

BIDDING REQUIREMENTS &
CONDITIONS OF AGREEMENT

**ITD D3 Improvements
and Training Center**

8150 W Chinden Blvd.
Garden City, ID 83714

Architect

CSHQA

200 Broad St.

Boise, ID 83702

B: 208-343-4635 F: 208-343-1858

Construction Manager/General Contractor

CM Company, Inc.

431 W McGregor Dr

Boise, ID 83705

B: 208-384-0800 F: 208-345-5323

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ADVERTISEMENT FOR BIDS

Sealed bids will be received by **CM Company** for the **ITD D3 Improvements and Training Center** project. Bids will be received, opened, and read aloud at **Idaho Transportation Department Office, Building 8** located at **11331 W Chinden Blvd., Boise, ID 83714** on **Thursday, May 23, 2024**. Bidders and other interested parties are invited to be present at the bid openings.

Note: This will have staggered bid openings. Refer to the “Bid Package Index” in Part A:8 of Bidding Requirements for bid due times.

“Name on Bid Form must match name on Idaho Public Works License”

Drawings and specifications, including bidding documents and conditions of agreement, are available electronically via Dropbox link below:

<https://www.dropbox.com/scl/fo/66kh5ybh8x3xnwb85pvfz/AAVeQSDovIWUrtNbZDSJGHg?rlkey=3d3r3ibjc9dhcpnoitxq75rhk&st=ghiontas&dl=0>

All bids must be submitted on the forms furnished and must be signed by the bidder in pen and ink with his name and mailing address.

Bids received after the time set for opening shall not be considered and no bidder may withdraw his bid after the hour set for opening or before award of purchase order unless said award is delayed for a period exceeding sixty (60) days.

CM Company reserves the right to reject any or all bids, waive any informalities, or to accept the bid or bids deemed to be in the best interest of Idaho Transportation Department.

Each bid must be accompanied by a bid bond with a surety company licensed to do business in Idaho or a certified or cashier's check drawn on an Idaho bank in an amount not less than 5% of the total bid made payable to Idaho Transportation Department. The bidder, in the event of failure to sign the contract or furnish the necessary 100% performance bond and the necessary 100% payment bond, will forfeit this surety.

Bidders shall be registered in the State of Idaho, in accordance with the Department of Self-Governing Agencies as a “Contractor” licensed in the State of Idaho, in accordance with provisions of an act known as “Public Works Contractor’s State License Law, Title 54, Chapter 19, Idaho Code Amended”. The term “Public Works Contractors” includes the general, sub or specialty contractor. If the prime bidding contractor is a Type 4 Specialty Construction contractor, he must perform more than 50% of the work under his own specialty licenses or his bid will be rejected under the requirements of IDAPA 07, TITLE 05, Chapter 01, Section 07.05.01 – Rules Of The Public Works Contractors License Board – Division Of Building Safety.

Before any contract is awarded for the work contemplated herein, Independent Idaho Transportation Department shall conduct such investigation, as it deems necessary to determine the performance record and ability of the apparent low bidder to perform the type and size of project specified under this contract. Upon request, the bidder shall submit such information as deemed necessary for such evaluation.

The successful contractor shall carry out his employment practices and payment of wages according to the provisions of Title 44 Chapter 10, Sections 44-1001 through 44-1006 inclusive, Idaho Code Amended, and shall comply with the Equal Employment Opportunity provisions as defined in the respective Code of Federal Regulations.

Any contract for purchase of any materials, supplies, services or equipment, the bidder domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible bidder domiciled in Idaho as would be required for such an Idaho domiciled bidder to succeed over the bidder domiciled outside Idaho on a like contract being let in his domiciliary state.

End of Advertisement for Bids

REQUEST FOR PROPOSAL AND BID

Bid Date: May 23, 2024

From: Idaho Transportation Department, Building 8
11331 W Chinden Blvd.
Boise, ID 83714

You are hereby invited to submit a bid for goods and services for:

PROJECT TITLE: ITD D3 Improvements and Training Center

PROJECT LOCATION: 8150 W Chinden Blvd.
Garden City, Idaho

A **pre-bid conference and job walk** will be held on **Monday, May 13, 2024, at 1:30 P.M.** at the project's location.

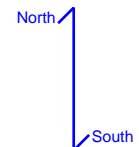
Questions regarding the Request for Proposal and Bid must be submitted in writing and received by CM Company, Inc.; Project Construction Manager, NO LATER THAN FIVE (7) WORKING DAYS PRIOR TO BID OPENING. Questions received after this date will not be considered.

Idaho Transportation Department, CM Company, Inc. or CSHQA will not be responsible for verbal interpretations. Questions will be answered by written addenda and be emailed to all Bidders on the plan holder list. All addenda issued during the bid period will be incorporated into the Contract. Addenda issued prior to bidding shall be acknowledged on the Bid Form. Failure to acknowledge addenda may be cause for rejection of bid as non-responsive.

Submit questions in writing via email or fax to:

CM Company, Inc.
Attn: Sean Setterberg
431 W McGregor Dr.
Boise, ID83705
F: 208-345-5323
seans@cmcompany.com

PRE-BID MEETING LOCATION MAP
Attached and made a part hereto



NOTICE CONCERNING PUBLIC WORKS CONTRACTORS STATE LICENSES

The Idaho Law requires that prime contractors, subcontractors, and specialty contractors alike must hold licenses as “Public Works Contractors” before submitting bids on public works projects.

The only exception to the basic rule is that a bidder on a project that is to be financed by a direct federal grant-in-aid program need not hold a license to bid, however, he must obtain a license PRIOR to the AWARD on any contract or subcontract or the performance of any work. (Use of federal “revenue sharing” funds does not, however, qualify a project as being financed in whole or in part by a direct federal grant-in-aid program.)

Some projects may attract general contractors, subcontractors, and specialty contractors from outside the state who may not be familiar with Idaho licensing requirements. In these instances, it is especially important that reasonable steps be taken to insure that all prospective bidders be made aware of licensing requirements before the bid opening. The following list of agency references is included for the general information of all interested parties.

<u>SUBJECT</u>		<u>ADDRESS/TELEPHONE</u>
FOREIGN CORPORATION	(208) 334-2301	Secretary of State Statehouse – Room 203 Boise, Idaho 83720
LICENSING – PUBLIC WORKS CONTRACTORS	(208) 334-4057	Public Works Contractors State License Bureau 1090 E. Watertower Street Meridian, Idaho 83642
LICENSING – ELECTRICAL CONTRACTORS & JOURNEYMEN	(208) 334-2183	Electrical Safety Bureau Division 277 North 6th Street Boise, Idaho 8372
TAXES INCOME/WITHHOLDING	(208) 334-7660	Tax Commission 800 Park Boulevard Boise, Idaho 83706
WORKMEN’S COMPENSATION	(208) 334-6000	Industrial Commission 317 Main Street Boise, Idaho 83702
UNEMPLOYMENT COMPENSATION	(208) 334-6316	State Department of Employment 317 Main Street Boise, Idaho 83702
LABOR AND LIEN LAWS	(208) 334-2327	Department of Labor & Industrial Services 277 North 6th Street Boise, Idaho 83702

INSTRUCTIONS TO BIDDERS

GENERAL PROVISIONS

HEADINGS: Headings used in these Instructions are for convenience only.

REJECTION OF BIDS, WAIVER OF INFORMALITIES OR CANCELLATION: Prior to the effective date of a contract, Idaho Transportation Department shall have the right to accept or reject all bids, to waive any minor deviations/informalities or to cancel the bid.

ORAL INFORMATION: Questions concerning a bid must be directed in writing to the designated Design Professional (architect or engineer) or Construction Manager no less than seven (7) calendar days before bids are due unless provided otherwise via an addendum. Oral information is not binding and any reliance by a bidder on any oral information or representation is at the bidder's sole risk. Any information given a prospective bidder in response to a written question will be provided to all prospective bidders by an addendum, if such information is necessary for purposes of submitting a bid or if failure to give such information would be prejudicial to uninformed bidders.

PUBLIC RECORDS: The Idaho Public Records Law, Sections 9-337 through 9-348, Idaho Code, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. Unless exempted by the Public Records Law, your bid will be a public record subject to disclosure under the Public Records Law. Any questions regarding the applicability of the Public Records Law should be addressed to your legal counsel prior to submission.

FORM OF AGREEMENT: Unless otherwise specified in the bid documents, the agreement between the successful bidder and the Owner ("Idaho Transportation Department") shall be the AIA A132 – 2019 Standard Form of Agreement Between Owner and Contractor (CM Company as Adviser/Owner of Agent).

PERFORMANCE AND PAYMENT BONDS: A performance bond and payment bond are required for this Project, each in an amount of not less than one hundred percent (100%) of the Contract Price. The performance and payment bonds shall be a standard surety form certified approved to be the same as the AIA A312 form and shall be executed by a surety or sureties reasonably acceptable to the Owner and authorized to do business in the State of Idaho. Bonds must be provided within ten (10) calendar days following receipt of a Notice of Intent to Award.

BID SUBMISSION PROCESS

BID DOCUMENTS: The bid documents are available from the Design Professional or as provided in the Invitation to Bid or advertisement for bids. The responsibility is on the bidder to use a complete set of bid documents to prepare its bid and neither the Owner nor the Design Professional shall incur any liability for the bidder's failure to do so. Bidders obtain no ownership interest or any use rights, except to use in preparation of their bid, by issuance of the bid documents.

Bidders and Sub-bidders shall field verify all dimensions pertaining to the Work and shall be responsible for the determination of all quantities of materials required for the completion of the Work. The bidder shall not rely on the scale drawings of the Bidding Documents in his determination of required materials quantities. No allowance shall be made for Bidder's failure to field-verify dimensions.

If a deposit is required, the deposit will be returned to a bidder returning the complete bid documents in good condition no more than twenty (20) days after a Notice of Intent is issued and the amount of any deposit returned may be reduced if the bid documents returned are not complete or are damaged. A bidder awarded a Contract may also keep the bid documents and any deposit will be returned.

ADDENDA: In the event it becomes necessary to revise any part of the bid documents, addenda will be issued. Information given to one bidder will be available to all other bidders if such information is necessary for purposes of submitting a bid or if failure to give such information would be prejudicial to uninformed bidders. It is the bidder's responsibility to check for addenda prior to submitting a bid. A bidder is required to acknowledge receipt of all addenda by identifying the addenda numbers in the space provided on the bid proposal form. Failure to do so may result in the bid being declared non-responsive. No addenda will be issued less than four (4) calendar days before the closing date unless the bid closing date is extended.

REVIEW: It is the bidder's responsibility to review the bid documents and compare them as needed, including with regard to any other work that is or may be under construction that might affect the bidder or its work, to examine the site and local conditions and to report, in writing, any questions, errors, inconsistencies or ambiguities to the Design Professional.

PRODUCTS SPECIFIED AND PROPOSED SUBSTITUTIONS: Materials, products, or equipment, if specified by name or manufacturer, establish the standard of quality required and that must be met by any proposed substitution. Requests for substitutions must be made in writing to the Design Professional no less than ten (10) calendar days prior to the bid closing unless provided otherwise via an addendum. Such requests must provide detailed information to allow the Design Professional to determine if the proposed substitution is acceptable, including drawings or performance or test data and a detailed statement of how the substitution would change any other part of the Work. It is the bidder's obligation to satisfy this requirement and the Design Professional's decision shall be final. To be allowed, substitutions must be approved in an addendum to the bid documents.

BID FORM: Bids must be submitted on the bid proposal forms, or copies of forms, furnished by the Owner or the Design Professional. Bids submitted must contain an original signature in ink. The person signing the bid must initial any and all changes appearing on any bid form. If the bidder is a corporation or other legal entity, the bid form must be signed by an authorized designee.

BID PRICES: The bid form may require bidders to submit bid prices for one (1) or more items on various bases, including lump sum base bid, lump sum bid alternate prices, unit prices or any combination thereof. Bid amounts shall be expressed in words and numbers. The amount in words shall prevail if there is a discrepancy.

ALTERNATES: If the solicitation includes alternate bid items or unit prices, failure to bid on the alternates or unit prices may disqualify the bid. If bidding on an alternate does not change the base bid, indicate by "No Change." If bidding on all items is not required by the Contract Documents, bidders must affirmatively indicate that they are not bidding on those items.

TIME FOR SUBMISSION: Bids must be submitted on or before the time specified in the advertisement for bids. Any bid submitted late will be rejected.

SEALED ENVELOPE: Bids shall be submitted in a sealed envelope with the following clearly printed on the outside of the envelope: the Project number and Project name; the name and address of the bidder; and a statement, such as "BID ENCLOSED" to indicate that it is a bid.

