insert name of person who can sign contract and Title]

Date: _____

Budget Info / For CCDC Office Use	
Fund / District	303
Account	6250
Activity Code	18079
PO #	
Contract Term	

END OF SECTION 00 52 13

SECTION 00 62 76 APPLICATION FOR PAYMENT FORM

APPLICATION FOR PAYMENT NO. _____

To: Capital City Development Corporation (OWNER)
From: _____
Contract: _____
Project: _____
OWNER's Contract No. _____
PROJECT ENGINEER's Project No._____

For Work accomplished through the date of:

1.	Original Contract Price:	$ _____
2.	Net change by Change Orders and Written Amendments (+/-):	$ _____
3.	Current Contract Price (1 plus 2):	$ _____
4.	Total completed and stored to date:	$ _____
5.	Retainage (per Agreement): _____% of completed Work:	$_____
	_____% of stored material:	$_____
	Total Retainage:	$_____
6.	Total completed and stored to date less retainage (4 minus 5):	$_____
7.	Less previous Application for Payments:	$_____
8.	**DUE THIS APPLICATION (6 MINUS 7):**	**$_____**

Accompanying Documentation:

CONTRACTOR'S Certification: The undersigned CONTRACTOR certifies that: 1.) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; 2.) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and 3.) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated: _____ _____
CONTRACTOR

Notarized By:
State of _____
County of _____
Subscribed and sworn to before me this _____ day of _____, _____.

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: _____ _____
PROJECT ENGINEER / OWNER'S PROJECT MANAGER

APPLICATION FOR PAYMENT – INSTRUCTIONS

A. GENERAL INFORMATION

The sample Schedule of Values (next page) is intended as a guide only. Many projects require a more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by Project Engineer and Contractor at the time Contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Contract permits (or the law provides), and Contractor elects to deposit securities in lieu of retainage. *See* Division 01 Section 01 10 00 “Applications for Payment” for provisions concerning payments to Contractor.

B. COMPLETING THE FORM

The Schedule of Values, submitted and approved as provided in the General Conditions, should be reproduced as appropriate in the space indicated on the Application for Payment form. Note that the cost of materials and equipment is often listed separately from the cost of installation. Also, note that each Unit Price is deemed to include Contractor's overhead and profit.

All Change Orders affecting the Contract Price should be identified and included in the Schedule of Values as required for progress payments.

The form is suitable for use in the Final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

C. LEGAL REVIEW

All accompanying documentation of a legal nature, such as Lien waivers, should be reviewed by an attorney, and Project Engineer should so advise Owner.

END OF SECTION 00 62 76

Project:	**NAME OF PROJECT**						Application No.		1
Contractor:							Application Date		XX/XX/XX
Application for Payment								From	To
Continuation Sheet							Period	XX/XX/XX	XX/XX/XX
A	B	C	D	E	F	G	H	I	J
			Work Completed						
Item No.	Description of Work	Scheduled Value	Previous Application	This Pe…	Materials Presently Stored	Total Completed & Stored	%	Balance to Finish	Retainage to Date
	EXAMPLE ONLY *Contractor to List Based on Scope of Work*								
1	Mobilization, Bond					$0.00	#DIV/0!	$0.00	$0.00
2	Site Work					$0.00	#DIV/0!	$0.00	$0.00
3	Demolition					$0.00	#DIV/0!	$0.00	$0.00
4	Boring					$0.00	#DIV/0!	$0.00	$0.00
5	Electrical					$0.00	#DIV/0!	$0.00	$0.00
6	Surface Prep and Restoration					$0.00	#DIV/0!	$0.00	$0.00
7	Other					$0.00	#DIV/0!	$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00			$0.00
	Retainage for This Period			$0.00	$0.00				
	Application No.								
	Total Completed & Stored	$0.00							
	Less Retainage for this Period - Work Completed	$0.00							
	Less Retainage for this Period - Materials Presently Stored	$0.00							
	Total Requested for Payment	**$0.00**							

SECTION 00 63 13 REQUEST FOR INFORMATION FORM

REQUEST FOR INFORMATION

PROJECT: _____ RFI#: _____

ITEM: _____

REF. DWG. OR SPEC.: _____

SCHEDULE IMPACT? YES ☐ NO ☐ COST IMPACT? YES ☐ NO ☐

REQUEST RETURN BY: _____

DESCRIPTION/REQUEST: _____

_____

_____

_____

_____

ORIGINATOR: _____ FIRM: _____ DATE: _____

RESPONSE

_____

_____

_____

_____

BY: _____ FIRM: _____ DATE: _____

This is not an authorization to proceed with work involving additional costs and/or time. Notification must be given in accordance with the Contract Documents if any response causes any changes to the Contract Documents.

END OF SECTION 00 63 13

SECTION 00 63 49 WORK CHANGE DIRECTIVE FORM

WORK CHANGE DIRECTIVE FORM

No. _____

DATE OF ISSUANCE _____ EFFECTIVE DATE _____

OWNER _____
CONTRACTOR _____
Contract: _____
Project: _____

You are directed to proceed promptly with the following change(s):
Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change)

If OWNER or CONTRACTOR believe that the above change has affected Contract Price, any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in
Contract Price:

□ Unit Prices
□ Lump Sum
□ Cost of the Work_____

Estimated increase (decrease) in Contract Price:
$_____.
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:
Substantial Completion: _____ days;
Ready for final payment: _____ days.

RECOMMENDED:

_____
PROJECT ENGINEER
By:
_____

AUTHORIZED:

_____
OWNER
By:
_____

WORK CHANGE DIRECTIVE – INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order. See Division 01 General Requirements for procedures regarding issuance of Work Change Directives by Project Engineer.

For supplemental instructions and minor changes not involving a change in the Contract Price or the Contract Times a Field Order should be used.

B. COMPLETING THE FORM

Project Manager / Engineer initiates the form, including a description of the items involved and attachments.

Based on conversations between Project Engineer and Contractor, Project Engineer completes the following:

> METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated time is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable."

Once Project Engineer has completed and signed the form, all copies should be sent to Owner for authorization – the Project Manager / Engineer alone does not have authority to authorize changes in Price or Times. Once authorized by Owner, a copy should be sent by Project Engineer to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor with Project Engineer's recommendation.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order. Division 01 General Requirements requires that a Change Order be initiated and processed to cover any undisputed sum or amount of time for Work actually performed pursuant to this Work Change Directive.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

END OF SECTION 00 63 49

SECTION 00 73 00 SUPPLEMENTARY CONDITIONS

1. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by Owner on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. Contractor further understands that Contractor may be liable for self-employment (Social Security) tax to be paid by Contractor according to law.

2. LICENSES AND LAW: Contractor represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement. Contractor further agrees to comply with all applicable laws, ordinances, and codes of Federal, State and local governments in the performance of the services hereunder.

3. FRINGE BENEFITS: Because Contractor is engaged in its own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of Owner.

4. AMENDMENTS: This Agreement, including the amount of compensation and the Scope of Work, may be amended only in writing, upon mutual agreement of both Owner and Contractor.

5. DISCRIMINATION PROHIBITED: In performing the services required herein, Contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin or ancestry, age or handicap. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination or suspension of the Agreement by Owner, in whole or in part, and may result in ineligibility for further work for Owner.

6. NUMERATION: Owner and Contractor acknowledge the Agreement may contain gaps in the numbering of the provisions. Despite the gaps in the numbering, Owner and Contractor acknowledge the Agreement is the complete Agreement between them.

7. SILENCE OF SPECIFICATION: The apparent silence of this specification and supplemental specifications as to any detail, or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to be used. Any exception to this specification shall be cause for rejection. Owner reserves the right to verify specification compliance and other information with published sources as deemed necessary.

8. ACCIDENT PREVENTION: The Contractor shall provide and maintain work environments and procedures which will:

A. Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities.

B. Comply with all local, County, State, or other applicable legal requirements and will exercise all legally required safety precautions at all times.

C. Ensure that all Contractor employees who are performing work in the streets wear an appropriate safety vest.

D. Avoid interruptions of Government operations and delays in Project completion dates; and will exercise due care during the performance of work to protect from damage all existing facilities, structures, landscaping and utilities on local jurisdiction and private property.

E. For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall:
   i) Provide appropriate safety barricades, signs, and signal lights;
   ii) Ensure that any additional measures the Owner determines to be reasonably necessary for the purposes are taken.
   iii) Take every reasonable effort to keep sidewalks, vehicle travel lanes, driveways and crosswalks open at all times.
   v) Report to Owner immediately any Contractor caused damages.
   vi) Effect the prompt repair any damage to any public property incurred while installing the required items. Repairs to be completed as quickly as is reasonably possible and as required by local ordinance.

9. EMPLOYMENT OF IDAHO RESIDENTS IN PUBLIC WORKS CONSTRUCTION. Contractor shall comply with Idaho Code § 44-1001 in performing the Work on the Project. **This Code provision is reproduced below for convenience from the State of Idaho website and shall be verified by Contractor.**

> 44-1001. EMPLOYMENT OF RESIDENTS OF IDAHO -- WAGE SCALE -- FEDERAL FUNDS. In all state, county, municipal, and school construction, repair, and maintenance work under any of the laws of this state the contractor, or person in charge thereof must employ ninety-five percent (95%) bona fide Idaho residents as employees on any such contracts except for procurement authorized in section 67-2808(2), Idaho Code, or where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided however, in such a case employers must give preference to the employment of bona fide Idaho residents in the performance of such work; provided, that in work involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged members of the United States armed forces, including airmen, soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

END OF SECTION 00 73 00

SECTION 00 73 16 INSURANCE AND BONDING REQUIREMENTS

Insurance

Upon execution of the Contract and prior to commencing any Work under the Contract, Contractor shall obtain at its sole cost and expense and thereafter maintain, for the duration of the Contract, at least the minimum insurance coverages set forth below:

(a) Worker's compensation insurance as required by applicable law or regulation;

(b) Employer's liability insurance in the minimum amount of $100,000 each accident for bodily injury, $100,000 each employee for bodily injury by disease and $500,000 policy limit for bodily injury by disease;

(c) Commercial General Liability ("CGL") insurance covering all operations by or on behalf of Contractor with minimum limits of liability of $1,000,000 for each occurrence and $2,000,000 aggregate for both bodily injury and property damage. Contractor may provide insurance up to the required limits through a CGL policy or through a CGL policy and an umbrella policy.

The aggregate limits shall apply separately to the Project, or the Contractor shall obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor.

The CGL insurance policy shall name Owner as Additional Insured and shall protect its officers, agents and employees from and against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00 01 04 13).

By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations for a minimum of two (2) years following Final Completion of the Project. The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c), and underground (u) exposures without the specific written approval of the Owner. Owner shall be named as an Additional Insured by the terms of the policy or by an endorsement issued by the insurer; and

(d) Automobile liability insurance including coverage for owned, hired, and non-owned automobiles. The limits of liability shall not be less than $1,000,000 combined single limit each accident for bodily injury and property damage combined. Contractor shall require each of its subcontractors to include in their liability insurance policies coverage for automobile contractual liability. The automobile liability insurance policy shall name Owner as Additional Insured and shall protect its officers, agents and employees from and against claims.

All insurance required in the Contract shall be occurrence based coverage as opposed to claims based coverage and shall be procured from companies which are authorized to do business in Idaho.

To the extent commercially available to the Contractor from its current insurance company, insurance policies required under the Contract shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is non-renewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, the Contractor shall furnish the Owner with certificates of insurance until two years after Substantial Completion or longer if required by the Contract. In addition, if any insurance policy required under the Contract is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Contractor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

Contractor may include all subcontractors as insureds under the Contractor's policies in lieu of separate policies by each subcontractor.

Contractor shall furnish Owner with a copies of the CGL policies or endorsement naming Owner as an Additional Insured and certificates of insurance including the required endorsements for Contractor and all subcontractors not included under Contractor's policy prior to execution of the contract by Owner and prior to any work being performed.

All insurance provided by Contractor under the Contract shall include a waiver of subrogation by the insurers in favor of Owner. Contractor hereby releases CCDC, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage covered by Contractor's insurance or other insured claims arising out of Contractor's performance under the Contract.

The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Owner. The fact that the Contractor has obtained the insurance required shall in no manner lessen or affect the Contractor's other obligations or liabilities set forth in the Contract.

Payment and Performance Bonds

Payment and Performance Bonds are required of the Contractor. Such bonds shall be issued by a surety admitted in the state of Idaho, payable to Owner, and must be acceptable to the Owner to be valid. The Owner's acceptance shall not be withheld without a reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. Any increase in the Contract Price that exceeds ten percent (10%) in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such ten percent (10%) amount, the penal sum of the bond shall remain equal to one hundred percent (100%) of the Contract Price. The Contractor shall endeavor to keep its surety advised of changes potentially impacting the Contract Price and Contract Time, though the Contractor shall require that its surety waives any requirement to be notified of any alteration or extension of time within the scope of the initial Agreement. The performance bond shall include coverage in favor of Owner for correction of Defective Work by the Contractor for two years following Substantial Completion of the Work.

END OF SECTION 00 73 16

SECTION 00 73 73 STATUTORY REQUIREMENTS – TAX COMMISSION

Contractor shall complete the WH-5 PUBLIC WORKS CONTRACT REPORT and provide to Owner at the time of execution of the Contract. See WH-5 report on next page.

Do not file with the State Tax Commission; Owner will file the Report.

Idaho Code § 54-1904A and § 63-3624(g) require all public works contracts to be reported to the Tax Commission within thirty (30) days after a contract is awarded.

END OF SECTION 00 73 73

Idaho State Tax Commission

WH-5 Public Works Contract Report

Ref. No. (State use only)

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 qualifed to do business in Idaho
Business operates as ☐ Sole proprietorship ☐ Partnership ☐ Corporation ☐ 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 DATES

Scheduled project start date: ______________________ Completion date: ___________________________

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

ALL SUBCONTRACTORS

Name		Federal EIN
Address		Public works contractor number
City, State, ZIP	☐ LLC ☐ Corporation ☐ Sole proprietorship ☐ Partnership	Amount of subcontract $
Description of work		

Name		Federal EIN
Address		Public works contractor number
City, State, ZIP	☐ LLC ☐ Corporation ☐ Sole proprietorship ☐ Partnership	Amount of subcontract $
Description of work		

Name		Federal EIN
Address		Public works contractor number
City, State, ZIP	☐ LLC ☐ Corporation ☐ Sole proprietorship ☐ Partnership	Amount of subcontract $
Description of work		

Name		Federal EIN
Address		Public works contractor number
City, State, ZIP	☐ LLC ☐ Corporation ☐ Sole proprietorship ☐ Partnership	Amount of subcontract $
Description of work		

ALL SUBCONTRACTORS (CONTINUED)

Name			Federal EIN
Address			Public works contractor number
City, State, ZIP	☐ LLC ☐ Sole proprietorship	☐ Corporation ☐ Partnership	Amount of subcontract $
Description of work			
Name			Federal EIN
Address			Public works contractor number
City, State, ZIP	☐ LLC ☐ Sole proprietorship	☐ Corporation ☐ Partnership	Amount of subcontract $
Description of work			
Name			Federal EIN
Address			Public works contractor number
City, State, ZIP	☐ LLC ☐ Sole proprietorship	☐ Corporation ☐ 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	☐ Tax paid to supplier ☐ Tax paid to state*	☐ No tax paid
Name		Federal EIN	Total value $
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	☐ Tax paid to supplier ☐ Tax paid to state*	☐ No tax paid
Name		Federal EIN	Total value $
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	☐ Tax paid to supplier ☐ Tax paid to state*	☐ No tax paid
Name		Federal EIN	Total value $
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	☐ Tax paid to supplier ☐ Tax paid to state*	☐ No tax paid

* 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.

SECTION 01 10 00 SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information
2. Work covered by Contract Documents
3. Definitions
4. Substantial Completion
5. Work Restrictions
6. Construction Schedule
7. Contractor Responsibilities for Community Relations
8. Specification and Drawing Conventions

B. Related Requirements: See Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's and adjacent public and/or private facilities.

C. The terms “Agreement” and “Contract” are equivalent; the terms “Capital City Development Corporation,” “CCDC,” and “Owner” are equivalent; the terms “Project Engineer,” “Owner’s Project Manager,” and “Project Manager” are equivalent.

1.3 PROJECT INFORMATION

A. Project Identification: 15th Street Utility Undergrounding and Conduit Bank (“Project”)

B. Project Area: 15th Street between Front Street and State Street.

C. Owner: Capital City Development Corporation (CCDC).
Owner’s Representative: Matt Edmond, CCDC Project Manager.
208-384-4264 (main) / 208-391-1221 (direct)
medmond@ccdcboise.com

D. Project Engineer / Owner’s Project Manager: Quadrant Consulting, Inc.
Ricardo Zavala, P.E. 208-343-0091
ricardo@quadrant.cc

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project Scope or Work consists of all labor, equipment, materials, products, systems, structure, finishes, accessories, furnishings, specialists, special construction, taxes, transportation facilities and services, overhead and profit necessary for and/or reasonably incidental to the entire completion of the **15th Street Utility Undergrounding and Conduit Bank Project** as shown and described in the contract documents including the Drawings, Specifications and the Project Manual: 15th Street Utility Undergrounding and Conduit Bank, dated February 15, 2019. For convenience, the Work may be summarized as follows:

1. The Project generally includes furnishing and installing underground power service lines, telecommunication conduit and related equipment between Idaho Power facilities and the buildings served. The project includes, but is not limited to, the following major components:
   a. Furnish and install underground electrical lines and telecommunication service conduit and related equipment between Idaho Power surface mounted transformers (provided by Idaho Power) and/or telecommunications vaults and/or pedestals and buildings served.
   b. Demolition and repair of existing asphalt and concrete, as necessary on portions of the project
   c. Preparing and obtaining approval for traffic control plans and installing traffic control measures as required by authorities having jurisdiction.
   d. Obtaining and paying for permits required by authorities having jurisdiction.

B. Type of Contract: Project will be constructed under one contract awarded to a single Contractor, who shall be responsible for completion of the Project, if the CCDC Board of Commissioners decides to award a contract. The contract will be similar to the ConsensusDOCS 200: *Standard Agreement and General Conditions between Owner and Contractor*, as modified by Owner and as modified by supplementary conditions prepared by Owner. Owner reserves the right to make revisions to the contract provisions prior to presenting the final contract for execution.

1.5 DEFINITIONS

A. **Block Face:** That portion of a street frontage included in the Project that is one block long or less and is terminated at each end by street intersections (with no intervening street crossings) or by a street intersection and project limit line short of the next street intersection. A Block Face may include the sidewalk, curb, gutter, and part or all of the travel lanes in the street right-of-way as shown in the Drawings. For purposes of this definition, an alley is not considered a street.

B. **Building, Active**: Building that has an active primary use or uses in operation such as offices of all types, commercial businesses, service businesses, government facilities, schools, day care, health care, cultural facilities, entertainment, residences, public and private community-type activities, places of worship, etc. and ancillary activities for other primary uses such as storage, back office operations where the building is in use by people on a regular basis.

C. **Building, Vacant:** Building which is empty of any contents, has no occupant, or where no active use is present or in operation. Temporary lapses in activity in a building do not cause it to be considered vacant.

D. **Building Frontage:** The portion of a Block Face where the public face(s) of an Active Building are located on or in close proximity to the sidewalk, where the Active Building typically has storefront-style windows along this perimeter, and the public entrances / exits for residential and commercial tenants, guests, and customers take immediate access from the sidewalk. Building Frontage is also where businesses in the building typically locate outdoor dining and seating areas on the sidewalk. Active buildings located at street intersections have Building Frontage on both Block Faces. For purposes of this definition, a Block Face where a Vacant Building is located is not considered Building Frontage for the time when the building meets the definition of a Vacant Building.

E. **Construction Period:** Period of time between the Date of Commencement stated in the Notice to Proceed issued by the Owner and the date of Final Completion stated in the Certificate of Final Completion issued by the Owner and executed by the Owner, Project Engineer, and Contractor.

F. **Construction Zone:** A type of Work Area where public access is prohibited and Work is contained within a single construction fence installation (or equivalent barrier) so that construction of streetscape improvements may proceed as a continuous operation. Requirements stated in the Contract Documents for Work Areas include Construction Zones, unless the Project Engineer and/or Owner determine otherwise from the context of the reference. Construction Zones include:

1. **Building Frontage Construction Zones**: Construction Zone where the construction fence enclosure includes Building Frontage(s) of Active Building(s) and temporarily closes the sidewalk to public use, blocks access between the sidewalk and building entrances and exits of occupied buildings, cuts off the flow of sidewalk traffic along the public face of Active Building(s), and requires interruption of sidewalk dining and sitting areas associated with the Active Building(s). Owner has established a time limit on how long construction fencing may remain in place if the fencing includes one or more Building Frontages of Active Building(s).

2. **Other Construction Zones**: Construction Zones which do not include Building Frontage(s) of Active Buildings, including but not limited to Construction Zones on sidewalks that front vacant or undeveloped land, parking lots and/or Vacant Building(s) which remain Vacant Building(s) while Work is being performed in the Construction Zone adjacent to such building or buildings.

G. **Contractor**: Bidder that receives the contract award from the CCDC Board and executes the Contract for the Project, including the Attachments, Exhibits, and Appendices incorporated therein. For purposes of the Contract Documents, the terms “Constructor” and “Contractor” are equivalent.

H. **Contractor’s Project Manager**: Individual designated by Contractor as having authority to represent, make decisions, and act on behalf of Contractor, and who has

supervisory authority over the Work being performed for the Project. For purposes of the Contract Documents, the terms "Contractor's Project Manager" and "Constructor's Project Manager" are equivalent.

I. **Drawings & Technical Specifications or Drawings:** The drawings and specifications prepared, stamped, and signed by the Project Engineer and by the licensed structural engineer and licensed electrical engineer retained by the Project Engineer as subconsultants; and the drawings and specifications prepared, stamped and signed by the licensed Engineer for construction of the Project.

J. **Final Completion:** Point at which Contractor believes that Scope of Work is complete in accordance with all specifications, drawings, and Contract requirements, all Punch List items have been completed, the Project Engineer has reviewed the Work and recommended issuance of a Certificate of Final Completion, and the Owner, Project Engineer and Contractor have executed a Certificate of Final Completion specifying a date of Final Completion.

K. **Owner's Project Manager:** Individual retained by Owner to perform day-to-day field oversight of the Project on Owner's behalf and to serve as prime point of contact for Contractor. The Project Manager consults with the Owner on decisions requiring the Owner's approval, and possesses full authority to receive instructions from Owner and to act on those instructions.

L. **Project Engineer:** Licensed individual retained by Owner to perform civil engineering design and surveying, prepare bidding and construction documents, prepare erosion and sediment control plans, submit plans and obtain plan approval from the Ada County Highway District (ACHD) and other agencies having jurisdiction, perform construction administration and the responsibilities assigned to the Project Engineer in the Contract Documents and act as Owner's Project Manager for the Project.

M. **Project Manager:** See Owner's Project Manager.

N. **Project Site:** The area or areas of land with defined limits on which the Work of the Project is to be performed.

O. **Request for Information (RFI**): Request from Contractor seeking information required by or clarifications of the Contract Documents.

P. **Site:** See "Project Site."

Q. **Substantial Completion:** Point in execution of Contract at which Contractor believes Scope of Work is complete, the Project Engineer has reviewed the Work and recommended issuance of a Certificate of Substantial Completion, and the Owner, Project Engineer, and Contractor have executed a Certificate of Substantial Completion specifying the date of Substantial Completion.

R. **Work Areas:** Areas where construction activity is occurring that may or may not have fencing or **o**ther types of barricades prohibiting access by the public. Areas within Work Areas where fencing is in place and public access is prohibited are

referred to as Construction Zones in the Contract Documents. Requirements stated in the Contract Documents for Work Areas include Construction Zones, unless the Project Engineer and/or Owner determine otherwise from the context of the reference.

1.6 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to areas identified in the plans. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1.7 SUBSTANTIAL COMPLETION

A. Refer to Division 01 Section 107700 “Closeout Procedures” for additional Substantial Completion Procedures.

1. Contactor shall work diligently to ensure completion of the entire Work is completed within FIFTY-SIX (56) Days from Date of Commencement.

2. Final Completion in TWENTY-ONE (21) days after Substantial Completion.

1.8 WORK RESTRICTIONS

A. Work Restrictions, General

1. Comply with all requirements and limitations on use of public streets and sidewalks and with other requirements of authorities having jurisdiction.

a. Parking Spaces: Contractor shall obtain authorization for and implement parking space closures as required by Boise City Parking Control.
b. Street Lights: Temporary disruption of street lights may be necessary. Contact Boise City Public Works at least five (5) business days prior to disruption of street lights or circuits.
c. Traffic Signals: Disruption of traffic signals is not anticipated. If disruption is unavoidable, contact ACHD and notify Project Engineer at least five (5) business days prior to disruption of traffic lights.
d. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to adjacent property owners, tenants, businesses, and residents. Notify Project Engineer and the appropriate parties not less than two (2) business days in advance of proposed disruptive operations.
e. Nonsmoking Buildings: Smoking is not permitted within 25 feet of building entrances, operable windows, or outdoor-air intakes.

f. Controlled Substances: Use of alcohol and other controlled substances on Project Site is not permitted.

B. Work Restrictions in Construction Zones

1. Building Frontage Construction Zones

a. To minimize disruption to adjacent businesses and customary use of public rights-of-way, Owner requires that the time period between initial installation of construction fencing closing the sidewalk to public use and removal of the construction fencing reopening the sidewalk to public use be limited to twenty-one (21) Days ("21-Day Limit"), except as otherwise provided.
b. Contractor may have more than one Building Frontage Construction Zone in place in the Project Site at any given point in time. Each Building Frontage Construction Zone will have its own 21-Day limit on closure.
c. If Contractor is delayed in meeting the 21-Day Limit for a Building Frontage Construction Zone by any cause beyond Contractor's control, Contractor shall be entitled to an equitable extension of the 21-Day Limit in the same manner as is allowed in Section 6.6 of the Contract. Approval of an equitable extension shall be in the form of a written Change Order approved by Owner, Project Engineer, and Contractor.
d. If the sidewalk in a Building Frontage Construction Zone remains closed to customary public use for longer than the 21-Day Limit, or such time extension allowed by an approved Change Order, Contractor shall pay TWO HUNDRED DOLLARS ($200.00) as liquidated damages for each consecutive Day thereafter that construction fencing is in place and customary use of the sidewalk in the Building Frontage Construction Zone is not available.
e. Project Engineer will be responsible for noting the date when the construction fencing was installed and the sidewalk was closed to customary public use and when the construction fencing was removed and customary public use was restored for each Building Frontage Construction Zone. Project Engineer shall determine if the 21-Day Limit for that Construction Zone has been met.

2. Other Construction Zones: Construction fencing or barricades used to create a construction zone and close the sidewalk where no Building Frontages are adjacent to the sidewalk ("Other Construction Zones") do not fall under the 21-Day Limit, provided that no Building Frontage shall be denied access to the larger sidewalk network due to Other Construction Zone(s) being placed on either side or both sides of a Building Frontage.

