

PROJECT MANUAL
FOR
STATE HIGHWAY 44

PROJECT #1 BENT LANE TO CAN ADA ROAD
PROJECT #2 CAN ADA ROAD TO STAR ROAD

PREPARED BY:



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PREPARED FOR:



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ADVERTISEMENT FOR BIDS

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

State Highway 44, Bent Lane to Star Road

Bids for the construction of the Project will be received at the **Star City Hall** located at **10769 W State St, Star, ID 83669**, until **Thursday, December 15, 2022** at **2 pm** local time. At that time the Bids received will be publically opened and read.

The Project includes the **reconstruction and widening of two bundled State Highway 44 projects in Star, Idaho.**

Obtaining The Bidding Documents

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

<https://qcpi.questcdn.com/cdn/posting/?projType=&group=79&provider=1764065>

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

The Issuing Office for the Bidding Documents is:

Keller Associates, Inc., 100 E Bower Street, Suite 110, Meridian, Idaho 83642

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **8 am and 5 pm**. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Pre-bid Conference

No pre-bid conference for the Project will be conducted.

Instructions to Bidders

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

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

The City of Star reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept the proposal deemed most advantageous to the best interest of the City of Star.

This Advertisement is issued by:

Owner: **City of Star**

By: _____

Title: _____

Date: _____

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

ARTICLE 1—DEFINED TERMS

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

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

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

ARTICLE 3—QUALIFICATIONS OF BIDDERS

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

ARTICLE 4—PRE-BID CONFERENCE

4.01 A pre-bid conference will not be conducted for this Project.

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

5.01 *Site and Other Areas*

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

5.02 *Existing Site Conditions*

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

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

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

5.03 *Other Site-related Documents*

A. No Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

A. It is the responsibility of the Bidder to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

5.05 *Owner’s Safety Program*

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

5.06 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

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

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

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
 - A. Keller Associates, Clifton Koon, P.E., Project Manager, ckoon@kellerassociates.com, 208.288.1992
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than four (4) days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

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

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

ARTICLE 9—CONTRACT TIMES

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

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the Work within seven (7) days after Bid opening.

- 11.02 Per Idaho Code 67-2310, Bidder shall include in their bid the name(s), address(es), and Idaho Public Works Contractors License number(s) of the Subcontractors who will, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air conditioning work, and the electrical work under the general Contract. Failure to name Subcontractors as required by this section shall render any Bid unresponsive and void.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Base Bid with Alternates*

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 Refer to Idaho Code Sections 54-1904b, 54-1904b, and 54-1904d for relief from bids.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- 18.06 The purchase of construction services shall be made pursuant Idaho Statute Title 67, Chapter 28. The acquisition of construction services must be subject to a competitive bidding process made from a qualified public works contractor submitting the lowest bid price complying the bidding procedures and meeting prequalification criteria, if any are provided in accordance with I.C. 67-2805, that are established in the bidding documents. For a Category A bid process, the political subdivision may only consider the amount bid, bidder compliance with the administrative requirements of the bidding process, and whether the bidder holds the requisite State of Idaho

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

ARTICLE 19—BONDS AND INSURANCE

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

ARTICLE 20—SIGNING OF AGREEMENT

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

ARTICLE 21—STATE OF IDAHO STATUTORY PROVISIONS

- 21.01 Additional State of Idaho Statutory provisions to be aware of:

- A. Title 54, Chapter 19, *Public Works Contractors*.
1. Idaho Code Section 54-1920(2) regarding a public officer who lets a contract to an unlicensed firm may be held personally liable.
 2. Idaho Code Section 54-1926 regarding the requirement for payment and performance bonds on all public works projects over \$50,000.
 3. Idaho Code Section 54-1928 regarding agencies and officials may be held liable for failure to obtain bonds.
- B. Idaho Code Title 46, Chapter 10, *State Disaster Preparedness Act*, regarding emergency exceptions,
- C. Idaho Code Section 67-2348, *Preference for Idaho Domiciled Contractors on Public Works*,
- D. Idaho Code Section 67-2349, *Preference for Idaho Suppliers and Recycled Paper Products for Purchases*.

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Star, 10769 W State St, Star, ID 83669**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

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

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

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):
 - 1. Lump Sum Price for Base Bids and Alternates [write pricing in numbers]

| | |
|--|----|
| LUMP SUM BID PRICE FOR PROJECT #1 BASE BID | \$ |
| LUMP SUM BID PRICE FOR PROJECT #2 BASE BID | \$ |
| TOTAL PROJECT #1 BASE BID + PROJECT #2 BASE BID | \$ |

| | |
|--|----|
| LUMP SUM BID PRICE FOR PROJECT #2 ALTERNATE A: NORTHSIDE FROM STA 100+00 TO 125+00 | \$ |
| LUMP SUM BID PRICE FOR PROJECT #2 ALTERNATE B: SOUTHSIDE FROM STA 100+00 TO 125+00 | \$ |
| LUMP SUM BID PRICE FOR PROJECT #2 ALTERNATE C: ALBERTSON'S APPROACH RIGHT TURN LANE | \$ |

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete on or before June 15, 2023 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days of the substantial completion date.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

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

- 5.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

| Addendum Number | Addendum Date |
|-----------------|---------------|
| | |
| | |
| | |

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder’s Representations*
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

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

BID BOND (PENAL SUM FORM)

| | |
|--|--|
| <p>Bidder Name: Address (<i>principal place of business</i>):</p> | <p>Surety Name: Address (<i>principal place of business</i>):</p> |
| <p>Owner Name: Address (<i>principal place of business</i>):</p> | <p>Bid Project (<i>name and location</i>): Bid Due Date:</p> |
| <p>Bond Penal Sum: Date of Bond:</p> | |
| <p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p> | |
| <p>Bidder</p> | <p>Surety</p> |
| <p style="text-align: center;"><i>(Full formal name of Bidder)</i></p> | <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p> |
| <p>By: _____ <i>(Signature)</i></p> | <p>By: _____ <i>(Signature) (Attach Power of Attorney)</i></p> |
| <p>Name: _____ <i>(Printed or typed)</i></p> | <p>Name: _____ <i>(Printed or typed)</i></p> |
| <p>Title: _____</p> | <p>Title: _____</p> |
| <p>Attest: _____ <i>(Signature)</i></p> | <p>Attest: _____ <i>(Signature)</i></p> |
| <p>Name: _____ <i>(Printed or typed)</i></p> | <p>Name: _____ <i>(Printed or typed)</i></p> |
| <p>Title: _____</p> | <p>Title: _____</p> |
| <p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p> | |

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

SECTION 00 43 33 – BASE AND ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes description, administrative and procedural requirements for alternates.
- B. This project includes two bundled project for the reconstruction of State Highway 44. The first project (Project #1) is from Bent Lane to Can Ada Road. The second project (Project #2) is from Can Ada Road to Star Road.
- C. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost for each alternate is the net addition to the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.2 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the add alternate into Project.
 - 1. Include as part of each add alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted add alternates under the same conditions as other work of the Contract.
- C. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PROJECT 1

- A. PROJECT #1 BASE BID
 - 1. Complete all work indicated on the Plans and the Specifications between Station 485+00 to Station 496+26.65 by June 15, 2023, with a Notice to Proceed date issued on or before February 15, 2023.

B. PROJECT #1 SCHEDULE OF ALTERNATES

1. NONE

3.2 PROJECT 2

A. PROJECT #2 BASE BID

1. Complete all work indicated on the Plans and the Specifications between Station 125+00 to Station 150+58.40 by June 15, 2023, with a Notice to Proceed date issued on or before February 15, 2023.

