

**NAMPA HIGHWAY DISTRICT NO. 1**

**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS  
FOR THE  
Robinson & Locust Roundabout  
Electrical Work**

**October 2024**



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**ADVERTISEMENT FOR BIDS**

**Nampa Highway District  
Nampa, Idaho  
Robinson & Locust Roundabout Electrical Work**

**Nampa Highway District** is requesting Bids for the construction of the following Project:

**Robinson & Locust Roundabout Electrical Work**

Separate sealed BIDS for **the Robinson & Locust Roundabout Electrical Work** will be received at the **Nampa Highway District Office located at 4507 12<sup>th</sup> Ave Rd. Nampa, Idaho 83686**, until **Thursday, October 31, 2024, at 9:15 am** local time. At that time the Bids received will be publicly opened and read aloud.

The work involves **installing street lights and foundations, wire, pulling wire, junction boxes, service pedestal installation and foundation, trenching and backfill, electrical permits. Anchor bolts for street light bases, pole, and mast arm will be provided by NHD1 at office.**

It is the intent of these documents to describe the work required to complete this project in sufficient detail to secure comparable bids. All parts or work not specifically mentioned which are necessary in order to provide a complete installation shall be included in the bid and shall conform to all Local, State and Federal requirements.

**All work performed under this contract shall be completed no later than April 21, 2025.**

**There are no Federal funds utilized in this project.**

The PROJECT **DOCUMENTS** may be examined at the following location(s):

**Nampa Highway District No. 1, 4507 12<sup>th</sup> Avenue Road, Nampa, Idaho  
between 6:30 a.m. and 4:30 p.m., Monday through Thursday**

The PROJECT **DOCUMENTS** may be obtained **electronically (by email) at no charge by contacting the Assistant District Engineer at (208) 467-6576 or [noble@nampahighway1.com](mailto:noble@nampahighway1.com). Recipients will be placed on a Bidders' List and notified of any Addendums.**

In determining the lowest responsive bid, the Owner will consider all acceptable bids on a basis consistent with the bid package. The Owner will also consider whether the bidder is a responsible bidder.

Before a contract will be awarded for work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent low bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

All bids must be signed and accompanied by evidence of authority to sign.

Bids must be accompanied by Bid Security in the form of a bid bond, certified check, cashier's check or cash in the amount of **5%** of the amount of the bid proposal. Said bid security shall be forfeited to the **Nampa Highway District No. 1** as liquidated damages should the successful bidder fail to enter into contract in accordance with their proposal as specified in the Instructions to Bidders.

**The Nampa Highway District No. 1** reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept the proposal deemed most advantageous to the best interest of **the Nampa Highway District No. 1**.

October 17, 2024,

Noble Lafferty, P.E.  
Assistant District Engineer

Dates Advertised: October 17 & 24, 2024

## **ISPWC - BIDDER'S CHECK LIST**

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

Check off when completed:

1.  Are all blank spaces filled out on Bid Form?
2.  Have questions arising from the bidding, contract, specifications or plans been submitted to the proper authority and resolved in the proper manner?
3.  Are Bid amounts shown correctly as well as extensions and totals? Recheck for errors or omissions. Both lump sum and unit prices must be shown in words and figures.
4.  Are authorized signatures properly affixed to the Bid form, giving also title, and Idaho Public Works Contractor license number, evidence of authority to sign, etc.?
5.  Have all plumbing, heating, air conditioning and electrical subcontractors to whom work will be awarded been listed, as well as their Idaho Public Works Contractor license number?
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 required in Article 14 of the Instructions to Bidders?

# INSTRUCTIONS TO BIDDERS

## Nampa Highway District No. 1

### Robinson & Locust Roundabout Electrical Work

#### TIME AND PLACE FOR DELIVERY OF BIDS:

Date: Thursday, October 31, 2024  
Time: 9:15 a.m.  
Place: Nampa Highway District No.1  
4507 12<sup>th</sup> Avenue Road  
NAMPA, IDAHO 83686

All questions associated with this bid are due to Nampa Highway District #1 by close of business Thursday, October 24, 2024, as required in Paragraph 7.03 below. All questions are to be sent to the Assistant District Engineer at [noble@nampahighway1.com](mailto:noble@nampahighway1.com).

#### ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Days* – Unless otherwise clarified, all references to days in these Instructions to Bidders shall mean calendar days.
  - B. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

#### ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

### 2.03 *Electronic Documents*

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
  - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.03.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
  - A. Bidder's State of Idaho Public Works contractor license number.
- 3.02 Contractor must have an Idaho Public Works Contractors License prior to signing the Contract pursuant to Idaho Code Title 54, Chapter 19.

### **ARTICLE 4—PRE-BID CONFERENCE**

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

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

- 5.01 *Site and Other Areas*
  - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 5.02 *Existing Site Conditions*
  - A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
  - B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data. In accordance with Paragraph 5.05 of the General Conditions, the Contractor is responsible for verifying the actual location of all Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work.
- 5.03 *Other Site-related Documents*
- A. No other Site-related documents are available.
- 5.04 *Site Visit and Testing by Bidders*
- A. It is the responsibility of the Bidder to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
  - B. Bidders visiting the Site are required to arrange their own transportation to the Site.
  - C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
  - D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
  - E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
  - F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- 5.05 *Owner's Safety Program*
- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.
- 5.06 *Other Work at the Site*
- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for



such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

## **ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

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

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

## **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows: [Email Engineer at noble@nampahighway1.com](mailto:noble@nampahighway1.com)
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than [seven](#) days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

## **ARTICLE 8—BID SECURITY**

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

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

#### **ARTICLE 9—CONTRACT TIMES**

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

#### **ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work:

**A. (not used)**

- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 11.04 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 and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, 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 subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.05 Per Idaho Code 67-2310, Bidder shall include in their bid the name(s), address(es), and Idaho Public Works Contractors License number(s) of the Subcontractors who will, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air conditioning work, and the electrical work under the general Contract. Failure to name Subcontractors as required by this section shall render any Bid unresponsive and void. Use Naming of Subcontractors Form 00440.

## **ARTICLE 12—PREPARATION OF BID**

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

- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.
- 12.13 All bids must be on the Bid Form provided in the Bidding Documents. Bids must be enclosed in a sealed envelope, endorsed, and addressed as follows:

Nampa Highway District No. 1  
Attn: "Robinson & Locust Roundabout Electrical Work – Bid Submittal"  
4507 12<sup>th</sup> Avenue Road  
Nampa, Idaho 83686

#### **ARTICLE 13—BASIS OF BID**

- 13.01 *Lump Sum* (not used)
- 13.02 *Base Bid with Alternates* (not used)
- 13.03 *Sectional Bids* (not used)
- 13.04 *Unit Price*
  - A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
  - B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 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.
- 13.05 *Allowances* (not used)

## **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package (as described in paragraph 12.13 above) with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

## **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

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

## **ARTICLE 16—OPENING OF BIDS**

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

## **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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

## **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 18.06 The purchase of construction services shall be made pursuant Idaho Statute Title 67, Chapter 28. The acquisition of construction services must be subject to a competitive bidding process made from a qualified public works contractor submitting the lowest bid price complying the bidding procedures and meeting prequalification criteria, if any are provided in accordance with I.C. 67-2805, that are established in the bidding documents. For a Category A bid process, the political subdivision may only consider the amount bid, bidder compliance with the administrative requirements of the bidding process, and whether the bidder holds the requisite State of Idaho Public Works Contractors License, and shall award the bid to the responsible bidder submitting the lowest responsive bid.

#### **ARTICLE 19—BONDS AND INSURANCE**

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

#### **ARTICLE 20—SIGNING OF AGREEMENT**

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

#### **ARTICLE 21—SALES AND USE TAXES**

- 21.01 (not used)

**ARTICLE 22—CONTRACTS TO BE ASSIGNED**

**ARTICLE 23—STATE OF IDAHO STATUTORY PROVISIONS**

23.01 Additional State of Idaho Statutory provisions to be aware of:

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

# BID FORM FOR CONSTRUCTION CONTRACT

## ROBINSON & LOCUST ROUNDABOUT ELECTRICAL WORK

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

### ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Nampa Highway District No. 1**  
**4507 12<sup>th</sup> Avenue Road**  
**Nampa, Idaho 83686**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

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

### ARTICLE 3—BASIS OF BID

- 3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

#### BID SCHEDULE SUMMARY

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1102.4.1.A.1	Nampa Standard Street Light	EA	16	\$	\$
1102.4.1.D.1	Wire Conductor, #6 THWN	LF	6,000	\$	\$



