

**Project Manual For:**  
**Idaho Transportation Department**  
**District #2**

**ITD Powell Wells**

**FM22403**

Milepost 162.5

Highway 12

Powell Station, Idaho 83539

Idaho County

**Wednesday, August 9, 2023**

MSA Project Number: 2225



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**Advertisement for Bid**

IN ACCORDANCE WITH IDAHO STATUTE SECTION 67-5711C, THE IDAHO TRANSPORTATION DEPARTMENT (ITD) WILL ACCEPT SEALED BIDS FOR **PROJECT FM 22403**, TITLED **ITD POWELL STATION - WELLS**, TO CONSTRUCT ONE (1) POTABLE PRODUCTION WATER WELL (BASE BID), AND PROVIDE PRICING FOR ANOTHER WELL LOCATED ON THE SITE. THE PROJECT IS LOCATED AT MILE POST 162.5 HIGHWAY 12 POWELL STATION, IDAHO 83539 IN IDAHO COUNTY NEAR LOLO PASS.

BID PACKETS WILL BE ACCEPTED AT THE IDAHO TRANSPORTATION DEPARTMENT BUILDING 8 OFFICE AT 11331 W. CHINDEN BLVD. BLDG. 8 BOISE, IDAHO 83707, **BEFORE 2:29:59 P.M. (MOUNTAIN TIME)** ON **WEDNESDAY, AUGUST 23<sup>RD</sup>, 2023** ACCORDING TO THE

BID PACKAGE SCHEDULE DEADLINE. THE INVITATION TO BID PACKAGE CAN BE FOUND AT THE FOLLOWING ADDRESS:

[HTTP://ITD.IDAHO.GOV](http://ITD.IDAHO.GOV) FACILITY BIDS TAB. THERE WILL BE A PUBLIC BID OPENING AT THE IDAHO TRANSPORTATION DEPARTMENT DISTRICT BUILDING 8 OFFICE AT 11331 W. CHINDEN BLVD. BLDG. 8 BOISE, IDAHO 83707 AT

**2:30:00 P.M. (MOUNTAIN TIME)** ON **WEDNESDAY AUGUST 23<sup>RD</sup>, 2023.**

A VIRTUAL PRE-BID MEETING WILL BE HELD ON **TUESDAY, AUGUST 15<sup>TH</sup>, 2023 AT 3:00PM (MOUNTAIN TIME)**. ATTENDANCE BY BIDDERS IS STRONGLY RECOMMENDED. FAILURE TO ACCOUNT FOR ALL SUBJECTS OBSERVED AND DISCUSSED AT THE PRE-BID MEETING WILL NOT BE CAUSE FOR A CHANGE ORDER. OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR TO WAIVE INFORMALITIES.

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.

**SUBMIT ALL QUESTIONS TO:**

MICHEAL WALKER,  
PRINCIPAL ARCHITECT  
MILLER STAUFFER ARCHITECTS  
601 E. FRONT AVE. STE 201  
COEUR D'ALENE, IDAHO 83814  
(208) 664-1773

[MIKE@MILLERSTAUFFER.COM](mailto:MIKE@MILLERSTAUFFER.COM)

ALL QUESTIONS MUST BE SUBMITTED BY **AUGUST 17<sup>TH</sup>, 2023 BY 4:00PM (MOUNTAIN TIME)**

**END OF**

**Advertisement for Bid**



**SECTION 00 21 13  
INSTRUCTIONS TO BIDDERS**

**PART 1. GENERAL PROVISIONS**

1.1 DEFINITIONS

- A. 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.

1.2 HEADINGS

- A. Headings used in these Instructions are for convenience only.

1.3 REJECTION OF BIDS, WAIVER OF INFORMALITIES OR CANCELLATION

- A. Prior to the effective date of a contract, Idaho Transportation Department shall have the right to accept or reject all bids, to waive any minor deviations/informalities or to cancel the bid.

1.4 ORAL INFORMATION

- A. Questions concerning a bid must be directed in **writing or electronic mail** to **Micheal Walker of Miller Stauffer Architects 601 E. Front Ave. Ste 201 Coeur d’Alene, Idaho 83814 Email: [mike@millerstauffer.com](mailto:mike@millerstauffer.com)**. Questions must be received by **Thursday August 17<sup>th</sup>, 2023 at 4:00PM (Mountain Time)** 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 or emailed 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 uniformed bidders.

1.5 PUBLIC RECORDS

- A. 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.

1.6 FORM OF AGREEMENT

- A. Unless otherwise specified in the bid documents, the agreement between the successful bidder and the Owner (“State of Idaho – Idaho Transportation Department”) shall be the Idaho Transportation Department Fixed Price Construction Contract Between Owner and Contractor.

1.7 PRE-BID CONFERENCE

- A. A virtual pre-bid conference will be provided on **Tuesday, August 15<sup>th</sup>, 2023 at 3:00 PM (Mountain Time)** for questions and answers. The following is the information needed to access the virtual pre-bid conference using Microsoft Teams:

1. Meeting ID: 210 483 658 168
2. Meeting Password: EmhXVy
3. Meeting Hyperlink: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MzJjNjE5NTQtZTAxOC00Yjc1LThhNjMtMDc4NGMxMDhkZjEw%40thead.v2/0?context=%7b%22Tid%22%3a%2203c34a80-dcc5-4632-82df-0729a411255b%22%2c%22Oid%22%3a%228b04535c-05fb-43c6-bfbd-39f394014ab0%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzJjNjE5NTQtZTAxOC00Yjc1LThhNjMtMDc4NGMxMDhkZjEw%40thead.v2/0?context=%7b%22Tid%22%3a%2203c34a80-dcc5-4632-82df-0729a411255b%22%2c%22Oid%22%3a%228b04535c-05fb-43c6-bfbd-39f394014ab0%22%7d)

## 1.8 SITE ACCESS

- A. The site is open to the public for viewing and site inspection. Please notify Micheal Walker, Principal Architect at Miller Stauffer Architects before accessing the site so notification can given to owner of your visit. Contact Micheal Walker at [mike@millerstauffer.com](mailto:mike@millerstauffer.com) or Ph (208) 301-0329.

## 1.9 PERFORMANCE AND PAYMENT BONDS

- A. 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 with ten (10) calendar days following receipt of a Notice of Intent to Award.

## PART 2. BID SUBMISSION PROCESS

### 2.1 BID DOCUMENTS

- A. The bid documents are available at the following address: [HTTP://itd.idaho.gov](http://itd.idaho.gov) "FACILITY BIDS" tab. The responsibility is on the bidder to use a complete set of bid documents to prepare its bid and neither the Owner nor the Architect and or Owner 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.
- B. Electronic Transmission of Bid Documents is not allowed. Electronic bid documents will be rejected and will be considered non-responsive.
- C. 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.

### 2.2 ADDENDA

- A. 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 past **August 21<sup>st</sup> 2023 at 4:00pm (Mountain Time)** unless modified otherwise via an addendum or extension of Bid Date.

## 2.3 REVIEW

- A. 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 Marc Nelson of Miller Stauffer Architects.

## 2.4 PRODUCTS SPECIFIED AND PROPOSED SUBSTITUTIONS

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

## 2.5 BID FORM

- A. Bids must be submitted on the bid proposal forms, or copies of forms, furnished by Idaho Transportation Department or Miller Stauffer Architects. Bids submitted must contain all original signatures in ink on the following forms"
  1. Bid Proposal Form
  2. Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace
  3. Bidder's Acknowledge Statement
  4. Bid Bond (Bid Security)
- B. 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.

## 2.6 BID PRICES

- A. 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.

## 2.7 TIME FOR SUBMISSION

- A. Bids must be submitted on or before the time specified in the advertisement for bids. Any bid submitted late will be rejected.

## 2.8 SEALED ENVELOPE

- A. 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.

## 2.9 MAILED BIDS

- A. 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:
1. Address for Couriers / Physical Address  
ATTN: ATTN: Travis Frei, FM22403 ID Facility Management, 11331 W. Chinden Blvd. Building 8, Boise, Idaho 83707.
  2. Mailing Address  
USPS: Idaho Transportation Department, ATTN: Travis Frei, FM22403 ID Facility Management, 11331 W. Chinden Blvd. Building 8, Boise, Idaho 83707.  
  
FEDEX/UPS/DHL: Idaho Transportation Department, ATTN: Travis Frei, FM22403 ID Facility Management, 11331 W. Chinden Blvd. Building 8, Boise, Idaho 83707.
- B. 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.**

## 2.10 BID CLOSING DECLARDED

- A. 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.

## 2.11 DRUG-FREE WORKPLACE

- A. 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.

## 2.12 ILLEGAL ALIENS

- A. 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.

## 2.13 LEGAL RESIDENCY REQUIREMENT

- A. 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.

#### 2.14 BIDDER'S ACKNOWLEDGEMENT STATEMENT

- A. The attached Bidder's Acknowledgement Statement must be completed and included, or the bid may be found non-responsive.
  - 1. **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.

#### 2.15 PREVAILING WAGE RATE

- A. Prevailing wage rates are not required for this project. There are no federal funds used for this project.

#### 2.16 IDAHO LABOR REQUIREMENTS

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

#### 2.17 IDAHO PREFERENCE LAW

- A. Section 67-2348, Idaho Code, requires Idaho Transportation Department 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, Idaho Transportation Department must apply the preference law (percentage amount) of that domiciliary state to that Contractor's bid.

