Invitation to Bid (ITB) FM22103

Powell Maintenance Building Repair

Powell, Idaho

IDAHO TRANSPORTATION DEPARTMENT

2020
### Administrative Information

<table>
<thead>
<tr>
<th>ITD Title:</th>
<th>Powell Maintenance Building Repair</th>
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</thead>
<tbody>
<tr>
<td>ITD Project Description:</td>
<td>CM4 Wall Repair with Grouting and Painting Wood Door buck Installation</td>
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<tr>
<td>ITD Lead:</td>
<td>Denise Cooley, Senior Buyer</td>
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<tr>
<td></td>
<td>Idaho Transportation Department</td>
</tr>
<tr>
<td></td>
<td>3311 W State St</td>
</tr>
<tr>
<td></td>
<td>Boise, Idaho 83703</td>
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<tr>
<td></td>
<td>E-mail: <a href="mailto:denise.cooley@itd.idaho.gov">denise.cooley@itd.idaho.gov</a></td>
</tr>
<tr>
<td></td>
<td>Phone: (208) 745-5652</td>
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<tr>
<td>Submit sealed bid:</td>
<td>Address for Couriers/Physical Address</td>
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<tr>
<td></td>
<td>3311 W. State St</td>
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<td></td>
<td>Boise, Idaho 83703</td>
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<td></td>
<td>Mailing Address</td>
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<td></td>
<td>PO Box 7129</td>
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<tr>
<td></td>
<td>Boise, Idaho 83707</td>
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<tr>
<td>Pre-Bid Conference:</td>
<td>2:00pm. (MST) on Aug 17, 2020</td>
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<tr>
<td>Pre-Bid Conference Location:</td>
<td>Idaho Transportation Department</td>
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<tr>
<td>Deadline To Receive Questions:</td>
<td>4:00 p.m. (MST) on Aug 19, 2020</td>
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<tr>
<td>ITB Closing Date:</td>
<td>2:29:59 p.m. (MST) on Aug. 31, 2020</td>
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<tr>
<td>ITB Opening Date:</td>
<td>2:40 p.m. (MST) on Aug. 31 2020</td>
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<td></td>
<td>Idaho Transportation Dept. 3311 W State St</td>
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<td></td>
<td>Boise, Idaho 83703</td>
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<td>Initial Term of Contract and Renewals (service completion):</td>
<td>The service performed under the contract will begin upon ITD’s written Notice to Proceed and must be complete within 45 calendar days of Notice to Proceed.</td>
</tr>
</tbody>
</table>
# CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADVERTISEMENT FOR BIDS</td>
<td>AB-1</td>
</tr>
<tr>
<td>INSTRUCTIONS TO BIDDERS</td>
<td>ITB-1</td>
</tr>
<tr>
<td>BID PROPOSAL</td>
<td>BP-1</td>
</tr>
<tr>
<td>CONTRACTOR’S AFFIDAVIT CONCERNING ALCOHOL &amp; DRUG-FREE WORKPLACE</td>
<td>BP-4</td>
</tr>
<tr>
<td>BIDDER’S ACKNOWLEDGEMENT STATEMENT</td>
<td>BP-5</td>
</tr>
<tr>
<td>AGREEMENT – FIXED PRICE CONSTRUCTION CONTRACT</td>
<td>FPCC-1</td>
</tr>
<tr>
<td>EXHIBIT A – OWNER’S PROJECT IDENTIFICATION INFORMATION</td>
<td>FPCC-37</td>
</tr>
<tr>
<td>EXHIBIT B – ADDRESSES AND AUTHORIZED REPRESENTATIVES</td>
<td>FPCC-39</td>
</tr>
<tr>
<td>EXHIBIT C – LIST OF DRAWINGS AND SPECIFICATIONS</td>
<td>FPCC-42</td>
</tr>
<tr>
<td>EXHIBIT D – CONTRACTOR’S AFFIDAVIT CONCERNING TAXES</td>
<td>FPCC-43</td>
</tr>
<tr>
<td>EXHIBIT E – NAMED SUBCONTRACTORS</td>
<td>FPCC-44</td>
</tr>
<tr>
<td>EXHIBIT F – NOTICE TO PROCEED</td>
<td>FPCC-45</td>
</tr>
<tr>
<td>EXHIBIT G - CONTRACTOR’S REQUEST FOR TAX RELEASE</td>
<td>FPCC-46</td>
</tr>
<tr>
<td>EXHIBIT H - RELEASE OF CLAIMS</td>
<td>FPCC-48</td>
</tr>
<tr>
<td>EXHIBIT J – CONDITIONS PRECEDENT TO FINAL PAYMENT</td>
<td>FPCC-49</td>
</tr>
<tr>
<td>EXHIBIT L – PROJECT FINALIZATION AND START</td>
<td>FPCC-51</td>
</tr>
</tbody>
</table>
LEGAL NOTICE - ADVERTISEMENT FOR BIDS

In accordance with Idaho Code 67-5711, The Idaho Transportation Department will accept sealed bids for ITD Project # FM22103 titled Powell Maintenance Building Repair. Bid packets will be accepted at the Idaho Transportation Department at 3311 W State St, Boise, Idaho, 83703 until 2:29:59 p.m. (MST) on August 31, 2020 according to the Bid Package Schedule deadline. The Invitation to Bid package can be found at the following address: http://itd.idaho.gov “Other Solicitations” tab. A public bid opening will be held at the Idaho Transportation Department following the closing time for receipt of bids. Bidders and other properly interested parties are invited to be present at bid opening.

A pre-bid site tour will be held on August 17, 2020, at 2:00 p.m. (MST) at ITD Powell Site USR MP 162.81. Attendance by bidders is STRONGLY RECOMMENDED. Failure to account for all subjects observed and discussed at the Pre-Bid Meeting will not be a cause for a change order. Vendors will be limited to one representative and face coverings must be worn during the pre-bid meeting in an effort to mitigate Covid-19 exposure.

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 properly 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”. Bidders shall be registered with the Idaho Secretary of State’s office to do business in the State of Idaho.

Before any contract is awarded for the work contemplated herein, 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.
INSTRUCTIONS TO BIDDERS

GENERAL PROVISIONS

DEFINITIONS: Capitalized terms used in these Instructions to Bidders (“Instructions”) shall have the meaning given to them in the Idaho Transportation Department’ Fixed Price Construction Contract Between Owner and Contractor.

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, the Administrator of the 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) no less than ten (10) 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, Title 74, Chapter 1, 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 (“State of Idaho”) shall be the Idaho Transportation Department’ Fixed Price Construction Contract Between Owner and Contractor.

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 AIA Document A312, 1984 or the most recent Edition, or 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.

**INSERT THE NEXT THREE PARAGRAPHS WHEN PROJECT SCOPE INCLUDES SIGNIFICANT ROOFING-REROOFING WORK (EXCLUDES SIMPLE PATCH AND REPAIR WORK AND ASPHALT SHINGLE WORK.)**

**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 all original signatures in ink on the following forms:

- Bid Proposal Form
- Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace
- Bidder's Acknowledgment Statement
- Bid Bond (bid security)

The person signing the Bid Proposal Form must initial any and all changes appearing on any of the bid forms. If the bidder is a corporation or other legal entity, the bid forms must be signed by an authorized designee. Oral, telephonic, telegraphic, facsimile or other electronically transmitted bid forms and/or signatures will not be considered.

**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.

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  
3311 W State St  
Boise, Idaho, 83703

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: Along with its bid, the bidder shall 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.

ILLEGAL ALIENS: Bidder 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.
BIDDER’S ACKNOWLEDGEMENT STATEMENT: The attached Bidder’s Acknowledgement Statement must be completed and included or the bid may be found non-responsive.

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.

PUBLIC WORKS CONTRACTOR’S LICENSE: This Project is financed in whole or in part by federal funds. No Contractor shall be required to have a current license as a public works contractor in the State of Idaho in order to submit a bid on this Project but at or prior to the award and execution of the Contract, the successful bidder shall have secured a public works contractor’s license.

IDAHO LABOR REQUIREMENTS: This Project is subject to the provisions of Sections 44-1001 and 44-1002, Idaho Code, dealing with labor preference.

IDAHO PREFERENCE LAW: Section 67-2348, Idaho Code, requires the Division of Public Works to apply a preference in determining which Contractor submitted the lowest responsible bid. If the Contractor who submitted the lowest dollar bid is domiciled in a state with a preference law that penalizes Idaho domiciled contractors, the Division of Public Works must apply the preference law (percentage amount) of that domiciliary state to that Contractor’s bid.

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 Project No: FM22103; ITD Powell Maintenance Building Repair.” THE DOCUMENT MODIFYING THE BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE SUBMITTING BIDDER. THE 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.

INSTRUCTIONS TO BIDDERS

BOILERPLT-2009 dbb.doc (rev. 06/03/19)
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 employment of persons authorized to work in the United States;

9. It will retain bid security and hold and honor all base bid prices for forty-five (45) 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 the 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 authorized Division of Public Work’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: STATE OF IDAHO
IDAHO TRANSPORTATION DEPARTMENT

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the construction of FM22103 ITD Powell Maintenance Building Repair having examined the bidding and Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to provide the service 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.

Bidder hereby agrees to commence Work under this Contract on a date to be specified in the written "Notice to Proceed" of the Owner and to substantially complete the Project within 45 consecutive calendar days thereafter, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $500.00 for each consecutive calendar day after the established substantial completion date or adjusted date as established by change order.

Bidder acknowledges receipt of Addenda No. ______________________.

(List all Addenda)

BASE PROPOSAL: Bidder agrees to perform all of the base proposal Work described in the specifications and shown on the plans for the sum of:

___________________________________________________________ Dollars ($_______________)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words 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 for a period of forty-five (45) calendar days after the scheduled opening time for receiving bids.

Upon receipt of written Notice of Intent to Award of this bid, Bidder will execute the formal Contract within ten (10) calendar days and deliver a Surety Bond or Bonds as required by paragraph “Performance and Payment Bonds” first page (ITB-1) of the Instructions to Bidders.

The bid security in the amount of five percent (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 names and addresses of the entities who will perform the Work identified below, subject to approval of Owner and Architect, if Undersigned is awarded the Contract, are as follows:

Plumbing (PWCL Category 15400)
(Name) ____________________________________________________________
(Address) _________________________________________________________
Idaho Public Works Contractors License No. ____________________________
Idaho Plumbing Contractors License No. _______________________________

Heating, Ventilating & Air Conditioning (PWCL Category 15700-HVAC)
(Name) ____________________________________________________________
(Address) _________________________________________________________
Idaho Public Works Contractors License No. ____________________________
Idaho HVAC Contractors License No. _________________________________

Electrical (PWCL Category 16000)
(Name) ____________________________________________________________
(Address) _________________________________________________________
Idaho Public Works Contractors License No. ____________________________
Idaho Electrical Contractors License No. ______________________________

FAILURE TO NAME A PROPERLY LICENSED SUBCONTRACTOR IN EACH OF THE ABOVE CATEGORIES WILL RENDER THE BID UNRESPONSIVE AND VOID.

Should the listing of subcontractors change due to selection of alternates or other similar circumstances, attach explanation.

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to the Fixed Price Construction Contract.
The undersigned notifies that it is of this date duly licensed as an Idaho Public Works Contractor and further that it possesses Idaho Public Works Contractor's License No. ________________________, or that it and its subcontractors shall have secured a Public Works Contractor's License at or prior to award and execution of the Contract for construction and is domiciled in the State of ________________________.

Dated this _________ day of ____________, ________.
(date) (month) (year)

Respectfully submitted by:
__________________________________________________________
(Contractor’s Name- Typed)

(Seal - if bid is by a corporation)
Have you remembered to include bid security (bid bond or a certified or cashier’s check), Contractor’s Affidavit Concerning Alcohol and Drug-Free Workplace and a signed copy of the Bidder’s Acknowledgment Statement with your bid?
STATE OF ______________________
COUNTY OF ______________________

Pursuant to the Section 72-1717, Idaho Code, I, the undersigned, being duly sworn, depose and certify that ____________________________ is in compliance with the provisions of Section 72-1717, Idaho Code; that ____________________________ provides a drug-free workplace program that complies with the provisions of Title 72, Chapter 17, Idaho Code, 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 Section 72-1717(1)(a), Idaho Code.

Name of Contractor

Address

City and State

By: ____________________________
   (Signature)

Subscribed and sworn to before me this ________________ day of ________________, __________.

NOTARY PUBLIC
Residing at: ____________________________
Commission expires: ____________________________

FAILURE TO EXECUTE THIS AFFIDAVIT AND SUBMIT IT ALONG WITH YOUR BID SHALL MAKE YOUR BID NON-RESPONSIVE.
NOTE: THE INFORMATION CONTAINED HEREIN IS A SUMMARY OF VITAL CONTRACT PROVISIONS AND DOES NOT CHANGE THE CONTRACT DOCUMENTS THAT WILL GOVERN THIS PROJECT.

Project number. FM22103, ITD Powell Building Maintenance Repair

By submitting a bid for this Project, the undersigned bidder agrees that, if awarded the Contract for construction, Contractor will conform to all conditions and requirements of the Contract, including but not limited to:

- Contractor agrees to comply with conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code, requiring the employment of ninety-five percent (95%) bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to work in the United States.

- Contractor will substantially complete the Work within the time stated in the Contract Documents, or as modified by Change Order(s).

- If the Contractor fails to substantially complete the Project within the time stated in the Contract Documents, or as modified by Change Order, the Contractor agrees that the Owner may deduct from the Contract amount liquidated damages in the amount per calendar day, indicated in the Contract Documents, times the number of calendar days until the Project is Substantially Complete, as defined in the Contract Documents and as determined by the Design Professional.

- The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.11 of the Fixed Price Construction Contract Between Owner and Contractor.
  
  1. For total changes the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs; or
  
  2. The Contractor will determine the amount of overhead and profit to be apportioned between the Contractor and its subcontractor of allowable amounts of overhead, profit, bonds and insurance.