B. PROJECT #2 SCHEDULE OF ALTERNATES

1. Alternate A: Northside from STA 100+00 to STA 125+00
 - a. Includes all improvements from Station 100+00 to 125+00 north of centerline of SH-44 as shown on the plans.
2. Alternate B: Southside from STA 100+00 to STA 125+00
 - a. Includes all improvements from Station 100+00 to 125+00 south of centerline of SH-44 as shown on the plans.
3. Alternate C: Right Turn Lane from STA 132+45 to STA 135+00
 - a. Includes all improvements from Station 132+45 to Station 135+00 associated with the new Albertson's approach right turn lane. The turn lane as shown in the plans augmented to the existing pavement on the north side of the roadway.

END OF SECTION 00 43 33

SECTION 00 43 36 - NAMING OF SUBCONTRACTORS

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

Electrical Subcontractor Name and Address

License Number

This form must be included for all bids.

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

This Agreement is by and between **City of Star** (“Owner”) and **[name of contracting entity]** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Reconstruction and Widening of State Highway 44, N. Bent Lane to Star Road (MP 9.29 to MP 10.56).**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **SH-44, Bent Lane to Star Rd.**

ARTICLE 3—ENGINEER

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

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

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times:*

A. For the Base and Alternates, the Work will be substantially complete on or before June 15, 2023, or December 1, 2022 if Alternate C is awarded, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within thirty days of the substantial completion date.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or mediation proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$3,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, a lump sum of \$ _____, consisting of the Base Bid Work, and additive bid(s) _____.
 - B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **fourth Friday** of month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **Ninety-five** percent of the value of the Work completed (with the balance being retainage).
 - b. **Ninety-five** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **one hundred** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **two hundred** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual.
 6. Drawings (not attached but incorporated by reference) consisting of 2 sets of plan sheets; Project one contains 19 sheets with each sheet bearing the following general title: **Norterra Subdivision Phase 1**, and Project 2 contains **59** sheets with each sheet bearing the following general title: **SH-44 CAN ADA RD TO STAR RD**
 8. Addenda (numbers _____ to _____, inclusive).
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

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

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.
13. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of goods or services from Israel or territories under its control pursuant to Idaho Code Section 67-2346. The provisions of this statute do not apply to contracts less than one hundred thousand dollars (\$100,000) or to contractors with fewer than ten (10) employees.
- C. Contractor certifies that it will comply with conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code, requiring the employment of ninety-five percent (95%) bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to work in the United States.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPWC Division 100 EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____

PERFORMANCE BOND

| | |
|---|--|
| <p>Contractor Name: Address <i>(principal place of business)</i>:</p> | <p>Surety Name: Address <i>(principal place of business)</i>:</p> |
| <p>Owner Name: Mailing address <i>(principal place of business)</i>:</p> | <p>Contract Description <i>(name and location)</i>: Contract Price: Effective Date of Contract:</p> |
| <p>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 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> | |
| <p>Contractor as Principal</p> | <p>Surety</p> |
| <p>_____ <i>(Full formal name of Contractor)</i></p> | <p>_____ <i>(Full formal name of Surety) (corporate seal)</i></p> |
| <p>By: _____ <i>(Signature)</i></p> | <p>By: _____ <i>(Signature)(Attach Power of Attorney)</i></p> |
| <p>Name: _____ <i>(Printed or typed)</i></p> | <p>Name: _____ <i>(Printed or typed)</i></p> |
| <p>Title: _____</p> | <p>Title: _____</p> |
| <p>Attest: _____ <i>(Signature)</i></p> | <p>Attest: _____ <i>(Signature)</i></p> |
| <p>Name: _____ <i>(Printed or typed)</i></p> | <p>Name: _____ <i>(Printed or typed)</i></p> |
| <p>Title: _____</p> | <p>Title: _____</p> |
| <p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p> | |

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

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

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

the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

- 13.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 13.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 13.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 13.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
14. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
15. Modifications to this Bond are as follows: **None**

PAYMENT BOND

| | |
|---|--|
| <p>Contractor Name: Address <i>(principal place of business)</i>:</p> | <p>Surety Name: Address <i>(principal place of business)</i>:</p> |
| <p>Owner Name: Mailing address <i>(principal place of business)</i>:</p> | <p>Contract Description <i>(name and location)</i>: Contract Price: Effective Date of Contract:</p> |
| <p>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</p> | |
| <p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p> | |
| Contractor as Principal | Surety |
| <hr/> <i>(Full formal name of Contractor)</i> | <hr/> <i>(Full formal name of Surety) (corporate seal)</i> |
| By: <hr/> <div style="text-align: center;"><i>(Signature)</i></div> | By: <hr/> <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div> |
| Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div> | Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div> |
| Title: <hr/> | Title: <hr/> |
| Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div> | Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div> |
| Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div> | Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div> |
| Title: <hr/> | Title: <hr/> |
| <p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p> | |

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

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

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

SECTION 00 62 76 - IDAHO STATE TAX REQUIREMENTS

PART 1 - GENERAL

1.1 TAX REPORTING REQUIREMENTS

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

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

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

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

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

1. To pay promptly when due all taxes (other than on real property) excises and license fees due to the State, its corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of, such term;
2. That if the said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof,
3. That, in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxing units to which said contractor is liable."

CONTRACTOR

By: _____

Name: _____

Address: _____

(Seal)
ATTEST:

Name: _____

AFFIDAVIT OF PAYMENT OR SECUREMENT
OF ALL TAXES

STATE OF _____
County of _____ }ss.

The Contractor, _____, being first duly sworn, on oath deposes and says that he is in conformance with Idaho Code 63-1502; that he is authorized to do business in the State of Idaho and that he can furnish satisfactory evidence that he has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable, now due or delinquent, including assessments, excises and license fees levied by the State of Idaho or any taxing unit within the State of Idaho.

DATED this _____ day of _____ 20____.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Notary Public for _____

Residing at _____

Commission Expires _____

State of Idaho
DEPARTMENT OF REVENUE AND TAXATION
STATE TAX COMMISSION

PUBLIC WORKS CONTRACT TAX RELEASE

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

EFO00234
04-27-11

Idaho State Tax Commission
REQUEST FOR TAX RELEASE

Date: _____

PART I -- AWARDING AGENCY INFORMATION:

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

PART II -- CONTRACTOR INFORMATION:

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

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

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

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

NOTE: We will email all copies unless otherwise requested.

PART IV -- PROJECT INFORMATION:

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

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

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

| List materials | List dollar values of materials |
|----------------|---------------------------------|
| | \$ |
| | \$ |
| | \$ |

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

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

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

Idaho State Tax Commission

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

WH-5 Public Works Contract Report

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

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

| | |
|--|------------------------|
| PROJECT DATA | |
| Scheduled project start date: _____ | Completion date: _____ |
| If the following information is not available at this time, please indicate date it will be available: _____ | |

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

Refer to
tax.idaho.gov
for current form

EFO00168 04-28-11

ALL SUBCONTRACTORS (CONTINUED)

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

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

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

SUPPLIERS

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

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

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

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

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

Refer to
tax.idaho.gov
for current form

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

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

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

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement ISPWC Division 100, Standard General Conditions of the Construction Contract. The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

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

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

2.03 Before Starting Construction

SC-2.03 Add Paragraph 2.03.B:

- B. Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to the Owner (or Engineer) the following:
 1. WH-5 Public Works Contract Report in conformance with Idaho Code Sections 54-1904A and 63-3624(g), and
 2. Affidavit of Payment of Securement of all taxes in conformance with Title 63, Chapter 15 Idaho Code.

