

CONTRACT DOCUMENTS

CITY OF DALTON GARDENS 2021 CHIP SEAL

May, 2021

Prepared For:
City of Dalton Gardens



Prepared By:
HMH Engineering
3882 N. Schreiber Way, Idaho 83815



City of Dalton Gardens

CITY OF DALTON GARDENS 2021 CHIP SEAL

This document contains the instruction to bidders, bid form, naming of subcontractor form, standard form of agreement, performance and payment bonds, supplementary conditions, the project specifications & plans, and permits for the City of Dalton Gardens 2021 Chip Seal.

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Prepared By:
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3882 N. Schreiber Way, Idaho 83815



CITY OF DALTON GARDENS 2021 CHIP SEAL

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INVITATION TO BID

CITY OF DALTON GARDENS 2021 CHIP SEAL

NOTICE IS HEREBY GIVEN that the City of Dalton Gardens, Idaho will be accepting bids for chip seal on selected roadways in Dalton Gardens.

BID FORM, BIDDER'S INSTRUCTIONS AND SPECIFICATIONS can be obtained at City Hall in Dalton Gardens, Idaho, Phone: (208) 772-3698 or online at <https://www.hmhplanroom.com/>.

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

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

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

BIDS MUST BE IN THE OFFICE OF HMH ENGINEERING on or before June 18, 2021 at 12:00 pm. Sealed bids can be hand delivered, or mailed to HMH Engineering, at 3882 N Schreiber Way, Suite 104, Coeur d'Alene, Idaho 83815. Bids will be opened in the Dalton Gardens' City Hall, located at 6360 N 4th St, Dalton Gardens, Idaho on June 21, 2021, at 9:00 am.

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

CONTRACT INFORMATION

Basis of Bid Award

Bids submitted for the Contract must be submitted in a sealed envelope at the time and placed specified. The Bid package must include complete submittal as required in the Bidder's checklist. Bidders must submit complete Bid schedules on all Bid Options and Bid Alternates. The Bidder shall reproduce forms as necessary for its own use.

The Owner shall make the Bid award, if it is awarded, to the lowest responsive Bidder.

In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

The Owner reserves the right to reject any or all Bids. A conditional or qualified Bid will not be accepted. Bids for the Contract will be opened and read aloud.

Through the submittal of his Bid, each Bidder hereby agrees to the basis of Bid award and Contract definition defined herein.

Examination of Contract Documents, Other Related Data and Site

It is the responsibility of each Bidder, before submitting a bid, to examine and carefully study all Contract Documents including any addenda and all other related data identified in the bidding documents. The Owner will not be responsible for partial sets of documents obtained from reprographics companies or plan centers. Any and all errors or omissions resulting from the failure of the General Contractor, subcontractor, or material suppliers to become familiar with the documents in their entirety will be corrected at the General Contractor's expense.

Each Bidder should carefully consider federal, state, and local laws and regulations that that may affect the ability of the Bidder to timely perform the work required by the Contract Documents, including but not limited to, equipment, design, cost, progress, or performance.

Each Bidder is responsible to visit the site to become familiar with and satisfy the Bidder as to the general, local and site conditions that may affect the ability of the Bidder to timely perform the work required by the Contract Documents, including but not limited to, equipment, design, cost, progress, or performance.

Each Bidder should carefully study and correlate Bidder's knowledge and observations with the Contract Documents and promptly notify the Engineer of all conflicts, errors, ambiguities, or discrepancies that the Bidder has discovered in or between any of the bidding documents.

Submission of a bid constitutes a binding representation by the Bidder that the Bidder has; complied with each of the requirements of this section of the bid instructions specifically, and all of the Contract Documents generally; that the Bid is based on furnishing the goods and services required by the Contract Documents in the manner prescribed or required by the Contract Documents; that the Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolution thereof is acceptable to the Bidder; and that the

Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work prescribed therein.

Contract Requirements

A Performance Bond and a Payment Bond in the forms included in the Contract Documents issued to the Owner in the amount of (100%) of the Contract price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign Bid Bonds, Payment Bonds, and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Payment Bond, Certificate of Insurance, and the Original, plus 1 copy of the Public Works Contract Report within ten (10) calendar days from the date of the NOTICE OF AWARD. In case of failure of the Bidder to execute the Agreement, the Owner may at its option consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The Owner, within ten (10) days of receipt of acceptable Performance Bond, Certificates of Insurance, Public Works Contract Report, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by WRITTEN NOTICE withdraw its signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The NOTICE TO PROCEED shall be issued upon execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued at that time; the time may be extended by mutual agreement between the Owner and the Contractor.

Contractor shall comply with all laws, ordinances, rules and regulations of all authorities having jurisdiction over construction of the project throughout performance of the Contract.

Payment Conditions and Schedule

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79).

Contract Period

The number of working days allowed for completion of the contract work shall be 30 WORKING DAYS. We understand that work cannot be completed continuously and will require the contract days to be stopped and started throughout the project. Days where the only actual work completed is setting up advanced warning signs, “no parking” signs, covering utilities, placing pavement marking tabs, or sweeping will not be counted toward the number of working days in the Contract. Work required for completion beyond this schedule will be subject to liquidated damages as provided in the contract documents. The Contract time shall commence within 10 days after the date of the Notice to Proceed.

BIDDING REQUIREMENTS

1. All entries must be typed or entered in ink.
2. Unit price interpretations: No Cost bids must be entered as 00.00 or N/C (No Cost). Figures to the right of the decimal are cents and to the left are dollars.
3. Total bid at end of bid schedule.
4. Plumbing, Electrical, HVAC requirements form completed if applicable. Idaho Code 67-2310
5. Surety (if used) must **not** be individual.
6. Surety is for 5% of bid amount (AIA document A-310 is an example of improper wording which may not guarantee the full 5% and is not acceptable).
7. Cashier's check or certified check, if used, is at least 5% of amount bid and received prior to opening.
9. A bidder may withdraw or revise a proposal after it has been deposited with the County, provided the request for such withdrawal or revision is received by the County, in writing before the time set for opening proposals. Should an individual request to personally revise a proposal, a signed authorization by a representative of the bidder authorized to sign contract documents, must accompany the individual's request.
10. Submit hard copy bids in a sealed envelope denoting project name and contents (**Bid Enclosed or Bid Bond Only**) designation.
11. All questions about the meaning or intent of the Bidding Documents are to be submitted to the City Clerk in writing. Interpretations or clarifications considered necessary by City in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by City as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

PROPOSALS WILL BE CONSIDERED IRREGULAR AND SHALL BE REJECTED FOR THE FOLLOWING REASONS:

1. If there are unauthorized additions or alterations, conditional or alternate bids, omission of addenda, or irregularities of any kind which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
2. If the bidder adds any provisions reserving the right to accept or reject or award, or to enter into a contract pursuant to an award, except when such provision is made in accordance with the project specifications.
3. If the proposal does not contain a unit price for each pay item listed except in the case of alternate pay items. The Bid Amount shall be considered the Unit Price in the case of Lump Sum Quantities.
4. Bidders signature sheet must be completed in full and signed.

No proposal will be considered unless accompanied by a guaranty of the character and in an amount not less than the amount indicated in the proposal form.

