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PUBLIC WORKS CONSTRUCTION

# CONTRACTING MANUAL

2010



157 West 4<sup>th</sup> Street  
Kuna, ID 83634

# NAMPA HIGHWAY DISTRICT (NHD) CONTRACTING MANUAL

For

## PUBLIC WORKS CONSTRUCTION

January 2010

This document contains the bidders checklist, instructions to bidder's, standard form of agreement, supplemental conditions and miscellaneous forms (i.e. payment & performance bonding forms, notice of award, application for payment, etc.) for use on Public Works Projects in Nampa Highway District No. 1. The information in this manual shall be included, by reference in all Public Works Contracts exceeding \$100,000 let by the District.

The advertisement for bids, bidder's checklist, bid form, naming of subcontractors form, bid bond form and the project specific special provisions are provided separately for each specific project.



*ENGINEER:*

*PARAGON CONSULTING, INC.  
157 W. 4<sup>th</sup> St.  
Kuna, Idaho 83634*

*Telephone: (208) 922-9138*

*OWNER:*

*NAMPA HIGHWAY DISTRICT, No. 1  
4507 12th Ave.  
Nampa, Idaho 83686*

*Telephone: (208) 467-6576*

NAMPA HIGHWAY DISTRICT NO. 1

PUBLIC WORKS CONSTRUCTION

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# NAMPA HIGHWAY DISTRICT NO. 1

## PUBLIC WORKS CONSTRUCTION

### **BIDDER'S CHECK LIST**

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

Check off when completed:

1. \_\_\_ Are all blank spaces filled out on Bid Form?
2. \_\_\_ Have questions arising from the bidding, contract, specifications or plans been submitted to the proper authority and resolved in the proper manner?
3. \_\_\_ Are Bid amounts shown correctly as well as extensions and totals? Recheck for errors or omissions.
4. \_\_\_ Are authorized signatures properly affixed to the Bid form, giving also title, Idaho Public Works Contractor license number, evidence of authority to sign, etc.?
5. \_\_\_ Have all plumbing, heating, air conditioning and electrical subcontractors to whom work will be awarded been listed, as well as their Idaho Public Works Contractor license numbers?
6. \_\_\_ Have all other subcontractors, suppliers, individuals or entities as required in the Instructions to Bidders been listed, and in the case of subcontractors, their Idaho Public Works Contractor license number?
7. \_\_\_ Have all Addenda been received and acknowledged with the proper signature on the Bid Form?
8. \_\_\_ In order for a Bid to be considered, the Bid form, Bid Security, naming of subcontractors form, and other required attachments must be placed in a properly addressed sealed envelope and delivered to the specified authority prior to the time designated for the bid opening.
9. \_\_\_ Has Bid Security been enclosed?
10. \_\_\_ Has Bidder performed examinations in accordance with the Instructions to Bidders?
11. \_\_\_ Has Bidder included additional information as required in Article 15 of the Instructions to Bidders?

# NAMPA HIGHWAY DISTRICT NO. 1 PUBLIC WORKS CONSTRUCTION

## INSTRUCTIONS TO BIDDERS

### TIME AND PLACE FOR DELIVERY OF BIDS

Date: As identified in Advertisement & Bid Form  
Time: As identified in Advertisement & Bid Form  
Place: As identified in Advertisement & Bid Form

### ARTICLE 1 - DEFINED TERMS

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1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

- A. *Bidder*--The individual or entity who submits a Bid directly to OWNER.
- B. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- C. *Successful Bidder*--The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.
- D. Where the word "Sponsor," "Owner," or "Engineer" appears in any of the Contract Documents or Specifications, it shall refer to the following:

Owner or Sponsor: Nampa Highway District No. 1  
Engineer: Paragon Consulting, Inc., 157 W. 4<sup>th</sup> St., Kuna, Idaho 83634

### ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. Unless otherwise indicated in the Instructions to Bidders, the deposit will not be refunded.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of OWNER's request Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

- A. AGC's Document No. 220.

3.02 Idaho Code 54-1902 requires Bidder and subcontractors to have the appropriate Public Works Contractor's License to submit a Bid or proposal for this project. If this project is financed in whole or in part with federal aid funds, a Public Works Contractor License is not required to Bid or propose, but will be required prior to award.

#### ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

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##### 4.01 *Subsurface and Physical Conditions*

###### A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

##### 4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

##### 4.03 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions have been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.05 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;

B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

D. Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;

E. Obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. Become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and

J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### ARTICLE 5 - PRE-BID CONFERENCE

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A Pre-Bid conference, if held, will be identified in the Advertisement for Bids and the Project Special Provisions. Representatives of the Owner and Engineer will be present to discuss the project. Bidders are encouraged to attend. The Engineer will transmit to all prospective bidders of record such addenda as Engineer considers necessary in response to issues discussed at the conference. Oral statements may not be relied upon and will not be binding or legally effective. The Owner is not obligated to meet with or provide separate site tours for contractors who do not attend the Pre Bid Conference.

#### ARTICLE 6 - SITE AND OTHER AREAS

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6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

#### ARTICLE 7 - INTERPRETATIONS AND ADDENDA

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7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

#### ARTICLE 8 - BID SECURITY

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8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of 5 % of Bidder's maximum Bid price and in the form of a certified check, cash or a Bid Bond on the form attached issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

## ARTICLE 9 - CONTRACT TIMES

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9.01 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 Project Special Provisions and the Agreement.

## ARTICLE 10 - LIQUIDATED DAMAGES

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10.01 Provisions for liquidated damages, if any, are set forth in the Project Special Provision and the Agreement.

## ARTICLE 11 - SUBSTITUTE AND "or-EQUIVALENT" ITEMS

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11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equivalent" materials and equipment approved by ENGINEER and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equivalent" item. No item of material or equipment will be considered by ENGINEER as a substitute or "or-equivalent" unless written request for approval has been submitted by Bidder and has been received by ENGINEER at least five (5) days prior to the date for receipt of Bids. Each such request shall conform to requirements of paragraph 6.05 of the General Conditions. 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 proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

## ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

12.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

12.04 Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name

Subcontractors as required by this section shall render any Bid submitted by the Bidder unresponsive and void. Use naming of subcontractors form 00430.

12.05 In addition to naming subcontractors for plumbing, heating and air-conditioning work, and electrical work, the Bidder shall supply names and addresses for the following (include Idaho Public Works Contractor License Numbers for any subcontractors):

**List All Subcontractors. Use Naming of Subcontractors Form in Bid Form.**

ARTICLE 13 - PREPARATION OF BID

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13.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained from the Engineer.

13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall 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 shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member 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 below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature. Include evidence of authority to sign.

13.08 All names shall be typed or printed in ink in the space provided.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in Idaho. If the project is federally funded, signing the Bid Form constitutes a covenant to obtain such qualification prior to award of the Contract. Bidder's, Idaho Public Works Contractor License Number shall also be shown on the Bid form.

13.12 All proposals must be upon the printed forms, furnished by the Engineer. Proposals must be enclosed in a sealed envelope, endorsed and addressed as identified in the Project Special Provisions:

ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

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14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

#### ARTICLE 15 - SUBMITTAL OF BID

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15.01 Each prospective Bidder is furnished one copy of the project Bid Form and Special Provisions document, Naming of Subcontractors Form, and the Bid Bond form. The Bid form and Naming of Subcontractors Form is to be completed and submitted with the Bid security along with the listing of subcontractors, suppliers and other entities as may be required.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked 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 shall 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 shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." And shall be sent or delivered to the location identified in the advertisement for bids.

15.03 The Bidder must supply all information required by the proposal forms and specifications. See Bidders Checklist.

#### ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

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16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the 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.

16.02 Relief from Bids. (a) If an awarding authority for the public entity determines that a Bidder is entitled to relief from a Bid because of mistake, the authority shall prepare a report in writing to document the facts establishing the existence of each element required in Section 54-1904C, Idaho Code. The report shall be available for inspection as a public record and shall be filed with the public entity soliciting bids. (b) A Bidder claiming a mistake satisfying all the conditions of Section 54-1904C, Idaho Code, shall be entitled to relief from the Bid and have any Bid Security returned by the public entity. Bidders not satisfying the conditions found in Section 54-1904C, Idaho Code, shall forfeit any Bid Security. Bidders failing to execute a Contract and not satisfying the conditions of a mistake shall also forfeit any Bid Security.

16.03 Grounds for Relief. The Bidder shall establish to the satisfaction of the public entity that:

- a) A clerical or mathematical mistake was made;
- b) The Bidder gave the public entity written notice within five (5) calendar days after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred; and
- c) The mistake was material.

## ARTICLE 17 - OPENING OF BIDS

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17.01 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 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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18.01 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 19 - AWARD OF CONTRACT

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19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

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

19.04 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, OWNER will award the Contract to the lowest responsible Bidder whose Bid is acceptable to the Owner.