2.06 *Electronic Transmittals*

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

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

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party’s use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions (“System Infrastructure”) at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

- 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology (“IT”) for maintaining operations of its System Infrastructure during the Project, including coordination with the party’s individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.03 *Reference Points*

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

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

4.05 *Delays in Contractor’s Progress*

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

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

Table 4.05 – Anticipated Weather Days per Month

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

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

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

| Report Title | Date of Report | Technical Data |
|--------------|----------------|---------------------------|
| | | [Identify Technical Data] |
| | | |
| | | |

- F. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at [location] during regular business hours, or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

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

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

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

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

6.03 *Contractor’s Insurance*

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

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

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

- E. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

- F. *Commercial General Liability—Form and Content*: Contractor’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- H. *Commercial General Liability—Minimum Policy Limits*

| Commercial General Liability | Policy limits of not less than: |
|---|--|
| General Aggregate | \$2,000,000 |
| Products—Completed Operations Aggregate | \$2,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Bodily Injury and Property Damage—Each Occurrence | \$1,000,000 |

- I. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

| Automobile Liability | Policy limits of not less than: |
|---|--|
| Bodily Injury | |
| Each Person | \$1,000,000 |
| Each Accident | \$1,000,000 |
| Property Damage | |
| Each Accident | \$1,000,000 |
| Combined Single Limit | |
| Combined Single Limit (Bodily Injury and Property Damage) | \$1,000,000 |

- J. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

| Excess or Umbrella Liability | Policy limits of not less than: |
|-------------------------------------|--|
| Each Occurrence | \$5,000,000 |
| General Aggregate | \$5,000,000 |

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

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

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

| Unmanned Aerial Vehicle Liability Insurance | Policy limits of not less than: |
|--|--|
| Each Claim | \$100,000 |
| General Aggregate | \$500,000 |

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.03 *Labor; Working Hours*

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

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

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER’S RESPONSIBILITIES

<<Keller’s current contract does not include construction phase services. Update this section once roles and responsibilities are contractually agreed upon. ITD permit language requires inspection at a similar level as their in-house projects. >>

9.13 *Owner’s Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner’s Site Representative*

- A. Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative is not Engineer’s consultant, agent, or employee. Owner’s Site Representative will be [here identify individual or entity]. The authority and responsibilities of Owner’s Site Representative follow: [Here describe the duties and activities of the Owner’s Site Representative.]

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

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

- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
- b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests*: Review Applications for Payment with Contractor.

7. *Completion*

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

D. The RPR will not:

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

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

[A. Owner will furnish Project representation during the construction period. The duties, responsibilities and limitations of the authority specified for the Engineer in Article 9-ENGINEERS STATUS DURING CONSTRUCTION, and elsewhere in the Contract Documents will be those of the Owner.] or

[B. In addition to the Resident Project Representative furnished by the Engineer, Owner will furnish an Owner's site representative to assist Engineer. The responsibilities, authorities and limitations of authority of the Owner's site representative will be [C: as specified for the Engineer's Resident Project Representative.] [D: as described below.

10.07.A.1 Responsibilities and Authorities:

10.07.A.2 Limitations of Authority:]

ARTICLE 11—CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

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

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment by EquipmentWatch.

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

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

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

No Supplementary Conditions in this Article.

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

No Supplementary Conditions in this Article.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Mediation*

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

- A. All appealed or unsettled claims, disputes or other matters between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof, (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 15.07) shall first be submitted to mediation under the Construction Industry Mediation Rules of the American Arbitration Association then obtaining prior to either of

them exercising any rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

- B. Should the mediation be unsuccessful, (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 15.07) and is terminated by written notice to all involved by Mediator or Owner or Contractor, the dispute resolution process shall revert to Article 12 in the General Conditions, as if the mediation had been a second phase of the unsuccessful executive negotiation.
- C. Notice of demand for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association with a copy to the Engineer for information. Any demand for mediation of any appealed or unsettled claim, dispute or other matter that is required to be referred to Engineer initially for decision shall be filed by the appealing party within 30 days after the executive negotiation has been declared unsuccessful by the Owner or Contractor, and in all other cases within a reasonable time after the unsettled claim, dispute or other matter has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such unsettled claim, dispute or other matter would be barred by the applicable statute of limitations. Failure to demand mediation within said 30 day period will result in Engineers' decision being final.

17.03 *Attorneys' Fees*

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

ARTICLE 18—MISCELLANEOUS

No Supplementary Conditions in this Article.

END OF SUPPLEMENTARY CONDITIONS

SECTION 01 00 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The Work to be performed under this Contract shall consist of the reconstruction and widening of State Highway 44 between Can-Ada Road and Star Road.
- B. Project Elements – The major project elements for the roundabout construction project are listed below:
 - 1. Earthwork excavation and asphalt milling.
 - 2. Site grading.
 - 3. Import and placement of base and subbase materials.
 - 4. Placement of concrete curbs and sidewalks.
 - 5. Asphalt paving.
 - 6. Construction of driveway approaches.
 - 7. Placement of shoulder treatment.
 - 8. Installation of permanent signage.
 - 9. Roadway striping and application of thermoplastic.

1.2 CONTRACT TIME

- A. The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

1.3 LIQUIDATED DAMAGES

- A. Provisions for liquidated damages are set forth in the Agreement.

1.4 SUBSTANTIAL COMPLETION

- A. The Work will be deemed substantial complete when the roadway is open for traffic without impediment.

1.5 PUBLIC WORKS CONTRACTOR'S LICENSE

- A. Any Contractor, Subcontractor, or Specialty Contractor is required to have a current license as a Public Works Contractor in the State where the work is to be completed in order to submit a bid or proposal on this contract.

1.6 PERMITS

A. Street lighting electrical permit shall be obtained from...

1.7 WAGE RATES

A. The general prevailing rate of wages, as determined by the Secretary of Labor, is not a requirement of this project.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01000

SECTION 01 31 19 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Contractor shall attend all Project meetings. Contractor's representative shall include Supervisor or Superintendent and shall have the required authority to commit the Contractor to solutions agreed upon. Other Contractor and subcontractor representatives may attend Project meetings as desired.
- B. Contractor shall provide all pertinent Work-related reports or documents for each meeting as requested by the Owner.
- C. Engineer will record minutes of all meetings and will furnish one (1) copy to the Contractor. Recipients of copies may make and distribute such other copies as they wish.
- D. Contractor shall advise the Engineer of any inaccuracies, discrepancies, objections, or missing items in the minutes within five (5) calendar days of receipt of the minutes.

1.2 PRECONSTRUCTION CONFERENCE

- A. A preconstruction conference will be convened to designate responsible personnel, discuss scheduling, submittal procedures, pay applications processing, project supervision, coordination, progress reports, payrolls, labor provisions, and to establish a working understanding among the parties as to the Work. The Contractor will be responsible to have all subcontractors and major suppliers represented at the preconstruction meeting. However, the Contractor should be prepared to discuss all of the items listed below.
 - 1. Status of Contractor's insurance and bonds.
 - 2. Issuance of Notice to Proceed
 - 3. Contractor's initial schedules per Article 2 of the General Conditions
 - 4. Contractor's schedule of values per Article 2 of the General Conditions
 - 5. Material testing and reporting procedures
 - 6. Transmittal, review, and distribution of Contractor's submittals.
 - 7. Processing applications for payment procedures.
 - 8. Maintaining record documents.
 - 9. Field decisions and Change Orders procedures.
 - 10. Contractor's assignments for safety and first aid.
 - 11. Submittal Transmittal Form which the Engineer will furnish.

- B. Unless previously submitted to the Engineer, the Contractor shall bring to the conference one copy each of the following:
 - 1. A preliminary schedule of Shop Drawings, Samples, and proposed Substitute or Equal submittals listed in the Bid.
 - 2. A list of all permits and licenses the Contractor shall obtain indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit.
 - 3. A preliminary schedule of values in accordance with the bid schedule.
 - 4. Initial construction schedule including the procurement of materials and items requiring long-lead time.
- C. The Engineer will preside at the preconstruction conference and will arrange for keeping and distributing the minutes to all persons in attendance.
- D. The Contractor and its subcontractors should plan on the conference taking no more than 2 hours.