1102.4.1.E.1	2" RPC W/Pull Wire	LF	5,750	\$	\$
1102.4.1.F.1	Lighting Junction Box, S-40T/ADA	EA	35	\$	\$
1102.4.1.G.1	Dual Metered Roundabout Service Pedestal	EA	1	\$	\$
2010.4.1.A.1	Mobilization	LS	1	\$	\$
Total of All Bid Prices					\$

**ARTICLE 4—PRICE-PLUS-TIME BID (NOT USED)**

**ARTICLE 5—TIME OF COMPLETION**

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.02 Bidder agrees that the Work will be substantially complete on or before **April 21, 2025**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **May 1, 2025**.
- 5.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 6—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

6.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

6.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

6.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

--	--

**ARTICLE 7—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

7.01 *Bidder’s Representations*

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

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

7.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

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

Attest:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

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

Bidder's Contact:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>Nampa Highway District</b> Address <i>(principal place of business)</i> : <b>4507 12<sup>th</sup> Avenue Road</b> <b>Nampa, Idaho 83686</b>	<b>Bid</b> Project <i>(name and location)</i> : <b>Robinson &amp; Locust Roundabout Electrical Work,</b> <b>Canyon County, Idaho</b>  Bid Due Date: <b>October 31, 2024</b>
<b>Bond (5% of Total Bid Price)</b> Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

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

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

This Agreement is by and between **the Nampa Highway District No. 1, a body corporate and politic of the State of Idaho** (“Owner”) and \_\_\_\_\_ (“Contractor”).

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

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **installing street lights and foundations, wire, pulling wire, junction boxes, service pedestal installation and foundation, trenching and backfill, electrical permits. Anchor bolts for street light bases, pole, and mast arm will be provided by NHD1 at office.**

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Robinson & Locust Roundabout Electrical Work**

## ARTICLE 3—ENGINEER

3.01 The Project has been designed by the District Engineer, which is to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Parametrix Engineers.**

## ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **April 21, 2025** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **May 1, 2025.**

4.03 *Contract Times: Days (not used)*

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):  
1. Milestone 1: **N.A.**

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or 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):
1. *Substantial Completion*: Contractor shall pay Owner **\$2,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$2,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
  3. *Milestones*: Contractor shall pay Owner **\$2,000.00** for each day that expires after the date specified above for completion of the Gravity Irrigation System.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

**ARTICLE 5—CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. (not used)
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1102.4.1.A.1	Nampa Standard Street Light	EA	16	\$	\$
1102.4.1.D.1	Wire Conductor, #6 THWN	LF	6,000	\$	\$
1102.4.1.E.1	2" RPC W/Pull Wire	LF	5,750	\$	\$



Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1102.4.1.F.1	Lighting Junction Box, S-40T/ADA	EA	35	\$	\$
1102.4.1.G.1	Dual Metered Roundabout Service Pedestal	EA	1		
2010.4.1.A.1	Mobilization	LS	1		
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The Bid prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor’s Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **10** percent per annum.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions (pages \_\_ to \_\_, inclusive).
  - 5. Special Provisions (pages \_\_ to \_\_, inclusive)
  - 6. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 7. Exhibits to this Agreement (enumerated as follows):
    - a. **n.a.**
  - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

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

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

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

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

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

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

Owner:

Nampa Highway District No. 1

*(typed or printed name of organization)*

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

*(individual's signature)*

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

*(date signed)*

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

*(typed or printed)*

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

*(typed or printed)*

Attest: \_\_\_\_\_

*(individual's signature)*

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

*(typed or printed)*

Address for giving notices:

Nampa Highway District No. 1

4507 12<sup>th</sup> Avenue Road

Nampa, Idaho 83686

Designated Representative:

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

*(typed or printed)*

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

*(typed or printed)*

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

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

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

Email: \_\_\_\_\_

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

Contractor:

\_\_\_\_\_  
*(typed or printed name of organization)*

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

*(individual's signature)*

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

*(date signed)*

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

*(typed or printed)*

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

*(typed or printed)*

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

Attest: \_\_\_\_\_

*(individual's signature)*

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

*(typed or printed)*

Address for giving notices:

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

Designated Representative:

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

*(typed or printed)*

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

*(typed or printed)*

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

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

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

Email: \_\_\_\_\_

License No.: \_\_\_\_\_

*(where applicable)*

State: \_\_\_\_\_

## PERFORMANCE BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p><b>Owner</b></p> <p>Name: <b>Nampa Highway District No. 1</b></p> <p>Mailing address <i>(principal place of business)</i>:  <b>4507 12<sup>th</sup> Avenue Road</b>  <b>Nampa, Idaho 83686</b></p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>:  <b>Robinson &amp; Locust Roundabout Electrical Work,</b>  <b>Canyon County, Idaho</b></p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____  <i>Effective Date of Contract</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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

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



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

14. Definitions

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

## PAYMENT BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p><b>Owner</b></p> <p>Name: <b>Nampa Highway District No. 1</b></p> <p>Mailing address (<i>principal place of business</i>):  <b>4507 12<sup>th</sup> Avenue Road</b>  <b>Nampa, Idaho 83686</b></p>	<p><b>Contract</b></p> <p>Description (<i>name and location</i>):  <b>Robinson &amp; Locust Roundabout Electrical Work,</b>  <b>Canyon County, Idaho</b></p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____  (<i>Effective Date of Contract</i>)</p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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

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

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

# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

## Robinson & Locust Roundabout Electrical Work

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

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

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

### ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Terms used in Supplementary Conditions have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below:*

- A. *Days* – Unless otherwise clarified, all references to days in these Supplementary Conditions shall mean calendar days.

### ARTICLE 2—PRELIMINARY MATTERS

2.02 *Copies of Documents*

**SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:**

Owner shall furnish to Contractor **one (1)** printed or hard copy of the Drawings Contract Documents (including one fully signed counterpart of the Agreement), and **one (1)** in electronic portable document format (PDF).

### ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No Supplementary Conditions in this Article.

### ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.03 *Reference Points*

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

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

**SC-4.03 Add the following new paragraph immediately after Paragraph 4.05.A:**

- B. The Owner will provide engineer survey to establish the following reference points for construction control: [As indicated in the Contract Documents](#)

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

5.03 *Subsurface and Physical Conditions*

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

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

Report Title	Date of Report	Technical Data
<a href="#">FINAL Geotechnical Report Robinson Rd. &amp; Locust Ln. Roundabout Nampa, Idaho IGEO Project No. 320002</a>	<a href="#">November 30, 2020</a>	<a href="#">Sub-surface bore results and infiltration rate test results</a>

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: [There are no known drawings of existing physical conditions at or adjacent to the Site.](#)
- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at [the Nampa Highway District No. 1 office, 4507 12<sup>th</sup> Avenue Road, Nampa, Idaho during the hours of 6:30 a.m. to 4:30 p.m., Monday through Thursday,](#) or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

**SC-5.06 Delete Paragraphs 5.06A and 5.06B in their entirety and insert the following**

- A. No reports of drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used

**ARTICLE 6—BONDS AND INSURANCE**

6.01 *Performance, Payment, and Other Bonds*

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

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

6.03 Contractor's Insurance

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

D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following:

1. Nampa Highway District #1

E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

<b>Workers' Compensation and Related Policies</b>	<b>Policy limits of not less than:</b>
<b>Workers' Compensation</b>	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
<b>Jones Act (if applicable)</b>	
Bodily injury by accident—each accident	\$ 0
Bodily injury by disease—aggregate	\$ 0
<b>Employer's Liability</b>	
Each accident	Statutory
Each employee	Statutory
Policy limit	Statutory
<b>Stop-gap Liability Coverage</b>	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$0

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

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

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial



general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    - a. Such insurance must be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
  3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  4. Underground, explosion, and collapse coverage.
  5. Personal injury coverage.
  6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
  2. Any exclusion for water intrusion or water damage.
  3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
  4. Any exclusion of coverage relating to earth subsidence or movement.
  5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
  6. Any limitation or exclusion based on the nature of Contractor’s work.
  7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

<b>Commercial General Liability</b>	<b>Policy limits of not less than:</b>
General Aggregate	\$ 2,000,000

<b>Commercial General Liability</b>	<b>Policy limits of not less than:</b>
Products—Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 0
Bodily Injury and Property Damage—Each Occurrence	\$ 1,000,000

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

<b>Automobile Liability</b>	<b>Policy limits of not less than:</b>
<b>Combined Single Limit</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$ 1,000,000

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

<b>Excess or Umbrella Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

## ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

### 7.03 Labor; Working Hours

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

- Regular working hours will be 7:00 a.m. and 6:00 p.m. daily, excluding weekends and holidays.
- Owner's legal holidays are Federal Holidays.

## ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

## **ARTICLE 9—OWNER’S RESPONSIBILITION**

No Supplementary Conditions in this Article

## **ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION**

No Supplementary Conditions in this Article

## **ARTICLE 11—CHANGES TO THE CONTRACT**

No Supplementary Conditions in this Article.

## **ARTICLE 12—CLAIMS**

No Supplementary Conditions in this Article.

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

### *13.03 Unit Price Work*

#### **SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:**

##### *E. Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the extended price of a particular item of Unit Price Work amounts to **50** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **15** percent from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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

No Supplementary Conditions in this Article.

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

No Supplementary Conditions in this Article.

**ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

No Supplementary Conditions in this Article.

**ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES**

No Supplementary Conditions in this Article.

**ARTICLE 18—MISCELLANEOUS**

No Supplementary Conditions in this Article.

**END OF SUPPLEMENTARY CONDITIONS**

# **NAMPA HIGHWAY DISTRICT #1**

## **Robinson Rd & Locust Ln Roundabout Canyon Count, Idaho**

### **Special Provisions to modify the**

2017 Highway Standards and Development Procedures for the Association  
of Canyon County Highway Districts;

Idaho Standards for Public Works Construction (ISPWC), Latest Edition;  
and

2020 City of Nampa Standard Construction  
Specifications for Section 1102

Prepared by

**Parametrix**

August 2024

This stamp certifies the attached modifications to the documents referenced above presented in this document. The stamp does not certify the content of these documents.

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# **SPECIAL PROVISIONS**

## **GENERAL NOTES**

### **1. HOURS OF WORK**

The Contractor shall be permitted to work during the following hours:

Monday – Friday, 8:00 AM – 6:00 PM, unless otherwise approved by Nampa Highway District #1 (NHD).

If night work is deemed necessary, provide the Engineer and the City a minimum of 1-week advance notice of nighttime work. All night work lighting shall be paid under Item 2010.4.1.A.1 – Mobilization.

### **2. COMPLETION TIME AND LIQUIDATED DAMAGES**

In accordance with the Agreement (form 00500), paragraphs 4.02 and 4.03, the project shall be substantially complete by April 21<sup>st</sup>, 2025. Contractor shall work diligently to minimize the duration of the road closures and shall re-open closed alleyways and roads to traffic as soon as practical.

Liquidated damages in the amount of \$2,000 per day will be charged for delays.

### **3. PRE-CONSTRUCTION MEETING**

All contractors, sub-contractors, and utility contractors shall attend a pre-construction conference. A Notice to Proceed will not be issued until a minimum of two (2) days after the pre-construction meeting, held at NHD offices.

### **4. INFORMATION GIVEN PRIOR TO AWARD**

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is NHD's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data, or interpretations that NHD discovers is lacking and may be important to all bidders will be furnished in the form of an addenda, the receipt of which shall be acknowledged by the bidder.

### **5. ACCESS DURING CONSTRUCTION**

All activities shall comply with the NHD's Right-of-Way Policies.

Local and emergency vehicle access shall be maintained at all times, including access to adjacent properties. Access to and from driveways and approaches shall remain open to traffic at all times except for short-term minor closures. These minor closures

must be coordinated with NHD, the project inspector, and the property owner. Contractor shall provide an adequate surface (free of protruding rocks, holes and mud) for all emergency vehicles, vehicles traveling to nearby residences and businesses, and pedestrians (if site has existing pedestrian facilities). The Contractor shall keep all pedestrian walkways and traffic lanes clear of equipment and materials during nonworking hours.

Contractor shall coordinate with all the local service providers (mail delivery/garbage pick-up/school buses) to ensure a suitable plan for all parties is provided for during construction activities.

The cost to maintain access shall be considered incidental to other items of work and no separate payment will be made.

## **6. ADJACENT PROPERTY OWNER COORDINATION**

The Contractor shall notify each property owner of the impending construction activities seven (7) days prior to beginning any work.