C. Restricted Days - Downtown Events: Based on previous experience, Owner advises that ACHD may require that streets operate normally in areas affected by downtown events. Inquire early about ACHD restrictions that may impact the Construction Schedule.

D. Work Hours: Exercise care and good judgment when operations causing high levels of noise or other disturbances are performed so as to minimize impacts on nearby residents and businesses.
   1. Work Hours are in accordance with ACHD permit.
   2. Low noise impact activities such as surveying, layout and weather protection may be performed at any time.

E. Protection of Existing Utilities; Utility Interruptions: Contractor shall exercise extreme care when working in the vicinity of existing utilities.

   1. Retain and protect all utilities within the Project Limits not specifically identified for abandonment or relocation.

   2. Do not disrupt utility services without notification to utility provider and Project Engineer at least five (5) business days prior disruption.

F. Construction in Public Rights-of-Way; Temporary Closures: The entire Project Site is in public rights-of-way. Sidewalks and vehicular travel lanes shall remain open to pedestrians, bicyclists, and motorists except for temporary closures during construction activity.

   1. Provide continuous access during hours of use throughout the duration of the Work for all main entries and emergency exits for businesses and other occupied spaces which front on and/or take access from areas affected by the construction activity, or provide alternate entry/exit points acceptable to Project Engineer and authorities having jurisdiction.

      a. Contractor may request defined temporary closures for a specific entry/exit for hours when an occupied building will be unoccupied and locked by the building owner/property manager against any person gaining access. Such closures shall be approved in writing by the building owner/property manager and agencies having jurisdiction, and notification and a copy of written permission shall be provided to the Project Engineer and Owner's Representative at least one (1) business day prior to closure.
      b. Contractor may close a specific parking lot entry/exit if closure is acceptable to the parking lot owner/property manager. The parking lot owner/property manager acceptance shall be in writing and a copy provided to the Project Engineer and Owner's Representative at least one (1) business day prior to closure.
      c. Notwithstanding the foregoing, Contractor shall take responsibility for meeting emergency exiting requirements of agencies having jurisdiction at all times when such requirements apply.

   2. Maintain continuous driveway access to parking lots taking access to streets through Work Areas, except for temporary closures coordinated with parking lot owners and the Project Engineer.

   3. Install fencing, barricades, or other measures to direct travel by the general public through Work Areas; prevent the general public from entering

Construction Zones within a Work Area where construction activity warrants such exclusion; protect the Work from damage; and protect public safety.

a. Install protected pedestrian routes where required by ACHD using methods acceptable to ACHD.
b. Temporary closures, installation of protected routes, and/or re-routing of motorists, pedestrians, and bicycle traffic are subject to the requirements and approval of authorities having jurisdiction.

G. Securing Work Areas: Secure portions of or entire Work Areas from entry by the general public where construction activities are occurring that require exclusion to protect public safety (Construction Zones); where safe to do so, allow the general public to travel through the reminder of Work Areas (if any) to access businesses or other uses fronting on and/or taking access from Work Areas. Contractor is responsible for selecting appropriate materials and methods to identify which part(s) of a given Work Area are open to use by the general public and which part(s) should be closed Construction Zones.

1. Contractor is responsible for the safety of each Work Area on a continuing basis throughout the construction period.

2. Contractor shall advise Project Engineer no later than the Preconstruction Meeting of the proposed materials and methods Contractor proposes to use to keep each Work Area safe for the general public. Proposed materials and methods are subject to Project Engineer acceptance.

1.9 CONSTRUCTION SCHEDULE

A. Contractor shall submit a tentative Construction Schedule including all activities, locations, and dates to Project Engineer at or before the Preconstruction Meeting. Submit a detailed Construction Schedule for Project Engineer's review and approval prior to commencement of Work.

B. Contractor shall not begin any surface demolition or work until receipt of a written Notice to Proceed. Contractor shall diligently maintain progress and complete the work by the required Substantial and Final Completion dates.

C. Construction Schedule shall provide for a minimum of disruption to adjacent residents and businesses.

D. Contractor shall update the Construction Schedule as the Work progresses and provide a copy of schedule revisions to the Project Engineer as they occur. At a minimum, Contractor shall provide an updated schedule no later than the first business day of each month. Schedule revisions which would affect Contractor's ability to complete the Work by the established Substantial Completion or Final Completion date require Project Engineer and Owner approval through issuance of an approved Change Order.

1.10 CONTRACTOR RESPONSIBILITIES FOR COMMUNITY RELATIONS

A. Prior to commencement of construction, Contractor shall participate with Project Engineer and Owner in developing a communication and community relations strategy for resolving day-to-day issues, concerns, and complaints raised by property owners, building owners, tenants, residents, customers, visitors, and the general public which may be affected by construction activities in the Work Areas during the construction period. ("Other Parties Affected by Construction"). Contractor's Project Manager and point person, if different, shall attend meetings with the Owner, Project Engineer, and Other Parties Affected by Construction to address community relations issues as needed. Contractor shall:

1. Assume responsibility for communicating the importance of maintaining good community relations during the Project to employees, subcontractors, and other construction personnel.
2. Enlist employees, subcontractors and other construction personnel in implementing the community relations plan.
3. Identify a point person employed by the Contractor who will represent the Contractor in taking calls from and meeting with Other Parties Affected by Construction.
4. Provide contact information for the point person which can be given to the general public.
5. Attend meetings with the Owner, Project Engineer, and Other Parties Affected by Construction to address community relations issues as needed.

1.11 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: Specifications in this Project Manual use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2. Specification requirements shall be performed by Contractor unless specifically stated otherwise.

B. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail on the Drawings. One or more of the following are used on the Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

C. Division 01: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain Work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in Contract.
2. The cost or credit for each Alternate is the net addition to or deduction from the Contract Sum to include Alternate in or exclude Alternate from the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the Alternate into Project.

1. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of Alternate.

B. Notification: Immediately following award of Contract, notify each party involved, in writing, of the status of each Alternate. Indicate if Alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to Alternates.

C. Execution: Execute accepted Alternates under the same conditions as other Work in Contract.

D. Schedule: A Schedule of Alternates is included at the end of this Section.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Bid Alternate No. 1. – Asphalt Repair on 15th Street as per plans and specifications.

END OF SECTION 01 23 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of Contract.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor after award of the contract are considered to be request for substitutions.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

B. The following are not considered to be requests for substitutions:
1. Substitutions requested during the bidding period and accepted by Addendum prior to award of the Contract are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
2. Revisions to the Contract Documents requested by the Owner or Project Engineer.
3. Specified options of products and construction methods included in the Contract Documents.
4. The Contractor’s determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Owner and Project Engineer require electronic submittals. Identify and incorporate information in each electronic submittal. Submit requests according to procedures required for change-order proposals.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

    a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    e. Samples, where applicable or requested.
    f. Certificates and qualification data, where applicable or requested.
    g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    h. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
    i. Cost information, including a proposal of change, if any, in the Contract Sum.
    j. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
    k. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Project Engineer’s Action: If necessary, Project Engineer will request additional information or documentation for evaluation within five (5) business days of receipt of a request for substitution. Project Engineer will notify Contractor of acceptance or rejection of proposed substitution within five (5) business days of receipt of request, or five (5) business days of receipt of additional information or documentation, whichever is later.

    a. Forms of Acceptance: Change Order, Construction Change Directive, or Project Engineer's Supplemental Instructions for minor changes in the Work.
    b. Use product specified if Project Engineer does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than seven (7) days prior to time required for preparation and review of related submittals.

1. Conditions: Project Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Project Engineer will return requests without action, except to record noncompliance with these requirements.

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.
c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1. Division 01 Section 01 25 00 SUBSTITUTION PROCEDURES for administrative procedures for handling requests for substitutions made after award of the contract.

1.2 SUMMARY

A. Section includes:

1. Minor Changes in the Work.
2. Requests for Information (RFIs).
3. Change Order Proposal Requests.
4. Unit Prices for Change Orders.
5. Construction Change Directives.

1.3 MINOR CHANGES IN THE WORK

A. Owner or Project Engineer will issue supplemental instructions authorizing minor changes in the Work not involving adjustment to the Contract Sum or the Contract Time.

1.4 REQUESTS FOR INFORMATION (RFIs).

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI to the Project Engineer, with a copy to Owner. All RFIs shall be submitted by Contractor.

1. RFI Form: Use the RFI Form provided in the Project Manual or an alternative form acceptable to the Project Engineer; follow the format and submit complete information as indicated on the provided form.
2. Project Engineer will return without review any RFIs submitted to Project Engineer by any other entity, whether controlled by Contractor or not.
3. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Project Engineer’s Action: Project Engineer will review each RFI, determine action required, and respond within 48 hours, not including weekends.

1. Project Engineer's response may include a request for additional information, in which case Project Engineer's time for response will date from time of receipt of additional information.
2. Project Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit a Change Order Proposal according to the procedures set forth herein.
3. If Contractor believes the Project Engineer's RFI response warrants a change in the Contract Time or the Contract Sum, Contractor must notify Project Engineer in writing within 48 hours (weekends omitted) of receipt of the RFI response.

1.5 CHANGE ORDER PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Owner or Project Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal requests issued by Owner or Project Engineer are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
2. Within five (5) days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Owner or Project Engineer for the Owner's review.

    a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.
    d. Include an updated Contractor's construction schedule that indicates the effect of the change on the Contract Time, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Owner.

1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.

5. Include an updated Contractor's construction schedule that indicates the effect of the change on the Contract Time, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in 01 25 00 SUBSTITUTION PROCEDURES if the proposed change requires substitution of one product or system for product or system specified.

1.6 CHANGE ORDER PROCEDURES

A. Upon the Owner's approval of a Proposal Request, the Owner or Project Engineer will issue a Change Order for signatures.

1.7 UNIT PRICES FOR CHANGE ORDERS

A. Unit Prices Offered by Contractor and Accepted by Owner are those listed on 00 43 22 UNIT PRICES BID FORM, submitted by Contractor with Contractor's Bid.

B. Application of Unit Prices during Contract Time: The unit prices which were provided by the Contractor and accepted by the Owner as part of the bidding process, will be used during the Contract Time if changes in the Scope of Work occur which would add or subtract square footage, lineal footage or lump sum units included in the Unit Prices Table to or from the Project.

1.8 CONSTRUCTION CHANGE DIRECTIVE

A. Work Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Owner and Project Engineer may issue a Work Change Directive. A Work Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Work Change Directive contains a complete description of change in the Work. It also designates the method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1. Coordinate the Schedule of Values and Applications for Payment with Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules.
2. Submit the Schedules of Values for Project Engineer's review and approval no later than the date for the Preconstruction Meeting.

B. Format and Content: Use a Schedule of Values similar to the sample (associated with Section 00 62 76 APPLICATION FOR PAYMENT FORM) provided in the Project Manual, or use an alternate form acceptable to the Project Engineer; follow the format and submit complete information as indicated in the sample.

1. Provide a breakdown of the Contact Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.
2. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
3. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

4. Each item in the Schedules of Values and Payment Applications shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

5. Schedule Updating: Update and resubmit the Schedule of Values before the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by Owner.

    1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The period covered by each Application for Payment is one month, ending on the last day of the month. Contractor shall submit the Application for Payment by the fifth business day following the last day of the month. Applications received after the fifth business day following the last day of the month shall be reviewed the following month, without exception.

C. Application for Payment Forms: Use Application for Payment form provided or an equivalent form acceptable to the Project Engineer.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Project Engineer will return incomplete applications without action.

    1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
    2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Information on Mechanic's Liens: Contractor acknowledges that Owner is a public entity and that any property owned by Owner is considered public property, and that liens on public property are not enforceable. Contractor agrees that it shall not file any liens against property owned or controlled by Owner which is a part of the Worksite (the "Property"). Subject to Owner's payment of the compensation in accordance with the terms of this Agreement, Contractor will promptly discharge all liens, if any, filed against the Property by Contractor’s subcontractors, suppliers and materialmen, and agents and persons employed by any of such persons.

F. Initial Application for Payment: Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. Contractor's Construction Schedule.
5. Copies of building permits.
6. Copies of authorizations and licenses from governing authorities for performance of the Work.
7. Certificates of insurance and insurance policies.
8. Performance and payment bonds.
9. Data needed to acquire the Owner’s insurance.
10. Report of preconstruction.

G. Application for Payment at Substantial Completion: After the Project Engineer issues the Certificate of Substantial Completion, submit an Application for Payment.

1. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
2. Administrative actions and submittals that shall precede or coincide with this application include:

    a. Occupancy permits and similar approvals.
    b. Warranties (guarantees) and maintenance agreements.
    c. Test/adjust/balance records.
    d. Maintenance instructions.
    e. Changeover information related to Owner’s occupancy, use, operation, and maintenance.
    f. Final cleaning.
    g. Application for reduction of retainage and consent of surety.
    h. List of incomplete Work, recognized as exceptions to Project Engineer’s Certificate of Substantial Completion.

H. Final Payment Application: Administrative actions and submissions that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Transmittal of required Project construction records to the Owner.
4. Insurance certificates for products and completed operations where required.
5. Proof that taxes, fees, and similar obligations were paid.
6. Removal of temporary facilities and services.
7. Removal of surplus materials, rubbish, and similar elements.
8. Updated final statement, accounting for final changes to the Contract Sum.
9. Tax Release from the Idaho State Tax Commission.
10. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims.”
11. Evidence that claims have been settled, if applicable.
12. Final liquidated damages settlement statement, if applicable.

I. Contractor shall execute an Acknowledgment of Final Payment Form provided to Contractor by Owner in exchange for the Final Payment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 – PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. General Coordination Procedures
   2. Project Meetings

1.3 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation, connection, and operation of each part of the Work.

   1. Coordinate construction operations with other contractors.

   2. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation and to ensure compliance with project milestones.
   3. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
   4. Make adequate provisions to accommodate items scheduled for later installation.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to:

   1. Preparation of Contractor's Construction Schedule.
   2. Preparation of the Schedule of Values.
   3. Installation and removal of temporary facilities and controls.
   4. Delivery and processing of submittals.
   5. Progress Meetings
   6. Project closeout activities.

1.4 PROJECT MEETINGS

A. General: Conduct progress meetings at regular intervals.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Project Engineer of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda; distribute to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Project Engineer, within three (3) business days of the meeting.

B. Preconstruction Meeting: Owner shall schedule and conduct a Preconstruction Meeting to review responsibilities and personnel assignments at a time convenient to Contractor and Project Engineer, but no later than seven (7) Days after execution of the Agreement and prior to start of construction.

1. Attendees: Authorized representatives of Owner, Project Engineer, Contractor, and Contractor's Project Manager; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to make decisions related to the Work.
2. Agenda: Discuss items of significance that could affect progress, including:

    a. Designation of key personnel and their duties.
    b. Lines of communication.
    c. Distribution of the Contract Documents.
    d. Tentative Construction Schedule, including project milestones.
    e. Communication and community relations strategy.
    f. Procedures for RFIs.
    g. Submittal procedures.
    h. Procedures for processing field decisions and Change Orders.
    i. Procedures for testing and inspecting.
    j. Procedures for processing Applications for Payment.
    k. Owner's occupancy requirements.
    l. Work restrictions (days and hours); events that may create restrictions.
    m. Traffic controls and temporary closures.
    n. Parking availability.
    o. Work and storage areas.
    p. Equipment deliveries and priorities.
    q. First aid.
    r. Progress cleaning.

3. Minutes: Owner or designee will record and distribute meeting minutes.

C. Progress Meetings: Contractor shall conduct a weekly Progress Meeting with Project Engineer and Owner's Representative each week during the construction period in order to coordinate construction activities and to identify and resolve issues arising during construction.

4. Location: Progress Meetings are typically held in the field but may be held at Owner's offices if an office location is needed.
5. Attendees: Contractor, Project Engineer, Owner's Representative and any subcontractors or subconsultants needed in attendance to better coordinate the work. Contractor shall be responsible for notifying subcontractors, and Project Engineer shall be responsible for notifying subconsultants needed in attendance.
6. Agenda: Items to be discussed not limited to the following:

    a. Project Schedule.
    b. Status of Work, including any specific field issues or questions.
    c. Review present and future needs of Attendees, including:

        1) Interface requirements.
        2) Any intermediate (milestone) completion dates identified in Contract Documents.
        3) Status of submittals.
        4) Deliveries.
        5) Site utilization and access.
        6) Quality and work standards.
        7) Status of correction of deficient items.
        8) Field observations.
        9) Testing results.
        10) Status of RFIs.
        11) Pending changes.

7. Minutes: Project Engineer shall be responsible for preparing and distributing meeting minutes to Owner, Contractor, and any subcontractors or subconsultants that have work assignments resulting from the meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including: Shop Drawings, Product Data, Samples, and other submittals.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Project Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals." Submittals may be rejected for not complying with requirements.

B. Informational Submittals: Written and graphic information and physical samples that do not require Project Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
3. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Project Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Project Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow five (5) business days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required.
2. Resubmittal Review: Allow five (5) business days for review of each resubmittal.
3. No extension of Contract Time will be authorized because of failure to transmit submittals to the Project Engineer sufficiently in advance of the Work to permit processing.

C. Electronic Submittals: Owner and Project Engineer require electronic submittals. Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.

2. Name file with submittal number or other unique identifier, including revision identifier.

a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01).
b. Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Project Engineer.

4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner**,** containing the following information:

a. Project name.
b. Date.
c. Name and address of Contractor's Project Manager.
d. Name of firm or entity that prepared submittal.
e. Names of subcontractor, manufacturer, and supplier.
f. Category and type of submittal.
g. Submittal purpose and description.
h. Transmittal number.
i. Transmittal index and navigation links to each specification section or drawing number for which a submittal is being made.
j. Location(s) where product is to be installed, as appropriate.
k. Related physical samples submitted directly.
l. Indication of full or partial submittal.
m. Other necessary identification.

n. Remarks.

D. Options: Identify options requiring selection by Project Engineer.

E. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Project Engineer's action stamp.

F. Distribution: Furnish copies of final submittals to manufacturers' representatives, subcontractors, suppliers, fabricators, Installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

G. Use for Construction: Use only final action submittals that are marked with approval notation from Project Engineer's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Submit electronic submittals via email as PDF electronic files.

a. Each submittal shall have a shop drawing or Contractor's document stamp on the submittal prior to submittal to Project Engineer. Contractor's document stamp shall indicate that Contractor reviewed the submittal and determined, to the best of Contractor's ability, the submittal is in general conformance with the Drawings and Specifications. Contractor's document stamp shall be signed and dated.
b. Project Engineer will return annotated electronic file. Annotate and retain one copy of file as an electronic Project record document file.

2. Action Submittals: Submit via email as PDF electronic files. Project Engineer will return annotated electronic file.
3. Informational Submittals: Submit via email as PDF electronic files. Project Engineer will not respond to informational submittals.
4. Certificates and Certifications Submittals: Provide a digital signature on electronically submitted certificates and certifications where allowed. Provide a notarized statement on original paper copy certificates and certifications where indicated or where required by Project Engineer or Owner.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Each submittal and/or product data shall have a shop drawing or Contractor's document stamp on the submittal prior to submittal to Project Engineer. Contractor's document stamp shall indicate that Contractor reviewed the submittal and determined, to the best of Contractor's ability, the submittal is in general conformance with the Drawings and Specifications. Contractor's document stamp shall be signed and dated.
4. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

5. Submit Product Data before or concurrent with Samples.

C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

    a. Specification Section number and reference.
    b. Generic description of Sample.
    c. Sample source.
    d. Product name or name of manufacturer.
    e. Compliance with recognized standards.
    f. Availability and delivery time.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit one set of Samples. Project Engineer will retain Sample set.

1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.

D. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."

E. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."

F. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.

G. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

H. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

I. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

J. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

K. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports

on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

L. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work under the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Project Engineer.

B. Project Closeout and Maintenance Material Submittals: Follow the requirements in Section 01 77 00 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 PROJECT ENGINEER'S ACTION

A. General: Project Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from the Project Engineer.

B. Action Submittals: Project Engineer will review each submittal, make marks to indicate corrections or revisions required, and return promptly. Project Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate the action taken.

C. Informational Submittals: Project Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Project Engineer will forward each submittal which complies with requirements to appropriate party.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may be returned by the Project Engineer without action.

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in these Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Project Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this section.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated in the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Project Engineer.

C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities

having jurisdiction, to establish product performance and compliance with specified requirements.

E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Project Engineer for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Project Engineer for a decision before proceeding.

1.5 ACTION SUBMITTALS

A. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.

1. Indicate manufacturer and model number of individual components.
2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan prior to or on the date established for the Preconstruction Conference. Submit in format acceptable to Project Engineer. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's Construction Schedule.

B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

E. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work the Project Engineer has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 REPORTS AND DOCUMENTS

A. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.

6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

B. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Specification Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

C. Permits, Licenses, and Certificates: For Owner’s records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.9 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

D. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

E. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.10 QUALITY CONTROL

A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
   1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
   2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

      a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

   3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
   4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
   5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
   6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.

C. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

D. Retesting/Reinspection: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel.

F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and –control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. See Section 01 10 00 SUMMARY for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated in this Section.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Contractor shall be responsible to select appropriate materials and methods for temporary installations. Provide types and qualities which are recognized in the construction industry as suitable for the intended use in each application.

2.2 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay.

3.2 TEMPORARY UTILITY INSTALLATION

A. Water Service: Contractor shall furnish own water supply for construction operations. Do not connect to public water mains or property owners' water service lines for water required for construction operations.

B. Wastewater: Dispose of any wastewater from construction operations at an approved off-site location. Do not dispose of wastewater into public sanitary sewer system, public storm drains or public or private landscaped areas. Disposal of wastewater into any storm sewer is strictly prohibited by the City of Boise. Contractor is responsible for proper off-site disposal in a legal manner of all wastewater generated by the Work and for any associated disposal fees.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Temporary toilets shall be secured when construction personnel are not present in the adjacent Work Area. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
   1. Coordinate with other on-site contractors, if applicable.

D. Electric Power Service: Do not connect to Owner's, Boise City's, or private property owners' electric power. Contractor shall furnish own electric power for construction operations.

E. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions, if required for construction operations or security on Project Site.

3.3 SUPPORT FACILITIES INSTALLATION

A. Parking: Contractor shall be responsible at its sole cost and expense for making arrangements for parking needed by its operations.

B. Waste Disposal Facilities:

   1. Provide waste collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having

jurisdiction. Comply with progress cleaning requirements in all Specifications and final cleaning requirements in Section 01 77 00 “Closeout Procedures”.

2. Trash dumpsters on adjacent properties to the Project Site shall not be used for waste disposal.

3.4 SAFETY, SECURITY AND PROTECTION FACILITIES INSTALLATION

Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project Site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

B. Safety and Security Measures: On project Site Work Areas in public rights-of-way, comply with requirements of ACHD, ITD, and other agencies having jurisdiction in establishing safety and security measures.

1. Install temporary enclosures within Work Areas as is practical and advisable to protect public safety, protect construction in progress or completed, and secure equipment, materials and work products while maintaining the general public’s access to adjacent buildings and parking lots.

2. Parking lanes may be used for staging and temporary storage of materials if temporary enclosures or other measures are installed to protect public safety and secure equipment and materials, and use of parking lanes is approved by agencies having jurisdiction.

3. Provide fencing, barricades, signs, and/or other measures to prevent the general public from gaining access to those portions of Work Areas that are under active construction.

4. Protect construction, in progress and completed, from other construction operations and from damage, theft, vandalism, and mischief.

C. Traffic Controls: Travel lanes in street rights-of-way shall remain open to traffic except during temporary street closures approved by ACHD and/or ITD. Implement traffic controls during right-of-way closures as required by authorities having jurisdiction.

D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Maintenance: Maintain facilities in good operating condition until removal.

B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Materials and facilities that constitute temporary facilities are the property of Contractor.

C. Care of Permanent Construction and Facilities: Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired. Repair of replacement of construction and cleaning shall be at the sole cost of the Contractor.

1. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements of Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this section.

1.2 SUMMARY

A. Section includes:

1. Quality Assurance
2. Warranty
3. Materials
4. Examination and Preparation
5. Construction Layout
6. Installation of the Work.
7. Cutting and patching.
8. Progress cleaning.
9. Starting and adjusting.
10. Protection of installed construction.
11. Correction of the Work.

1.3 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Project Manager of locations and details of cutting and await directions from the Project Manager before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Project Manager's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.4 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Project Manager for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information (RFI) to Project Manager.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Project Manager promptly.

B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the work in coordination with other contractors on site as needed.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Project Manager.
2. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable sections and/or Construction Drawings where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways or into planters or tree wells.

G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

H. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

A. Starting: Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjusting: Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Testing: Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. General: Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION 01 73 00

SECTION 01 77 00 CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion Procedures
2. Substantial & Final Completion Procedures
3. Warranties
4. Maintenance Manuals
5. Project Record Documents
6. Materials
7. Final Cleaning
8. Repair of the Work

B. For purposes of this Section 01 77 00, requirements applicable to the Project Site are also applicable to each individual Work Area unless otherwise noted.

1.3 SUBSTANTIAL & FINAL COMPLETION PROCEDURES

A. Substantial Completion Procedures

1. Substantial Completion Procedures - General

a. Substantial Completion of the Work, or a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents that the Owner may occupy and utilize the Project for its intended use, without unscheduled disruption. This date shall be confirmed by a Certificate of Substantial Completion ("Substantial Completion Certificate") signed by the Owner, Project Engineer, and Contractor.
b. Procedures for determining if the Project has achieved Substantial Completion and for issuing a Substantial Completion Certificate are set forth in this Section and section 9.6 of the Contract.
c. The Contractor is responsible for substantially completing the Work based on the Contractor's best knowledge and understanding of the Contract Documents, for providing the Project Engineer submittals listed in this Section 01 77 00, and for completing the procedures described herein

before requesting an inspection to determine if the Project has achieved Substantial Completion. The Project Engineer and Owner shall assess if the Contractor has met the requirements and Work on the Project is sufficient to issue a Substantial Completion Certificate.

2. Submittals Prior to Substantial Completion: Deliver the following submittals to the Project Engineer a minimum of five (5) business days prior to requesting an inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

    a. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
    b. Submit proof of filing the Request for Tax Release form with Idaho State Tax Commission.
    c. Submit warranties, insurance and/or bonds on workmanship and materials, maintenance service agreements, final certifications, and similar documents as required by the Contract, the drawings and specifications, and authorities having jurisdiction.
    d. Submit operation and maintenance manuals.
    e. Submit Project Record Documents.
    f. Test/adjust/balance records, if applicable.

3. Procedures Prior to Substantial Completion Inspection: Complete the following a minimum of five (5) business days prior to requesting an inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

    a. Terminate and remove temporary facilities and mockups from Project Site unless approved by Project Engineer to be incorporated into the Work, construction tools, and similar elements.
    b. Complete final cleaning requirements.
    c. Repair and restore existing buildings and improvements if damaged and/or defaced by construction activity whether inside or outside Project Site to match existing condition prior to commencement of construction.
    d. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects including touchup painting.