1.3 PROGRESS MEETINGS

- A. The Engineer will arrange and chair weekly progress meetings. These meetings will be held at the project site and held throughout the course of construction. The Contractor is to ensure that an authorized representative, having authority to act for and on behalf of the Contractor and having full knowledge of the Work and the contract schedule attend the meetings.
- B. Representatives of the Contractor's suppliers and subcontractors, and parties providing services for the same, may attend the meeting if the Contractor elects to invite them to assist the Contractor's representatives at the meetings.
- C. Relay agenda items to Engineer at least 24 hours prior to meeting.
- D. Suggested Progress Meeting Agenda
 - 1. Review of Work progress
 - 2. Field observations, problems, and conflicts
 - 3. Problems that impede construction schedules
 - 4. Review of off-site fabrication and delivery schedules
 - 5. Corrective measure and procedures to regain projected schedules
 - 6. Revisions to construction schedules
 - 7. Plan progress schedules during succeeding work period
 - 8. Coordination of schedules

9. Review submittal schedules, field orders, change orders, RFIs, and pay applications; expedite as required
10. Maintenance of quality standards
11. Review proposed changes for effect on construction schedules and on completion dates
12. Other business

1.4 OTHER MEETINGS

- A. Other meetings will be held from time to time as may be requested by the Owner or Contractor. Time and place of meeting shall be as mutually agreed upon. Those required to be in attendance at meetings shall be as requested.
- B. Other meetings shall also include meetings with regulatory agencies. When requested, the Contractor shall attend meetings held or required by governmental regulatory agencies having jurisdiction of the Work.
- C. Other meetings also include Post-Construction Conference. The Post-Construction Conference will be held prior to initial acceptance of the Work to discuss and resolve all unsettled matters.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01 31 19

SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Scheduling of the Work shall be performed by the Contractor in accordance with the requirements of this Section. The purpose of the Construction Schedule is to allow the Contractor to prepare an orderly plan to aid in the timely completion of the project.
- B. Development of the schedule and project status reporting requirements of the Contract shall employ computerized Critical Path Method (CPM) scheduling.
- C. The approved Construction Schedule shall be used to plan and execute the Work, to measure the progress of the Work, and to aid in evaluating time extensions.
- D. Failure to maintain the Construction Schedule in an approved status may result in the Owner withholding a monetary penalty against the responsible Contractor(s) until the schedule is approved as set forth in 3.4 of this Section.

PART 2 - PRODUCTS

2.1 CONSTRUCTION SCHEDULE

- A. Prepare a detailed construction schedule in graphic form showing duration and proposed dates of starting and completing each major division of the Work. The schedule is to be consistent with the time and order of Work requirements of the specifications, and is to be the basis of the Contractor's operations. Prepare the schedule utilizing a Gantt chart (bar type) or similar method that connects related activities.
- B. Sufficient detail shall be included for the identification of subdivisions of the Work. The Work should be broken in into activities such as mobilization, traffic control, surveying, excavation, embankment, stormwater systems, subbase, base, concrete curb, approaches, pavement, lighting, and pavement markings and striping.
- C. Submit a horizontal bar chart with separate line for each section of Work, identifying first work day of each week.
- D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration. Clearly indicate critical path and activities/items on the critical path.
- E. Indicate estimated percentage of completion for each item of Work at each submission.
- F. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

PART 3 - EXECUTION

3.1 INITIAL SCHEDULE SUBMITTAL

- A. The Contractor shall submit two short-term schedule documents at the Pre-construction Conference which shall serve as the Contractor's Plan of Operation for the initial 30-day period of the Contract Time, and to identify the manner in which the Contractor intends to complete all Work within the Contract Time.
- B. The bar chart shall show the accomplishment of the Contractor's early activities (mobilization, permits, submittals necessary for early material and equipment procurement, and long lead, CPM submittals, initial site work and other submittals and activities required in the first 30 days).
- C. Following the Contractor's receipt of the Engineer's review comments, the Contractor shall correct the schedule to identify missing activities and relationships relevant to the Scope of Work. No time extensions will be granted to complete activities not initially included in the Contractor's Construction Schedule.
- D. To the extent that there are any conflicts between the approved Construction Schedule and the requirements of the Contract Documents, the Contract Documents shall govern.

3.2 FINAL CONSTRUCTION SCHEDULE SUBMISSION

- A. The Final Construction Schedule shall be submitted for approval within 30 calendar days after Notice to Proceed is issued. It shall provide a reasonable level of detail and a reasonable sequence of activities which represent Work through the entire project.
- B. The Construction Schedule shall show the sequence and interdependence of activities required for complete performance of the Work, beginning with Contractor's receipt of the Notice to Proceed and concluding with the date of Final Completion of the Contract. The Project Schedule shall show all activities in workdays, with allowance for holidays and the effects of normal weather conditions on outside work.
- C. The Construction Schedule shall comply with all limits imposed by the Scope of Work, with all contractually specified intermediate milestones and completion dates, and with all constraints, restraints, or sequences included in the Contract.
- D. Procurement Activities: Prepare the schedule in chronological order of submittals. Show specification section of the submittal, name of contractor and generic description of work covered. Include activities to cover the complete procurement process to include but not limited to: submittal, review, approval, resubmittal, procurement, fabrication, delivery, permits, and similar pre-construction work.
- E. Manpower:
 - 1. All activities shall have an estimate of the average number of workers per day that are expected to be used during the execution of the activity.
 - 2. Identification of any manpower, material or equipment restrictions, as well as any activity requiring unusual shift work, such as two (2) shifts per day, six (6) day

work week, specified overtime, or work at times other than regular days or hours, shall clearly be identified in the Project Schedule.

3. Critical or near Critical Paths resulting from the use of manpower or equipment restraints shall be kept to a minimum. (Near Critical Paths are defined as paths having 10 workdays or less of total float.)
- F. Responsibility: All activities shall be identified in the Construction Schedule by the party responsible to perform the Work. Responsibility includes, but is not limited to, the Contracting Firm, the Subcontracting Firm, Contractor Workforce, or Agency performing a given task. Activities shall not belong to more than one responsible party.
- G. Work Areas:
1. Arrange the schedule to show each major area of construction for each major category or unit of Work.
 2. All activities shall be identified in the Construction Schedule by the Work area in which the activity occurs. Activities shall not be allowed to cover more than one work area.
- H. Modification or Claim Number: Any activity that is added or changed by a change order or used to justify any claimed time, shall be identified by change order code that changed the activity. Activities shall not belong to more than one change order.
- I. Milestones: The Construction Schedule shall start no earlier than the date that the Notice to Proceed (NTP) was issued. Milestone dates are defined in calendar days following the date set forth in the Notice to Proceed and are required to be met by all Contractors. Time is of the essence for the completion of Milestones and for the Contract Completion date.

3.3 PERIODIC SCHEDULE UPDATES

- A. Submit revised schedule with each Application for Payment, identifying changes since previous version.
- B. Provide recommendations for adjusting the Construction Schedule to meet milestone completion and Contract completion dates (include why the schedule needs adjusting, i.e., change order, weather, contractor resources, etc.).
- C. The Contractor shall prosecute the Work in accordance with the approved Construction Schedule. Out of sequence construction, defined as a change from the Construction Schedule in the Contractor's actual operation, requires prior approval from the Engineer.
- D. Upon the approval of a change order or the issuance of a unilateral change order by the Owner the agreed-upon change order activities, activity durations, logic and impacts shall be reflected in the next schedule submittal by the Contractor.