#### 2.18 NAMING OF SUBCONTRACTORS

- A. Section 67-2310, Idaho Code, requires general (prime) Contractors to include in their bid the name of the subcontractors who shall, in the event the Contractor secures the Contract, subcontract the plumbing, HVAC, and electrical work under the general (prime) Contract. Failure to name subcontractors as required by this section shall render any bid submitted by a general (prime) Contractor nonresponsive and void. Subcontractors named in accordance with the provisions of this section must possess an appropriate license or certificate of competency issued by the State of Idaho covering the Contractor work classification in which the subcontractor is named.
- B. The Idaho Transportation Department interprets Section 67-2310, Idaho Code, to mean three (3) separate areas of work: plumbing work, HVAC, and electrical work. Idaho Transportation Department also requires that the general (prime) Contractor name the entity that will perform the Work, including if the entity is a subcontractor, a sub-subcontractor or the general (prime) Contractor submitting the bid. Failure to complete the Bid Proposal in full shall render a bid nonresponsive and void. If there is no HVAC, plumbing work, or electrical work enter N/A in the appropriate lines.

- C. With regard to possessing an appropriate license or certificate of competency, all subcontractors listed by the general (prime) Contractor must have at the time of the bid opening a current license in the appropriate category (class, type and specialty category) as issued by the Public Works Contractors State License Board. In addition, plumbing, HVAC and electrical subcontractors shall have at the time of the bid opening a valid plumbing contractor's license, HVAC contractor's license or electrical contractor's license, respectively, as issued by the Idaho Division of Building Safety.
- D. In determining if the above listed subcontractors are required on the Project, Idaho Transportation Department will refer to the plans and specifications. If doubt exists prior to bid closing, potential bidders should contact the Idaho Transportation Department and Miller Stauffer Architects who prepared the plans and specifications will be requested to make the determination. If plumbing, HVAC or electrical work are not shown on the plans and specifications but are discovered by the bidder prior to the date of bid opening, then the bidder must request clarification from Miller Stauffer Architects. Absent such clarification, Work will be considered incidental and naming of a subcontractor will not be required.

### **PART 3. BID SECURITY**

#### **3.1 AMOUNT AND FORM OF SECURITY**

- A. 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.

#### **3.2 FORFEITURE**

- A. 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.

#### **3.3 RETENTION OF SECURITY**

- A. 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.

### **PART 4. BID WITHDRAWAL**

#### **4.1 PRIOR TO BID CLOSING**

- A. 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.

### **PART 5. BID MODIFICATION**

- 5.1 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 IDAHO TRANSPORTATION DEPARTMENT PROJECT NUMBER FM22403; POWELL STATION - WELLS." THE DOCUMENT MODIFYING THE BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE SUBMITTING BIDDER. THE DIVISION OF PUBLIC WORKS 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.**

## **PART 6. RELIEF FROM BIDS**

### **6.1 CONDITIONS FOR RELIEF**

- A. 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.

### **6.2 DETERMINATION**

- A. 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.

### **6.3 BIDDER'S REPRESENTATIONS**

#### **A. REPRESENTATIONS UPON SUBMITTING A BID**

1. The person signing the bid is authorized to bind the bidder;
2. It has all required licenses, permits or other authorizations necessary to submit its bid;
3. It has taken steps necessary to ascertain the nature and location of the Work and has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to: (i) conditions bearing upon transportation, disposal, handling and storage of materials; (ii) the availability of labor, water, natural gas, electric power and roads; (iii) uncertainties of weather, river stages or similar physical conditions at the site; (iv) the conformation and conditions of the ground; and (v) the character of equipment and facilities needed preliminary to and during the Work;



4. It has satisfied itself as to character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner as well as from the drawings and specifications provided as part of the bid package, and that any failure of the bidder to take such actions will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work;
5. It has received, read and reviewed the Contract, has submitted any questions in writing regarding the same and has received an answer to such questions;
6. Its bid is based upon the requirements of the Contract without exception;
7. It is in compliance with Title 72, Chapter 17, Idaho Code, regarding a drug-free workplace and has included the required affidavit regarding the same;
8. Its bid is in compliance with 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.

## **PART 7. BID AWARD**

### **7.1 AWARD METHOD**

- A. Idaho Transportation Department 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.

### **7.2 DETERMINATION OF RESPONSIBILITY**

- A. Idaho Transportation Department 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.

### **7.3 NOTICE OF EFFECTIVENESS**

- A. 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 Owner 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 Idaho Transportation Department official and the arrival of the Notice to Proceed.

### **7.4 INCURRING COSTS**

- A. The Owner is not liable for any cost incurred by bidders prior to the Notice to Proceed.



## 7.5 PRIOR ACCEPTANCE OF DEFECTIVE BIDS OR PROPOSALS

- A. Idaho Transportation Department generally will not completely review or analyze bids that appear to fail to comply with the requirements of the bid documents, nor will Idaho Transportation Department 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 Idaho Transportation Department that an unsuccessful bid was responsive, complete, sufficient or lawful in any respect.

## 7.6 POST-AWARD SUBMITTALS

- A. 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 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).

## 7.7 OWNER'S RIGHT TO REJECT

- A. Prior to execution of the Contract, Idaho Transportation Department or Miller Stauffer Architects 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.

## **PART 8. BUILDING PERMIT**

### 8.1 BUILDING PERMIT FEE

- A. Building permit fees are to be included in the project bid cost. The contractor is responsible for all permits. The only Permitting Jurisdiction for this project is: The State of Idaho Department of Water Resources. It will be the responsibility of the contractor to submit and obtain all appropriate permits related to potable production water well construction. Notice to Proceed will not be given until proof of permits has been submitted and approved by owner.

## **PART 9. THIRD PARTY SPECIAL INSPECTIONS**

### 9.1 SPECIAL INSPECTION COSTS

- A. There is no special inspections on this project scope, but the contractor is required to provide all tests required by other their scope of work.

## **PART 10. PROPERTY INSURANCE**

### 10.1 "ALL RISK" BUILDERS INSURANCE

- A. The contractor is required to provide a 100% "All Risk" builders insurance in the value of the proposed scope of work. The cost shall be included in the bid. There is no engineers estimate for the cost of the scope of work. Contractor is responsible for determine the cost of the insurance policy based upon their bid value.

**END OF  
INSTRUCTIONS TO BIDDERS**

**SECTION 00 41 13  
BID FORM – STIPULATED SUM  
(SINGLE PRIME CONTRACT)**

**BID PROPOSAL**

TO: STATE OF IDAHO  
IDAHO TRANSPORTATION DEPARTMENT

Bidders:

The bidder, in compliance with your Instruction for Bids for the Construction of **ITD POWELL STATION - WELLS FM #22403**, 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" from the Owner and to substantially complete the Project on or before May 31<sup>st</sup>, 2024, as stipulated in the specifications. Bidder further agrees to pay as liquated 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.

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

**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 in both words and figures. In case of discrepancy, the amount shown in words will govern)*

**ALTERNATE #1 SCOPE PROPOSAL:**

Bidder agrees to perform all the Alternate #1 proposal Work scope described in the specifications and shown on the plans for the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
*(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words will govern)*

**UNIT PRICES:**

Bidder agrees to provide a unit price for additional length of well, implemented once well has reach well depth:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

Owner reserves the right to select base alone or any combination of base bid, alternates, and unit prices if applicable. The owner also reserves the right to reject all bids and rebid at a later date. Upon rejection of all bids all bid securities will be sent back to bidder.

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 the 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" in 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:

*(If the listed trade is not needed for completion of the project enter "NOT APPLICABLE" in the respected spaces)*

**Plumbing (PWCL Category 15400)**

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

Prime Contractor (Bidder): \_\_\_\_\_ Sub-Contractor: \_\_\_\_\_

Idaho Public Works Contractors License No. \_\_\_\_\_

Idaho Plumbing Contractors License No. \_\_\_\_\_

**Heating, Ventilating & Air Conditioning (PWCL Category 15700-HVAC)**

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

Prime Contractor (Bidder): \_\_\_\_\_ Sub-Contractor: \_\_\_\_\_

Idaho Public Works Contractors License No. \_\_\_\_\_

Idaho HVAC Contractors License No. \_\_\_\_\_

**Electrical (PWCL Category 16000)**

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

Prime Contractor (Bidder): \_\_\_\_\_ Sub-Contractor: \_\_\_\_\_

Idaho Public Works Contractors License No. \_\_\_\_\_

Idaho Electrical Contractors License No. \_\_\_\_\_

*(Failure to name a properly licensed subcontractor in each of the above categories or "NOT APPLICABLE" will render the bid unresponsive and void)*

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

*Note: Bidder to put "Not Applicable" in the name and address if sub-contractor is not needed to complete the proposed scope of work.*

Bidder warrants that bid has been prepared and that any contract resulting from the 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 it possesses an Idaho Public Works Contractor's License No. \_\_\_\_\_, Exp. Date: \_\_\_\_\_ and it is domiciled in the State of \_\_\_\_\_.

The undersigned notifies that it is of this date duly licensed as an Idaho Contractor and further it possesses a State of Idaho General Contractors License No. \_\_\_\_\_, Exp Date: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
(date) (month) (year)

Respectfully submitted by:

\_\_\_\_\_  
(Contractor's Name – Typed)

Seal  
(Seal – if bid is by a corporation)

\_\_\_\_\_  
(Street or P.O. Box Address)

\_\_\_\_\_  
(City, State and zip code)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(Email Address)

*Have you remembered to include bid security (bid bond or certified or cashier's check), Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace and a signed copy of the Bidder's Acknowledgement Statement with your bid?*

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Pursuant to Section 72-1717, Idaho Code, I, the undersigned, being duly sworn, dispose 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.**

## BIDDER'S ACKNOWLEDGEMENT STATEMENT

**NOTE: THE INFORMATION CONTAINED HEREIN IS A SUMMARY OF VITAL CONTRACT PROVISIONS AND DOES NOT CHANGE THE CONTRACT DOCUMENTS THAT WILL GOVERN THIS PROJECT.**

Idaho Transportation Department, Project No. **FM22403, ITD POWELL STATION - WELLS**

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 of America.
- 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 (Miller Stauffer Architects).
- 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.
  - 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
  - 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:
  - 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.