19.07 Any inconsistencies and omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify inconsistencies or omissions, in writing, within a reasonable time.

19.08 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following numerical order:

1. Agreement Between Owner and Contractor, Document 00500
2. Supplemental Conditions, Document 00810
3. General Conditions, ISPWC, Latest Edition
4. Instruction To Bidders, Document 00100
5. Plans
6. Special Provisions, Document 00820
7. Highway Standards & Development Procedures, ACCHD, Latest Edition
8. Specifications for Construction, ISPWC, Latest Edition

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

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20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to Performance and Payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

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21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents, which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

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22.01 Refer to Article 6 of the General Conditions for tax requirements.

ARTICLE 23 - RETAINAGE

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23.01 Provisions for retainage are as established in the Project Special Provision and Article 6 of the Agreement.

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

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Not Used

ARTICLE 25 - PARTNERING

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Not Used

ARTICLE 26 -PROCESS PROTEST

Clarifications and/or Protest of Bid Requirements, Standards, Specifications, or Process. Any Vender who wishes to request clarifications about or protest the requirements, standards, specifications, or process outlined in this Request for Proposals may submit a written notification to the Highway District Secretary, to be received not later than four (4) days prior to proposal opening. The notification shall state the exact nature of the clarification request or protest. In the case of a protest, vendor shall describe the location of the protested portion or clause in the proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. In the event of a protest, the Highway District Secretary may either deny the protest, require that the proposal be modified, modify the proposal, and/or reject all or part of the protest.

**NOTICE OF AWARD**

Dated \_\_\_\_\_

Certified Mail -- Return Receipt Requested

TO: \_\_\_\_\_  
(BIDDER)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract: \_\_\_\_\_

Project: \_\_\_\_\_

OWNER's Contract No. \_\_\_\_\_

\_\_\_\_\_

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for \_\_\_\_\_

\_\_\_\_\_

(Indicate total Work, alternates or sections or Work awarded)

The Estimated Contract Price of your Contract is \$ \_\_\_\_\_

In accordance with the bid price per Document 00300 - Bid Form.

Five copies of each of the proposed Contract Documents accompany this Notice of Award. Five sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the OWNER three fully executed counterparts of the Contract Documents. Each of the Contract Documents must bear your signature in the spaces indicated.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20) and General Conditions (paragraph 5.01).

EJCDC No. 1910-22 (1996 Edition)  
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.



**ACCEPTANCE OF NOTICE OF AWARD**

Receipt of the above Notice of Award is hereby acknowledged by  
\_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 200\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ISPWC**  
**STANDARD FORM OF AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR**  
**ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between Nampa Highway District No. 1

(hereinafter called OWNER) and \_\_\_\_\_

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, 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:

The project consists of:

- *Insert work description from advertisement & Project Special Provisions*

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

- *Insert project from advertisement & Project Special Provisions*

**ARTICLE 3 – ENGINEER**

The Project Engineer is Paragon Consulting, Inc., 157 W. 4<sup>th</sup> St., Kuna, Idaho 83634, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

*4.01 Time of the Essence*

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 Dates for Substantial Completion and Final Payment*

- A. This contract becomes effective as of the date of Award to construct the project for the Owner with specified bid items at the unit bid prices, unless a time extension is mutually agreed upon by the Owner and the Contractor.
- B. The Work under this contract shall commence, at the Contractor's option, at a time after the Notice to Proceed that provides for final completion no later than \_\_\_\_\_. The Contractor shall notify the Engineer a minimum of 5 days prior to the proposed start date. Once the work has started, contract time will commence as provided in Section 2.03 of the General Conditions. The Contractor shall work continuously to substantially

complete the work in accordance with Section 14.04 of the General Provisions within \_\_\_\_\_ calendar days and complete the work ready for final payment, in accordance with Section 14.07 of the General Provisions, within an additional \_\_\_\_\_ calendar days. Under no circumstances shall the final completion extend beyond \_\_\_\_\_.

This completion date is predicated on the Owner's intend to issue the Notice to Proceed on or about \_\_\_\_\_. Should the Owner fail to issue the Notice to Proceed on or about \_\_\_\_\_, the required completion date shall be extended one calendar day for each calendar day of delay in issuing the Notice to Proceed.

The work must begin and be completed as stipulated in this agreement and once begun the Contractor shall diligently continue operations to bring the project to substantial completion without interruption or delay.

