

BIRCH CREEK WATER PROJECT

ADDENDUM #2

May 12, 2026

PLANHOLDER:

This Addendum #2 shall become part of the plans, specifications, and contract documents of the above referenced project, and all provisions of the contract shall apply hereto.

Bidders shall acknowledge receipt of all addenda by number in the space provided in the bid documents.

This Addendum #2 covers the following items:

- Franklin County Right of Way Permit - Provided as an attachment.
- Davis Bacon Wages Determination
- Addressing questions that have been received throughout the bidding process (as of 5/11/26 @ 5:00 pm)

The ENGINEER will stop receiving questions as of May 15th at 12:00 PM. All questions received after this time will not be answered.

Franklin County Right of Way Permit

Per the General Notes in the plans, the Contractor shall obtain all required permits prior to commencing construction, including the Franklin County Right-of-Way Permit for all work within Franklin County right-of-way. A blank copy of the Franklin County right-of-way permit has been attached and the associated financial agreements.

Davis Bacon Wage Determination

The wage schedule dated Jan 23, 2026 previously included in the contract documents is the most up to date fee schedule as of 10 days before the bid opening and will set the wages for the duration of the project. The project classification is "Heavy" construction per the Federal Department of Labor. If the contractor would like to add additional wage classifications that are not listed, they can submit Form 1444 to IDEQ to forward on to the Federal Department of Labor to request an additional wage classification for the project. It is recommended that the contractor submit this form as soon as possible after notice of award as they take 30 days to process.

Questions and Answers

Below are the questions that have been submitted with their corresponding answers:

Q: Will there be a way to slow/reroute the flow of Birch Creek? What will that look like when we go to dig the pipe through the creek for the couple of places it crosses?

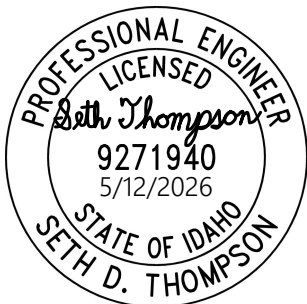
A: The Stream Alteration Permit included in Addendum 1 outlines the method that has been permitted by the State and Army Corps for trenching the creek at the two locations. As noted previously, work in the stream bed cannot begin until after September 15th which will likely mean very low flows in the creek this year. For the crossing at 52+00, there is an existing culvert about 60' upstream that could be blocked with sandbags and the flow gravity piped around the trench. Additionally, there is an existing irrigation check dam and diversion to an irrigation ditch that could be used near 69+50 to divert the flow. The crossing at 71+30 will be more difficult with stream flow from the culvert under the parking area and overflow from the spring box. Temporary check dams and gravity piping around the trenching are a potential solution. Ultimately the contractor may use any means or method that complies with the stream alteration permit to accomplish dewatering.

Q: Is the PG58-34 asphalt binder required? Which asphalt gradation should be used? Is there a RAP limit?

A: A PG58-28 asphalt binder may be used if approved by Franklin County. Asphalt gradation should be ½-inch per detail C/D1 and specification 02511. See the attached special provision SP02511 for RAP limit.

Sincerely,

Seth Thompson, PE
Sunrise Engineering



APPLICATION AND PERMIT TO USE RIGHT-OF-WAY UTILITIES

Start Date: _____

Est. Completion Date: _____

Road Name: _____

Location: _____

NOTICE:
This permit shall not be valid for excavation until, or unless, the provisions of Idaho Code Title 55, Chapter 22 have been complied with.
PRIOR TO EXCAVATION, CALL DIGLINE 1 (800) 342-1585

<p>PUBLIC ROAD SURFACE TYPE:</p> <p>Dirt <input type="checkbox"/> Gravel <input type="checkbox"/> Pavement <input type="checkbox"/></p> <p>UTILITY:</p> <p>Overhead <input type="checkbox"/> Underground <input type="checkbox"/></p>	<p>Distance from: _____ Center Line Right of Way Line</p> <p>Angle of Crossing: _____ Utility Type: _____</p> <p>Size of Pipe: _____ Pressure: _____</p> <p>Vertical Clearance: _____ Depth: _____</p>
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Please include a plan of proposed work and applicable traffic control plans on page back page.