4. Inspection; Issuance of Punch List: Submit a written request for inspection to determine Substantial Completion a minimum of three (3) business days prior to date the Work will be completed and ready for inspection. On receipt of request, Project Engineer will schedule the Inspection within two (2) business days of receipt of request. Upon inspection, if the Project Engineer deems the Project is Substantially Complete at time of inspection, a punch list of incomplete items will be given to the Contractor along with a Certificate of Substantial Completion. If significant amounts of Work are unfinished, the Project Engineer, at his or her discretion, can deem the Work not Substantially Complete and require the Contractor to request a reinspection upon completion of the Work.

a. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete or defective is completed or corrected.
b. Results of completed inspection may result in Certificate of Substantial Completion or requirement to request another reinspection.

5. Issuance of Certificate of Substantial Completion: The Certificate of Substantial Completion shall include the date on which Substantial Completion was attained. The Punch List, if issued, shall be attached to the Certificate of Substantial Completion. Owner shall distribute copies of the fully executed Certificate of Substantial Completion to the Project Engineer and Contractor.

B. Final Completion Procedures

1. Final Completion Procedures – General

a. Final Completion of the Work occurs on the date when the Work under the Contract is complete and is accepted by Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Owner, Project Engineer, and Contractor ("Final Completion Certificate").
b. Procedures for determining if the Project has achieved Final Completion and for issuing a Certificate of Final Completion are set forth in this Section and the Contract.
c. The Contractor is responsible for completing the Work based on the Contractor's best knowledge and understanding of the Contract Documents, for providing the Project Engineer submittals listed in Section 01 77 00, and for completing the procedures described herein before requesting an inspection to determine if the Project has achieved Final Completion. The Project Engineer and Owner shall assess if the Contractor has met the requirements and Work on the Project is sufficient to issue a Certificate of Final Completion.

2. Submittals Prior to Final Completion Inspection: Before requesting a final inspection, complete the following:

a. Submit a final Application for Payment according to Contract requirements.
b. Submit a copy of the Project Engineer's Punch List with notations indicating each item has been completed or otherwise resolved for acceptance.
c. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance and /or warranty requirements.
d. Submit proof of Tax Release from the Idaho State Tax Commission.
e. AIA document G706, "Contractor's Affidavit of Payment of Debts and Claims".

3. Procedures Prior to Final Completion Inspection:

a. Perform final cleaning of Project Site and adjacent areas affected by construction.

4. Inspection: Submit a written request for inspection to determine if Final Completion has been achieved a minimum of two (2) business days prior to date the work will be completed and ready for final inspection and tests ("Final Inspection"). Project Engineer will either schedule the Final Inspection within two (2) business days of the request and proceed with the inspection or notify Contractor of requirements that must be fulfilled before the inspection can proceed. If the Project Engineer determines that the Contractor has achieved Final Completion of the Project, Project Engineer shall issue a Certificate of Final Completion. If the Project Engineer determines that the Contractor has not achieved Final Completion of the Project, the Project Engineer will notify the Contractor of Punch List items that must be completed or corrected before a Certificate of Final Completion can be issued.

    a. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete or defective is completed or corrected.
    b. Results of completed inspection may result in Certificate of Final Completion or requirement to request another reinspection.

5. Issuance of Certificate of Final Completion: The Certificate of Final Completion shall include the date on which Final Completion was attained.
6. Acknowledgement of Final Payment: Contractor shall execute an Acknowledgment of Final Payment Form for Owner in exchange for Final Payment.

C. List of Incomplete Items (PUNCH LIST)

1. Project Engineer is responsible for preparing and issuing the Punch List at the time which the Certificate of Substantial Completion is issued. If work to complete or correct these items is minor in nature and will not interfere with Owner's ability to occupy and use the Project or a designated portion thereof for its intended use and such occupation and use will not cause undue interference in the completion of the Work, the Project Engineer may issue the Certificate of Substantial Completion with a Punch List. The Punch List shall specify the time for completion or correction of items listed. Contractor shall promptly complete all items on the Punch List.

2. Organization of List: Project Engineer shall include name and identification of each area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the Project Site. Project Engineer shall use a standard Punch List form that includes the following information:

    a. Project name
    b. Project area
    c. Name of Project Superintendent/Contractor's Project Manager
    d. Name of Contractor
    e. Page number

1.4 WARRANTIES; CORRECTION OF WORK

A. Contractor's Warranty: See Warranty requirements in the Contract.

B. Warranties Required by Technical Specifications: Requirements regarding warranties appear in the Drawings.

C. Manufacturer's and Supplier's Warranties
   1. Identify each product expected to be used in the Work that has a manufacturer's or supplier's written warranty. For warranted products, submit warranty information to the Project Engineer as soon as the product is received by Contractor for installation.
   2. Time of Submittal
      a. File documentation required by the manufacturer or supplier for the warranty to be effective in a timely manner so warranty rights are not lost. Provide copies of this documentation to Project Engineer. If the Project Engineer or Owner is required to submit documentation to the manufacturer or supplier to activate a warranty, notify the Project Engineer promptly so due dates for filing, if any, are not missed.
      b. If the warranty is triggered by Substantial or Final Completion, submit warranties at the appropriate time to Project Engineer.
      c. Project Engineer may request Contractor to submit warranties at an earlier date when warranties commence earlier than Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
   3. Organize warranty documents in an orderly sequence based on the Technical Specification Sections.
   4. Provide additional copies of each warranty to include operation and maintenance manuals.

D. Correction of Work

   1. Requirement for Correction of Defective Work: Contractor is required to correct any Defective Work promptly and at its own cost and time for two (2) years after date of Substantial Completion as per Contract.

1.5 ACKNOWLEDGEMENT OF FINAL PAYMENT

A. Contractor shall execute an Acknowledgment of Final Payment Form for Owner in exchange for Final Payment.

PART 2 - PRODUCTS

2.1 OPERATIONS AND MAINTENANCE MANUALS

A. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically-indexed file. Submit on digital media acceptable to Project Engineer.

    a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically-linked operation and maintenance directory.
    b. Enable inserted reviewer comments on draft submittals.

2. Two paper copies provided to Owner. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.

B. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least seven (7) days before commencing demonstration and training. Project Engineer will return copy with comments.

1. Correct or modify each manual to comply with Project Engineer's comments. Submit copies of each corrected manual within seven (7) days of receipt of Project Engineer's comments and prior to commencing demonstration and training.

C. Organization: Each manual shall contain the following materials, in the order listed:

1. Title page identifying the Project name, name and address of Owner, date of submittal, name and contact information for Contractor.
2. Table of contents listing each system, subsystem, and components comprising these systems and included in the manual.
3. Manual contents.

D. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based upon file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel upon opening file.

E. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, binder, in thickness necessary to accommodate contents, sized to hold 8.5” by 11” sheets; with pockets inside covers to hold folded, oversized sheets; with identification on front and spine of each binder of: “ OPERATION AND MAINTENANCE MANUAL,” Project Title or name..

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each system and subsystem included in the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title in the Technical Specifications.
3. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

F. Content: Include the following:

1. Product name and model number. Use designations for products indicated in Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Complete nomenclature and number of replacement parts.
8. Reordering information.

G. Operating Procedures: Include the following, as applicable:

1. Routine and normal operating instructions.
2. Regulation and control procedures.
3. Special operating instructions and procedures

H. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

I. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Troubleshooting procedures.
3. Schedule for routine maintenance.
4. Repair instructions.

J. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

2.2 PROJECT RECORD DOCUMENTS

A. General: This Section includes administrative and procedural requirements for Project Record Documents, including the following:
1. Record Product Data.
2. As-Built Drawings.
3. Record Specifications.
4. Record Documents.

B. Record Product Data: Contractor shall provide all product data used on the Project as part of the Operations and Maintenance Manual specifications.

C. As-Built Drawings and Record Drawings:

1. As Built Drawings: Submit one set of original, clean Drawings issued by Owner as part of the Contract Documents, marked-up to show any changes made in the field during the course of construction such as design changes approved by Owner, actual installations, component relocations required for coordination, rerouting of distribution system, etc. which differ from the original As-Built Drawings. As-Built Drawings shall be delivered to the Project Engineer at the time the Substantial Completion Inspection is requested. Project Engineer will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable. If the submittal is not acceptable to Project Engineer, it will be returned to Contractor for corrections.
2. Record Drawings: Project Engineer shall be responsible for creating digital Record Drawings incorporating the mark-ups on the As-Built Drawings submitted by the Contractor. A digital copy of Record Drawings will be issued to the Contractor at Final Completion.

D. As-Built Drawings, General: Maintain one set of marked up paper copies of Contract Drawings and Shop Drawings.

1. Preparation: Mark Contract Drawings to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding As-Built Drawings.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later such as irrigation, storm water, and suspended pavement systems.
    b. Record data as soon as possible after obtaining it.
    c. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location. Colored pencil marks are to be made bold enough such that if they are scanned the marks will be legible.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification where applicable.

E. As-Built Drawings, Format: Identify and date each As-Built Drawing; include the designation “AS-BUILTS" in a prominent location.

1. As-Built Prints: Organize As-Built prints and newly prepared As-Built Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2. Identification: As follows:

   a. Project name.
   b. Date.
   c. Designation “AS-BUILTS."
   d. Name of Project Superintendent/Contractor’s Project Manager.
   e. Name of Contractor.

F. Recording of Record Documents: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

G. Maintenance of Record Documents. Store record documents in the field apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Project Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Project Engineer's reference during normal working hours.

PART 3 - EXECUTION

3.5 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

   1. Use cleaning products that comply with Green Seal's GS-37; if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

3.6 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Technical Specifications: Requirements regarding cleaning appear in the Drawings.

C. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

    a. Clean Project site, areas affected by construction activity outside the Project Site, storage areas and staging areas of rubbish, waste material, litter, and other foreign substances.

    b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

    c. Freshen and rake mulch in planter beds, tree circles and under trees.

    d. Clean surfaces of site furnishings to remove dust, dirt, staining, mortar or grout droppings and other foreign substances. Surface of furnishings shall be in new condition as of the date the Certification of Final Completion is issued. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.

    e. Remove tools, construction equipment, machinery, and surplus material from Project Site.

    f. Leave Project Site clean and ready for use.

D. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 50 00 TEMPORARY FACILITIES AND CONTROLS

3.7 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Touch up and otherwise repair and restore marred or exposed finishes and surfaces so the repair or restoration work is undetectable. Replace finishes and surfaces that show evidence of repair or restoration work.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

2. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

3. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and/or noisy ballasts to comply with requirements for new fixtures.

C. Replace plant material which is dead, not surviving, or in poor condition at the time of Substantial Completion. All replacement work shall be done prior to issuance of the Certificate of Final Completion for the Project, except if necessary due to weather conditions and temperatures, shall be done in the next planting season. All replacement work shall be done at no cost to Owner.

D. Repair, refinish, or replace site furnishings that have been damaged, dented, scraped or defaced by the time of Substantial Completion. Furnishings which cannot be repaired or refinished to new condition shall be replaced. All replacement work shall be done prior to issuance of the Certificate of Final Completion for the Project, and shall be done at no cost to Owner.

E. Repair and restore existing buildings and improvements if damaged and/or defaced by construction activity whether inside or outside Project Site to match existing condition prior to commencement of construction.

END OF SECTION 01 77 00

CCDC 15TH STREET CONDUIT BANK
PUBLIC INFRASTRUCTURE IMPROVEMENT PLAN

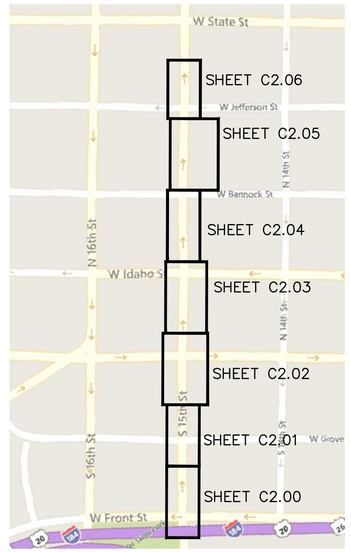
LEGEND

- SD — STORM DRAIN MANHOLE
- SIG — SIGNAL MANHOLE
- S — SANITARY SEWER MANHOLE
- FO — FIBER OPTICS MANHOLE
- T — TELEPHONE PEDESTAL
- WV — WATER VALVE
- WM — WATER METER
- CABLE ONE — CABLE ONE PEDESTAL
- JUNCTION BOX
- 6"X6"X6" I.D. COMMUNICATION VAULT
- PROPERTY LINE
- FO — EXISTING FIBER OPTICS LINE
- FO — (9) 1" POLYETHYLENE SDR11 INNERDUCT
- C — (1) 2" POLYETHYLENE SDR11 INNERDUCT
- 2 FO — (2) 1-¼" POLYETHYLENE SDR11 INNERDUCT
- 1 FO — (1) 1-¼" POLYETHYLENE SDR11 INNERDUCT
- G — GAS LINE
- UP — UNDERGROUND POWER
- SIG — SIGNAL LINE
- SS — SANITARY SEWER LINE
- W — WATER LINE
- SD — STORM DRAIN LINE
- UP — STREET LIGHT POWER LINE
- T — TELEPHONE LINE
- BUILDING ENVELOPE

GENERAL NOTES

1. CONTRACTOR SHALL VERIFY SITE CONDITIONS AND REPORT DISCREPANCIES TO THE ENGINEER PRIOR TO BEGINNING WORK.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL PERMITS AND REQUIRED INSPECTIONS FOR THIS PROJECT.
3. SITE WORK OUTSIDE OF ADA COUNTY HIGHWAY DISTRICT RIGHT-OF-WAY SHALL CONFORM TO THE CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC).
4. THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN ON THIS PLAN IS BASED ON INFORMATION WE DEEM RELIABLE. HOWEVER, THE LOCATION AND CONFIGURATION IS NOT GUARANTEED. CONTRACTOR SHALL CALL DIGLINE 48 HOURS PRIOR TO CONSTRUCTION (342-1585).
5. THE PROPERTY BOUNDARIES SHOWN ON THESE PLANS ARE BASED ON PREVIOUSLY RECORDED INFORMATION AND FIELD MEASUREMENTS. NO PROPERTY PINS HAVE BEEN SET AND NO RECORD OF SURVEY HAS BEEN FILED.
6. CONTRACTOR SHALL RETAIN AND PROTECT EXISTING UTILITIES UNLESS OTHERWISE SHOWN. ANY UTILITIES DAMAGED BY CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
7. ANY CHANGES FROM THESE PLANS SHALL BE APPROVED BY THE DESIGN ENGINEER.
8. ALL CONSTRUCTION WITHIN ADA COUNTY HIGHWAY DISTRICT RIGHT-OF-WAY SHALL CONFORM TO THE CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC) AND THE ACHD SUPPLEMENTAL SPECIFICATIONS. NO EXCEPTIONS TO DISTRICT POLICY, STANDARDS, AND THE ISPWC WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE DISTRICT.
9. CONTRACTOR SHALL PROVIDE AND GAIN APPROVAL FOR TRAFFIC CONTROL PLANS WITH ADA COUNTY HIGHWAY DISTRICT.
10. CONTRACTOR SHALL REPAIR ANY ASPHALT STRIPING OBLITERATED DURING CONSTRUCTION.
11. REPLACE ANY EXISTING DAMAGED CURB, GUTTER AND SIDEWALK AND ANY THAT MAY BE DAMAGED DURING THE CONSTRUCTION OF THE PROPOSED DEVELOPMENT. COORDINATE WITH ACHD INSPECTOR TO DETERMINE EXTENT OF REPAIR.
12. ACTUAL FIELD CONDITIONS FOUND DURING THE WORK MAY REQUIRE ADDITIONAL PAVEMENT REPAIR BEYOND THE LIMITS SHOWN ON THE PLANS. THE FOLLOWING CONDITIONS ARE LISTED IN SECTION 6007.11.11 (HIGHWAY CUTS) OF THE ACHD POLICY MANUAL.
    1) ALL ASPHALT MATCH LINES FOR PAVEMENT REPAIR SHALL BE PARALLEL TO THE CENTERLINE OF THE STREET AND INCLUDE ANY AREA DAMAGED BY EQUIPMENT DURING TRENCHING REMOVAL OPERATIONS.
    2) IF THE CUMULATIVE DAMAGED PAVEMENT AREA EXCEEDS 50% OF THE TOTAL ROAD SURFACE, CONTRACTOR SHALL REPLACE THE ENTIRE ROADWAY SURFACE.
    3) CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO ENSURE MATCH LINE DOES NOT FALL WITHIN THE WHEEL PATH OF A LANE. MATCH LINE SHALL ONLY FALL IN THE CENTER OR EDGE OF A TRAVEL LANE.
    4) FLOWABLE FILL OR IMPORTED MATERIAL MAY BE REQUIRED IF THE NATIVE TRENCH MATERIAL IS DEEMED UNSUITABLE BY ACHD INSPECTOR, DOES NOT MEET COMPACTION STANDARDS OR TIME IS A CRITICAL FACTOR.
    5) ANY EXCEPTIONS TO THESE RULES SHALL BE PRE-APPROVED IN WRITING BY DISTRICT STAFF BEFORE CONSTRUCTION BEGINS.
13. ASPHALT REPAIR, AS NECESSARY, SHALL COMPLY WITH ISPWC STANDARD DRAWINGS SD-301, SD-303, AND SD-806 AS APPLICABLE.
14. CONTRACTOR SHALL CONTACT ACHD INSPECTION STAFF TO COORDINATE PLACEMENT OF PAVEMENT MARKINGS.
15. CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS PRIOR TO PLACING ASPHALT OR CONCRETE. REPORT ANY DISCREPANCIES TO THE ENGINEER FOR REDESIGN IF NECESSARY.
16. COORDINATE COMPACTION TESTING FOR SIDEWALK/ASPHALT SUBGRADE AND BASE COURSE WITHIN RIGHT-OF-WAY WITH ACHD INSPECTOR.
17. THE ENGINEER OF RECORD CERTIFIES THAT THE PLANS ARE PREPARED IN SUBSTANTIAL CONFORMANCE WITH THE ACHD POLICY AND STANDARDS IN EFFECT AT THE TIME OF PREPARATION. THE ENGINEER ACKNOWLEDGES THAT ACHD ASSUMES NO LIABILITY FOR ERRORS OR DEFICIENCIES IN THE DESIGN. ALL VARIANCES FROM ACHD POLICY SHALL BE APPROVED IN WRITING. THE FOLLOWING VARIANCES, LISTED BY DATE AND SHORT DESCRIPTION, WERE APPROVED FOR THE PROJECT: NONE.
18. COORDINATE DEMOLITION WITH ACHD PERSONNEL TO VERIFY LOCATION AND ROUTING OF SIGNAL CONDUIT. CONTRACTOR SHALL RETAIN AND PROTECT ALL TRAFFIC SIGNAL INFRASTRUCTURE.

INDEX OF SHEETS



VICINITY MAP/SHEET INDEX

15TH STREET

(FRONT ST. TO ALLEY SOUTH OF STATE STREET)

Plans Are Accepted For Public Street Construction

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BY: _____ DATE: 2.6.19
ADA COUNTY HIGHWAY DISTRICT

CONTRACTOR SHALL NOTIFY DIG LINE AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION ON THIS PROJECT. CONTRACTOR IS ALSO RESPONSIBLE FOR NOTIFYING UTILITY COMPANIES BEFORE DIGGING ADJACENT TO ANY EXISTING UTILITIES.

DIG LINE, INC.
3350 AMERICANA TERRACE, STE. 370
BOISE, ID 83706
FAX: 1-800-342-1586

Quadrant Consulting, Inc.
1904 W. Overland Rd
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING-SURVEYING

PROFESSIONAL ENGINEER LICENSED 15180 RICARDO ZAVALA STATE OF IDAHO
2/6/19

CCDC 15TH STREET CONDUIT BANK
TITLE SHEET
BOISE IDAHO
PROJECT NO. 204-31
SCALE: NTS

DESIGNED BY: RZ
DRAWN BY: RZ
CHECKED BY: RZ
PLOT DATE: 2/6/19

DATE	DESCRIPTION
2/6/19	BID PLANS

SHEET
C1.00

RECEIVED

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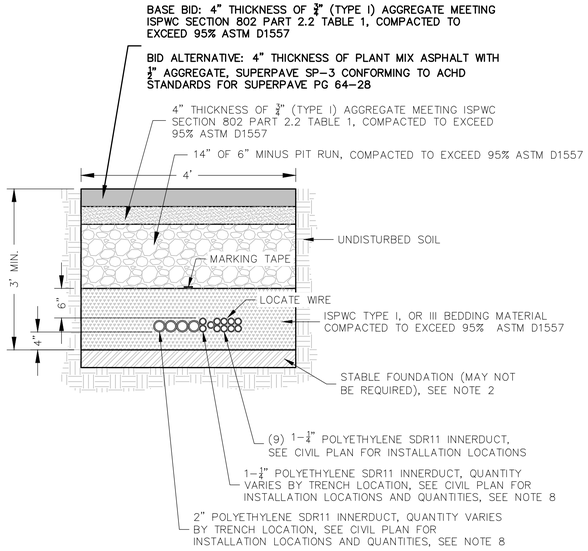
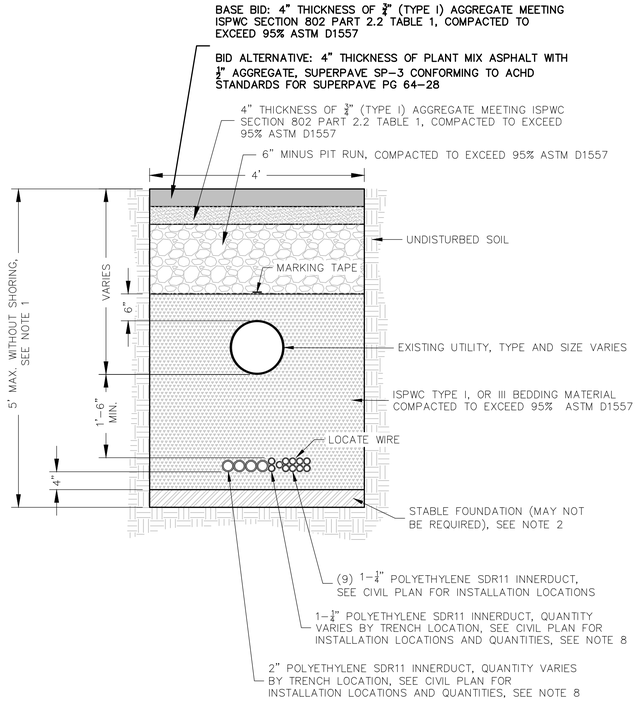
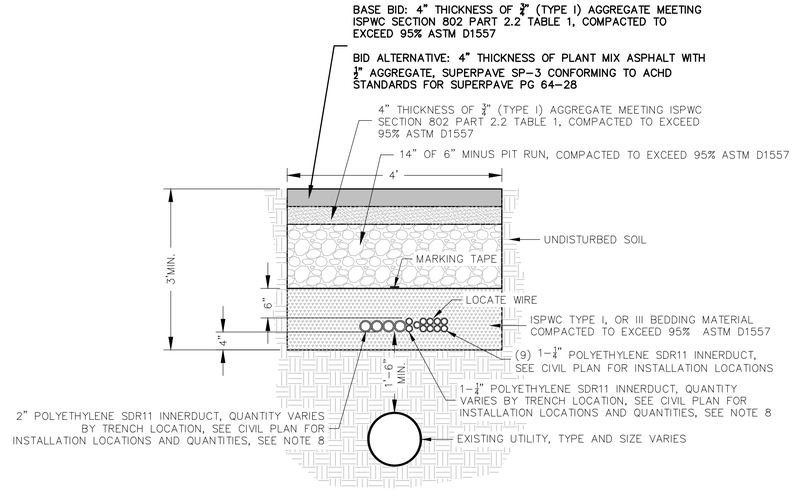


INNERDUCT TRENCH



INNERDUCT CROSSING UNDER EXISTING UTILITY



INNERDUCT CROSSING OVER EXISTING UTILITY

NOTES:

1. VERTICAL WALL ALLOWED WITH PROPER TRENCH SHORING (OR TRENCH DEPTH LESS THAN 5'). SHORING SHALL MEET REQUIREMENTS OF 29 CFR 1926.651 AND 1926.652 OSHA REQUIREMENTS.
2. CONTACT THE ENGINEER UPON DISCOVERY OF SOFT, UNSUITABLE, OR UNSTABLE MATERIAL THAT WILL NOT UNIFORMLY SUPPORT THE CONDUIT. EXCAVATE UNSUITABLE MATERIAL TO A DEPTH THAT WILL ALLOW ADEQUATE SUPPORT OF THE CONDUIT AS DIRECTED BY THE ENGINEER. REPLACE UNSUITABLE MATERIAL WITH ISPWC TYPE II BEDDING MATERIAL IN LIFTS NO GREATER THAN 6 INCHES, COMPACT TO 95% MAXIMUM DENSITY AS MEASURED BY ASTM D1557.
3. MEASURES SHOULD BE TAKEN TO PREVENT MIGRATION OF NATIVE FINES INTO BACKFILL MATERIAL, WHEN REQUIRED.
4. ALL CONDUIT SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE ISPWC.
5. ALL CONDUIT SHALL HAVE A PULL STRING.
6. INSTALL DUCT PLUGS AT CONDUIT TERMINATION POINTS.
7. TRENCH IS ALSO LOCATED IN SIDEWALK AND LANDSCAPING, SEE CIVIL PLAN FOR SIDEWALK AND LANDSCAPING REPAIR NOTES AND LOCATIONS.
8. INNERDUCT IS FOR CABLE ONE. PRIOR TO INSTALLATION, COORDINATE INSTALLATION LOCATIONS WITH CABLE ONE. CALL KEVIN WAKAGAWA (208-954-9219) OR ERIC HODGE (208-631-9787) FOR INSTALLATION COORDINATION. SEE CIVIL PLAN FOR CABLE ONE CONDUIT LOCATIONS.
9. **ASPHALT REPAIR ON 15TH STREET IS A BID ALTERNATIVE AND ASPHALT REPAIR IN ALLEYS IS PART OF THE BASE BID. BID ALTERNATIVE IS CONTINGENT UPON SCHEDULING/TIMING WITH ACHD'S 15TH /STREET OVERLAY PROJECT. IF SCHEDULING/TIMING DOES NOT ALLOW ACHD TO PAVE CONDUIT TRENCHES DIRECTLY AFTER CONTRACTOR FINISHES INSTALLATION OF CONDUIT, CCDC AND/OR THE CONTRACTOR WILL BE RESPONSIBLE FOR PAVING CONDUIT TRENCHES. CONTACT ACHD INSPECTION SERVICES (BRYANT HURT 208-860-6614) FOR VERIFICATION OF PROJECT STATUS AND PAVEMENT REPAIR REQUIREMENTS PRIOR TO ASPHALT REPAIR COMMENCING.**

ISPWC BEDDING MATERIAL:

TYPE I: 3/4 INCH 60% CRUSHED OR FRACTURED (AT LEAST ON ONE SIDE) GRAVEL AND SAND MEETING THE FOLLOWING GRADATION.