#### 4.03 Liquidated Damages

CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration 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), CONTRACTOR shall pay OWNER \$\_\_\_\_\_ for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$\_\_\_\_\_ for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment. Liquidated damages shall be assessed for failure to comply with terms of this contract as specified in paragraph 4.02. If the contractor fails to comply with the provisions specified in paragraph 4.02, the Owner may re-bid the contract and the Contractor shall pay liquidated damages until another Contractor is procured.

### ARTICLE 5 – CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:
- A. For all Work, at the prices and amounts equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A:
  - B. For Items shown as plan quantity, unit price times the estimated quantity will be used for progress payments only. Final Payment will be based on the unit price times the plan quantity shown in the unit price schedule.

**UNIT PRICE SCHEDULE\***

SPECIFICATION PAYMENT REFERENCE	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE

*\*Insert work items, unit prices, totals, etc. from bid form*

TOTAL OF ALL ESTIMATED PRICES \_\_\_\_\_  
 (\$ \_\_\_\_\_ )  
 Use words

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

**ARTICLE 6 - PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- B. Payment applications shall be based on quantities of work completed as of the last day of each month during the specified contract time and upon final completion.
- C. The Contractor shall be responsible for meeting with the Project Engineer or his representative on or about the 25<sup>th</sup> day of each month during the contract to agree upon the quantities of work performed during the current pay period. Reasonable allowances may be made for work to be performed through the end of the pay period.

6.02 *Progress Payments; Retainage*

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of 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 in the General Requirements:
  - 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 payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. 95 % of Work completed (with the balance being Retainage). ; and
  - b. 95 % of cost of materials and equipment not incorporated in the Work (with the balance being Retainage).
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95 % of the amount due in accordance with the payment schedule for the Work completed, less such amounts as ENGINEER shall determine in accordance with Article 14 of the General Conditions and less 100 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at Substantial Completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER's sole discretion, reduce the amount of retainage being held.

### 6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07 and in accordance with the payment schedule identified in Article 5.

## **ARTICLE 7 - INTEREST**

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at 8% per annum.

## **ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

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

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

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

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

F. CONTRACTOR does not consider that any 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 Documents.

G. 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.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. The CONTRACTOR is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).

L. The CONTRACTOR will submit within 30 days of the date of this agreement a Public Works Contract Report (Form WH-5) to the Idaho State Tax Commission in compliance with Section 54-1904A and 63-3624(f), Idaho Code.

## **ARTICLE 9 - CONTRACT DOCUMENTS**

### 9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 00500-1 to 00500-7, inclusive);
2. Performance Bond (pages 00610-1 to 00610-2, inclusive);
3. Payment Bond (pages 00620-1 to 00620-2, inclusive);
4. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached) (pages 1 to 45, inclusive);
5. Supplementary Conditions (pages 00810-1 to 00810-9, inclusive);
6. Special Provisions (pages 00820-1 to 00820-\_\_\_\_, inclusive);
7. ACCHD Highway Standards & Development Procedures (not attached);
8. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction (not attached);
9. Plans and/or Details consisting of \_\_\_\_\_;
10. Addenda (numbers \_ to \_ inclusive);
11. Exhibits to this Agreement (enumerated as follows):
  - a. CONTRACTOR's Bid (pages \_\_\_\_\_);
  - b. Documentation submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_\_\_);
  - c. Notice of Award (pages 1 to 2, inclusive);
  - d. Acceptance of Notice of Award (pages 1 to 1, inclusive);
  - e. Notice to Proceed (pages 1 to 1 inclusive);
  - f. Acceptance of Notice to Proceed (pages 1 to 1, inclusive);

12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Written Amendments;
  - b. Work Change Directives;
  - c. Change Order(s).
- B. The documents listed in paragraph 9.01.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 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

## **ARTICLE 10 - MISCELLANEOUS**

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### 10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions*

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

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

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

License No. \_\_\_\_\_  
(Where applicable)

Agent for service of process: \_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**PERFORMANCE BOND**

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

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CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

**CONTRACT**

Date:

Amount:

Description (Name and Location):

**BOND**

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

**EJCDC No. 1910-28-A (1996 Edition)**

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

Public Works Construction  
Nampa Highway District No. 1

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

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

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 consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from 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;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 4.4, and the OWNER refuses the payment tendered or the Surety has denied p liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the 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 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of 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 Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

**PAYMENT BOND**

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

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CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

**CONTRACT**

Date:

Amount:

Description (Name and Location):