The Construction Manager will provide all Bid Proposal Forms. The mailing envelope containing the Bid shall be addressed as follows:

Idaho Transportation Department
Attn: Travis Frei
11331 W Chinden Blvd., Building 8
Boise, ID 83714

Seal Bid enclosed for:
ITD D3 Improvements and Training Center
Bidders Name: _____
Bidders Address: _____
Bid Package No.: _____
Bid Package Description: _____

MAILED BIDS: When bids are mailed or shipped, the sealed envelope containing the bid shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. If mailed, the mailing envelope shall be addressed as follows:

Idaho Transportation Department
Attn: Travis Frei
11331 W Chinden Blvd., Building 8
Boise, ID 83714

It is the bidder's responsibility to ensure that its bid is delivered to the place designated for receipt on or before the specified closing time. The Owner assumes no responsibility for delays in the delivery of mail by the U.S. Post Office or private couriers. Bidders should be advised the intra-state mail system may increase delivery time from arrival at Central Postal to the place designated for receipt and should plan accordingly. **LATE SUBMISSIONS WILL BE REJECTED, WILL NOT BE OPENED AND WILL BE RETURNED TO THE BIDDER. NO DEVIATIONS WILL BE ALLOWED.**

BID CLOSING DECLARED: Immediately prior to the bid opening, the Owner's representative will declare the official bid closing. Any part of a bid not received prior to the bid closing declared by the designated representative will not be considered and will be returned to the bidder unopened. All bids shall be taken under advisement.

DRUG-FREE WORKPLACE: Upon award of contract, the Trade Contractor will be required to submit an affidavit certifying compliance with Title 72, Chapter 17, Idaho Code, requiring the Contractor and its subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the Contract. The form of affidavit is attached.

SEX OFFENDER REGISTRY: Upon award of contract, the Trade Contractor will be required to submit the signed document certifying compliance with Idaho Code 18-8329 prohibiting any person who is registered or required to register under the Idaho Sex Offender Act from being on school property while children under the age of 18 are present.

EXECUTIVE ORDER 2009-10: Bidder shall prepare and submit its bid based on compliance with Executive Order 2009-10 (http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html) and shall warrant that the bidder does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; bidder shall take steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties and/or termination of any Contract resulting from this bid.

LEGAL RESIDENCY REQUIREMENT: By submitting a bid, the bidder attests, under penalty of perjury, that he (the bidder) is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the bidder will be required to submit proof of lawful presence in the United States in accordance with §67-7903, Idaho Code.

PUBLIC WORKS CONTRACTOR'S LICENSE: This Project is not financed in whole or in part by federal funds. Bids will be accepted from those Contractors only (prime contractors, subcontractors and/or specialty contractors) who, prior to the bid opening, hold current licenses as public works contractors in the State of Idaho.

NAMING OF SUBCONTRACTORS: Section 67-2310, Idaho Code, requires general (prime) Contractors to include in their bid the name of the subcontractors who shall, in the event the Contractor secures the Contract, subcontract the plumbing, HVAC, and electrical work under the general (prime) Contract. Failure to name subcontractors as required by this section shall render any bid submitted by a general (prime) Contractor nonresponsive and void. Subcontractors named in accordance with the provisions of

this section must possess an appropriate license or certificate of competency issued by the State of Idaho covering the Contractor work classification in which the subcontractor is named.

Section 67-2310, Idaho Code, means three (3) separate areas of work: plumbing work, HVAC, and electrical work and the general (prime) Contractor to name the entity that will perform the Work, including if the entity is a subcontractor, a sub-subcontractor or the general (prime) Contractor submitting the bid. Failure to complete the Bid Proposal in full shall render a bid nonresponsive and void.

With regard to possessing an appropriate license or certificate of competency, all subcontractors listed by the general (prime) Contractor must have at the time of the bid opening a current license in the appropriate category (class, type and specialty category) as issued by the Public Works Contractors State License Board. In addition, plumbing, HVAC and electrical subcontractors shall have at the time of the bid opening a valid plumbing contractor's license, HVAC contractor's license or electrical contractor's license, respectively, as issued by the Idaho Division of Building Safety.

In determining if the above listed subcontractors are required on the Project, the Construction Manager will refer to the plans and specifications. If doubt exists prior to bid closing, potential bidders should contact the Construction Manager and the Design Professional who prepared the plans and specifications will be requested to make the determination. If plumbing, HVAC or electrical work are not shown on the plans and specifications, but are discovered by the bidder prior to the date of bid opening, then the bidder must request clarification from the Design Professional. Absent such clarification, Work will be considered incidental and naming of a subcontractor will not be required.

BID SECURITY

AMOUNT AND FORM OF SECURITY: To be considered, bids must be accompanied by an acceptable bid security in an amount not less than five percent (5%) of the total amount of the bid, including additive alternates. The security may be in the form of a bond or a certified or cashier's check. A standard surety bid bond form meeting all the conditions of AIA Document A310 is acceptable and, if used, must include a certified and current copy of the power of attorney if the bond is executed by the attorney-in-fact on behalf of the surety.

FORFEITURE: A successful bidder who fails to sign the Contract for the Work or furnish the required bonds within ten (10) calendar days following the receipt of notice of intent to award a Contract is subject to forfeiture in accordance with Section 54-1904E, Idaho Code.

RETENTION OF SECURITY: Bid security shall be retained for no more than forty-five (45) calendar days after the opening of bids, so long as the bidder has not been notified of the acceptance of the bid.

BID WITHDRAWAL

PRIOR TO BID CLOSING: If a bid has been submitted, it may be withdrawn in person by a bidder's authorized representative before the opening of the bids. A bidder's representative will be required to show identification and sign on a bid summary sheet before it will be released. After bid closing, no bid may be withdrawn except in strict accordance with these Instructions or applicable law.

BID MODIFICATION

PRIOR TO BID CLOSING: If a bid has been submitted, it may be modified by the submission of a written document contained in a separate sealed envelope marked "Bid Modification from [Name of Bidder] for "ITD Central Operations Facility Bid #1" **THE DOCUMENT MODIFYING THE BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE SUBMITTING BIDDER. IDAHO TRANSPORTATION DEPARTMENT RESERVES THE RIGHT TO REQUIRE PRESENTATION OF EVIDENCE SATISFACTORY TO IT TO ESTABLISH THE AUTHORITY TO ACT ON BEHALF OF THE SUBMITTING BIDDER. NO OTHER FORM OF MODIFICATION (INCLUDING TELEPHONE, FACSIMILE**

OR ELECTRONIC MAIL) WILL BE ACCEPTED. AFTER BID CLOSING, NO BID MAY BE MODIFIED EXCEPT IN STRICT ACCORDANCE WITH THESE INSTRUCTIONS OR APPLICABLE LAW.

RELIEF FROM BIDS

CONDITIONS FOR RELIEF: Relief from bids is subject to Sections 54-1904B through 54-1904E, Idaho Code. In the event a bidder discovers a mistake in its bid following the bid opening and wishes to withdraw its bid, the bidder shall establish to the satisfaction of the Owner, pursuant to Section 54-1904C, Idaho Code, that a clerical or mathematical mistake was made; the bidder gave the public entity (Owner) written notice within five (5) calendar days after the opening of the bid of the mistake, specifying in the notice in detail how the mistake occurred; and the mistake was material.

DETERMINATION: If the Owner determines that the bidder has satisfied the requirements of Section 54-1904C, Idaho Code, to entitle it to relief from a bid because of a mistake, it shall prepare a report in writing to document the facts establishing the existence of each required element. The report shall be available for inspection as a public record and shall be filed with the public entity soliciting bids. A bidder claiming a mistake and satisfying all the required conditions of Section 54-1904C, Idaho Code, shall be entitled to relief from the bid and have any bid security returned by the Owner. Bidders not satisfying the conditions of Section 54-1904C, Idaho Code shall be subject to forfeiture in accordance with Section 54-1904B, Idaho Code. A bidder who claims a mistake or who forfeits its bid security shall be prohibited from participating in any re-bidding of that project on which the mistake was claimed or security forfeited and the Owner may award the Contract to the next lowest responsive and responsible bidder.

BIDDER'S REPRESENTATIONS

REPRESENTATIONS UPON SUBMITTING A BID: By submitting its bid, a bidder represents and warrants the following:

1. The person signing the bid is authorized to bind the bidder;
2. It has all required licenses, permits or other authorizations necessary to submit its bid;
3. It has taken steps necessary to ascertain the nature and location of the Work and has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to: (i) conditions bearing upon transportation, disposal, handling and storage of materials; (ii) the availability of labor, water, natural gas, electric power and roads; (iii) uncertainties of weather, river stages or similar physical conditions at the site; (iv) the conformation and conditions of the ground; and (v) the character of equipment and facilities needed preliminary to and during the Work;
4. It has satisfied itself as to character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner as well as from the drawings and specifications provided as part of the bid package, and that any failure of the bidder to take such actions will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work;
5. It has received, read and reviewed the Contract, has submitted any questions in writing regarding the same and has received an answer to such questions;
6. Its bid is based upon the requirements of the Contract without exception;
7. It is in compliance with Title 72, Chapter 17, Idaho Code, regarding a drug-free workplace and has included the required affidavit regarding the same;
8. Its bid is in compliance with Executive Order 2009-10 regarding employment of persons not authorized to work in the United States;
9. It will retain bid security and hold and honor all base bid prices for sixty (60) calendar days from the date of bid opening, and cannot be withdrawn after the bid opening;
10. Its bid prices shown for each item on the bid proposal form include all labor, material, equipment, overhead and compensation to complete all of the Work for that item; and
11. It has included in its bid amount Idaho sales and/or use taxes on all materials and equipment and all other taxes imposed by law.

BID AWARD

AWARD METHOD: Public works construction contracts for the State of Idaho are awarded to the "lowest responsible and responsive bidder." The low bidder, for purposes of award, shall be the responsible and responsive bidder offering the low aggregate amount for the base bid item, plus any additive or deductive bid alternates selected by the Owner, and within funds available as determined by the Owner. Award is also subject to the requirements of Idaho Code, including without limitation: Title 67, Chapter 57; Title 67, Chapter 23; Title 54, Chapter 19; and Title 44, Chapter 10. It is the bidder's responsibility to conform to **ALL** applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist bidders in meeting applicable requirements but is not exhaustive and the Owner will not be responsible for any failure by any bidder to meet applicable requirements.

DETERMINATION OF RESPONSIBILITY: The Owner reserves the right to make reasonable inquiry about or from the submitting bidder or from third parties to determine the responsibility of a submitting bidder. Such inquiry may include, but not be limited to, inquiry regarding experience and expertise related to the Project, manpower and other resources, financial stability, credit ratings, references, potential subcontractors and past performance. The unreasonable failure of a submitting bidder to promptly supply any requested information may result in a finding of non-responsibility.

NOTICE OF EFFECTIVENESS: No Contract is effective until the authorized Owner's official has signed the Contract and the Notice to Proceed has been issued. The bidder shall not provide any goods or render services until the Contract has been signed by the Administrator of Idaho Transportation Department and the Contract has become effective. Furthermore, the Owner is in no way responsible for reimbursing the bidder for goods provided or services rendered prior to the signature of the Idaho Transportation Department's official and the arrival of the Notice to Proceed.

INCURRING COSTS: The Owner is not liable for any cost incurred by bidders prior to the Notice to Proceed.

PRIOR ACCEPTANCE OF DEFECTIVE BIDS OR PROPOSALS: The Owner generally will not completely review or analyze bids that appear to fail to comply with the requirements of the bid documents, nor will the Owner generally investigate the references or qualifications of those who submit such bids. Therefore, any acknowledgment that the selection is complete shall not operate as a representation by the Owner that an unsuccessful bid was responsive, complete, sufficient or lawful in any respect.

POST-AWARD SUBMITTALS: Upon receipt of a Notice of Intent to Award, the apparent low responsive and responsible bidder shall provide documentation required in such Notice. Such Notice of Intent to Award shall generally require the bidder to return to the Owner, within ten (10) days of receipt, a signed Contract, all required bonds, proof of insurance and documentation required by the Idaho State Tax Commission (report and affidavit).

OWNER'S RIGHT TO REJECT: Prior to execution of the Contract, the Owner or Design Professional shall provide written notice of any reasonable objection to any person or entity proposed by the bidder. Upon receipt of such notice, the bidder may withdraw its bid, without forfeiture, or propose a substitute and identify any change in any bid amount caused by such substitution. The Owner may accept or reject the substitution or the adjusted price. If the Owner rejects the substitution or the adjusted price, it will return the bidder's bid guarantee.

End of Instructions to Bidders

BID ENVELOPE LABEL

Mail Address Label

SEALED BID ENCLOSED

Idaho Transportation Department

Attn: Travis Frei

11331 W Chinden Blvd., Building 8

Boise, ID 83714



Sealed Bid Envelope Label

BID ENCLOSED

Bidder Name

Bidder Address

Bid Package # _____



BIDDERS CHECKLIST

This Bidders Checklist is offered to the prospective bidder as a means of checking his/her bid form in order to ensure that a complete bid is submitted, free from omissions and errors that could possibly lead to rejection of the Bid.