Throughout construction, the Contractor shall coordinate specific items of work affecting each adjacent property with the property owners. The Contractor shall coordinate with property owners seven (7) days in advance of activities restricting access to driveways and property. Driveway closures shall be limited to no more than three (3) consecutive days.

## **7. ASPHALT AND CONCRETE CUTTING**

All cutting of existing asphalt pavement and concrete, including curbs and sidewalks, shall be by saw. All slurry, dust, and byproducts shall be contained onsite with no exposure to the storm drain and irrigation systems. The costs associated with cutting existing asphalt pavement and concrete shall be considered incidental to other items of work and no separate payment will be made.

## **8. BASIS OF QUANTITIES AND PAYMENT**

The intent of the drawings and specifications is to provide a complete package. **No separate payment will be made for items not specifically called out in the Bid Schedule.** Any such work shall be considered incidental to all other items of work.

Unless otherwise specified herein, all quantities are based upon in-place, completed, and accepted units.

NHD will supply the Contractor a copy of the bid schedule in Microsoft Excel. By the 25th of each month the contractor shall return an electronic copy of the spreadsheet with quantities that are to be paid for that month. Each bid item shall be accompanied with the appropriate backup documentation on how the pay quantity was calculated. This shall include such documentation as, but not limited to; stationing, location, tallied weight tickets, sketch of calculated areas, and/or any other appropriate documentation to verify



the pay quantity request. NHD will verify quantities prior to remitting payment. Items failing to have the appropriate backup supporting documentation will not be paid until the information is supplied. The cost associated with providing the above outlined documentation shall be considered incidental to the project and no additional compensation will be granted.

**9. CONSTRUCTION PHASING AND TRAFFIC CONTROL**

Traffic Control will not be part of this contract. NHD will install and maintain all traffic control during the duration of this project.

**10. CONSTRUCTION REQUIREMENTS FOR ADA**

ADA-compliant facilities during construction are not anticipated to be necessary given there are no existing pedestrian or bicycle facilities within the project construction limits. Should the need arise for ADA-compliant facilities during construction the Contractor shall immediately notify the Engineer.

**11. DOCUMENT PRECEDENCE**

The intent of the drawings and specifications is to provide a complete package. All work shall be performed, measured, and paid for as identified in the Special Provisions, the 2020 IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), the 2017 Highway Standards and Development Procedures for the Association of Canyon County Highway Districts, and the 2020 City of Nampa Modifications to Section 1102 of the ISPWC. The Contractor is required to be a holder of all three documents. In the event of a conflict between these documents, the order of precedence shall be as follows:

1. Special Provisions
2. NHD Supplemental Specifications
3. 2017 Highway Standards and Development Procedures for the Association of Canyon County Highway Districts
4. 2020 City of Nampa Supplemental Modifications to Section 1102
5. ISPWC

Only plan sets stamped “Approved for Construction” and signed by the engineer shall be used for construction. Use of plans not stamped “Approved for Construction” shall be grounds for the issuance of a stop work order.

**12. EXCESS MATERIAL**

The Contractor shall be responsible for providing a site for the disposal of excess or unsuitable materials, unless specifically noted otherwise in the contract documents. If bituminous material is to be disposed of, the site shall meet the requirements of the Idaho Department of Environmental Quality. No separate payment shall be made for the acquisition or operation of the sites, nor for loading, hauling or unloading of the materials

to or from the site. Additional stormwater pollution prevention and erosion control measures required to manage the excess material site shall be the Contractor's responsibility and no separate payment will be made.

**13. GEOTECHNICAL INFORMATION**

A geotechnical report was prepared for this project. Contractor is to review and understand the recommendations contained in the memorandum.

Groundwater was not encountered during the field exploration. Based on well logs in the vicinity, it is anticipated to be approximately 15-30 feet below ground.

Temporary cut slopes and trenches during construction must comply with local, state, and federal codes, ordinances, and regulations. Trench excavation shall utilize a trench box or 2:1 layback slopes.

**14. MAINTENANCE DURING CONSTRUCTION**

The Contractor shall be responsible for project maintenance throughout the life of the contract. This responsibility includes, but is not limited to, blading, sweeping, proper and adequate drainage, access for emergency equipment, appropriate access for property owners, and dust control. All project maintenance activities shall also conform to requirements specified in any project permits. BMP's at the project site shall be the sole responsibility of the Contractor.