**BOND**

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

**EJCDC No. 1910-28-B (1996 Edition)**

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

Public Works Construction  
Nampa Highway District No. 1

1. The CONTRACTOR and the 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 Contract, which is incorporated herein by reference.
  2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
    - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
    - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
  3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
  4. The Surety shall have no obligation to Claimants under this Bond until:
    - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
    - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
      1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
      2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
      3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
  5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
  6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
    - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
    - 6.2. Pay or arrange for payment of any undisputed amounts.
  7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
  8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any 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 Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.
  9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
  10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
  11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, 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 shall be applicable.
  12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
  13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
  14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- #### 15. DEFINITIONS
- 15.1. 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 Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the 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.
  - 15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

## NOTICE TO PROCEED

Dated \_\_\_\_\_

TO: \_\_\_\_\_  
(CONTRACTOR)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract: \_\_\_\_\_  
(Insert name of Contract as it appears in the Contract Documents)

Project: \_\_\_\_\_

OWNER'S CONTRACT NO. \_\_\_\_\_

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is \_\_\_\_\_.

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must  
(add other requirements)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

Copy to ENGINEER

**ACCEPTANCE OF NOTICE TO PROCEED**

Receipt of the above Notice to Proceed is hereby acknowledged by  
\_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



## CHANGE ORDER

No. \_\_\_\_\_

DATE OF ISSUANCE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Contract: \_\_\_\_\_

Project: \_\_\_\_\_

OWNER's Contract No. \_\_\_\_\_ ENGINEER's Contract No. \_\_\_\_\_

ENGINEER \_\_\_\_\_

You are directed to make the following changes in the Contract Documents:

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ _____
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$ _____
Contract Price prior to this Change Order: \$ _____
Net increase (decrease) of this Change Order: \$ _____
Contract Price with all approved Change Orders: \$ _____

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

**RECOMMENDED:**

**APPROVED:**

**ACCEPTED:**

By: \_\_\_\_\_  
ENGINEER (Authorized Signature)

By: \_\_\_\_\_  
OWNER (Authorized Signature)

By: \_\_\_\_\_  
CONTRACTOR (Authorized Signature)

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

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

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

EJCDC 1910-8-B (1996 Edition)

## **CHANGE ORDER**

### **INSTRUCTIONS**

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#### **A. GENERAL INFORMATION**

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

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

#### **B. COMPLETING THE CHANGE ORDER FORM**

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

## WORK CHANGE DIRECTIVE

No. \_\_\_\_\_

DATE OF ISSUANCE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Contract: \_\_\_\_\_

Project: \_\_\_\_\_

OWNER's Contract No. \_\_\_\_\_

ENGINEER's Project No. \_\_\_\_\_

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

Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change)

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

Method of determining change in  
Contract Price:

- Unit Prices
- Lump Sum
- Cost of the Work \_\_\_\_\_

Estimated increase (decrease) in Contract Price:  
\$ \_\_\_\_\_.

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

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

RECOMMENDED:

AUTHORIZED:

\_\_\_\_\_  
ENGINEER

\_\_\_\_\_  
OWNER

By: \_\_\_\_\_

By: \_\_\_\_\_

## **WORK CHANGE DIRECTIVE**

### **INSTRUCTIONS**

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#### **A. GENERAL INFORMATION**

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

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

#### **B. COMPLETING THE WORK CHANGE DIRECTIVE FORM**

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

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

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

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

Paragraph 10.03.A.2 of the General Conditions requires that a Change Order be initiated and processed to cover any undisputed sum or amount of time for Work actually performed pursuant to this Work Change Directive.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

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

## **ISPMC – SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the General Conditions of the Contract Documents. All provisions, which are not so amended or supplemented, remain in full force and effect.

SC-1.01A.20. Add a new paragraph immediately after paragraph 1.01.A.20 of the General Conditions as follows:

1.01.A.20.a. ENGINEER's Consultant(s): The Corporation named as such below:

1.01.A.20.a.1. Identified in the Project Special Provisions

SC-2.06.A. Change paragraph 2.06.A of the General Conditions to read:

- A. Within 20 days after the Award of Contract and before any Work at the site is started, a conference attended by Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

SC-2.07.A. Replace the first full sentence with the following:

Unless otherwise provided in the Contract Documents, at least five (5) days before the Pre-Construction Conference the Contractor shall submit schedules in accordance with Paragraph 2.05.B for review for acceptability to Engineer as provided below.

SC-4.02. Supplement paragraph 4.02 of the General Conditions as follows:

4.02.A.3. In preparing Drawings and Specifications, ENGINEER or ENGINEER's Consultant(s) have utilized the following reports of explorations and tests of subsurface conditions.