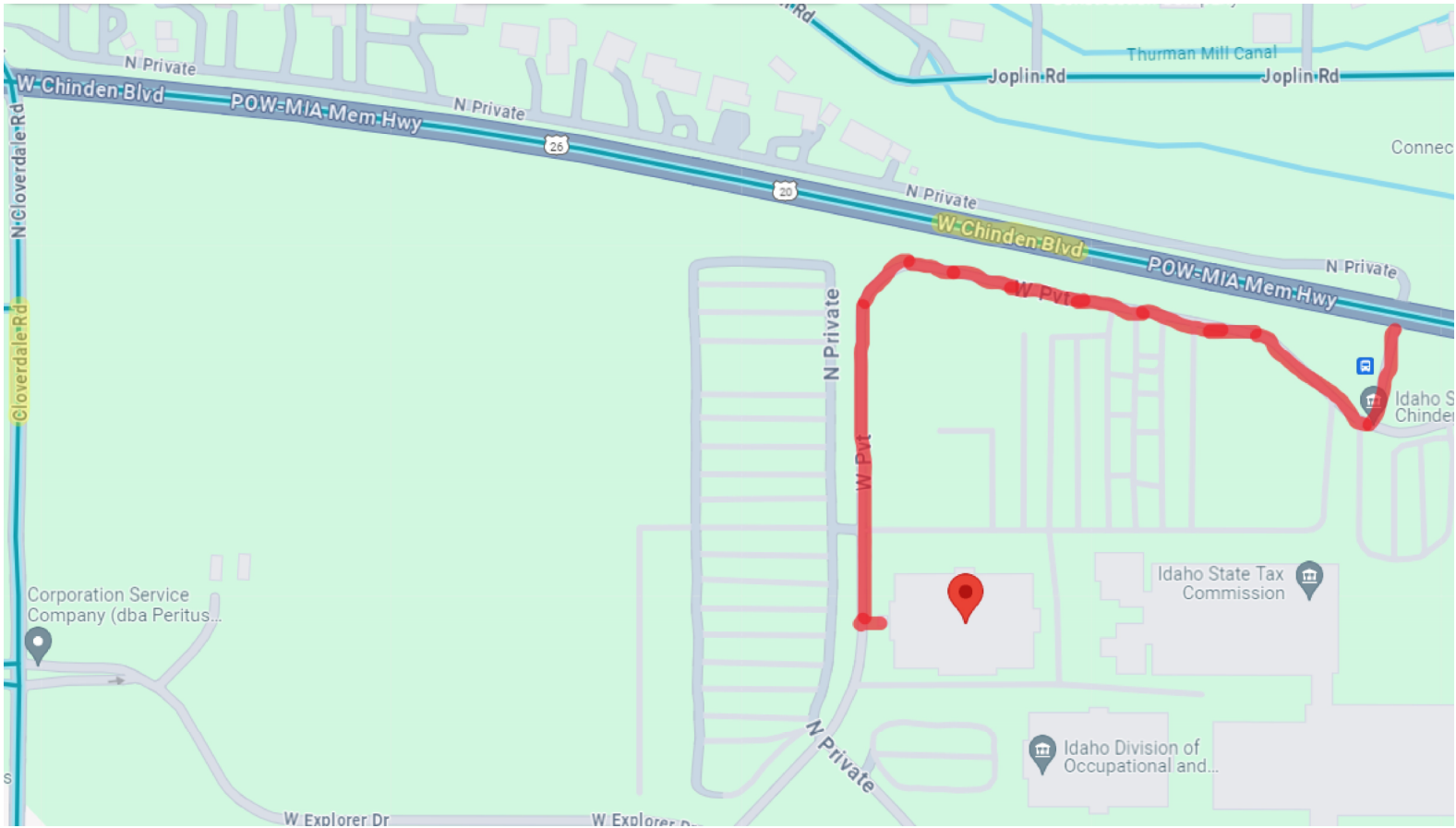
Check when completed:

- 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 alternate lump sum prices must be in figures.
- 4. Are authorized signatures properly affixed to the bidding documents, giving also title, Idaho Public Works Contractor's License number, etc.?
- 5. Have the required Bid Proposal forms been reviewed and complied with?
- 6. Have all Addenda been received and acknowledged with proper signature on the Bid Form.
- 7. Is a Bid Bond included in the sealed envelope? Bid security is required on this project in the amount of 5 % of bid. Separate bid security is required for each trade contract bid.
- 8. Is the Contractors Affidavit Concerning Alcohol and Drug Free Workplace included?
- 9. In order for a bid to be considered, all bidding documents must be placed in a properly addressed, sealed and labeled envelope and delivered to the specified authority prior to the time designated for the bid opening.

End of Bidders Checklist

BID OPENING LOCATION MAP

11331 W Chinden Blvd.
Building 8
Boise, ID 83714



**CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of a state construction contract and that _____ shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor

Address

City and State

By: _____
(Signature)

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

Commission expires:

NOTARY PUBLIC, residing at

BID PACKAGE INDEX

ITD D3 IMPROVEMENTS AND TRAINING CENTER

Pkg. No.	Description	Bid Due Date	Bid Due Time
# 01	Survey	05/23/24	9:30 A.M.
# 02	Demolition	05/23/24	9:45 A.M.
# 03	Earthwork	05/23/24	10:00 A.M.
# 04	Fencing & Gates	05/23/24	10:15 A.M.
# 05	Landscaping & Irrigation	05/23/24	10:30 A.M.
# 06	Concrete	05/23/24	10:45 A.M.
# 07	Reinforcing Steel	05/23/24	11:00 A.M.
# 08	Masonry	05/23/24	11:15 A.M.
# 09	Steel	05/23/24	11:30 A.M.
# 10	Architectural Woodwork	05/23/24	11:45 A.M.
# 11	Rough Carpentry	05/23/24	12:00 P.M.
# 12	Fluid Applied Membrane Air Barriers/ Exterior Insulated Finish System	05/23/24	12:15 P.M.
# 13	Roofing	05/23/24	12:30 P.M.
# 14	Joint Sealants	05/23/24	12:45 P.M.
# 15	Doors, Frames and Hardware	05/23/24	1:00 P.M.
# 16	Aluminum Storefront & Glazing	05/23/24	1:15 P.M.
# 17	Drywall, Metal Stud Framing	05/23/24	1:30 P.M.
# 18	Tiling	05/23/24	1:45 P.M.
# 19	Floor Covering	05/23/24	2:00 P.M.
# 20	Painting	05/23/24	2:15 P.M.
# 21	Specialties	05/23/24	2:30 P.M.
# 22	Roller Window Shades	05/23/24	2:45 P.M.
# 23	Hydraulic Elevators	05/23/24	3:00 P.M.
# 24	Fire Suppression	05/23/24	3:15 P.M.
# 25	Plumbing	05/23/24	3:30 P.M.
# 26	Heating, Ventilating and Air Conditioning	05/23/24	3:45 P.M.
# 27	Electrical & Communications	05/23/24	4:00 P.M.

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 9:30 A.M.
Bid Date: May 23, 2024

Bid Package #: 01
Bid Package Name: Survey

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 1 – General Requirements *
(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, equipment and permitting necessary to perform all **Survey** in accordance with the Bid Documents as listed above.

This Contractor is to provide and install the following:

- Building corners and gridlines.
- Temporary benchmarks relating to building finished floor elevation.
- Utilities, water, sanitary sewer.
- Curb and gutter radius and corner points.

All equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

It will be this contractor's responsibility to clean, repair or replace to pre-construction conditions any damage to existing conditions due to this contractor's work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 9:45 A.M.
Bid Date: May 23, 2024

Bid Package #: 02
Bid Package Name: Demolition

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Section 010001 – Basic Requirements *

Section 024100 – Demolition

(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this contract overview includes but is not limited to the following:

Provide labor, materials, supervision, and equipment required to perform **Demolition** in accordance with the Contract Documents as listed above.

This Contractor is to demolish, remove, and haul off the following:

- All site fencing, chain-link fencing and gates. Salvage items as indicated. Automatic gate, operator and loop detector by others (coordinate with Fencing Contractor).
- Saw-cut and remove existing asphalt paving as indicated.
- Saw-cut and remove existing concrete sidewalk as where shown.
- Saw-cut and remove existing portion of concrete slab for new elevator.
- Remove and salvage existing steel stairs.
- Remove existing elevator and supports to clear shaft opening.
- Remove existing walls, framing, drywall where indicated.
- Remove portion of existing wall to accommodate new door.
- Remove over-head door as indicated.
- Doors, frames and associated hardware.

- Remove existing window.
- All wall saw-cutting for new door openings where indicated.
- Saw-cut wall for new door opening.
- Remove existing exterior awning.
- Salvage all items as indicated.
- All drywall including soffits as indicated.
- All doors, frames, and hardware including glazing panels.
- Retain and protect all items as indicated.
- Demolition of electrical devices, equipment, light fixture, electrical signage, and fire alarm devices by others.
- All HVAC mechanical devices, equipment and controls by others.
- Coordinate with MEP contractors.
- Dumpster, haul off, fees, and disposal.
- Site specific safety plan, daily clean-up for this contractor's work.

All hoisting, machinery, or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This bid package includes all warranties per specification.

This Contractor shall properly cover and protect the installed product from damage or soiling due to the performance of this work and shall properly clean, restore, replace, and/or pay for the cleaning, restoration, or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid package does not include:

- Automatic gate, operator or loop detector.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 10:00 A.M.
Bid Date: May 23, 2024

Bid Package #: 03
Bid Package Name: Earthwork

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 1 – General Requirements *
Sheet S1.00 General Notes*
Sheet S1.00 Foundations

(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, equipment and permitting necessary to perform all **Earthwork** in accordance with the Bid Documents as listed above.

This Contractor is to provide and install the following:

- Asphalt paving.
- Asphalt striping, markings and symbols including obliterate existing markings where indicated.
- Retain and protect all items as indicated.
- Site grading, cut and fill where required. Import, place and compact all specified fill materials. Prep areas for base material installation to achieve finish grades.
- Moisture condition and compaction of exposed subgrade as specified.
- All excavation and backfill for building foundation and slab on grade. Import, place and compact all sub-base and base course materials.

- All Saw-cutting excavation and backfill for awning and metal stair foundations. Import, place and compact all sub-base and base course materials.
- All site excavation, backfill, and compaction. Import, place and compact all sub-base and base course materials at all asphalt paving areas, curbs, curb and gutter, concrete paving, sidewalks, valley gutter, bollards, pedestrian ramps.
- Removal and export of all spoils as required.
- Rough-grade at planter bed areas to be 17" below finish grade.
- Fire water trenching, bedding, backfill and compaction. Traffic control, asphalt cutting and patching, re-striping. Bring service trench to within 5' of building. Any required concrete cutting and patching to be included. Fire water piping and hot tap by others, coordinate with Fire Sprinkler contractor and City Service.
- Permits, submittals, site specific safety plan, daily clean-up for this contractor's work.

All hoisting, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

Provide all ISPWC / City of Garden City right-of-way permits required, procurement and cost of water for dust control as required, all traffic control, street cleaning and repair of damage to existing facilities (roads, curbs, asphalt, landscaping, etc.) and provide for the public protection throughout all earthwork.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

It will be this contractor's responsibility to clean, repair or replace to pre-construction conditions any damage to existing conditions due to this contractor's work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

This bid package does not include:

- Survey.
- Temporary fencing.
- Topsoil for landscaping areas.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the

total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 10:15 A.M.
Bid Date: May 23, 2024

Bid Package #: 04
Bid Package Name: Fencing & Gates

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 1 – General Requirements *
Sheet S1.00 Concrete*
Section 323113 – Chain Link Fences and Gates
(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, equipment and permitting necessary to perform all **Fencing and Gates** in accordance with the Bid Documents as listed above.

This Contractor is to provide and install the following:

- Remove existing gate, gate operator and loop detector, salvage and relocate as shown. Coordinate with Demolition and Electrical Contractors.
- Chain-link fencing as shown including footings, privacy slats and barbed wire.
- New card controlled man gate (card reader by others).
- New man gate.
- Relocate and install salvaged gate, loop detector and operator.
- New Chain-link vertical pivot gate system by Autogate.
- Base bid as indicated, Bid Alternate as specified.
- All operators, loop detectors, wiring including accessories, (line voltage by Electrical Contractor).
- All excavation, concrete footing, base and backfill for this contractors work.

- All required auguring, saw-cutting for this contractors work.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All hoisting, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

It will be this contractor's responsibility to clean, repair or replace to pre-construction conditions any damage to existing conditions due to this contractor's work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

This bid package does not include:

- Demolition of chain-link fencing.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bid Alternate # 1

Furnish and install (Including all applicable taxes)

(Add/Deduct): \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 10:30 A.M.
Bid Date: May 23, 2024

Bid Package #: 05
Bid Package Name: Landscaping & Irrigation

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 1 - General Requirements *
Section 328400 – Planting Irrigation
Section 329300 - Plants
(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision and equipment to furnish and install all **Landscaping and Irrigation** in accordance with the Bid Documents as listed above.

