Invitation to Bid (ITB) FM42313

Hagerman Rest Area
Well Pumping System

IDAHO TRANSPORTATION DEPARTMENT

Hagerman Rest Area
US-30, MP 184.4
Hagerman, ID

Date of Issuance: August 17, 2022
<table>
<thead>
<tr>
<th>ITB Title:</th>
<th>Hagerman Rest Area Well Pumping System</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB Project Description:</td>
<td>Drilling, construction, development, and testing of a public water system well at the Hagerman Rest Area located at US-30, MP 184.4, Hagerman, ID 83332 for the Idaho Transportation Department.</td>
</tr>
<tr>
<td>ITB Lead:</td>
<td>Megan Vaudrin, Facilities Management Contracting Officer Idaho Transportation Department 11331 W Chinden Blvd., Bld. 8 Boise, Idaho 83714 E-mail: <a href="mailto:megan.vaudrin@itd.idaho.gov">megan.vaudrin@itd.idaho.gov</a> Phone: (208) 334-8606</td>
</tr>
<tr>
<td>Submit sealed bid:</td>
<td>Address for Couriers/Physical Address 11331 W Chinden Blvd., Bld. 8 Boise, Idaho 83714 Mailing Address PO Box 11 Boise, Idaho 83707</td>
</tr>
<tr>
<td>Pre-Bid Conference:</td>
<td>11:00 a.m. (MT) on September 7, 2022 Hagerman Rest Area US-30, MP 184.4 Hagerman, ID</td>
</tr>
<tr>
<td>Deadline To Receive Questions:</td>
<td>4:00 p.m. (MT) on September 14, 2022</td>
</tr>
<tr>
<td>ITB Closing Date:</td>
<td>2:59:59 p.m. (MT) on September 21, 2022</td>
</tr>
<tr>
<td>ITB Opening Date:</td>
<td>3:00 p.m. (MT) on September 21, 2022 Idaho Transportation Dept. 11331 W Chinden Blvd., Bld. 8 Boise, Idaho 83714</td>
</tr>
<tr>
<td>Initial Term of Contract and Renewals (service completion):</td>
<td>The service performed under the contract will begin upon ITD’s written Notice to Proceed must be completed within 90 calendar days.</td>
</tr>
</tbody>
</table>
CONTENTS

ADVERTISEMENT FOR BIDS AB-1
BID BOX AND BID OPENING LOCATION BB-1
INSTRUCTIONS TO BIDDERS ITB-1
BID PROPOSAL BP-1
  CONTRACTOR'S AFFIDAVIT CONCERNING ALCOHOL & DRUG-FREE WORKPLACE BP-5
  BIDDER'S ACKNOWLEDGEMENT STATEMENT BP-6
AGREEMENT – FIXED PRICE CONSTRUCTION CONTRACT FPCC-1
  EXHIBIT A – OWNER'S PROJECT IDENTIFICATION INFORMATION AP-1
  EXHIBIT B – ADDRESSES AND AUTHORIZED REPRESENTATIVES AP-2
  EXHIBIT C – LIST OF DRAWINGS AND SPECIFICATIONS AP-4
  EXHIBIT D - CONTRACTOR'S AFFIDAVIT CONCERNING TAXES AP-5
  EXHIBIT E – NAMED SUBCONTRACTORS AP-6
  EXHIBIT F – NOTICE TO PROCEED AP-7
  EXHIBIT G - CONTRACTOR'S REQUEST FOR TAX RELEASE AP-8
  EXHIBIT H - RELEASE OF CLAIMS AP-9
  EXHIBIT J – CONDITIONS PRECEDENT TO FINAL PAYMENT AP-10
  EXHIBIT K – TRAINING CONFIRMATION SIGN IN SHEET AP-11
  EXHIBIT L – PROJECT FINALIZATION AND START AP-12

TECHNICAL SPECIFICATIONS
  PART 1 – GENERAL REQUIREMENTS PAGE 1 OF 24
  PART 2 – PRODUCTS PAGE 5 OF 24
  PART 3 – EXECUTION PAGE 8 OF 24
  PART 4 – MEASUREMENT AND PAYMENT PAGE 20 OF 24

FIGURE 1. WELL LOCATION MAP
FIGURE 2. WELL CONCEPTUAL DESIGN
ADVERTISEMENT FOR BIDS

In accordance with Idaho Code 67-5711, The Idaho Transportation Department will accept sealed bids for Project #FM42313 Hagerman Rest Area Well Pumping System. Bids packets will be accepted at the Idaho Transportation Department at 11331 W Chinden Blvd., Bld. 8, Boise, Idaho 83714, until 2:59:59 p.m. local time on September 21, 2022 according to the Bid Package Schedule deadline. A public bid opening will be held at the Idaho Transportation Department following the closing time for receipt of bids. Bidders and other interested parties are invited to be present at bid opening.