4.02.A.3.a. Identified in Project Special Provisions.

4.02.A.4. These reports and drawings are not part of the Contract Documents, but technical data contained therein upon which the CONTRACTOR is entitled to rely as provided in paragraph 4.02.B of the General Conditions and as identified and established above are incorporated in paragraph 4.02.B of the General Conditions by Reference. CONTRACTOR is not entitled to rely upon other information and data utilized by ENGINEER and ENGINEER's Consultants in the preparation of Drawing and Specifications.

SC-4.05. Supplement paragraph 4.05 of the General Conditions as follows:

4.05.A.1. The OWNER shall provide the survey information identified in the Project Special Provisions.

SC-4.06. Supplement paragraph 4.06 of the General Conditions as follows:

4.06.A.1. In preparing Drawings and Specifications, neither ENGINEER nor ENGINEER's Consultant utilized any report or drawing relating to a Hazardous Environmental Condition, unless specifically identified in the Project Special Provisions.

SC-5.03. Attention is directed to the section 5.03 of the General Conditions which require Owner and Contractor each to furnish the other appropriate evidence that the insurance each is required to purchase and maintain is in fact in effect. Any modification of this arrangement will require a change in 5.03.

SC-5.04.C. Add the following paragraph(s) immediately following paragraph 5.04.B of the General Conditions:

5.04.C. The limits of liability for the insurance required by paragraph 5.04.B.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.04.C.1. Worker's compensation, disability benefits and other similar employee benefit acts, and damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees as provided in paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

5.04.C.1.a. State: Statutory.

5.04.C.1.b. Employer's Liability: \$ 1,000,000

5.04.C.1.c. Federal and Maritime: As applicable, provide statutory coverage under Federal Compensation Acts such as, but not limited to, the Defense Base Act and the Federal Employee's Liability Act (FELA).

5.04.C.2. CONTRACTOR's Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.5 of the General Conditions shall provide the following minimum limits and conditions:

5.04.C.2.a. General Aggregate \$ 1,000,000

5.04.C.2.b. Products-Completed Operations Aggregate \$ 1,000,000

5.04.C.2.c. Personal and Advertising Injury (per person/organization with employment exclusion deleted) \$ 500,000

5.04.C.2.d. Each Occurrence (bodily injury and property damage) \$ 500,000

5.04.C.2.e. Fire Damage (any one fire) N/A

5.04.C.2.f. Medical Expenses (any one person) \$ 500,000

5.04.C.2.g. Property Damage liability insurance will remove the explosion, collapse, and underground exclusion and provide broad form property damage coverage.

5.04.C.3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions, providing for Combined Single Limit (bodily injury and property damage) for owned, non-owned, rented, or hired vehicles \$ 1,000,000

5.04.C.4. Provide Excess Liability or Umbrella insurance providing protection for at least the hazards insured under the primary liability policies with the following limits:

5.04.C.4.a. General Aggregate \$ 1,000,000

5.04.C.4.b. Each Occurrence \$ 1,000,000

5.04.C.5. Additional coverage's CONTRACTOR shall provide are as follows:

5.04.C.5.a. Where CONTRACTOR's operations involve the use of owned or nonowned aircraft or watercraft, provide coverage for bodily injury and property damage arising out of ownership, maintenance, use, or entrustment as follows:

5.04.C.5.a.1. General Aggregate N/A

5.04.C.5.a.2. Each Occurrence  
(Bodily Injury and Property Damage) N/A

5.04.C.5.b. Owner's and Contractor's Protective  
Liability (OWNER as named insured with  
ENGINEER as additional insured) N/A

SC-5.06.A.1. Supplement paragraph 5.06.A.1 of the General Conditions as follows:

In addition to OWNER, CONTRACTOR, subcontractor, ENGINEER, ENGINEER's Consultants, the OWNER shall provide a written list of names of all known entities to be named as additional insureds on the property insurance. Any change or addition to the list shall be given in writing to the CONTRACTOR at least 7 days prior to that entity performing Work at the site. Additional insureds shall at least include all those listed in paragraph 5.04.B.1 of the General Conditions and paragraph 5.04.B.1 of the Supplementary Conditions.

SC-5.06.A.2. Supplement paragraph 5.06.A.2 of the General Conditions as follows:

In addition to the above listed perils, the property insurance shall include

N/A

SC-5.06.B. Delete paragraph 5.06.B of the General Conditions in its entirety and insert the following in its place:

5.06.B. Boiler and machinery insurance is not required for this Project.