SIEVE SIZE	PERCENT PASSING
1 INCH	100
3/4 INCH	80-100
3/8 INCH	20-70
NO. 4	5-20
NO. 8	0-5
NO. 200	0-3

TYPE II: USE FOR FOUNDATION STABILIZATION MEETING THE FOLLOWING GRADATION AND AS OTHERWISE SPECIFIED IN ISPWC SECTION 801 - UNCRUSHED AGGREGATES.

SIEVE SIZE	PERCENT PASSING
3 INCH	100
NO. 4	25-60
NO. 200	0-12

TYPE III: SAND WITH 100% PASSING THE NO. 4 SIEVE AND LESS THAN 3% PASSING THE NO. 200 SIEVE.

1 / C1.01 CONDUIT TRENCH (NTS)

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PROFESSIONAL ENGINEER LICENSED 15180 Ricardo Zavala STATE OF IDAHO RICARDO ZAVALA 2/6/19

CCDC 15TH STREET CONDUIT BANK
DETAILS
BOISE IDAHO

PROJECT NO. 204-31
SCALE: NTS

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SHEET C1.01

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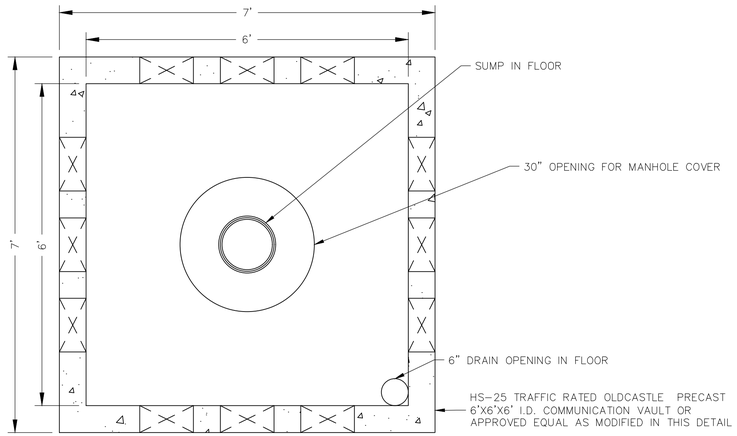
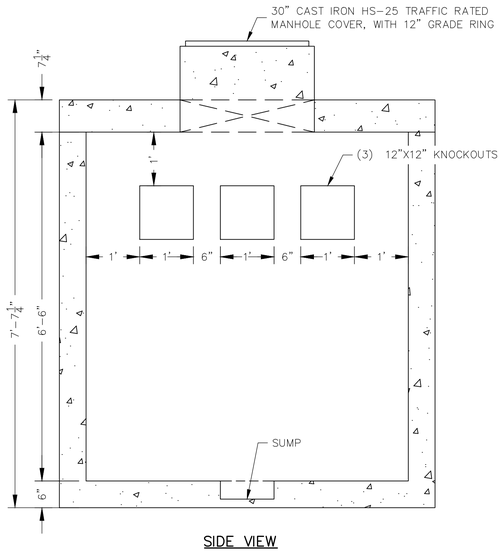


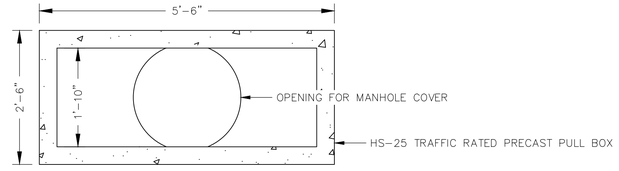
PLAN VIEW



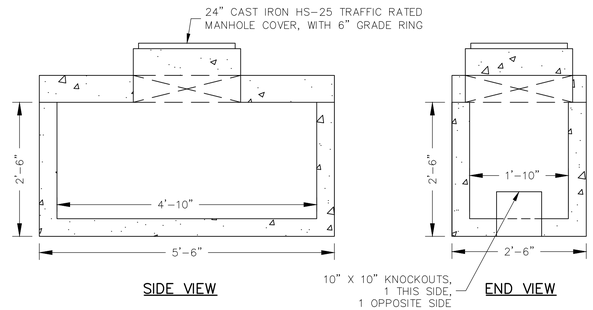
SIDE VIEW

NOTES:
1. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO ENGINEER FOR APPROVAL PRIOR TO FABRICATION.
2. FILL ALL VOIDS IN KNOCKOUTS AROUND THE EXPOSED EDGES OF THE CONDUIT WITH A NON-SHRINK GROUT OR MORTAR.
3. VAULT SHALL INCLUDE RACKING HARDWARE AND LADDER.

1 / C1.02 HS-25 TRAFFIC RATED CONCRETE VAULT (NTS)



PLAN VIEW



SIDE VIEW END VIEW

NOTES:
1. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO ENGINEER FOR APPROVAL PRIOR TO FABRICATION.
2. FILL ALL VOIDS IN KNOCKOUTS AROUND THE EXPOSED EDGES OF THE CONDUIT WITH A NON-SHRINK GROUT OR MORTAR.

2 / C1.02 HS-25 TRAFFIC RATED CONCRETE PULL BOX (NTS)

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DETAILS
BOISE IDAHO

PROJECT NO. 204-31
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SHEET C1.02

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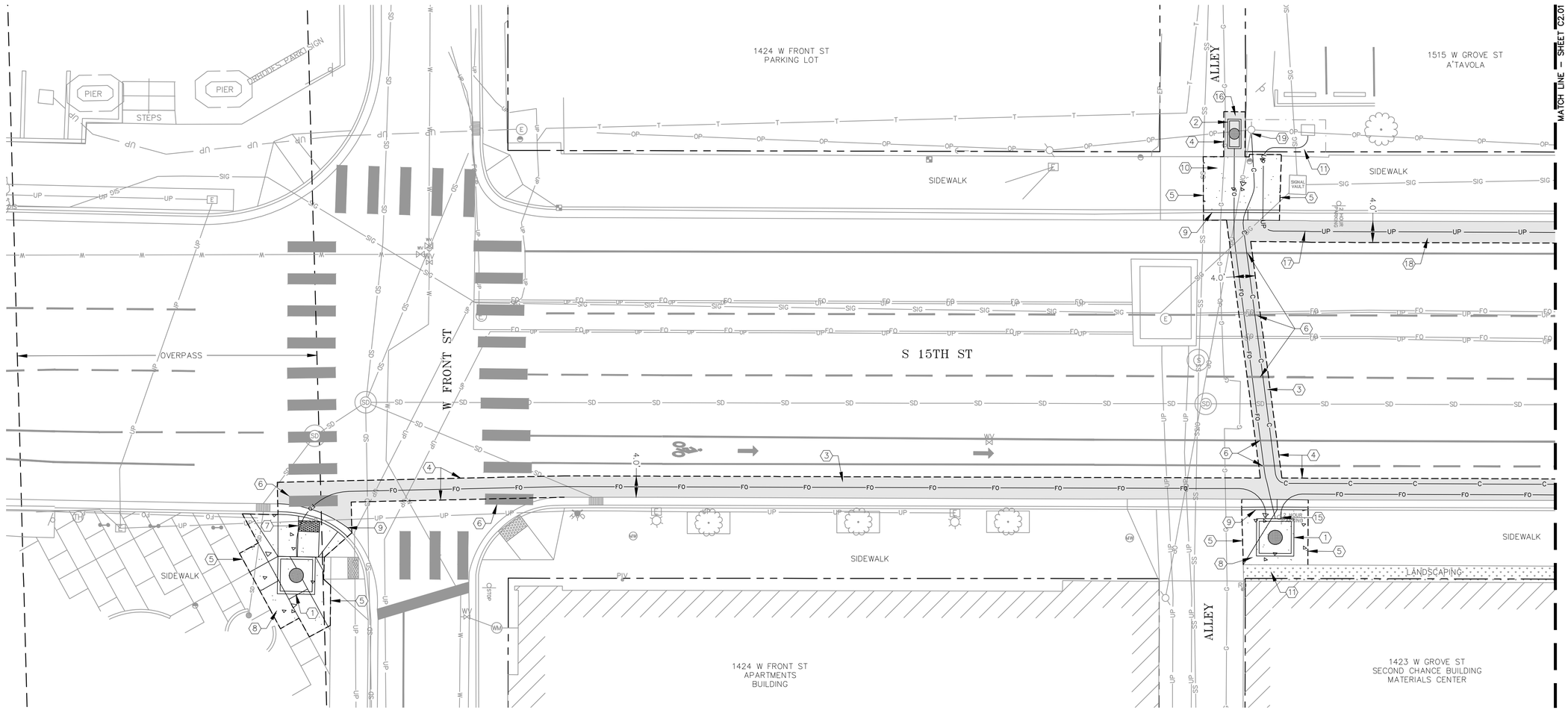

GRAPHIC SCALE
0 10 20
(IN FEET)
1 INCH = 10 FT.

KEYNOTES

1. CONCRETE VAULT PER DETAIL 1/C1.02
2. CONCRETE PULL BOX PER DETAIL 2/C1.02
3. 15TH STREET CONDUIT TRENCH PER DETAIL 1/C1.01, **(ASPHALT REPAIR IS A BID ALTERNATIVE, SEE NOTE 9 ON DETAIL 1/C1.01)**
4. ASPHALT SAW CUT LINE
5. CONCRETE SAW CUT LINE, SAW CUT ALONG SCORE LINES
6. REPAIR STRIPING PER ACHD STANDARD DETAILS TS-1112 AND TS-1113
7. CONCRETE PEDESTRIAN RAMP TYPE "A" WITH TRAFFIC YELLOW DETECTABLE WARNING DOMES PER ACHD SUPPLEMENTAL TO ISPWC SD-712 AND SD-712A, MATCH EXISTING RAMP LAYOUT AND ELEVATIONS
8. CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL TO ISPWC SD-709, MATCH EXISTING SCORING PATTERN
9. CURB AND GUTTER PER ACHD SUPPLEMENTAL TO ISPWC SD-701
10. CONCRETE DRIVEWAY APPROACH PER ACHD SUPPLEMENTAL TO ISPWC SD-710, MATCH EXISTING SCORING PATTERN
11. REPAIR LANDSCAPING AND IRRIGATION SYSTEM
15. SALVAGE EXISTING STREET SIGN AND REINSTALL
16. ALLEY CONDUIT TRENCH PER DETAIL 1/C1.01 **(ASPHALT REPAIR IN ALLEY IS PART OF THE BASE BID, SEE NOTE 9 ON DETAIL 1/C1.01)**
17. UNDER GROUND POWER, SEE ELECTRICAL PLANS
18. 15TH STREET UNDER GROUND POWER TRENCH ASPHALT REPAIR PER DETAIL 1/C1.01 **(ASPHALT REPAIR IS A BID ALTERNATIVE, SEE NOTE 9 ON DETAIL 1/C1.01)**
19. SWEEP CONDUIT UP AT POWER POLE, COORDINATE SWEEP LOCATION WITH CABLE ONE

CONDUIT LEGEND

- FO — (9) 1" POLYETHYLENE SDR11 INNERDUCT
- C — (1) 2" POLYETHYLENE SDR11 INNERDUCT FOR CABLE ONE

SURFACE REPAIR LEGEND

- ASPHALT
- LANDSCAPING
- CONCRETE

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STATE OF IDAHO
RICARDO ZAVALA
2/6/19

CCDC 15TH STREET CONDUIT BANK
CIVIL PLAN

BOISE IDAHO

PROJECT NO. 204-31
SCALE: 1"=10'

CHECKED BY: RZ
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DESIGNED BY: RZ			
DRAWN BY: RZ			
DATE	DESCRIPTION		
2/6/19	BID PLANS		

SHEET
C2.00

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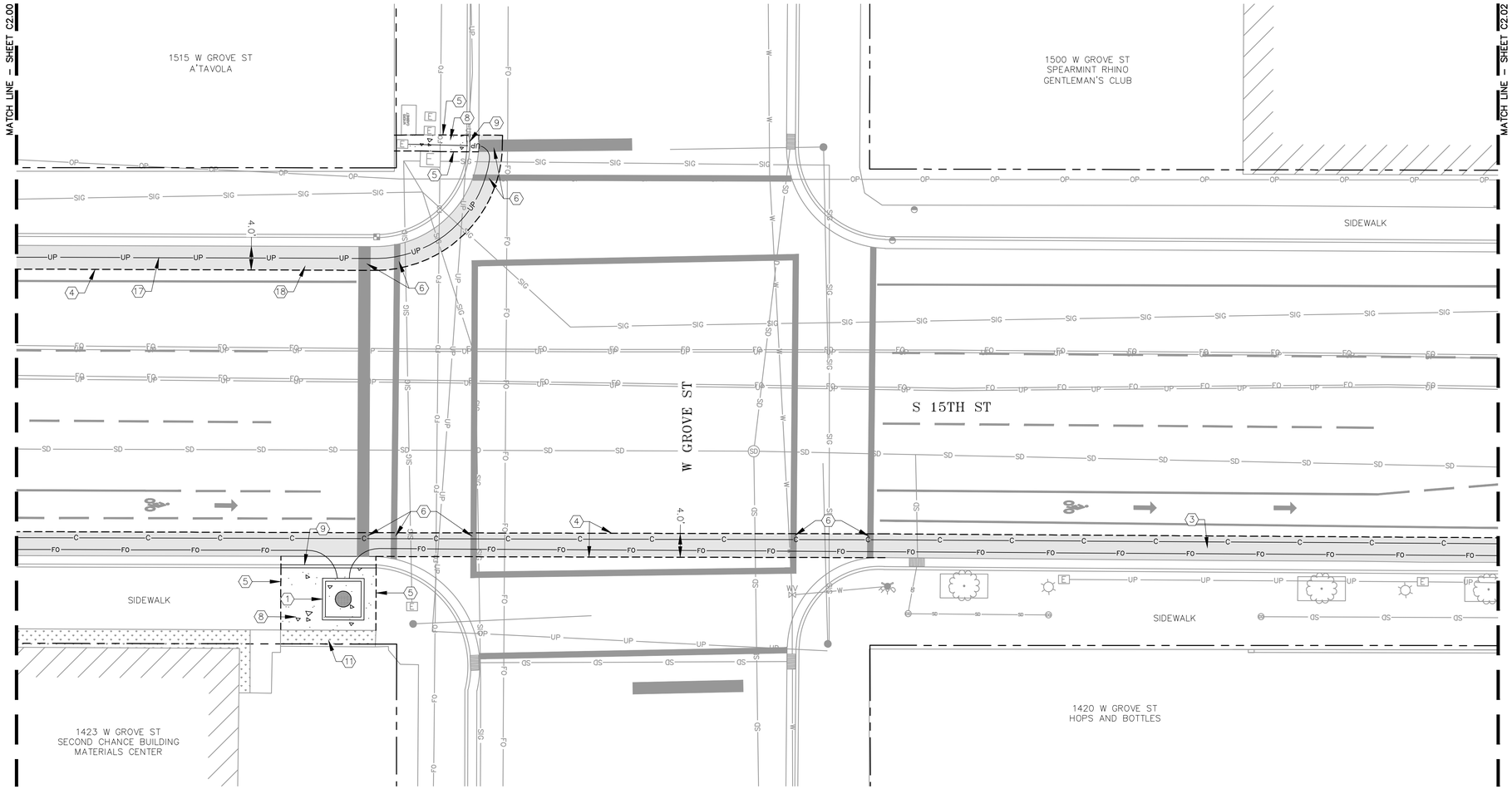

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CONDUIT LEGEND

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SURFACE REPAIR LEGEND

ASPHALT
LANDSCAPING
CONCRETE

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LICENSED
15180
Ricardo Zavala
STATE OF IDAHO
RICARDO ZAVALA
2/6/19

CCDC 15TH STREET CONDUIT BANK
CIVIL PLAN

BOISE IDAHO

PROJECT NO. 204–31
SCALE: 1"=10'

DESIGNED BY: RZ
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DATE	DESCRIPTION
2/6/19	BID PLANS

SHEET
C2.01

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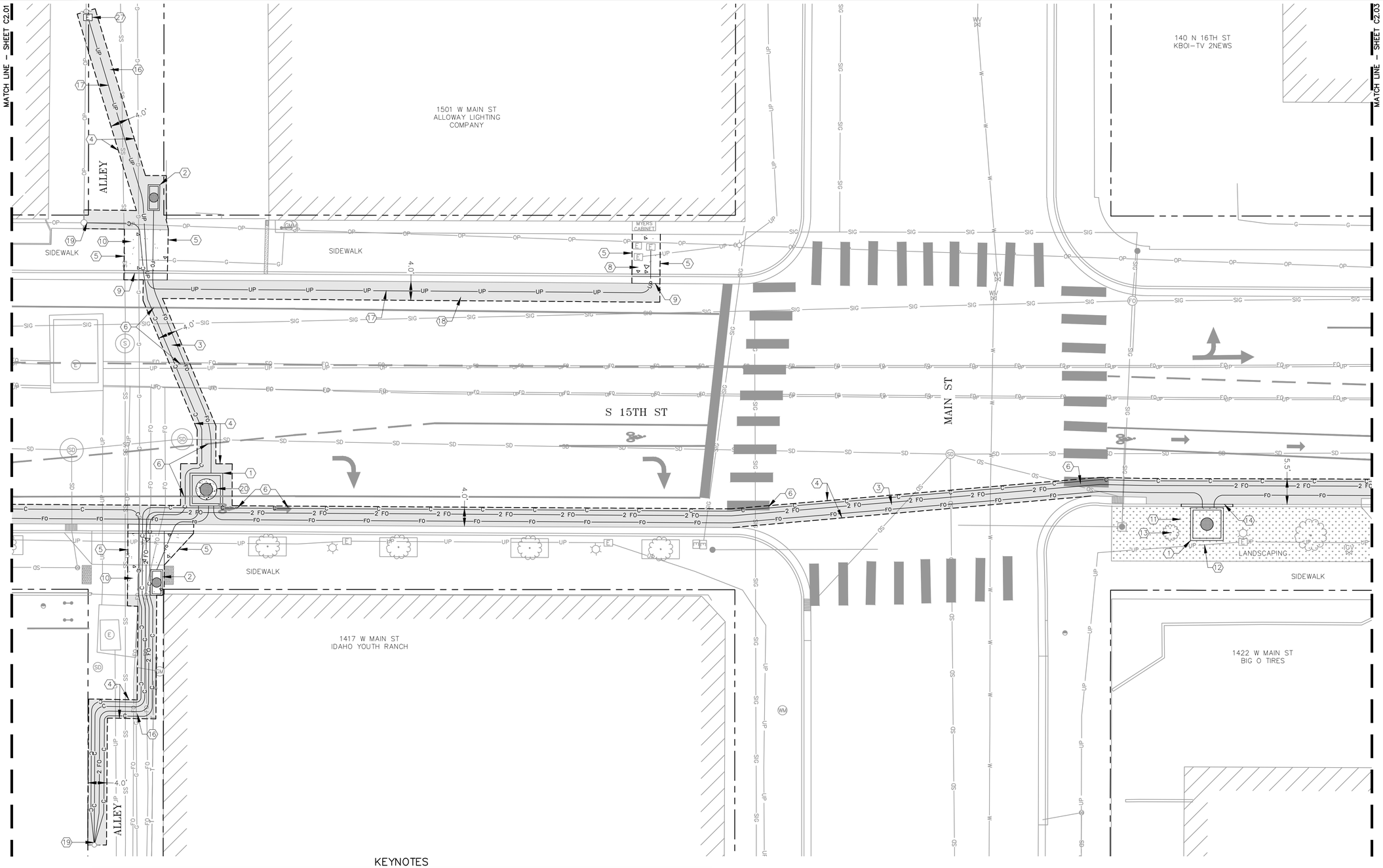

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13. RETAIN AND PROTECT EXISTING TREE, CONTRACTOR SHALL REPLACE DAMAGED TREE WITH TREE OF EQUAL CALIPER
14. 6" VERTICAL CURB (NO GUTTER) PER ISPWC SD–701A
16. ALLEY CONDUIT TRENCH PER DETAIL 1/C1.01 **(ASPHALT REPAIR IN ALLEY IS PART OF THE BASE BID, SEE NOTE 9 ON DETAIL 1/C1.01)**
17. UNDER GROUND POWER, SEE ELECTRICAL PLANS
18. 15TH STREET UNDER GROUND POWER TRENCH ASPHALT REPAIR PER DETAIL 1/C1.01 **(ASPHALT REPAIR IS A BID ALTERNATIVE, SEE NOTE 9 ON DETAIL 1/C1.01)**
19. SWEEP CONDUIT UP AT POWER POLE, COORDINATE SWEEP LOCATION WITH CABLE ONE
20. CONCRETE COLLAR PER ACHD SUPPLEMENTAL TO ISPWC SD–616
27. PULL BOX, SEE ELECTRICAL PLANS

CONDUIT LEGEND

- FO — (9) 1" POLYETHYLENE SDR11 INNERDUCT
- C — (1) 2" POLYETHYLENE SDR11 INNERDUCT FOR CABLE ONE
- 2 FO — (2) 1–¼" POLYETHYLENE SDR11 INNERDUCT FOR CABLE ONE

SURFACE REPAIR LEGEND

- ASPHALT
- LANDSCAPING
- CONCRETE

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CCDC 15TH STREET CONDUIT BANK
CIVIL PLAN

BOISE IDAHO

PROJECT NO. 204–31

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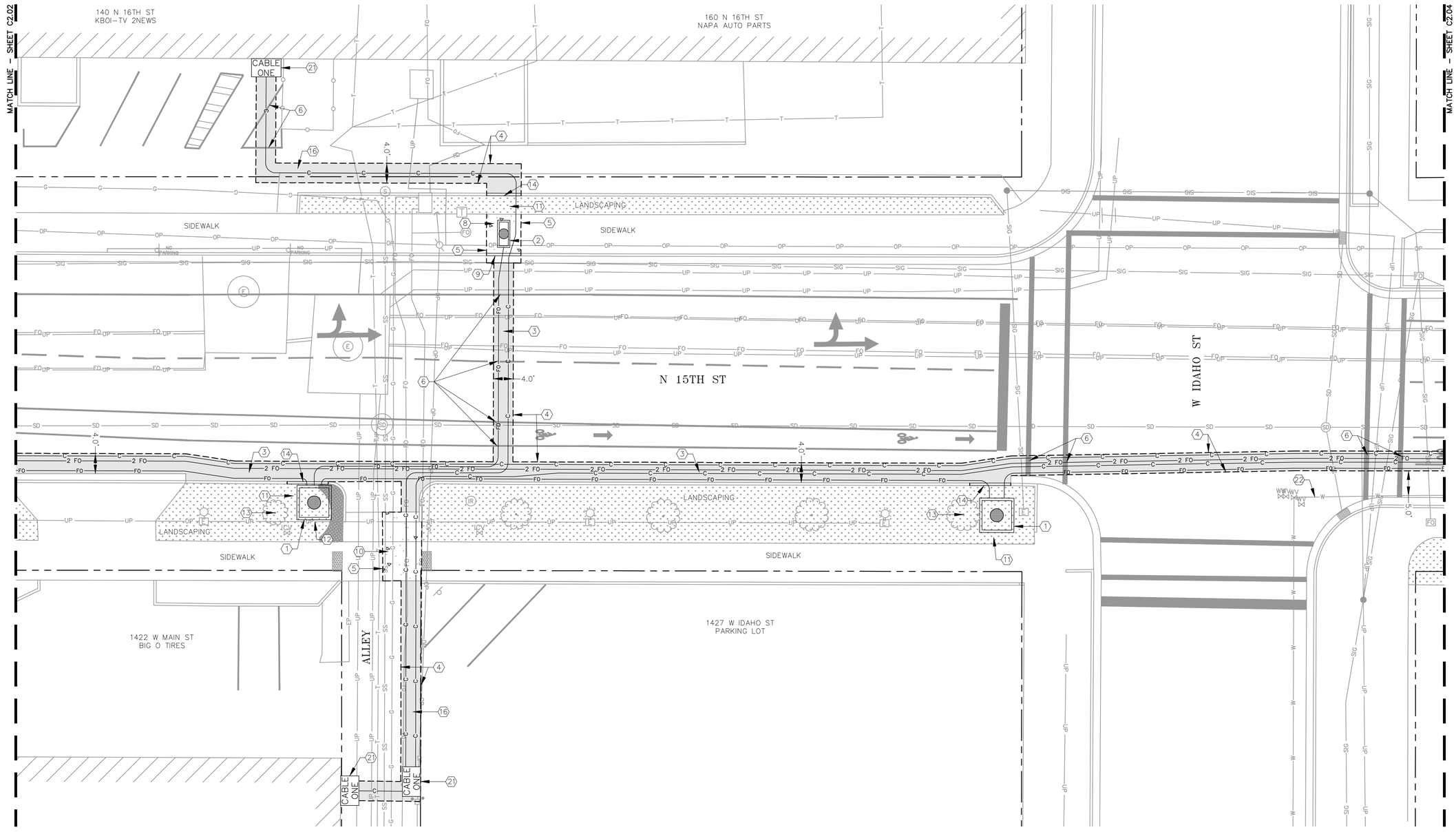

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21. SWEEP CONDUIT UP FOR CABLE ONE PEDESTAL, PEDESTAL INSTALLATION BY CABLE ONE, COORDINATE SWEEP LOCATION WITH CABLE ONE
22. APPROXIMATE EXISTING WATER LINE LOCATION, POT HOLE AND VERIFY WATER LINE LOCATION PRIOR TO EXCAVATING CONDUIT TRENCH. MAINTAIN A MINIMUM OF 5 FEET HORIZONTAL SEPARATION FROM EXISTING WATER LINE.