This Contractor is to furnish and install the following:

Planting, Groundcover

- Provide and place all fertilizers, surface and soil conditioners, screening, amendments and finish grading in accordance with the contract documents.
- All weed abatement per specifications.
- Trees furnished and installed including excavation and backfilling of specified soils and mulch to finish grade. Tree-ties for proper installation of trees is the responsibility of this Contractor.
- All planting including Shrubs, Perennials and Ornamental Grasses, furnished and installed including fine grading.
- Planter beds per specifications.

- Import and place topsoil as specified.
- Bark mulch.
- Fine grading at landscaping areas.

Irrigation System

- Connect new mainline to existing pressurized irrigation water.
- Irrigation main and branch lines, piping and sleeves, controllers, wiring and conduit, sprinkler, driplines, flow sensor, valves and boxes, backflow preventor, fittings, accessories and connections, trenching, bedding and backfill.
- Wall mount irrigation controller as shown, set-up per specifications, balance system as required. Coordinate with Electrical Contractor.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All hoisting, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace and pay for cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 10:45 A.M.
Bid Date: May 23, 2024

Bid Package #: 06
Bid Package Name: Concrete

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 1 – General Requirements *

Sheet S1.00 – General Notes*

Sheet S1.00 – Foundations*

Sheet S1.00 – Concrete

* (As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision and equipment necessary to form, pour, finish, strip and finish all building and exterior **Concrete** in accordance with the Bid Documents as listed above.

This Contractor is to furnish and install the following:

- Concrete curb, curb and gutter.
- Vertical curb at new planter beds.
- All concrete sidewalks.
- Building foundations, walls, footings, slab on grade including vapor barrier.
- All footings for structural steel columns including non-shrink grout.
- Rigid insulation at building foundation.
- Installation of templates and anchor bolts at steel columns, coordinate with Structural Steel Contractor (supplied by others).
- Non-shrink grout at all structural steel columns.

- Furnish and install all anchor bolts at sill plate wood framed walls. Coordinate layout with rough carpentry Contractor.
- Install Simpson hold-down anchor rods, coordinate layout with Rough Carpentry Contractor (supplied by others).
- Install all reinforcing steel and welded wire fabric (supplied by others).
- New elevator pit slab, sump pit and walls including install reinforcing steel, core drilling, embedded steel and epoxy.
- Epoxy embedded reinforcing including core drilling.
- Isolation, control and expansion joints.
- Installation of all reinforcing steel, bolts and templates (supplied by others, coordinate with Structural Steel Contractor).
- Concrete patching at existing SOG for new fire riser (coordinate with Fire Suppression Contractor).
- Weather protection for this contractor's work due to inclement weather including concrete blankets.
- Protection and curing.
- Concrete washout / eco-pan for this contractor's work.
- Layout for all foundations and footings, coordinate with site Superintendent.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All hoisting, machinery or equipment required to complete the delivery and installation of the exterior concrete is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

It will be this contractor's responsibility to clean, repair or replace to pre-construction conditions any damage to existing conditions due to this contractor's work.

Immediately upon award of bid package prepare and submit mix designs in accordance with specifications, no additional charges are to be made for hot or cold water, waiting time, overtime hours on regular working days or occasional Saturday deliveries as required to meet construction schedule.

This Contractor will commit to allocating sufficient quantities of manpower, concrete material and equipment to this project to meet the construction schedule established by the Construction Manager. All concrete work to be in accordance with specified standards. Any work not meeting required standards must be repaired and brought into compliance with the specified standards.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

This bid package does not include:

- Site demolition.
- Excavation.
- Sub-base and base materials.
- Field testing of concrete materials.
- Supply reinforcing steel.
- Footings for fencing.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 11:00 A.M.
Bid Date: May 23, 2024

Bid Package #: 07
Bid Package Name: Reinforcing Steel

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 1 – General Requirements *

Sheet S1.00 – General Notes*

Sheet S1.00 – Concrete*

Section 042000 – Unit Masonry*

* (As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide F.O.B. Jobsite, tax included all reinforcing steel required in accordance with the plans and specifications as listed above. This to include all rebar for concrete and masonry complete with welded wire fabric and shop drawings for both the building and site requirements.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

All contractors and suppliers are responsible to place their waste materials in the appropriate recycle bins provided and disposed of by the Construction Manager/Constructor.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 11:15 A.M.
Bid Date: May 23, 2024

Bid Package #: 08
Bid Package Name: Masonry

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 01 – General Requirements *
Section 042000 – Unit Masonry
(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision and equipment to furnish and install all **Masonry** in accordance with the Bid Documents as listed above.

This Contractor is to furnish and install the following:

- CMU wall infill at Training Addition Bldg. including reinforcing steel, core drilling and epoxy.
- CMU wall infill at Bldg. Improvement including reinforcing steel, core drilling and epoxy.
- All reinforcing steel install only, supplied by others.
- Concrete washout / eco-pan for this contractor's work.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All hoisting, scaffolding, machinery or equipment required to complete the delivery and installation of the exterior masonry is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is

the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

It will be this contractor's responsibility to clean, repair or replace to pre-construction conditions any damage to existing conditions due to this contractor's work.

Immediately upon award of bid package prepare and submit mix designs in accordance with specifications, no additional charges are to be made for hot or cold water, waiting time, overtime hours on regular working days or occasional Saturday deliveries as required to meet construction schedule.

This Contractor will commit to allocating sufficient quantities of manpower, concrete material and equipment to this project to meet the construction schedule established by the Construction Manager. All concrete work to be in accordance with specified standards. Any work not meeting required standards must be repaired and brought into compliance with the specified standards.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.

- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 11:30 A.M.
Bid Date: May 23, 2024

Bid Package #: 09
Bid Package Name: Steel

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 1 – General Requirements *
Division 5 – Metals
Sheet S0.01 - S0.05 Structural Notes
(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision and equipment to fabricate and install all required **Structural and Miscellaneous Steel** in accordance with the Bid Documents as listed above. This Contractor is to provide shop drawings for fabricated work and will receive approval on shop drawings prior to fabrication. It is the responsibility of this contractor to layout and field measure the conditions at the project site prior to fabrication of all structural and miscellaneous steel items deemed necessary.

This Contractor is to furnish and install the following:

- Field measuring.
- Shop drawings.
- F.O.B. to jobsite.
- All taxes included.
- All structural steel at elevator shaft including columns, beams, plates, bolts, anchors, core drilling embeds (wood blocking by others, coordinate with Rough Carpentry Contractor).
- Steel channel at existing wall for canopy attachment.

- Structural steel angle stiffeners.
- Structural steel at new canopy including columns, beams, plates, bolts, welds, angle iron, stiffeners, cold formed steel joists by others (coordinate with Steel Stud Framing Contractor).
- All bolts, core drilling and epoxy at existing concrete where indicated.
- New steel stairs including grate treads, stringers, landings, supports, angle iron, grade anchors, bolts, guard and hand rails all core drilling, attachments and epoxy.
- Metal Guardrail at (E) Stair 155, T.I.
- Install existing salvaged steel stairs, relocated and install at new location including stiffener, core drilling, embedded bolts.
- Structural steel at existing concrete wall for new opening including closure, core drilling, embedded bolts.
- All base plates, shear plates, structural angle iron, structural channels, bolts, anchors, epoxy, core drilling, templates.
- Embedded bolts and templates at new column footings supply only, installed by others (coordinate with Concrete Contractor).
- Roof access ladder and safety post.
- All shop and field welds as shown.
- Shop primer on all fabricated steel.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All craning, hoisting, scaffolding, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace and pay for cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

This bid package does not include:

- Cold formed steel framing.
- Non-shrink grout.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal – if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 11:45 A.M.
Bid Date: May 23, 2024

Bid Package #: 10
Bid Package Name: Architectural Woodwork

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 01 – General Requirements *

Section 064100 – Architectural Wood Casework

Section 123600 – Countertops

Section 079200 – Joint Sealants*

(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes, but is not limited to the following:

Provide labor, materials, supervision and equipment to furnish and install all **Architectural Woodwork** in accordance with the Bid Documents as listed above. This Contractor to provide shop drawings in a timely manner and field measure existing conditions after submittal approvals and prior to fabrication.

This Contractor is to furnish and install the following:

- All upper and lower cabinets with specified finish, shelving, doors, drawers and edging.
- All cabinet hardware and accessories including hinges, pulls, catches, shelf rests, drawer slides, locks, silencers, closet rods, grommets and brackets.
- Bathroom vanities with solid surface counters and backsplash.
- Plastic laminate on all surfaces as shown.
- Melamine on all surfaces as specified.
- All solid surface countertops and backsplash.
- All plastic laminate countertops and backsplash.

- Vinyl edge band where indicated.
- MDF materials where shown.
- All shelving including support brackets.
- Adjustable wall hung wood shelf.
- All supports and brackets required for this contractor's work.
- All wood trim, notching, reveals.
- Caulking and sealant for this Contractors work.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All hoisting, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the installed product from damage or soiling due to the performance of this work and shall properly clean, restore, replace and/or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

This bid package does not include:

- Wall backing

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 12:00 P.M.
Bid Date: May 23, 2024

Bid Package #: 11
Bid Package Name: Rough Carpentry

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 01 – General Requirements *

Section 061053 – Miscellaneous Rough Carpentry

Sheet S1.00 – General Notes*

Sheet S1.00 - Wood

Section 079200 – Joint Sealants*

(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes, but is not limited to the following:

Provide labor, materials, supervision and equipment to furnish and install all **Rough Carpentry** in accordance with the Bid Documents as listed above. This Contractor to provide shop drawings in a timely manner and field measure existing conditions after submittal approvals and prior to fabrication.

This Contractor is to furnish and install the following:

- All rough carpentry framing, pressure and fire treated where indicated.
- All plywood and OSB sheathing at roof, walls and parapets.
- Headers, trimmers, and king studs.
- Top and bottom plates.
- Simpson hardware, holdowns, straps and clips. Embedded holdowns installed by Concrete Contractor, coordinate layout.
- All miscellaneous wood framing, furring, blocking, wall backing, truss bracing, ledgers and nailers.

- Sliptrack at partition walls.
- Pre-manufactured roof trusses.
- All connections, fasteners, straps, bolts, lags and holdowns. Anchor bolts at bottom plate by others, coordinate layout with Concrete Contractor.
- Nailer at parapet coping cap.
- Submittals, as-builts, site specific safety plan, daily clean-up for this contractor's work.

All craning, hoisting, scaffolding, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the installed product from damage or soiling due to the performance of this work and shall properly clean, restore, replace and/or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 12:15 P.M.
Bid Date: May 23, 2024

Bid Package #: 12

Bid Package Name: Fluid Applied Membrane Air Barriers/ Exterior Insulated Finish System

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 1 – General Requirements *

Section 072400 – Exterior Insulation and Finish Systems

Section 072500 – Weather Barriers

Section 076200 – Sheet Metal Flashing and Trim*

Section 079200 – Joint Sealants*

(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision and equipment required to furnish and install **Fluid Applied Membrane Air Barriers & Exterior Insulated Finish System** in accordance with the Bid Documents as listed above.

This Contractor is to furnish and install the following:

- Fluid applied weather barrier.
- All accessories including sealants, tape, sealants at substrate joints or cracks.
- All flashings at openings as specified.
- Exterior Insulated Finish System.
- Insulation board mechanically fastened.
- Reinforcing mesh.
- Drainage layer.

- Continuous metal weep screed including flashing and flashing closure.
- All reveals.
- Water resistive barrier coating.
- Fluid applied flashing.
- All adhesives, trim, sealants and accessories for this Contractors work.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All hoisting, scaffolding, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This bid package includes all warranties per specification.

This Contractor shall properly cover and protect the installed product from damage or soiling due to the performance of this work and shall properly clean, restore, replace and/or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 12:30 P.M.
Bid Date: May 23, 2024

Bid Package #: 13
Bid Package Name: Roofing

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 1 – General Requirements *

Section 075423 – Thermoplastic Membrane Roofing
Section 076200 – Sheet Metal Flashing and Trim*
Section 077100 – Roof Specialties
Section 077200 – Roof Accessories
Section 078400 – Fire Stopping*
Section 079200 – Joint Sealants*
(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision and equipment required to furnish and install all **Roofing** in accordance with the Bid Documents as listed above.

This Contractor is to furnish and install the following:

- Mechanically fastened and adhered TPO roofing.
- Roof underlayment, cover boards and vapor retarder.
- Poly-Iso roof insulation including tapered insulation where shown and all accessories as specified.
- Roof walkway.
- Crickets.

- Saw-cutting, reglet, flashing, clips, termination bar and electrometric sealant as shown per 3/A72.
- Standing seam metal roof with concealed fasteners at new canopy.
- Steel channel and J-channel at roof canopy existing wall edge including metal base flashing, counterflashing and sealant.
- All metal flashing and trim at roofing locations.
- Parapet coping cap (wood nailer by others).
- Flashing, collars and boots for all roof penetrations.
- Scupper and downspouts.
- Pre-cast concrete splash blocks.
- Adhesives, sealant, trim, mechanical fasteners and caulking for this Contractors work.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All hoisting, scaffolding, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This bid package includes all warranties per specification.