I certify that I am the authorized representative and request permission to construct the above facilities with the highway right-of-way in accordance with the general provisions printed on the reverse side of this form, the special provisions and the plans made a part of this permit.

Name of Company or Owner

Date
Preston ID 83263

Address

City State Zip

Printed Name of Authorized Representative

Signature of Authorized Representative

To Be Completed by Franklin County:

Permit Fee: \$75.00

Deposit: \$ _____

Bond: \$ _____

Total Fees Due: \$ _____

Comments: _____

Subject to all terms, conditions, and provisions shown on this form or attachments, permission is hereby granted to the above-named application to perform the work as described.

Franklin County Road Department Representative

Date

1. A deposit, in an amount to be determined by Franklin County, shall accompany this application. If proper repair is made and accepted within ten (10) days, the deposit will be refunded. If proper repair is not completed within ten (10) days, Franklin County will make the repair, the deposit will be forfeited, and any additional costs will be invoiced to the applicant. A non-refundable administrative fee in an amount to be determined by Franklin County shall also accompany this application.
2. All utilities must be installed under culverts.
3. During the progress of the work, such barricades, lights, and other traffic control devices shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public. Said barricades, lights, and other traffic control devices shall conform to the current issue of the *Manual on Uniform Traffic Control Devices for Streets and Highways*. Parked equipment and stored materials shall be as far from the travel way as feasible. Items left overnight within 30 feet of the travel way shall be marked and/or protected.
4. In accepting this permit, the permittee, its successors and assigns, agree to hold Franklin County harmless from any and all liability on account of the erection, installation, construction, maintenance, or operation of the facilities located under this permit.
5. Any disturbance of the traveled surface of the road and/or traffic control devices shall be restored to the satisfaction of Franklin County. The permittee shall be responsible for proper pavement cut, excavation, backfill, compaction, and asphalt repair. Asphalt repair shall be in accordance with the standard provisions set forth in the highway standards and development procedures for Franklin County.
6. If the work done under this permit interferes in any way with the drainage of the highway, the permittee shall wholly and at their own expense make such provision as Franklin County may direct to take care of the said drainage.
7. On completion of said work herein contemplated, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable to the satisfaction of Franklin County.
8. All of the work herein contemplated shall be done to conform with current government and industry standards, under the supervision and to the satisfaction of Franklin County, and the entire expense of said supervision shall be borne by the permittee.
9. Franklin County hereby reserves the right to order the change of location or the removal of any structure(s) or facility(ies) authorized by the permit. Said change or removal shall be made at the sole expense of the permittee, or its successors and assigns.
10. All such changes, reconstruction or relocation by the permittee shall be done in such a manner as will cause the least interference with any of Franklin County's work.
11. This permit shall not be deemed or held to be an exclusive one and shall not prohibit Franklin County from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent Franklin County from using any of its roads, streets, or public places or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
12. Franklin County may revoke, amend, amplify, or terminate this permit or any of the conditions herein enumerated if permittee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the utility herein granted is not installed or operated and maintained in conformity.
13. The permittee shall maintain, at their sole expense, the structure or subject for which this permit is granted.
14. Adequate drawings or sketches shall be included, showing the existing and/or proposed location of the facility with respect to the existing and/or planned location of the highway improvement, the traveled way, the rights-of-way lines, and, where applicable, the control of access lines and approved access points.
15. If trench or pavement settlement should occur within one year (three years for PUC-regulated utilities) from the date of installation, repairs shall be made by the permittee as directed by Franklin County at no cost to Franklin County. If the permittee fails to make the necessary repairs, Franklin County will make the repairs and invoice the applicant and/or responsible party. No new permits shall be issued to the permittee until such claim has been settled.
16. No work shall be started until an authorized representative of Franklin County has given notice to the permittee to proceed. The permittee shall notify Franklin County to schedule a time for road closure and opening. If the work will prevent emergency traffic from traveling through, the emergency services must be notified.
17. A bond in the amount of \$ _____ is required for the protection of Franklin County as set forth in the terms of the bond.
18. Any replacement of, addition to, or change in the facility granted by this permit shall require a new permit prior to initiation of such work.