CONDUIT LEGEND

- FO — (9) 1" POLYETHYLENE SDR11 INNERDUCT
- C — (1) 2" POLYETHYLENE SDR11 INNERDUCT FOR CABLE ONE
- 2 FO — (2) 1–¼" POLYETHYLENE SDR11 INNERDUCT FOR CABLE ONE

SURFACE REPAIR LEGEND

- ASPHALT
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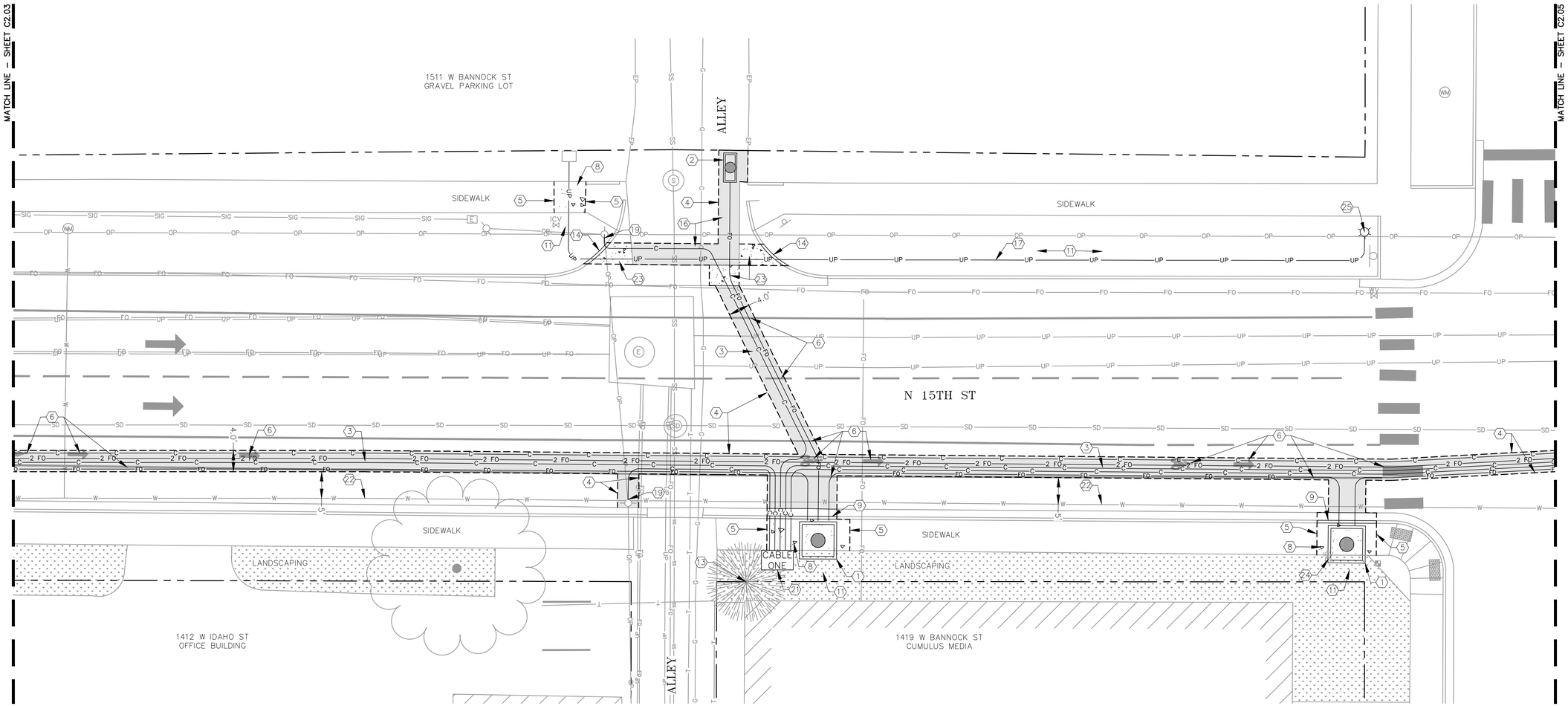

KEYNOTES

1. CONCRETE VAULT PER DETAIL 1/C1.02
2. CONCRETE PULL BOX PER DETAIL 2/C1.02
3. 15TH STREET CONDUIT TRENCH PER DETAIL 1/C1.01, **(ASPHALT REPAIR IS A BID ALTERNATIVE, SEE NOTE 9 ON DETAIL 1/C1.01)**
4. ASPHALT SAW CUT LINE
5. CONCRETE SAW CUT LINE, SAW CUT ALONG SCORE LINES
6. REPAIR STRIPING PER ACHD STANDARD DETAILS TS–1112 AND TS–1113
8. CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL TO ISPWC SD–709, MATCH EXISTING SCORING PATTERN
9. CURB AND GUTTER PER ACHD SUPPLEMENTAL TO ISPWC SD–701
11. REPAIR LANDSCAPING AND IRRIGATION SYSTEM
13. RETAIN AND PROTECT EXISTING TREE, CONTRACTOR SHALL REPLACE DAMAGED TREE WITH TREE OF EQUAL CALIPER
14. 6" VERTICAL CURB (NO GUTTER) PER ISPWC SD–701A
16. ALLEY CONDUIT TRENCH PER DETAIL 1/C1.01 **(ASPHALT REPAIR IN ALLEY IS PART OF THE BASE BID, SEE NOTE 9 ON DETAIL 1/C1.01)**
17. UNDER GROUND POWER, SEE ELECTRICAL PLANS
19. SWEEP CONDUIT UP AT POWER POLE, COORDINATE SWEEP LOCATION WITH CABLE ONE
21. SWEEP CONDUIT UP FOR CABLE ONE PEDESTAL, PEDESTAL INSTALLATION BY CABLE ONE, COORDINATE SWEEP LOCATION WITH CABLE ONE
22. APPROXIMATE EXISTING WATER LINE LOCATION, POT HOLE AND VERIFY WATER LINE LOCATION PRIOR TO EXCAVATING CONDUIT TRENCH. MAINTAIN A MINIMUM OF 5 FEET HORIZONTAL SEPARATION FROM EXISTING WATER LINE.
23. VALLEY GUTTER PER ACHD SUPPLEMENTAL TO ISPWC SD–708
24. RELOCATE IRRIGATION CONTROL VALVE
25. LIGHT POLE, SEE ELECTRICAL PLANS

CONDUIT LEGEND

- FO — (9) 1" POLYETHYLENE SDR11 INNERDUCT
- C — (1) 2" POLYETHYLENE SDR11 INNERDUCT FOR CABLE ONE
- 2 FO — (2) 1–¼" POLYETHYLENE SDR11 INNERDUCT FOR CABLE ONE

SURFACE REPAIR LEGEND

- ASPHALT
- LANDSCAPING
- CONCRETE

Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY: _____ DATE: 2.6.19
ADA COUNTY HIGHWAY DISTRICT

Quadrant Consulting, Inc.
1904 W. Overland Rd
Boise, Idaho 83705
(208) 342–0091 PHONE (208) 342–0092 FAX
CIVIL ENGINEERING–SURVEYING

PROFESSIONAL ENGINEER LICENSED 15180 Ricardo Zavala STATE OF IDAHO RICARDO ZAVALA 2/6/19

CCDC 15TH STREET CONDUIT BANK

CIVIL PLAN

BOISE IDAHO

PROJECT NO. 204–31

SCALE: 1"=10'

DESIGNED BY: RZ	CHECKED BY: RZ
DRAWN BY: RZ	PLOT DATE: 2/6/19

DATE	DESCRIPTION
2/6/19	BID PLANS

SHEET C2.04

MATCH LINE – SHEET C2.04

MATCH LINE – SHEET C2.06

1500 W BANNOCK ST
OFFICE BUILDING

1501 W JEFFERSON ST
THE STURIALE PLACE

ALLEY

SIDEWALK

2 HOUR PARKING

W BANNOCK ST

N 15TH ST

4.0'

TYPICAL

5.00'

11.3'

LANDSCAPING

CABLE ONE

1460 W BANNOCK ST
PARKING LOT

308 N 15TH ST
FALASH AND
COMPANY INC.

312 N 15TH ST
APPARTMENT BUILDING

GRAPHIC SCALE
0 10 20
(IN FEET)
1 INCH = 10 FT.

CONDUIT LEGEND

- FO — (9) 1" POLYETHYLENE SDR11 INNERDUCT
- C — (1) 2" POLYETHYLENE SDR11 INNERDUCT FOR CABLE ONE
- 2 FO — (2) 1–¼" POLYETHYLENE SDR11 INNERDUCT FOR CABLE ONE
- 1 FO — (1) 1–¼" POLYETHYLENE SDR11 INNERDUCT FOR CABLE ONE

SURFACE REPAIR LEGEND

- ASPHALT
- LANDSCAPING
- CONCRETE

KEYNOTES

1. CONCRETE VAULT PER DETAIL 1/C1.02
2. CONCRETE PULL BOX PER DETAIL 2/C1.02
3. 15TH STREET CONDUIT TRENCH PER DETAIL 1/C1.01, **(ASPHALT REPAIR IS A BID ALTERNATIVE, SEE NOTE 9 ON DETAIL 1/C1.01)**
4. ASPHALT SAW CUT LINE
6. REPAIR STRIPING PER ACHD STANDARD DETAILS TS–1112 AND TS–1113
11. REPAIR LANDSCAPING AND IRRIGATION SYSTEM
13. RETAIN AND PROTECT EXISTING TREE, CONTRACTOR SHALL REPLACE DAMAGED TREE WITH TREE OF EQUAL CALIPER
14. 6" VERTICAL CURB (NO GUTTER) PER ISPWC SD–701A
16. ALLEY CONDUIT TRENCH PER DETAIL 1/C1.01 **(ASPHALT REPAIR IN ALLEY IS PART OF THE BASE BID, SEE NOTE 9 ON DETAIL 1/C1.01)**
19. SWEEP CONDUIT UP AT POWER POLE, COORDINATE SWEEP LOCATION WITH CABLE ONE
21. SWEEP CONDUIT UP FOR CABLE ONE PEDESTAL, PEDESTAL INSTALLATION BY CABLE ONE, COORDINATE SWEEP LOCATION WITH CABLE ONE
22. APPROXIMATE EXISTING WATER LINE LOCATION, POT HOLE AND VERIFY WATER LINE LOCATION PRIOR TO EXCAVATING CONDUIT TRENCH. MAINTAIN A MINIMUM OF 5 FEET HORIZONTAL SEPARATION FROM EXISTING WATER LINE.
26. 1–¼" CABLE ONE CONDUITS CHANGES DIRECTIONS AT THIS LOCATION

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BY: _____ DATE: 2.6.19
ADA COUNTY HIGHWAY DISTRICT

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1904 W. Overland Rd
Boise, Idaho 83705
(208) 342–0091 PHONE (208) 342–0092 FAX
CIVIL ENGINEERING–SURVEYING

PROFESSIONAL ENGINEER
LICENSED
15180
Ricardo Zavala
STATE OF IDAHO
RICARDO ZAVALA
2/6/19

CCDC 15TH STREET CONDUIT BANK
CIVIL PLAN

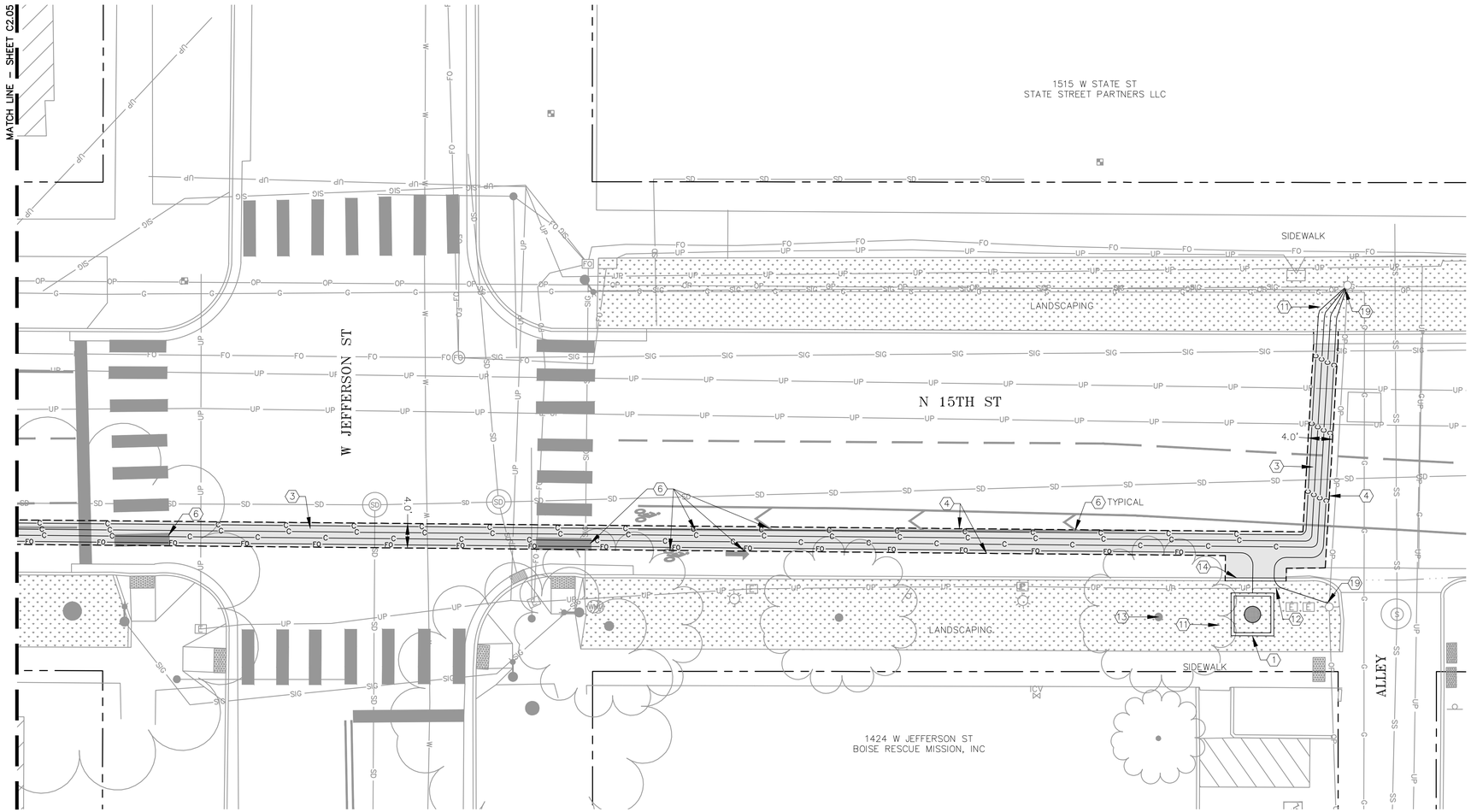
BOISE IDAHO

SCALE: 1" = 10'
PROJECT NO. 204–31

CHECKED BY: RZ
PLOT DATE: 2/6/19

DESIGNED BY: RZ			
DRAWN BY: RZ			
	DATE	DESCRIPTION	
	2/6/19	BID PLANS	

SHEET
C2.05



GRAPHIC SCALE
0 10 20
(IN FEET)
1 INCH = 10 FT.

KEYNOTES

1. CONCRETE VAULT PER DETAIL 1/C1.02
3. 15TH STREET CONDUIT TRENCH PER DETAIL 1/C1.01, **(ASPHALT REPAIR IS A BID ALTERNATIVE, SEE NOTE 9 ON DETAIL 1/C1.01)**
4. ASPHALT SAW CUT LINE
6. REPAIR STRIPING PER ACHD STANDARD DETAILS TS-1112 AND TS-1113
11. REPAIR LANDSCAPING AND IRRIGATION SYSTEM
12. APPROXIMATE UNDERGROUND POWER LOCATION, ROUTE UNDERGROUND POWER AROUND VAULT IF NECESSARY
13. RETAIN AND PROTECT EXISTING TREE, CONTRACTOR SHALL REPLACE DAMAGED TREE WITH TREE OF EQUAL CALIPER
14. 6" VERTICAL CURB (NO GUTTER) PER ISPWC SD-701A
19. SWEEP CONDUIT UP AT POWER POLE, COORDINATE SWEEP LOCATION WITH CABLE ONE

CONDUIT LEGEND

FO — (9) 1" POLYETHYLENE SDR11 INNERDUCT
C — (1) 2" POLYETHYLENE SDR11 INNERDUCT FOR CABLE ONE

SURFACE REPAIR LEGEND

ASPHALT
LANDSCAPING
CONCRETE

Plans Are Accepted For Public Street Construction

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BY: _____ DATE: 2/6/19
ACHD COUNTY HIGHWAY DISTRICT

Quadrant Consulting, Inc.
1904 W. Overland Rd
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING-SURVEYING

PROFESSIONAL ENGINEER LICENSED 15180 RICARDO ZAYALA STATE OF IDAHO
Ricardo Zayala
2/6/19

CCDC 15TH STREET CONDUIT BANK
CIVIL PLAN

BOISE IDAHO

PROJECT NO. 204-31
SCALE: 1"=10'

DESIGNED BY: RZ	DRAWN BY: RZ	CHECKED BY: RZ	PLOT DATE: 2/6/19
DATE	DESCRIPTION		
2/6/19	BID PLANS		

SHEET
C2.06

Variance Request

Company Name and Address: CCDC
121 N 9th St #501, Boise, ID 83702

Description of Work

Installation of a conduit bank for Boise City fiber optics. Conduit bank will be installed on the east side of 15th Street from Front Street to the alley North of Jefferson Street as shown on the attached plans.

Purpose for Request

This is a request for a variance to install the conduit bank on the east side of the street. On the west side of the street Idaho Power and ACHD have power and signal lines that take up most of the available real-estate.

A plan of the proposed work is attached.

All work will maintain a minimum of 5 feet horizontal separation and 1.5 feet vertical separation from existing water facilities.

A copy of this variance will be kept on site during construction activities.

I certify that I am the authorized utility company representative and request permission to construct the above facilities.

Ricardo Zavala
Applicant – Please print

Ricardo Zavala 1/14/18
Signature and Date

Permission is hereby granted to the above named applicant to perform the work described herein.

By: Roger F. Summers Entity: Suez

Title: Sr. Proj. Eng. Date: 1/16/2019

VARIANCE REQUEST

ROAD NAME: 15TH

DESCRIPTION OF WORK TO BE DONE:
Installing Conduit
Front to Jefferson

PURPOSE FOR REQUEST:
Install Conduit on the east side of the road

A PLAN OF PROPOSED WORK AND APPLICABLE TRAFFIC CONTROL PLANS ARE ATTACHED

I CERTIFY THAT I AM THE AUTHORIZED UTILITY COMPANY REPRESENTATIVE AND REQUEST PERMISSION TO CONSTRUCT THE ABOVE FACILITIES

COMPANY NAME AND ADDRESS
Quadrant Consulting
1904 W Overland Rd
Boise, ID 83705

Ricardo Zavala
APPLICANT-PLEASE PRINT

Ricardo Zavala 1-15-19
SIGNATURE OF AUTHORIZED REPRESENTATIVE AND DATE

PERMISSION IS HEREBY GRANTED TO THE ABOVE NAMED APPLICANT TO PERFORM THE WORK DESCRIBED ABOVE

BY: Meredith Singleton
TITLE: GIS Field Tech

ENTITY: Intermountain Gas Company
DATE: 1-15-19

Plans Are Accepted For Public Street Construction

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BY: _____ DATE: 2.6.19
ADA COUNTY HIGHWAY DISTRICT

Quadrant Consulting, Inc.
1904 W. Overland Rd
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING-SURVEYING

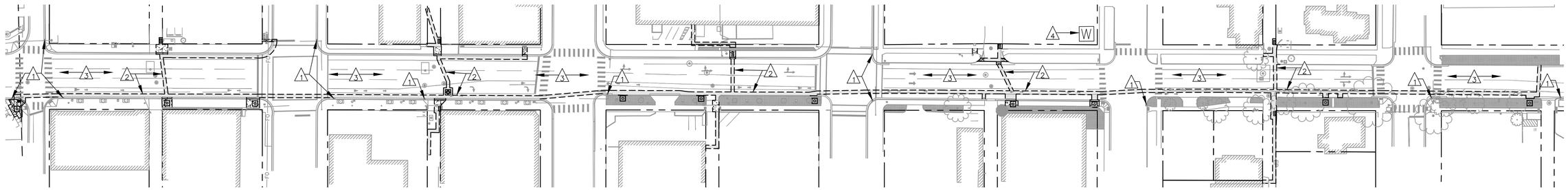
CCDC 15TH STREET CONDUIT BANK
SUEZ WATER AND INTERMOUNTAIN GAS VARIANCE
BOISE IDAHO

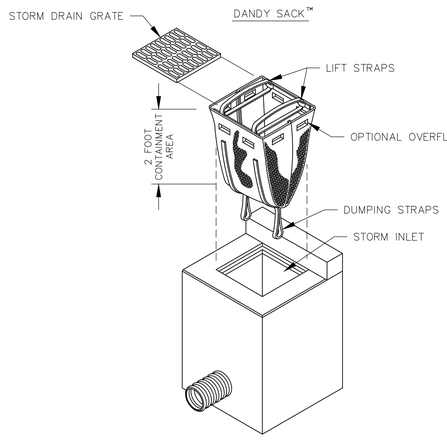
PROJECT NO. 204-31
SCALE: NTS

DESIGNED BY: RZ
DRAWN BY: RZ
CHECKED BY: RZ
PLOT DATE: 2/6/19

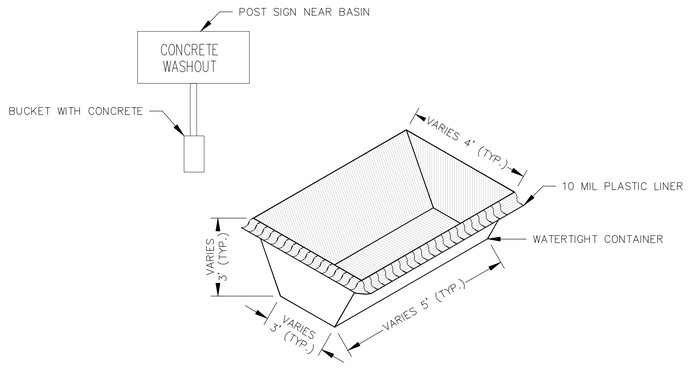
DATE	DESCRIPTION
2/6/19	BID PLANS

SHEET
C3.00





1 ESC1.00 STORM DRAIN INLET SEDIMENT CONTROL DEVICE
NTS



NOTES
1. DIMENSIONS VARY. RESPONSIBLE PERSON SHALL SIZE BASIN APPROPRIATELY.

2 ESC1.00 CONCRETE WASHOUT
NTS

EROSION AND SEDIMENT CONTROL NOTES

1.) PROTECT ALL ADJACENT PROPERTY FROM DISTURBANCE.

2.) RETAIN ALL STORM WATER RUNOFF ON-SITE TO THE EXTENT PRACTICAL. PROTECT EXISTING NEARBY STORM DRAIN FACILITIES DURING CONSTRUCTION.

3.) IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS AND INSPECTIONS.

4.) THE IMPACT AREA IS LESS THAN 1 ACRE, MAKING AN EPA STORM WATER NOTICE OF INTENT UNNECESSARY.

5.) THIS PLAN IS TO BE USED IN CONJUNCTION WITH THE STORM WATER POLLUTION PREVENTION PLAN NARRATIVE AND SUPPLEMENTAL MATERIALS.

6.) THIS PLAN IS STRICTLY FOR STORM WATER POLLUTION PREVENTION AND IS NOT INTENDED TO SERVE ANY OTHER PURPOSE. NO REPRESENTATION, NEITHER IMPLICIT OR EXPLICIT IS MADE THAT THIS PLAN MEETS REQUIREMENTS, STANDARDS, OR SPECIFICATIONS OTHER THAN THOSE STRICTLY FOR STORM WATER POLLUTION PREVENTION.

Ricardo Zavala — 2/6/19
RICARDO ZAVALA — DATE
CON07-00731

KEYNOTES

1	PROVIDE STORM DRAIN INLET PROTECTION PER DETAIL 1/ESC1.00 OR UTILIZE APPROVED EQUAL
2	LIMITS OF CONSTRUCTION
3	RETAIN AND PROTECT ADJACENT PAVED SURFACES
4	CONCRETE WASHOUT PER DETAIL 2/ESC1.00 OR UTILIZE APPROVED EQUAL, LOCATION WILL VARY

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CIVIL ENGINEERING-SURVEYING

CCDC 15TH STREET CONDUIT BANK
EROSION SEDIMENT CONTROL PLAN

BOISE IDAHO

PROJECT NO. 204-31

SCALE: 1"=60'

CHECKED BY: RZ
PLOT DATE: 2/6/19

DESIGNED BY: RZ
DRAWN BY: RZ

DATE	DESCRIPTION
2/6/19	BID PLANS

SHEET
ESC1.00

ELECTRICAL LEGEND - LIGHTING

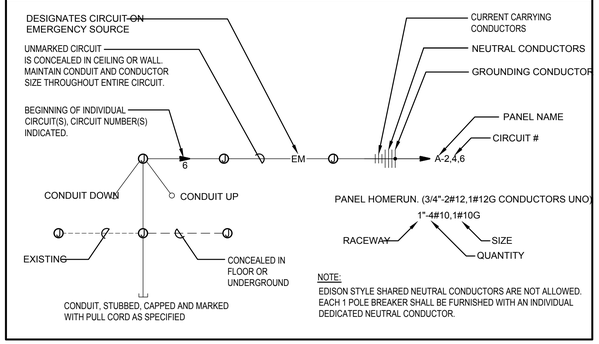
REFERENCE FIXTURE SCHEDULE FOR MOUNTING TYPE, MOUNTING HEIGHT, AND FIXTURE TYPE.