The Invitation to Bid package can be found at the following address: http://itd.idaho.gov/business/ “Facility Bids” tab.

A pre-bid conference will be held on September 7, 2022, 11:00 am at the Hagerman Rest Area located at US-30, MP184.4, Hagerman, ID. Bidders are encouraged to attend.

A bid bond or a certified or cashier’s check in the amount of 5% of the total bid, including add alternates, is required.

A Public Works Contractors License for the State of Idaho is required to bid on this work.
EFFECTIVE JUNE 15, 2022 THE ITD BID BOXES AND BID OPENINGS WILL BE LOCATED AT THE STATE OF IDAHO CHINDEN CAMPUS, 11331 W. CHINDEN BLVD., BUILDING #8, BOISE, ID 83714. BID DOCUMENTS MUST BE DELIVERED TO THE NEW LOCATION (SEE BELOW).
EFFECTIVE JUNE 15TH:

BID BOX LOCATION: 11331 W. CHINDEN BLVD, BUILDING #8, WEST LOBBY SLOT #1 (YELLOW) "FACILITIES SEALED BIDS"

USPS DELIVERY ADDRESS: IDAHO TRANSPORTATION DEPARTMENT, ATTN: ITD FACILITY MANAGEMENT, PO BOX 11, BOISE, ID 83707

FEDEX/UPS/DHL DELIVERY ADDRESS: IDAHO TRANSPORTATION DEPARTMENT, ATTN: ITD FACILITY MANAGEMENT, 11331 W. CHINDEN BLVD, BUILDING #8, BOISE, ID 83714

BID OPENINGS: 11331 W. CHINDEN BLVD, BUILDING #8,
- CONFERENCE ROOM TO BE DETERMINED
NOTE: IT IS RECOMMENDED THAT USPS MAIL AND FEDEX/UPS DELIVERIES BE RECEIVED AT THE ABOVE LOCATIONS AT LEAST 1 DAY PRIOR TO BID OPENING TO AVOID MISSING THE BID OPENING.

**IF YOU ADDRESS YOUR BIDS TO THE OLD ADDRESS, YOUR BID MAY NOT BE RECEIVED IN TIME FOR THE BID OPENING AND MAY BE DEEMED NON-RESPONSIVE. **
INSTRUCTIONS TO BIDDERS

GENERAL PROVISIONS

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

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

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

CONTRACT TIME: The proposed scope of work is estimated to take no more than 90 consecutive calendar days. The contract time shall be 90 consecutive days unless modified by addendum. The owner reserves the right to modify contract time during contract negotiations if proper and reasonable evidence for contract modification has been presented to the owner. Proper and reasonable evidence may be material procurement delays, or anticipated weather delays. No other reasonable evidence may be accepted for contract time extension will be accepted, unless in the best interest of the Idaho Transportation Department.

LIQUIDATED DAMAGES: Liquidated damages of $500.00 per day will be assessed if a contracted general contractor (prime) cannot perform the proposed scope of work within the listed contract time. The liquidated damages is based upon the owners inability to use the project site for future construction / use. The amount is based upon the anticipated cost incurred due to such delay.

BID RECIEPT DATE: All bid packets are to be received at the Idaho Transportation Department (ITD) (11331 W Chinden Blvd., Bld. 8, Boise, Idaho 83714,) in Boise, Idaho on or before 3:00 p.m. (MT) on Wednesday, September 21, 2022. Late bids will be rejected and considered invalid. It is the responsibility of the bidder to confirm receipt of bid prior to the bid date. Delays due to mail, traffic, unable to find the address, or delivery to the wrong address will not be reasons for acceptance. Contractor will be responsible for determining the exact location of bid receipt. Bids delivered to any other address or ITD office other than the one stated is not acceptable, and the bid will be determined as a non-conforming bid. Bids cannot be emailed. Bids will only be received in physical form by hand delivery, delivery service, or mail service. Bidder to note the bids due date time is Mountain Time Zone which is the local time in Boise, Idaho; even though the project site is in Pacific Time Zone.