- Any Change Order fully executed 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 Acknowledgement 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: \_\_\_\_\_

**END OF  
BID FORM**

SECTION 00 52 13  
AGREEMENT FORM – STIPULATED SUM  
(DESIGN/BID/BUILD)

IDAHO TRANSPORTATION DEPARTMENT  
FIXED PRICE CONSTRUCTION CONTRACT  
BETWEEN OWNER AND CONTRACTOR

**ITD POWELL STATION - WELLS**  
**FM22403**  
**MILE POST 162.5**  
**HIGHWAY 12**  
**POWELL STATION, IDAHO 83539**  
  
**IDAHO COUNTY**

DATE: TBD

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## **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, Idaho Transportation Department ("ITD" or the "Owner") and **insert name of contractor** (the "Contractor") and is for the construction of the ITD Powell Station - Wells (the "Project") identified as ITD Project No. FM22403, as more fully described in Exhibit A, and incorporated herein by reference. This Contract shall be effective on \_\_\_\_\_ (day) of \_\_\_\_\_ (month), 2023(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**

**SECTION 1.01** 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 Architect 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.

**SECTION 1.02** 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:

**SECTION 2.01** 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.

**SECTION 2.02** 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.

**SECTION 2.03** 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.

**SECTION 2.04** The Contractor warrants that the Contract Time is a reasonable period for performing the Work.

**SECTION 2.05** The Contractor warrants to the Owner and Architect 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:

**SECTION 3.01** 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.

**SECTION 3.02** 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.

**SECTION 3.03** 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 Architect 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 Architect shall be deemed to include authorized representatives.

**SECTION 3.04** 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.

**SECTION 3.05** The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase "without limitation."

**SECTION 3.06** 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.

**SECTION 3.07** 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 Architect of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.

**SECTION 3.08** The express or implied approval by the Owner or the Architect 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 Architect 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.

**SECTION 3.09** In the event of any conflict among any of the documents which make up this Contract, the Architect 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 Architect, the most stringent requirement in the Contract Documents will apply.

#### **ARTICLE 4. OWNERSHIP OF DOCUMENTS**

**SECTION 4.01** Unless otherwise agreed by the Architect 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.

**SECTION 4.02** 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 Architect and the Architect'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.

**SECTION 4.03** 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:

**SECTION 5.01** Construction of the Project.

**SECTION 5.02** The furnishing of any required surety bonds and insurance.

**SECTION 5.03** 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.

**SECTION 5.04** 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 Architect as a condition precedent to final payment to the Contractor.

## **ARTICLE 6. TIME FOR CONTRACTOR'S PERFORMANCE**

**SECTION 6.01** 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."

**SECTION 6.02** 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.

**SECTION 6.03** The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the Architect, or if there is no Architect, 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.

**SECTION 6.04** 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.

**SECTION 6.05** 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**

**SECTION 7.01** 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.



**SECTION 7.02** Prior to approval of the contract, the Contractor shall prepare and present to the Owner and the Architect 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 its 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 Architect.

**SECTION 7.03** 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 made in the Owner's web-based construction management software and shall include whatever supporting information as may be required by the Architect, 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.

**SECTION 7.04** Thereafter, the Architect 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 Architect shall approve in writing the amount which, in the opinion of the Architect, is properly owing to the Contractor and such approval is required before the Owner shall have any payment obligation. The Architect 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.



**SECTION 7.05** The Owner shall make payment to the Contractor no more than twenty-one (21) days following receipt by the Owner of the Architect'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 Architect 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 Architect'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.

**SECTION 7.06** 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 Architect 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 Architect, 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.

**SECTION 7.07** 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.

**SECTION 7.08** 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.

**SECTION 7.09** 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 Architect, 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.

**SECTION 7.10** 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 Architect 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.

**SECTION 7.11** When Contractor considers Substantial Completion has been achieved, the Contractor shall notify the Owner and the Architect in writing and shall furnish to the Architect a listing of those matters yet to be finished. The Architect 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 Architect 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 Architect for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or potential claims. If the Architect 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 Architect.

**SECTION 7.12** When Contractor considers the Project is at final completion, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will perform a final inspection of the Project. If the Architect 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 Architect 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.

**SECTION 7.13** If the Contractor fails to achieve final completion within a reasonable number of days as established by the Architect 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.

**SECTION 7.14** 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 Architect 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
- (6) A Public Works Contract Tax Release issued by the Idaho Tax Commission (See "Request for Tax Release" form, Exhibit G, to be submitted by Contractor to the Idaho Tax Commission).

**SECTION 7.15** 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 Architect'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**

**SECTION 8.01** The Administrator of ITD or his designee shall be the sole representative of the State of Idaho. The Architect shall have authority to bind Owner only as specifically set forth in this Contract.

**SECTION 8.02** 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.

**SECTION 8.03** 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.

**SECTION 8.04** 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.

**SECTION 8.05** 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 Architect.

## **ARTICLE 9. STOP WORK ORDER**

**SECTION 9.01** 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.

**SECTION 9.02** 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:

**SECTION 10.01** 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 Architect and Owner, the Contractor shall be responsible for such Work and shall pay the cost of correcting same.

**SECTION 10.02** 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 Architect, 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 Architect and may constitute a claim pursuant to Article 13 hereof where appropriate.

**SECTION 10.03** The Contractor shall ensure that all Work shall strictly conform to the requirements of this Contract.

**SECTION 10.04** 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.



**SECTION 10.05** 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.

**SECTION 10.06** 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.

**SECTION 10.07** 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.

**SECTION 10.08** 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.

**SECTION 10.09** 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 Architect and Owner, and neither shall be changed except with the consent of the Architect 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 Architect 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.

**SECTION 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.

**SECTION 10.11** The Contractor shall provide to the Owner and the Architect 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 Architect. The schedule must be submitted to and accepted by the Architect 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 Architect 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 Architect. 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.

**SECTION 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 Architect 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.

**SECTION 10.13** Once a month, or at intervals as required by the Architect, the Contractor shall advise the Owner and the Architect 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 Architect 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.

**SECTION 10.14** If the Work is not progressing through no fault of the Owner or the Architect, as shown on the milestone schedule, as determined by the Architect, and the Owner and the Architect 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.

**SECTION 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 Architect 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 Architect and shall become the property of the Owner.

**SECTION 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 Architect 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 Architect 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 Architect shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract. The Architect 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.

**SECTION 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.

**SECTION 10.18** At all times relevant to this Contract, the Owner and the Architect shall have a right to enter the Project site and the Contractor shall allow the Owner and/or the Architect to review or inspect the work without formality or other procedure.

**SECTION 10.19** The presence or duties of the Architect'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, Architect'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 Architect'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**

**SECTION 11.01** The Contractor shall defend, indemnify and hold harmless the Owner, Architect, 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.

**SECTION 11.02** 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.



**SECTION 11.03** 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 ARCHITECT**

The Architect 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 "Architect" 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 Architect 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 Architect. Unless otherwise directed by the Owner in writing, the Architect will perform those duties and discharge those responsibilities allocated to the Architect in this Contract. The duties, obligations and responsibilities of the Architect shall be for contract administration and include the following:

**SECTION 12.01** Unless otherwise directed by the Owner in writing, the Architect shall not act as the Owner's agent.

**SECTION 12.02** Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other through the Architect.

**SECTION 12.03** When requested by the Owner or Contractor in writing, the Architect 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.

**SECTION 12.04** The Architect shall draft proposed change authorization(s).

**SECTION 12.05** The Architect shall review and verify compliance or respond otherwise as necessary concerning shop drawings or other submittals received from the Contractor.

**SECTION 12.06** The Architect shall be authorized to refuse to accept Work that is defective or otherwise fails to comply with the requirements of this Contract. If the Architect deems it appropriate, the Architect may, with the Owner's consent, require extra inspections or testing of the Work for compliance with the requirements of this Contract.

**SECTION 12.07** The Architect shall review the Contractor's Request for Payment and shall verify in writing those amounts which, in the opinion of the Architect, are properly owing to the Contractor as provided in this Contract.

**SECTION 12.08** The Architect shall, upon written request from the Contractor, perform Substantial Completion and final completion inspections contemplated by Article 6.

**SECTION 12.09** The Architect 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 Architect, with a copy to the Owner, and may be in the form of a supplemental instruction.

**SECTION 12.10** The Architect shall review and evaluate Claims and take other actions related to Claims in accordance with Articles 13 and 14.

**SECTION 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 Architect. The Contractor is not a third-party beneficiary of any Contract by and between the Owner and the Architect. 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 Architect to the Owner.

### **ARTICLE 13. CLAIMS**

**SECTION 13.01** 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.

**SECTION 13.02** 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 Architect and the Claim by the Owner must be provided to the Contractor and to the Architect;
- (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.

**SECTION 13.03** 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.

**SECTION 13.04** 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 Architect and the Owner of the condition and shall not disturb the condition until the Architect and Owner have observed it or have waived in writing the right to observe it.

**SECTION 13.05** 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) .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) .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.

**SECTION 13.06** If the Claim by the Owner is for a change in the Fixed Price Contract Amount, all other applicable provisions to the Claim apply.

**SECTION 13.07** 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;
- (3) 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
- (4) 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.

**SECTION 13.08** 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

**SECTION 14.01** All Claims made in accordance with Article 13 shall be reviewed and evaluated by the Architect. If the Claim is not made in strict accordance with Article 13, it shall be rejected as waived. Any failure by the Architect 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.

**SECTION 14.02** No later than seven (7) days from receipt of the Claim by the Architect, 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 Architect'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 Architect's recommendation.

**SECTION 14.03** If the Architect 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 Architect 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 Architect's possession.