Surety bonds shall be submitted on an acceptable form signed by the bidder and his surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-in-Fact must accompany the proposal bond.

ISPWC - BIDDER'S CHECK LIST

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

Check off when completed:

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

BID SUBMITTAL

This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Idaho is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

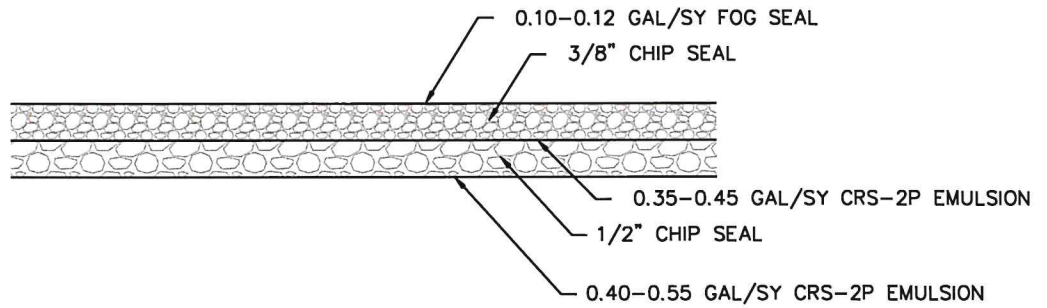
Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

Idaho Public Works Contractor License No. _____.

Expiration Date: _____.



CHIP SEAL TYPICAL SECTION
N.T.S

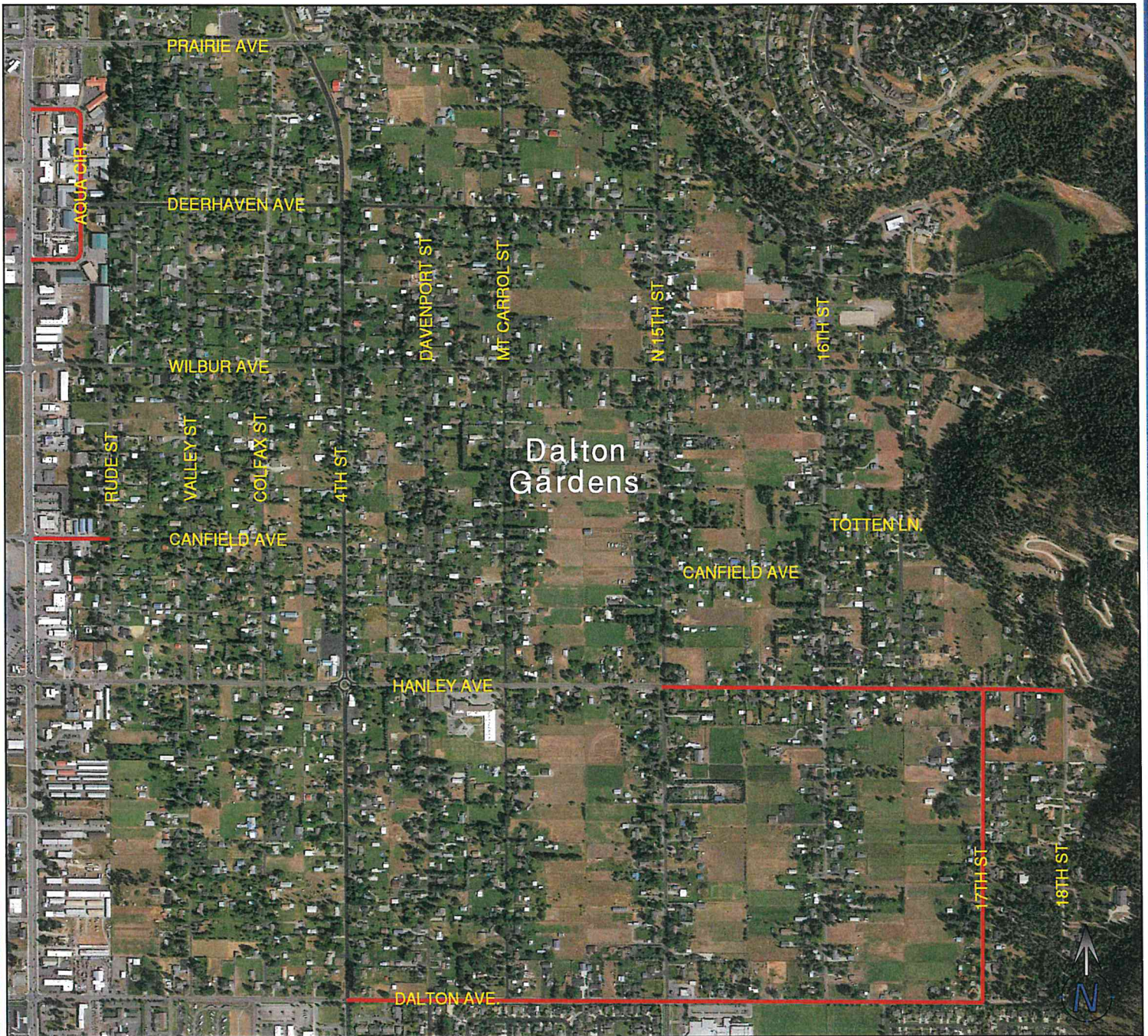


**BASE BID SCHEDULE
CITY OF DALTON GARDENS
2021 CHIP SEAL**

Pay Item	Description	Pay Unit	Est. Qty.	Unit Price	Total Price
808.4.1.B.1	Chip Seal (3/8")	SY (Plan Qty)	46370		
808.4.1.C.1	Chip Seal (1/2")	SY (Plan Qty)	46370		
808.4.1.D.1	Fog Seal	SY (Plan Qty)	46370		
1103.4.1.A.1	Construction Traffic Control	LS	1		
1103.4.1.B.1	Temporary Raised Pavement Markers	LS	1		
2010.4.1.A.1	Mobilization	LS	1		
TOTAL					

Contractor Name: _____

Contractor Signature: _____



BASE BID

- DALTON AVE - 4TH ST. TO 17TH ST. (23,785 SY)
- HANLEY AVE - 15TH ST. TO 18TH ST. (7,990 SY)
- 17TH ST. - DALTON AVE. TO HANLEY AVE. (6,080 SY)
- AQUA CIRCLE (6,545 SY)
- CANFIELD AVE. - GOVERNMENT WAY TO RUDE ST. (1,970 SY)