- The Contractor agrees that Change Orders are governed by the Fixed Price Construction Contract Between Owner and Contractor General Conditions of the Contract for Construction including as follows:
  
  1. By the execution of a Change Order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in Work which is the subject of the Change Order and that it has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may, to any extent, affect the Contractor’s ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reason of any conditions affecting the change in Work addressed by the
Change Order that could have reasonably been discovered or disclosed by the Contractor’s examination.

2. Any Change Order fully executed by the Owner, Contractor and Design Professional, including but not limited to, a Change Order arising by reason of the parties’ mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including but not limited to, all direct and consequential costs associated with such change and any and all adjustments to the Contract Price and Contract Time. In the event a Change Order increases the Contract Price, the Contractor shall include the Work covered by such Change Order in the Application for Payment as if such Work was originally part of the Project and Contract Documents.

FAILURE TO EXECUTE THIS ACKNOWLEDGMENT MAY MAKE YOUR BID NON-RESPONSIVE.

I, _________________________________________________, being duly authorized to bind the (type or print name of individual)
bidder, _______________________________________________, does hereby certify that I have fully read (type or print name of company)
and understand this document and that it highlights certain parts of the Contract that will be entered between the parties and that will govern this Project.

Authorized Signature: _________________________________

Title: _______________________________________________

Date: _______________________________________________
IDAHO TRANSPORTATION DEPARTMENT
FIXED PRICE CONSTRUCTION CONTRACT
BETWEEN OWNER AND CONTRACTOR

ITD PROJECT NO. FM22103
ITD Powell Building Maintenance Repair
Idaho Transportation Department
Powell, Idaho
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
<tr>
<td>5</td>
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<td>29</td>
</tr>
<tr>
<td>30</td>
</tr>
<tr>
<td>31</td>
</tr>
</tbody>
</table>
EXHIBITS

A PROJECT IDENTIFICATION, ADDENDA, CONTRACT AMOUNT, CONTRACT TIME, ACCEPTED ALTERNATES, LIQUIDATED DAMAGES AND SPECIAL CONDITIONS (IF ANY)

B ADDRESSES AND REPRESENTATIVES (INCLUDING LIMITATIONS)

C LIST OF DRAWINGS AND SPECIFICATIONS

D CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

E NAMED SUBCONTRACTORS

F NOTICE TO PROCEED

G REQUEST FOR TAX RELEASE

H RELEASE OF CLAIMS

J CONDITIONS PRECEDENT TO FINAL PAYMENT

K TRAINING CONFIRMATION SIGN IN SHEET

L PROJECT FINALIZATION AND START-UP
FIXED PRICE CONSTRUCTION CONTRACT
BETWEEN OWNER AND CONTRACTOR

THIS FIXED PRICE CONSTRUCTION CONTRACT BETWEEN OWNER AND CONTRACTOR (the “Contract”) is by and between the State of Idaho, Department of Administration, Division of Public Works (“ITD” or the “Owner”) and (insert name of contractor) (the “Contractor”) and is for the construction of the project (the “Project”) identified as ITD Project No. [00000], as more fully described in Exhibit A, and incorporated herein by reference. This Contract shall be effective on _______ (day) of _______ (month), 20__ (year), when executed by both parties.

In consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Contractor agree:

ARTICLE 1
CONTRACT DOCUMENTS

1.1 The Contract Documents consist of this Contract, the drawings and specifications for the Project (the “Drawings and Specifications”) identified in Exhibit C and any Addenda thereto issued prior to execution of this Contract, written amendments signed by both the Owner and the Contractor, Change Orders signed by both the Owner and the Contractor, Construction Change Directives and any written orders by the Design Professional for minor changes in the Work (the “Contract Documents”). Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of the Contract Documents.

1.2 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.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner:

2.1 The Contractor is fully qualified to act as the Contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the Contractor for, and to construct, the Project.

2.2 The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated particularly in correlation to the requirements of the Contract.

2.3 The Contractor has received, reviewed, compared, studied and carefully examined all of the documents which make up the Contract Documents, including the Drawings and Specifications, and any Addenda, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. Such review, comparison, study and examination shall be a warranty that...
the contractor believes that the documents are complete and the Project is buildable as described except as reported.

2.4 The Contractor warrants that the Contract Time is a reasonable period for performing the Work.

2.5 The Contractor warrants to the Owner and Design Professional that all labor furnished on this Project shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract Documents; that the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and that the Work will strictly conform to the requirements of the Contract Documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse by Owner or its representatives, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall survive the completion of the Contract and final payment to the Contractor.

ARTICLE 3
INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:

3.1 This Contract constitutes the entire and exclusive agreement between the parties with reference to the Project, and supersedes any and all prior discussions, communications, representations, understandings, negotiations or agreements. This Contract also supersedes any bid documents.

3.2 The intent of the Contract is to include all items necessary for the proper execution and completion of the Project and anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Fixed Price Contract Amount. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

3.3 Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Owner and any person or entity except the Contractor; provided, however, that the Design Professional is entitled to performance and enforcement of obligations under the Contract intended or necessary to facilitate its duties. Any reference to the Owner, the Contractor or the Design Professional shall be deemed to include authorized representatives.

3.4 When a word, term or phrase is used in this Contract, it shall be interpreted or construed first as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

3.5 The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase "without limitation."

3.6 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
3.7 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings and other submittals, and shall give timely written notice to the Owner and the Design Professional of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.

3.8 The express or implied approval by the Owner or the Design Professional of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested that the Design Professional prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. The Contractor again hereby acknowledges and represents that it has received, reviewed and carefully examined such documents; has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction; and that the Contractor has not, does not and will not rely upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made.

3.9 In the event of any conflict among any of the documents which make up this Contract, the Design Professional shall interpret the documents, and the interpretation shall be binding on both the Owner and Contractor; provided, however, that this does not change the Owner’s right to make decisions regarding Claims in accordance with Article 13 and Article 14. If no interpretation is provided by the Design Professional, the most stringent requirement in the Contract Documents will apply.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 Unless otherwise agreed by the Design Professional and its consultants, the party that prepared the drawings, specifications and other documents is the author of such with all copyright, common law, statutory and other reserved rights. The Contractor may retain one (1) record set of the Drawings and Specifications and other documents but shall not own or claim any copyright in them.

The Drawings and Specifications and other documents, and any copies, are to be used solely for this Project, and not on any other project, or additions to this Project outside this Contract, without written consent of the Owner, the Design Professional and the Design Professional’s consultants; provided, however, that copies may be made of applicable portions as necessary for completion of the Work. Such copies shall include any copyright notice on the Drawings and Specifications and other documents.

Submission to or use by a regulatory body related to this Project is an acceptable use.

ARTICLE 5
CONTRACTOR’S PERFORMANCE
The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, including the following:

5.1 Construction of the Project.

5.2 The furnishing of any required surety bonds and insurance.

5.3 The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling or other utilities required for construction and all necessary permits, including any required elevator permits, required for the construction of the Project. Construction projects for the State of Idaho require a building permit issued by the Division of Building Safety.

5.4 The creation and submission of a detailed and comprehensive set of marked up blue or black-lined record drawings. Said record drawings shall be submitted to and approved by the Design Professional as a condition precedent to final payment to the Contractor.

ARTICLE 6
TIME FOR CONTRACTOR'S PERFORMANCE

6.1 The Contractor shall commence the performance of this Contract in accordance with the "Notice to Proceed" (Exhibit F) issued by the Owner and shall diligently continue its performance to and until final completion of the Project. The Contractor shall accomplish Substantial Completion of the Project on or before the time indicated in Exhibit A. The period of time, including any adjustments made under this Contract, for the Contractor to reach Substantial Completion is the "Contract Time."

6.2 The Contractor may be assessed by and be responsible to the Owner for the amount indicated in Exhibit A per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth for Substantial Completion. Any sums owed hereunder by the Contractor shall be payable not as a penalty but as liquidated damages, representing an estimate of delay damages likely to be sustained by the Owner estimated at the time of this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. The Owner’s right to liquidated damages is not, and shall not be deemed to be, an exclusive remedy for delay and the Owner shall retain all remedies at law or in equity for delay or other breach.

6.3 The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the Design Professional, or if there is no Design Professional, as certified by the Owner, the entire Project is at a level of completion in strict compliance with the Contract Documents, such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects for its intended purpose. If, in the reasonable determination of the Owner, receipt of operation and maintenance manuals or completion of training is necessary for such beneficial use or occupancy, then there shall be no Substantial Completion until such manuals are provided or such training is completed. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, or accepted as substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion. The Project shall not be deemed accepted until it is finally complete.
6.4 Any request by the Contractor for an extension of the Contract Time must be made in accordance with, and is subject to, Article 13 and Article 14 related to Claims.

6.5 The Owner shall have no liability of any kind to the Contractor if a schedule or other document submitted by the Contractor shows an intention to complete the Work prior to the scheduled completion date and for any reason other than Owner caused delay, the Contractor is not able to achieve such early completion.

ARTICLE 7
FIXED PRICE AND CONTRACT PAYMENTS

7.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor’s timely performance of its obligations hereunder, the Fixed Price Contract Amount indicated in Exhibit A. The Fixed Price Contract Amount shall not be modified except as provided in this Contract.

7.2 Prior to approval of the contract, the Contractor shall prepare and present to the Owner and the Design Professional the Contractor's Schedule of Values apportioning the Fixed Price Contract Amount among the different elements of the Project for purposes of periodic and final payment. The Contractor's Schedule of Values shall be presented in the Owner's web-based construction management software. The Contractor shall not imbalance it's Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Contractor's Schedule of Values will be utilized for the Contractor's requests for payment but shall only be so utilized after it has been approved in writing by the Design Professional.

7.3 The Owner shall pay the Fixed Price Contract Amount to the Contractor in accordance with the procedures set forth in this Article. The Contractor shall submit a Contractor’s Request for Payment, on or before the day of each month indicated in Exhibit A or otherwise agreed to, after commencement of performance, but no more frequently than once monthly. Said payment request shall be on made in the Owner's web-based construction management software, and shall include whatever supporting information as may be required by the Design Professional, the Owner or both. Therein, the Contractor may request payment for one hundred percent (100%) of the Work satisfactorily completed to the date of the Contractor’s Request for Payment, less five percent (5%) retainage, based on the Fixed Price Contract Amount allocated on the Schedule of Values. The Contractor’s Request for Payment may include only: properly provided labor, materials or equipment properly incorporated into the Project, and time and materials or equipment necessary for the Project or that will be incorporated into the Project and are properly stored at the Project site (or elsewhere if off-site storage is approved in writing by the Owner). The Contractor’s Request for Payment must exclude the total amount of previous payments received from the Owner. Any payment on account of stored materials or equipment will be subject to the Contractor providing written proof that the Owner has title to such materials or equipment and that they are fully insured against loss or damage. Each such Contractor's Request for Payment shall be signed by the Contractor and its submission shall constitute the Contractor's affirmative representation that the quantity of Work has reached the level for which payment is requested; that the Work has been properly installed or performed in strict compliance with the Contract; that all Work for which the Owner has previously paid is free and clear of any lien, claim or other encumbrance of any person whatsoever; and that the Contractor knows of no reason why payment should not be made as requested. As a condition precedent to payment, the Contractor shall, if required by the Owner, furnish to the Owner properly executed waivers or releases, in a form acceptable to the Owner, from all subcontractors, materialmen, suppliers or others having any claims or alleged claims, wherein said subcontractors, materialmen, suppliers or others shall acknowledge receipt of all sums due pursuant to all prior Contractor’s Requests for Payment, and waive and relinquish any rights or other claims relating to the Project or Project site. The submission by the Contractor of the Contractor’s Request for Payment also constitutes the Contractor's affirmative representation that, upon
payment of the Contractor’s Request for Payment submitted, title to all Work included in such payment shall be vested in the Owner.

Thereafter, the Design Professional shall review the Contractor’s Request for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work are as represented in the Contractor’s Request for Payment and as required by this Contract. The Design Professional shall approve in writing the amount which, in the opinion of the Design Professional, is properly owing to the Contractor and such approval is required before the Owner shall have any payment obligation. The Design Professional may withhold such approval, in whole or in part, as necessary to protect the Owner if it reasonably believes that the quantity or quality of the Work is not as represented in the Contractor’s Request for Payment or is not in strict conformance to the Contract Documents.

7.4 The Owner shall make payment to the Contractor no more than twenty-one (21) days following receipt by the Owner of the Design Professional's written approval of each Contractor’s Request for Payment. The amount of each such payment shall be the amount approved for payment by the Design Professional less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Design Professional's approval of the Contractor's Request for Payment shall not preclude the Owner from the exercise of any of its rights it may have in this Contract, at law or in equity, as set forth in Paragraph 7.8 hereinafter.

7.5 Off-site storage will not be approved at locations more than thirty (30) miles from the Project site or outside the State of Idaho and any payment for any off-site storage is subject to the following:

.1 The Contractor must provide at least thirty (30) days' advance written notice of its request to store off-site. Such notice must include a description of the type, quantities, locations and values of materials involved for the next billing cycle. All invoices must indicate the type, quantities and value of materials or equipment for which payment is requested;

.2 All materials stored off-site must be segregated and clearly marked with the ITD Project number and as being the “Property of the State of Idaho;”

.3 The Design Professional and/or the Owner’s Field Representative must have unrestricted access to the stored materials during all business hours and may physically inventory all invoiced materials and equipment and may physically inspect the storage conditions;

.4 The Contractor must provide written Consent of Surety to off-site storage of materials and equipment and to payment for such materials and equipment prior to incorporation in the Work. Consent must be from the Surety. Consent of local broker or agent is not acceptable;

.5 The Contractor must maintain and must provide to the Design Professional, upon request, a current log of stored materials and equipment, which reflects when materials and equipment are used or added; and

.6 The Contractor must obtain and maintain all risk property insurance at replacement cost, with the State of Idaho listed as loss payee on all materials and equipment stored off-site and in transit.