The Contractor shall be responsible for maintaining both on-site and off-site roadway facilities that are adversely affected by construction activities, including hauling. This maintenance may include, but is not limited to, street sweeping to eliminate tracking (within the project limits, adjacent streets, private driveways, and parking lots), and roadway repairs due to truck and equipment traffic. Required roadway facility maintenance shall be at the discretion of the NHD.

The cost of all project maintenance and roadway facility work, including temporary asphalt patches, shall be considered incidental to other items of work and no separate payment will be made.

**15. PERMITS**

Contractor is responsible for procuring and paying all fees associated with the following permits;

- Electrical Permit – Contact Canyon County Building Department (208) 454-7458

All work needed to comply with the requirements of these permits that are not covered under a separate bid item, shall be paid for under Item 2010.4.1.A.1 – Mobilization.

**16. POWER LINES (OVERHEAD), HIGH VOLTAGE**

The Contractor's attention is directed to, and compliance is required with, the requirements of Title 55, chapter 24, Idaho Code, which regulates certain work by Contractors near high voltage, overhead, power lines. Contractor to coordinate separation measurements prior to setting foundations or poles. Contractor to be aware that during installation Idaho Power will not cover nor de-energize the lines for working distance encroachments that are less than 10 feet.

**17. POWER FOR LIGHTING**

The Contractor will be responsible to coordinate with Idaho Power requesting power to the illumination. The Contractor is responsible for requesting and the payment of this Work Order. The Idaho Power Work Order shall be submitted directly to NHD for payment without any additional overhead premiums by the Contractor and will be paid under Item 1102.4.1.H.1 – Utility Service and Connection Fee.

**18. PROTECTION OF EXISTING ITEMS**

All items outside of the right-of-way shall be retained and protected unless specifically noted otherwise on the plans.

Damage to any area or items outside the construction limits of this project, including existing landscape, irrigation and storm drain facilities, pavement, curb, gutter, and/or sidewalk shall be promptly repaired by the Contractor to a condition meeting or exceeding the pre-damaged condition. The Contractor shall repair to the Owner's satisfaction, at no cost to the project or NHD, any such facilities damaged by his operations.

The Contractor shall be responsible for protecting the existing trees not called out for removal within the project area and must use practicable care in the protection of trees, tree branches and tree roots within the construction limits. Excavation for the proposed improvements shall be carried out in a way that avoids root damage as much as practicable. This may require handwork, which shall be considered incidental to other items of work and no separate payment will be made.

If any pipes are found during construction that are not identified or incorporated in the design plans the Contractor shall contact NHD immediately.

**19. QUALITY ASSURANCE AND FAILED TESTS**

The contractor shall be responsible for providing and paying for all costs associated with all testing required by the Project Specifications. All tests shall be performed by a certified testing laboratory and certified test results shall be submitted to the Engineer. Re-testing necessitated by the failure of quality assurance testing of materials placed by the Contractor shall be at the Contractor's expense. These costs shall be deducted from progress estimates.

**20. SITE CLEANUP**

Upon completion of all work, the Contractor shall clean the entire construction site. Final clean up shall consist of removal of all construction debris, trash, etc. from the site. Final cleanup shall be considered incidental to the project and no separate payment will be made.

**21. SOURCES**

The Contractor shall use approved commercial sources for materials. All materials furnished on or for the project shall meet the minimum requirements of the approving agency or project specifications, whichever is more restrictive. Contractor shall furnish proof that all materials meet the requirements at the request of NHD or the engineer.

**22. UTILITY INFORMATION**

Utility coordination will not be part of this contract. NHD will conduct all utility coordination activities during the duration of this project. Utility information is shown on the plans only for surface features, and if provided by the owner of the utility for nonsurface features. The information shown is for reference purposes only and does not necessarily represent actual field conditions. Any conflicts encountered with utilities during construction activities should be immediately brought to the attention of NHD.

**23. LIGHT POLE, ITEM 1102.4.1.A.1**

Nampa Highway District No. 1 will provide light poles, anchor bolts, hardware, and mast arm at their yard. It will be the responsibility of electrical contractor to provide transport, foundation, installation, wiring, luminaire and all other incidental items required.