3882 N. Schreiber Way, Suite 104
 Coeur d'Alene, ID 83815
 (208) 635-5825

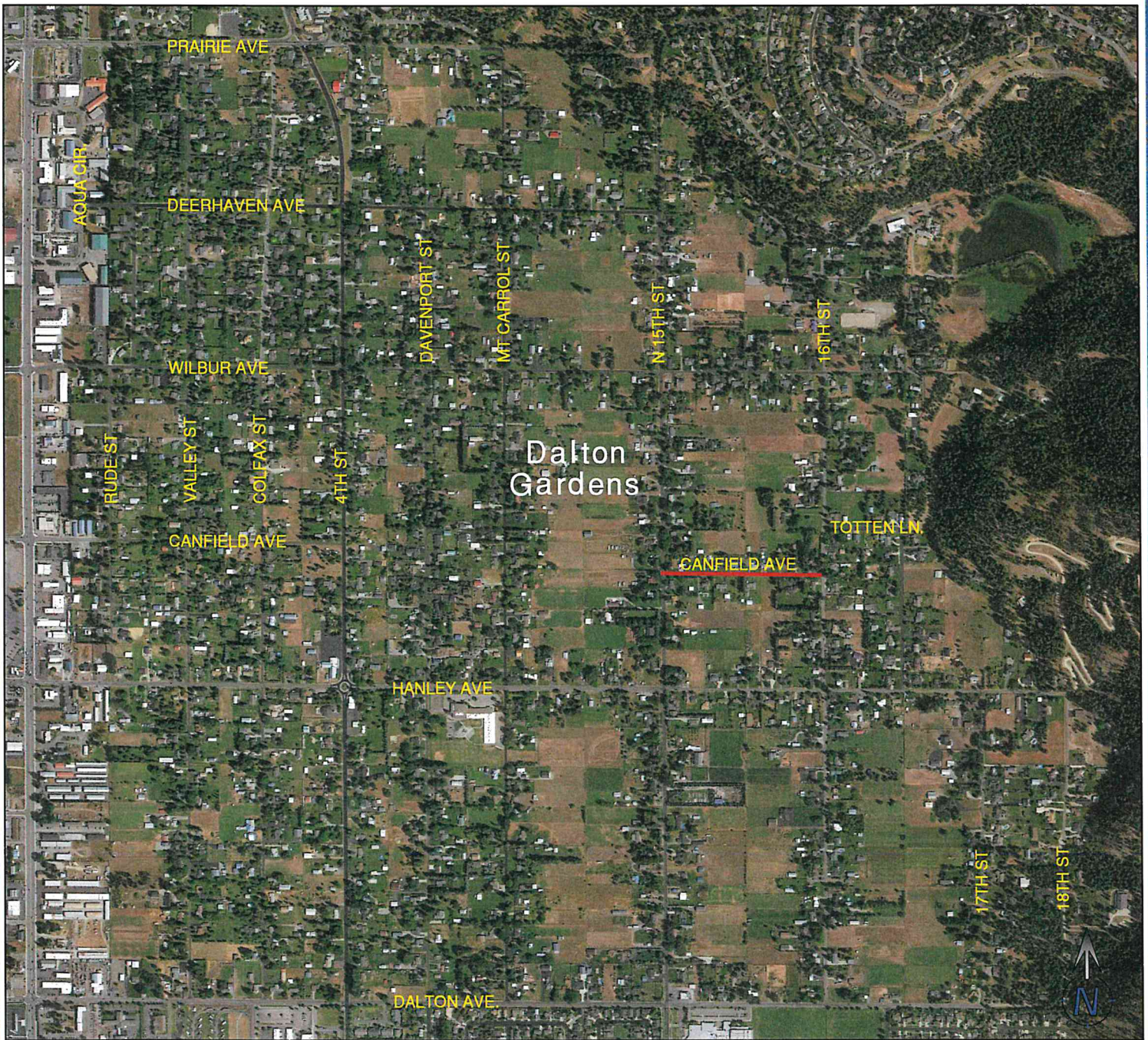
**CITY OF DALTON GARDENS
 2021 CHIP SEAL**

**ALTERNATE 1
CITY OF DALTON GARDENS
2021 CHIP SEAL**

Pay Item	Description	Pay Unit	Est. Qty.	Unit Price	Total Price
808.4.1.B.1	Chip Seal (3/8")	SY (Plan Qty)	3465		
808.4.1.C.1	Chip Seal (1/2")	SY (Plan Qty)	3465		
808.4.1.D.1	Fog Seal	SY (Plan Qty)	3465		
1103.4.1.A.1	Construction Traffic Control	LS	1		
2010.4.1.A.1	Mobilization	LS	1		
TOTAL					

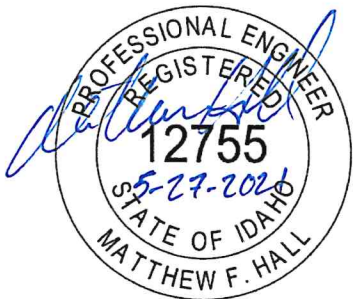
Contractor Name: _____

Contractor Signature: _____



ALTERNATE 1

CANFIELD AVE. - 15TH ST TO 16TH ST. (3,465 SY)