BID OPENING DATE: Idaho Transportation Department will open acceptable bids on Wednesday, September 21, 2022, at 3:00 p.m. (MT). at the Idaho Transportation Department Headquarters (11331 W Chinden Blvd., Bld. 8, Boise, Idaho 83714.).

ADVERTISEMENT FOR BID: The advertisement for bid will be posted on:

Wednesday August 24, 2022, in The Times-News.

BID DOCUMENT LOCATION: The bid documents can be found at Idaho Transportation Departments Digital Plan Room at the following address HTTP://ITD.Idaho.gov/business/ “Facility Bids” Tab. All bid documents including project manual, project documents, and addendums will be posted to this plan room under the project name & number. Bid results will be posted to this location as well. 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.

ORAL INFORMATION: Questions concerning a bid must be directed in writing to the designated Design Professional (architect or engineer) no less than ten (10) calendar days before bids are due unless provided
otherwise via an addendum. Oral information is not binding and any reliance by a bidder on any oral information or representation is at the bidder’s sole risk. Any information given a prospective bidder in response to a written question will be provided to all prospective bidders by an addendum, if such information is necessary for purposes of submitting a bid or if failure to give such information would be prejudicial to uninformed bidders.

**PUBLIC RECORDS:** The Idaho Public Records Law, Title 74, Chapter 1, Idaho Code, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used or retained by a State or local agency regardless of the physical form or character. Unless exempted by the Public Records Law, your bid will be a public record subject to disclosure under the Public Records Law. Any questions regarding the applicability of the Public Records Law should be addressed to your legal counsel prior to submission.

**FORM OF AGREEMENT:** Unless otherwise specified in the bid documents, the agreement between the successful bidder and the Owner (“State of Idaho”) shall be the Idaho Transportation Department’s Fixed Price Construction Contract between Owner and Contractor.

**PRE-BID CONFERENCE:** An on-site pre-bid conference will be provided on Wednesday, September 7, 2022, at 11:00 am (local time) for site review, questions, and answers about the project. Attendance is not mandatory, but strongly encouraged for bidders to understand the site and scope of the project. Failure to account for all subjects observed and discussed at the pre-bid meeting will not be a cause for a change order. If a bidder cannot attend the pre-bid conference it is encouraged to visit the site on their own time to get firsthand knowledge of the existing field conditions, topography, and constraints. The site is open to the public. The bid documents are meant to show the project intent and are not meant to be a comprehensive representation of the existing site conditions and application of design intent.

**PERFORMANCE AND PAYMENT BONDS:** A performance bond and payment bond are required for this Project, each in an amount of not less than one hundred percent (100%) of the Contract Price. The performance and payment bonds shall be AIA Document A312, 1984 or the most recent Edition, or a standard surety form certified approved to be the same as the AIA A312 form and shall be executed by a surety or sureties reasonably acceptable to the Owner and authorized to do business in the State of Idaho. Bonds must be provided within ten (10) calendar days following receipt of a Notice of Intent to Award.

**BID SUBMISSION PROCESS**

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

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

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

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

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

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

BID FORM: Bids must be submitted on the bid proposal forms, or copies of forms, furnished by the Owner or the design professional. Bids submitted must contain all original signatures in ink on the following forms:

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

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

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

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

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

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

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

Idaho Transportation Department
Megan Vaudrin/Facility Management
11331 W Chinden Blvd.,
Bld. 8, Boise, Idaho 83714
It is the bidder’s responsibility to ensure that its bid is delivered to the place designated for receipt on or before the specified closing time. The Owner assumes no responsibility for delays in the delivery of mail by the U.S. Post Office or private couriers. Bidders should be advised the intra-state mail system may increase delivery time from arrival at Central Postal to the place designated for receipt and should plan accordingly. **LATE SUBMISSIONS WILL BE REJECTED, WILL NOT BE OPENED AND WILL BE RETURNED TO THE BIDDER. NO DEVIATIONS WILL BE ALLOWED.**

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

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

**ILLEGAL ALIENS:** Bidder shall warrant that the bidder does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; bidder shall take steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties and/or termination of any Contract resulting from this bid.