7.6 When payment is received from the Owner, the Contractor shall immediately pay all subcontractors, materialmen, laborer and suppliers the amounts they are due for the Work covered by such payment. The Contractor shall not withhold from a subcontractor or supplier more than the percentage withheld from a payment certificate for the subcontractor's or supplier's portion of the Work. In the event the Owner becomes informed that the Contractor has not paid a subcontractor, materialmen, laborer or supplier as provided herein, the Owner shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor,
materialmen, laborer or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

7.7 Payment to the Contractor, utilization of the Project for any purpose by the Owner, or any other act or omission by the Owner shall not be interpreted or construed as an acceptance of any Work of the Contractor not strictly in compliance with this Contract.

7.8 The Owner shall have and be entitled to the right to refuse to make any payment, including by reducing payment under any Contractor's Request for Payment, and, if necessary, may demand the return of a portion or all of an amount previously paid to the Contractor for reasons that include the following:

1. The quality of the Contractor's work, in whole or part, is not in strict accordance with the requirements of this Contract or identified defective work, including punch list work, is not remedied as required by the Contract Documents;

2. The quantity of the Contractor's work, in whole or in part, is not as represented in the Contractor's Request for Payment or otherwise;

3. The Contractor's rate of progress is such that, in the Owner's opinion, Substantial Completion or final completion, or both, may be inexcusably delayed or that the Owner will incur additional costs or expense related to repeated Substantial Completion or final completion inspections through no fault of the Owner;

4. The Owner reasonably believes that the Contractor has failed to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's project-related obligations, including subcontractors, laborers and material and equipment suppliers;

5. There are claims made or it seems reasonably likely that claims will be made, against the Owner;

6. The Contractor has caused a loss or damage to the Owner, the Design Professional or another contractor;

7. The Owner reasonably believes that the Project cannot be completed for the unpaid balance of the Fixed Price Contract Amount or the Owner reasonably believes that the Project cannot be completed within the Contract Time and that the unpaid balance of the Fixed Price Contract Amount would be inadequate to cover the cost of actual or liquidated damages for the anticipated delay;

8. The Contractor fails or refuses to perform any of its obligations to the Owner; or

9. The Contractor fails to pay taxes as required by Title 63, Chapter 15, Idaho Code.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in Paragraph 7.8, the Contractor shall promptly comply with such demand.

7.9 If the Owner, without cause, fails to pay the Contractor any amounts due and payable thirty (30) days after those amounts are due pursuant to Paragraph 7.4, the Contractor shall have the right to cease the Work until receipt of proper payment. Contractor must first provide written notice to the Owner of the Contractor's intent to cease the Work ten (10) days prior to stopping the Work under this Paragraph. If any amounts remain unpaid after fifty-one (51) days after the Design Professional approves the Contractor's Request for Payment under Paragraph 7.4, interest at the rate of four percent (4%) per annum shall accrue on those unpaid amounts.
7.10 When Contractor considers Substantial Completion has been achieved, the Contractor shall notify the Owner and the Design Professional in writing and shall furnish to the Design Professional a listing of those matters yet to be finished. The Design Professional will thereupon conduct an inspection to confirm that the Work is, in fact, substantially complete. Upon its confirmation that the Contractor's work is substantially complete, the Design Professional will so notify the Owner and Contractor in writing and will therein set forth the date of Substantial Completion. The Owner and the Contractor must accept the date of Substantial Completion in writing. Guarantees and warranties required by this Contract shall commence on the date of Substantial Completion. At the Contractor’s Request for Payment following Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to ninety-five percent (95%) of the Fixed Price Contract Amount, less any liquidated damages, less the reasonable costs as determined by the Design Professional for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or potential claims. If the Design Professional determines that the Contractor has made or is making satisfactory progress on any uncompleted portions of the Work, the Owner may, at its discretion, release a portion of the retainage to the Contractor prior to the actual final completion of the conditions set forth in Paragraph 7.13. It is the intent of the parties that the Project will be accepted only in total (at Substantial Completion and final completion) and not in phases unless provided for in Exhibit A. Any acceptance other than in total shall require written agreement of Owner and Design Professional.

7.11 When Contractor considers the Project is at final completion, it shall notify the Owner and the Design Professional thereof in writing. Thereupon, the Design Professional will perform a final inspection of the Project. If the Design Professional confirms that the Project is complete in full accordance with the Contract Documents and that the Contractor has performed all of its obligations to the Owner, the Design Professional will furnish a final approval for payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Fixed Price Contract Amount, less any amount withheld pursuant to this Contract.

7.12 If the Contractor fails to achieve final completion within a reasonable number of days as established by the Design Professional from the date of Substantial Completion, the Contractor may be assessed and be responsible to the Owner for fifty percent (50%) of the daily amount of liquidated damages as established pursuant to Paragraph 6.2 and Exhibit A, per day for each and every calendar day of unexcused delay in achieving final completion beyond the date established for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable not as a penalty but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner may withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. The Owner's right to liquidated damages is not, and shall not be deemed to be, an exclusive remedy for delay and the Owner shall retain all remedies at law or in equity for delay or other breach.

7.13 As a condition precedent to final payment, the Contractor must furnish the Owner, in the form and manner required by Owner, and with a copy to the Design Professional of the following:

1. An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers or other third parties in connection with the Project have been paid or otherwise satisfied;

2. A release by the Contractor of all Claims it has or might have against the Owner or the Owner's property (ITD's form, Exhibit H);
.3 Contractor’s Affidavit of Debts and Claims (AIA Document G706);
.4 Consent of Surety to final payment (AIA Document G707);
.5 Confirmation of all required training, product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor; and

7.14 The Owner shall, subject to its rights set forth in this Contract, make final payment of all sums due the Contractor within thirty (30) days of the Design Professional’s execution of a final approval for payment and receipt of documentation required by Paragraph 7.13, whichever is received later.

ARTICLE 8
INFORMATION AND MATERIAL SUPPLIED BY THE OWNER

8.1 The Administrator of ITD or his designee shall be the sole representative of the State of Idaho. The Design Professional shall have authority to bind Owner only as specifically set forth in this Contract.

8.2 The Owner will assign a Project Manager and a Field Representative to represent the Owner, identified in Exhibit B. The Owner’s Field Representative’s duties, responsibilities and limitations of authority are in accordance with ITD’s policies and procedures.

8.3 The Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material as being in the possession of the Owner and for no other purpose. By furnishing such material, the Owner does not represent, warrant or guarantee its accuracy, either in whole in part, implicitly or explicitly.

8.4 The Owner will secure and pay for all required easements, the plan check fee required by the Division of Building Safety, conditional use permits and any other permits and fees specifically indicated in the Contract Documents to be secured and paid for by the Owner.

8.5 The Owner will provide the Contractor one (1) copy of this complete Contract and the number of sets of Drawings and Project Manuals (including Specifications) as indicated in Exhibit A. The Contractor may purchase additional copies, at its expense, from the Design Professional.

ARTICLE 9
STOP WORK ORDER

9.1 In the event the Contractor fails or refuses to perform the Work as required or fails or refuses to correct nonconforming Work, the Owner may instruct the Contractor to stop Work in whole or in part. Upon
receipt of such instruction, the Contractor shall immediately stop as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected, no longer exists or the Owner instructs that the Work may resume. In the event the Owner issues such instructions to stop, and in the further event that the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such Work by the Owner. Without limiting what else might constitute nonconforming Work, the existence of a gross safety violation or other situation or condition that creates, or could imminently create, a threat of serious harm to persons or property, shall constitute nonconforming Work and any order to stop the Work issued for such reason shall not be considered an interference with the Contractor’s performance of the Work or its means and methods. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

9.2 Any order to stop the Work issued pursuant to Paragraph 9.1 shall not be used to justify any Claim by the Contractor for additional time or money.

ARTICLE 10
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

10.1 The Contractor’s continuing duties set forth in Paragraph 3.7 are by reference hereby incorporated in this Paragraph 10.1. The Contractor shall not perform Work without adequate plans and specifications or, as appropriate, approved shop drawings or other submittals. If the Contractor performs Work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the Design Professional and Owner, the Contractor shall be responsible for such Work and shall pay the cost of correcting same.

10.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing Work. Errors, inconsistencies or omissions discovered shall be reported to the Design Professional, the Owner and the Owner's Field Representative immediately. Such examination, review and comparison shall be a warranty that the Contract Documents are complete and the Project is buildable as described except as reported. Reported errors, inconsistencies or omissions will constitute a request for an interpretation by the Design Professional and may constitute a claim pursuant to Article 13 hereof where appropriate.

10.3 The Contractor shall ensure that all Work shall strictly conform to the requirements of this Contract.

10.4 The Work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.

10.5 All labor furnished on this Project shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract Documents; the Work will be complete, of high quality and free from defects not
inherent in the quality required or permitted; and the Work will strictly conform to the requirements of the Contract Documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

10.6 Except as provided in Paragraph 8.4, the Contractor shall secure or provide and pay for all licenses, permits required by the Idaho Division of Building Safety, governmental approvals and inspections, connections for outside services for the use of municipal or private property for storage of materials, parking, utility services, temporary obstructions, enclosures or opening and patching of streets, and for all other facilities and services necessary for proper execution and completion of the Project.

10.7 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

10.8 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Key supervisory personnel assigned by the Contractor to this Project are as listed in Exhibit B.

10.9 The Contractor shall employ a competent superintendent and necessary assistants, as needed, to oversee execution of the Work. The superintendent shall be in attendance at the Project site during the progress of the Work. The superintendent and any project manager, if the Contractor utilizes a project manager, shall be reviewed and must be approved by the Design Professional and Owner, and neither shall be changed except with the consent of the Design Professional and Owner, unless the superintendent and/or project manager cease to be employed by the Contractor. Under this circumstance, any new superintendent or new project manager must be satisfactory to the Design Professional and Owner. Such approval shall not be unreasonably withheld. The superintendent and any project manager shall represent the Contractor and all communications given to the superintendent or project manager are deemed given to the Contractor.

10.10 So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed in Paragraph 10.9 subsequently assumes one or more of those functions listed in Paragraph 10.9, the Contractor shall be bound by the provisions of this paragraph as though such individuals had been listed in Paragraph 10.9.

10.11 The Contractor shall provide to the Owner and the Design Professional a milestone schedule for completing the Work within the Contract Time. Such schedule shall be in a form specified in Division 1 of the Specifications and be acceptable to the Owner and to the Design Professional. The schedule must be submitted to and accepted by the Design Professional prior to the first request for payment unless required earlier by Division 1 of the Specifications. The Contractor's milestone schedule must be updated as required by the Design Professional and/or the Owner to reflect conditions encountered and shall apply to the total Project. The Contractor's revisions to the schedule shall not constitute a waiver of the requirement to complete the Project in the time allowed by the Contract, unless additional time for performance has been allowed pursuant to a Change Order. Any changes in milestone begin or end dates must be furnished to the Owner and the Design Professional. Strict compliance with the requirements of this Paragraph shall be a condition precedent to the payment to the Contractor and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

10.12 Unless otherwise provided in the Construction Documents, on all projects where the Fixed Price Contract Amount is over $1,000,000, the Contractor shall schedule and perform the Work in accordance with a Critical Path Method (“CPM”) to indicate the rate of progress and practical order of the Project. The purpose of this scheduling requirement is to assure adequate planning, coordination and execution of the Work. The schedule shall indicate the dates for starting and completing major work activities, project events, major equipment, material and equipment submittals and delivery of major items. Project activities
having critical time restraints on action, required by the Owner, shall be shown as scheduled milestones. The Contractor's schedule shall demonstrate the order, interdependence and sequence of activities. Critical paths shall be highlighted or distinguished. The schedule shall include all the dates specified in the Contract for Substantial Completion and final completion of the Work. The time limit set forth in the Contract for Substantial Completion and final completion must govern; the schedule must be adjusted to meet these dates. Schedule float shall belong to the Project. The Contractor shall submit to the Owner and Design Professional a CPM schedule within three (3) weeks after award of the Contract and maintain such schedule on a current basis in accordance with the Contract Documents.

10.13 Once a month, or at intervals as required by the Design Professional, the Contractor shall advise the Owner and the Design Professional of the status of the Work (in duplicate) on the current milestone schedule. If any project milestone dates are not met on schedule, the Contractor shall immediately advise the Owner and Design Professional in writing of the proposed action to bring the Work on schedule. The Contractor shall also submit a detailed short term schedule, as required by Division 1 of the Specifications, each month. This short term schedule shall include a description of current and anticipated problem areas, delaying factors and their impact, and explanation of corrective action taken or proposed. If the Work is behind schedule, the Contractor shall indicate what measures it will take to put the Work back on schedule.

10.14 If the Work is not progressing through no fault of the Owner or the Design Professional, as shown on the milestone schedule, as determined by the Design Professional, and the Owner and the Design Professional do not believe the Contractor's proposed action to bring the Work on schedule is adequate, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. In such event, the Owner, at its discretion, may require the Contractor to work such additional time over regular hours, including Saturdays, Sundays and holidays, without additional cost to the Owner to bring the Work on schedule.

10.15 The Contractor shall keep an updated copy of the Drawings and Project Manual (including Specifications) and Addenda at the site. Additionally, the Contractor shall keep a current submittal schedule and a copy of approved shop drawings and other submittals. All of these items shall be available to the Owner and the Design Professional at all regular business hours. Upon final completion of the Work, all of these items must be updated by the Contractor and provided to the Design Professional and shall become the property of the Owner.

10.16 The Contractor shall carefully review and inspect for compliance with the Contract Documents, the shop drawings and other submittals (including product data and samples) required by the Contract Documents and shall submit to the Design Professional only submittals approved in accordance with this section. Such review and submittal shall be done promptly and in a sequence that will not delay its Work under this Contract or the activities of the Owner or of separate contractors. Shop drawings and other submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any work requiring shop drawings or other submittals unless the Design Professional has verified compliance in writing. All Work requiring verified shop drawings or other submittals shall be done in strict compliance with such approved documents. However, verification of compliance by the Design Professional shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract. The Design Professional shall have no duty to review submittals that are not Contractor approved, partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any re-submittal, the date of any approval or rejection and the reason for any rejection.