SC-6.02.B. Supplement paragraph 6.02.B of the General Conditions as follows:

CONTRACTOR (and Subcontractor) regular working hours consist of a maximum of ten working hours within the period between 7:00 a.m. and 6:00 p.m., on a regularly scheduled basis, excluding Sundays and holidays, unless otherwise identified in the Project Special Provisions.

SC-6.05 Replace “or-Equal” with “or-Equivalent” throughout this section of the General Conditions and the Contract Documents.

SC-6.06.B Supplement paragraph 6.06.B of the General Conditions as follows:

In addition to subcontractors for plumbing, heating and air-conditioning work and electrical work, CONTRACTOR shall provide the names and addresses and other requested information of any additional subcontractors, suppliers, individuals or entities including Idaho Public Works Contractor License Numbers for any subcontractors within five days of Bid opening.

SC-6.13.A.4. Add the following paragraph(s) immediately following paragraph 6.13.A.3 of the General Conditions:

SC-6.13.A.4 The Contractor shall, at all times, so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work, and to insure the safety of persons and property. Fire hydrants on or adjacent to the Work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all storm drain inlets, and irrigation lines.

SC-6.17 The term “for review and approval” as appears throughout 6.17 “Shop Drawings and Samples” of the General Conditions is replaced with “for conformance with the design concept.”

SC-7.01.D. Through 7.01.F. Add new paragraphs immediately following paragraph 7.01.C of the General Conditions as follows:

7.01.D. Should CONTRACTOR cause damage to the work or property of any separate contractor at the site, or should any claim arising out of or resulting from CONTRACTOR's performance of the Work at the site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, or ENGINEER's Consultants or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by mediation, arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER, ENGINEER, and ENGINEER's Consultants and the officers, directors, employees, agents, and other consultants of each and any of them harmless from and against all claims, costs, losses and damages, (including, but not limited to, all fees and

charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising directly, indirectly or consequentially out of or resulting from any action, legal or equitable, brought by a separate contractor against OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them to the extent based on a claim caused by, arising out of, or resulting from CONTRACTOR's performance of the Work.

7.01.E. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any separate contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any mediator or arbitrator which seeks to impose liability on or to recover damages from OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them on account of any such damage or claim.

7.01.F. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of time in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them for activities that are their respective responsibilities.

SC-7.02.C. Add new paragraph immediately following paragraph 7.02.B of the General Conditions as follows:

7.02.C. Utility relocation work is anticipated to be performed by the power and phone utility companies and possibly by other utilities, if present.

SC-8.11 Delete paragraph 8.11 from the General Conditions in its entirety.

SC-8.12. Add a new paragraph immediately following paragraph 8.11 of the General Conditions as follows:

8.12. *OWNER As Resident Project Representative*

B: 8.12.A. In addition to the Resident Project Representative furnished by 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 as specified for the ENGINEER's Resident Project Representative.

SC-9.03.B. Through 9.03.D. Add new paragraphs immediately following paragraph 9.03.A of the General Conditions as follows:

9.03.B. The Resident Project Representative (RPR) will be furnished by the ENGINEER. The responsibilities, authority, and limitations of the RPR are limited to those of ENGINEER in accordance with paragraph 9.10 of the General Conditions and as set forth elsewhere in the Contract Documents and are further limited and described below.

9.03.C. Responsibilities and Authority:

9.03.C.1. Schedules: Review and monitor the progress schedule, schedule of Submittals, submissions and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

9.03.C.2. Conferences and Meetings: Conduct or attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, Work conferences and other Project related meetings.

9.03.C.3. Liaison: (i) Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; (ii) assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's onsite operations; (iii) assist in obtaining from OWNER additional details or information when required for proper execution of the Work.

9.03.C.4. Submittals: Receive Submittals which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability for examination. Advise ENGINEER and CONTRACTOR of the commencement of any Work or arrival of Products at site, when recognized, requiring a Shop Drawing or Sample if the Submittal has not been approved by ENGINEER.

9.03.C.5. Review of Work, Rejection of defective Work, Inspections and Tests: (i) Conduct onsite observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents; (ii) inform ENGINEER and CONTRACTOR whenever RPR believes that any Work is defective; (iii) advise ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or whenever RPR believes Work should be uncovered for observation, or requires special testing, inspection, or approval; (iv) monitor that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; (v) and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups; and (vi) accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

9.03.C.6. Interpretation of Contract Documents: Inform ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

9.03.C.7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and provide recommendations to ENGINEER; transmit to CONTRACTOR the decisions issued by ENGINEER.