3.4 PAYMENT FOR CPM SCHEDULES

- A. The Contractor's attention is directed to the condition that 2% of the total Contract Price will be deducted from any money due the Contractor as progress payments until the Original CPM Schedule Submittal listed above has been completed as specified. The

aforementioned amount will be retained by the Owner as agreed, estimated value of completing the original schedule. Any such retention of money for failure to complete all such mobilization items as a lump-sum item shall be in addition to the retention of any payments due to the Contractor as specified in the General Conditions of the Contract.

- B. Approval of subsequent monthly pay requests may be delayed unless accompanied by a copy of the monthly update to the CPM schedule as described above. Extensive delays in submission of the monthly update may constitute sufficient basis for the Engineer to recommend withholding of some or all of any payment.

END OF SECTION 01 32 16

SECTION 01 33 00 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 WORK INCLUDED

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

1.2 ENGINEER'S REVIEW PERIOD

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

1.3 SUBMITTAL PROCEDURES

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

- E. Identify Project, Contractor, subcontractor or supplier, pertinent Drawing sheet and detail number(s), and specifications section number, as appropriate.
- F. All Contractor shop drawings submittals shall be carefully reviewed by an authorized representative of the Contractor, prior to submission to the Engineer. Each submittal shall be dated, signed, and certified by the Contractor, as being correct and in strict conformance with the Contract Documents. In the case of shop drawings, each sheet shall be so dated, signed, and certified. No consideration for review by the Engineer of any Contractor submittals will be made for any items which have not been so certified by the Contractor. All non-certified submittals will be returned to the Contractor without action taken by the Engineer, and any delays caused thereby shall be the total responsibility of the Contractor.
- G. Do not mark the submittals in red. Ensure that any marks are duplicated on all copies submitted. Outline the marks on reproducible transparencies in a rectangular box.
- H. Coordinate submission of related items.
- I. Identify variations from Contract Documents and product or system limitation which may be detrimental to successful performance of the completed Work.
- J. Provide space for Contractor and Engineer Review stamps.
- K. Submit electronic submittals to:
Clifton Koon
100 E Bower St, Suite 110
Meridian, ID 83642
ckoon@kellerassociates.com
- L. Electronic submittals:
 - 1. Electronic submittals shall be submitted in PDF format and combined into a single file.
 - 2. Engineer will return comments only.
 - 3. Contractor is responsible for distributing copies of the submittal and Engineer's comments to concerned parties.
 - 4. Engineer may require hard copies in lieu of an electronic submittal if, in the opinion of the Engineer, the electronic submittal is difficult to read.
- M. Revise and resubmit submittals as required, identify all changes made since previous submittals.
- N. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.4 DEVIATIONS FROM CONTRACT

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

1.5 SHOP DRAWINGS

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

1.6 ORGANIZATION

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

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

1.7 EFFECT OF ACCEPTANCE OF CONTRACTOR INFORMATION

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

1.8 PRODUCT DATA AND SAMPLES

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

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PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01 33 00

STANDARD SUBMITTAL FORM

Transmittal of Shop Drawing or Submittal

CONTRACTOR: <CONTRACTOR NAME>

Tracking No. **XXXXXX**

Item covered by this submittal

Refer to the following attachment(s) for a detailed description of the item.

Applicable specification section(s)

- First Submittal OR Resubmittal No. _____
- This item is as specified OR This item is a substitution/or equal
- Supplier/Subcontractor certifies:
- Conforms to contract
 - Minor deviations as specifically noted
 - Major deviations as specifically noted

Review Priority: 1 2 3

Due Date: **XX-XX-XX** (Engineer's standard review period is 14 days)

Notes to Engineer:

Date Received by Contractor: _____ Date Returned to Subcontractor/Supplier _____

Contractor Comments:

Deviations Specifically Noted

SECTION 01 50 00 - TEMPORARY CONSTRUCTION FACILITIES

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall be responsible to provide all equipment including that required for office, sanitation, signage, lighting, etc.

1.2 SAFETY

- A. Appropriate first aid facilities and supplies shall be kept and maintained by the Contractor at the site of the work. All persons within the construction area shall be required to wear protective helmets and eye protection. In addition, all employees of the Contractor and his subcontractors shall be provided with, and required to use, personal protective and life saving equipment as set forth in "Subpart E" of the OSHA Safety and Health Standards for Construction (29CFR 1926) including all of its amendments.

1.3 TEMPORARY FACILITIES

- A. Contractor shall obtain all necessary permits, arrange for connection of utilities, and pay all required fees and utility costs associated with the work site during the construction activities.
- B. Locations of storage areas shall be subject to Owner's approval, but shall remain the responsibility of the Contractor. Location shall not interfere with drainage, traffic, or private property.
- C. Contractor shall set up and maintain in a neat and orderly manner all temporary construction facilities.

1.4 DUST ABATEMENT

- A. The Contractor shall prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from dust originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Engineer.

1.5 RUBBISH CONTROL

- A. During the progress of the Work, the Contractor shall keep the Site and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the Site, and shall establish regular intervals of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the Site in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

1.6 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. The Contractor shall provide either new or used materials and equipment, which are in substantially undamaged condition and without significant deterioration and which are recognized in the construction industry, by compliance with appropriate standards, as being suitable for intended use in each case. Where a portion of temporary utility is provided by utility company, the Contractor shall provide the remaining portion with matching and compatible materials and equipment and shall comply with recommendations of utility company.

PART 3 - EXECUTION

3.1 INSTALLATION OF TEMPORARY UTILITY SERVICES

- A. Wherever feasible, the Contractor shall engage the utility company to install temporary service to project, or as a minimum, to make connection to existing utility service; locate services where they will not interfere with total project construction Work, including installation of permanent utility services; and maintain temporary services as installed for required period of use; and relocate, modify or extend as necessary from time to time during that period as required to accommodate total project construction Work.
- B. Temporary connections for electricity shall be subject to the power company representative, and shall be removed in like manner at the Contractor's expense prior to final acceptance of the Work.

- C. Construction Wiring: Wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. Electrical facilities shall conform to the requirements of Subpart K of the OSHA Safety and Health Standards for Construction.

3.2 STORM WATER

- A. All storm water runoff and control of soil erosion shall be managed as outlined in Specification Section 01572 – Stormwater Pollution Prevention Plan.

3.3 INSTALLATION OF SANITARY FACILITIES

- A. Fixed or portable chemical toilets shall be provided wherever needed for the use of Contractor's employees. Toilets at construction job sites shall conform to the requirements of Subpart C Section 1926.51 of the OSHA Standards for Construction.
- B. The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the Site in a manner satisfactory to the Engineer and in accordance with all laws and regulations pertaining thereto.
- C. The Contractor shall coordinate with the Owner for obtaining sewer connection and shall pay all permit and sewer usage charges. The sewer capacity charges will be paid by the Owner.

3.4 OPERATIONS AND TERMINATIONS

- A. Prior to placing temporary utility services into use, the Contractor shall inspect and test each service and arrange for governing authorities' required inspection and tests, and obtain required certifications and permits for use thereof.
- B. The Contractor shall maintain distinct markers for underground lines, and protect from damage during excavating operations.
- C. When need for a temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than time of substantial completion, the Contractor shall promptly remove installation unless requested by Engineer to retain it for a longer period. The Contractor shall complete and restore Work which may have been delayed or affected by installation and use of temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces.
- D. Before final acceptance of the Work on the project, all temporary connections and piping installed by the Contractor shall be entirely removed, and all affected improvements shall be restored to original condition or better, to the satisfaction of the Engineer and to the Owner.