10.17 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment.
10.18 At all times relevant to this Contract, the Owner and the Design Professional shall have a right to enter the Project site and the Contractor shall allow the Owner and/or the Design Professional to review or inspect the work without formality or other procedure.

10.19 The presence or duties of the Design Professional's or the Owner's personnel or representatives at the construction site, does not make any of them responsible for those duties that belong to the Contractor or other entities and does not relieve the Contractor or any other entities of their obligations, duties and responsibilities, including any obligation or requirement to have or to implement any health or safety plans or precautions. Except as provided in Paragraph 10.9, Design Professional's and Owner's personnel have no authority to exercise any control over any Contractor or other entities or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the Contractor or other entities or any other persons at the site except their own personnel. The presence of Design Professional's or Owner's personnel at a construction site is for the purpose of providing to Owner a greater degree of confidence that the completed Work will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. For this Contract only, construction sites include places of manufacture for materials incorporated into the construction Work and Contractor includes manufacturers of materials incorporated into the construction Work.
ARTICLE 11
INDEMNITY

11.1 The Contractor shall defend, indemnify and hold harmless the Owner, Design Professional, [and the Idaho State Building Authority] and their employees, officers and agents harmless from any and all claims, liabilities, damages, losses, costs and expenses of every type whatsoever, including attorney fees and expenses, arising out of or resulting from the Contractor's work, acts or omissions under or related to the Contract Documents, to the extent caused by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner.

11.2 The limits of any insurance of the Contractor shall not be, and shall not be deemed to be, a limitation of the Contractor's defense and indemnity obligations contained in this Article.

11.3 In claims against any person or entity indemnified under this Article 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 this Article 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' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 12
THE DESIGN PROFESSIONAL

The Design Professional for this Project is identified in Exhibit B, incorporated herein by reference, along with any authorized representatives and any limitations of responsibility. For the purpose of this Contract, the "Design Professional" means the properly licensed architect, properly registered professional engineer or other professional licensed in the State of Idaho who prepared the Drawings and Specifications for this Project. If the employment of the Design Professional is terminated, the Owner may retain a replacement professional and the role of the replacement professional shall be the same as the role of the Design Professional. Unless otherwise directed by the Owner in writing, the Design Professional will perform those duties and discharge those responsibilities allocated to the Design Professional in this Contract. The duties, obligations and responsibilities of the Design Professional shall be for contract administration and include the following:

12.1 Unless otherwise directed by the Owner in writing, the Design Professional shall not act as the Owner's agent.

12.2 Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other through the Design Professional.

12.3 When requested by the Owner or Contractor in writing, the Design Professional shall within seven (7) days render written interpretations necessary for the proper execution or progress of the Work or shall provide a written explanation as to why more time is needed and provide a date by which it will be provided.

12.4 The Design Professional shall draft proposed change authorization(s).

12.5 The Design Professional shall review and verify compliance or respond otherwise as necessary concerning shop drawings or other submittals received from the Contractor.

12.6 The Design Professional shall be authorized to refuse to accept Work that is defective or otherwise fails to comply with the requirements of this Contract. If the Design Professional deems it appropriate, the
Design Professional may, with the Owner’s consent, require extra inspections or testing of the Work for compliance with the requirements of this Contract.

12.7 The Design Professional shall review the Contractor's Request for Payment and shall verify in writing those amounts which, in the opinion of the Design Professional, are properly owing to the Contractor as provided in this Contract.

12.8 The Design Professional shall, upon written request from the Contractor, perform Substantial Completion and final completion inspections contemplated by Article 6.

12.9 The Design Professional may require the Contractor to make changes which do not involve a change in the Fixed Price Contract Amount or in the Contract Time consistent with the intent of this Contract. Such changes shall be given to the Contractor in writing under signature of the Design Professional, with a copy to the Owner, and may be in the form of a supplemental instruction.

12.10 The Design Professional shall review and evaluate Claims and take other actions related to Claims in accordance with Articles 13 and 14.

12.11 The duties, obligations and responsibilities of the Contractor under this Contract shall in no manner whatsoever be changed, altered, discharged, released or satisfied by any duty, obligation or responsibility of the Design Professional. The Contractor is not a third-party beneficiary of any Contract by and between the Owner and the Design Professional. It is expressly acknowledged and agreed that the duties of the Contractor to the Owner are independent of, and are not diminished by, any duties of the Design Professional to the Owner.

ARTICLE 13
CLAIMS

13.1 For purposes of this Contract, a “Claim” means a demand by the Contractor to the Owner, or by the Owner to the Contractor, for a change in the Fixed Price Contract Amount, an extension of the Contract Time, an adjustment to or interpretation of the Contract terms, or other relief with respect to the terms of the Contract, which demand the Contractor or Owner asserts is required or allowed under the Contract Documents and which the Contractor and the Owner have previously discussed and failed to agree upon.

13.2 For the Claim to be considered, it must meet the following requirements:

.1 The Claim must be in writing;

.2 The Claim by the Contractor must be signed by an authorized representative of the Contractor, and the Claim by the Owner must be signed by an authorized representative of the Owner;

.3 The Claim by the Contractor must be provided to the Owner and to the Design Professional and the Claim by the Owner must be provided to the Contractor and to the Design Professional;

.4 The Claim must be made no later than ten (10) days after the event or first appearance of the circumstance giving rise to the Claim;

.5 The Claim must describe in detail all known facts and circumstances that the Contractor or Owner asserts support the Claim;

.6 The Claim must refer to the provision(s) of the Contract Documents that the Contractor or Owner asserts support the Claim;
.7 The Contractor or Owner must provide all documentation or other information to substantiate the Claim; and

.8 The Contractor or Owner must continue its performance under this Contract pending the resolution of any Claim; provided, however, that the Contractor shall not perform any additional or changed work not otherwise authorized in accordance with the Contract Documents.

13.3 The failure by the Contractor to meet any of the requirements of Paragraph 13.2 shall constitute a complete waiver by the Contractor of any rights arising from or related to the Claim. Similarly, the failure by the Owner to meet any of the requirements of Paragraph 13.2 shall constitute a complete waiver by the Owner of any rights arising from or related to the Claim.

13.4 If the Claim is made based on concealed or unknown site conditions, the following shall apply in addition to all other provisions applicable to the Claim:

.1 The condition must have been previously concealed and unknown or of a type not ordinarily encountered in the general geographic location of the Project and must not have been reasonably susceptible to discovery; and

.2 The Contractor shall notify the Design Professional and the Owner of the condition and shall not disturb the condition until the Design Professional and Owner have observed it or have waived in writing the right to observe it.

13.5 If the Claim by the Contractor is for an increase in the Fixed Price Contract Amount, the following shall apply in addition to all other provisions applicable to the Claim:

.1 Any increase in the Fixed Price Contract Amount shall be strictly limited to the direct costs incurred by the Contractor and shall not include any other costs, indirect or other, including any costs for or related to lost productivity, profit, home office overhead and any other overhead, legal fees, claim preparation, any matter previously resolved by a change order, equipment costs, costs related to the services of a project manager unless the project manager was required full time by the Owner or the Contract Documents, any costs associated with the failure to complete the Work early or in advance of the date required by the Contract Documents, it being specifically agreed to by the parties that there is no intention to have the Eichleay or other similar formula applicable to this Contract nor shall this Contract be deemed to be subject to any such formula; and

.2 The Owner shall have no liability for, and the Fixed Price Contract Amount shall not be increased related to, any claims of third parties, including subcontractors, unless and until the liability of the Contractor for such has been established in a court of competent jurisdiction and any such liability of the Owner shall be limited in the same manner as described in subparagraph 13.5.1.

13.6 If the Claim by the Owner is for a change in the Fixed Price Contract Amount, all other applicable provisions to the Claim apply.

13.7 If the Claim by the Contractor is for an extension of the Contract Time, the following shall apply in addition to all other provisions applicable to the Claim:

.1 The Contractor has been delayed in its performance by an act or omission of the Owner and through no fault of the Contractor;

.2 The Contractor has been delayed in its performance by unusually severe weather that could not reasonably have been anticipated or by another event not within its reasonable control;
At the time it occurs or during its occurrence, the delay will preclude completion of the Project in the time required by the Contract Documents; and

Any extension of the Contract Time shall be the Contractor’s sole and exclusive remedy for any delay except a delay caused by the active interference of the Owner with the Contractor’s performance which active interference continues after written notice to the Owner. The Owner’s exercise of any of its rights or remedies under this Contract, including ordering changes in the Work, directing suspension, rescheduling or correction of the Work, do not constitute active interference.

If a Claim is made based on an error, inconsistency or omission in the Contract that was reasonably susceptible to discovery by the Contractor and was not reported in accordance with Paragraph 2.3, that Claim shall be denied.

ARTICLE 14
RESOLUTION OF CLAIMS

14.1 All Claims made in accordance with Article 13 shall be reviewed and evaluated by the Design Professional. If the Claim is not made in strict accordance with Article 13, it shall be rejected as waived. Any failure by the Design Professional to reject the Claim for failure to meet the requirements of Article 13 is not binding on the Owner and the Owner may reject the Claim for such failure.

14.2 No later than seven (7) days from receipt of the Claim by the Design Professional, it shall:

.1 Make a written request to the Contractor or Owner for more data to support the Claim;

.2 Attempt to facilitate resolution of the Claim through informal negotiations; or

.3 If the Claim is by the Contractor, make a written recommendation to the Owner, with a copy to the Contractor, that the Owner reject or approve all or part of the Claim and state the reasons for the Design Professional’s recommendation. If the Claim is by the Owner, make a written recommendation to the Contractor, with a copy to the Owner, that the Contractor reject or approve all or part of the Claim and state the reasons for the Design Professional’s recommendation.

14.3 If the Design Professional requests more data from the Contractor or the Owner under subparagraph 14.2.1, the Contractor or Owner shall respond no later than seven (7) days from receipt of such request, and provide additional data, provide a date certain by which additional data will be provided, or state that it will not provide additional data. Upon receipt of data, if any, in accordance with this section, the Design Professional will complete the evaluation of the Claim. Failure to respond at all or failure to provide data by the date specified in the response to the request shall result in the Claim being evaluated based on the information in the Design Professional’s possession.

14.4 In evaluating the Claim, the Design Professional may consult with the Contractor, the Owner or other persons with knowledge or expertise that may assist the Design Professional in its evaluation.

14.5 No later than fourteen (14) days after receipt by the Owner of the Design Professional’s recommendation regarding the Contractor’s Claim, the Owner shall, in writing, notify the Contractor and the Design Professional of its decision regarding the Claim. No later than fourteen (14) days after receipt by the Contractor of the Design Professional’s recommendation regarding the Owner’s Claim, the Contractor shall, in writing, notify the Owner and the Design Professional of its decision regarding the Claim.
14.6 The Owner’s decision regarding the Contractor’s Claim is binding on the Owner and the Contractor but is subject to mediation in accordance with this Contract, and the Contractor’s decision regarding the Owner’s Claim is binding on the Owner and the Contractor but is subject to mediation in accordance with this Contract.

ARTICLE 15
SUBCONTRACTORS

15.1 A document in the form of Exhibit E shall be completed and submitted upon execution of this Contract and those subcontractors named therein shall match those subcontractors named in the Contractor’s bid unless otherwise agreed to in writing by the Owner. Also upon execution of this Contract by the Contractor, the Contractor shall identify to the Owner and the Design Professional, in writing, those parties intended as subcontractors on the Project not otherwise named in Exhibit E. The Owner shall, in writing, state any objections the Owner may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor with reference to whom the Owner objects. All subcontracts shall afford the Contractor rights against the subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights of Contract Termination as set forth in this Contract. All subcontractors shall, throughout the duration of this Contract, be properly licensed as Idaho Public Works Contractors.

15.2 The Contractor conditionally assigns each of its subcontracts related to the Project to the Owner. All subcontracts between the Contractor and the subcontractors shall obligate the subcontractor to such conditional assignment. Upon a Termination by the Owner for cause under Paragraph 20.1, the Owner may accept such conditional assignment by written notification to the applicable subcontractor and to the Contractor. Such acceptance is subject to the rights of the Surety, if any, relating to the Contract.

ARTICLE 16
CHANGES IN THE WORK

16.1 General

.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 and elsewhere in the Contract Documents; and

.2 Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

16.2 Change Orders

.1 A “Change Order” is a written instrument prepared by the Design Professional and signed by the Owner, Contractor and Design Professional, stating their agreement upon: a change in the work, any adjustment in the Fixed Price Contract Amount and any adjustment in the Contract Time;

.2 Methods used in determining adjustments to the Fixed Price Contract Amount may include those listed in subparagraph 16.3.4;

.3 The amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.11;
.4 Any Change Order prepared, including those arising by reason of the parties’ mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including all direct, indirect and consequential costs associated with such change and any and all adjustments to the Fixed Price Contract Amount and Contract Time. In the event a Change Order increases the Fixed Price Contract Amount, the Contractor shall include the Work covered by such Change Order in the Contractor’s Request for Payment as if such Work were originally part of the Project and Contract Documents; and

.5 By the execution of a Change Order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in Work which is the subject of the Change Order and that it has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor’s ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Fixed Price Contract Amount or Contract Time by reason of any conditions affecting the change in Work addressed by the Change Order, which could have reasonably been discovered or disclosed by the Contractor’s examination.