**SECTION 14.04** In evaluating the Claim, the Architect may consult with the Contractor, the Owner or other persons with knowledge or expertise that may assist the Architect in its evaluation.

**SECTION 14.05** No later than fourteen (14) days after receipt by the Owner of the Architect's recommendation regarding the Contractor's Claim, the Owner shall, in writing, notify the Contractor and the Architect of its decision regarding the Claim. No later than fourteen (14) days after receipt by the Contractor of the Architect's recommendation regarding the Owner's Claim, the Contractor shall, in writing, notify the Owner and the Architect of its decision regarding the Claim.

**SECTION 14.06** 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**

**SECTION 15.01** 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 Architect, 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.

**SECTION 15.02** 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**

### **SECTION 16.01** 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.

### **SECTION 16.02** Change Orders

- (1) A “Change Order” is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect, 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.

### **SECTION 16.03** Construction Change Directive (CCD)



- (1) A “Construction Change Directive” is a written order prepared by the Architect and signed by the Owner and Architect 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 Architect’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 Architect, 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 Architect 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 Architect 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 Architect 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 Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change;
  - (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 Architect 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; and
  - (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.

**SECTION 16.04** The Architect 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**

**SECTION 17.01** 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 Architect, such Work shall be uncovered and displayed for the Owner's or Architect's inspection upon request and shall be reworked at no cost in time or money to the Owner.

**SECTION 17.02** 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 Architect, be uncovered and displayed for the Owner's or Architect'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.

**SECTION 17.03** 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 Architect 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.

**SECTION 17.04** 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.

**SECTION 17.05** 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**

**SECTION 18.01** 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.

**SECTION 18.02** 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**

**SECTION 19.01** 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.

**SECTION 19.02** 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.

**SECTION 19.03** 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:

**SECTION 20.01** 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.

**SECTION 20.02** 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 Architect'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.

**SECTION 20.03** 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 Architect specifying the amounts claimed due because of the Termination, together with costs, pricing or other supporting data required by the Owner or the Architect. 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.

**SECTION 20.04** 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**

**SECTION 21.01** 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.

**SECTION 21.02** 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:
      - a) \$100,000 per Accident
      - b) \$500,000 Disease, Policy Limit
      - c) \$100,000 Disease, Each Employee
  - (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;
    - A) 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;
    - B) 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;
    - C) 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

- D) 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;
- A) Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos);
  - B) 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;
  - C) 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:
- A) General Aggregate shall be not less than \$4,000,000; and
  - B) 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.

**SECTION 21.03** The Owner 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:

- (1) "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.' "

**SECTION 21.04** 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.

**SECTION 21.05** 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**

**SECTION 22.01** 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

**SECTION 23.01** 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.

**SECTION 23.02** 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 Architect's expenses required as a result of such insured loss.

**SECTION 23.03** If the property insurance requires deductibles, the Owner shall pay costs of such deductibles.

**SECTION 23.04** 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.

**SECTION 23.05** 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.

**SECTION 23.06** 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 Architect, Architect'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 Architect, Architect'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.

**SECTION 23.07** 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.



**SECTION 23.08** 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.

**SECTION 23.09** 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.

**SECTION 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.

**SECTION 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**

**SECTION 24.01** 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.

**SECTION 24.02** 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.

**SECTION 24.03** 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**

**SECTION 25.01** 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 Architect 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**

**SECTION 26.01** 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.

**SECTION 26.02** 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.

**SECTION 26.03** 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.

**SECTION 26.04** 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).

**SECTION 26.05** 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)

**SECTION 26.06** 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.

**SECTION 26.07** 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.

**SECTION 26.08** 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.

**SECTION 26.09** 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:

**SECTION 27.01** 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.

**SECTION 27.02** 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**



**SECTION 28.01** 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**

**SECTION 29.01** 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**

**SECTION 30.01** 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.

**SECTION 30.02** 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.

**SECTION 30.03** 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.

**SECTION 30.04** 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**

**SECTION 31.01** 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.

**SECTION 31.02** 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: \_\_\_\_\_  
Travis Frei  
Facility Management Contracting Officer

CONTRACTOR

\_\_\_\_\_  
(Contractor's Name- Typed)

SEAL

\_\_\_\_\_  
Date Executed

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

EXHIBIT A

**OWNER'S PROJECT IDENTIFICATION INFORMATION:**

ITD Project No.: FM22403  
Project Title: ITD Powell Station - Wells  
Project Location: Milepost 162.5 Highway 12, Powell Station, Idaho

General Project Description:

To construct and install a precast concrete vault toilet facility.

**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: ( \_\_\_\_\_ ) Dollars \$ \_\_\_\_\_.

Total Fixed Price Contract Amount

( \_\_\_\_\_ ) Dollars \$ \_\_\_\_\_.

Contractor's Requests for Payment are to be submitted for Work accomplished through the last 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 one hundred ninety (180) 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 (\$500.00)

**DRAWINGS AND SPECIFICATIONS**

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

**SPECIAL CONDITIONS**

EXHIBIT B

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

OWNER: State of Idaho  
Idaho Transportation Department  
3293 Jordan St.  
Boise, Idaho 83703

Program Manager:  
  
Tony Pirc  
Facilities Manager  
Idaho Transportation Department (ITD)  
11331 W Chinden Blvd. Bldg. 8  
Boise, Idaho 83707  
Ph: (208) 334-8600  
Email: [tony.pirc@itd.idaho.gov](mailto:tony.pirc@itd.idaho.gov)

Contracting Officer:  
  
Travis Frei  
Facility Management Contracting Officer  
Idaho Transportation Department (ITD)  
11331 W Chinden Blvd. Bldg. 8  
Boise, Idaho 83707  
Ph: (208) 334-8622  
Email: [travis.Fei@itd.idaho.gov](mailto:travis.Fei@itd.idaho.gov)  
May Sign for Owner: YES [            ]            NO [            ]

Field Representative:  
  
Larry Tillinghast  
D2 Facility Manager  
Idaho Transportation Department (ITD)  
200 Frontage Rd.  
Lewiston, Idaho 83501  
Ph: (208) 208-799-5090  
Email: [larry.tillinghast@itd.idaho.gov](mailto:larry.tillinghast@itd.idaho.gov)  
May Sign for Owner: YES [            ]            NO [            ]



**Architect:**

Miller Stauffer Architects  
601 E. Front Ave. Ste 201  
Coeur d'Alene, Idaho 83814

**Architect of Record / Principal:**

Micheal Walker, NCARB  
Principal  
Miller Stauffer Architects  
601 E. Front Ave. Ste 201  
Coeur d'Alene, Idaho 83814  
Ph: (208) 664-1773  
Email: [mike@millerstauffer.com](mailto:mike@millerstauffer.com)

**Project Manager:**

Marc Nelson, NCARB  
Architect  
Miller Stauffer Architects  
601 E. Front Ave. Ste 201  
Coeur d'Alene, Idaho 83814  
Ph: (208) 664-1773  
Email: [mike@millerstauffer.com](mailto:mike@millerstauffer.com)

**May Sign for Architect:**

Field Reports	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	]
Change Order Proposals	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	]
Construction Change Authorization	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	]
Construction Change Order	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	]
Architectural Supplemental Instructions	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	]
Interpretations of the Contract Documents	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	]
Contractor's Request for Payment	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	]
Acceptance of Substantial Completion	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	]
Acceptance of Final Completion	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	]

EXHIBIT C  
**LIST OF DRAWINGS**

A1.1 Site Plan/Project Information

**LIST OF SPECIFICATIONS:**

**DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

SECTION 00 01 01	TITLE PAGE
SECTION 00 01 02	TABLE OF CONTENTS
SECTION 00 03 02	LIST OF DRAWINGS
SECTION 00 11 00	ADVERTISEMENT FOR BIDS
SECTION 00 21 13	INSTRUCTIONS TO BIDDERS
SECTION 00 41 13	BID FORM STIPULATED SUM
SECTION 00 52 13	AGREEMENT FORM – STIPULATED SUM

**DIVISION 01 – GENERAL REQUIREMENTS**

SECTION 01 10 00	SUMMARY
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**DIVISION 02 – EXISTING CONDITIONS**

NOT USED

**DIVISION 03 – CONCRETE**

NOT USED

**DIVISION 04 – MASONRY**

NOT USED

**DIVISION 05 – METALS**

NOT USED

**DIVISION 06 – WOOD, PLASTICS, COMPOSITES**

NOT USED

**DIVISION 07 – THERMAL AND MOISTURE PROTECTION**

NOT USED

**DIVISION 08 – OPENINGS**

NOT USED

**DIVISION 09 – FINISHES**

NOT USED

**DIVISION 10 – SPECIALTIES**

NOT USED



**DIVISION 11 – EQUIPMENT**

NOT USED

**DIVISION 12 – FURNISHINGS**

NOT USED

**DIVISION 13 – SPECIAL CONSTRUCTION**

NOT USED

**DIVISION 14 – CONVEYING EQUIPMENT**

NOT USED

**DIVISION 21 – FIRE SUPPRESSION**

NOT USED

**DIVISION 22 – PLUMBING**

NOT USED

**DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)**

NOT USED

**DIVISION 25 – INTEGRATED AUTOMATION**

NOT USED

**DIVISION 26 – ELECTRICAL**

NOT USED

**DIVISION 27 – COMMUNICATIONS**

NOT USED

**DIVISION 28 – ELECTRONIC SAFETY AND SECURITY**

NOT USED

**DIVISION 31 – EARTHWORK**

NOT USED

**DIVISION 32 – EXTERIOR IMPROVEMENTS**

NOT USED

**DIVISION 33 – UTILITIES**

SECTION 32 21 00                      WATER SUPPLY WELLS

**DIVISION 34 – TRANSPORTATION**

NOT USED

**DIVISION 35 – WATERWAY AND MARINE CONSTRUCTION**

NOT USED

**DIVISION 40 – PROCESS INTEGRATION**

NOT USED

**DIVISION 41 – MATERIAL PROCESSING AND HANDLING EQUIPMENT**

NOT USED

**DIVISION 42 – PROCESS HEATING, COOLING, AND DRYING EQUIPMENT**

NOT USED

**DIVISION 43 – PROCESS GAS AND LIQUID HANDLING, PURIFICATION AND STORAGE EQUIPMENT**

NOT USED

**DIVISION 44 – POLLUTION AND WASTE CONTROL EQUIPMENT**

NOT USED

**DIVISION 45 – INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT**

NOT USED

**DIVISION 46 – WASTE AND WASTEWATER EQUIPMENT**

NOT USED

**DIVISION 48 – ELECTRIC POWER GENERATION**

NOT USED

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, depose 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 Plumbing Contractors License No. \_\_\_\_\_