This Contractor shall properly cover and protect the installed product from damage or soiling due to the performance of this work and shall properly clean, restore, replace and/or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 12:45 P.M.
Bid Date: May 23, 2024

Bid Package #: 14
Bid Package Name: Joint Sealants

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 01 – General Requirements *
Section 079200 – Joint Sealants
(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision and equipment required to furnish and install Joint Sealants in accordance with the Bid Documents as listed above.

This Contractor is to furnish and install the following:

Exterior Joints

- Wall expansion and control joints.
- Expansion joint at concrete walk and new concrete stem wall.
- Concrete control and expansion joints.
- Joints between doors, windows, and other frames and adjacent construction.
- Joints between different exposed materials.
- Seal all open joints unless specifically excluded on drawings.
- Pre-Molded Fiber Isolation Joints with Sealants per 8/A75 and similar.

Interior Joints

- Joints between doors, windows, and other frames and adjacent construction.
- In sound rated wall and ceiling assemblies, gaps at electrical outlets, wiring devices, piping and other openings, between wall/ceiling and other construction, and other flanking sound paths.
- Caulking of interior side at Aluminum Framed Storefront, Aluminum Windows.
- Sealant at all gypsum board to dissimilar materials.
- Acoustic sealants at wood framing wall sill and top plates.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All hoisting, scaffolding, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This bid package includes all warranties per specification.

This Contractor shall properly cover and protect the installed product from damage or soiling due to the performance of this work and shall properly clean, restore, replace and/or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 1:00 P.M.
Bid Date: May 23, 2024

Bid Package #: 15
Bid Package Name: Doors, Frames and Hardware

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 01 – General Requirements *

- Section 079200 – Joint Sealants*
 - Section 081113 – Hollow Metal Doors & Frames
 - Section 081416 – Flush Wood Doors
 - Section 087100 – Door Hardware*
 - Section 088000 – Glazing *
- (* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision and equipment required to furnish and install all **Doors, Frames and Hardware** in accordance with the Bid Documents as listed above.

This Contractor is to furnish and install the following:

- All hollow metal frames including shop primer and touchup.
- Hollow metal doors.
- Flush wood doors.
- Door light kits.
- Door hardware per schedule (card readers by others).
- Cylinders for storefront doors.
- Caulking, sealant and gaskets for this Contractors work.

- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All hoisting, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace and/or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will coordinate the installation of the electrical components for door hardware with the electrical contractor.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

This bid package does not include:

- Conduits, raceways and power supply for door hardware

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 1:15 P.M.
Bid Date: May 23, 2024

Bid Package #: 16
Bid Package Name: Aluminum Storefront & Glazing

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 01 – General Requirements *

Section 076200 – Sheet Metal Flashing and Trim*
Section 084116 – Aluminum Doors and Frames
Section 084313 – Aluminum Framed Storefronts
Section 087100 – Door Hardware *
Section 088000 – Glazing
Section 079200 – Joint Sealants*
(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision and equipment required to furnish and install all **Aluminum Storefront and Glazing** in accordance with the Bid Documents as listed above.

This Contractor is to furnish and install the following:

- All aluminum storefront systems.
- All aluminum doors.
- Aluminum door hardware (cylinders by others).
- Pre-finished metal sill pan flashing with hemmed edge.
- High-performance sill flashing where shown.
- Pre-finished metal sill pan.

- Seals, thresholds, mastic and all accessories.
- All glazing including windows, door lights and sidelights.
- Caulking, gaskets, shims, sealants and backer rod.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All hoisting, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace and/or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will coordinate the installation of the electrical components for door hardware with the electrical contractor.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

This bid package does not include:

- Conduits, raceways and power supply for door hardware.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 1:30 P.M.
Bid Date: May 23, 2024

Bid Package #: 17
Bid Package Name: Drywall, Metal Stud Framing

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 01 – General Requirements *

- Section 072100 – Thermal Insulation
 - Section 078400 – Fire Stopping*
 - Section 079200 – Joint Sealants *
 - Section 092116 – Gypsum Board Assemblies
 - Section 093000 – Tiling*
 - Section 095100 – Acoustical Ceilings
- (* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, equipment and safety requirements necessary to complete the **Drywall, Metal Stud Framing** in accordance with the Bid Documents as listed above.

This Contractor is to furnish and install the following:

- All non-structural metal framing at interior and exterior locations.
- All Batt and sound attenuation insulation at all interior and perimeter walls including wood framed walls.
- Vapor barrier at perimeter walls including wood framed walls.
- Set stud track on bed of acoustic sealant.
- Gypsum board wall assemblies including furred and chase walls.

- Gypsum ceilings.
- Water resistant gypsum board where shown.
- Coated glass mat backer board at wall tile substrate locations.
- Acoustic tile ceiling including grid suspension system and all components including seismic bracing and seismic wires for ceiling light fixtures.
- Steel stud joist at new canopy including all required field welds (coordinate with Structural Steel Contractor).
- 2 layers of gypsum board at mechanical unit curbs, per mechanical curb detail.
- Fire stopping for this Contractor's work.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All hoisting, scaffolding, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace and/or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

This bid package does not include:

- Rigid insulation at concrete foundation walls.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 1:45 P.M.
Bid Date: May 23, 2024

Bid Package #: 18
Bid Package Name: Tiling

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 01 – General Requirements *
Section 079200 – Joint Sealants *
Section 093000 – Tiling
(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision and equipment for a complete installation of all **Tiling** in accordance with the Bid Documents as listed above.

This Contractor is to furnish and install the following:

- Floor and wall tile per specifications.
- Ceramic tile base including Schluter trim at transitions.
- Reinforcing underlayment.
- Setting Materials.
- Grout.
- Metal edge strips.
- Thresholds.
- Caulking and Sealant.
- Surface preparation.
- Submittals, site specific safety plan, daily clean-up for this contractor’s work.

All hoisting, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.

- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 2:00 P.M.
Bid Date: May 23, 2024

Bid Package #: 19
Bid Package Name: Floor Covering

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 01 – General Requirements *
Section 079200 – Joint Sealants *
Section 096500 – Resilient Flooring
Section 096813 – Tile Carpeting
(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision and equipment for a complete installation of all **Floor Covering** in accordance with the Bid Documents as listed above.

This Contractor is to furnish and install the following:

- Carpet tile.
- Luxury vinyl tile.
- Sheet vinyl tile.
- Walk off carpet.
- Resilient wall base including sealant.
- Adhesives.
- Flooring transition strips and shims.
- Surface preparation including self-leveling cementitious floor underlayment.
- Minor floor prep including leveling at flooring transitions.

- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All hoisting, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.

- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 2:15 P.M.
Bid Date: May 23, 2024

Bid Package #: 20
Bid Package Name: Painting

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 01 – General Requirements *

Section 099113 – Exterior Painting
Section 099123 – Interior Painting
Section 099600 – High-Performance Coatings
(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision and equipment for all **Painting** in accordance with the Bid Documents as listed above.

This Contractor is to prime and paint the following:

- Surface preparation, removal of plates, trim and fittings necessary prior to painting.
- Gypsum walls, soffits, and ceilings including existing where indicated.
- Paint gypsum at elevator shaft.
- Hollow metal frames.
- Louvers, grills, covers and access panels.
- All duct work, conduit, boxes and piping exposed to view.
- Paint all HVAC items as indicated.
- All exterior gas piping as indicated.
- Trim and accent painting.

- Touch up painting at drywall patching areas.
- Paint parapet coping cap.
- Paint new metal roof access ladder and safety post.
- Paint all roof items as specified.
- Paint CMU at exterior wall patching areas.
- Paint existing and new metal stairs including hand and guard rails.
- Paint new metal canopy structure as indicated including all exposed fabricated steel.
- High performance coatings where specified.
- Paint concrete at elevator shaft to match existing.
- Seal existing concrete floor as indicated.
- Paint new cover at removed wall supply grille.
- Paint surface mounted raceways.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All hoisting, scaffolding, machinery, scaffold or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 2:30 P.M.
Bid Date: May 23, 2024

Bid Package #: 21
Bid Package Name: Specialties

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 01 – General Requirements *
Division 10 - Specialties
(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision and equipment to furnish and install all **Specialties** in accordance with the Bid Documents as listed above.

This Contractor is to furnish and install the following:

- All bathroom accessories.
- ADA grab bars.
- Bathroom mirrors.
- Corner guards.
- Interior and exterior accessibility and panel signage.
- Visual display units.
- Interior panel signage.
- Fire extinguishers, semi-recessed cabinets and accessories.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All hoisting, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace and/or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.

- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 2:45 P.M.
Bid Date: May 23, 2024

Bid Package #: 22
Bid Package Name: Roller Window Shades

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 01 – General Requirements *
Section 122400 – Window Shades
(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision and equipment to furnish and install all **Manual Roller Shades** in accordance with the Bid Documents as listed above.

This Contractor is to furnish and install the following:

- Manually operated roller shades with single roller including all accessories per specifications.
- Submittals, site specific safety plan, daily clean-up for this contractor’s work.

All machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace and/or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 3:00 P.M.
Bid Date: May 23, 2024

Bid Package #: 23
Bid Package Name: Hydraulic Elevators

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 01 – General Requirements *
Section 142400 – Hydraulic Elevators
Division 26 – Electrical*
Division 27 – Communications*
(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision and equipment to furnish and install **Hydraulic Elevator** in accordance with the contract documents.

This Contractor is to furnish and install the following:

- Passenger type Holeless dual rope hydraulic elevator including standard maintenance contract.
- Elevator car enclosure, hoist way entrances.
- Motors, hydraulic equipment, controllers, controls, buttons, wiring, devices and indicators, comply with NFPA 70.
- Guide rails, cables, buffers, attachment brackets and anchors.
- Steel pit ladder.
- Operational and control systems including all control wiring and connections. Line voltage and connections to motor by others (coordinate with Electrical Contractor).
- ADA provisions.

- All equipment, machines, controls, systems and devices as required for safe operation at the rated speed and capacity.
- Interconnect control system with applicable building systems.
- All materials and accessories as required for a complete installation.
- Confirm the electrical service for the project is of correct characteristics for the Elevator Systems submitted.
- Set-up elevator operation to run with elevator emergency power supply.
- Verify field conditions, shaft sizes and spaces are correct.
- Provide temporary electrical power for installation work and testing of elevator components.
- All penetrations through concrete and masonry building components, anchors embedded or inserted into concrete and masonry, fasteners, miscellaneous steel components, rough carpentry and all items for a complete installation.
- Maintenance and service agreement as specified.
- Submittals, shop drawings, site specific safety plan, daily clean-up for this contractor's work.

All craning, hoisting, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace and/or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 3:15 P.M.
Bid Date: May 23, 2024

Bid Package #: 24
Bid Package Name: Fire Suppression

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 01 – General Requirements *

Section 078400 – Fire Stopping*

Section 079200 – Joint Sealants*

Division 21 – Fire Suppression

Division 26 – Electrical*

Division 27 – Communications*

Section 283100 – Fire Alarm*

(* As applicable to this scope of work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision and equipment to furnish and install **Fire Suppression** in accordance with the contract documents.

This Contractor is to furnish and install the following:

- Fire suppression system complete per N.F.P.A. codes and standards and local authority having jurisdiction.
- Complete design, installation and certification in accordance with N.F.P.A. codes and standards and local authority having jurisdiction.
- All fire department connections.
- Provide a wet pipe sprinkler system in heated spaces.

- Provide a dry pipe sprinkler system in non-heated spaces.
- All piping, sprinkler heads, alarm valves, switches, hangars, bracing, isolators and seismic bracing.
- Fire water service connection, saddle, valve at existing water service including piping, thrust blocks, bring water service to within 5 feet of the building. Trenching, bedding, backfill and patching by others. Coordinate with Earthwork/Utilities contractor.
- Fire riser per specifications including saw-cutting at concrete slab as required. Concrete patching by others.
- Exterior and interior wall penetrations in order to complete system installation including core drilling and wall cutting.
- Fire caulk/safing at all penetrations.
- Submit complete layout to underwriters having jurisdiction and State Fire Marshal for approval.
- Fees due to regulatory agencies.
- Permits, submittals, shop drawings, site specific safety plan, daily clean-up for this contractor's work.

All hoisting, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace and/or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 3:30 P.M.
Bid Date: May 23, 2024

Bid Package #: 25
Bid Package Name: Plumbing

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 01 – General Conditions*

Section 078400 – Fire Stopping*

Section 079200 – Joint Sealants*

Division 22 - Plumbing

Division 23 – HVAC*

Division 26 – Electrical*

* (As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision and equipment to furnish and install all **Plumbing** in accordance with the Bid Documents as listed above.