16.3 Construction Change Directive (CCD)

.1 A “Construction Change Directive” is a written order prepared by the Design Professional and signed by the Owner and Design Professional directing a change in the Work prior to agreement on adjustment, if any, in the Fixed Price Contract Amount 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 Fixed Price Contract Amount and Contract Time being adjusted accordingly;

.2 A Construction Change Directive, within limitations, may also be used to incorporate minor changes in the Work agreed to by the Design Professional’s representative, the Owner’s Field Representative and the Contractor’s superintendent or project manager. The limits of these representatives’ authority with regard to Construction Change Directives shall be documented in writing by the Design Professional, Owner and Contractor;

.3 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order;

.4 If the Construction Change Directive provides for an adjustment to the Fixed Price Contract Amount, the adjustment shall be based on one (1) 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 subparagraph 16.3.7;

.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Design Professional in writing within forty-eight (48) hours 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 Fixed Price Contract Amount or Contract Time;
.6 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Fixed Price Contract Amount and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be incorporated into a future Change Order;

.7 If the Contractor does not respond promptly or disagrees with the method for adjustments in the Fixed Price Contract Amount or Contract Time, the method and the adjustment shall be determined by the Design Professional 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 Fixed Price Contract Amount, an allowance for overhead and profit in accordance with subparagraph 16.3.11. In such case of an increase in Fixed Price Contract Amount, and also under subparagraph 16.3.4, the Contractor shall keep and present, in such form as the Design Professional may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this subsection shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom and workers’ compensation insurance;

.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 permit fees and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change;

.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Fixed Price Contract Amount shall be for the actual net cost of the decrease, confirmed by the Design Professional. 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;

.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in the Contractor's Request for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs;

.10 When the Owner and Contractor agree with the determination by the Design Professional concerning the adjustments in the Fixed Price Contract Amount and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order;

.11 For purposes of subparagraphs 16.2.3 and 16.3.7, the allowance for combined overhead, profit, bonds and insurance shall be limited as follows, unless otherwise provided in the Contract Documents:

.1 For changes, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs; or

.2 The Contractor will determine the apportionment between the Contractor and its subcontractors of allowable amounts of overhead, profit, bonds and insurance.
16.4 The Design Professional will have authority to order minor changes in the Work not involving adjustment in the Fixed Price Contract Amount or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

**ARTICLE 17**

**DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK**

17.1 If the Contractor covers, conceals or obscures its Work in violation of this Contract or in violation of a directive or request from the Owner or the Design Professional, such Work shall be uncovered and displayed for the Owner's or Design Professional's inspection upon request and shall be reworked at no cost in time or money to the Owner.

17.2 If any of the Work is covered, concealed or obscured in a manner not addressed by Paragraph 17.1, it shall, if directed by the Owner or the Design Professional, be uncovered and displayed for the Owner's or Design Professional's inspection. If the uncovered Work conforms strictly with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such Work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor.

17.3 The Contractor shall, at no cost in time or money to the Owner, promptly correct Work (fabricated, installed or completed) rejected by the Owner or by the Design Professional as defective or that fails to conform to this Contract whether discovered before or after Substantial Completion. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.

17.4 In addition to any other warranty obligations in this Contract, the Contractor shall be specifically obligated to correct, upon written direction from the Owner, any and all defective or nonconforming Work for a period of twelve (12) months following Substantial Completion.

17.5 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Fixed Price Contract Amount shall be reduced by the lesser of: (i) the reasonable costs of removing and correcting the defective or nonconforming Work; or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Fixed Price Contract Amount, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming work.

**ARTICLE 18**

**TERMINATION BY THE CONTRACTOR**

18.1 The Contractor may terminate the Contract if the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a subcontractor, sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order by a court or by another public authority having jurisdiction and authority which requires all Work to be stopped; or

.2 An act of government, such as a declaration of national emergency, which requires all Work to be stopped.
18.2 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract pursuant to Paragraph 20.3.

ARTICLE 19
OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

19.1 The Owner may, at any time and 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. If the Owner directs any such suspension, the Contractor must immediately comply with same.

19.2 In the event the Owner directs a suspension of performance under this Article, and such suspension is through no fault of the Contractor, the Fixed Price Contract Amount and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay or interruption to cover the Contractor's reasonable costs, actually incurred and paid, of:

.1 Demobilization and remobilization, including such costs paid to subcontractors;
.2 Preserving and protecting Work in place;
.3 Storage of materials or equipment purchased for the Project, including insurance thereon; and
.4 Performing in a later, or during a longer, time frame than that provided by this Contract.

19.3 The adjustment of the Fixed Price Contract Amount shall include an amount for a reasonable profit. The adjustment of the Fixed Price Contract Amount shall not include any amount not otherwise allowed under this Contract, including any limitations applicable to Claims. The Contractor shall provide supporting documentation related to any increase upon request of the Owner. 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 the Contract.

ARTICLE 20
TERMINATION BY THE OWNER

The Owner may terminate this Contract in accordance with the following terms and conditions:

20.1 If the Contractor does not perform the Work, or any part thereof, in accordance with the Contract Documents, or in a timely manner; does not supply adequate labor, supervisory personnel, or proper equipment or materials; fails to pay subcontractors; fails to timely discharge its obligations for labor, equipment, and materials; proceeds to disobey applicable law; or otherwise breaches this Contract, then the Owner, in addition to any other rights it may have against the Contractor, may terminate the Contract and assume control of the Project site and of all materials and equipment at the site and may complete the Work. In such case, the Contractor shall not be paid further until the Work is complete. Upon such Termination, the Owner may, subject to any superior rights of the Surety, take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor; accept assignment of those subcontracts conditionally assigned under Paragraph 15.2; and finish the Work by whatever reasonable method the Owner may deem expedient.
20.2 When the Owner terminates the Contract for cause as provided in Paragraph 20.1, the Contractor shall not be entitled to receive further payment until the Work is finished and shall only be entitled to payment for Work satisfactorily performed by the Contractor in accordance with the Contract Documents. If the costs of finishing the Work, including compensation for the Design Professional's services and expenses made necessary thereby, exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Paragraph 20.1 and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination under Paragraph 20.3 and the provisions of Paragraph 20.3 shall apply.

20.3 The Owner may, at any time and for any reason, terminate this Contract. The Owner shall give no less than seven (7) days' written notice of such Termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such Termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. When terminated pursuant to this section, the following shall apply:

.1 The Contractor shall submit a Termination Claim to the Owner and the Design Professional specifying the amounts claimed due because of the Termination, together with costs, pricing or other supporting data required by the Owner or the Design Professional. Failure by the Contractor to file a Termination Claim within ninety (90) days from the effective date of termination shall be deemed a complete waiver by the Contractor of any right to any payment;

.2 Before or after receipt of the Termination Claim, the Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder; and

.3 If the Contractor has filed the Termination Claim but the Contractor and the Owner do not agree on an amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

.1 Unpaid Contract prices for labor, materials, equipment and other services provided or perfected prior to termination and acceptable to or accepted by the Owner;

.2 Reasonable costs incurred in preparing to perform the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct job-site overhead and profit related to such preparation (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated loss, if any; and

.3 Reasonable costs of settling and paying claims arising out of the Termination of subcontracts or orders pursuant to this Paragraph 20.3.

20.4 Costs described in subparagraphs 20.3.3.2 or 20.3.3.3 above shall not include amounts paid in accordance with other provisions hereof. In no event shall the total sum to be paid the Contractor under subparagraph 20.3.3 exceed the total Fixed Price Contract Amount, as properly adjusted, reduced by the
amount of payments previously or otherwise made and by any other deductions permitted under this Contract and shall in no event include duplication of payment.

**ARTICLE 21**

**CONTRACTOR’S LIABILITY INSURANCE**

21.1 The Contractor, subcontractor and sub-subcontractor shall purchase and maintain in full force and effect from a company or companies lawfully authorized to do business in the State of Idaho such insurance as will protect the Contractor, subcontractor and sub-subcontractor from claims set forth below which may arise out of or result from the Contractor's or subcontractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

.1 Claims under workers’ or workmen’s compensation, disability benefits and other similar employee benefit acts which are applicable to the work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage which are sustained: (i) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor; or (ii) by another person;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Article 11.

21.2 The insurance required by Paragraph 21.1 above shall be written for not less than limits of liability specified in this Contract or as required by law, whichever is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. In addition, for any insurance required that is obtained on a claims-made basis, “tail coverage” is required at the completion of the Work for twenty-four (24) months. Continuous claims-made coverage will be acceptable in lieu of “tail coverage” provided the retroactive date is on or before the effective date of this Contract or twenty-four (24) months “prior acts” coverage is provided.

.1 The insurance required by Paragraph 21.1 above shall be written for not less than the following limits:

   .1 Workers' Compensation and Employer's Liability

      (a) State Workers Compensation: Statutory

      (b) Employer's Liability: $100,000 per Accident
.2 Comprehensive Commercial General Liability and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability ("CGL") and, if necessary, commercial umbrella insurance with a limit of not less than $2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project location;

CGL insurance shall be written on Insurance Services Office ("ISO") occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operation, independent contractors, products-completed operations, personal (including employee acts) and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). As applicable, coverage must also include a broad form CGL endorsement if the substitute insurance is a 1973 edition CGL or its equivalent;

Owner shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 and CG 20 37 or their equivalent, which endorsement shall include coverage for the Owner with respect to liability arising out of the Work, including completed operations of Contractor, and which coverage shall be maintained in effect for the benefit of Owner for a period of two (2) years following the completion of the work specified in this Contract. Additional insured coverage as required in this subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Owner;

(a) For the hazards of explosion, collapse, and damage to underground property, commonly referred to as XCU, coverage shall be required if the exposures exist; and

This coverage may be provided by the subcontractor if the Owner and prime Contractor are named as additional insureds;

.3 Business Auto and Umbrella Liability Insurance: Contractor shall maintain business, auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident;

Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos);

Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01;

If hazardous waste will be hauled, Contractor shall obtain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) and the Motor Carrier Act endorsement (MCS 90) shall be attached;

.4 If the General Liability coverages are provided by Commercial Liability policies the:

.1 General Aggregate shall be not less than $2,000,000; and
.2 Fire legal liability shall be provided in an amount not less than $100,000 per occurrence; and

.5 Umbrella Excess Liability. An umbrella policy may be used in combination with other policies to provide the required coverage.

21.3 The Owner [and the Idaho State Building Authority] shall be named as additional insured or loss payee, as applicable, on the insurance required in subparagraphs 21.2.1.2, 21.2.1.3 and 21.2.1.5 above, and the insurance shall contain the severability of interest clause as follows:

"The insurance afforded herein applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's 'liability.'"

21.4 The Contractor may include all subcontractors as insureds under the Contractor’s policies in lieu of separate policies by each subcontractor. The Contractor must furnish the State of Idaho, Idaho Transportation Department, with the required endorsements or certificates of insurance from each subcontractor which names the subcontractor, its officials, employees and volunteers as insureds.

21.5 Certificates of Insurance for Workers’ Compensation shall be on the standard form. Certificates of Insurance for Commercial or Comprehensive General Liability shall be the most current ACORD Form 25 or 28, must be acceptable to the Owner and shall be filed with the Owner prior to commencement of the Work. The Owner may require proof of coverage by an endorsement. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Contractor's Request for Payment as required by Article 7. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

ARTICLE 22
OWNER’S LIABILITY INSURANCE

The Owner, at its option, may purchase or maintain insurance for protection against claims which may arise from operations under the Contract.

ARTICLE 23
PROPERTY INSURANCE

23.1 Unless otherwise provided, the Owner shall purchase or maintain, from a company or companies lawfully authorized to do business in the State of Idaho, property insurance written on a builders risk "all-risk" or equivalent policy form in an amount not less than the initial Fixed Price Contract Amount. Such property insurance shall be maintained until final payment to the Contractor has been made. This insurance shall include interests of the Owner, the Contractor, subcontractors and sub-subcontractors.

23.2 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, but not necessarily be limited to insurance against the perils of fire (with extended coverage) and mischief, collapse, earthquake, flood, windstorm, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover necessary and reasonable expenses for the Design Professional's expenses required as a result of such insured loss.

23.3 If the property insurance requires deductibles, the Owner shall pay costs of such deductibles.
23.4 Boiler and Machinery Insurance. The Owner will purchase and maintain boiler and machinery insurance, which shall specifically cover such insured objects during installation and testing.

23.5 Loss of Use Insurance. The Owner, at the Owner’s option, may purchase and maintain such insurance as will insure the Owner against loss of the Owner’s property due to fire or other hazards, however caused.

23.6 Waivers of Subrogation. The Owner and Contractor waive all rights against: (i) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other; and (ii) the Design Professional, Design Professional’s consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages to the Work caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Article or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner. The Owner or Contractor, as appropriate, shall require of the Design Professional, Design Professional’s consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The Owner does not waive its subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work.

23.7 The Contractor authorizes the Owner to negotiate and agree on the value and extent of, and to collect the proceeds payable with respect to, any loss under a policy of insurance carried by the Owner pursuant to any of the provisions of this Article. The Owner shall have full right and authority to compromise any claim, or to enforce any claim by legal action or otherwise, or to release and discharge any insurer; by and on behalf of the Owner and Contractor. The Owner shall provide written notice to Contractor of: (i) its having reached any such settlement or adjustment with an insurer; and (ii) the receipt of any funds pursuant to this Article. Any objection by the Contractor to a settlement or adjustment made under this Article must be made in writing to the Owner within five (5) business days of the notice from the Owner. The Owner and the Contractor agree to attempt to resolve the dispute by mutual agreement.

23.8 A loss under the Owner’s property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause.

23.9 The Owner shall deposit proceeds so received, in a manner in which such proceeds can be separately accounted for, which proceeds the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract pursuant to Article 20, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 16.

23.10 The Contractor shall pay subcontractors their shares of the insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to acknowledge the Owner’s authority under this Article 23 and make payments to their sub-subcontractors in similar manner.

23.11 Nothing contained in this Article 23 shall preclude the Contractor from obtaining, solely at its own expense, additional insurance not otherwise required.
ARTICLE 24
PERFORMANCE AND PAYMENT BONDS

24.1 The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Fixed Price Contract Amount and shall include a power of attorney attached to each bond. The signature of both the Contractor (principal) and the Surety are required. If the Surety is incorporated, both bonds must have the corporate seal. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Fixed Price Contract Amount is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be AIA Document A312, or a standard surety form certified approved to be the same as the AIA Document A312, and shall be executed by a Surety, or Sureties, reasonably acceptable to the Owner and authorized to do business in the State of Idaho.

24.2 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 permit a copy to be made.