- DOUBLE FACE EXIT SIGN, CEILING MOUNTED, PROVIDE UNSWITCHED CONDUCTOR.
- WALL MOUNTED DOUBLE FACE EXIT SIGN PROVIDE UNSWITCHED CONDUCTOR. MOUNT AT +8'-0" UNO.
- SINGLE FACE EXIT SIGN, CEILING MOUNTED PROVIDE UNSWITCHED CONDUCTOR.
- WALL MOUNTED SINGLE FACE EXIT SIGN PROVIDE UNSWITCHED CONDUCTOR. MOUNT AT +8'-0" UNO.
- ARROW INDICATES DIRECTION TO BE SHOWN ON SIGN.
- 1'X1' LIGHT FIXTURE.
- 1'X1' LIGHT FIXTURE, PROVIDE EMERGENCY BALLAST CONNECTED TO AN UNSWITCHED CONDUCTOR.
- TRACK LIGHT
- 1'X4' LIGHT FIXTURE.
- 1'X4' LIGHT FIXTURE, PROVIDE EMERGENCY BALLAST CONNECTED TO AN UNSWITCHED CONDUCTOR.
- 2'X4' LIGHT FIXTURE.
- 2'X4' LIGHT FIXTURE, PROVIDE EMERGENCY BALLAST CONNECTED TO AN UNSWITCHED CONDUCTOR.
- 2'X2' LIGHT FIXTURE.
- 2'X2' LIGHT FIXTURE, PROVIDE EMERGENCY BALLAST CONNECTED TO AN UNSWITCHED CONDUCTOR.
- DIRECT/INDIRECT LIGHT FIXTURE. SEE SCHEDULE FOR LENGTH.
- DIRECT/INDIRECT LIGHT FIXTURE. SEE SCHEDULE FOR LENGTH. PROVIDE EMERGENCY BALLAST CONNECTED TO AN UNSWITCHED CONDUCTOR
- STRIP FLUORESCENT LIGHT FIXTURE. SEE SCHEDULE FOR LENGTH.
- STRIP FLUORESCENT LIGHT FIXTURE. SEE SCHEDULE FOR LENGTH. PROVIDE EMERGENCY BALLAST CONNECTED TO AN UNSWITCHED CONDUCTOR
- WALL MOUNTED LIGHT FIXTURE.
- WALL MOUNTED LIGHT FIXTURE, PROVIDE EMERGENCY BALLAST CONNECTED TO AN UNSWITCHED CONDUCTOR.
- RECESSED LIGHT FIXTURE
- RECESSED LIGHT FIXTURE. PROVIDE EMERGENCY BALLAST CONNECTED TO AN UNSWITCHED CONDUCTOR.
- ROUND LIGHT FIXTURE
- ROUND EMERGENCY LIGHT FIXTURE
- WALL MOUNTED LIGHT FIXTURE.
- WALL MOUNTED EMERGENCY LIGHT FIXTURE.
- POLE LIGHT 1 HEAD WITH POLE
- TIME CLOCK
- PHOTO CONTROL CELL LOCATED 12" ABOVE ROOF FACING NORTH.
- OCCUPANCY SENSOR. PROVIDE RELAYS AND POWER PACKS AS REQUIRED
- LED DRIVER
- EMERGENCY EGRESS LIGHTING WITH OUT FIXTURE HEADS. CONNECT TO AN UNSWITCHED CONDUCTOR.
- EMERGENCY EGRESS LIGHTING. CONNECT TO AN UNSWITCHED CONDUCTOR.
- XXX INDICATES FIXTURE TYPE. REFER TO FIXTURE SCHEDULE.
- EXTERIOR WALL PACK
- EMERGENCY EXTERIOR WALL PACK. PROVIDE EMERGENCY BALLAST CONNECTED TO AN UNSWITCHED CONDUCTOR

DEVICES

- SWITCH, TYPE AS INDICATED. +46"AFF
  - 2 DOUBLE POLE
  - 3 3-WAY
  - 4 4-WAY
  - K KEYED
  - P PILOT LIGHT
  - D DIMMER
  - HP HORSEPOWER RATED
  - TO THERMAL OVERLOAD
  - LV LOW VOLTAGE
  - OS OCCUPANCY SENSOR
  - OR LOW VOLTAGE, MOMENTARY OVERRIDE
  - VS VACANCY SENSOR
  - a SUPERSCRIPT INDICATES LIGHTS TO BE SWITCHED TOGETHER
- DUAL LEVEL SWITCHING, INSIDE AND OUTSIDE LAMPS OF FIXTURE TO BE SWITCHED SEPARATELY.
- DUAL LEVEL SWITCHING WITH OCCUPANCY SENSOR, INSIDE AND OUTSIDE LAMPS OF FIXTURE TO BE SWITCHED SEPARATELY.
- OCCUPANCY SENSOR WITH MANUAL DIMMING, SET FOR 50% AUTOMATIC ON, AUTOMATIC OFF, WITH MANUAL DIMMING.
- SINGLE CONVENIENCE OUTLET, +18" AFF UNO
- FLOOR MOUNT SINGLE CONVENIENCE OUTLET
- DUPLEX CONVENIENCE OUTLET, +18" AFF UNO
- FLOOR MOUNT DUPLEX CONVENIENCE OUTLET
- EMERGENCY DUPLEX CONVENIENCE OUTLET, +18" AFF UNO
- SWITCHED DUPLEX CONVENIENCE OUTLET, +18" AFF UNO
- FLOOR MOUNTED SWITCHED DUPLEX CONVENIENCE OUTLET
- FOURPLEX CONVENIENCE OUTLET. +18"AFF UNO
- FLOOR MOUNT FOURPLEX CONVENIENCE OUTLET
- CONNECTION POINT TO EQUIPMENT SPECIFIED, ELECTRICAL CONTRACTOR TO SUPPLY RACEWAY AND CONDUCTORS AND MAKE FINAL CONNECTION TO EQUIPMENT UNDER THIS SECTION. UNO
- FLOOR MOUNTED CONNECTION POINT, SEE NOTE ABOVE FOR REQUIREMENTS
- FLOOR MOUNTED JUNCTION BOX
- JUNCTION BOX
- WALL MOUNTED PUSH BUTTON, MOUNT AT SWITCH HEIGHT UNO
- HC WALL MOUNTED PUSH BUTTON, HANDICAPPED MOUNT AT SWITCH HEIGHT UNO
- WALL MOUNTED PUSH BUTTON, MOUNT AT SWITCH HEIGHT UNO
- MOTOR STARTER/CONTACTOR, SIZE/POLES NEMA 1 UNO AS INDICATED
- COMBINATION STARTER AND DISCONNECT, SIZE/POLES, STARTER SIZE AS INDICATED, NEMA 1 UNO
- F FUSED DISCONNECT SWITCH, SIZE/POLES, FUSE SIZES AS INDICATED, NEMA 1 UNO
- NON-FUSED DISCONNECT SIZE/ POLES AS INDICATED, NEMA 1 UNO
- T X-X THERMOSTAT, +46" AFF PROVIDE CONDUIT, J-BOX, CONDUCTORS AS REQUIRED TO CONTROL ASSOCIATED UNITS. UNO COORDINATE WITH DIVISION 15.
- POWER POLE - DUAL CHANNEL
- T TRANSFORMER
- PANELBOARD. SEE SCHEDULE FOR TYPE.
- EQUIPMENT CABINET, SURFACE MOUNTED
- EQUIPMENT CABINET FLUSH MOUNTED
- J SURFACE MULTI-OUTLET RACEWAY
- # # MECHANICAL EQUIPMENT CALL OUT
- # KITCHEN EQUIPMENT CALLOUT

CIRCUITING SYMBOLS



NOTE:
EDISON STYLE SHARED NEUTRAL CONDUCTORS ARE NOT ALLOWED. EACH 1 POLE BREAKER SHALL BE FURNISHED WITH AN INDIVIDUAL DEDICATED NEUTRAL CONDUCTOR.

ELECTRICAL ABBREVIATIONS

A	AMPERES
AC	6" ABOVE BACKSPLASH
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AF	AMP FRAME
AIC	AMPS INTERRUPTING CAPACITY
AT	AMP TRIP
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BD	BOTTOM OF DECK
BS	BOTTOM OF STRUCTURE
C	CEILING MOUNTED
C	CONDUIT
CB	CIRCUIT BREAKER
CF	COMPACT FLUORESCENT
CKT	CIRCUIT
CO	CONDUIT ONLY, PROVIDE PULL-LINE
CT	CURRENT TRANSFORMER
CTL	CONTROL
DC	DIRECT CURRENT
(D)	DEMOLITION
DEMO	DEMOLITION
DET	DETAIL
DTT	DOUBLE TWIN TUBE
E	EMERGENCY
(E)	EXISTING
EC	ELECTRICAL CONTRACTOR
EL	EMERGENCY LIGHT
F	FUSE
(F)	FUTURE
FACP	FIRE ALARM CONTROL PANEL
G/GND	GROUND
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GFI	GROUND FAULT INTERRUPTER
HH	HAND HOLE
HID	HIGH INTENSITY DISCHARGE
HOA	HAND-OFF-AUTO
HPS	HIGH PRESSURE SODIUM
HVAC	HEATING, VENTILATION, & AIR CONDITIONING
IG	ISOLATED GROUND
IPCO	IDAHO POWER COMPANY
J-BOX	JUNCTION BOX
KA	KILOAMP
KVA	KILO VOLT-AMP
KW	KILOWATT
KWH	KILOWATT HOUR
LCP	LIGHTING CONTROL PANEL
MB	MAIN BREAKER
MBR	MAIN CIRCUIT BREAKER
MCC	MOTOR CONTROL CENTER
MDP	MAIN DISTRIBUTION PANEL
MLO	MAIN LUGS ONLY
MMC	MODULAR METERING CENTER
MH	METAL HALIDE
MSB	MAIN SWITCH BOARD
MTG	MOUNTING
N	NEUTRAL
(N)	NEW
NC	NORMALLY CLOSED
NEC	NATIONAL ELECTRICAL CODE
NIC	NOT IN CONTRACT
NL	NIGHT LIGHT
NO	NORMALLY OPEN
NTS	NOT TO SCALE
OH	OVERHEAD
OS	OCCUPANCY SENSOR
P	POLES
PC	PHOTO-CONTROL
PVC	POLYVINYL CHLORIDE
PWR	POWER
RE:	REFERENCE
REC	RECEPTACLE
(R)	RELOCATED
SF	SQUARE FEET
TBD	TO BE DETERMINED
TDR	TIME DELAY RELAY
TK	TOE KICK
TSP	TWISTED SHIELDED PAIR
TRT	TRIPLE TUBE
TTB	TELEPHONE TERMINAL BOARD
(TYP.)	TYPICAL
UC	UNDERCABINET
UG	UNDERGROUND
U.N.O.	UNLESS NOTED OTHERWISE
V	VOLT
VA	VOLT-AMPERE
W	WATT
WG	WIRE GUARD
WP	WEATHER PROOF/NEMA 3R

PROVIDED/ PROVIDE BY INSTALLED/ INSTALL	PROVIDE AND INSTALL / PROVIDED AND INSTALLED BY / PROVIDE AND INSTALL

NOTE: THIS IS A STANDARD LIST OF COMMONLY USED ELECTRICAL ABBREVIATIONS. SOME OF THE ABBREVIATIONS SHOWN ABOVE MAY NOT BE USED IN THIS DRAWING PACKAGE.

NOTE: THIS IS A STANDARD LIST OF COMMONLY USED ELECTRICAL SYMBOLS. SOME OF THE SYMBOLS SHOWN MAY NOT HAVE BEEN USED IN THIS DRAWING PACKAGE.

PEDESTAL: ML | PROJECT: CCDC 15 STREET CONDUIT BANK
VOLTAGE: 240/120 | 1 PH | 3 WIRE | AMPERE RATING: 100 MBR | SC RATING: 22000 AIC
CKT NOTES: 1. PROVIDE CLASS B GFCI BREAKER.
REMARKS: PEDESTAL 'M' INCLUDES BOTH 'ML' AND 'MC'. RE: STREET LIGHT METERING CABINET DETAIL. PROVIDE ALL BREAKERS WITH APPROPRIATE CONTACTOR AND TERMINAL BLOCKS.
MOUNTING: FREE STANDING

CKT	DESCRIPTION	CKT NOTE	LOAD AMPS	AMPS/ POLES	PHASE (AMPS) A	N/A	B	AMPS/ POLES	LOAD AMPS	CKT NOTE	DESCRIPTION	CKT
1	MAIN BREAKER			100 2	0			15 1			TEST SWITCH	2
3	""			" "			0	30 2			SPARE	4
5	LTS -STREET		1.5	30 2	1.5			" "			""	6
7	""		1.5	" "			1.5	30 2			SPARE	8
9	SPARE	1		0				" "			""	10
11	SPARE	1		30 1			0	30 1			SPARE	12
	TOTAL CONNECTED LOAD (AMPS)				1.5		1.5	AMPS				
	TOTAL DEMAND LOAD (KW)				0.2		0.2	KW				

PEDESTAL: MC | PROJECT: CCDC 15 STREET CONDUIT BANK
VOLTAGE: 240/120 | 1 PH | 3 WIRE | AMPERE RATING: 100 MBR | SC RATING: 22000 AIC
CKT NOTES: 1. PROVIDE CLASS B GFCI BREAKER.
REMARKS: PEDESTAL 'M' INCLUDES BOTH 'ML' AND 'MC'. RE: STREET LIGHT METERING CABINET DETAIL. PROVIDE ALL BREAKERS WITH APPROPRIATE CONTACTOR AND TERMINAL BLOCKS.
MOUNTING: FREE STANDING

CKT	DESCRIPTION	CKT NOTE	LOAD AMPS	AMPS/ POLES	PHASE (AMPS) A	N/A	B	AMPS/ POLES	LOAD AMPS	CKT NOTE	DESCRIPTION	CKT
1	MAIN BREAKER	1		100 2	0			30 1			SPARE	2
3	""	1		" "			0	30 1			SPARE	4
5	BLANK				0						BLANK	6
7	BLANK						0				BLANK	8
	TOTAL CONNECTED LOAD (AMPS)				0.0		0.0	AMPS				
	TOTAL DEMAND LOAD (AMPS)				0.0		0.0	KW				

Quadrant Consulting, Inc.
1904 W. Overland Rd
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING-SURVEYING

MUSGROVE ENGINEERING, P.A.
234 S. Whisperwood Way
Boise, Idaho 83709
208.384.0585
www.musgrovepa.com

OVER 40 YEARS OF EXCELLENCE

Project No. 19-016

PROFESSIONAL ENGINEER REGISTERED 12766 2/6/19 STATE OF IDAHO THAD MASON

CCDC 15TH STREET CONDUIT BANK
ELECTRICAL PLAN
BOISE IDAHO

PROJECT NO. 204-31
SCALE: 1=1

DESIGNED BY: RDC
DRAWN BY:
CHECKED BY: TIM
PLOT DATE: 2/4/19

DATE	DESCRIPTION
2/6/19	BID PLANS

SHEET
E0.0

GENERAL NOTES:

A. CONTRACTOR SHALL COORDINATE WITH AN UNDERGROUND LOCATING SERVICE PRIOR TO COMMENCING WORK. COORDINATE WITH OTHER SITE DISCIPLINES.

B. ROUTE CONDUITS IN COMMON TRENCH WHERE POSSIBLE REFER TO TRENCHING DETAIL. RE:TRENCHING DETAIL.

C. SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.

D. SITE LIGHTING AND UTILITY EQUIPMENT SHOWN IN APPROXIMATE LOCATION. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS, PROPERTY LINES, AND UTILITY COMPANIES PRIOR TO ROUGH-IN.

E. PROVIDE PULL-LINE IN ALL EMPTY CONDUITS.

KEYED NOTES:

(#) SYMBOL USED FOR NOTE CALLOUT.

1. REFER TO ENLARGED SHEETS.

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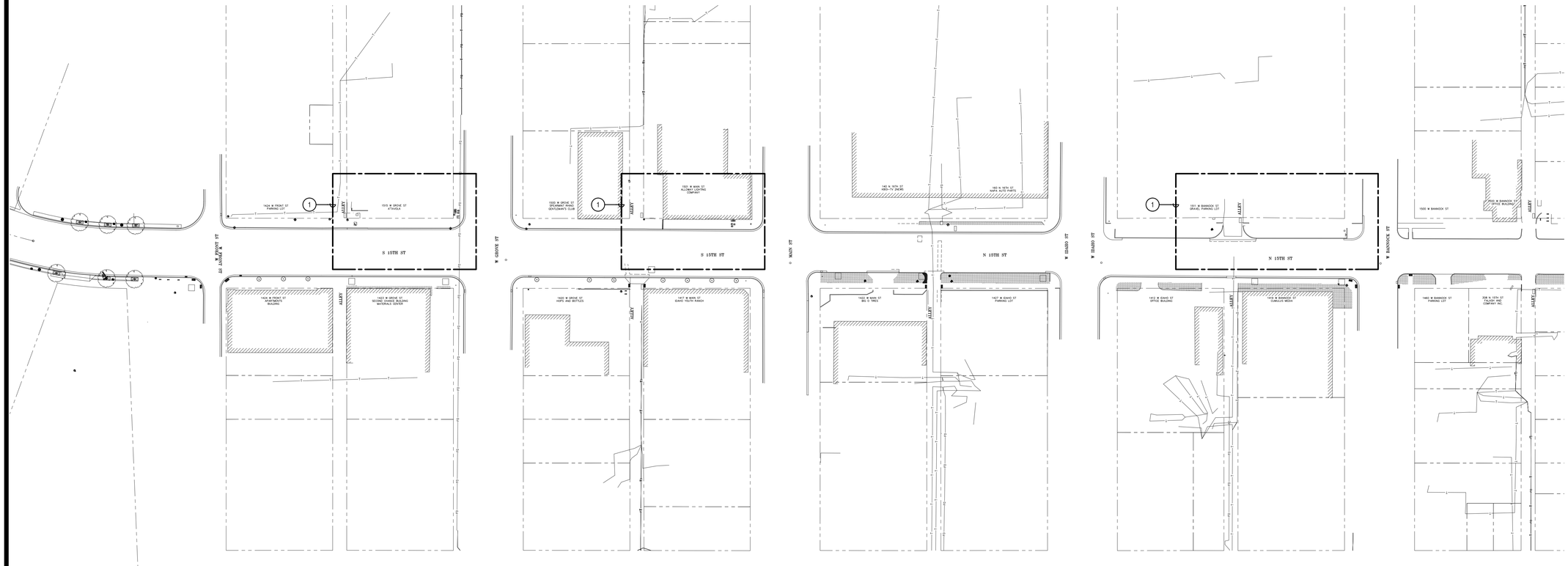
Project No. 19-016



1 ELECTRICAL OVERALL PLAN
SCALE:1"=50'

Quadrant Consulting, Inc.
1904 W. Overland Rd
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING—SURVEYING

PROFESSIONAL ENGINEER — REGISTERED — 12766 — 2/6/19 — STATE OF IDAHO — THAD MASON

CCDC 15TH STREET CORRIDOR

ELECTRICAL PLAN

BOISE IDAHO

SCALE: 1"=100'

PROJECT NO. 204-31

CHECKED BY: TM
PLOT DATE: 2/4/19

DESIGNED BY: BDC
DRAWN BY:

DATE	DESCRIPTION
2/6/19	BID PLANS

SHEET
E1.0

GENERAL NOTES:

A. CONTRACTOR SHALL COORDINATE WITH AN UNDERGROUND LOCATING SERVICE PRIOR TO COMMENCING WORK. COORDINATE WITH OTHER SITE DISCIPLINES.

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C. SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.

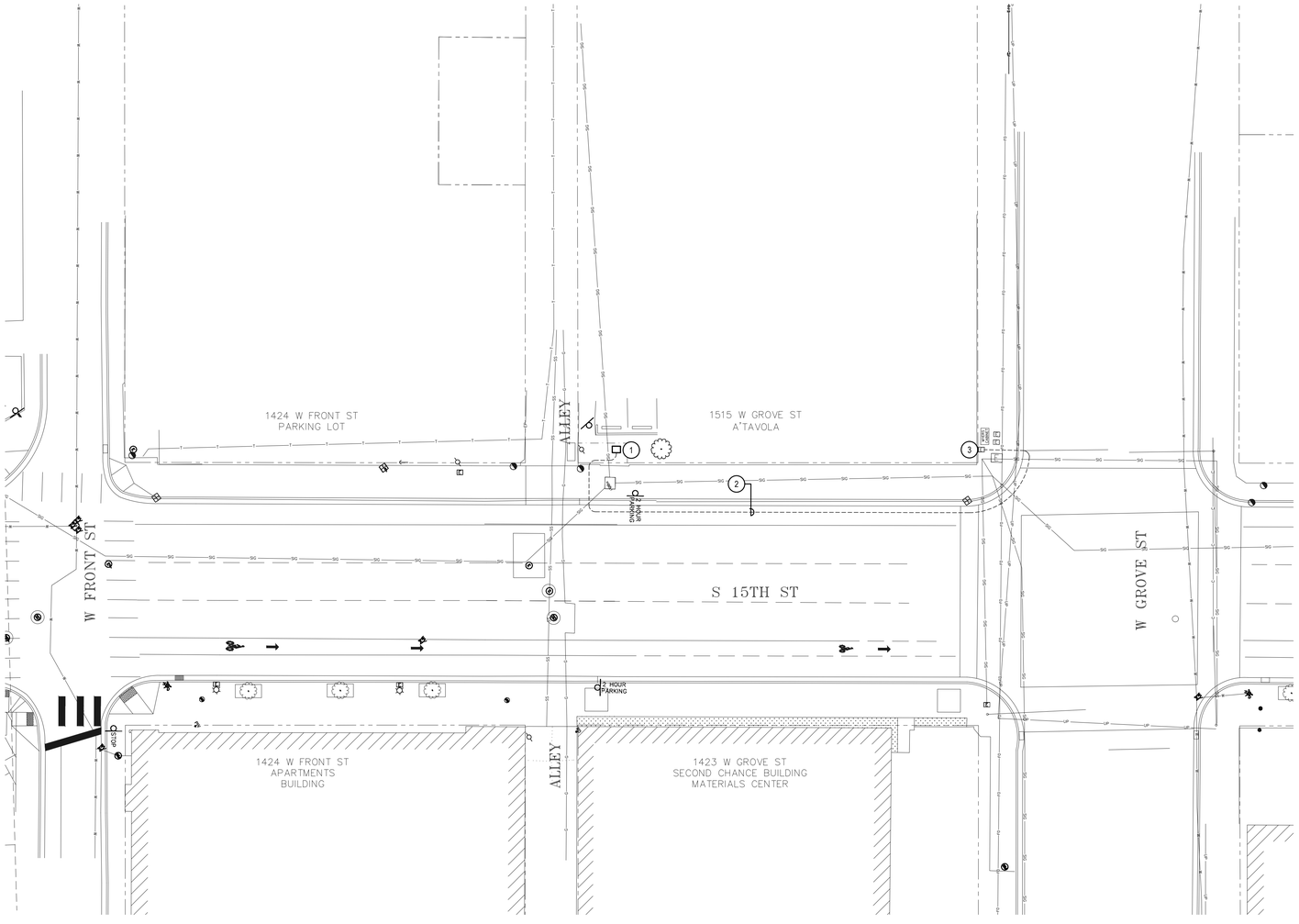
D. SITE LIGHTING AND UTILITY EQUIPMENT SHOWN IN APPROXIMATE LOCATION. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS, PROPERTY LINES, AND UTILITY COMPANIES PRIOR TO ROUGH-IN.

E. PROVIDE PULL-LINE IN ALL EMPTY CONDUITS.

KEYED NOTES:

(#) SYMBOL USED FOR NOTE CALLOUT.

1. APPROXIMATE LOCATION OF IDAHO POWER TRANSFORMER BY IDAHO POWER.
2. PROVIDE AND INSTALL 2" CONDUIT WITH 3#1, 1#8G FROM THE IDAHO POWER TRANSFORMER TO THE METERING CABINET. COORDINATE ROUTING WITH CIVIL AND INSTALLATION WITH IDAHO POWER.
3. APPROXIMATE LOCATION OF EXISTING METERING CABINET. THE CABINET IS TO BE RE-FED FROM AN NEW TRANSFORMER. REMOVE ALL UNUSED CONDUIT AND CONDUCTORS.



1 ELECTRICAL PLAN - FRONT TO GROVE
SCALE:1"=20'

Quadrant Consulting, Inc.
1904 W. Overland Rd
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
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234 S. Whisperwood Way
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OVER 40 YEARS OF EXCELLENCE

Project No. 19-016

PROFESSIONAL ENGINEER
REGISTERED
12766
2/6/19
STATE OF IDAHO
THAD MASON

CCDC 15TH STREET CONDUIT BANK
ELECTRICAL PLAN
BOISE IDAHO

SCALE: 1"=100'
PROJECT NO. 204-31

DESIGNED BY:
DRAWN BY: BDC
CHECKED BY: TM
PLOT DATE: 2/4/19

DATE	DESCRIPTION
2/6/19	BID PLANS

SHEET
E2.0

GENERAL NOTES:

A. CONTRACTOR SHALL COORDINATE WITH AN UNDERGROUND LOCATING SERVICE PRIOR TO COMMENCING WORK. COORDINATE WITH OTHER SITE DISCIPLINES.

B. ROUTE CONDUITS IN COMMON TRENCH WHERE POSSIBLE REFER TO TRENCHING DETAIL. RE:TRENCHING DETAIL.

C. SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.

D. SITE LIGHTING AND UTILITY EQUIPMENT SHOWN IN APPROXIMATE LOCATION. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS, PROPERTY LINES, AND UTILITY COMPANIES PRIOR TO ROUGH-IN.

E. PROVIDE PULL-LINE IN ALL EMPTY CONDUITS.

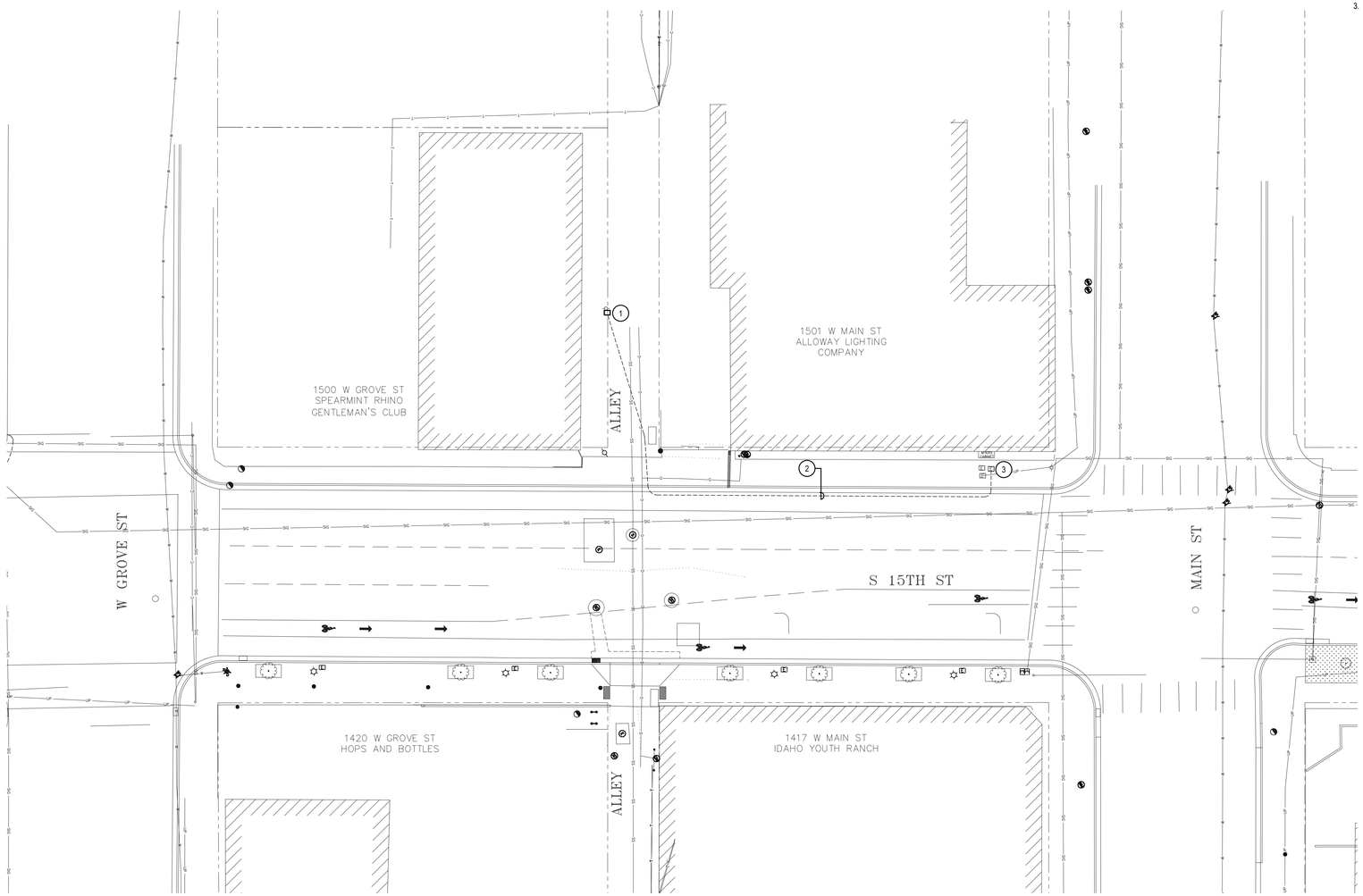
KEYED NOTES:

(#) SYMBOL USED FOR NOTE CALLOUT.