This Contractor is to furnish and install the following:

- Demolish, remove all gas piping where indicated. Cap line where shown. (Gas meter and underground service line demo by Intermountain Gas Company).
- Dumpster and haul off by others.
- All plumbing fixtures per schedule including disposer, backflow preventer, recirculation pump, drinking fountain, lavatories, sinks, service sink, water closets, urinals, hose bib, expansion tank and water heater.
- Waste, vent, and water piping including all connections and tie-ins to existing as shown.

- All required waste pipe saw-cutting, excavation, pipe bedding, backfill and concrete patching. Haul off and removal of all spoils.
- All gas piping including sleeves and sealant at through wall penetrations.
- Gas manual shutoff and pressure regulator as specified.
- All floor drains, valves, clean-outs, trap primer, shock absorbers, wall boxes, trim, pipe hangers, piping supports, isolators, pipe insulation, access doors and all required miscellaneous steel for a complete plumbing system.
- Thru-roof piping and penetrations.
- All condensate piping (reference HVAC sheets).
- All plumbing connections to equipment.
- Core drilling, wall penetrations, floor penetrations, roof penetrations for plumbing systems.
- All underground and under-slab piping, rough-in, trenching, bedding, backfill and compaction.
- Fire caulking and safing as required for this work.
- Sealants and caulking for own work.
- All ADA requirements as specified.
- Testing, test report, cleaning and system start-up as specified.
- Permits, fees, submittals, shop drawings, site specific safety plan, daily clean-up for this contractor's work.

All hoisting, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace and/or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

This bid package does not include:

- Site utilities.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 3:45 P.M.
Bid Date: May 23, 2024

Bid Package #: 26
Bid Package Name: Heating, Ventilating and Air Conditioning

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 01 – General Requirements*

Section 078400 – Fire Stopping*

Section 079200 – Joint Sealants*

Division 22 – Plumbing*

Division 23 – Heating Ventilating and Air Conditioning

Division 26 – Electrical*

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, equipment and permits necessary to furnish and install the **Heating, Ventilation and Air Conditioning** in accordance with the Bid Documents as listed above and adhering to the latest editions of all local and state code requirements for Heating, Ventilation and Air Conditioning systems.

This Contractor is to furnish and install the following:

- Demo, remove and haul off existing make-up air unit including ductwork associated with lower louver. Insulate and cover existing lower louver as indicated.
- Remove existing wall supply grille as shown including existing ductwork back to identified location and cap (wall patching and painting by others).
- Dumpster and haul off by others.
- Retrofit existing makeup air unit with cooling coil.

- Make-up air unit per schedule including all accessories.
- Rooftop air conditioning unit per schedule including all accessories.
- Electric heaters per schedule including all accessories.
- Ductless multi split system heat pump and fan coil units per schedule including all accessories.
- Ductless split high wall cooling and heating units per schedule including all accessories.
- Ventilator/Energy recovery units per schedule including all accessories.
- Exhaust fans per schedule including all accessories including thru-roof penetrations.
- All ducting and accessories, duct insulation, dampers, filters, connections, seismic supports, hangers, strapping and isolators.
- Gooseneck vent including roof penetration and metal screen.
- Refrigerant piping and insulation including hood.
- Rooftop platforms and roof equipment curbs including rigid insulation as shown.
- Grilles, diffusers and louvers per schedule.
- All low voltage wiring and connections (conduit by others).
- All mechanical controls, wiring and connections including thermostats and sequence of operations specifications.
- All core drilling, thru-wall, floor and roof penetrations for this Contractor's work.
- Fire caulking and safing for this Contractor's work.
- Testing and air balance. Rebalance existing units as indicated.
- Permits, submittals, site specific safety plan, daily clean-up for this contractor's work.

All craning, hoisting, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor is to coordinate fully and timely with other contractors and as necessary to ensure systems are fully operational and produce detailed coordination drawings showing relationship, dimensional spacing, elevations, etc. of all necessary architectural, structural, fire protection, mechanical and electrical work. This Contractor to coordinate work with Electrical Contractor.

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace and/or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

This bid package does not include:

- Condensate piping.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

BID PACKAGES / BID PROPOSAL FORMS

To: CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705

Bid Due by: 4:00 P.M.
Bid Date: May 23, 2024

Bid Package #: 27
Bid Package Name: Electrical & Communications

Submitted by: _____

In compliance with the Advertisement for Bids for construction of the **ITD D3 Improvements and Training Center** and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the established date for providing of submittals and/or sum of \$1000 for each consecutive day after the established substantial completion date or adjusted date as established by change order as here in after.

Division 01 – General Requirements*

- Section 078400 – Fire Stopping*
 - Section 079200 – Joint Sealants*
 - Section 142400 – Hydraulic Elevators*
 - Division 22 – Plumbing*
 - Division 23 – Heating Ventilating and Air Conditioning*
 - Division 26 – Electrical
 - Division 27 – Communications
 - Section 283100 – Fire Alarm
 - Section 328400 – Landscape Irrigation*
- *(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all plan sheets and addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide all labor, materials, supervision and equipment necessary to furnish and install **Electrical** and **Communications** in accordance with the Bid Documents as listed above.

This Contractor is to furnish and install the following:

Site Electrical

- Remove existing secondary underground conduit and conductors back to source as shown including all saw-cutting existing asphalt, trenching, backfill and asphalt patching.

- Remove underground power/data conduit and conductors at existing gate (to be relocated) back to new fence line and re-route to source.
- Remove existing gate card reader and pedestal, salvage as indicated. Remove conduit and conductors as indicated, extend to new location as shown. Re-install at new location including conduit and wiring.
- Remove and replace existing telephone riser box including conduit and pull box.
- Secondary conduit and conductors from new Idaho Power transformer to new building location (coordinate with Idaho Power).
- All underground conductors.
- Line voltage, conduit and rough-in for gate operators including connections.
- Conduit and in grade junction boxes, replace boxes where indicated.
- All low voltage rough in, conduit, wiring, cabling and connections including all access control, communications and data (access control devices by others).
- Site lighting including conduit, wire, light pole and concrete base.
- All site trenching, bedding, backfill and compaction for this Contractor's work.
- All required asphalt saw-cutting and patching.
- Removal and haul off of spoils.

Building Electrical

- Safe off all required electrical systems.
- Demolition and removal of all HVAC conduit and conductors as shown.
- Demolition and removal of all light fixtures, conduit and wiring as shown.
- Demolition and removal of existing surge protector including conduit and conductors as indicated. Remove and replace existing breakers at associated panel as indicated.
- Demolition and removal of all building electrical devices as shown including lighting, conduit, conductors, outlets, devices, boxes, sensors, panels.
- Demolition and removal of all building telecom and data devices, cabling, wiring, conduit, raceways and devices as shown.
- All required demolition for electrical gear, conduit, conductors, feeders, boxes and devices for existing elevator.
- Re-locate all electrical, low voltage and fire alarm devices as indicated.
- Extend and re-rout all conductors, wiring and conduit as indicated.
- Extend and re-route all low voltage conduit, cable trays, cabling and wiring as indicated.
- Salvage and protect all items as indicated.
- Dumpster and haul off by others.
- Electrical panels, distribution panel, circuit breakers, and feeders. Extend or re-route all conduit and conductors as required.
- Re-wire existing panels as required.
- Transformers as specified.
- Complete lighting package for all interior and exterior building locations.
- Complete lighting control package including network relays.
- All raceways, conduit, cable trays, wire, conductors, sensors, occupancy sensors, circuits, receptacles, outlets, boxes, switches, floor boxes, finish plates, fuses, surge suppression, equipment racks and grounding systems.
- Line voltage and conduit for automatic irrigation controller, including thru-wall penetration (coordinate with Irrigation Contractor).
- All line voltage, conduit, wiring and connection for HVAC equipment, including all conduit and pull string for low voltage controls (low voltage wiring and connections by others).
- All line voltage, rough-in, conduit and back boxes for access control, safety security systems (wiring, cabling and devices by others, coordinate with Access Control Contractor).
- Duct smoke detectors including connection to smoke fore dampers.
- All line voltage, conduit, wiring and connection for Plumbing equipment.
- Power and connections to all Owner furnished items.

- All telecommunications, data and equipment including conduit and back boxes, cabling, fiber cabling, hardware, patch panels, cross-connects, outlets, cable trays, backboards, equipment racks, power strips, pathways, grounding systems, all cable and wire identification for a complete functioning system per specifications. Re-route and extend wiring and cabling where indicated.
- All fire alarm devices including all conduit, wiring, equipment, devices, circuit load design, for a complete installation and functioning system as shown, per NFPA, state and local requirements. Re-locate devices as required.
- All rough-in, conduit, line voltage, feeders, circuit breaker, power module, control transformer, devices and electrical requirements for new elevator as indicated, coordinate with Elevator Contractor.
- Heat tape at all locations as indicated.
- All disconnects and fused disconnects as indicated.
- Fire caulking and safing for this Contractor's work.
- Permits, submittals, site specific safety plan, daily clean-up for this contractor's work.

All hoisting, scaffolding, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace and/or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager. This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

Base Bid (based on standard construction schedule)

Furnish and install (Including all applicable taxes)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a Bid bond issued by a surety company authorized to issue such bonds in the State of Idaho, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Independent School District Boise City, Boise, Idaho. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

The Undersigned notifies that they are of this date duly licensed as an Idaho Public Works Contractor and further that they possess an Idaho Public Works Contractor's License No. _____ and are domiciled in the State of _____.

Dated at _____ this _____ day of _____ 2024.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Email Address

CONSTRUCTION SCHEDULE
Attached and made a part hereto
Forthcoming via Addendum # 1

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and substantially complete the project within the times stipulated in the construction schedule. Activities and durations affecting the bidder shall be considered and incorporated as part of the bidder's proposal.

As indicated in the following schedule narrative, it will be required that work proceed on more than one activity at a time. The Construction Manager will make every effort to phase the work to most effectively utilize manpower and equipment, **however there will be periods during the construction period when multiple crews and/or equipment must be present on the project to maintain the scheduled progress.** It is expected that this condition be planned for and the costs associated with this requirement be included in the bid amount.

If a Bidder is not in a position to provide the resources necessary to maintain the scheduled progress of this project please do not bid.

In all cases the schedule is intended to function as an overall planning tool for bidding purposes and for the overall management of the project. The schedule establishes major activity start and finish dates only.

There has been no attempt to identify all project activities. It is each separate Contractor's obligation to determine when their specific work activities will occur during the course of the project based upon the major activities that are shown.

The activity durations represent a period of time when work on that activity will be progressing. **An activity period does not necessarily reflect that work will be continuous on that activity for the duration shown. It is expected and planned that, for certain activities, work will be required at the beginning of the duration shown and then periodically during the duration shown.** All costs associated with activity discontinuity are to be included in the bid amount. **Positive float shown belongs to the Construction Manager.**

Each Contractor will be required to maintain close contact with both the Construction Manager's project manager and superintendent during the course of the project to determine specifically when its work is to be performed. Weekly meetings will be held where detailed schedule information is discussed. It is the Contractor's responsibility to attend these meetings to determine for themselves when specific work that they are interested in will occur.

All Contractors are to reasonably expect that the scheduled dates shown will vary to some degree as construction progresses. There will be no adjustments to contract amounts due to adjustments made to the project schedule as a result of actual progress on the project.

SITE MATERIAL HANDLING PLAN
Attached and made a part hereto



- North
South
- Site Boundaries. Gate will be unlocked from 6 am - 6 pm
 - Site Trailer
 - Temp Toilets
 - Temp Water
 - Site Dumpster
 - Material Storage Area
 - Parking
 - Bldg Addition & Improvements
 - Keep Clear For Site Circulation
 - Concrete Washout



AIA® Document C132® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 18th day of April in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Idaho Transportation Department
11331 W. Chinden Blvd
Boise, Idaho 83714

and the Construction Manager:
(Name, legal status, address, and other information)

CM Company, Inc.
431 W. McGregor Drive
Boise, Idaho 83705

for the following Project:
(Name, location, and detailed description)

ITD District 3 Office Renovation and Training Center

Contract # FM32417
8150 West Chinden Blvd

The :Architect:
(Name, legal status, address, and other information)

Architect
CSHQA
200 Broad Street
Boise, Idaho 83702

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION**
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES**
- 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES**
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**
- 5 OWNER'S RESPONSIBILITIES**
- 6 COST OF THE WORK**
- 7 COPYRIGHTS AND LICENSES**
- 8 CLAIMS AND DISPUTES**
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- 10 MISCELLANEOUS PROVISIONS**
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- 12 SPECIAL TERMS AND CONDITIONS**
- 13 SCOPE OF THE AGREEMENT**

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

D233080 - 2nd Floor Administrative Office Renovation & New Elevator & Training Center Addition

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design Professional has drawings complete

Init.