3882 N. Schreiber Way, Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825

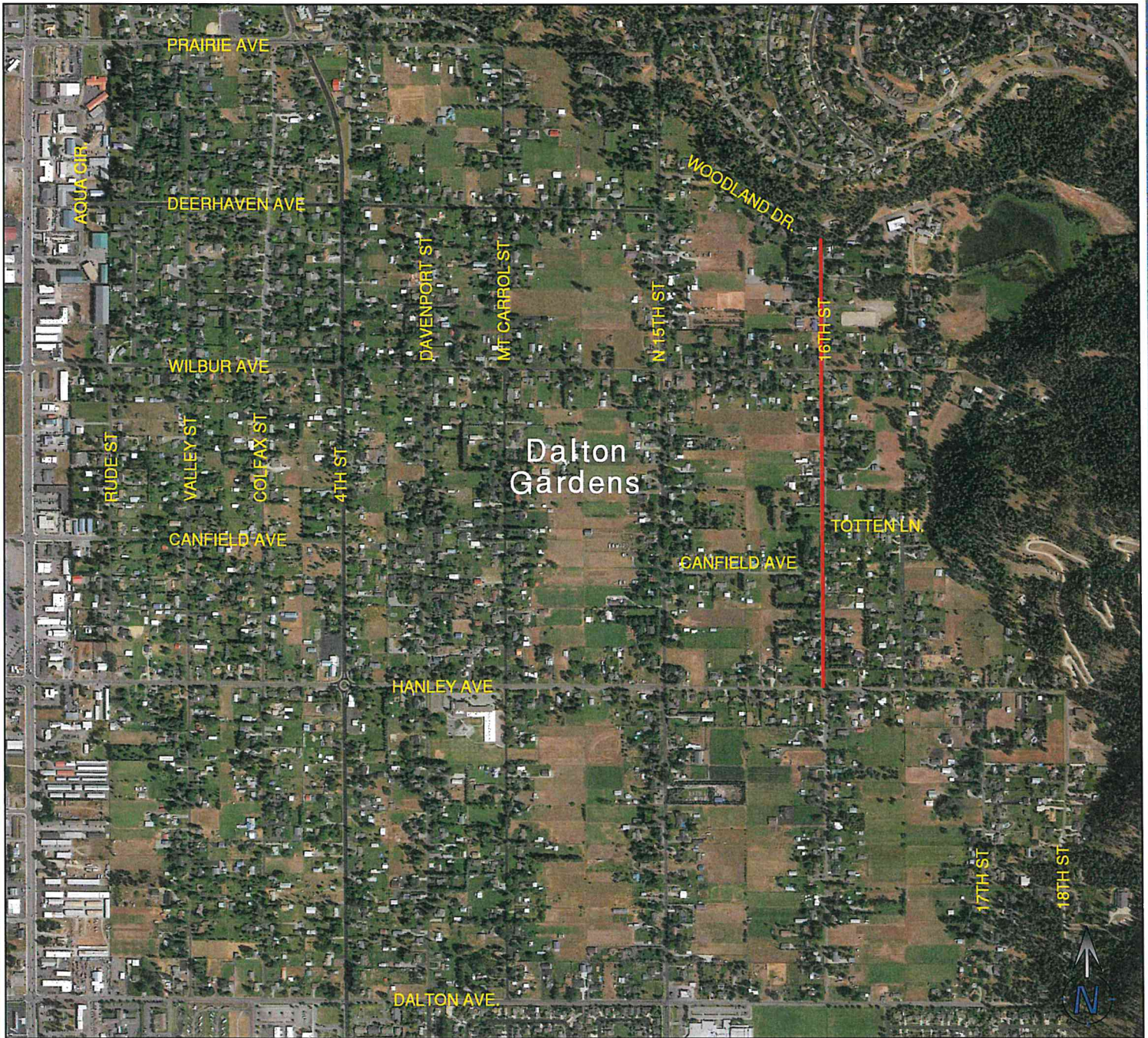
CITY OF DALTON GARDENS
2021 CHIP SEAL

**ALTERNATE 2
CITY OF DALTON GARDENS
2021 CHIP SEAL**

Pay Item	Description	Pay Unit	Est. Qty.	Unit Price	Total Price
808.4.1.B.1	Chip Seal (3/8")	SY (Plan Qty)	8675		
808.4.1.C.1	Chip Seal (1/2")	SY (Plan Qty)	8675		
808.4.1.D.1	Fog Seal	SY (Plan Qty)	8675		
1103.4.1.A.1	Construction Traffic Control	LS	1		
2010.4.1.A.1	Mobilization	LS	1		
TOTAL					

Contractor Name: _____

Contractor Signature: _____



ALTERNATE 2

16TH ST. - HANLEY AVE TO WOODLAND AVE (8,675)



3882 N. Schreiber Way, Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825

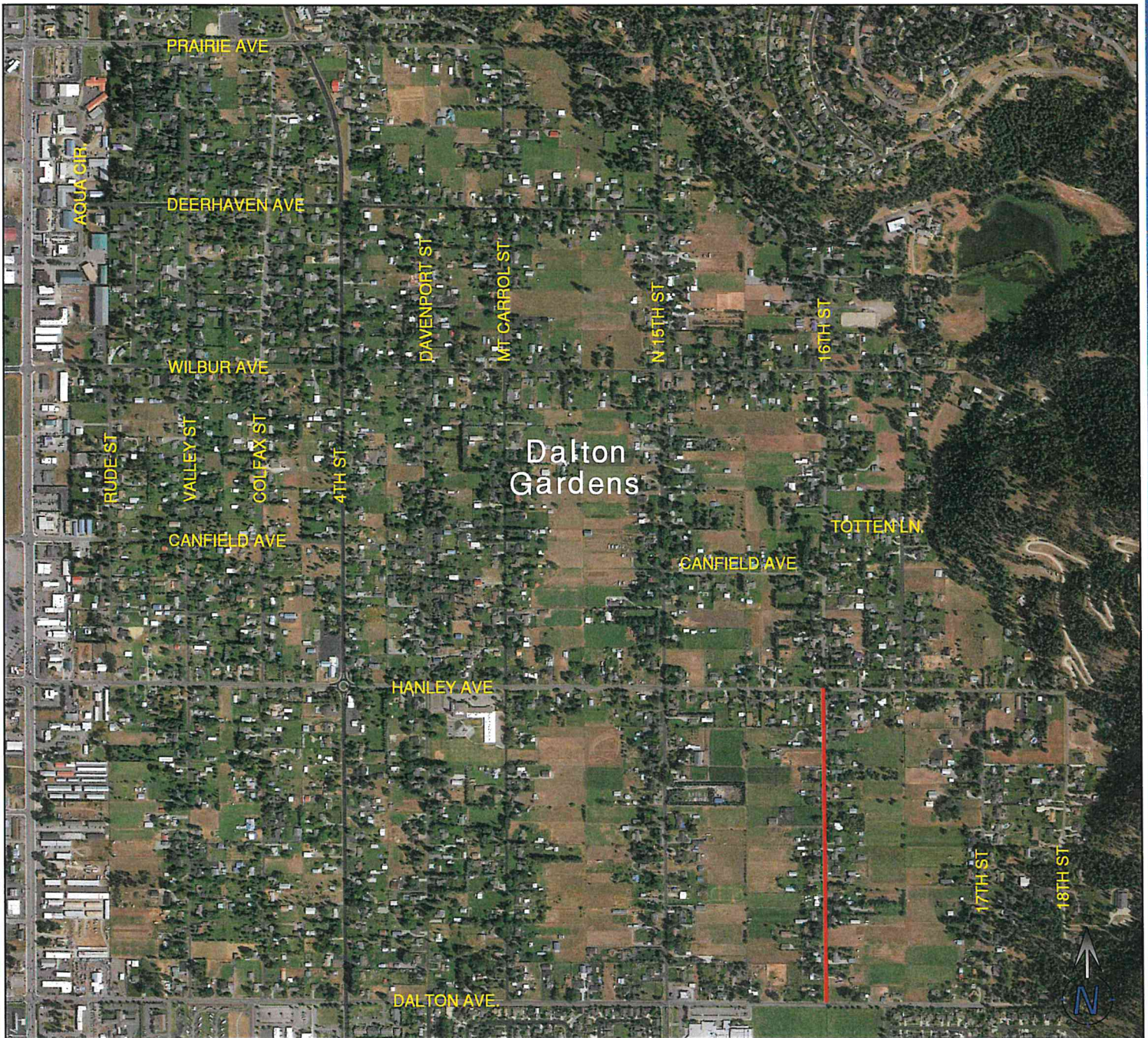
CITY OF DALTON GARDENS
2021 CHIP SEAL

**ALTERNATE 3
CITY OF DALTON GARDENS
2021 CHIP SEAL**

Pay Item	Description	Pay Unit	Est. Qty.	Unit Price	Total Price
808.4.1.B.1	Chip Seal (3/8")	SY (Plan Qty)	6075		
808.4.1.C.1	Chip Seal (1/2")	SY (Plan Qty)	6075		
808.4.1.D.1	Fog Seal	SY (Plan Qty)	6075		
1103.4.1.A.1	Construction Traffic Control	LS	1		
2010.4.1.A.1	Mobilization	LS	1		
TOTAL					

Contractor Name: _____

Contractor Signature: _____



ALTERNATE 3

16TH ST. - DALTON AVE. TO HANLEY AVE. (6,075 SY)



3882 N. Schreiber Way, Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825

CITY OF DALTON GARDENS
2021 CHIP SEAL

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Dalton Gardens
 6360 N. 4th St.
 Dalton Gardens, Idaho 83815

BID

Bid Due Date: June 18, 2021
 Description: Chip seal of various streets in Dalton Gardens, ID.
 City of Dalton Gardens 2021 Chip Seal

BOND

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

Penal sum _____ \$ _____
 (Written in Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

 Bidder's Name and Corporate Seal (Seal) _____
 Surety's Name and Corporate Seal (Seal)

By: _____
 Signature

By: _____
 Signature (Attach Power of Attorney)

 Print Name

 Print Name

 Title

 Title

Attest: _____
 Signature

Attest: _____
 Signature

 Title

 Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

City of Dalton Gardens

BIDDER'S NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that he/she is (sole owner, a partner, president, secretary, etc.) of _____.