**Electrical (PWCL Category 16000)**

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

Idaho Public Works Contractors License No. \_\_\_\_\_

Idaho Plumbing Contractors License No. \_\_\_\_\_

EXHIBIT F  
**NOTICE TO PROCEED**

To Contractor:	ITD Number:	
Contract Date:	Architect:	Miller Stauffer Architects 601 E. Front Ave. Ste. 201 Coeur d’Alene, Idaho 83814
Contract Amount:		
Date of Issuance:	Owner:	State of Idaho - ITD

You are hereby notified to commence work on the above referenced contract on/or before \_\_\_\_\_ and are to substantially complete the work before May 31, 2024, thereafter; therefore your contract completion date is \_\_\_\_\_.

The contract provides for the sum of **\$500.00** 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.

Sincerely,

Travis Frei

Facilities Management Contracting Officer

Idaho Transportation Department

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

**EXHIBIT G**

**IDAHO STATE TAX COMMISSION  
 REQUEST FOR TAX RELEASE**

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

**PART I -- AWARDING AGENCY INFORMATION:**

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

**PART II -- CONTRACTOR INFORMATION:**

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

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

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

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

**NOTE:** We will email all copies unless otherwise requested

**PART IV -- PROJECT INFORMATION:**

Name of project	Location of project
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Description of project

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

Did any government entities supply materials which were installed by this contractor or its subs?: Yes  No   
 If YES, list these materials and their dollar values. (Attach additional information if needed)

List Materials	List Dollar Values of Materials
	\$
	\$
	\$

Send to: Contract Desk/Sales Tax Audit  
 Idaho State Tax Commission  
 PO Box 36  
 Boise ID 83722-0410  
 Phone: (208) 334-7618 • Fax: (208) 332-6619 • Email: [contractdesk@tax.idaho.gov](mailto:contractdesk@tax.idaho.gov)

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

EXHIBIT H  
RELEASE OF CLAIMS

(TO BE COMPLETED FOR FINAL PAYMENT)

I, \_\_\_\_\_, do hereby release the State of Idaho – Idaho  
Transportation Department 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.: FM22403  
Project Title: ITD Powell Station - Wells  
Location: Milepost 162.5 Highway 12, Powell Station, Idaho

Send to:  
State of Idaho  
Idaho Transportation Department  
11331 W. Chinden Blvd.  
Boise, Idaho 83703

Copy to:  
Miller Stauffer Architects  
601 E. Front Ave. Ste 201  
Coeur d'Alene, Idaho 83814

**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 Idaho Transportation Department, to be submitted to Miller Stauffer Architects 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 (ITD's Training Confirmation Exhibit K), 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;
- Division of Building Safety 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

**Architect'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.

\_\_\_\_\_  
Architect'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 Idaho Transportation Department representatives. The factory representative and system subcontractor shall also give instructions on operation and maintenance of their equipment to ITD's maintenance and or operation personnel. To prove acceptance of operation and instruction by Idaho Transportation Department's representative, 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 Idaho Transportation Department representatives and maintenance / operation personnel and have instructed him / them in the operation and maintenance thereof."

\_\_\_\_\_  
(ITD Representative)

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**END OF  
AGREEMENT FORM**

**SECTION 01 10 00  
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.
- B. Refer to Owner's Invitation to Bid & Instructions to Bidder (ITB) for additional project requirements.

**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.
  - 6. Specification and drawing conventions.

**1.3 PROJECT INFORMATION**

- A. Project Identification: FM22403 - ITD Powell Station - Wells
  - 1. Project Location: Milepost 162.5 Highway 12, Powell Station, Idaho 83539 in Idaho County, Idaho near Iolo pass Idaho.
- B. Owner: Idaho Transportation Department
  - 1. Owner's Representative (Boise): Travis Frei – Contracting Officer
  - 2. Owner's Representative (Local): Larry Tillinghast – Local Field Representative
- C. Architect: Miller Stauffer Architects, 601 E. Front Ave. Ste 201, Coeur d'Alene, Idaho 83814
  - 1. Architect & Project Manager: Micheal Walker, NCARB

**1.4 BASE WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Project Scope of work is defined by the Contract Documents and is summarized as follows:
  - 1. The base scope of work is the construction of a new potable production water well located on the Powell Station maintenance campus near the new Maintenance Building on the East half of the campus. The well has an 8" casing drilled to 150'-0" with a gravel pack or screen. A 5 hp submersible pump is to be installed in the well. The scope of work to include a frost-free yard hydrant to be installed next to the well head with a stub for a future well house connection. The electrical and control wiring to be installed with 20'-0" of length away from well for installation of future well house.
    - a. Power and Well house will be installed at future date. The well house and power construction will be by owner and not to be included in scope of work. Contractor to provide temporary power for testing purposes only.
- B. Type of Contract

1. Project to be constructed under a single prime contract.

#### 1.5 ALTERNATE WORK COVERED BY CONTRACT DOCUMENTS

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

1. The alternate scope of work is the construction of a second new potable production water well located on the Powell station maintenance campus near the bunk house on the west half of the campus. The well has an 8" casing drilled to 150'-0" with a gravel pack or screen. A 5 hp submersible pump is to be installed in the well. The scope of work to include a frost-free yard hydrant to be installed next to the well head with a stub for a future well house connection. The electrical and control wiring to be installed with 20'-0" of length away from well for installation of future well house.
  - a. Power and Well house will be installed at future date. The well house and power construction will be by owner and not to be included in scope of work. Contractor to provide temporary power for testing purposes only.

- B. Type of Contract

1. Project to be constructed under a single prime contract.
2. Alternate scope of work selected at time of contract negotiation. Price for alternate well is valid for 60 days after submission of bid.

#### 1.6 UNIT PRICE

- A. Contractor to provide a unit price to drill well in additional depth in increments of 10'-0". The price shall include drilling, 10'-0" casing length, additional control and power wire, and disposal of all removed material.
- B. The price will be set once the well reaches the above-listed depth and an appropriate water source is not found. The contractor will test the water at depth and notify the owner of the results. If results are not acceptable, the owner may elect to drill further using the unit price. The length of the additional drill will be determined by the owner. Contractor to not proceed until written authorization is given by owner.
- C. Price will be valid during the duration of the project unless evidence of material cost escalation can be presented to the owner.

#### 1.7 SCHEDULE

- A. Construction Duration: The intention of the owner is to have the well drilled prior to November 31<sup>st</sup>, 2023, but understanding demand and potential weather delays the contract will extend till May 31<sup>st</sup>, 2024 before liquidated damages are assessed. This will allow the installation of the well to happen in Spring of 2024 if weather and other delays prohibit the construction in fall of 2023.
- B. The owner will consider material and schedule delays based upon evidence presented to the owner that documents when the material was ordered and when it was received. If the delivery is delayed out of the contractor's control the owner will extend the contract time.

#### 1.8 MATERIAL PRICE INCREASES

- A. Material price increases because of unavoidable vendor supply cost increases shall be cause for the contract amount to increase. The contractor must prove to the owner that the material's price had increased out of their control between the time of bid and the time of ordering the material. Evidence of such an increase must be submitted to the owner and should include but not limited to the following: original vendor bid with a date of on or before date of bid, order information with material cost at the time of ordering.

## 1.9 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations during construction period. All construction activities must be coordinated with the owner because the majority of the site will remain in operation during the construction period. The Contractor will need to submit a construction activity map, with a schedule prior to construction activities. This will be used as the basis of the construction coordination. The owner understands this may change on a weekly basis and the project supervisor will need to coordinate with local staff at the beginning of each week.

## 1.10 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 the 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.

## **PART 2. PRODUCTS**

### 2.1 NOT USED

## **PART 3. EXECUTION**

### 3.1 NOT USED

**END OF  
SUMMARY**

**SECTION 33 21 00**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1. GENERAL**

**1.1 DESCRIPTION OF SCOPE**

**A. General**

1. Construction and installation requirements for drinking water production wells.
2. Contractor shall furnish all equipment, labor, materials, and incidentals necessary for the drilling, installation, development and testing of a production well.
3. The contractor shall adhere to all state and local permit and well industry standard requirements.
4. The contractor shall notify the owner and architect once the well depth of 150'-0" is reached. The water source encountered. Water to be tested and results given to the owner. If an adequate source is not found unit price will be used to determine if additional depth of drilling is necessary or requested.
5. If an adequate source is not found at 150'-0" depth, the owner may elect to renegotiate a new well drilling location. Negotiation will commence after the initial well is drilled and owner evaluates all options.

**B. Base Bid**

1. Drill well to 150'-0" from surface elevation.
2. Install 8" Well casing located at east location near the new maintenance shed.
3. Base bid to include installation of casing, 5 hp submersible pump, frost free hose bib located withing 5'-0" of well casing, stub for connection to future well house by others, electrical conduit extending 10'-0" from well head, and electrical wire extending 10'-0" from well head. The well construction shall include either a well screen or gravel pack.
  - a. Electrical connection and service by others, and Well expansion tank by others to be installed later.
4. The intent of the base scope of work is to drill and install well casing. To install well pump and install frost free hose yard hydrant to test system. The Well we be connected to a new well house and water system later. Well will serve the west half of the campus.