.2 Construction commencement date:

June 1, 2024

.3 Substantial Completion date or dates:

December 1, 2024

.4 Other milestone dates:

ITD will need bid packets ready to bid no later than May 9th, 2024

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitively Bid Trade Contracts

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

N/A

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

Tony Pirc
ITD Facility Project Manager
PO Box 11
Boise, ID 83707
Phone – 208-334-8000
Email – tony.pirc@itd.idaho.gov

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address, and other contact information.)

John Hall

ITD District 3 Facility Operations Manager
8150 Chinden Blvd
Boise, ID 83714
208-334-8307
John.hall@itd.idaho.gov

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

- .1 Land Surveyor:
Keller Associates
3153 McNeil Drive
Idaho Falls, ID 83402

- .2 Geotechnical Engineer:

TBD

- .3 Civil Engineer:

- .4 Contractors, as defined in Section 1.4:

- .5 Separate Contractors, as defined in Section 1.4:

- .6 Other, if any:
(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Anna Sparrell, Vice President
CM Company, Inc.
431 W. McGregor Drive
Boise, Idaho 83705

init.

§ 1.1.13 The Construction Manager’s staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

Trey Crookston, President
Anna Sparrell, Vice President
Brian Hetmer, Vice President of Operations
Sean Setterberg, Estimator
Erin Hoobing, Project Manager
Chaz Gregory, Superintendent

§ 1.1.14 The Construction Manager’s consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

N/A

§ 1.1.15 The Construction Manager’s consultants retained under Supplemental Services:

N/A

§ 1.1.16 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager’s services, schedule for the Construction Manager’s services, and the Construction Manager’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraph deleted)

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner’s own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER’S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than Two Million Dollars Zero Cents (\$ 2,000,000) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000) each accident, One Million and Zero Cents (\$ 1,000,000) each employee, and One Million and Zero Cents (\$ 1,000,000) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000) in the aggregate.

§ 2.8.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant in section 3.5 of E203-2013, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:
(List any items to be included that are not listed in Article 3 of E203-2013.)

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual

estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project,

including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided

in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Construction Manager, Owner or not provided)</i>
§ 4.1.1.1 Measured drawings	Owner
§ 4.1.1.2 Tenant-related services	Owner
§ 4.1.1.3 Commissioning	Owner
§ 4.1.1.4 Development of a commissioning plan	Owner
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Owner
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Owner
§ 4.1.1.8 Assistance with site selection	Owner
§ 4.1.1.9 Assistance with selection of the Architect	Owner
§ 4.1.1.10 Furnish land survey	Owner
§ 4.1.1.11 Furnish geotechnical engineering services	Owner
§ 4.1.1.12 Provide insurance advice	Owner
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Owner and Construction Manager
§ 4.1.1.14 Stakeholder relationships management	Owner
§ 4.1.1.15 Owner moving coordination	Owner
§ 4.1.1.16 Coordination of Owner's Separate Contractors	Construction Manager
§ 4.1.1.17 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

(Paragraph deleted)

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The

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Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as

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Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical Architects, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services

or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to

reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 Any claims or disputes shall be handled in accordance with Idaho law and applicable rules and regulations.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:

(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

[Redacted]

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

[Redacted]

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

[Redacted]

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

[Redacted]

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent (%), or as follows:
(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

[Redacted]

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Preconstruction Rate (\$0.00)	Construction Rate (\$0.00)
Principal	[Redacted]	[Redacted]
Estimator	[Redacted]	[Redacted]
Project Manager	[Redacted]	[Redacted]
Project Engineer	[Redacted]	[Redacted]
Superintendent	[Redacted]	[Redacted]
Superintendent Vehicle	[Redacted]	[Redacted]
Superintendent Phone/Internet	[Redacted]	[Redacted]
Superintendent Computer Equipment	[Redacted]	[Redacted]

Init.

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Construction Manager’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager’s consultants plus [redacted] percent ([redacted]%) of the expenses incurred.

§ 11.7 Construction Manager’s Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below. *(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)*

N/A

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of na (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1

Payments shall be made according to Idaho Code 67-2302

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager’s compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows *(Include other terms and conditions applicable to this Agreement.)*

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document C132™-2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

Travis Frei Digitally signed by Travis Frei
Date: 2024.04.18 14:46:51
-06'00'

 V.P.

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

Travis Frei, ITD Facility Contracts Officer
(Printed name and title)

Anna Sparrell, Vice President
(Printed name and title)

Additions and Deletions Report for AIA® Document C132® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:22:54 ET on 04/18/2024.

PAGE 1

AGREEMENT made as of the 18th day of April in the year 2024

...

(Name, legal status, address, and other information)

Idaho Transportation Department
11331 W. Chinden Blvd.
Boise, Idaho 83714

...

CM Company, Inc.
431 W. McGregor Drive
Boise, Idaho 83705

...

ITD District 3 Office Renovation and Training Center

...

Contract # FM32417
8150 West Chinden Blvd

The ~~Architect:~~ Architect:
(Name, legal status, address, and other information)

Architect
CSHOA
200 Broad Street
Boise, Idaho 83702
PAGE 2

D233080 - 2nd Floor Administrative Office Renovation & New Elevator & Training Center Addition

...

.1 ~~Design phase milestone dates, if any:~~

Professional has drawings complete

PAGE 3

June 1, 2024

...

December 1, 2024

...

ITD will need bid packets ready to bid no later than May 9th, 2024

...

Competitively Bid Trade Contracts

...

N/A

...

N/A

...

N/A

...

Tony Pirc
ITD Facility Project Manager
PO Box 11
Boise, ID 83707
Phone – 208-334-8000
Email – tony.pirc@itd.idaho.gov

...

John Hall
ITD District 3 Facility Operations Manager
8150 Chinden Blvd
Boise, ID 83714
208-334-8307
John.hall@itd.idaho.gov

PAGE 4

Keller Associates
3153 McNeil Drive
Idaho Falls, ID 83402

...

TBD

...

Anna Sparrell, Vice President
CM Company, Inc.
431 W. McGregor Drive
Boise, Idaho 83705

PAGE 5

Trev Crookston, President
Anna Sparrell, Vice President
Brian Hetmer, Vice President of Operations
Sean Setterberg, Estimator
Erin Hoobing, Project Manager
Chaz Gregory, Superintendent

...

N/A

...

N/A

...

N/A

...

~~§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

PAGE 6

§ 2.8.1 Commercial General Liability with policy limits of not less than Two Million Dollars Zero Cents (\$ 2,000,000) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.8.4 Workers` Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000) each accident, One Million and Zero Cents (\$ 1,000,000) each employee, and One Million and Zero Cents (\$ 1,000,000) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000) in the aggregate.

PAGE 14

§ 4.1.1.1	Measured drawings	Owner
§ 4.1.1.2	Tenant-related services	Owner
§ 4.1.1.3	Commissioning	Owner
§ 4.1.1.4	Development of a commissioning plan	Owner
§ 4.1.1.5	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.6	Furniture, furnishings and equipment delivery, and installation coordination	Owner
§ 4.1.1.7	Furniture, furnishings and equipment procurement assistance	Owner
§ 4.1.1.8	Assistance with site selection	Owner
§ 4.1.1.9	Assistance with selection of the Architect	Owner
§ 4.1.1.10	Furnish land survey	Owner
§ 4.1.1.11	Furnish geotechnical engineering services	Owner
§ 4.1.1.12	Provide insurance advice	Owner
§ 4.1.1.13	Provide supplemental Project risk analysis and mitigation strategies	Owner and Construction Manager
§ 4.1.1.14	Stakeholder relationships management	Owner
§ 4.1.1.15	Owner moving coordination	Owner
§ 4.1.1.16	Coordination of Owner's Separate Contractors	Construction Manager

...

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™, 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.~~

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~~§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, Architects, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.~~

PAGE 18

~~§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1. Any claims or disputes shall be handled in accordance with Idaho law and applicable rules and regulations.~~

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

~~§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to~~

~~indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.~~

~~§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

§ 8.2 Mediation

~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

~~§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:~~

~~(Check the appropriate box.)~~

~~— Arbitration pursuant to Section 8.3 of this Agreement~~

~~— Litigation in a court of competent jurisdiction~~

~~— Other: (Specify)~~

~~If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations~~

purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

PAGE 20

[Redacted]

...

[Redacted]

...

[Redacted]

...

[Redacted]

...



[Redacted]

...

Employee or Category	Rate (\$0.00)
Employee or Category	Preconstruction Rate (\$0.00)
Principal	[Redacted]
Estimator	[Redacted]
	Construction Rate (\$0.00)

Project Manager
Project Engineer
Superintendent
Superintendent Vehicle
Superintendent Phone/Internet
Superintendent Computer Equipment
PAGE 21



§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus  percent () of the expenses incurred.

...

N/A

...

§ 11.8.1.1 An initial payment of na (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

~~§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. (Insert rate of monthly or annual interest agreed upon.)~~

Payments shall be made according to Idaho Code 67-2302

%

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Travis Frei, ITD Facility Contracts Officer

Anna Sparrell, Vice President

AIA[®] Document A232[®] – 2019

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

ITD District 3 Office Renovation and Training Center
Contract #FM32417
8150 West Chinden Blvd

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

CM Company, Inc
431 W McGregor Dr.
Boise, ID 83705

THE OWNER:

(Name, legal status, and address)

Idaho Transportation Department
11331 W Chinden Blvd.
Boise, Idaho 83714

THE ARCHITECT:

(Name, legal status, and address)

CSHQA
200 Broad Street
Boise, Idaho 83702

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 **The Contract Documents.** The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.

§ 1.1.2 **The Contract.** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 **The Work.** The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 **The Project.** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 **Contractors.** Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 **Separate Contractors.** Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 **The Drawings.** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.8 **The Specifications.** The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.9 **Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.10 **Initial Decision Maker.** The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building

Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction

where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or

(2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract

Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 **Communications.** The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be

through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section

15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all

Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality

or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor

fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction

Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data

establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of

tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the

Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to

requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become

requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 **Claims for Additional Cost.** If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.7 **Waiver of Claims for Consequential Damages.** The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation

within 30 days of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for AIA® Document A232® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

ITD District 3 Office Renovation and Training Center
Contract #FM32417
8150 West Chinden Blvd

...

CM Company, Inc
431 W McGregor Dr.
Boise, ID 83705

...

Idaho Transportation Department
11331 W Chinden Blvd.
Boise, Idaho 83714

...

CSHQA
200 Broad Street
Boise, Idaho 83702

TEMPORARY FACILITIES AND CONTROLS

This document is to describe the responsibility of various multiple-prime contractors for construction facilities and temporary controls and will be administered in conjunction with Specification Section 01500 – Temporary Facilities and Controls in Technical Specification – Volume 1.

Part 1 - General

1.1 Construction facilities and temporary controls outlined in this section will be provided by the party specifically noted or are to be provided individual specification sections.

1.2 Section Includes

- (a) Temporary Utilities: Electricity, lighting, telephone service, and water.
- (b) Temporary Construction and Support Facilities: Temporary ventilation, field offices and storage sheds, sanitary facilities, drinking water, temporary enclosures, hoists and temporary elevator use, project identification, progress cleaning, waste disposal services, debris chutes, removal of utilities and controls, construction aids, and miscellaneous services and facilities.
- (c) Security and Protection Facilities: Temporary fire protection, barricades, warning signs and lights, environmental protection, protection of installed work and security.
- (d) These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required and no omission from this section will be recognized as an indication by Architect that such temporary activity is not required for successful completion of the Work and compliances with requirements of Contract documents. Provisions of this section are applicable to, but no way a limitation of, utility services, construction facilities, security / protection provisions and support facilities.

1.3 Related Sections

- (a) Section 017700 - Contract Closeout: Final Cleaning.

Part 2 – Execution and Responsibility

2.1 Temporary Utilities

2.1.1 Temporary Electricity

- (a) The Owner, through the Construction Manager, will provide power sources as method of providing electrical power to the building. Contractor to ensure GFCI protected.
- (b) The Owner, through Construction Manager, will provide (1) splitter box at each distribution box.
- (c) The voltage provided at point of distribution will be 120/208, single phase.
- (d) Contractor shall provide his own UL approved extension cords and any adapters required.
- (e) Contractor shall provide supplementary electrical power to handle any additional power requirements.
- (f) Contractor shall provide labor and materials to relocate, or modify power needs to each desired location. Each relocation is subject to the Construction Manager's approval.

2.1.2 Temporary Lighting

- (a) The Owner, through the Construction Manager will provide general temporary lighting throughout project duration.
- (b) The Contractor will supply and maintain his own task lighting as needed.

2.1.3 Telephone Services

- (a) Telephone services for this bid package are the responsibility of the Contractor.

2.1.4 Water

- (a) The Owner, through the Construction Manager, will provide one water source located at each level as needed.

2.2 Temporary Construction and Support Facilities

2.2.1 Temporary Heat and Ventilation

- (a) The Owner, through the Construction Manager, will provide temporary heat.

2.2.2 Field Offices and Storage Sheds

- (a) Prime Contractors. Power requirements and supply will be the responsibility of each contractor. Space is limited on site for project trailers and storage. Provisions will be made on an individual basis.