24.3 It is the Contractor's obligation to notify the Surety in the event of changes in the Contract Documents, which in the absence of notification might serve to discharge the Surety's obligations, duties or liability under bonds or the Contract.

ARTICLE 25
PROJECT RECORDS

25.1 All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor or any subcontractor of the Contractor, shall be made available to the Owner or the Design Professional for inspection and copying upon written request. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the Project, its design and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. The Contractor shall maintain and protect these documents for no less than four (4) years after final completion or termination of the Contract or for any longer period of time as may be required by law or good construction practice.

ARTICLE 26
MISCELLANEOUS PROVISIONS

26.1 The law is hereby agreed to be the law of the State of Idaho. The parties further agree that venue for any proceeding related to this Contract shall be in Boise, Ada County, Idaho, unless otherwise mutually agreed by the parties.

26.2 Pursuant to Section 54-1904A, Idaho Code, within thirty (30) days after award of this Contract, the Contractor shall file with the Idaho State Tax Commission, with a copy to the Owner, a signed statement showing the date of Contract award, the names and addresses of the home offices of contracting parties, including all subcontractors, the state of incorporation, the Project Number and a general description of the type and location of the Work, the amount of the prime contracts and all subcontracts and all other
relevant information which may be required on forms which may be prescribed by the Idaho State Tax Commission.

26.3 The Contractor, in consideration of securing the business of erecting or constructing public works in the State of Idaho, recognizing that the business in which it is engaged is of a transitory character, and that in the pursuit thereof, its property used therein may be without the state when taxes, excises or license fees to which it is liable become payable, agrees:

.1 To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its sub-divisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term;

.2 That if the said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists even though the same constitute liens upon its property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

.3 That, in the event of its default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this Contract may withhold from any payment due it hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said Contractor is liable.

26.4 Before entering into a Contract, the Contractor shall be authorized to do business in the State of Idaho and shall submit a properly executed Contractor's Affidavit Concerning Taxes (Exhibit D).

26.5 Pursuant to Section 44-1002, Idaho Code, it is provided that each Contractor "must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association, or corporation refusing to execute an agreement with the above mentioned provisions in it; provided, that, in contracts involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States." (Ref. Section 44-1001, Idaho Code)

26.6 The Contractor shall maintain, in compliance with Title 72, Chapter 17, Idaho Code, a drug-free workplace program throughout the duration of this Contract and shall only subcontract work to subcontractors who have programs that comply with Title 72, Chapter 17, Idaho Code.

26.7 As between the Owner and Contractor as to acts or failures to act, any applicable statute of limitations shall commence to run and any legal cause of action shall be deemed to have accrued in any and all events in accordance with Idaho law.

26.8 The Contractor and its subcontractors and sub-subcontractors shall comply with all applicable Idaho statutes with specific reference to Idaho Public Works Contractors' licensing laws in the State of Idaho, Title 54, Chapter 19, Idaho Code, as amended.

26.9 The Contractor shall not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States and take steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States. 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 not to exceed five percent (5%) of the Fixed Price Contract Amount per violation and/or Termination of this Contract. The Contractor also acknowledges that, if it is a natural person, it is subject to Title 67, Chapter 79, Idaho Code regarding verification of lawful presence in the United States.

ARTICLE 27
EQUAL OPPORTUNITY

The Contractor shall maintain policies of employment as follows:

27.1 The Contractor and the Contractor's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age or national origin. Such action shall include the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

27.2 The Contractor and the Contractor's subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age or national origin.

ARTICLE 28
SUCCESSORS AND ASSIGNS

28.1 Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract or any part of it or right or obligation pursuant to it without prior written consent of the Owner. If Contractor attempts to make assignment without consent of Owner, Contractor shall remain legally responsible for all obligations under this Contract.

ARTICLE 29
SEVERABILITY

29.1 In the event any provision or section of this Contract conflicts with applicable law or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and shall be carried into effect.

ARTICLE 30
MEDIATION

30.1 Contractor Claims for additional cost or time are subject to Article 13, shall be reviewed as provided in accordance with that Article and, as a condition precedent to litigation, are subject to dispute resolution attempts and mediation in accordance with this Article. All other issues and disputes arising from this contract are also subject to dispute resolution attempts & mediation in accordance with this Article, as a condition precedent to litigation.

30.2 The parties agree that resolution of any dispute or disagreement without formal legal proceedings is to their mutual benefit and to the benefit of the Project.
30.3 The parties agree to make every reasonable attempt to resolve any issues or disputes informally. The parties further agree that prior to the institution by either of legal or equitable proceedings of any kind, and as a condition precedent thereto, any dispute between the Contractor and the Owner related to the Contract, including a dispute over the Owner’s decision regarding a Claim, shall be subject to mediation as follows:

.1 If the issue to be mediated involves only a dispute regarding the Contract Time, no request to mediate shall be made unless liquidated damages have been assessed by the Owner. If the issue to be mediated involves a Claim or other financial dispute, no request to mediate shall be made unless the amount is $50,000 or more or until there are cumulative Claims or disputes amounting to $50,000 or more; provided, however, that a mediation request can be made as to any Claim or financial matter at any time after Substantial Completion;

.2 The party seeking mediation shall notify the other party in writing of its mediation request. In such written request, the requesting party must clearly describe the issues it believes are subject to mediation;

.3 Within fifteen (15) days of receipt of the mediation request, the non-requesting party shall respond in writing to the request;

.4 Unless the Owner and the Contractor agree to other rules for mediation, mediation shall be in accordance with the Construction Industry Rules of Arbitration and Mediation Procedures in effect at the time of the mediation;

.5 The parties shall share the mediator’s fee and any filing fees equally; provided, however, that if a party makes a written request to the mediator without satisfying the requirements of this section and by doing so incurs any costs or fees, that party shall be solely responsible for the costs or fees;

.6 Unless otherwise mutually agreed to by the parties, the mediation shall be in Boise, Ada County, Idaho;

.7 The parties shall cooperate in arranging the other details of mediation, such as selection of the mediator, mediation dates and times;

.8 The parties agree that all parties necessary to resolve the matter shall be parties to the same mediation proceeding; provided, however, that no subcontractor or sub-subcontractor shall attend the mediation absent advance notice and consent from the Owner;

.9 Agreements reached in mediation shall be enforceable as settlement agreements in any court having proper jurisdiction; and

.10 Unless otherwise agreed in writing, the Contractor shall continue the Work and maintain the approved schedules during any mediation proceedings. If the Contractor continues to perform, the Owner shall continue to make payments in accordance with the Contract Documents.

30.4 If mediation fails to resolve the dispute, either party may file an action in the courts of Idaho in accordance with the venue provision contained in this Contract.

ARTICLE 31
WAIVER OF CONSEQUENTIAL DAMAGES

31.1 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.

.2 Damages incurred by the Contractor for principal office expenses, including the compensation of personnel stationed there; for losses of income, financing, business and reputation; loss of management or employee productivity or of the services of such persons; and for loss of profit except profit arising directly from the Work.
31.2  This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Articles 18 and 20. Nothing contained in this paragraph shall be deemed to preclude an award of the assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

OWNER
State of Idaho
Idaho Transportation Department

Date Executed
By: Denise Cooley, Senior Buyer

CONTRACTOR

Date Executed
By: Signature

Printed Name
Title
EXHIBIT A

OWNER'S PROJECT IDENTIFICATION INFORMATION:

ITD Project No. FM22103
ITD Building Maintenance Repair
Powell, Idaho

General Project Description:

ADDENDA: Addenda applicable to the Contract and made a part of are as follows:

Addendum No. _____ Dated ____________
Addendum No. _____ Dated ____________
Addendum No. _____ Dated ____________

FIXED PRICE CONTRACT AMOUNT AND ACCEPTED ALTERNATES:

Base Bid Amount: $0.00
Alternate No. ____ (_________________) add $0.00
Alternate No. ____ (_________________) add $0.00
Alternate No. ____ (_________________) add $0.00
Total Fixed Price Contract Amount
  (__________________________) Dollars $0.00

Contractor’s Requests for Payment are to be submitted for Work accomplished through the ___ day of each month as described in Paragraph 7.3.

TIME FOR PERFORMANCE AND LIQUIDATED DAMAGES:

A. The Contractor shall commence construction of its scope of the Work in accordance with the Notice to Proceed issued by the Owner, and which will become Exhibit F to this Contract.

B. The Contractor shall accomplish Substantial Completion as defined in Article 6 of the Contract within _________ (45) consecutive calendar days from the date authorized to proceed in the Notice to Proceed.

C. The amount of liquidated damages per day for each and every day of unexcused delay as outlined in Article 6 on the Contract is: Five hundred Dollars ($500)

DRAWINGS AND SPECIFICATIONS

The Owner shall furnish the Contractor 3 sets of Drawings and Project Manuals.

SPECIAL CONDITIONS

B. In Article 21, Paragraph 21.3, add the Idaho State Building Authority to be named as an additional insured.
C. In Article 21, Paragraph 21.5, also provide a separate certificate issued to the Idaho State Building Authority showing the Idaho State Building Authority as an additional insured.
EXHIBIT B

ADDRESSES and AUTHORIZED REPRESENTATIVES: The names, addresses and authorized representatives of the Owner, the Contractor and the Design Professional are:

OWNER

Owner: Idaho Transportation Department
Tony Pirc, Facilities Manager
3311 W State St
Boise, Idaho, 83703
208-334-8600
tony.pirc@itd.idaho.gov

Contracting Officer: Idaho Transportation Department
Denise Cooley, Senior Buyer,
3311 W State St
Boise, Idaho, 83703
208-745-5652
denise.cooley@itd.idaho.gov
May sign for Owner: Yes [X]  No [ ]

Field Representative: Idaho Transportation Department
Roy Hill
2600 Frontage Rd.
Lewiston, ID 83501
208-799-4256
roy.hill@itdiaho.gov
May sign for Owner: Yes [ ]  No [X]
CONTRACTOR

Contractor: ________________________________ (company name)
___________________________ (address)
___________________________ (city, state, zip)
___________________________ (telephone and FAX)
Public Works Contractors License No. ____________________

Officer: ________________________________ (name and title)
________________________ (telephone)
________________________ (E-mail)

Contractor's Project Manager: ________________________________ (name)
__________________________ (telephone and FAX)
________________________ (E-mail)
May sign for Contractor: Yes [  ] No [  ]
Change Orders: up to: $______.00
Construction Change Authorizations: up to: $______.00
Contractor's Request for Payment

Contractor's Superintendent: ________________________________ (name)
__________________________ (telephone and FAX)
________________________ (E-mail)
May sign for Contractor: Yes [  ] No [  ]
Construction Change Authorizations: up to $______.00
DESIGN PROFESSIONAL

Design Professional:
Keltic Engineering, Inc. (firm name)
315 Adams Lane (address)
Lewiston, ID, 83501 (city, state and zip)
208-743-2135 (telephone)
208-743-2136 (FAX)

Professional's Project Manager: Eric Hasenoehrl, PE (name)
Professional License No. 6064
208-743-2135 (telephone)
208-743-2136 (FAX)
Erich@kelticengr.com (E-mail)

Professional's Field Representative: Eric Hasenoehrl (name)
208-743-2135 (telephone)
208-743-2136 (FAX)
erich@kelticengr.com (E-mail)

May sign for Design Professional:
Field Reports Yes [X] No [ ]
Change Order Proposal Requests Yes [X] No [ ]
Construction Change Authorization: Yes [X] No [ ]
Construction Change Order Yes [X] No [ ]
Design Professional's Supplemental Instructions Yes [X] No [ ]
Interpretations of the Contract Documents Yes [X] No [ ]
Contractor's Request for Payment Yes [X] No [ ]
Acceptance of Substantial Completion Yes [X] No [ ]
Acceptance of final completion Yes [X] No [ ]
EXHIBIT C

LIST OF DRAWINGS:

51    Cover Sheet    54    Proposed Repair
52    Construction Notes    55    Proposed Repair
53    Existing Conditions

LIST OF SPECIFICATIONS:

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 011000 – SUMMARY
SECTION 012300 – ALTERNATES
SECTION 012500 - SUBSTITUTION PROCEDURES
SECTION 012900- PAYMENT PROCEDURES
SECTION 013100- PROJECT MANAGEMENT AND COORDINATION
SECTION 013300 - SUBMITTAL PROCEDURES
SECTION 014000 -QUALITY REQUIREMENTS
SECTION 015000- TEMPORARY FACILITIES AND CONTROLS
SECTION 016000 - PRODUCT REQUIREMENTS
SECTION 017300 – EXECUTION
SECTION 017700 - CLOSEOUT PROCEDURES
Conditions Precedent to Final Payment
SECTION 017823- OPERATION AND MAINTENANCE DATA
SECTION 017839 - PROJECT RECORD DOCUMENTS
SECTION 024119 - SELECTIVE DEMOLITION
EXHIBIT D

CONTRACTOR’S AFFIDAVIT CONCERNING TAXES

STATE OF ___________________)  
COUNTY OF ___________________)  

Pursuant to the Title 63, Chapter 15, Idaho Code I, the undersigned, being duly sworn, deposite and certify 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, has been paid, or arrangements have been made, before entering into a Contract for construction of any public works in the State of Idaho.

SEAL

__________________________________________________________________________

Name of Contractor

__________________________________________________________________________

Address

__________________________________________________________________________

City and State

By:

__________________________________________________________________________

(Signature)

Subscribed and sworn to before me this ___________________ day of ______________, ________.