1. PROVIDE AND INSTALL TRAFFIC RATED 18" X 18", DEPTH AS REQUIRED, ELECTRIC PULL BOX PER ACHD STANDARDS. INTERCEPT THE EXISTING IDAHO POWER CONDUIT AND ROUTE INTO THE NEW PULL BOX. CONNECT THE NEW CONDUCTORS TO THE EXISTING CONDUCTORS. PROVIDE INSULATED POLARIS TYPE TAPS, SIZED AS REQUIRED. COORDINATE THE INSTALLATION WITH IDAHO POWER.

2. PROVIDE AND INSTALL 2" CONDUIT WITH 3#1, 1#8G FROM THE IDAHO POWER TRANSFORMER TO THE METERING CABINET. COORDINATE ROUTING WITH CIVIL AND INSTALLATION WITH IDAHO POWER.

3. APPROXIMATE LOCATION OF EXISTING METERING CABINET. THE CABINET IS TO BE RE-FED FROM AN NEW TRANSFORMER. REMOVE ALL UNUSED CONDUIT AND CONDUCTORS.



1 ELECTRICAL PLAN - GROVE TO MAIN
SCALE:1"=20'

MUSGROVE ENGINEERING, P.A.
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Quadrant Consulting, Inc.
1904 W. Overland Rd
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
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PROFESSIONAL ENGINEER
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2/6/19
STATE OF IDAHO
THAD MASON

CCDC 15TH STREET CONDUIT BANK
ELECTRICAL PLAN
BOISE IDAHO

SCALE: 1"=100'
PROJECT NO. 204-31

DESIGNED BY: ____
DRAWN BY: BDC
CHECKED BY: TM
PLOT DATE: 2/4/19

DATE	DESCRIPTION
2/6/19	BID PLANS

SHEET
E2.1

GENERAL NOTES:

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C. SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.

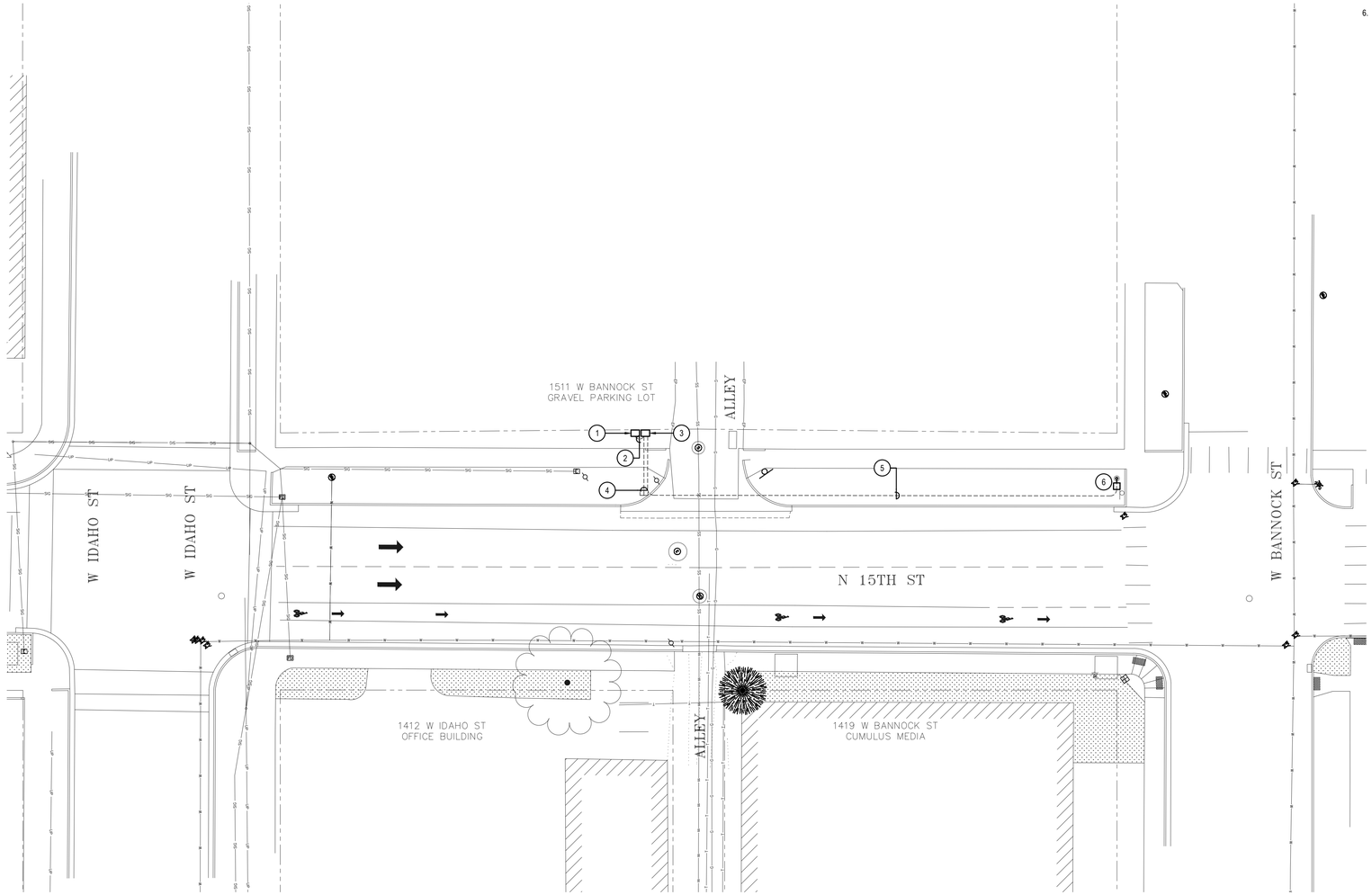
D. SITE LIGHTING AND UTILITY EQUIPMENT SHOWN IN APPROXIMATE LOCATION. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS, PROPERTY LINES, AND UTILITY COMPANIES PRIOR TO ROUGH-IN.

E. PROVIDE PULL-LINE IN ALL EMPTY CONDUITS.

KEYED NOTES:

(#) SYMBOL USED FOR NOTE CALLOUT.

1. APPROXIMATE LOCATION OF IDAHO POWER TRANSFORMER BY IDAHO POWER.
2. PROVIDE AND INSTALL 2" CONDUIT WITH 3#2/0, 1#6G FROM THE IDAHO POWER TRANSFORMER TO THE METERING CABINET. COORDINATE ROUTING WITH CIVIL AND INSTALLATION WITH IDAHO POWER.
3. NEW STREET LIGHTING METERING PEDESTAL 'M' PER THE CITY OF BOISE STANDARDS.
4. STUB (4)1" CONDUITS TO THIS AREA FOR FUTURE USE.
5. (2)1" CONDUITS WITH 3#6,1#6G EACH.
6. 30 FOOT COBRA HEAD STREET LIGHT, REFER TO BOISE CITY STANDARDS FOR REQUIREMENTS.



1 ELECTRICAL PLAN - IDAHO TO BANNOCK
SCALE:1"=20'

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234 S. Whisperwood Way
Boise, Idaho 83709
208.384.0585
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Project No. 19-016

Quadrant Consulting Inc.
1904 W. Overland Rd
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING—SURVEYING

PROFESSIONAL ENGINEER — REGISTERED — Brad — 12766 — 2/6/19 — STATE OF IDAHO — THAD MASON

CCDC 15TH STREET CONDUIT BANK
ELECTRICAL PLAN
BOISE IDAHO

SCALE: 1"=100'
PROJECT NO. 204-31

DESIGNED BY: ___
DRAWN BY: BDC
CHECKED BY: TM
PLOT DATE: 2/4/19

DATE	DESCRIPTION
2/6/19	BID PLANS

SHEET
E2.2

www.cityofboise.org
tmarshall@cityofboise.org
P: 208-608-7526
F: 208-384-3905

JUNCTION BOXES
Effective May 18, 2017

Note: Junction boxes used at the service connections to Idaho Power must not have a metal lid.

SIDEWALK/ROADWAY AREA JUNCTION BOXES WITH STEEL LIDS

Manufacturer	Use Locations	Part Number
Idaho PrecastConcrete	Roadway, Driveway	S-40T ADA
	Sidewalk	S-40T

SIDEWALK AREA JUNCTION BOXES POLYMER CONCRETE MATERIAL
(May be used for service connections to Idaho Power)

Manufacturer	Use Locations	Part Number
Carson Industries	Sidewalks	Type H1324-18
Hubbell Pwr System	Sidewalks	PG1324HA00

LANDSCAPE/GRASS AREA JUNCTION BOXES COMPOSITE MATERIAL
(May be used for service connections to Idaho Power)

Manufacturer	Use Locations	Part Number
Carson Industries	Landscape Area (9" Round)	Carson 910-10-4BE
	Landscape Area (19" x 14")	Carson 1419-12-4BE

WIRE CONNECTORS FOR UNDERGROUND

	Part Number
1 In / 1 Out	NSI ISPBS2/0
2 Port	NSI ISPB2/0-2
3 Port	NSI ISPB2/0-3
4 Port	NSI ISPB2/0-4
1 In / 2 out	NSI ISPB02/0

HOMAC USL 30

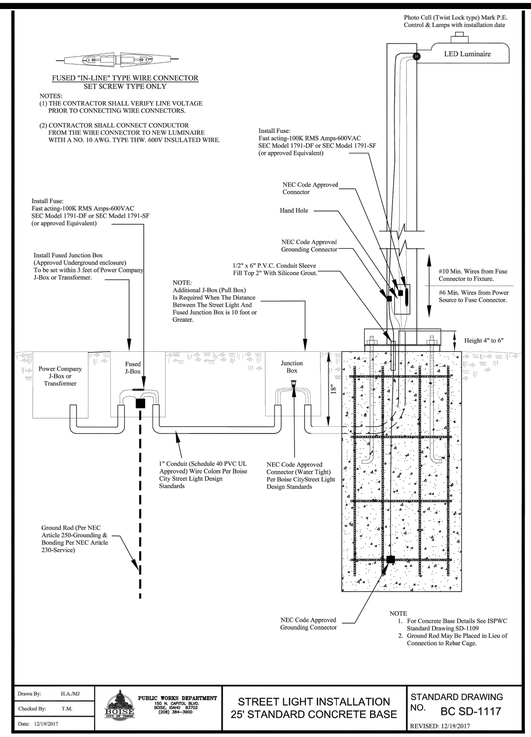
www.cityofboise.org
tmarshall@cityofboise.org
P: 208-608-7526
F: 208-384-3905

METERED SERVICE CABINETS
Effective February 1, 2017

Manufacturer	Voltage & AIC Rating	Part Number
Milbank 24" wide	240V 10K AIC	CP3B11113BWBOISE_
	240V 22K AIC	CP3B11113B22WBOISE_
	277V 10K AIC	CP3B1181FBWBOISE1
	277V 22K AIC	CP3B1181FB22WBOISE1
Milbank 16" wide	240V 10K AIC	CP3B11113AWBOISE_
	240V 22K AIC	CP3B11113A22BOISE_
Myers 16" wide	240V 10K AIC	MEUG16 M100 ITD 2CKT BOISE 10K Drawing 5004423
	240V 22K AIC	MEUG16 M100 ITD 2CKT BOISE 22K Drawing 5004974
Manufacturer	**Voltage & AIC rating**	**Part Number**
Myers 20" wide	240V 10K AIC	MEUG20 M100 ITD 4CKT BOISE 10K Drawing 5102272
	240V 22K AIC	MEUG20 M100 ITD 4CKT BOISE 22K Drawing 5102271

DUAL METER SERVICE CABINETS

Manufacturer	Voltage & AIC rating	Part Number
Milbank 24" wide	240V 10k AIC	CP3B22124BWBOISE1
	240V 22K AIC	CP3B22124B22WBOISE1
Myers	240V 10K AIC	MEUG24 M100/M100 ITD 4CK BOISE 10K Drawing 5051787
	240V 22K AIC	MEUG24 M100/M100 ITD 4CK BOISE 22K Drawing 5051786



www.cityofboise.org
tmarshall@cityofboise.org
P: 208-608-7526
F: 208-384-3905

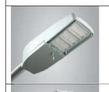
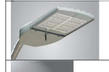
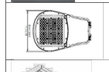
APPROVED PART NUMBER LISTING FOR CITY OF BOISE STREET LIGHTING
Effective May 2018

The following is an approved part number listing for the City of Boise for public street lighting. All lighting projects within the City of Boise and the City of Boise Area of Impact shall use these products or an approved equal. Contact the City of Boise Public Works Street Light Office at (208) 608-7526 to seek approval for products not listed below (approved equal).

Part numbers listed for fixtures are basic and may not indicate the correct color or other features you need. Please verify part numbers with the vendors to ensure you are getting what you want to include the correct mounting hardware and color for your application.

Street light requirements including type, wattage, and pole height will be established by Boise Street Light staff.

STANDARD LIGHT FIXTURES – COBRA HEAD ARTERIAL AND COLLECTOR STREETS
All lighting to meet ANSI C136.15-2011 For Field Wattage Identification and must have a label attached from an OSHA accredited Nationally Recognized Testing Lab.

Class "B" – 9,100 to 12,000 Lumens			
	AUTOBAHN Series ATBO	9774 lm 86 w 114 lpw 11639 lm 104 w 112 lpw	ATBO 30BLED85 MVOLT R3 NL ATBO 30BLEDE10 MVOLT R3 NL
	AUTOBAHN Series ATB2 & ATBM	11160 lm 91 w 123 lpw 11690 lm 95 w 123 lpw	ATB2 40BLED70 MVOLT R3 NL ATBM D MVOLT R3 NL
	Eaton Streetworks OVF	11943 lm 97w 123 lpw	OVF E04 LED E U T3 _ _ 4
	Eaton Streetworks NVN NAVION	9844 lm 85 w 115 lpw 11938 lm 96 w 124 lpw	NVN AF 02 E U T3 10K 800 4 _ _ NVN AF 03 E U T3 10K 600 4 _ _
	Leotek Green Cobra	11700 lm 85 w 138 lpw 9830 lm 82 w 120 lpw	GCL1 80G MV NW 3R _ _ 350 WL GCM2 30H MV NW 3R _ _ 850 WL
	Leotek EC Cobra LED	10950 lm 90 w 122 lpw	EC4 15M2 MV NW 3 _ _ 530 WL

www.cityofboise.org
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Effective May 2018

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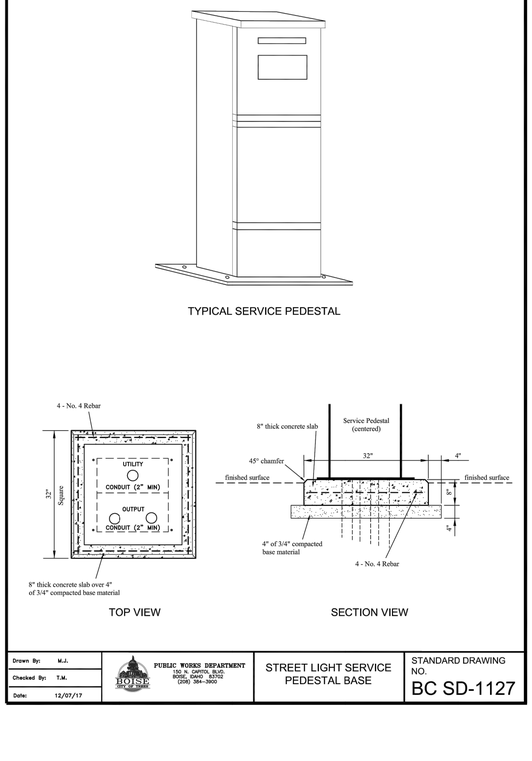
Part numbers listed for fixtures are basic and may not indicate the correct color or other features you need. Please verify part numbers with the vendors to ensure you are getting what you want to include the correct mounting hardware and color for your application.

Street light requirements including type, wattage, and pole height will be established by Boise Street Light staff.

	General Electric ERLH	10000 lm 82 w 122 lpw	ERLH 0 10 C3 40 A DKBZ IRL



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PROFESSIONAL ENGINEER REGISTERED 12766 2/6/19 STATE OF IDAHO THAD MASON

OVER 40 YEARS OF EXCELLENCE

Project No. 19-016

CCDC 15TH STREET CONDUIT BANK
ELECTRICAL PLAN

BOISE IDAHO

SCALE: 1=1
PROJECT NO. 204-31

DESIGNED BY:	
DRAWN BY:	BDC
CHECKED BY:	TJM
PLOT DATE:	2/4/19

DATE	DESCRIPTION
2/6/19	BID PLANS

SHEET
E3.0

BOISE CITY
STANDARD REVISIONS
FOR ISPWC DIVISION 1102
STREET LIGHTS

GENERAL INFORMATION

All work shall conform to the requirements of the most current edition of the National Electrical Code, the Idaho Standards for Public Works Construction (ISPWC), and the Supplementary Conditions and these Standard Revisions. Contractor shall become familiar with these documents to ensure full understanding of the requirements of this Project. Failure to do so does not relieve the Contractor of the duties, obligations and responsibilities addressed within those documents.

The Idaho State Electrical Board has determined that all street lights are to be provided with an external fuse disconnect, in a junction box between the power source and the street light pole. See attached standard drawings for connection requirements.

Street light installations inspections will be required for the concrete base reinforcing, the trench depth and bedding, and for the pole. Contact City of Boise at 208-608-7526 for inspections, 48 hour notice required. Contractor shall notify the City when street light is ready for turn on.

Attachment A lists approved products for Boise City street light installations. Contact Boise street light staff to seek approval for any substitute products.

REVISIONS TO THE STANDARD SPECIFICATIONS

SECTION 1102

STREET LIGHTING

PART 2 MATERIALS

2.2 JUNCTION BOXES

2.2.A Replace with the following:
Junction boxes in driveways or roadways are not allowed.

2.2.B Replace with the following:
Junction boxes in sidewalks and similar areas to be concrete with steel lid and this lid must be bonded to the equipment grounding conductor with the use of a #6 compression lug.

Add the following:

2.2.C Junction boxes in landscape areas may be plastic or fiberglass.

2.2.D All junction boxes to have a means to secure lid (i.e.bolt).

2.2.E See Attachment A for approved products.

2.2.F J-boxes used at the Idaho Power service connections may not use a metal lid.

2.3 FUSE HOLDERS

A.1. Add the following sentence.
Fuses for Boise City installation shall be fast acting – 100k RMS Amps-600VAC.

B.1. Add the following sentence.
Fuses for Boise City installation shall be fast acting – 100k RMS Amps-600VAC.

2.4 CONDUCTOR

B.2 Add the following sentence.
Phase "A" shall be colored Black, phase "B" shall be colored Red, and the receptacle conductors shall be in Blue and White.

2.7 DISCONNECT BOXES

Add paragraph D

D. Disconnect boxes are only required for overhead wiring.

2.8 MAST ARMS FOR WOOD POLES **NOT USED FOR BOISE CITY INSTALLATIONS.**

2.9 WOOD POLES **NOT USED FOR BOISE CITY INSTALLATIONS.**

2.10 METAL POLES

Add the following paragraph:

F. Poles may be square, round or tapered round. Decorative poles are prohibited. Poles for decorative fixtures (approved by the City) are to be round. See Street Light Approved list on the web page for approved poles for decorative fixtures.

2.11 FIBERGLASS POLES **NOT USED FOR BOISE CITY INSTALLATIONS**

2.12 HISTORICAL POLES

Replace with the following:

A. Historical style metal poles shall be true copies, approved by Boise City, Department of Public Works, of the original Old Boise Historical Pole. The new historical poles shall have the same surface texture and have the same Dark Green or Black Green color finish that matches the existing Historical poles in the Historical Lighting District. Metal poles shall have a powder coat finish in accordance with ASTM B-117.

B. Historical poles for the City of Boise shall be cast aluminum, in style and texture of the original Old Boise Historical Pole (see standard drawing BC SD-8). See Attachment A for approved products.

C. Color: To match existing poles, approved color mix for Sherwin Willams DTM Acrylic Coating RAL 6009 Fir Green Order #0174795.

D. Additional pole requirement for historic lights installed within the Capitol City Development Corporation (CCDC) shall be:

1. Poles shall be supplied with an GFCI receptacle with a metal bubble cover having the same color as the pole as shown on standard drawing BC SD-8.
2. Poles shall be supplied with a manufacturer's adaptor for installation of the approved banner arms and a breakaway banner arm. The adapter or banner arm shall face the building or lot only.

2.13 BOLLARDS **NOT USED FOR BOISE CITY INSTALLATIONS.**

2.14 PREFABRICATED BASES **NOT USED FOR BOISE CITY INSTALLATIONS.**

2.15 SERVICE PEDESTAL

Add the following:

C. See Street Light Approved list on the city web page for approved products.

2.16 LIGHT FIXTURES

Replace paragraph A. with the following and add G.:

A. Fixture light level as required by Boise City Public Works. See Attachment A for approved products. Class "A" residential, Class "B" collector/general roadway.
G. Effective 1 October, 2015 all fixtures installed shall be labeled with the fixture wattage using a label meeting ANSI C136.15-2011 using the large type. If the manufacturer does not supply the ANSI label then the installer shall mark the fixture with the fixture wattage using black labels with white numbering a minimum of 1.5 inches wide by 2.5 inches high on the bottom of the fixture visible from the ground. If there is not sufficient area on the bottom of the fixture, the wattage label shall be placed on the pole just below the fixture. See examples below. The only exception to this requirement shall be the City of Boise Historical Pole and Fixture. It will not require any wattage label.

PART 3 WORKMANSHIP

3.2 JUNCTION BOX INSTALLTION

Modify paragraph D: Do not install in any driveway or roadway.

3.3 WIRE OR CONNECTORS

Add the following item:

F. For all street lighting installations within the City of Boise the only approved connectors for # 6 or larger wire shall be a split-bolt type connector for ground wires. Waterproof connectors from the Street Light Approved list on the city web page for all other conductors.

3.4 CONDUIT INSTALLATION

B. Underground:

Modify item 5 to read: "Locating wires only **required** for conduit in which the conductors are not installed in conjunction with the conduit."

Add the following item:

9. For historical street lights within the Capital City Development areas, an additional, parallel conduit shall be installed from the street light to the control cabinet to accommodate a separate circuit for the outlets on the poles.

3.6 DISCONNECT BOXES **NOT USED FOR BOISE CITY INSTALLATIONS.**

3.7 GROUNDING

Add to paragraph C. reference to City of Boise standard drawing BC SD-1117 and ISPWC Standard Drawings.

3.8 CONCRETE POLE BASES

In paragraph F., add reference to City of Boise standard drawing BC SD-9 Historical Pole base.

3.9 POLE INSTALLATION

In paragraph B., delete reference to wood and fiberglass poles.. Add reference to City of Boise standard drawing BC SD-11.

G. NOT USED FOR BOISE CITY INSTALLATIONS

3.11 SERVICE PEDESTAL

Modify paragraph A: Service pedestals shall be installed in accordance with standard drawing BC SD-1127.

In paragraph B., Add the following sentence:

Service pedestals connected to historical street lights in the downtown core shall conform to SD-1126 with an additional meter connected to the electrical outlet circuit. Contact Public Works to verify if your locations will need to meet this requirement. See Street Light Approved list on the city web page for approved products.

ADDITIONAL CITY OF BOISE STANDARD DRAWINGS ATTACHED

BC SD-1127 STREET LIGHT SERVICE PEDESTAL BASE EXAMPLE

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Boise, Idaho 83705
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CIVIL ENGINEERING–SURVEYING

CCDC 15TH STREET CONDUIT BANK
ELECTRICAL PLAN
BOISE IDAHO

SCALE: 1=1
PROJECT NO. 204-31

DESIGNED BY: RDC
DRAWN BY:
CHECKED BY: TIM
PLOT DATE: 2/4/19

DATE	DESCRIPTION
2/6/19	BID PLANS

SHEET
E3.1

CITY OF BOISE SPECIFICATIONS FOR
LIGHT EMITTING DIODE (LED) STREET LIGHTING
Effective 1 Feb, 2018

1. LIGHT EMITTING DIODE (LED) LUMINAIRES FOR ROADWAY TYPE 3 ILLUMINATION

A. Testing and Compliance / Manufacturer

1. The luminaire must be listed by a National Recognized Testing Laboratory (NRTL) as defined by the U.S. Department of Labor and recognized by OSHA.
2. A label must be clearly visible on the luminaire that states operating voltage and current range as well as independent third-party testing laboratory approval, i.e. UL, CSA or equivocal.
3. The luminaire must be listed and labeled by a NRTL as being suitable for use in wet locations.
4. The luminaire must have RoHS compliant light source and drivers.
5. The luminaire must be in compliance with Electro Magnetic Interference (EMI) requirements as defined by FCC 47 Sub Part 15.
6. The luminaire must be manufactured in ISO 9001 certified facility or manufacturer must provide a copy of company workmanship standards and or quality control manual.
7. Manufacturer must have product support representation within the Northwest region.
8. Manufacturer must be able to show they have been in business at least two times the length of warranty offered on their product or 10 years, whichever is less.

B. Fixture Construction

1. Housing and heat sink constructed out of Aluminum.
2. All hardware will be corrosion resistant.
3. Fixture will not weight more than 44 lbs. when fully assembled.
4. Design will not trap water.
5. When installed, simple access to internal components; (terminal block, driver surge protector). Approved fixtures for installation are on Attachment "A" listing.
6. Provisions for a 2 or 4-bolt slip fitter type mounting on nominal 2-inch (2 3/8 OD) pipe brackets. Slip fitter mount shall allow 4 inches of the pole bracket to be inserted in the luminaire mounting assembly.

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tmarshall@cityofboise.org
P: 208-608-7526
F: 208-384-3905

7. The mounting assembly will permit any necessary adjustment to orient the luminaire with the roadway for proper light distribution.
8. Only passive cooling method can be used to manage thermal output of the LED light engine and power supply.
9. Fixture will have a completely sealed optical system with an IP rating of 65 or greater.
10. Fixture to have NEMA Photocontrol receptacle for either NEMA shorting cap or NEMA photo cell.
11. Fixture shall provide a type 3 light distribution pattern.