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

Signed: _____

Title: _____

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

Notary Public _____

State of _____

My Commission Expires _____

THIS PAGE MUST BE COMPLETED RETURNED WITH YOUR BID DOCUMENTS

THIS PAGE WAS INTENTIONALLY LEFT BLANK

Naming of Subcontractors Form

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

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

_____	_____	_____

_____	_____	_____

_____	_____	_____

NOTES TO USER

- 1. This form must be included for all bids.*

INDEPENDENT CONTRACTOR AGREEMENT

City of Dalton Gardens and _____

This Independent Contractor Agreement made between the City of Dalton Gardens, State of Idaho, a political subdivision, whose address is 6360 N 4th St, Dalton Gardens, Idaho 83815, herein referred to as “**CITY**” and _____, whose address is _____, herein referred to as “**CONTRACTOR**”,

THE PARTIES AGREE AS FOLLOWS:

Independent Contractor

The **CITY** hereby engages **CONTRACTOR** as an independent **CONTRACTOR** and specifically not as an employee, and **CONTRACTOR** accepts such relationship with the **CITY** for the purpose of construction of the City of Dalton Gardens 2021 Chip Seal to furnish all necessary machinery, tools, apparatus, materials and labor to complete the work in the most substantial and workmanlike manner according to the plans and specifications.

Contract Bonds. Provide both a performance bond and a payment bond, each equal to the original contract amount, in accordance with the applicable Idaho law. Execute the contract bonds on the provided forms.

Commencement, Time and Performance and Termination

The term of this agreement shall commence upon the signing of this document by all necessary parties and shall continue until complete in accordance with the contract time specified in the project documents.

Contract Documents:

It is further agreed that the said plans and specifications and the schedule of rates and prices set forth in the proposal and the general and special provisions appended to this contract agreement are hereby specifically referred to and made a part of this contract, and shall have the same force and effect as though all of same were fully inserted herein.

Compensation

For the faithful performance of the work herein embraced, as set forth in the contract agreement, general and special provisions, notice to contractors, instructions to bidders, proposals, general and detailed specifications and plans, which are a part hereof, in accordance with the directions of the City, and to their satisfaction, the City

agrees to pay said Contractor the amount earned, computed from the actual quantities of the work performed as shown by the estimates of the Administrator and unit prices named in such proposal, and to make such payments in the manner and at the time provided in such proposal, and to make such payments in the manner and at the time provided in the general provisions thereto appended. Payments shall be made by the City, upon warrants of the City, issued upon vouchers of said City, which have been approved by the City Council out of monies legally available for that purpose.

Deductions, Withholdings, and Tax Liability

CONTRACTOR shall be solely responsible for deductions, withholdings, and tax liability for requirements imposed by local, state and federal entities for any compensation received, including but not limited to self-employment income taxes, FICA, and DLI coverage. **CONTRACTOR** shall indemnify, defend and hold the **CITY** and its officers, managers, members, employees, consultants and attorneys harmless from and against any claims for failure to deduct, withhold, pay taxes, or file federal or local tax statements of business income and expenses. Likewise, **CONTRACTOR** shall be solely responsible for all compliance with applicable tax laws, including withholding, on the wages of **CONTRACTOR**'s employees.

Licensing

CONTRACTOR shall be independently and properly licensed.

Knowledge

CONTRACTOR shall perform his services in conformance with accepted insurance industry professional standards and shall at all times be current on pertinent application products and regulations.

Compliance with Laws

CONTRACTOR agrees to fully and promptly comply with all applicable laws, ordinances, statutes rules and regulations imposed by any governmental authority or political subdivision thereof, or any licensing authority to which the Contractor is accountable.

Non-Discrimination Compliance

CONTRACTOR shall comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code, Title 49 CFR, Part 21 and Attachment A, attached hereto and incorporated by reference.

Hold Harmless and Indemnification

CONTRACTOR agrees to indemnify and hold **CITY** harmless from any liability, claims, or damages arising out of or in any way connected with **CONTRACTOR**'s performance of the work under this agreement.

Insurance

CONTRACTOR agrees to maintain public liability insurance in the amount of \$1,000,000.00 and worker's compensation from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of insurance to **CITY** prior to commencing work under this Agreement.

All Disputes

All disputes relating to this Agreement and the relationship of the parties hereto shall be settled and finally determined by arbitration within the First Judicial District of the State of Idaho, and in accordance with the Rules of Commercial Arbitration of the American Arbitration Association ("AAA"), or its successor. A single arbitrator shall be used. Provided, however, that such arbitration shall not apply so as to delay or prevent any judicial or arbitrator's injunctive or other equitable relief hereunder, which shall be effective immediately subject to the requisite final and binding arbitration with respect thereto which shall be handled concurrently or after such relief is granted.

Limited Non-Arbitration Use of Courts

No legal right of action may arise out of any dispute between the parties except (i) as provided above, (ii) to compel compliance with these arbitration provisions, or (iii) to enforce an arbitration award.

Notice of Arbitration

The party demanding arbitration shall serve upon the other party notice of intent in accordance with the AAA Rules of Commercial Arbitration.

Authority

It is agreed that the arbitrator shall have exclusive authority to enter an award for damages or other affirmative relief, including specific performance and injunctive relief, provided that a party may petition the court for enforcement of any award if necessary.

Selection of Arbitrator

The procedure for selecting the arbitrator and the time lines shall be determined by the Rules of Commercial Arbitration in effect at the time arbitration is demanded.

Costs

The arbitrator shall determine which of the parties shall bear the fees and expenses incurred in the arbitration, any appeal thereof, underlying lawsuit (if necessary to activate the provisions hereof) or any other litigation with respect hereto, including the parties' respective attorney's fees.

Enforcement

The award(s) rendered in any such arbitration shall be final and binding upon the parties. Any award entered by the arbitrator may be entered on an ex-parte basis in the District Court having jurisdiction, or any other court having jurisdiction over a party against whom the award is entered, and enforced according to the terms of the award.

Incorporation of State Law

The laws of the State of Idaho shall exclusively control as to any question of law arising hereunder, and the jurisdiction and venue for the adjudication of any dispute shall be in the District Court of the State of Idaho in and for the First District, Kootenai County.

Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Idaho and venue of any action shall be in a court of competent jurisdiction in the First District of the State of Idaho.

Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous oral or written agreements, representations and understandings of the parties.

Assignment

The rights of each party under this Agreement are personal to that party, and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior express written consent of the other party, which consent may be withheld for any reason.

Not a Joint Venture

Nothing in this Agreement shall be construed to create any joint venture or joint enterprise of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, _____.

CITY:

DAN EDWARDS, Mayor

ATTESTED:

TERESA JANZEN, Clerk

CONTRACTOR:

Print Name: _____

Title: _____

Attachment A

During the performance of this agreement, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations:

The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be

amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2. Nondiscrimination:

The Contractor, with regard to the work performed during the agreement, shall not discriminate on the grounds of race, color, national origin, sex, age, disability, or retaliation in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this agreement and Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, or retaliation.

4. Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this agreement, the City of Dalton Gardens shall impose such agreement sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;

- b. Suspend the agreement, in whole or in part, until the contractor or subcontractor is found to be in compliance, with no progress payment being made during this time and no time extension made;
- c. Cancel or terminate the agreement for cause;
- d. Assess against the contractor's final payment on this agreement or any progress payments on current or future City of Dalton Gardens projects, an administrative remedy by reducing the final payment or future progress payment in an amount deemed appropriate.

6. **Incorporation of the Provisions:**

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City of Dalton Gardens to enter into such litigation to protect the interests of the City.

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, "Debarment and Suspension", and 45 Code of Federal Regulations Chap. XI §1183.35, "Subawards to Debarred and Suspended Parties". Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (<http://epls.arnet.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

PERFORMANCE BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner</p> <p>Name: City of Dalton Gardens</p> <p>Mailing address <i>(principal place of business)</i>: 6360 N 4th St. Dalton Gardens, Idaho 83815</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: City of Dalton Gardens 2021 Chip Seal Dalton Gardens, Idaho</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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

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

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

14. Definitions

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

PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Dalton Gardens Mailing address <i>(principal place of business)</i> : 6360 N 4th St. Dalton Gardens, Idaho 83815	Contract Description <i>(name and location)</i> : City of Dalton Gardens 2021 Chip Seal Dalton Gardens, Idaho Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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

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

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

NOTICE OF AWARD

Date of Issuance:

Owner:

Owner’s Project No.:

Engineer:

Engineer’s Project No.:

Project:

Contract Name:

Bidder:

Bidder’s Address:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

City of Dalton Gardens 2021 Chip Seal

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

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

Drawings will be delivered separately from the other Contract Documents.

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

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

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

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

Owner: **City of Dalton Gardens**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

NOTICE TO PROCEED

TO: _____

PROJECT DESCRIPTION: CITY OF DALTON GARDENS 2021 CHIP SEAL

You are hereby notified to commence work in accordance with the Contract Agreement dated _____, on or before _____; you are to complete the Work within 30 working days. The date of completion of all Work is therefore _____.

Dated this _____ day of _____, 20__.

CITY OF DALTON GARDENS, IDAHO

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

Contractor: _____

this the _____ day of _____, _____.

Signature: _____

Title: _____

CHANGE ORDER NO.:

Owner:
 Engineer:
 Contractor:
 Project:
 Contract Name:
 Date Issued:

Owner's Project No.:
 Engineer's Project No.:
 Contractor's Project No.:

Effective Date of Change Order:

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

Description:

Attachments:

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

Recommended by Engineer (if required)

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____

SECTION 3 SPECIFICATIONS

The work performed shall be done in accordance with the Idaho Standards for Public Works Construction, 2020 Edition, herein after referred to as Standard Specifications, the Special Provisions, and the approved Plans.

In the case of a conflict between the Standard Specifications, and the Special Provisions; the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

Where the Plans, Specifications, Standard Drawings, or Special Provisions describe portions of the work in general terms, but not in complete detail; it is understood that the item is to be furnished, installed complete, and installed in place. Only the best general practice is to prevail. Only materials and workmanship of the highest quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals; and do all the work involved in executing the Contract.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following amendments to the Standard Specifications take precedence over the Standard Specifications.

DIVISION 800 – AGGREGATES AND ASPHALT

Section 808 – Seal Coat

PART 1 GENERAL

1.2 REFERENCES

Add the following:

- D. ASTM D977, Emulsified Asphalt
- E. ASTM D2397, Cationic Emulsified Asphalt
- F. AASHTO T335, Method 1, Fractured Face

1.3 SUBMITTALS

Add the following to A:

The McLeod design shall be based on the characteristics of the actual cover coat and emulsion to be used onsite and shall be specific to each roadway. Materials testing results used in the mix design shall be submitted along with the mix design calculations. If the characteristics of roadways or segments of roadways differ, different mix designs will be necessary. All design parameters are subject to input and acceptance by the Engineer.

Add the following:

- D. Submit chip gradation and cleanness value for the cover coat.

PART 2 MATERIALS

2.1 ASPHALT

Remove A and replace with the following:

- A. Bituminous Materials
 - 1. Prime coat shall be Polymerized Cationic Emulsified Asphalt CRS-2P and meet the requirements in Section 805 – Asphalt.
 - 2. Fog coat shall be rapidly curing emulsified asphalt fog oil (concentrate), Quickseal 50-50 or equal, and shall meet the requirements in Section 805 – Asphalt.

2.2 COVER COAT MATERIAL

Remove C through G and replace with the following:

C. The cover coat shall have the following gradation:

3/8" Chip Basalt or Granite	
Sieve Size	Percent Passing
3/8 inch	100
No. 4	0-25
No. 8	0-5
No. 200	0-1

1/2" Chip Basalt or Granite	
Sieve Size	Percent Passing
1/2 inch	100
3/8 inch	70 – 90
No. 4	0-25
No. 8	0-5
No. 200	0-1

- D. The aggregate for cover coat material shall have a cleanness value of not less than 91 when tested in accordance with ITD T 72.
- E. For gravel sources, at least 85 percent by weight of the particles retained on the No. 4 sieve must have at least one fractured face.
- F. Cover coat material shall have an AASHTO dust ratio of less than 0.75.
- G. Where indicated, the cover coat shall be crushed basalt with the same gradation, cleanness value, dust ratio, and fractured face requirements as stated in C through F. For the basalt chips, the fines passing the No. 200 sieve shall be from the manufacturing process only.

PART 3 WORKMANSHIP

3.1 CONSTRUCTION LIMITATIONS

Remove B and replace with the following:

- B. The chip seal and fog seal shall only be placed when the roadway surface is dry and there is no imminent threat of rain. The roadway surface shall be at least 85 degrees Fahrenheit and rising, with an ambient air temperature of at least 70 degrees and rising to perform chip sealing.

Remove H and replace with the following:

- H. Unless otherwise permitted, do not apply seal coat or fog seal before June 15th or after September 1st. Unless otherwise approved in writing from the Owner, do not chip seal on a holiday.

Add the following:

- J. A minimum of seven (7) days shall be provided between the first and second chip seal applications when a double shot is specified.

Add the following:

- K. If rain occurs unexpectedly during chip seal or fog seal operations, suspend work until conditions are dry. If this occurs, the Owner will grant additional contract time, but not additional compensation.

Add the following:

- L. If bike lanes are present on a roadway, do not chip seal these bike lanes. Rather, only a fog seal will be placed in the bike lane.

3.2 EQUIPMENT

Remove B and C and replace with the following:

- B. Rotary, vacuum brooms are required to clean the roadway. No side casting of chip will be permitted.

- C. Rollers
 - 1. A minimum of two self-propelled pneumatic tired rollers shall be used to apply a minimum of four coverages of the applied cover coat. Each roller shall carry a minimum of 2,000 pounds on each wheel and a minimum of 60 psi in each tire. Roll the aggregate such that the entire width of the treatment area is covered in one pass of all the rollers.
 - 2. The rollers shall not operate at speeds in excess of 5 miles per hour.
 - 3. Complete initial rolling within 2 minutes of applying aggregate so that chips are embedded and properly oriented prior to breaking of the emulsion.