__________________________________________________________________________

NOTARY PUBLIC
Residing at: ____________________________
Commission expires: ____________________________
EXHIBIT E

NAMED SUBCONTRACTORS:

Pursuant to Section 67-2310, Idaho Code, commonly known as the naming law, the names and addresses of the entities who will perform the plumbing, heating and air conditioning and electrical work were named in the bid and are as follows:

Plumbing (PWCL Category 15400)
(Name) __________________________________________
(Address) _________________________________________
Idaho Public Works Contractors License No. _____________________________
Idaho Plumbing Contractors License No. _______________________________

Heating Ventilating & Air Conditioning (PWCL Category 15700-HVAC)
(Name) __________________________________________
(Address) _________________________________________
Idaho Public Works Contractors License No. _____________________________
Idaho HVAC Contractors License No. ______________________________

Electrical (PWCL Category 1600)
(Name) __________________________________________
(Address) _________________________________________
Idaho Public Works Contractors License No. _____________________________
Idaho Electrical Contractors License No. ______________________________
NOTICE TO PROCEED

TO CONTRACTOR: ITD NUMBER:

CONTRACT DATE: ARCHITECT:

CONTRACT AMOUNT: $ 

DATE OF ISSUANCE: OWNER: State of Idaho

You are hereby notified to commence work on the above referenced contract on/or before and are to substantially complete the work within consecutive calendar days thereafter; therefore your contract completion date is .

The contract provides for the sum of $ as liquidated damages for each consecutive calendar day after the above established substantial completion date that the work remains incomplete. Completion date will be established by “Certificate of Substantial Completion.”

You are reminded that any changes to the original contract document regarding either cost or completion date must be effected by a change order approved by this department.

Your payment estimates must be submitted on Idaho Transportation Department forms included herein. We will be most happy to assist you in preparing the payment estimate forms.

has been appointed Field Representative for this project. Please contact him at 332- prior to beginning work. A pre-construction meeting will be held , at , at (location)

Sincerely,

JAN P. FREW
ADMINISTRATOR

JP:mb

DISTRIBUTION: Tax Commission
Division of Building Safety
Risk Management (w/ Builder’s Risk Application, if applicable)
(Project Manager)
Fiscal Office TAX ID xx-xxxxxxx

FIXED PRICE CONSTRUCTION CONTRACT

BOILERPLT-2009 dbb.doc (rev. 06/03/19)
EXHIBIT G
Idaho State Tax Commission
REQUEST FOR TAX RELEASE

Date: ____________________________

<table>
<thead>
<tr>
<th>PART I -- AWARDING AGENCY INFORMATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of agency</td>
</tr>
<tr>
<td>Contact name</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PART II -- CONTRACTOR INFORMATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of contractor</td>
</tr>
<tr>
<td>Federal EIN</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PART III -- CONSTRUCTION/CONTRACT MANAGER INFORMATION (if applicable):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of business</td>
</tr>
<tr>
<td>Federal EIN</td>
</tr>
</tbody>
</table>

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

NOTE: We will email all copies unless otherwise requested

<table>
<thead>
<tr>
<th>PART IV -- PROJECT INFORMATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of project</td>
</tr>
<tr>
<td>Description of project</td>
</tr>
</tbody>
</table>

Project number assigned by awarding agency
Project start date
Project completion date
Final/closing contract amount (includes all change orders)

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

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

List Materials
List Dollar Values of Materials

Send to: Contract Desk/Sales Tax Audit

FIXED PRICE CONSTRUCTION CONTRACT

BOILERPLT-2009 dbb.doc (rev. 06/03/19)
NOTE: Please allow 30 days to process a Tax Release Request. You must send a complete, signed Form WH-5 Public Works Contract Report to the Idaho State Tax Commission to complete this request.
EXHIBIT H

RELEASE OF CLAIMS

(TO BE COMPLETED FOR FINAL PAYMENT)

I, __________________________________________, do hereby release the State of Idaho from any and all claims of any character whatsoever arising under and by virtue of contract number ________ Dated __________ as amended, except as herein stated.

Dated ___________________________ Contractor ___________________________________________
EXHIBIT J

Conditions Precedent to Final Payment

Date: ____________________________

ITD Project No. ____________________________
ITD Powell Maintenance Building
Repairs: ____________________________
Location: ____________________________

Send to: Copy to:
State of Idaho Design Professional
Idaho Transportation Department ____________________________
3311 W State St ____________________________
Boise, Idaho 83703 ____________________________

Contractor’s Responsibilities:

Per Paragraph 7:13 of the Fixed Price Contract: As a condition precedent to final payment, the Contractor must furnish the owner, in the form and manner required by Owner, to be submitted to the Design Professional for approval, the following:

☐ Contractor’s Final Request for Payment Form has been provided;
☐ Release of Claims form has been provided (ITD’s form, Exhibit H);
☐ Contractor’s Affidavit of Payment of Debts and Claims Form has been provided (AIA G706);
☐ Consent of Surety to Final Payment has been provided (AIA G707);
☐ Confirmation of all required training, product warranties, operating manuals, instruction manuals and other record documents, drawings and items customarily required of the Contractor has been provided.
☐ Public Works Contract Tax Release from the Idaho Tax Commission has been provided;
☐ ITD’s Letter of Completion/Final Inspection Sign-Off (as required);
☐ Project Finalization and Start Up has been provided (as required, Exhibit L);

______________________________
Contractor’s Signature Date
Design Professional's Approval for Payment:

☐ All Documents Required per Paragraph 7.13 of the Fixed Price Contract

☐ All Warranties, Guarantees, etc. have been received, approved and have been provided.

☐ As-Built Drawings have been received, reviewed and approved.

☐ Record Drawings have been completed. All of the required copies of the Record Documents and electronic media are attached and/or uploaded to OMS.

☐ All punch list items have been verified and signed off as complete.

To the best of my knowledge, information, and belief, and on the basis of my observations and inspections, I certify the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the required documentation required by Paragraph 7.13 of the fixed priced contract has been received. The entire balance, as shown on the attached Final Request for Payment, is due and payable.

_________________________________________________________________
Design Professional's Signature      Date
EXHIBIT L

PROJECT FINALIZATION AND START-UP

Upon completion of the equipment and systems installation and connections, the contractor shall assemble all equipment factory representative and subcontractors together for system start-up.

These people shall assist in start-up and check out their system(s) and remain at the site until the total system operation is acceptable and understood by the agency’s representative(s). The factory representative and system subcontractor shall also give instructions on operation and maintenance of their equipment to the agency’s maintenance and/or operation personnel. To prove acceptance of operation and instruction by the agency’s representative(s), this written statement of acceptance shall be signed below:

“I, the Contractor, associated factory representative and subcontractors, have started each system and the total system; and have proven their normal operation to the agency’s representative(s) and maintenance/operation personnel and have instructed him/them in the operation and maintenance thereof.”

________________________________________  ______________________________
Agency’s Representative                      Contractor

________________________________________  ______________________________
Signature                                    Signature

________________________  __________________________
Date                                           Date
END OF GENERAL REQUIREMENTS
Project Manual For:

Idaho Transportation Department
District #2

ITD FM22103
Powell Maintenance Building Repair

ITD Powell Site
Idaho County
August 2020

CONSTRUCTION DOCUMENTS

Keltic Engineering, Inc. Project Number: 19-0148
Project Manual For:
Idaho Transportation Department
District #2

ITD FM22103
Powell Maintenance Building Repair

ITD Powell Site
Idaho County
August 2020

OWNER
Idaho Transportation Department
Address
Telephone
Contact

OWNER (LOCAL)
ITD District # 2
PO Box 837
2600 Frontage Road, Lewiston ID 83501
Telephone: 208-799-4256
Contact: Roy Hill

STRUCTURAL
Keltic Engineering, Inc.
315 Adams Lane, Lewiston ID 83501
Telephone: 208-743-2135
Contact: Eric Hasenoehrl, PE
SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1. RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 1 Specification Sections, apply to this Section.

1.2. SUMMARY

A. Section Includes:
   1. Project information.
   2. Work covered by Contract Documents.
   3. Access to site.
   4. Coordination with occupants.
   5. Work restrictions.

B. Related Requirements:
   1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3. PROJECT INFORMATION

A. Project Identification: ITD Powell Maintenance Building Repair
   1. Project Location: Powell, Idaho

B. Owner: Idaho Transportation Department, District 2 (Lewiston)
   1. Owner's Representative: Denise Cooley, Senior Buyer
   2. Owner's Representative (Local): Roy Hill, District 2

C. Design Professional: Keltic Engineering, Inc. Lewiston ID 83501
   1. Principle Engineer: Eric Hasenoehrl, PE
   2. Project Manager: Eric Hasenoehrl, PE
1.4. WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and is summarized as follows:

1. Demo the CMU Concrete masonry units, Clean up rebar dowels, Prep surfaces for new grout and mortar, Lay new CMU with mortar, Place rebar in CMU, Place bolts for wood bucks, Grout CMU, Prep and Paint CMU, Install wood bucks, Reattach overhead door rails, Adjust overhead door for operations, Clean and properly dispose of waste.

2. Project will be constructed under a single prime contract.

1.5. SCHEDULE

A. Construction Duration: 45 consecutive calendar days from Notice to Proceed to Substantial Completion.

1.6. ACCESS TO SITE

B. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited by the Agency's requirement to carry on operations adjacent to the area of work. ITD will not allow Contractor to stay overnight onsite. Contractor to procure lodging outside of project site.

C. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Keep approach and site driveways available for Owner to access the existing yard area and adjacent Brine Building currently under construction. Do not use these areas for parking or storage of materials.

1.7. SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

END OF SECTION 011 000
SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

   1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.

   2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

   1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alter.
PART 2- PRODUCTS (Not Used)

PART 3- EXECUTION

3.1 SCHEDULE OF ALTERNATES

   A. Alternate No.1:

       1. Prep and Paint concrete masonry unit wall – inside and out at recent repair at south east corner of building

END OF SECTION 012300
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

B. Drawings and general provisions of the Contract, including Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use form found in section 012501.

2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

   a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
   b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
   c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

e. Samples, where applicable or requested.

f. Certificates and qualification data, where applicable or requested.

g. List of similar installations for completed projects with project names and addresses and names and addresses of engineers and owners.

h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

i. Research reports evidencing compliance with building code in effect for Project.

j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.

k. Cost information, including a proposal of change, if any, in the Contract Sum.

l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.

m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within ten days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 7 days of receipt of request, or seven days of receipt of additional information or documentation.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Engineer's Supplemental Instructions for minor changes in the Work.

b. Use product specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.
PART 2- PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 10 days prior to time required for preparation and review of related submittals.

1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied:
   a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   b. Requested substitution will not adversely affect Contractor's construction schedule.
   c. Requested substitution has received necessary approvals of authorities having jurisdiction.
   d. Requested substitution is compatible with other portions of the Work.
   e. Requested substitution has been coordinated with other portions of the Work.
   f. Requested substitution provides specified warranty.
   g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed after bid date except where products are unavailable within construction schedule, or approved in writing from the Owner.

PART 3- EXECUTION (Not Used)

END OF SECTION 012500
TO:__________________________________________________

PROJECT:__________________________________________ DPW#_________

SPECIFIED ITEM:

Section Page Paragraph Description

The undersigned requests consideration of the following.

PROPOSED SUBSTITUTION: ______________________________

Attached data includes product, description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes description of changes to Contract Documents which proposed substitution will require for its proper installation.

The undersigned states that the following paragraphs, unless modified on attachments, are correct:

1. The proposed substitution does not affect dimensions shown on the drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts are locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the Specified item.

Submitted by:

Signature__________________________ For use by Engineer

Firm______________________________ Accepted Accepted as Noted

Address___________________________ Not Accepted Received Too Late

Date______________________________ By________________________

Telephone________________________ Date________________________

Fax______________________________ Remarks____________________

Attachments:
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.3 SCHEDULE OF VALUES

A. Use AIA G703 Schedule of Values form, or equal.

B. Submit the schedule of values to Engineer at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

C. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
   1. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
   2. Provide separate line item of 2% for project closeout.
   3. Divide substantial subcontracts into individual cost items.
   4. Update the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

A. Use AIA G702 Application for Payment form, or equal.

B. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.

C. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
D. Payment Application Times: Submit Application for Payment to Engineer prior to monthly meeting. The period covered by each Application for Payment is one month, ending on the last day of the month.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
   1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
   2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

F. Transmittal: Submit one signed and notarized original copies of each Application for Payment to Engineer. One copy shall include waivers of lien and similar attachments if required.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
   1. List of subcontractors.
   2. Schedule of values.
   3. Contractor's construction schedule (preliminary if not final).
   4. Submittal schedule (preliminary if not final).
   5. Copies of building permits.
   6. Certificates of insurance and insurance policies.

H. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion (less 5% retainage) for portion of the Work claimed as substantially complete.

I. Retainage Payment Application: After completing Project closeout requirements, submit Retainage Application for Payment with releases and supporting documentation itemized in Section 017701 "Conditions Precedent to Final Payment".

PART 2- PRODUCTS (Not Used)

PART 3- EXECUTION (Not Used)

END OF SECTION 012900
SECTION 013100- PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. Coordination drawings.
   2. Requests for Information (RFIs).
   3. Project meetings.

B. Related Requirements:
   1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.3 GENERAL COORDINATION PROCEDURES

C. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of Contractor's construction schedule.
   2. Preparation of the schedule of values.
   3. Installation and removal of temporary facilities and controls.
   4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

1.4 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

a. Indicate functional and spatial relationships of components of engineering, structural, civil, mechanical, and electrical systems.
b. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

1.5 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Engineer.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

C. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow seven working days for Engineer's response for each RFI.
   1. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
   2. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within amount of days specified in the Fixed Price Construction Contract (FPCC), of receipt of the RFI response.

D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number.
   1. Project name.
   2. Name and address of Contractor.
   3. Name and address of Engineer.
   4. RFI number including RFIs that were dropped and not submitted.
   5. RFI description.
   6. Date the RFI was submitted.
   7. Date Engineer's response was received.

E. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.

1.6 PROJECT MEETINGS

A. General: meetings and conferences at Project site unless otherwise indicated.
   1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
   2. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three days of the meeting.

B. Preconstruction Conference: Owner and Agency will coordinate a preconstruction conference before starting construction, at a time convenient to Owner, Agency, Engineer and Contractor, after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer, Owner, and Agency of scheduled meeting dates.

2. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

3. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.

4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings:

1. Monthly meetings are required by contract. These meetings need to be attended by the general contractor, sub-contractors who have work ongoing or soon to start, the Project Engineer, Consultant Engineers as may be required, Agency representative(s) and Owner representative(s). The Project Engineer is responsible for conducting and producing minutes for these meetings. The standard DPW meeting agenda will be used.

E. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor’s construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

   a. Schedule Updating: Revise Contractor’s construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

END OF SECTION 013100
SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:
   1. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
   2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.

B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer and additional time for handling and reviewing submittals required by those corrections.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other
   submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the
   Work so processing will not be delayed because of need to review submittals
   concurrently for coordination.

   a. Engineer reserves the right to withhold action on a submittal requiring
   coordination with other submittals until related submittals are received.

B. Processing Time: Allow time for submittal review, including time for resubmittals, as
   follows. Time for review shall commence on Engineer's receipt of submittal. No
   extension of the Contract Time will be authorized because of failure to transmit
   submittals enough in advance of the Work to permit processing, including resubmittals.

   1. Initial Review: Allow 14 days for initial review of each submittal. Allow additional
      time if coordination with subsequent submittals is required. Engineer will advise
      Contractor when a submittal being processed must be delayed for coordination.

   2. Intermediate Review: If intermediate submittal is necessary, process it in same
      manner as initial submittal.

   3. Resubmittal Review: Allow 7 days for review of each resubmittal.

C. Electronic Submittals: Identify and incorporate information in each electronic submittal
   file as follows:

   1. Assemble complete submittal package into a single indexed file incorporating
      submittal requirements of a single Specification Section and transmittal form with
      links enabling navigation to each item.

   2. Name file with submittal number or other unique identifier, including revision
      identifier.

      a. File name shall use project identifier and Specification Section number
         followed by a decimal point and then a sequential number (e.g.
         061000.01). Resubmittals shall include an alphabetic suffix after another
         decimal point (e.g. 061 000.01.A).

   3. Provide means for insertion to permanently record Contractor's review and
      approval markings and action taken by Engineer.

D. Options: Identify options requiring selection by Engineer.

E. Deviations: Identify deviations from the Contract Documents on submittals.

F. Resubmittals: Make resubmittals in same form and number of copies as initial
   submittal.

   1. Note date and content of previous submittal.

   2. Note date and content of revision in label or title block and clearly indicate extent
      of revision.

   3. Resubmit submittals until they are marked with approval notation from Engineer's
      action stamp.
G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

H. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

PART 2- PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements:
   1. Submit electronic submittals via email as PDF electronic files.
      a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
   1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
   2. Mark each copy of each submittal to show which products and options are applicable.
   3. Include the following information, as applicable:
      a. Manufacturer's catalog cuts.
      b. Manufacturer's product specifications.
      c. Standard color charts.
      d. Statement of compliance with specified referenced standards.
      e. Testing by recognized testing agency.
      f. Application of testing agency labels and seals.
      g. Notation of coordination requirements.
      h. Availability and delivery time information.
   4. For equipment, include the following in addition to the above, as applicable:
      a. Wiring diagrams showing factory-installed wiring.
      b. Printed performance curves.
      c. Operational range diagrams.
      d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:
a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Identification of products.
   b. Schedules.
   c. Compliance with specified standards.
   d. Notation of coordination requirements.
   e. Notation of dimensions established by field measurement.
   f. Relationship and attachment to adjoining construction clearly indicated.
   g. Seal and signature of professional engineer if specified.

2. Submit Shop Drawings in the following format:
   a. PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source:
   d. Number and title of applicable Specification Section.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.

4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
5. Samples for Initial Selection: Submit manufacturer’s color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Submit product schedule in the following format:
   a. PDF electronic file.

F. Coordination Drawings Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."

G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures.

H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."

I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."

J. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of engineers and owners, and other information specified.

L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

M. Installer Certificates: Submit written statements on manufacturer’s letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
N. Manufacturer Certificates: Submit written statements on manufacturer’s letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

O. Product Certificates: Submit written statements on manufacturer’s letterhead certifying that product complies with requirements in the Contract Documents.

P. Material Certificates: Submit written statements on manufacturer’s letterhead certifying that material complies with requirements in the Contract Documents.

Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency’s standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

R. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

T. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."

U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency’s standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency’s standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

W. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3- EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate whether or not the submittal is acceptable or requires resubmittal.
C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300
SECTION 014000 -QUALITY REQUIREMENTS

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

   1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.

   2. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

   3. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.

C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Engineer for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.
1.5 INFORMATIONAL SUBMITTALS

A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Engineer.
2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Engineer.

B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.6 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. ITD Powell Maintenance Buiding Repairs and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
5. Other required items indicated in individual Specification Sections.
C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329 and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:
   a. Provide test specimens representative of proposed products and construction.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
   d. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to DPW Field Representative, Engineer, and Owner with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Engineer.
2. Notify Engineer seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Engineer's approval of mockups before starting work, fabrication, or construction.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Retain subparagraph below as the default requirement and add specific requirements in individual Specification Sections.
7. Demolish and remove mockups when directed unless otherwise indicated.

K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

1.8 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.

2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with DPW Field Representative, Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify DPW Field Representative, Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.

3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.9 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections for the following, unless noted otherwise:

1. Reinforcing Steel and Placement
2. Mortar Mixing, Placement and cure
3. Concrete Grout Placement and Curing
4. Epoxy Anchors
5. CMU Infill

B. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to DPW Field Representative and Engineer with copy to Contractor and to authorities having jurisdiction.

4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.

5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.

6. Retesting and reinspecting corrected work.

PART 2- PRODUCTS (Not Used)

PART 3- EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Engineer.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for the DPW Field Representative and Engineer's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000
SECTION 015000- TEMPORARY FACILITIES AND CONTROLS

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Engineer, testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.
1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Engineerural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2- PRODUCTS

2.1 MATERIALS

A. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails. Provide galvanized-steel bases for supporting posts.

1. Provide around construction and staging areas. Contractor to maintain throughout the duration of construction activities.

2.2 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
PART 3 – EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 011000 “Summary.”

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

D. Electric Power Service: Connect to Owner’s existing electric power service. Maintain equipment in a condition acceptable to Owner.

E. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

A. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements
2. Maintain access for fire-fighting equipment and access to fire hydrants.

B. Parking: Use designated areas of Agency’s existing parking areas for construction personnel.
C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

D. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
   1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Site Enclosure Fence: Before construction operations begin furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
   1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.

D. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.

E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.
   1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000
SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:
   1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.3 DEFINITIONS

A. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.


1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. Refer to other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."
PART 2- PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Engineer will make selection.


B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Engineer's sample", provide a product that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Engineer from manufacturer's full range" or similar phrase, select a product that
complies with requirements. Engineer will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

E. Conditions for Consideration: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of engineers and owners, if requested.
5. Samples, if requested.

PART 3- EXECUTION (Not Used)

END OF SECTION 016000
SECTION 017300 – EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

   1. Installation of the Work.
   2. Cutting and patching.
   3. Progress cleaning.
   4. Starting and adjusting.
   5. Protection of installed construction.

B. Related Requirements:

   1. Section 011000 "Summary" for limits on use of Project site.
   2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

   1. Structural Elements: Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
   2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
   3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2- PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Engineer for the visual and functional performance of in-place materials.

PART 3- EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.

2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Engineer according to requirements in Section 013100 "Project Management and Coordination."

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb and make horizontal work level.
   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
   3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.

2. Allow for building movement, including thermal expansion and contraction.

3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.

5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.
3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
   2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
   1. Remove liquid spills promptly.
   2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
3.6 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer’s Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements"

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer’s written instructions for temperature and relative humidity.

END OF SECTION 017300
SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Substantial Completion procedures.
   2. Final completion procedures.
   3. Warranties.
   4. Final cleaning.
   5. Repair of the Work.

B. Related Requirements:
   1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
   2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
   3. Section 017701 "Conditions Precedent to Final Payment" for DPW's closeout checklist requirements.

1.3 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.
1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Agency. Label with manufacturer's name and model number where applicable.

5. Retain "Schedule of Maintenance Material Items" Subparagraph below when documentation of maintenance material item submittal is required for Project.

   a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Engineer's signature for receipt of submittals.


7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.

2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
6. Advise Owner of changeover in heat and other utilities.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Contractor's Checklist in order to be considered Substantially Complete:
1. Obtain Certificate of Occupancy from DBS indicating compliance with all required inspections.
2. Provide complete operation and maintenance manuals (previously submitted to Engineer and Engineer(s) for review and approval).
3. Provide comprehensive operation and maintenance training to Owner.
4. Provide complete and updated record drawings (previously submitted to Engineer and Engineer(s) for review and approval).
5. Refer elsewhere in the Contract Documents for additional information.

E. Design Professional's Checklist for Substantial Completion:
1. Conduct inspection to confirm the Work is substantially complete.
2. Determine a reasonable cost for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or potential claims.
3. Establish a reasonable number of days to achieve final completion (30 days typical).
4. Obtain a final report documenting required special inspections and correction of any discrepancies noted in the inspections.

F. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.
1.7 FINAL COMPLETION PROCEDURES

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
5. Refer to Section 017701 "Conditions Precedent to Final Payment" for 'Contractor's Responsibilities' and 'Design Professional's Responsibilities'.

B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order.
2. Organize items applying to each space by major element.
3. Submit list of incomplete items to Engineer, Agency, and Owner.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Provide a schedule of all components and their respective warranty duration(s) to include in operation and maintenance manuals.

B. Provide copies of each warranty to include in operation and maintenance manuals.
PART 2- PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3- EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Remove tools, construction equipment, machinery, and surplus material from Project site.
   d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
   f. Sweep concrete floors broom clean in unoccupied spaces.
   g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
   h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-
obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

i. Remove labels that are not permanent.

j. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

k. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

l. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.

2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

   a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700
Conditions Precedent to Final Payment

Date: _________________________

ITD Project No. D182490
ITD Powell Maintenance Building Repairs: ITD Powell Maintenance Building Repair
Location: ITD Powell Site in Idaho County; on US-12, MP 162.81

Send to:                   Copy to:
Owner                     Design Professional
Idaho Transportation Department  Keltic Engineering, Inc
600 W. Prairie Ave.        315 Adams Lane
Coeur d'Alene ID 83815     Lewiston, ID 83501

Contractor's Responsibilities:

Per Paragraph 7:13 of the Fixed Price Contract: As a condition precedent to final payment, the Contractor must furnish the owner, in the form and manner required by Owner, and with a copy to the Design Professional, the following:

- Contractor's Final Request for Payment Form is attached;
- Release of Claims form is attached (DPW's form, Exhibit H);
- Contractor's Affidavit of Payment of Debts and Claims Form is attached (AIA G706);
- Consent of Surety to Final Payment is attached (AIA G707);
- Confirmation of all required training, product warranties, operating manuals, instruction manuals and other record documents, drawings and items customarily required of the Contractor is attached;
- Public Works Contract Tax Release from the Idaho Tax Commission is attached.
- Division of Building Safety Letter of Completion.

Contractor's Signature    Date

Design Professional's Approval for Payment:

- All Warranties, Guarantees, etc. have been received, approved and are attached.
- As-Built Drawings have been received, reviewed and approved.
- Record Drawings have been completed. All of the required copies of the Record Documents and electronic media are attached.

To the best of my knowledge, information, and belief, and on the basis of my observations and inspections, I certify the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the required documentation required by Paragraph 7.13 of the fixed priced contract has been received. The entire balance, as shown on the attached Final Request for Payment, is due and payable.

Design Professional's Signature       Date
SECTION 017823- OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation and maintenance documentation directory.
   2. Product maintenance manuals.

1.3 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
   1. Engineer will comment on whether content of operations and maintenance submittals are acceptable.
   2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:
   1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Engineer.
      a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
      b. Enable inserted reviewer comments on draft submittals
   2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Engineer will return two copies.
C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Engineer will return copy with comments.

1. Correct or revise each manual to comply with Engineer's comments. Submit copies of each corrected manual within 15 days of receipt of Engineer's comments and prior to commencing demonstration and training.

PART 2- PRODUCTS

2.1 REQUIREMENTS FOR OPERATION, AND MAINTENANCE MANUALS

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information.

B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.

C. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Construction Manager.
7. Name and contact information for Engineer.
8. Name and contact information for Commissioning Authority.
9. Names and contact information for major consultants to the Engineer that designed the systems contained in the manuals.
10. Cross-reference to related systems in other operation and maintenance manuals.

D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
F. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.

2. File Names and Bookmarks: Enable bookmarks of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

G. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

   a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.

4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts

   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections:
B. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

C. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name,
address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3- EXECUTION

3.1 MANUAL PREPARATION

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control
sequence and flow diagrams. Coordinate these drawing with information contained in record Drawing to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.

F. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823
SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:
   1. Record Drawings.
   2. Record Specifications.

B. Related Requirements:
   1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Submit one set of marked-up record prints.

B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.

   1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

      a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Record data as soon as possible after obtaining it.
c. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

4. Note related Change Orders and record Drawings where applicable.

B. Format: Submit record Specifications as paper copy.

PART 3- EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Engineer's reference during normal working hours.

END OF SECTION 017839
SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Demolition and removal of selected portions of building or structure.
   2. Demolition and removal of selected site elements.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.
C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project Site.

1.5 FIELD CONDITIONS

A. Owner will occupy other buildings immediately adjacent to this building. Conduct selective demolition so Owner’s operations will not be disrupted.
B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
C. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
D. Hazardous Materials:

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2- PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3- EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.

D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
   1. Comply with requirements for existing services/systems interruptions specified in Section 011000 "Summary."

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
   1. Agency will arrange to shut off indicated services/systems when requested by Contractor.
   2. Arrange to shut off indicated utilities with utility companies.
   3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
   1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls."

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.

4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

5. Dispose of demolished items and materials promptly.

B. Removed and Salvaged Items:

1. Clean salvaged items.

2. Pack or crate items after cleaning. Identify contents of containers.

3. Store items in a secure area until delivery to Owner.

4. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.

2. Pack or crate items after cleaning and repairing. Identify contents of containers.

3. Protect items from damage during transport and storage.

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner’s property, remove demolished materials from Project site and legally dispose.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.
C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119