**C. Alternate Bid**

1. Drill well to 150'-0" from surface elevation.
2. Install 8" Well casing located at west location near the existing crew bunk houses.
3. Base bid to include installation of casing, 5 hp submersible pump, frost free hose bib located withing 5'-0" of well casing, stub for connection to future well house by others, electrical conduit extending 10'-0" from well head, and electrical wire extending 10'-0" from well head. The well construction shall include either a well screen or gravel pack.
  - a. Electrical connection and service by others, and Well expansion tank by others to be installed later.
4. The intent of alternate scope of work is to drill and install well casing. To install well pump and install frost free hose yard hydrant to test system. The well will be later connected to a new well house and water system for the East half of campus.

**D. Unit Price**

1. Provide a unit price to extend the well additional depth in 10'-0" increments. The price shall be only 10'-0" of depth and include drilling and casing. This will be used if well gets to 150'-0" of depth and an adequate water source is not found. Contractor must notify owner of reaching depth.

**1.2 WELL LOCATION**

- A. The wells shall be drilled in the general locations as provided by the Owner and as shown on the site plan. The owner will indicate the exact location l the field with a wooden stake marked "Well #XX".

### 1.3 ACCESS TO WELL SITE

- A. The contractor shall be responsible for clearing, cutting and providing physical access to the well site.

### 1.4 WELLHEAD PROTECTION

- A. The well shall be located away from potential sources of contamination in accordance with state and local regulations.
- B. No contamination is known at the proposed locations. Contractor to evaluate prior to drilling and during drilling. If contamination is found at any time. Contractor is to stop and notify Architect and owner. Contract Adjustments to be made at such a time of notification. Contractor to assume at time of bidding no contamination is present.
- C. Any well in an area of know contamination is required to have double cased well construction as follows:
  - 1. The outermost well casing shall be constructed into the first significant confining layer which separates the water supply from any such contamination. This casing shall extend at least 20 feet into the confining layer or to the case of the confining layer.
  - 2. The annular space between the casing and the bore hole and all subsequent well casing shall be permanently sealed to protect all underlying aquifers as well as the water supply.
  - 3. All wells with casing that extends through contamination shall be double cased.

### 1.5 SUBMITTALS

- A. Copy of Valid Drillers License
- B. Submit Data for the following materials:
  - 1. Sand
  - 2. Cement
  - 3. Well Casing and Screen
  - 4. Submersible pumps and associated electronics and piping
- C. Copies of Valid well Drilling, Construction, Installation, Replacement, and any other permits required by the state in which the work is being performed.
- D. Results of yield and drawdown tests.
- E. Results of water quality tests.
- F. Narrative of Debris Deposal
- G. As-built Sketch of wall and Materials drilled through.

## **PART 2. PRODUCTS**

### 2.1 MATERIALS FOR PRODUCTION WELL

- A. General
  - 1. Examine all material for defects. Do not install material which is known or thought to be defective.



2. The owner reserves the right to inspect all material and to reject all defective material shipped to the job site or stored on site. Failure of owner to detect damaged material shall not relieve the contractor from Contractor's total responsibility for the completed work if it leaks or breaks after installation.
3. All water used in the construction, alternation, and repair or decommissioning of any well shall be of drinking water quality.
4. All Well drilling rigs, tools, pipe and other drilling equipment shall be maintained in a clean and operational state to prevent contamination to the well or work site.
5. All steel casing shall be manufactured to conform with the American National Standards Institute (ANSI) dimensions.

#### B. Well Casing

1. All well casing shall be new. They shall be manufactured of steel pipe, ASTM Designation A-53 or A120 or the American Petroleum institute (API) specifications 5A or 5L. The casings shall be joined by welding in accordance with the standards of the American Welding Society.
2. Conductor and inner casing shall meet dimension requirements of AWWA Standard Specification A100-90.
3. All Wells shall be a 8" Casing.

#### C. Well Screen

1. Prior to initiation of work, contractor shall notify owner and architect of well material and well screen recommend for use.
2. The Well screen shall be a continuous-slot wire- wound screen. Slot size shall be determined based on results of sieve analyses.

#### D. Gravel Pack

1. The gravel pack material shall consist of clean, insoluble material, properly graded for the aquifer material.
2. The contractor shall provide for the disinfection of the gravel with a 50 mg/l free-chlorine strength solution of potable water during installation.
3. All gravel for packing shall be hard, water-worn gravel washed clean of silt, sand, dirt, and foreign mater. Crushed gravel will not be accepted. All gravel shall be well-rounded, graded, and selected; raptor filter sand gravel or owner approved equal will be accepted.
4. Sufficient samples of the proposed gravel shall be delivered to the owner by the contractor at least seven (7) days prior to anticipated placement of the material in the well. The Owner may elect to have a testing laboratory perform a sieve analysis to verify conformance with the specified gradation. Failure of the sample to meet gradation requirements shall be grounds for rejection.

#### E. Grout Seal

1. All cement used in the work shall be a standard brand Portland cement conforming to the "Specifications for Portland Cement" ASTM Designation C150 Type II.
2. The grout seal shall be either a neat cement or a sand cement grout:
  - a. Sand Cement Grout – A Mixture of Portland Cement (ASTM C150), sand and water in the proportion of not more than two parts by weight of sand to one part of cement with not more than (7) gallons of clean water per bag of cement (one cubic foot or 94 pounds) or proportion as per local regulatory requirements, shall be used. The use of special cements, bentonite to reduce shrinkage, or other admixtures (ASTM C494) to reduce permeability, increase fluidity, and/or control time of set, and the composition of the resultant slurry, must be approved in advance by the owner.
  - b. Neat Cement Grout – A mixture of Portland Cement (ASTM C150) and not more than seven (7) gallons of clean water per bag (one cubic foot or 94 pounds) of cement or proportion as per local regulatory requirements, shall be used. The use of special cements; bentonite to reduce shrinkage; and other admixtures (ASTM C494) to reduce permeability, increase fluidity, and/or control time of set; and the composition of the resultant slurry, must be approved in advance by the owner.
3. Cement shall conform to ANSI / NSF standard 61.

F. Drilling Fluid and Testing and Handling Facilities

1. Only fresh water from an approved source shall be used in drilling fluids, whether employed alone or in combination with approved drilling additives. Any drilling additives must be approved by the Owner prior to use and must be NSF approved.
2. The Contractor shall either excavate mud pits or use portable steel pits. The pits shall be equipped with baffles to trap cuttings or settling devices so that no cuttings or fine sand are allowed to recirculate into the hole. The pits shall be cleaned as needed to provide adequate volume for settling of cuttings and proper fluid circulation.
3. In the event of hole stability problems, acceptable drilling fluid constituents to be used include high-yield bentonite, synthetic polymers, inorganic phosphate thinning agents, and drilling detergents and foaming agents. Use of weighting materials should be avoided if possible. Lost-circulation materials shall not be used without prior approval of the Owner. Use of polymer mud without some bentonite to contribute to wall-cake development is not recommended.
4. Drilling fluid discharged from the hole shall flow across a shale shaker equipped with appropriately sized screens to remove all but the finest sand, silt, and clay particles.

G. Test Pump and Accessory Equipment

1. The contractor shall provide a temporary test pump and power source capable of discharging up to 120% of the permanent pump capacity. All equipment shall be reliable for periods of 24 hours of continuous operation at the test rate.
2. An in-line flow meter capable of accurately measuring up to 120% of the permanent pump capacity continuously shall be installed on the test pump discharge line to determine the discharge rate. A control valve shall be installed so that the discharge rate can be controlled and will not vary more than 5 percent from the average rate.

H. Temporary Cap

1. The temporary cap shall be made of at least 1/4" inch thick mild steel.

I. Pump, Discharge Piping and Electrical Equipment

1. The contractor shall provide all labor, materials, equipment, machinery and tools necessary to put into satisfactory operation all pump and electrical equipment specified and in accordance with electrical industry standards.
2. All water system piping shall meet ASTM and NSF standards for drinking water.

J. Potable Water Supply wells installed in unconsolidated formations:

1. The well casing be no less than eight inches in inner diameter and no less than 150 feet in depth.
2. The diameter of any well screen shall not be less than two inches.
3. All wells shall have a minimum length of 150 feet of grout seal extending from the top of the gravel pack or top of the well screen to grade.
4. When used, all well screens shall be properly sized to produce water free of sand and silt at the well head to the extent that the sand and silt will not interfere with the intended use and operation of the well water system.

K. Potable Water Supply Wells installed in consolidated formations:

1. All Well casing shall not be less than eight inches in inner diameter.
2. Each well shall have a minimum of 150 feet of casing and be constructed with a minimum of 20 feet of casing set into unweathered rock.
3. All wells shall have a minimum length of 150 feet of grout seal extending from the bottom of the casing above to grade.

4. If broken rock, mud seams, etc. are encountered when drilling below the base of the permanent casing, the driller shall pull out the permanent casing, ream the hole to below the problem zone and reinstall the well casing.
- L. All well casings shall extend a minimum of 12 inches above grade and shall be equipped with pitless adapters or pitless well units. The pitless adapter or pitless well unit requirement does not apply to wells equipped with a turbine pump. Exceptions to this 12-inch requirement are those well casings located in a well pit or pump house where adequate protection from surface drainage or contamination is provided and those located in driveways as flush mount installations provided with a watertight lid.
- M. All Wells shall be equipped with a down facing casing vent located at least 12 inches above the floor level. All vents shall be screened to prevent the entry of insects.