END OF SECTION 01 50 00

SECTION 01 57 12 - CONSTRUCTION SITE DISCHARGE (SWPPP)

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Construction activities that disturb one acre or more are regulated under the Idaho Pollutant Discharge Elimination System (IPDES) Regulations for Storm Water Discharges. The Idaho Department of Environmental Quality (IDEQ) has created a Construction General Permit (CGP) which outlines a set of provisions construction operators must follow to comply with the requirements of the IPDES storm water regulations.
- B. The IPDES through the CGP governs the construction activities to prevent and control soil erosion, transport, sedimentation, and further water and air pollution that may degrade receiving waters including rivers, streams, lakes, reservoirs, groundwater and wetlands. The control measures contained herein shall be installed and maintained through the construction contract and coordinated with any permanent or temporary pollution control feature specified elsewhere on the plans and in the specifications to assure effective and continuous water pollution control throughout the construction and post construction periods. The controls may include silt fences, straw wattles, rock berms, diversion dikes, interceptor swales, sodding, mulching, soil retention blankets, or other structural or non-structural stormwater pollution controls. Any and all erosion control structures and stabilization practices will be inspected, maintained by the Contractor on a weekly basis, and after any storm event of 0.25 inches or greater. The Contractor will all keep a detailed record of inspections, maintenance and discharge events.
- C. The Owner reserves the right to have required temporary erosion sedimentation and water pollution prevention and control work performed by others should the Contractor fail to perform required temporary erosion, sedimentation, and water pollution prevention and control work in a timely fashion or should the Contractor fail to prevent and control soil erosion, sedimentation, and water pollution which may degrade receiving water. All costs, including engineering, for the work required shall be borne by the Contractor.

1.2 REFERENCES

- A. Agency Documents:
 - 1. Construction General Permit and Related Documents:
<https://www.deq.idaho.gov/water-quality/wastewater/storm-water/>
 - 2. Catalog of Stormwater Best Management Practices for Idaho Cities and Counties:
<https://www2.deq.idaho.gov/admin/LEIA/api/document/download/14968>
 - 3. Construction General Permit Resources, Tools, and Templates:
<https://www.epa.gov/npdes/construction-general-permit-resources-tools-and-templates#swppp>

B. Other guidance documents:

1. Customizable SWPPP template for construction site operators in unauthorized states including Idaho. This SWPPP template is in Microsoft Word format: https://www.epa.gov/sites/production/files/2017-04/sw_cgp2017_swppptemplate-4-5-17.docx

1.3 SUBMITTALS

- A. Stormwater Pollution Prevention Plan (SWPPP): Prior to submitting a Notice of Intent, the Contractor shall create and submit the SWPPP that details how the Contractor proposes to comply with CGP. The Contractor's SWPPP will be subject to review by the Engineer prior to commencement of Work.
- B. Notice of Intent (NOI): Prior to commencement of any work, the Contractor shall submit an NOI with IDEQ. The NOI must be submitted through the E-Permitting System to the IDEQ at least 14 calendar days prior to commencing earthwork. An executed NOI from IDEQ shall be submitted to the Engineer prior to commencing work.
 1. E-Permitting System website:
 - a. <https://www2.deq.idaho.gov/water/IPDES/>
- C. Notice of Termination (NOT): Upon completion of all work, the Contractor shall submit a complete NOT with IDEQ through the E-Permitting System. The NOT shall be submitted to the Engineer.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION

3.1 GENERAL

- A. The Owner and Contractor shall be co-permittees of the General Construction Permit (CGP) and, as such, both are responsible for the implementation of the SWPPP. If the Contractor fails to prevent pollutants from leaving the construction site, the Owner shall have the right to take corrective measures and withhold monies from the Contractor for such cost incurred by the Owner for corrective actions.
 1. Prior to the Owner withholding costs for corrective actions. The Owner or Engineer will notify the Contractor of pollutants leaving the site. The Contractor shall have 8 hours to take corrective actions.
 2. If the Contractor fails to take corrective actions, within 8 hours of notification, to prevent the pollutants from leaving the site, the Owner may take corrective actions and all costs incurred by the Owner for the corrective actions shall be withheld from payments owed to the Contractor.

- B. A copy of the SWPPP, NOI and the IPDES Stormwater General Construction Permit shall be kept on site at all times.
- C. Copies of the required site inspection reports shall be made as an appendix to the SWPPP.
- D. All documents shall be maintained and available for public review anytime during the project including up to three years after substantial completion.

3.2 MAINTENANCE & INSPECTION PROCEDURES

- A. Any and all erosion control structures and stabilization practices will be inspected by the Contractor on a weekly basis at a minimum and after any storm event of 0.25 inches or greater. During the winter when the ground is frozen and runoff is unlikely to occur, such inspections shall be conducted at least every two weeks.
 - 1. The SWPPP shall be modified as necessary to include additional or modified Best Management Practices (BMPs) designed to correct problems identified. Revision to the SWPPP shall be made within 7 calendar days following any identified correction. Copies of the revised SWPPP shall be provided to the Owner and Engineer.
 - 2. All areas that undergo temporary and final stabilization with seeding or sodding shall be inspected; areas that have lack of growth and bare spots shall be reseeded by the Contractor to ensure healthy growth.
 - 3. All erosion control structures and stabilization practices shall be maintained in good working condition throughout the duration of the construction project.
 - 4. Repair of the damage to any structural erosion control structure shall be completed by the Contractor within 24 hours of discovery of the damage.
 - 5. In locations where silt fences or wattles are used around catch basins, trapped sediment shall be removed by the Contractor when one-third of the height of the silt fence or wattle is covered by sediment.
 - 6. Hard surfaces shall be swept at the end of each day's work.
- B. If a detention/retention ponds are employed, the depth of the detention/retention ponds shall be measured monthly by the Contractor and the depth shall be provided to the Owner within one day of measuring. The Contractor shall remove sediment buildup in the pond if the buildup begins to interfere with the proper operation of the pond. The detention/retention ponds shall be excavated to design profile depths and slopes at the end of the project, if sediment buildup has significantly altered the pond profile.
 - 1. Excavated material from any detention/retention ponds or swales shall not be used as structural fill and shall be disposed of as spoil material, in a location selected by the Contractor and approved by the Engineer. Once placed, the excavated material shall be stabilized using one of the suggested BMPs listed in IDEQ's Catalog of Stormwater BMPs.

3.3 CLEAN UP AND REMOVAL OF BMPS

- A. After final stabilization, remove all temporary BMPs and dispose of off-site at no cost to the Owner.
- B. After removal of temporary BMPs, sweep all sediment accumulated on project hard surfaces, including asphalt, sidewalks, and adjacent roadways.

END OF SECTION 01 57 12

SECTION 01 73 13 - MOBILIZATION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Mobilization consists of preparatory work and operations including, but not limited to those necessary for the movement of personnel, movement of equipment, temporary construction facilities, supplies and incidentals to the project site. Included is the establishment of all necessary office, utilities, acquisition of permits, preconstruction submittals, and all other work which must be performed and costs incurred prior to beginning work on the various items of the contract.
- B. Mobilization shall include the following principal items:
 - 1. Moving onto the site all Contractor's plant and equipment required for first month operations.
 - 2. Providing all necessary temporary on-site utilities per Section 01500 – Temporary Construction Facilities.
 - 3. Arranging for and erection of Contractor's work and storage yard.
 - 4. Obtaining all required permits and property insurance.
 - 5. Having all OSHA required notices and establishment of safety programs.
 - 6. Having the Contractor's superintendent at the job site full-time.
 - 7. Submitting pre-construction submittals in accordance with Specification Section 01300 - Submittals.

1.2 SITE AREA

- A. The limits of the project site are as indicated on the Drawings.
- B. Contractor shall provide and maintain all signing, barricades, fencing, drainage facilities, and other items as required to protect public and private property from damage caused by mobilization operations.