Add the following:

- E. Distributors
 - 1. Distributors shall be of the pressure type with insulated tanks. Gravity distributors will not be permitted. The tanks shall also include baffles to prevent pressure surges.
 - 2. Spray bars and extensions shall be of the full circulating type. The spray bar shall be adjustable to permit varying height above the surface.
 - 3. The nozzle spacing, center to center, shall not exceed 6 inches. The valves shall be operated so that one or all valves that control the flow from the nozzles shall provide a uniform, unbroken spread of bituminous material on the surface.
 - 4. Nozzle spacing and angle shall provide for double-lap coverage. All nozzles must be set at the same angle to avoid distortion of the spray pattern.
 - 5. The distributor shall be equipped with devices and charts to provide for accurate, rapid determination and control of the amount of bituminous material being applied. The distributor shall be equipped with a tachometer of the auxiliary wheel type registering speed in feet per minute. The distributor shall also be equipped with pressure gauges and an accurate thermometer for determination of the temperature of bituminous material. The spreading equipment shall be designed so that uniform application of a bituminous material can be applied in controlled amounts ranging from 0.05 to 2.0 gallons per square yard. Transverse variation rate shall not exceed ten (10) percent of the specified application rate. The distributor shall be equipped with a hose and nozzle attachment to be used for spotting skipped areas and areas inaccessible to the distributor. Distributor and booster tanks shall be maintained as to prevent dripping of bituminous material from any part of the equipment.
 - 6. Equipment that fails to perform satisfactorily shall be removed from the job.
 - 7. Streaking or binder lines are not acceptable. If streaking or binder lines appear prior to initial rolling, the distributor bar shall be re-adjusted to the appropriate height.

8. Uneven surfaces due to starts and restarts shall be kept to a minimum. Surface irregularities shall be corrected immediately.
9. A "corner crew" shall be utilized to complete irregular shapes and hard-to-reach areas.
10. The finished product must exhibit a clean, neat edge.

Add the following:

- F. A sufficient number of dump trucks shall be available to circumvent any interruption of the supply of chips to the spreader. The dump trucks must be compatible with the aggregate spreader to avoid aggregate spilling onto the roadway.

3.3 APPLYING ASPHALT

Remove A and B and replace with the following:

- A. Preparation of the surface:
 1. Immediately before applying the bituminous material, the area to be surfaced shall be cleaned of all dirt and other objectionable material. Weeds and organics extending 2 inches or more into the roadway or interface between curb and asphalt shall be removed. The surface shall be cleaned with a self-propelled pick-up or vacuum sweeper. Side cast sweepers will not be permitted. When necessary, cleaning shall be supplemented by hand brooms.
 2. All manhole covers, valve covers, monument boxes, and property pins within the roadway shall be adequately covered to protect from bituminous material.

Weigh down covers with material that cannot track, create humps, or otherwise contaminate the chip seal product. Sand is not an acceptable medium. The protection shall be removed within 24 hours following the fog seal operation. **When removing material from the covers, do not cast material onto the roadway.** The Contractor shall supply a method of disposal of this material.

Maintain covers in acceptable condition between chip seal and fog seal.

3. Water re-texturizing may be necessary on flushed surfaces. This shall be considered in the chip seal design and will be supplied where necessary at no additional expense to the Owner.
4. Protect all concrete (curbs, gutters, driveways, sidewalks, etc.), landscaping, or other adjacent amenities from overspray. If overspray occurs, Contractor shall immediately work to remove oil. Any claims for damage to adjacent property received by the Owner will be the responsibility of the Contractor.
5. In the event that parked vehicles hinder construction, the Contractor is responsible for notifying the owner of the vehicle and the Engineer prior to removal, when the owner can be determined. The Contractor, at their own expense, will be responsible for towing parked vehicles using a tow service to the nearest unaffected location. Costs for towing shall be considered incidental to the items in the Bid Schedule.

6. Provide flaggers to assist drivers through chip seal or fog seal operations. Any driver not obeying directions shall be conveyed, with vehicle description and license plate number, to the Engineer within 24 hours. Claims from drivers for damage to vehicles, except for those excluded above, shall be the responsibility of the Contractor.

B. Nozzles shall be blown out and confirmed to be in good working order prior to oil application. Evidence that the distributor has been calibrated shall be given to Engineer.

Remove E and replace with the following:

- E. Rate of application:
 1. The expected application rates for bituminous materials are as :
 - a. For the 1/2 " chip seal, between 0.40 and 0.55 gallons per square yard of CRS-2P emulsion.
 - b. For the 3/8" chip seal, between 0.35 and 0.45 gallons per square yard of CRS-2P emulsion.
 - c. 0.10 to 0.12 gallons per square yard of fog seal.

Add the following to F:

Preliminary application of emulsion shall be applied at no additional cost to Owner.

Add the following:

S. At the time of application, the temperature of the bituminous material shall be between 125 and 185 degrees Fahrenheit or as specified in the manufacturer's recommendations.

3.4 3.4 APPLICATION OF COVER COAT MATERIAL

Remove A and replace with the following:

- A. The expected application rate for the 3/8" and 1/2" chip seal cover coat material is between 22 and 30 pounds per square yard and per the McLeod Design submitted for the project.

Add the following to E.:

The chips shall be spread within 60 seconds of applying the bituminous material. The chip spreading equipment shall apply a uniform application of cover material.

Add the following to J.:

The Contractor shall use a vacuum sweeper to remove excess rock. Side casting of rock onto shoulders, ditches, gutters, or landscaping will not be permitted and will require additional sweeping and/or removal by manual means. Initial sweeping shall occur prior to 8 AM the day after chip sealing operations. If this does not occur, the Owner will employ other methods to sweep the roadway and reduce the Contractor's payment by deductive change order the time and material cost to sweep the roadways. Night sweeping is permitted.

The Contractor shall also sweep within 24 hours prior to the fog seal operation and provide a final sweep a minimum of 14 days after the fog seal placement.

The expectation is that very little excess rock remains on the roadway, roadway shoulders, gutter pans, or adjacent property at the end of the project. The Contractor shall expect to manually sweep driveways during the sweeping twice at a minimum, once prior to the fog seal and once during the final sweep) to remove chips that have been cast into driveways.

Sweeping is required a minimum of four (4) times per course of chip seal: 1) a maximum of 24 hours before the chip seal operation, 2) by 8:00 AM the day after the chip seal, 3) within 24 hours before the fog seal, and 4) a minimum of 14 calendar days following the fog seal. Both the pre-fog sweep and the final sweep shall include sweeping out of each driveway. In areas with sidewalk, sweep the sidewalk and pedestrian ramps by hand prior to the final sweep. For the double chip seal, sweeping before and after the second shot (as described previously) is also required.

The sweeper shall have an exhibit on-hand when sweeping roads and mark each as complete to ensure no roads are missed during night sweeping, particularly in subdivisions. For the double chip seal, sweeping before and after the second shot (as described previously) is required.

Sweeping requirements stated in this section are minimum requirements. Additional sweeping may be required, at no additional cost to Owner, to meet the expectations noted in this section.

Remove O.