### **PART 3. EXECUTION**

#### **3.1 WELL SITE LOCATION**

- A. The well site location is shown on the site plan and will be marked by the owner prior to construction.

#### **3.2 PROVIDE ACCESS**

- A. The contractor shall be responsible for any cutting, clearing and disposal of material necessary to gain access and transport all required equipment and materials to each well site.
- B. Any cutting, clearing or other physical disturbance conducted to gain access to the well sites shall be done only as necessary to minimize local environmental impact from the work required. Notification of any tree removal must be coordinated with the owner and forest service prior to removal. Forest Service must approval all tree removal.

#### **3.3 MOBILIZATION / DEMOBILIZATION**

- A. The contractor shall furnish all vehicles, equipment, supplies, labor, and incidentals to move his rigs and related equipment and materials to and from the site.

#### **3.4 PRODUCTION WELL CONSTRUCTION**

##### **A. General**

1. The contractor shall furnish all equipment, supplies, labor, and incidentals required to drill, install, and develop the production well.
2. A state licensed well driller shall be onsite to directly supervise the well drilling operation.
3. The work shall be performed with equipment that is adequate to complete all phases of well construction. If, in the opinion of the Owner, the Contractor's equipment is not capable of satisfactorily performing the work provided for in these Specifications, the Contractor at his own expense shall substitute equipment satisfactory to the Owner.
4. The contractor shall dispose of any drilling fluids, cuttings, and discharge waters in accordance with applicable environmental regulations.
5. A well shall not be screened or gravel packed in more than one water bearing unit or across a confining layer.
6. All parts of the well water system shall be properly tested, installed, designed, located, and constructed in accordance with all applicable federal, state, and local regulations.
7. Adequate protection shall be provided at the top of the casing to prevent surface contamination from entering the well during the drilling operation and when the driller is not at the drill site.

B. Installation of Conductor Casing

1. Each section of the conductor casing shall be joined to another section by lap welding in the field.
2. Suitable steel guides or spacers similar to casing guides shall be provided in order to center and hold the conductor casing in its proper position until the cement grout has been placed.
3. All field welding shall be performed in accordance with American Welding Society Standards and in such a manner as to avoid any warping. Special care shall be exercised to insure a straight and plumb casing.
4. After the conductor casing has been placed, it shall be sealed off by filling the annular space between the reamed bore wall and the conductor casing with grout.
5. The cement grout shall be pumped under pressure from the bottom of the reamed hole.
6. The seal shall be effective against infiltration of all water from the surface to the bottom of the conductor casing. The cement grout shall reach the surface of the ground around the entire perimeter of the conductor casing.

C. Pilot Bore

1. A pilot borehole, having a minimum diameter of 8-inches, shall be drilled at the well site to provide an indication and classification of geologic formations encountered and to allow geophysical logging to the specified depth. The exact depth to which the pilot hole shall be bored will be determined by the Engineer. The Contractor shall take all measures necessary to protect the top portions of the pilot bore from caving or raveling.
2. In order to ensure the drilling of the pilot bore to alignment specifications, the Contractor shall furnish and employ a self-checking, mechanical drift indicator to measure hole deflection. The drift from vertical shall be not more than 0.5 degree. Any deviation shall be corrected by the Contractor at Contractor's expense.
3. The Contractor shall collect representative sample of the cuttings at 10-foot depth intervals.
4. The Contractor shall label and preserve each sample. All containers are to be labeled to indicate the depth intervals of the collected sample and stored in a manner to prevent breakage or loss.
5. A complete lithologic drilling log and shift record of construction activities including drilling rate shall be prepared by the Contractor for the Engineer. Upon completion of the log, copies shall be furnished to the Engineer.
6. A record shall be maintained showing any variation in the addition and number of approved clays or chemical products or water required during drilling. The depths at which such changes are required shall be shown in the daily reports.
7. Permanent records of all drilling and related operations shall be made by the Contractor in accordance with State or local laws.

D. Downhole Geophysical Survey

1. 1. Upon completion of the pilot hole, the Contractor shall conduct the geophysical logging of the pilot borehole. The Contractor shall allow for log interpretations after logging has been completed prior to proceeding with any additional work.
2. 2. The Contractor shall perform, or have performed (logging firm shall be approved by the Engineer), the following logs for the pilot borehole:
  - a. Spontaneous Potential and Resistivity Log (Electric Log)
  - b. Acoustic Log
  - c. Gamma Log
  - d. Caliper Survey
  - e. Neutron Log.
3. The interval to be logged shall be the total depth of the borehole, subject to satisfactory borehole conditions, the limitations of the logging technique, and/or other directives from the Engineer.
4. The well log header shall include.
  - a. well location and elevation
  - b. owner's name
  - c. OSE permit file number

- d. type, weight, resistivity, and temperature of drilling fluid
- e. resistivity of the filtrate and any other information necessary for proper interpretation of the logs.
5. Copies of each log, including a digital copy, shall be furnished to the Engineer.
6. The sampling interval shall be no greater than 0.5 feet.

E. Reaming Pilot Bore for Well Casing

1. The pilot hole shall be reamed based on well design after the pilot hole is completed and logs interpreted.
2. A record shall be kept showing any variation in the addition and amount of water, and other additives required during the reaming operation. The depths at which such changes are observed shall be shown in the daily reports.

F. Caliper Survey

1. Upon completion of the drilling operations, the Contractor shall conduct or arrange for the borehole to be surveyed for the hole cross-section.
2. If the caliper survey indicates that the hole is smaller than the specified diameter by more than one inch at any point, the hole shall be re-reamed and resurveyed. If corrective measures are required, the Contractor shall provide and pay for all corrective measures and additional surveys.
3. After the caliper survey has been made, and the survey approved by the Engineer, installation of the well casing shall commence.

G. Installation of Well Casing

1. When the drilling operation has been completed to the satisfaction of the Engineer, the blank and screen casing shall be installed. The lengths and intervals of each casing type shall be determined by the Engineer.
2. The casing shall be centered in the hole. All field joints shall be properly lap welded during installation with a continuous 1/2-inch fillet weld. Bar holes in the casing are prohibited and shall not be used.
3. The bottom of the casing shall be at a sufficient distance above the bottom of the bore hole to ensure that the casing will not be supported by the bottom of the boring.
4. If, for any reason, the casing cannot be landed in the correct position or at a depth acceptable to the Engineer, the Contractor shall remove the casing from the borehole and correct problems at the Contractor's expense.
5. If the Contractor is not successful at constructing the well to specification, Contractor shall construct another well on the site at the direction of the Engineer and complete this well in accordance with the specifications and drawings at no additional cost.
6. If the casing should collapse prior to well completion, it shall be withdrawn and replaced at the Contractor's expense.
7. All work required to be repeated, and all additional materials, labor and equipment required, shall be furnished at the expense of the Contractor, and no claim for additional compensation shall be made or be allowed, therefore.
8. Centralizing guides shall be installed by the Contractor immediately above and below the perforated section of the casing and every 60 feet thereafter. The guides shall be welded to the casing at the top and bottom with 2-inches minimum stand off from the casing.

H. Well Screen

1. The location of the sections of well screen shall be determined by the Engineer after a study of the driller's log and the drilling cuttings.
2. Prior to initiation of work, the Engineer shall notify the Contractor which type of well screen shall be used in the well.

I. Installation of Gravel Pack

1. Gravel, as specified by the Engineer, shall be installed in the annular space between the bore hole and the casing. The gravel shall be carefully installed to insure complete filling of the annular space from the bottom of the bore hole to the bottom of the grout seal.
2. Contractor shall provide for the disinfection of the gravel during its placement as detailed in Section 2.01-D-2 of these specifications.
3. The gravel pack shall not extend into any confining layer above the screen:
  - a. For well screens less than or equal to 20 feet in length, the filter pack shall not extend more than 10 feet above the top of the well screen.
  - b. For well screens greater than 20 feet in length, the filter pack shall not extend more than 50 percent of the length of the well screen itself above the top of the well screen. The filter pack shall not extend more than 50 feet above the top of any well screen.
4. During the entire gravel packing operation, clean water shall be circulated through the perforated casing and up the annular space outside of the casing. When the gravel has been placed, a swab shall be carefully worked opposite all perforated sections of casing while circulating with clean water. As the gravel settles, more shall be added. This operation shall be continued until there is no further measurable settlement of the gravel, and the gravel has been washed clean.
5. A gravel refill pipe shall be installed and terminate above the ground surface, are sealed in place, are provided with watertight caps and the well casings are eight inches or greater in diameter. Upon completion of the well development the annulus shall be refilled with gravel.
6. The volume of gravel used shall be no less than the calculated volume of the annular space between the casing and the wall of the hole based upon the caliper survey. The Contractor shall supply the devices required to measure the gravel.
7. A cement seal shall be placed on top of the gravel pack.

#### J. Alignment of Well

1. Tests to determine the plumbness and alignment of the screen and casing shall be made by the Contractor after the well has been completed, but prior to its being accepted.
2. The wells shall be constructed sufficiently round, straight, and plumb so that the maximum size pump can be installed without difficulty.
3. The standard for plumbness shall be that the axis of the well casing does not deviate from the vertical more than one half the inside diameter of the casing per 100 feet of depth.
4. If the Owner determines that the plumbness or alignment is outside the specifications, it will be corrected by the Contractor at Contractor's expense.

#### K. Placement of Cement Grout

1. Installation of the grout shall be carried out by pumping with hydraulic or pneumatic pressure in a continuous operation through a feed line inserted between the casing and the wall of the hole.
2. The feed line shall be lowered to within two feet of the bottom of the zone to be grouted. The line shall be slowly withdrawn as the annulus fills with grout, but care shall be taken to ensure that the discharge end of the feed line remains always submerged a minimum of five feet in the grout while grouting operations are in progress. After any section of grout has been placed, it shall be allowed to set for a period of 24 hours, or longer as directed by the Owner, before further operations are undertaken.