2.2.3 Sanitary Facilities

- (a) The Owner, through the Construction Manager, will provide and maintain a designated toilet facility as required by Occupational Safety and Health Act.

2.2.4 Drinking Water

- (a) Each Contractor shall provide drinking water for their respective personnel as required by applicable employment regulations.

2.2.6 Temporary Enclosures

- (a) Each Contractor will provide and direct the installation of temporary enclosures where needed for the protection of staff, students and public at all work zones and debris containment locations, both at the interior and exterior of the building for their portion of work.

2.2.7 Hoists and Temporary Elevator Use

- (a) Each Contractor shall provide facilities to hoist materials and employees to working location.

2.2.8 Project Identification

- (a) Owner will provide via Construction Manager one 8' wide by 4' high project sign of exterior grade plywood and wood frame construction, painted, with exhibit lettering by professional sign painter, to Architect's design and colors at each jobsite. Architect will provide design and colors.
- (b) Erect on site at location established by Architect within twenty (20) days of notice to proceed.
- (c) No other signs are allowed without Owner permission except those required by law.
- (d) Remove signs framing and supports at completion of project and restore area.

2.2.9 Progress Cleaning

- (a) Each Contractor shall clean up his trash and debris and remove it to Contractor furnished jobsite dumpster. Demolition materials are to be removed and disposed of in a legal manner by any contractor performing demolition work.
- (b) Contractor shall broom clean work areas daily.
- (c) If Contractor fails to clean up his work area in a timely and satisfactory manner after 24-hours notice, the Construction Manager will cause the clean up to be done by others at the expense of the Contractor.
- (d) If it is impractical to determine the sources of debris, or if debris from a Contractor or various separate Contractors is inseparably mixed, all Contractors working in the subject area shall jointly clean up the debris at the direction of the Construction Manager. If conflicts arise as to which party is responsible for clean up, the Construction Manager's judgment will be final.
- (e) If additional clean up is required, the Construction Manager may organize a clean up wherein contractors will provide personnel for a general clean up. The Construction Manager will determine the areas cleaned and number of personnel provided. The Construction Manager's decision will be final.

2.2.10 Waste Disposal Services

- (a) The Contractor will provide waste collection containers (dumpsters) for use for all construction waste.
- (b) Contractor is responsible for hauling their waste material to contractor supplied dumpster.

2.2.11 Removal of Utilities, Facilities and Controls

- (a) Upon completion of any portion of the Work when no longer required or as directed, Contractor will remove temporary facilities as directed by the Construction Manager.
- (b) Upon completion of the Work, Contractor shall completely remove his remaining temporary facilities.

2.2.13 Construction Aides

- (a) Contractor shall review site conditions and related factors affecting construction procedure and construction aides, including adjacent properties and facilities that may be affected by this Work. Comply with applicable requirements specified in this Project manual. Provide construction aides as required by progress of Work, or storage, and to accommodate legitimate requirements of Owner, subcontractors and other contractors employed at site.
- (b) Contractor to comply with all local, state and federal safety laws regarding construction aides; barriers and fences for the protection of Work and prevent Public entry to Work.
- (c) Contractor shall maintain access to and around adjacent properties and buildings to permit the normal use of facilities.
- (d) Contractor shall provide and maintain for duration of Work, required scaffolds, tarpaulins, fences, barricades, canopies, warning signs, steps, bridges, platforms and other required aides for safe and proper execution of their Work in compliance with all safety and other regulations.
- (e) Aides may be of materials new and used, Contractor's option, suitable for intended purpose, but must not be in violation of requirements of applicable codes or safety standards. Provide aides in neat and reasonably uniform appearance, structurally adequate for required purpose; maintain throughout duration of Work and relocate as required by progress of Work.
- (f) Contractor shall completely remove from site construction aides when construction needs are met with permanent construction or at completion of Work. Repair damage caused by use of construction aides; remove all below grade construction and facilities of construction aides. Clean debris and grade site to required elevations. Restore any existing facilities used as construction aides to original or better condition.
- (g) Temporary Vertical Transportation: Contractor shall provide temporary ladders, ramps, material hoists, scaffolding, cranes and other devices required for the Work, including guys, bracings and other required devices.

2.3 Security and Protection Facilities

2.3.1 Temporary Fire Protection

- (a) The Owner, through the Construction Manager, will provide and maintain temporary fire protection facilities for the project.
- (b) All Contractors are to store combustibles in a fire-safe location.
- (c) Any Contractor performing welding operations, combustion type temporary heating units or similar sources of fire ignition shall supervise these operations.
- (d) The Owner, through the Construction Manager will provide permanent fire protection. At the earliest feasible date in each area of the Project, complete installation of the permanent fire protection facility, including connected services, and place into operation and use. The Construction Manager will instruct key personnel on use of facilities.

2.3.2 Barricades, Warning Signs and Lights

- (a) Each Contractor shall provide barricades, warning signs and lights at areas of their own work to comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel

and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights. Contractor shall maintain environmental controls during progress of work.

- (b) Contractor shall provide barriers to prevent unauthorized entry to construction areas and to protect adjacent properties from damage from construction operations and demolition. This includes, but is not limited to, the following areas of work:
 1. Demolition: shoring, bracing and fall protection at openings.

2.3.3 Environmental Protection

- (a) The Contractor shall protect site from puddling or running water. Provide water barriers as required to protect site from soil contamination.
- (b) Contractor shall execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent dust from dispersing into atmosphere.

2.3.4 Protection of Installed Work

- (a) Each Contractor shall protect installed Work and provide special protection where specified individual Specification Sections.
- (b) Contractor shall provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- (c) Contractor shall provide protective coverings at walls, projections, jambs, sills and soffits of openings.
- (d) Contractor shall protect finished floors from dirt, wear and damages:
 1. Install adhesive back protective materials in areas subject to foot traffic.
 2. Lay planking or similar rigid materials in place, in areas subject to movement of heavy objects.
 3. Contractor shall lay planking or similar rigid materials in place in areas where storage of products will occur.
 4. Contractor shall not permit smoking on the project. The Owner, through the Contract Manager will post "NO SMOKING" signs in rooms and instruct all personnel.
- (e) Contractor shall prohibit traffic on landscaping areas.

2.3.5 Security

- (a) Construction Manager and/or Contractor is responsible during the construction period for his own security measures. The Owner and the Architect will not be responsible for protection of materials and equipment from damage, theft, etc.
- (b) The Owner, through the Construction Manager shall maintain free and unimpeded access to and egress from site at all times.
- (c) Access to construction area will be permitted only through designated approaches.
- (d) Whatever interference with normal street and sidewalk traffic becomes necessary for proper and convenient performance of the Work and no satisfactory detour route exists, before beginning the interference, the Contractor shall provide satisfactory detour, temporary bridge, other proper facilities for traffic to pass around or over interference, and maintain in satisfactory condition as long as interference continues.
- (e) Parking area will be the responsibility of the Contractor. There are NO allocated parking spaces for the construction workers. Space for debris containers and asbestos removal vehicles are available.

End of Temporary Facilities and Controls

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBT AND CLAIMS

AIA Document G706 Contractor's Affidavit of Payments of Debt and Claims 1994 Edition is hereby included by reference and shall be a part of the Contract Documents. Copies of the AIA Document G706 Contractor's Affidavit of Payments of Debt and Claims 1994 Edition are available for review at the offices of the Owner, Construction Manager and Architect. Copies of the document may be purchased from the American Institute of Architects or its local distributor.

End of Contractor's Affidavit of Payments of Debt and Claims

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707 Consent of Surety to Final Payment 1994 Edition is hereby included by reference and shall be a part of the Contract Documents. Copies of the AIA Document G707 Consent of Surety to Final Payment 1994 Edition are available for review at the offices of the Owner, Construction Manager and Architect. Copies of the document may be purchased from the American Institute of Architects or its local distributor.

End of Consent of Surety to Final Payment

Idaho Transportation Department
11331 W Chinden Blvd.
Boise, ID 83714

CONTRACTOR’S AFFIDAVIT CONCERNING TAXES

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Title 63, Chapter 15, I, the undersigned, being duly sworn, deposes and certifies that all taxes, excises, and license fees due to the State or its taxing units, for which I or my property is liable then due or delinquent, have been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

Name of Contractor

Address

City, State and Zip Code

By _____
Signature

Subscribed and sworn to before me this _____ day of _____, 2024.

Commission Expires:

Notary Public residing at

Idaho State Tax Commission

Ref. No. (State use only)

WH-5 Public Works Contract Report

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

Contract awarded by (public body and address)

Contract awarded to (contractor's name and address)

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

PROJECT DATES

Scheduled project start date: _____ Completion date: _____

If the following information is not available at this time, please indicate date it will be: _____

ALL SUBCONTRACTORS

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

ALL SUBCONTRACTORS (CONTINUED)

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

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

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

SUPPLIERS

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

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

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

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

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

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

SIGN _____ HERE _____	Authorized signature	Print name	Phone number	Date
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File with the Idaho State Tax Commission, PO Box 36, Boise ID 83722-2210.

For more information, call (208) 334-7618 • Fax: (208) 332-6619 • E-mail: Contractdesk@tax.idaho.gov.

INSURANCE REQUIREMENTS

In order to assist your broker in providing us with the correct evidences of insurance, we are attaching insurance coverage requirements and a sample Acord Form 25 (2001/09) certificate of insurance.

Please have the certificate completed and attach the completed endorsements. It is imperative that the endorsements be issued using the wording contained on enclosed samples. For more specific insurance requirements please refer to "Supplementary Conditions", Article 11, Insurance and Bonds.

In addition, Contractors shall ensure that all tiers of their subcontractors shall maintain insurance in like form and amounts. Certificates of Insurance shall be provided by the Contractor prior to the start of the project.

INSURANCE SHALL INCLUDE THE FOLLOWING:

1. Contractual Liability – ISO Form CG 00 01 (1/96) or equivalent
2. Personal Injury – ISO Form CG 00 01 (1/96) or equivalent
3. Product and Completed Operations – ISO Form CG 00 01(1/96) or equivalent
4. Independent School District of Boise City and CM Company, Inc. added as additional insured on ISO Form CG 2010 (11/85); or CG 2010 (10/93) and CG 2037; or CG 2033 and CG 2037; or an endorsement providing equivalent coverage to the additional insured. Coverage will be primary and non- contributory.
5. Cross liability or severability of interest in policy form.
6. Per Project Aggregate – ISO Form CG 2503 (3/97); or equivalent.
7. The certificate holder as Primary additional insured on auto policy with CA 2048 (2/91) signed by an Authorized Representative or equivalent.
8. Contractor shall maintain coverage as specified in the "Supplementary Conditions", Article 11, Insurance and Bonds.

**CM Company, Inc.
431 W McGregor Dr.
Boise, ID 83705
(208) 384-0800
Fax: (208) 345-5323**

CONTRACTOR'S APPLICATION FOR PAYMENT

To: _____

From: _____

Project: ITD D3 Improvements and Training Center Job # 2417

Payment Request Number: _____

Dates: From: _____, 20____ To: _____, 20____

Statement of Contract Account:

1. Original Contract Amount:	\$ _____
2. Approved Change Order No(s): _____ (Per attached breakdown) (Net)	\$ _____
3. Adjusted Contract Amount:	\$ _____
4. Value of Work Completed to Date: (Per attached breakdown)	\$ _____
5. Value of Approved Change Order(s) Completed: (Per attached breakdown)	\$ _____
6. Materials Stored Off-Site: (Per attached breakdown and Insurance Certificate for Stored Materials)	\$ _____
7. Total to Date:	\$ _____
8. Less Amount Retained: (_____%)	\$< _____ > _____
9. Total Less Retainage:	\$ _____
10. Total Previously Paid:	\$< _____ > _____
11. Amount Due This Request:	\$ _____

CERTIFICATE OF THE CONTRACTOR:

I hereby certify that the work performed and the materials supplied to date, as shown above, represent the actual value of accomplishment under the terms of the Standard Subcontract Terms (and all authorized changes thereto) between the undersigned and Joint School District No. 2 relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the contractor to: (1) all my subcontractors (sub-contractors); and (2) for all materials and labor used in or in connection with the performance of the Standard Subcontract Terms. I further certify that I have complied with Federal, State, and local tax laws, including Social Security laws and Unemployment Compensation laws, and Worker's Compensation laws insofar as applicable to the performance of the Standard Subcontract Terms.

Date: _____ Subcontractor: _____

Subscribed and Sworn Before Me This _____ Day of _____, 20____

Notary Public: _____

By: _____
(Authorized Signature)

My Commission Expires: _____

TITLE: _____

EPA NOTICE OF INTENT
FOR STORM WATER DISCHARGE

The following form shall be considered part of the Contract. The Contractor shall implement all provisions of the "Pollution Prevention Plan" for this project, which are applicable to the work under this Contract.

The Contractor shall sign and submit the final permit application to EPA (available from the Architect) prior to beginning on-site work on the project.

End of EPA Notice of Intent