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

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

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

**IDAHO PREFERENCE LAW:** Section 67-2348, Idaho Code, requires the 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, the Idaho Transportation Department must apply the preference law (percentage amount) of that domiciliary state to that Contractor’s bid.

**BID SECURITY**

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

**FORFEITURE:** A successful bidder who fails to sign the Contract for the Work or furnish the required bonds within ten (10) calendar days following the receipt of notice of intent to award a Contract is subject to forfeiture in accordance with Section 54-1904E, Idaho Code.
RETENTION OF SECURITY: Bid security shall be retained for no more than forty-five (45) calendar days after the opening of bids, so long as the bidder has not been notified of the acceptance of the bid.

BID WITHDRAWAL

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

BID MODIFICATION

PRIOR TO BID CLOSING: If a bid has been submitted, it may be modified by the submission of a written document contained in a separate sealed envelope marked "Bid Modification from [Name of Bidder] for ITD Project No: FM42313, Hagerman Rest Area Well Pumping System." THE DOCUMENT MODIFYING THE BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE SUBMITTING BIDDER. THE IDAHO TRANSPORTATION DEPARTMENT RESERVES THE RIGHT TO REQUIRE PRESENTATION OF EVIDENCE SATISFACTORY TO IT TO ESTABLISH THE AUTHORITY TO ACT ON BEHALF OF THE SUBMITTING BIDDER. NO OTHER FORM OF MODIFICATION (INCLUDING TELEPHONE, FACSIMILE OR ELECTRONIC MAIL) WILL BE ACCEPTED. AFTER BID CLOSING, NO BID MAY BE MODIFIED EXCEPT IN STRICT ACCORDANCE WITH THESE INSTRUCTIONS OR APPLICABLE LAW.

RELIEF FROM BIDS

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

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

BIDDER’S REPRESENTATIONS

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

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

4. It has satisfied itself as to character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner as well as from the drawings and specifications provided as part of the bid package, and that any failure of the bidder to take such actions will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work;

5. It has received, read and reviewed the Contract, has submitted any questions in writing regarding the same and has received an answer to such questions;

6. Its bid is based upon the requirements of the Contract without exception;

7. It is in compliance with Title 72, Chapter 17, Idaho Code, regarding a drug-free workplace and has included the required affidavit regarding the same;

8. Its bid is in compliance with employment of persons authorized to work in the United States;

9. It will retain bid security and hold and honor all base bid prices for forty-five (45) calendar days from the date of bid opening, and cannot be withdrawn after the bid opening;

10. Its bid prices shown for each item on the bid proposal form include all labor, material, equipment, overhead and compensation to complete all of the Work for that item; and

11. It has included in its bid amount Idaho sales and/or use taxes on all materials and equipment and all other taxes imposed by law.

BID AWARD

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

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

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

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

PRIOR ACCEPTANCE OF DEFECTIVE BIDS OR PROPOSALS: The Owner generally will not completely review or analyze bids that appear to fail to comply with the requirements of the bid documents, nor will the Owner generally investigate the references or qualifications of those who submit such bids. Therefore, any acknowledgment that the selection is complete shall not operate as a representation by the Owner that an unsuccessful bid was responsive, complete, sufficient or lawful in any respect.
POST-AWARD SUBMITTALS: Upon receipt of a Notice of Intent to Award, the apparent low responsive and responsible bidder shall provide documentation required in such Notice. Such Notice of Intent to Award shall generally require the bidder to return to the Owner, within ten (10) days of receipt, a signed Contract, all required bonds, proof of insurance and documentation required by the Idaho State Tax Commission (report and affidavit).

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

BUILDING PERMIT

BUILDING PERMIT FEE: 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 Division of Building Safety (DBS). The owner has submitted the project to DBS and the plan check fee has been paid. It is the contractor’s responsibility to include the cost in the bid to pick up and pay for all building permit fees, including, building, electrical, and site disturbance.