1.3 ACCESS

- A. If construction access is required in addition to that shown on the Drawings, Contractor shall secure Owner's approval of all additional project entrances prior to construction. Contractor shall also obtain written approval from impacted land owner(s) if other than project owner.

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PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01 73 13

SECTION 01 71 25 - CONSTRUCTION SURVEYING

PART 1 - GENERAL

1.1 SCOPE

- A. The Contractor shall provide construction surveying for the project.
- B. The Contractor shall hire a professional land surveyor to reset any disturbed survey monuments in accordance with Idaho Code.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION

3.1 GENERAL

- A. The electronic AutoCAD base maps used to create the drawings are available to the Contractor. In the event of a discrepancy between the stamped paper drawings and the electronic files, the stamped paper drawings shall govern. The Contractor shall immediately notify the Engineer of any discrepancies prior to proceeding. The Contractor shall indemnify and hold harmless the Owner and Engineer from all liability, claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the Contractor's use or interpretation of electronic files.

3.2 CONSTRUCTION STAKING

- A. The Contractor shall provide location and grade construction surveying as required to locate the Work.

3.3 MONUMENTATION

- A. The Contractor shall employ a professional land surveyor, duly and properly registered in the State of Idaho, to reference all public and private land survey monuments that will be disturbed by construction activities prior to construction. Reestablish such monuments as part of the survey work for this project before project completion in accordance with Idaho Code. Section corner and quarter corner monuments reset after construction shall include corner perpetuations and filing with the county. Sixteenth corner monuments reset and having existing corner perpetuation filed with the county shall have new perpetuation records filed after the corner has been reset. Perform all monument work in accordance with Title 55, Chapter 16 of the Idaho State Code. Perform all corner, property, and roadway centerline reestablishment in accordance with standard surveying practices under the responsible charge of a professional land surveyor.

END OF SECTION 01 71 25

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 WORK INCLUDED

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

1.2 SUBSTANTIAL COMPLETION

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

1.3 PROJECT RECORD DOCUMENTS

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

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

1.4 FINAL SUBMITTALS

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

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

1.5 FINAL CLEANUP

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

1.6 MAINTENANCE AND GUARANTEE

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

1.7 FINAL PAY ESTIMATE

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

CITY OF STAR
SH-44, BENT LANE TO STAR ROAD

203010-464

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01 77 00

SECTION 02 00 00 – SPECIAL PROVISIONS AND CONTRACTOR NOTES

PART 1 - GENERAL

1.1 ALTERNATES

1. See Section 00 43 33 – Base and Alternates for description of project base and alternates.

1.2 CONSTRUCTION STANDARDS

- A. The following special provisions, contractor notes and all addenda issued supplement or modify the 2018 Idaho Transportation Department Standard Specifications for Highway Construction, 2021 Supplementals for the Idaho Transportation Department, 2018 Standard Specifications for Highway Construction, 2020 Quality Assurance Manual, 2020 Quality Assurance Special Provision for State Acceptance (10/21/2019), 2021 Special Provision for 405 Superpave Hot Mix Asphalt (07/02/2021), and April 2022 Standard Drawings.

1.3 COORDINATION WITH PROPERTY OWNERS

- A. Coordinate driveway approach and landscape construction with property owners.
- B. Provide and maintain access to businesses during their hours of operations.
- C. Provide and maintain access to all residential driveways and roadways.
- D. Provide business access detour signs with individual business names on the sign to each business when reconstruction of driveway approaches is underway or when roadway work is occurring immediately adjacent to the business.

1.4 ELECTRICAL WORK

- A. This contract contains work for which the City believes a licensed electrical firm will be required. Complete the sheet provided for compliance with 67-2310 Idaho Code or provide an explanation as to why an electrical license is not required. “N/A” is not an appropriate explanation.

1.5 LANDSCAPE ROCK

- A. Install riprap/erosion control geotextile beneath all landscape rock.
- B. Place 3 inches of clean, washed, landscaped rock. Landscape rock to be 3/4" to 1-1/2" round river rock.

1.6 REMOVE AND RELOCATE MAILBOXES

- A. Remove existing mailboxes as shown in the plans. Reinstall mailboxes on new Type A wood post in accordance with ITD Std Dwg 634-1 at the location directed by the Engineer.
- B. Prior to installation, coordinate with the postmaster for mailbox placement locations.

1.7 SEEPAGE BEDS

- A. Construct seepage beds for subsurface stormwater disposal at the locations and as detailed in the Plans.
- B. Provide materials as follows:
 - 1. Filter Sand in accordance with Subsection 703.02.B
 - 2. Storm Sewer Pipe in accordance with Section 706.
 - 3. Drainage Geotextile in accordance with Subsection 718.05
 - 4. Supply one of the following Underground Drainage Storage System:
 - a. ACO StormBrixx, ABT Permavoid, or approved equal
- C. Excavate the seepage beds to the elevations, lengths, and widths shown in the plans. Construct seepage beds level to avoid water migration to a low point. Place a minimum 1 foot of filter sand below the seepage bed to provide water quality treatment.

- D. Place drainage geotextile along all sides and bottom of trench prior to erecting the subsurface storage facility per manufacturer's recommendations. Install/connect a 12" storm sewer pipe from the catch basin to the subsurface storage facility in accordance with manufacturer's directions. Overlap drainage geotextile from sides and ends a minimum of 4 feet over the top of the seepage bed to hold in place when backfilled.
- E. Backfill with native material and compact to Class D requirements of Section 205.
- F. The Idaho Department of Water Resources (IDWR) requires all shallow injection wells to be inventoried. Complete the inventory form and pay the \$75 processing fee to IDWR for each seepage bed prior to construction.

1.8 UTILITY COORDINATOR PROVIDED BY THE CONTRACTOR

- A. Provide an individual whose primary responsibility is to coordinate the work with each utility company and the railroad company that will or may affect the utility company's or railroad company's property, facilities, or operations. Ensure this individual is readily available by telephone whenever there is work being done by the Contractor, subcontractor, lower-tier subcontractor, utility company, or railroad company.
- B. The City will not make separate payment for coordinating the work that affect each utility company's facilities or operations. This work coordination is incidental and included in the ground disturbing construction contract pay items.
- C. Ensure this individual is responsible for the following activities and makes documents generated by these activities available to the Contractor, utility company, and the Engineer:
 - 1. Maintaining and posting a list of emergency telephone numbers for the Contractor and its subcontractors (including lower-tier subcontractors), each utility company, and the Engineer.
 - 2. Notifying the Contractor and its subcontractors (including lower-tier subcontractors), each utility company, and the Engineer of a method, including telephone number, to contact the utility coordination individual. An alternate contact person with telephone number will be provided for situations when the utility coordination individual is not available.
 - 3. Maintaining and documenting in writing all instructions, general discussions, or meetings notes that involve work on each utility company's or facilities or work which has or may affect the utility operations.

4. Maintaining and documenting in written or printed format the proposed and actual time schedules of work on utility property or facilities. Time schedules are to show the Contractor's and its subcontractor's (including lower-tier subcontractors), and each utility company's activities.
5. Maintaining and documenting in writing a diary of work each day that involve utility facilities, and any work that has or may affect the utility operations.
6. Coordinating with each utility company and the Engineer to resolve utility conflict and for any needed change orders to address utility conflicts.