C. Electrical Requirements

1. Luminaire will fully operate in an ambient temperature range of -30˚C to 40˚C (-22˚F to 104˚F).
2. Power supply (electronic driver) will be integral to the fixture.
3. The power supply (electronic driver) will operate within 100 to 300 VAC (rms) at 50/60 hertz.
4. The power supply (electronic driver) will have a power factor of .90 or greater and a total harmonic distortion of 20% or less at full load.
5. The power supply (electronic driver) will have thermal overload protection.
6. A power supply (electronic driver) with a rated life of 70,000 hours with a luminaire operated at an ambient temperature of 25˚C (77F).
7. The power supply (electronic driver) will have self-limited short circuit protected and over load protected.
8. The power supply (electronic driver) will be fully incased with IP rating of 65 or greater.
9. Surge protection device, incorporating a circuit module, internal fusing and MOV's rated to withstand 10kV of transient line surge, separate from the power supply (electronic driver), that can easily be replaced separate from the power supply (electronic driver) but still contained within the housing.
10. A terminal block for terminating pole wiring to the luminaire is required. The terminal block shall be a 3 station, tunnel lug terminal board that will accommodate #6 thru #18 AWG wire.

www.cityofboise.org
tmarshall@cityofboise.org
P: 208-608-7526
F: 208-384-3905

D. LED Performance Requirements

Shall meet the Chromaticity requirements as follows:

1. The standard color for the LED luminaire shall be white. The colors shall conform to the following color regions based on the 1931CIE chromaticity diagram.
2. Nominal Correlated Color Temperature, CCT = 3000K for Residential and 4000K for Arterial and Collector streets.
3. No more than plus or minus 300 K variance between fixtures to provide a uniform appearance throughout project installations.
4. Must have a minimum Color Rendering Index (CRI) of 70
5. Intensity and Chromaticity must be confirmed by an Independent test lab.
6. The luminaire must have a minimum efficacy of 112 lumens per watt.
7. The luminaire will deliver an average 90% of initial lumens after 60,000 hours of operation based on TM-21 data.

E. Warranty

1. The entire luminaire assembly including material, workmanship, finish, photometrics, labor, power supply, surge protectors, and LED modules will have a minimum of five (5) year warranty from the date of installation.
2. If more than 10% of the individual LEDs fail within the warranty period, the luminaire must be repaired or replaced.

2. LIGHT EMITTING DIODE (LED) LUMINAIRES FOR HISTORIC DECORATIVE ILLUMINATION

A. Testing and Compliance / Manufacturer

1. The luminaire must be listed by a National Recognized Testing Laboratory (NRTL) as defined by the U.S. Department of Labor and recognized by OSHA.
2. A label must be clearly visible on the luminaire that states operating voltage and current range as well as independent third-party testing laboratory approval, i.e. UL, CSA or equivocal.
3. The luminaire must be listed and labeled by a NRTL as being suitable for use in wet locations.
4. The luminaire must have RoHS compliant light source and drivers.
5. The luminaire must be in compliance with Electro Magnetic Interference (EMI) requirements as defined by FCC 47 Sub Part 15.

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6. The luminaire must be manufactured in ISO 9001 certified facility or manufacturer must provide a copy of company workmanship standards and or quality control manual.
7. Manufacturer must have product support representation within the Northwest region.
8. Manufacturer must be able to show they have been in business at least two times the length of warranty offered on their product or 10 years, whichever is less.
9. Manufacturer must have website with downloadable specification sheets and photometric IES files.

B. Fixture Construction

1. Housing and heat sink constructed out of Aluminum.
2. All hardware will be corrosion resistant.
3. Fixture will not weight more than 50 lbs. when fully assembled.
4. Design will not trap water.
5. Fixture must be capable of mounting on top of the current approved Boise Historic Light Pole, standard drawing BC SD-8 without any field modification. Current approved poles are on the "Street Light Approved Fixtures" list on the Boise website. Decorative Cast pole drawing BC SD-8.
6. The mounting assembly will permit any necessary adjustment to orient the luminaire with the roadway for proper light distribution.
7. Only passive cooling method can be used to manage thermal output of the LED light engine and power supply.

C. Electrical Requirements

1. Luminaire will fully operate in an ambient temperature range of -30˚C to 40˚C (-22˚F to 104˚F).
2. Power supply (electronic driver) will be integral to the fixture.
3. The power supply (electronic driver) will operate within 100 to 300 VAC (rms) at 50/60 hertz.
4. The power supply (electronic driver) will have a power factor of .90 or greater and a total harmonic distortion of 20% or less at full load.
5. The power supply (electronic driver) will have thermal overload protection.
6. A power supply (electronic driver) with a rated life of 70,000 hours with a luminaire operated at an ambient temperature of 25˚C (77F).
7. The power supply (electronic driver) will have self-limited short circuit protected and overload protected.
8. The power supply (electronic driver) will be fully incased with IP rating of 65 or greater.
9. Surge protection device, incorporating a circuit module, internal fusing and MOVs rated to withstand 10kV of transient line surge, separate from the power supply (electronic driver), that can easily be replaced separate from the power supply (electronic driver) but still contained within the housing.
10. Connections shall be accomplished using standard connections and fittings, meeting NEC electrical codes. These connections must be robust and utilize vibration resistant mechanisms.

D. LED Performance Requirements

1. Shall meet the Chromaticity requirements as follows:
2. The standard color for the LED luminaire shall be white. The colors shall conform to the following color regions based on the 1931CIE chromaticity diagram.
3. Nominal Correlated Color Temperature, CCT = 5000K
4. No more than plus or minus 300 K variance between fixtures to provide a uniform appearance throughout project installations.
5. Must have a minimum Color Rendering Index (CRI) of 70
6. Intensity and Chromaticity must be confirmed by an Independent test lab.
7. The luminaire must have a minimum efficacy of 115 lumens per watt.
8. The luminaire will deliver an average 90% of initial lumens after 75,000 hours of operation based on TM-21 data.

E. Warranty

1. The entire luminaire assembly including material, workmanship, finish, photometrics, labor, power supply, surge protectors, and LED modules will have a minimum of a ten (10) year warranty from the date of installation.
2. If more than 10% of the individual LEDs within the warranty period the luminaire must be repaired or replaced.

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STATE OF IDAHO
THAD MASON

CCDC 15TH STREET CONDUIT BANK
BOISE IDAHO
ELECTRICAL PLAN

SCALE: 1=1
PROJECT NO. 204-31

DESIGNED BY: RDC
DRAWN BY: TIM
CHECKED BY: TIM
PLOT DATE: 2/4/19

DATE	DESCRIPTION
2/6/19	BID PLANS

SHEET
E3.2

City of Boise Public Works Street Light Requirements

Janurary 2, 2018

Conductor

All conductors in Cabinets, Junction Boxes, and Conduits shall be AWG # 6 copper

AWG # 10 conductors shall only be used inside light poles

- Neutral wire shall be **white** NEC 200.6
- The ISPWC does not allow phase tape to be used
- NEC states the Grounding wire shall be **green**

Circuits

- Lighting circuits are 30A 2P **NOT** 120V for meter cabinets
- "A" phase is Black
- "B" phase is Red
- Receptacle conductors are Blue & White

Bonding

- NEC 250 -148 Continuity and Attachment of Equipment Grounding Conductors to Boxes & their cover with the use of a # 6 compression lug.
- Light pole, Pole Base, and Fixture shall be connected to the Grounding Wire

Cabinets

- Ground rod should be bonded with the grounding bar
- The neutral bar shall be bonded with the grounding bar at point of service
- 2" conduit should feed all cabinets on the line side (Idaho Power side)
- 2" conduits for all load side for Historical Poles or downtown
- 1" conduits are acceptable for subdivisions or small commercial projects on load side, ask the Street Lighting Technician if in doubt (Tom) 208-440-2320
- Must have a test switch in **all** cabinets
- Must have photo cell designed by the cabinet maker installed in cabinet, **NO EXCEPTIONS**
- **No** timers in meter cabinets
- City of Boise Planning and Development Services Electrical Inspector (208-608-7070) must inspect all cabinets before a final inspection by Public Works
- Must have Electrical permit for new service

Wire Connectors

The only acceptable wire connectors for all underground installations for street lights:

NSI ISPBS2/0 1 IN / 1 OUT
NSI ISPB2/0-2 2 PORT
NSI ISPB2/0-3 3 PORT
NSI ISPB2/0-4 4 PORT
NSI ISPB02/0 1 IN / 2 OUT

HOMAC USL 30

Historical poles

- Must have GFCI receptacles with TayMac Metal Bubble cover (MX5280S) with outer finish color RAL6009 or similar.
- Must have Banner Arm, Eye Bolt
- See Drawing BC SD-8 & BC SD-9

Inspections

- Call Public Works Inspections at 208-608-7549 to schedule inspections
- Contractor must be onsite for all inspections
- Arc Fault current shall be labeled at Pole and/or cabinet

Website

Cityofboise.org → Public Works → Development Permits or Requirements → Street Lights

Please contact Tom with any questions.
208-608-7526
tmarshall@cityofboise.org

SECTION 265500 - ELECTRICAL GENERAL PROVISIONS

PART 1 - GENERAL

1.1 CONDITIONS AND REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

B. Provisions of this Section shall apply to all Sections of Division 26, 27, and 28.

1.2 SCOPE OF WORK

A. Furnish and install all materials and equipment and provide all labor required and necessary to complete the work shown on the drawings and/or specified in all Sections of Division 26 and all other work and miscellaneous items, not specifically mentioned, but reasonably inferred for a complete installation, including all accessories required for testing the system. It is the intent of the drawings and specifications that all systems be complete and ready for operation.

1.3 CODE COMPLIANCE

A. All work and materials shall comply with the latest rules, codes and regulations, including, but not limited to, the following:
1.Occupational Safety and Health Act Standards (OSHA)
2.NFPA #70 - National Electric Code (NEC)
3.ADA Standards - Americans with Disabilities Act
4.ANSI/IEEE C-2 - National Electrical Safety Code
5.NECA - Standard of Installation
6.International Building Code
7.International Fire Code
8.International Energy Conservation Code
9.NFPA #72 - Fire Code
10.NFPA #101 - Life Safety Code
11.All other applicable Federal, State and local laws and regulations.

B. Work to be executed and inspected in accordance with local codes and ordinances. Permits, fees or charges for inspection or other services shall be paid for by the contractor. Local codes and ordinances are to be considered as minimum requirements and must be properly executed without expense to the owner; but do not relieve the contractor from work shown that exceeds minimum requirements.

1.4 CONDITIONS AT SITE

A. Visit to site is recommended of all bidders prior to submission of bid. All will be held to have familiarized themselves with all discernible conditions and no extra payment will be allowed for work required because of these conditions, whether specifically mentioned or not.

B. Lines of other service that are damaged as a result of this work shall be promptly repaired at no expense to the owner to the complete satisfaction of the owner.

1.5 DRAWINGS AND SPECIFICATIONS

A. All drawings and all specifications shall be considered as a whole and work of this Division shown anywhere therein shall be furnished under this Division.

B. Drawings are diagrammatic and indicate the general arrangement of equipment and wiring. Most direct routing of conduits and wiring is not assured. Exact requirements shall be governed by architectural, structural and mechanical conditions of the job. Consult all other drawings in preparation of the bid. Extra lengths of wiring or addition of pull or junction boxes, etc., necessitated by such conditions shall be included in the bid. Check all information and report any apparent discrepancies before submitting bid.

C. Change to location, type, function, brand name, finish, etc., shall not be made without permission of engineer.

D. Some equipment is specifically designated on the drawings. It is not the intent to sole source any item unless explicitly stated. Items have been specified based upon design requirements. All bidders are encouraged to submit products for approval. Prior approval must be obtained as required by these contract documents. Any item submitted with non-approved items will be considered invalid and bidders will be held to provide approved materials at no additional cost to the owner. Submittals received by the engineer after award of contract on non-approved equipment will not be reviewed nor will they be returned.

E. Where conflicting direction is given within the specifications and drawings, the contractor shall include the most expensive option in the bid.

1.6 SAFETY AND INDEMNITY

A. Safety: The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

B. No act, service, drawing review or construction review by the owner is intended to include review of the adequacy of the contractor's safety measures in, on, or near the construction site.

1.7 CONSTRUCTION OBSERVATION BY THE ENGINEER

A. Prior to covering any major portion of the materials installed under this section, notify the engineer so that an observation can be made. Notification shall be made at least three (3) working days in advance of the date the items will be covered.

1.8 INSTRUCTION OF OWNER'S PERSONNEL

A. The contractor shall conduct an on-site instructional tour of the entire project. The personnel designated by the owner shall be instructed in: operation of all electrical systems, trouble-shooting procedures, preventative maintenance procedures, uses of Operation and Maintenance manuals, relamping and cleaning of lighting fixtures and operation of all special systems.

B. Contractor will include in his bid 8 hours of instruction time to be held at the project location after substantial completion for instruction of owner's personnel. Coordinate time and number of owner personnel to be present and provide schedule to engineer.

1.9 PROJECT COMPLETION

A. Upon completion of all work and operational checks on all systems, the contractor shall request that a final construction observation be performed.

B. The engineer shall compile a punch list of items to be completed or corrected. The contractor shall notify the engineer upon completion of the items.

1.10 GUARANTEE

A. All work under this section shall be guaranteed in writing to be free of defective work, materials, or parts for a period of one (1) year, except lamps which shall be guaranteed for ninety (90) days, after final acceptance of the work under this contract or the period indicated under the Division 1 specifications whichever is longer.

B. Repair, revision or replacement of any and all defects, failure or inoperativeness shall be done by the contractor at no cost to the owner.

PART 2 - PRODUCTS

2.1 MATERIAL APPROVAL

A. The design, manufacturer and testing of electrical equipment and materials shall conform to or exceed latest applicable NEMA, IEEE or ANSI standards.

B. All materials must be new, unless noted otherwise, and UL listed. Materials that are not covered by UL testing standards shall be tested and approved by an independent testing laboratory or a governmental agency, which laboratory shall be acceptable to the owner and code enforcing agency.

2.2 SHOP DRAWINGS AND MATERIALS LIST

A. Submit shop drawings and materials lists as specified for review. Seven (7) copies, unless noted otherwise under Division 1, of submittals shall be presented to the architect/engineer.

2.3 OPERATION AND MAINTENANCE MANUALS

A. Submit four (4) sets, unless noted otherwise under Division 1, of the Operation and Maintenance Manuals of all Division 26 equipment to architect/engineer.

2.4 RECORD DRAWINGS

A. Submit record drawings to owner.

2.5 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver, store, and handle materials in a manner to prevent damage.

B. Protect equipment from weather and dampness.

PART 3 - EXECUTION

3.1 WORKMANSHIP AND CONTRACTOR'S QUALIFICATIONS

A. Only quality workmanship will be accepted. Haphazard or poor installation practice will be cause for rejection of work.

B. Provide experienced foreman with a minimum of three years experience working on this type of building placed in charge of this work at all times.

3.2 COORDINATION

A. Coordinate work with other trades to avoid conflict and to provide correct rough-in and connection for equipment furnished under trades that require electrical connections. Inform contractors of other trades of the required access to and clearances around electrical equipment to maintain serviceability and code compliance.

B. Verify equipment dimensions and requirements with provisions specified under this Section. Check actual job conditions before fabricating work. Report necessary changes in time to prevent needless work. Changes or additions subject to additional compensation, which are made without the authorization of the owner, shall be at contractor's risk and expense.

3.3 MANUFACTURER'S INSTRUCTIONS

A. All installations are to be made in accordance with manufacturer's recommendations. A copy of such recommendations shall at all times be kept in the job superintendent's office and shall be available to the engineer.

B. Follow manufacturer's instructions where they cover points not specifically indicated on drawings and specifications. If they are in conflict with the drawings and specifications obtain clarification from the engineer before starting work.

3.4 QUALITY ASSURANCE

A. The contractor shall insure that all workmanship, all materials employed, all required equipment and the manner and method of installation conforms to accepted construction and engineering practices, and that each piece of equipment is in satisfactory working condition to satisfactorily perform its functional operation.

B. Provide quality assurance tests and operational check on all components of the electrical distribution system, all lighting fixtures, and special systems.

3.5 CUTTING AND PATCHING

A. Perform all cutting and fittings required for work of this section in rough construction of the building.

B. All patching of finished construction of building shall be performed under the sections of specifications covering these materials.

C. No joists, beams, girders or columns shall be cut by any contractor without obtaining written permission from the architect/engineer.

END OF SECTION 260500

SECTION 265519 - CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes building wires and cables and associated connectors, splices, and terminations for wiring systems rated 600 V and less.

1.3 SUBMITTALS

A. Submit shop drawings and product data.

1.4 COORDINATION

A. Coordinate layout and installation of cables with other installations.

B. Revise locations and elevations from those indicated, as required to suit field conditions and as approved by the owner.

PART 2 - PRODUCTS

2.1 BUILDING WIRES AND CABLES

A. Conductors: Stranded, copper, 600 volt insulation, type THHN/THWN, THHN/THWN-2, XHHN/XHHW.

B. Conductors:
1.Solid or stranded for No. 10 and smaller; stranded for No. 8 and larger, copper, 600 volt insulation, type THHN/THWN. Aluminum conductors not allowed unless noted otherwise.
2.Insulation Types: THWN-2 for underground, THWN for wet locations, THHN for dry locations; XHHN/XHHW for GFI branch circuits and feeders fed from GFCI breakers.

C. Color-code 208/120-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:
1.Phase A: Black.
2.Phase B: Red.
3.Phase C: Blue.
4.Neutral: White.
5.Ground: Green.
6.Isolated ground: Green with yellow tracer.

D. Color-code 480/277-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:
1.Phase A: Brown.
2.Phase B: Orange.
3.Phase C: Yellow.
4.Neutral: White or gray.
5.Ground: Green.

E. Wire connectors and splices: units of size, ampacity rating, material, type and class suitable for service indicated.

F. Signal and communication circuits:
1.Special cables as indicated on the drawings.
2.Conductors for general use: stranded copper conductor, #16 AWG minimum, with THWN-2 insulation for underground, THWN for wet locations and THHN insulation for dry locations.

PART 3 - EXECUTION

3.1 GENERAL WIRING METHODS

A. Examine raceways and building finishes to receive wires and cables for compliance with requirements for installation tolerances and other conditions affecting performance of wires and cables. Do not proceed with installation until unsatisfactory conditions have been corrected.

B. Use no wire smaller than #12 AWG for power and lighting circuits and no smaller than #18 AWG for control wiring.

C. The contractor is responsible for upsizing conductor sizes to ensure the maximum voltage drop of any branch circuit does not exceed 3%. For reference, use No. 10 AWG conductor for 20 Amp, 120 volt branch circuits longer than 75 feet, and for 20 Amp 277 volt branch circuits longer than 200 feet.

D. Place an equal number of conductors for each phase of a circuit in the same raceway or conduit.

E. Splice only in junction or outlet boxes.

F. Neatly train or lace wiring inside boxes, equipment, and panelboards.

G. Make conductor lengths for parallel circuits equal.

H. Provide a separate neutral conductor for each ungrounded conductor. Ungrounded conductors may share a neutral when all of the following conditions are met:
1.The ungrounded conductors are connected to a multi-pole breaker or breakers that are clipped together with a UL listed means that provide a common trip.
2.The ungrounded conductors contained in the same conduit or raceway.
3.The ungrounded conductors all originate from a separate and unique phase bus in the panel.

3.2 INSTALLATION

A. Install wires and cables as indicated, according to manufacturer's written instructions, and the "National Electrical Installation Standards" by NECA.

B. Remove existing wires from raceway before pulling in new wires and cables.

C. Pull Conductors. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means, including fish tape, cable, rope, and basket weave wire/cable grips that will not damage cables or raceway.

E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

F. Support cables above accessible ceilings; do not rest on ceiling tiles. Do not fasten cables to ceiling support wires. Use cable ties to support cables from structure.

3.3 CONNECTIONS

A. Conductor Splices: Keep to minimum.

B. Install splices and tapes that possess equivalent or better mechanical strength and insulation ratings than conductors being spliced.

C. Use splice and tap connectors compatible with conductor material.

D. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches of slack.

E. Connect outlets and components to wiring and to ground as indicated and instructed by manufacturer.

F. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values.

G. Terminate spare conductors with electrical tape.

3.4 LABELING

A. Provide Brady wire markers or equivalent on all conductors. All wire shall be labeled in each box and panel with the circuit number and panel identification.

3.5 FIELD QUALITY CONTROL

A. Inspect wire and cable for physical damage.

B. Perform continuity testing on all power and equipment branch circuit conductors. Verify proper phasing connections.

END OF SECTION 265519

SECTION 265526 - GROUNDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Fixed Price Construction Contract and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes grounding of electrical systems and equipment. Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections.

1.3 SYSTEM DESCRIPTION

A. Ground the electrical service system neutral at service entrance equipment to concrete encased electrode, metal underground water pipe, and effectively grounded metal frame of building.

B. Ground each separately-derived system neutral to nearest effectively grounded metal structural frame of building or point of service entrance ground.

C. Bond together system neutrals, service equipment enclosures, exposed non-current carrying metal parts of electrical equipment, metal raceway systems, grounding conductors in raceways and cables, receptacle ground connectors, and plumbing systems.

PART 2 - PRODUCTS

2.1 GROUNDING CONDUCTORS

A. For insulated conductors, comply with Section 260519 - Conductors and Cables.

B. Material: Copper.

C. Equipment Grounding Conductors: Insulated with green-colored insulation. Where green insulation is not available, on larger sizes, black insulation shall be used and suitably identified with green tape at each junction box or device enclosure.

D. Isolated Ground Conductors: Insulated with green-colored insulation with yellow tracer. Where not available, green and yellow tape at each junction box or device enclosure.

E. Underground Conductors: Bare, tinned, stranded, unless otherwise indicated.

F. Bare Copper Conductors: Medium hard-drawn copper conductor, stranded, sized as shown on the drawings.

G. Hardware: Bolts, nuts and washers shall be bronze; cadmium plated steel or other non-corrosive material, approved for the purpose.

H. Grounding Bus: Bare, annealed copper bars of rectangular cross section, with insulators.

2.2 CONNECTOR PRODUCTS

A. Comply with IEEE 837 and UL 467; listed for use for specific types, sizes, and combinations of conductors and connected items.

B. Bolted Connectors: Bolted-pressure-type connectors, or compression type.

C. Welded Connectors: Exothermic-welded type, in kit form, and selected per manufacturer's written instructions.

D. Below grade compression fittings: Thomas & Betts, Series 52000, 53000, and 54000 or equivalent.

E. Use connector and sealant approved for purpose on all below grade clamp or compression type connections.

PART 3 - EXECUTION

3.1 APPLICATION

A. Use only copper conductors for both insulated and bare grounding conductors in direct contact with earth, concrete, masonry, crushed stone, and similar materials.

B. In raceways, use insulated equipment grounding conductors.

C. Exothermic-Welded Connections: Use for connections to structural steel and for underground connections.

D. Equipment Grounding Conductor Terminations: Use bolted pressure clamps.

E. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
1.Use insulated spacer; space 1 inch from wall and support from wall 6 inches above finished floor, unless otherwise indicated.

F. Underground Grounding Conductors: Use copper conductor, No. 2/0 AWG minimum. Bury at least 24 inches below grade.

3.2 EQUIPMENT GROUNDING CONDUCTORS

A. Comply with NEC Article 250, for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by NEC are indicated.

B. Install equipment grounding conductors in all feeders and circuits.

C. Install insulated equipment grounding conductor with circuit conductors for the following items, in addition to those required by NEC:
1.Feeders and branch circuits.
2.Lighting circuits.
3.Receptacle circuits.
4.Single-phase motor and appliance branch circuits.
5.Three-phase motor and appliance branch circuits.
6.Flexible raceway runs.

D. Nonmetallic Raceways: Install an equipment grounding conductor in nonmetallic raceways bonded to outlet or equipment, sized per Section 250 of the NEC.

H. Provide green insulated ground conductor to exterior post light standards.

3.2 INSTALLATION

A. Ground Rods: Where indicated, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes.
1.Drive ground rods until tops are 2 inches below finished floor or final grade, unless otherwise indicated.
2.Interconnect ground rods with grounding electrode conductors. Use exothermic welds, unless otherwise indicated. Make connections without exposing steel or damaging copper coating.

B. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

C. Bonding Straps and Jumpers: Install so vibration by equipment mounted on vibration isolation hangers and supports is not transmitted to rigidly mounted equipment. Use exothermic-welded connectors for outdoor locations, unless a disconnect-type connection is required; then, use a bolted clamp. Bond straps directly to the basic structure taking care not to penetrate any adjacent parts. Install straps only in locations accessible for maintenance.

3.4 CONNECTIONS

A. General: Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
1.Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer to order of galvanic series.
2.Make connections with clean, bare metal at points of contact.
3.Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
4.Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps.
5.Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

B. Exothermic-Welded Connections: Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.

C. Equipment Grounding Conductor Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.

D. Noncontact Metal Raceway Terminations: If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically non-continuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.

E. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values.

F. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by connector manufacturer. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.

G. Moisture Protection: If insulated grounding conductors are connected to ground rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.

3.5 EQUIPMENT GROUND

A. Ground non-current carrying metal parts of electrical equipment enclosures, frames, conductor raceways or cable trays to provide a low impedance path for line-to-ground fault current and to bond all non-current carrying metal parts together. Install a grounding conductor in each raceway system. Equipment grounding conductor shall be electrically and mechanically continuous from the electrical circuit source to the equipment to be grounded. Size grounding conductors per NEC 250 unless otherwise shown on the drawings.

B. Install metal raceway couplings, fittings, and terminations secure and tight to ensure good grounding continuity. Provide grounding conductor sized per NEC through all raceway and conduit systems.

C. Lighting fixtures shall be securely connected to equipment grounding conductors. Outdoor lighting standards shall have a factory installed ground lug for terminating the grounding conductor.

D. Motors shall be connected to equipment ground conductors with a bolted solderless lug connection on the metal frame.

3.6 FIELD QUALITY CONTROL

A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.

END OF SECTION 265526

SECTION 266000 - ELECTRICAL DEMOLITION AND REPAIR

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes electrical demolition and repair. Work includes removal of obsolete wiring and electrical apparatus; relocation, reconnection or replacement of existing wiring affected by demolition or new construction; capping off concealed wiring abandoned due to demolition or new construction.

PART 2 - PRODUCTS

2.1 EQUIPMENT

A. Conductors and Cables: Refer to Section 260519 - Conductors and Cables.

B. Raceways and Boxes: Refer to Section 260533 - Raceways and Boxes.

PART 3 - EXECUTION

3.1 DEMOLITION

A. Protect existing electrical equipment and installations indicated to remain. If damaged or disturbed in the course of the work, remove damaged portions and install new products of equal capacity, quality, and functionality.

B. Accessible Work: Remove exposed electrical equipment and installations, indicated to be demolished, in their entirety. Completely remove all exposed traces, hardware, wiring and conduit systems to the source. All knockouts and holes shall be patched or plugged.

C. Contractor shall re-use existing straight conduit runs and factory bends for conduits 2" and larger, provided that they are not damaged in any way and are installed in accordance with Section 260533.

D. Re-use of all other electrical apparatus and material is subject to approval by owner.

E. Abandoned Work: Cut and remove buried raceway and wiring; indicated to be abandoned in place, 2 inches below the surface of adjacent construction. Cap raceways and patch surface to match existing finish.

F. Remove demolished material for recycling as directed by owner.

G. Remove, store, clean, reinstall, reconnect, and make operational components indicated for relocation.

H. Power outages shall be held to a minimum and coordinated with the owner. Contractor shall schedule outages during off-hours.

END OF SECTION 266000

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CHECKED BY:	TM
PLOT DATE:	2/4/19

DATE	DESCRIPTION
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SHEET

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