Add the following:

3.8 FOG SEAL

- A. Sweep the roadway within 24 hours prior to fog seal operation.
- B. Fog seal shall be applied no sooner than 3 days and no later than 14 days following the chip seal application.

3.9 TESTING

- A. Each day of chip seal operations (for each type of chip seal), the Contractor have a laboratory representative take a sample from the cover coat material stockpile and test of gradation and cleanness value. Submit results of gradation and cleanness test values to Engineer before noon each day. The Contractor is responsible for the laboratory costs for these tests. To meet the requirement of delivering results by noon the day of chip sealing, it is acceptable that the sample is taken from the stockpile the night before chip seal operations. Results can be delivered to the Engineer by email.
- B. At a minimum of once per day, the Owner's Representative will verify the emulsion and cover material application rates and the emulsion temperature. The Contractor shall assist the Owner's Representative in completing these tests.

3.10 WARRANTY

- A. The chip sealing shall be covered by a one-year warranty. If the chip seal experiences chip loss, tracking, flushing, or bleeding at any time within the first year after the chip seal is complete, the Contractor shall perform repairs to the chip seal and replace any pavement markings covered by the repairs at no additional cost to the Owner. Loss determined by the Engineer to be beyond the Contractor's control (snow plow damage, etc.) are not considered under this warranty. When repairs are necessary, the Contractor shall submit a repair plan within 14 days of notification of required repairs. The repair plan must address the area of failure and transitions required to ensure a uniformly bonded, smooth surface. Furnish traffic control for warranty work at no additional expense to the Owner.

PART 4 MEASUREMENT AND PAYMENT

Remove 4.1 and replace with the following:

- 4.1 Use the following bid items as designated in the Bid Schedule. Includes all labor, material, and equipment required to perform the work. Work to include roadway cleaning, emulsion, asphalt after dilution, antistripping additive, cover coat material, load, haul, placement, stockpiling, blotter, brooming, design of chip seal, materials testing, and all necessary items required to place seal coat as specified.
- A. Chip Seal (1/4"): By the Square Yard (Plan Quantity)
 - 1. Bid Schedule Payment Reference: 808.4.1.A.1
 - 2. Bid Schedule Description: Chip Seal.... square yard (SY)
 - B. Chip Seal (3/8"): By the Square Yard (Plan Quantity)
 - 1. Bid Schedule Payment Reference: 808.4.1.B.1
 - 2. Bid Schedule Description: Chip Seal....square yard (SY)
 - C. Chip Seal (1/2"): By the Square Yard (Plan Quantity)
 - 1. Bid Schedule Payment Reference: 808.4.1.C.1
 - 2. Bid Schedule Description: Chip Seal....square yard (SY)
 - D. Fog Seal: By the Square Yard (Plan Quantity)
 - 1. Bid Schedule Payment Reference: 808.4.1.D.1
 - 2. Bid Schedule Description: Fog Seal....square yard (SY)

DIVISION 1100 – TRAFFIC

Section 1103 – Construction Traffic Control

PART 2 MATERIALS

2.2 Advanced Warning Arrow Panels

Remove D.

Add the following:

2.2 Temporary Raised Pavement Markers

- A. Temporary raised pavement markers shall be used on Hayden and Coeur d'Alene roadways. Markers shall consist of an L-shaped body with retroreflective tape on the top of both faces for two-way traffic. The marker body shall be made from 0.060 inch minimum thick polyurethane. The top of the vertical leg shall be between 1.75 and 2.0 inches high and approximately 4 inches wide. The base shall have temperature sensitive adhesive material. The markers shall be installed with a protective cover in place. Colors of the markers shall correspond to the existing pavement marking the markers represent. Place markers wherever existing pavement markings exists and per the details on the plans for areas where pavement markings are adjusting
- B. Do not place temporary pavement markers more than 24 hours in advance of chip sealing on Ironwood where the pavement markings are changing.
- C. Raised pavement markers shall be spaced no further than 30 feet apart on straight stretches and 15 feet apart on curves.

PART 3 WORKMANSHIP

3.1 General

Remove B and replace with the following:

- B. Conform to the traffic control plan included in the Contract Documents. Any proposed modifications to the traffic control plan must be submitted at least 48 hours in advance. There is no objection to the Contractor using pilot cars for traffic control. Minor side streets can be closed to through traffic (provided alternate routes are available to motorists) and the Contractor shall provide signing per the MUTCD. The Cities of Coeur d'Alene will bag and/or turn off signal heads at signalized intersections, but the contractor must give minimum 48 hour notice of the day and start time. In Coeur d'Alene, contact Todd at (208)769-2235.

Side streets that are closed shall be reopened as soon as possible. Multiple day closures will not be tolerated. Access to businesses must be maintained to the greatest extent possible with the understanding that short delays are unavoidable.

Any revised traffic control plan shall be submitted for review and approval in accordance with this section.

Remove K.

Add the following:

- 3.5 Advanced Warning Signing
- A. The Contractor shall install advanced warning signs by 12:00 PM the day before chip seal or fog seal operations are set to commence. These signs shall be minimum 36" x 36" and have a reflective orange background with black lettering stating: "ROAD WORK TOMORROW". Using the standard W20-1 sign is acceptable so long as the word "AHEAD" is completely covered by a supplemental plaque with the word "TOMORROW". The word "TOMORROW" shall have a minimum 4-inch text height. Letter Series C with an 80% spacing ratio is acceptable to allow the word to fit correctly on the sign. The "TOMORROW" supplemental plaque shall be removed the day of chip seal or fog seal operation.
- B. Temporary No Parking Signs shall be placed in areas where residents frequently park on the street. These signs can be sandwich board style or the style that fits over a traffic cone provided that they are two-sided. The minimum size for the NO PARKING SYMBOL is 12"x12". Minimum spacing for these signs is three per block per side of the roadway. These signs shall be installed by 12:00 PM the day before chip seal or fog seal operations are set to commence.
- 3.6 Traffic control and flaggers shall be adequate to discourage driver error and damage to vehicles. Flaggers shown on the traffic control plans are the minimum; more may be required depending on the Contractor's staging of work. If vehicles are damaged and the City receives a claim, the Contractor is responsible for the associated costs.
- 3.7 If a driver disobeys traffic control personnel directions, provide the Engineer within 24 hours the description of the vehicle and license plate, if possible. If this is not provided, the Contractor will be responsible for claims associated vehicle damage even if the driver disobeyed directions.

- 3.8 A minimum of 3 days prior to chip seal or fog seal on 4th Street, place solar powered reader boards to alert drivers.

Part 4 MEASUREMENT AND PAYMENT

Remove 4.1 and replace with the following:

- 4.1 Use the following bid items as designated in the Bid Schedule. Includes all labor, material, and equipment required to provide temporary traffic control.
- A. Construction Traffic Control: By the lump sum, includes labor, maintenance, and ancillary items necessary.
1. Bid Schedule Payment Reference: 1103.4.1.A.1
 2. Bid Schedule Description: Construction Traffic Control....Lump Sum (LS)
- B. Temporary Raised Pavement Markers
1. Bid Schedule Payment Reference: 1103.4.1.B.1
 2. Bid Schedule Description: Temporary Raised Pavement Markers-Lump Sum (LS)