PROPERTY INSURANCE

“ALL RISK” BUILDERS INSURANCE: The contractor shall include in their bid costs a Builders “All-risk” Insurance policy. The policy is to be held by the General Contractor with the owner and the property listed as additionally insured. The policy shall be in place for the duration of the project.

MATERIAL COST INCREASE & MATERIAL SCHEDULE DELAYS

MATERIAL DELAYS: Delays as a result of unavoidable production or delivery times shall be cause for contract time extensions. Contract price will not be adjusted because of delayed material delivery. To extend the contract time, contractor shall submit documentation from the manufacture as proof of material lead times. Such documentation shall include but not be limited to, order receipt & confirmation with date, confirmation of shipment date, receipt of material receival.

MATERIAL PRICES: Material price increases because of unavoidable vendor supply cost increases shall be cause for contract amount increases. Contractor must prove to the owner that a material price had increased out of their control between the time of bid and the time of ordering the material. Evidence of such increases must be submitted to the owner and shall 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.

END OF INSTRUCTIONS
BID SCHEDULE OF ITEMS AND PRICES
HAGERMAN REST AREA
PUBLIC WATER SYSTEM WELL

The Bidder proposes the following schedule of prices for drilling, construction, development, and testing of a public water system well at the Hagerman Rest Area for the Idaho Transportation Department in accordance with the well specifications. The quantities of work or material stated in unit price items of the bid are supplied only to give an indication of the general scope of the work. Payment for materials and labor will be based on actual quantities furnished, installed, or constructed in accordance with the prices bid for unit price items. The bidder is solely responsible for completing all spaces below. The bidder is responsible for the inclusion of all overhead, taxes, and profit costs within each item submitted.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization and demobilization</td>
<td>1</td>
<td>lump sum</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>2</td>
<td>Drill min 10-inch borehole</td>
<td>100</td>
<td>linear foot</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>3</td>
<td>Furnish and install 6-inch steel casing</td>
<td>103</td>
<td>linear foot</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>4</td>
<td>Furnish and install annular well seal</td>
<td>100</td>
<td>linear foot</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>5</td>
<td>Drill nominal 6-inch borehole</td>
<td>50</td>
<td>linear foot</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>6</td>
<td>Furnish and install 4.5-inch PVC liner</td>
<td>95</td>
<td>linear foot</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>7</td>
<td>Furnish and install 4.5-inch slotted PVC well screen</td>
<td>50</td>
<td>linear foot</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>8</td>
<td>Furnish and install filter pack</td>
<td>70</td>
<td>linear foot</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>9</td>
<td>Well development</td>
<td>16</td>
<td>hours</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>10</td>
<td>Furnish, install, and remove test pump and related equipment</td>
<td>1</td>
<td>lump sum</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Hours</td>
<td>Price</td>
<td>Price</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-----------------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Test pumping</td>
<td>8</td>
<td>$__________</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Rig time</td>
<td>2</td>
<td>$__________</td>
<td>$__________</td>
<td></td>
</tr>
</tbody>
</table>

**Bid Total**  
$__________

Submitted by: __________________________________________________________

Signature

________________________________________________________

Title

________________________________________________________

Company

________________________________________________________

Address

Idaho Well Contractors License  
Telephone Number

Date

Anticipated Date of Mobilization: ____________________________________________
TO: STATE OF IDAHO

IDAHO TRANSPORTATION DEPARTMENT

To Whom it May Concern:

The Bidder, in compliance with your Invitation for Bids for the construction of FM42313, Hagerman Rest Area Well Pumping System having examined the bidding and Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to provide the service and insurance in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents.

Bidder hereby agrees to commence Work under this Contract on a date to be specified in the written "Notice to Proceed" of the Owner and to substantially complete the Project within 90 consecutive calendar days thereafter, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $500.00 for each consecutive calendar day after the established substantial completion date or adjusted date as established by change order.

Bidder acknowledges receipt of Addenda No. ______________________.

(List all Addenda)

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

___________________________________________________________ Dollars ($_______________)

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

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

The bidder agrees that this bid shall be good for a period of forty-five (45) calendar days after the scheduled opening time for receiving bids.