Plan of proposed work and applicable traffic control plans:

FINANCIAL GUARANTEE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20____, by and between _____, (hereinafter referred to as "Applicant") and the _____ (hereinafter referred to as the Local Highway Jurisdiction or "LHJ"),

IT IS AGREED:

1. APPLICANT agrees to complete, or cause to be completed, the improvements as shown on Drawing(s) No. _____, Sheet(s) _____ through _____, for _____ (hereinafter referred to as "Project") and in accordance with all special conditions as set forth by the LHJ as are on file in the office of the LHJ, on or before the ____ day of _____, 20____, or such later time as may be extended, in writing, by the LHJ, including the installation of all necessary utility lines, structures and service connections directly associated with the project within the public rights-of-way and easements.

2. APPLICANT agrees to pay for all labor and material costs for completion of the improvements, and the improvements are to be completed free and clear of all liens, encumbrances, assessments or unpaid obligations.

3. APPLICANT agrees that all improvements listed herein shall be completed according to standard specifications adopted by the LHJ and to pay, when due, all fees incurred or charged by the LHJ in connection with this project.

4. APPLICANT has furnished the LHJ with a cash deposit, Surety Bond, or irrevocable letter of credit issued by a financial institution authorized to do business in the State of Idaho, in a form approved by the LHJ in the amount of \$_____ (equal to 125% of the estimated cost of the "public or special improvements" included in the project). Said cash deposit, Surety Bond or letter of credit shall be in force until the construction is acceptable to the LHJ. After acceptance of the roadway by the LHJ, a cash deposit, Surety Bond or letter of credit in the amount of 50% of the construction cost¹ of the improvements shall remain in effect for (1) one year, assuring performance of Applicant's obligations under this agreement. "public or special improvements" are defined as follows: road improvements operated and maintained by the LHJ and others as follows:

In the event the Applicant fails to complete the "public or special improvements" as herein set out, the LHJ, at its option, may complete the project, or cause it to be completed, and the cost thereof in labor, material costs and for the LHJ to perform any observations, tests, and retests, whereby test results of the materials to be used and/or installed are shown not to conform to LHJ's detailed specifications, shall be the amount of liquidated damages, plus court costs and attorney fees incurred by the LHJ in relation thereto, which amounts shall be a charge against the cash deposit, Surety Bond, or letter of credit. The Applicant shall be liable for any deficiency incurred over and above the amount of the cash deposit, bond or letter of credit furnished.

5. LHJ agrees that upon satisfactory completion of the improvements listed herein, in accordance with the specifications and requirements of said LHJ, the LHJ will be responsible for continuous maintenance of the public road(s) within the LHJ's boundaries.

¹ Construction cost to be verified by construction or bid

6. APPLICANT further agrees neither the final certificate of completion nor any provision within this agreement nor partial or entire use of the improvements embraced in this agreement by the LHJ or the public shall constitute an acceptance of work not done in accordance with said approved drawings and LHJ standards and specifications or relieve the Applicant of liability in respect to any or all warranties or responsibility for faulty materials or workmanship. The Applicant shall remedy or shall cause to be remedied promptly any defects in the work and to pay for any damage to other work resulting there from which shall appear within a period of one (1) year from the date of final acceptance of the improvements. The LHJ will give notice of defective materials and work with reasonable promptness.