9.03.C.8. Records: (i) Maintain files for correspondence, conference records, Submittals including Shop Drawings and Samples, reproductions of original Contract Documents including all Addenda, the signed Agreement, Written Amendments, Work Change Directives, Change Orders, Field Orders, additional Drawings issued after the Effective Date of the Agreement, ENGINEER's written clarifications and interpretations, progress reports, and other Project related documents; (ii) keep a diary or log book recording pertinent site conditions, activities, decisions and events.

9.03.C.9. Reports: (i) Furnish ENGINEER periodic reports of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Submittals submissions; (ii) consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work; and (iii) assist in drafting proposed Change Orders, Work Change Directives, and Field Orders, obtain backup material from CONTRACTOR as appropriate.

9.03.C.10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

9.03.C.11. Certificates, Maintenance and Operation Manuals, Record Documents, and Site Records: During the course of the Work, monitor that these documents and other data required to be assembled, maintained, and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

9.03.C.12. Substantial Completion: (i) Conduct an inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a list of items to be completed or corrected; (ii) submit to ENGINEER a list of observed items requiring completion or correction.

9.03.C.13. Completion: (i) Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR; and (ii) notify CONTRACTOR and ENGINEER in writing of all particulars in which this inspection reveals that the Work is incomplete or defective; and (iii) observe that all items on final list have

been completed, corrected, or accepted by OWNER and make recommendations to ENGINEER concerning acceptance.

9.03.D. Limitations of Authority: Resident Project Representative will not:

9.03.D.1. Have authority to authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER; or

9.03.D.2. Undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent; or

9.03.D.3. Accept Submittals from anyone other than CONTRACTOR; or

9.03.D.4. Authorize OWNER to occupy the Project in whole or in part; or

9.03.D.5. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SC-11.03.C. Delete paragraph 11.03.C of the General Conditions, and its sub-paragraphs, in its entirety and insert the following in its place:

11.03.C. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

11.03.C.1. If the total cost of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price at the time of award and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than 25 percent from the estimated quantity of such item indicated in the Bid Form; and

11.03.C.2. If there is no corresponding adjustment with respect to any other item of Work; and

11.03.C.3. If CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, either OWNER or CONTRACTOR may demand a Change in Contract Price. Such Change in Contract Price shall be based upon any increase or decrease in costs due solely to the variation above 125 percent or below 75 percent of the estimated quantity. If the quantity variation is such as to cause an increase in Contract Time necessary for completion, the Contractor may request an extension of Contract Time for the Delay in completion resulting from performing the quantity in excess of 125 percent of the estimated quantity. If the parties are unable to agree on the effect of any such variation in the quantity of unit price work, either the OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price and/or Contract Time in accordance with paragraph 10.05.

11.03.C.4. The estimates of quantities are only approximate. The Owner reserves the right to increase or decrease individual items in such amount as may be in his

sole judgment, to his best interests depending upon conditions encountered or observed during the Project. It shall be the Contractor's responsibility to satisfy himself as to the accuracy of the estimates.

11.03.C.5. Items identified as contingency items will be paid at the unit price regardless of variation in quantity of that particular item of unit price work performed by the Contractor.

SC-12.01.C.2.c. Supplement paragraph 12.01.C.2.c of the General Conditions as follows:

Except the maximum total allowable cost to OWNER shall be the Cost of the Work plus a maximum collective aggregate fee for CONTRACTOR and all tiered Subcontractors of 26.8 percent;

SC-13.03.A. Supplement paragraph 13.03.A of the General Conditions as follows:

CONTRACTOR shall establish an inspection program and a testing plan acceptable to the ENGINEER and shall maintain complete inspection and testing records available to ENGINEER.

SC-13.03.D. Supplement paragraph 13.03.D of the General Conditions as follows:

Tests required by Contract Documents to be performed by CONTRACTOR and that require test certificates be submitted to OWNER or ENGINEER for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or certification is not required, testing laboratories or agencies shall meet following applicable requirements:

13.03.D.1. Basic requirements of ASTM E 329, "Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials as Used in Construction" and ASTM D 3666, "Standard Specification for Minimum Requirements for Agency Testing and Inspecting Bituminous Paving Materials", as applicable.

13.03.D.2. Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Bureau of Standards or accepted values of natural physical constants.

**END OF SUPPLEMENTARY CONDITIONS**