### 3.5 DEVELOPMENT OF THE WELL

- A. Contractor shall develop the well to remove native silt and clay, drilling fluid residue, and the finer fraction of the gravel pack and aquifer material. The objective of the development process is to assure maximum specific capacity and sand free water.
- B. Well Development by Bailing and Swabbing

1. Development by bailing and swabbing to clean the gravel pack and remove wall - cake material shall begin immediately after the gravel pack is in place. The Contractor shall initiate development with a bailer equipped with a foot valve suitable for removing fill material from the bottom of the well. The Contractor shall proceed with care to bail fluid from the well, starting at the top of the fluid column.
2. The Contractor shall bail the well until the fluid level is at static head. The Contractor shall then lower the bailer into the perforated section of the well, gently raising and lowering the bailer through the perforated section to initiate flow through the perforated casing. After the Contractor has sufficiently shown that unrestricted flow through the perforated casing is occurring, he shall bail any fill from the bottom of the well to within 3 feet of the shoe.
3. After the initial bailing is performed, the Contractor shall develop the well by line swabbing. Development by line swabbing shall be performed with a rubber flanged swab of a diameter no more than 1/2-inch smaller than the inside diameter of the casing and screen. The swab shall be equipped with a valve that will open to allow rapid fall of the swab but will close when being pulled upward through the perforated casing. The Contractor shall take care not to exert undue differential pressure on the well casing and perforated casing while swabbing.
4. After initial development by swabbing is performed, the Contractor shall treat the well with an NSF approved solution of sodium phosphate (SAPP). Treatment shall be per manufacturer's specifications.
5. The Contractor may be required to periodically interrupt development by swabbing to bail fill material from the well. Development by swabbing shall continue until the Engineer is satisfied that the well is adequately developed and there is no movement of the gravel pack level over a period of one-hour of swabbing.
6. At the conclusion of swabbing, the Contractor shall remove any fill material from the bottom of the well within 3-feet from the shoe.

#### C. Development by Pumping and Surging

1. The Contractor shall furnish, disinfect, install, operate, and remove a deep-well turbine pump for developing the well.
2. The prime mover shall be a variable speed type. The Contractor shall furnish and install discharge piping for the pumping unit of sufficient size and length to conduct water to the discharge point selected and identified by the Engineer.
3. The Contractor shall furnish and install a device to measure instantaneous flow total flow. Water levels shall be measured by an electric-line probe calibrated to 0.01 ft. increments.
4. The initial pumping rate shall be restricted and, as the water clears, shall be gradually increased until the maximum rate is reached.
5. At proper intervals as determined by the Owner's Representative, the pump shall be stopped and the water in the pump column shall be allowed to surge back through the pump bowls and through the casing perforations.
6. The cycle of pumping and surging shall be repeated until the discharged water is clean of sand, silt, and mud and until there is no increase in specific capacity during at least 12 hours of continuous pumping and surging.
7. The Contractor shall continue development until the following conditions have been met a.
  - a. Sand production is less than 15 ppm within 20 minutes after commencement of pumping at the maximum rate.
  - b. Average sand production does not exceed 5 ppm for a two-hour cycle after commencement of pumping at the maximum rate.
  - c. The specific capacity of the well is essentially stable for a minimum of 2 hours and the specific capacity is the same for all the different flow-rate steps after equal amounts of time.
8. The Contractor shall keep independent records of pumping time, flow rate, pumping level, sand production, and other discharge characteristics.

### 3.6 8-HOUR PRELIMINARY PUMPING TEST

- A. A. Contractor shall furnish all equipment, labor, supplies and incidentals required to conduct an 8-hour step drawdown pumping test on the production well, including all pipelines, meters, orifices, gages and temporary utilities.



- B. The pumping test shall be conducted under the supervision of the Engineer.
- C. The contractor shall provide a temporary test pump with the capability of discharging up to 120% of the rated capacity of the permanent production pump. The temporary pump shall have sufficient throttling devices so that the rate of discharge may be controlled. The permanent production pump shall not be used for the pumping test.
- D. The flow from the test shall not cause significant erosion at the discharge point. There shall be no trace of chlorine residual at the start of the pump test.
- E. Pump rates will be conducted using a step method. Data obtained from this test shall be used to design the permanent pumping equipment. The Contractor shall gather enough information to be able to determine the setting for the new pump and prepare a plan for the 24-hour pump test.

### 3.7 24-HOUR PUMPING TEST

- A. Contractor shall furnish all equipment, labor, supplies and incidentals required to conduct a 24-hour constant rate pumping test on the production well, including all pipelines, meters, orifices, gages and temporary utilities.
- B. The pumping test shall be conducted under the supervision of the Engineer. If the test is less than 24 hours, the Contractor will be paid by unit price as specified in the Bid Section.
- C. The contractor shall provide a temporary test pump with the capability of discharging up to 120% of the rated capacity of the permanent pump. The temporary pump shall have sufficient throttling devices so that the rate of discharge may be controlled. The permanent production pump shall not be used for the pumping test.
- D. The flow from the test shall not cause significant erosion at the discharge point. There shall be no trace of chlorine residual at the start of the pump test.
- E. The 24-hour pump test shall be conducted in accordance with the following guidelines:
  - 1. Static water levels must be measured and recorded in the pumping well immediately before the start of the test.
  - 2. The time intervals for reading water levels are suggested as in Table 1 given below and they should be followed as closely as possible during the 24-hour draw down pump test and subsequent recovery test. There should be at least 90% recovery in the pumped well.

Table 1  
Time Intervals for Water Level  
Measurements During 24-Hour Pumping Test

<u>Time into Test</u>	<u>Measurement Interval</u>
0 to 5 minutes	Every ½ Minute
5 to 15 minutes	Every 1 Minute
15 to 60 minutes	Every 5 Minutes
60 to 120 minutes	Every 10 Minutes
120 to 480 minutes	Every 30 Minutes
480 to 1440 minutes	Every 60 Minutes



3. The pumping rate should be recorded at least every 10 minutes for the first hour and every half hour thereafter. Necessary adjustments should be made to keep the pump rate constant throughout the test.
4. The selected pumping rate for the pump test should exceed the design pumping rate by 20%.
5. After the pump is stopped, measure and record recovery water levels following the above schedule.
6. Contractor must submit a pumping test plan for review and approval prior to conducting the test. This shall include a sketch of the well field with dimensions between wells, anticipated flow rates, means of discharge, equipment to be used, method of reading water levels, and all other pertinent information. Analysis of data with conclusions must be submitted by the Contractor to the Engineer.
7. The 24-hour pumping test is a continuous test; no partial payments will be made to the Contractor for test interruptions that are caused by the Contractor.

### 3.8 DISINFECTING THE WELL

- A. Following the conclusion of the development pumping, Contractor shall disinfect the well according to the procedures established by local, state, or federal regulatory agencies.
- B. The well shall be thoroughly clean of all foreign substances before disinfection. Oil, grease, or joint dope shall be removed by swabbing the casing with an alkaline solution if necessary.
- C. The well shall be disinfected with a chlorine solution using a calcium hypochlorite compound with 70 percent solution available chlorine. The hypochlorite shall be dissolved in a solution at the ground surface and applied so that a concentration of at least 50 ppm of available chlorine is available in all parts of the well.
- D. The disinfecting solution shall be allowed to stand in the well for at least one hour and then pumped until the discharge contains no residual chlorine.
- E. Chlorinated water shall be disposed of in accordance with state and/or local regulations by the Contractor.

### 3.9 DISPOSAL OF DRILLING WASTES

- A. The Contractor shall provide all facilities, equipment, and materials required for the removal of drilling wastes and excess development materials from the well site.

### 3.10 DISPOSAL OF DEVELOPMENT AND TEST WATER

- A. The contractor shall provide all pipelines and facilities for discharging pumped water from the well site. The Contractor shall so design his system that no erosion results from the discharge.

### 3.11 INSTALLATION OF TEMPORARY CAP

- A. The contractor shall furnish all equipment, labor, supplies, and incidents to install a temporary cap on the production well.

### 3.12 WELL HOUSE

- A. The well house construction is not part of scope of work. To be installed at a later date. Well house not included in scope of work.

### 3.13 PUMPS AND ASSOCIATED ELECTRICAL AND PIPING

- A. A 5 hp submersible pump and associated electrical wires to be installed and tested. Electrical power is to be supplied by the owner and not part of the scope of work.
- B. Well house to be supplied by owner at later date. Scope of work to drill well, install casing, install submersible pump, and coordinate temporary power supplied by owner. Control to be installed at a later date, not part of scope of work.

### 3.14 WELL ABADONMENT

- A. All boreholes and completed wells that require abandonment shall be abandoned in accordance with State and local requirements.
- B. Contractor shall furnish all equipment, labor, supplies, and incidentals required to properly abandon the borehole or well and shall include:
  - 1. Concrete, cement grout, bentonite, or sealing clay shall be used as primary sealing materials and shall be placed from the bottom upward by methods that will avoid segregation or dilution of material.
  - 2. Complete, accurate records shall be kept of the entire decommissioning procedure.
  - 3. The depth of each layer of all sealing and backfilling materials shall be recorded.
  - 4. The quantity of sealing materials shall be recorded.
  - 5. Any changes in the well made during the sealing, such as perforating casing, shall be recorded in detail.

### 3.15 EXCEPTIONS

- A. Any exceptions from this standard to the material or material standard specification, installation, well or pump design, well development or testing shall be at the discretion of the owner and only with owner's written approval.

### 3.16 SAFETY DURING CONSTRUCTION

- A. All equipment shall be maintained in a safe manner during construction. The work area shall at all times be kept neat and free from hazards.

**END OF  
DRINKING WATER WELL REQUIREMENTS**