7. APPLICANT agrees that he shall retain a licensed, Professional Engineer who shall supervise the construction and provide an Engineer's Statement indicating that all improvements are constructed in accordance with the accepted improvement drawings and the adopted LHJ standards and that construction observation was in accordance with Section 5000 of the Highway Standards and Development Procedures Manual of the LHJ.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Local Highway Jurisdiction

CHAIRMAN

ATTEST:

APPLICANT

FINANCIAL GUARANTEE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20____, by and between _____, (hereinafter referred to as "Applicant") and the _____ (hereinafter referred to as the Local Highway Jurisdiction or "LHJ"),

IT IS AGREED:

1. APPLICANT has completed, or caused to be completed, the improvements as shown on Drawing(s) No. _____, Sheet(s) _____ through _____, for _____ (hereinafter referred to as "Project") and in accordance with all special conditions as set forth by the LHJ as are on file in the office of the LHJ, including the installation of all necessary utility lines, structures and service connections directly associated with the project within the public rights-of-way and easements.

2. APPLICANT has paid or agrees to pay for all labor and material costs for completion of the improvements, and the completed improvements are free and clear of all liens, encumbrances, assessments or unpaid obligations.

3. APPLICANT assures that all improvements listed herein are completed in according with the standard specifications adopted by the LHJ and all fees incurred or charged by the LHJ in connection with this project have been paid. Applicant further agrees to pay, when due, all additional fees incurred or charged by the LHJ in connection with this project.

4. Upon acceptance of the roadway by the LHJ, Applicant shall furnish a cash deposit, Surety Bond or irrevocable letter of credit issued by a financial institution authorized to do business in the State of Idaho, in a form approved by the LHJ in the amount of 50% of the construction cost¹ of the "public or special improvements". This guarantee shall remain in effect for (1) one year, after acceptance of the roadway by the LHJ, assuring performance of Applicant's obligations under this agreement. "public or special improvements" are defined as follows: road improvements operated and maintained by the LHJ and others as follows:

5. LHJ agrees that upon satisfactory completion of the improvements listed herein, in accordance with the specifications and requirements of said LHJ, the LHJ will be responsible for continuous maintenance of the public road(s) within the LHJ's boundaries.

6. APPLICANT further agrees neither the final certificate of completion nor any provision within this agreement nor partial or entire use of the improvements embraced in this agreement by the LHJ or the public shall constitute an acceptance of work not done in accordance with said approved drawings and LHJ standards and specifications or relieve the Applicant of liability in respect to any or all warranties or responsibility for faulty materials or workmanship. The Applicant shall remedy or shall cause to be remedied promptly any defects in the work and to pay for any damage to other work resulting there from which shall appear within a period of one (1) year from the date of final acceptance of the improvements. The LHJ will give notice of defective materials and work with reasonable promptness.

7. APPLICANT assures that he retained a licensed, Professional Engineer who supervised the construction and provided an Engineer's Statement indicating that all improvements are constructed in

¹ Construction cost to be verified by construction or bid

accordance with the accepted improvement drawings and the adopted LHJ standards and that construction observation was in accordance with Section 5000 of the Highway Standards and Development Procedures Manual of the LHJ.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Local Highway Jurisdiction

CHAIRMAN

ATTEST:

APPLICANT

SPECIAL PROVISION

HOT PLANT MIX BITUMINOUS SURFACING

**SECTION
SP 02511**

Add the following sections:

02511.1.3 DEFENITIONS

RAP – Acronym for reclaimed asphalt pavement. A granular product recovered from a bituminous pavement containing aggregate and an Asphalt Binder.

2511.2 MATERIALS

02511.2.3 RECLAIMED ASPHALT PAVEMENT (RAP) – Free of detrimental quantities of deltetorious materials. Allowed up to 15 percent by weight of RAP or binder, whichever is lesser, with no change in specified binder grade.