D. UTILITY FACILITIES CONTACTS

1. Sparklight
Terry Alsup
(208) 455-5548
(208) 949-0958 cell
Terence.alsup@sparklight.biz
2. Lumen
Brett McKinney
(208) 331-5307
(208) 954-1640 cell
Brett.mckinney@lumen.com
3. Fatbeam LLC
Bruce Hathaway
(509) 344-1008
(208) 771-9204 cell
bruce@fatbeam.com
4. Idaho Power
Ethan Morgan
(208) 388-2356
(208) 912-6200 cell
Utilitylocationmap@idahopower.com
5. Intermountain Gas
Monica Taylor
(208) 468-6711 cell
Monica.taylor@intgas.com
6. Star Water and Sewer District
Billy Myers
(208) 286-7388
(208) 965-7148 cell
bmyers@starswd.com

- E. Request locates of buried utility facilities by contacting the Utility One-Call Center by calling 208-342-1585, e-mailing digline@digline.com, or faxing 208-342-1586.
- F. Buried utility facilities owned by the State of Idaho could be located within the project site and may or may not be shown on the plans. State of Idaho-owned utility include traffic signals, illumination, traffic recording sites, weather monitoring sites, video detection systems, and electronic message signs. Request locates of buried utility facilities owned by the State of Idaho by contacting the District Traffic Signal Foreman at (208) 332-7170.
- G. Be responsible to coordinate with the Engineer to contact the appropriate utility company and arrange the initial utility hook up, when utility service (e.g., electrical, phone, water) for highway components (e.g., luminaries, signals, ITS) is required for the contract work. Supply utility service in a timely manner to allow for testing of highway components. Pay any fees charged by the utility company and provide the Engineer acceptable proof of payment for reimbursement.

1.9 WEED CONTROL

- A. Inspect fill material and locations before transporting and using on the project. The origin of the material and surrounding soils of the source shall be included in the inspection documentation. The State of Idaho Department of Agriculture Seed Laboratory, Boise, Idaho (208) 332-8630, may test source locations at the request of the Engineer.

1.10 MODIFICATIONS TO ITD'S STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

A. ON PAGE 151, SUBSECTION 213.02 – MATERIALS

- 1. Add the following: Do not place fine grained subsurface soils from unsuitable excavation in infiltration basins, retention/detention basins, or within roadside ditches.

B. ON PAGE 429, SUBSECTION 621.01 – DESCRIPTION

1. Add the following:

Apply seed, including seed bed preparation, fertilizing, seeding, mulch mixtures, mulching, mulch anchoring (mechanical or tackifiers), HECs, erosion blankets, and watering in the areas as shown in the plans.

Seed all disturbed areas on the project site, including foreslope, backslope, embankment areas or as directed. Complete seeding operations by hydroseeding methods.

C. ON PAGE 430, SUBSECTION 621.03.B – SEEDBED PREPARATION

1. Replace fourth paragraph with:

Roughen and serrate or cross-rip slopes in a horizontal direction that include topsoil application before placement of the topsoil. After spreading topsoil, cultivate areas to be broadcast seeded or hydroseeded by raking or mechanically roughening the soil at least 2 inches deep and leave in a rough condition similar to that obtained by walking a cleated-crawler tractor up and down the slopes, immediately before applying seed, mulch, or soil amendments.

2. Add the following after the fifth paragraph:

Have Engineer preapprove all topsoil material within the project area before moving and placing the topsoil in areas to be seeded. Topsoil material must conform to Subsection 107.20 and Section 213 prior to placement.

D. ON PAGE 430, SUBSECTION 621.03.C – FERTILIZING

1. Replace the fifth paragraph with:

Apply approved fertilizer ingredients, soil amendments, and organic material as determined from the soil analysis report. Apply approved fertilizers and soil amendments as listed on ITD QPL at seeding time at the manufacturer's recommended rate for the seeding area. Base adjusted application rates on available nutrients per acre and nutrient content of fertilizer furnished. Submit manufacturer's recommended rates for each product prior to application and a copy of the purchase invoices after approval.

2. Add the following after sixth paragraph:

Roughen soil surface prior to subsequent revegetation activities.

E. ON PAGE 431, SUBSECTION 621.03.D – SEEDING

1. Delete the first sentence and replace with the following:

The Contractor will provide seed according to subsection 711.05 Seed.

2. Add the following at the end of the third paragraph:

Agitation of seed in hydro-seeder shall not exceed 30 minutes. At no time shall trucks or equipment be driven on the area after seed is in place.

Apply seed directly to the soil surface after seedbed preparation. Seed disturbed areas as stated above with the following the seed mix and rates.

Seed Mix for (flat areas), 3:1 or flatter slopes:

| <u>Grass Species Mix</u> | <u>Pounds/Acre</u> |
|-------------------------------------|--------------------|
| <i>Slender Wheatgrass (ELTR7)</i> | <i>4 lbs</i> |
| <i>Hard Fescue (FEOUO)</i> | <i>4 lbs</i> |
| <i>Bluebunch Wheatgrass (PSSPS)</i> | <i>8 lbs</i> |
| <i>Thickspike Wheatgrass</i> | <i>8 lbs</i> |
| <i>Total:</i> | <i>24 lbs</i> |

Seed Mix for areas beyond 10 feet of edge of pavement and all slopes:

| <u>Grass & Native Species Mix</u> | <u>Pounds/Acre</u> |
|---------------------------------------|--------------------|
| <i>Slender Wheatgrass (ELTR7)</i> | <i>4 lbs</i> |
| <i>Hard Fescue (FEOUO)</i> | <i>4 lbs</i> |
| <i>Bluebunch Wheatgrass (PSSPS)</i> | <i>8 lbs</i> |
| <i>Thickspike Wheatgrass</i> | <i>8 lbs</i> |
| <i>Western Yarrow (ACMIL)</i> | <i>2 lbs</i> |
| <i>Lewis Blue Flax (LILE)</i> | <i>5 lbs</i> |
| <i>Hoary Tansyaster (MACA2)</i> | <i>3 lbs</i> |
| <i>Showy Milkweed (ASSP)</i> | <i>3 lbs</i> |
| <i>Antelope Bitterbrush (PUTR2)</i> | <i>2 lbs</i> |
| <i>Total:</i> | <i>39 lbs</i> |

F. ON PAGE 432, SUBSECTION 621.03.E.1 – MULCH, MULCH ANCHORING

1. Replace first sentence of first paragraph with:

Supply fertilizers and soil amendments as determined from the soil analysis and provide approved products listed on the QPL, at manufacturer's recommended rate according to the slope gradient and soil conditions. Submit manufacturer's recommended rates for each product prior to application and a copy of the purchase invoices after approval.

G. ON PAGE 433, SUBSECTION 621.03.E.3.D – HYDRAULICALLY APPLIED EROSION CONTROL

1. Replace second paragraph with:

Provide qualified biodegradable hydraulically applied erosion control product (bonded fiber matrix) from the Qualified Products List with longevity of 6–12-month period. Mulch shall have a Cover Factor meeting Large Scale Testing of < 0.01 coverage (or not to exceed 0.05% coverage); must meet ASTM D7322' – 600% minimum (or 600%-800%) and have a functional longevity minimum of 6 months. Wood fiber products shall be thermally Processed (within a pressurized vessel) at 80%, ±3%.

H. ON PAGE 434, SUBSECTION 621.03.E.3.D – HYDRAULICALLY APPLIED EROSION CONTROL

1. Add the following after second paragraph:

Do not perform mulching when wind interferes with mulch placement. Ensure material applied to the ground allows for the absorption and percolation of moisture. If rainy conditions are anticipated, do not apply hydroseeding mixture outside manufacturer's application recommendations. If an unanticipated rainy condition occurs, re-apply the hydroseeding mixture to uncured areas at no additional cost to the City.

Temporary erosion control BMPs and all non-biodegradable (synthetic) material must be removed at the end of the project and prior to installing revegetation applications. Non-biodegradable (synthetic) material will not be used for permanent revegetation activities or applications.

1.11 MODIFICATIONS TO THE QASP SA

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

1. Delete and replace with:

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

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

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

1. Delete and replace with:

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

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

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 02 00 00