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

The bid security in the amount of five percent (5%) of the bid amount is to become the property of the Owner, in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.
If applicable, the names and addresses of the entities who will perform the Work identified below, subject to approval of Owner and Architect, if Undersigned is awarded the Contract, are as follows:

**Plumbing (PWCL Category 15400)**

(Name) __________________________________________________________________________

(Address) _________________________________________________________________________

Idaho Public Works Contractors License No. __________________________________________

Idaho Plumbing Contractors License No. ____________________________________________

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

(Name) __________________________________________________________________________

(Address) _________________________________________________________________________

Idaho Public Works Contractors License No. __________________________________________

Idaho HVAC Contractors License No. _________________________________________________

**Electrical (PWCL Category 16000)**

(Name) __________________________________________________________________________

(Address) _________________________________________________________________________

Idaho Public Works Contractors License No. __________________________________________

Idaho Electrical Contractors License No. _____________________________________________

FAILURE TO NAME A PROPERLY LICENSED SUBCONTRACTOR IN EACH OF THE ABOVE CATEGORIES WILL RENDER THE BID UNRESPONSIVE AND VOID.
Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to the Fixed Price Construction Contract.

The undersigned notifies that it is of this date duly licensed as an Idaho Public Works Contractor and further that it possesses Idaho Public Works Contractor’s License No. __________________________, and is domiciled in the State of __________________________.

Dated this ________ day of_____________,_______.
(date) (month) (year)

Respectfully submitted by:

__________________________________________
(Contractor’s Name- Typed)

SEAL
(Seal - if bid is by a corporation)

__________________________________________
(Street or PO 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 a certified or cashier’s check), Contractor’s Affidavit Concerning Alcohol and Drug-Free Workplace and a signed copy of the Bidder’s Acknowledgment Statement with your bid?
CONTRACTOR’S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF ________________________
COUNTY OF ________________________

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

_______________________________
Name of Contractor

_______________________________
Address

_______________________________
City and State

By: ________________________________
   (Signature)

Subscribed and sworn to before me this _________________ day of __________________, ______________.

_______________________________
NOTARY PUBLIC
Residing at: ________________________________
Commission expires: ________________________________

FAILURE TO EXECUTE THIS AFFIDAVIT AND SUBMIT IT ALONG WITH YOUR BID SHALL MAKE YOUR BID NON-RESPONSIVE.
BIDDER’S ACKNOWLEDGMENT 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.

Project number: FM42313, Hagerman Rest Area Well Pumping System

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

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

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

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

- The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.11 of the Fixed Price Construction Contract between Owner and Contractor.

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

  2. The Contractor will determine the amount of overhead and profit to be apportioned between the Contractor and its subcontractor of allowable amounts of overhead, profit, bonds and insurance.

- The Contractor agrees that Change Orders are governed by the Fixed Price Construction Contract between Owner and Contractor General Conditions of the Contract for Construction including as follows:

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

  2. Any Change Order fully executed by the Owner, Contractor, and Design Professional, including but not limited to, a Change Order arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including but not limited to, all direct and consequential costs associated with such change and any and all adjustments to the Contract Price and Contract Time. In the event a Change Order increases the Contract Price, the Contractor shall include the Work covered by such Change Order in the Application for Payment as if such Work was originally part of the Project and Contract Documents.
• **Certification Concerning Boycott of Israel.** Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract, engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

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

I, _________________________________________________, being duly authorized to bind the (type or print name of individual)

bidder, ____________________________________________, does hereby certify that I have fully read (type or print name of company)

and understand this document and that it highlights certain parts of the Contract that will be entered between the parties and that will govern this Project.

Authorized Signature: ________________________________

Title: ______________________________________________

Date: ______________________________________________

*END OF BIDDER’S ACKNOWLEDGMENT STATEMENT*
IDAHO TRANSPORTATION DEPARTMENT
FIXED PRICE CONSTRUCTION CONTRACT
BETWEEN OWNER AND CONTRACTOR

ITD PROJECT NO. FM42313
Hagerman Rest Area
Well Pumping System
Idaho Transportation Department
US-30, MP 184.4
Hagerman, ID
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CONTRACT DOCUMENTS</td>
</tr>
<tr>
<td>2</td>
<td>REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR</td>
</tr>
<tr>
<td>3</td>
<td>INTENT AND INTERPRETATION</td>
</tr>
<tr>
<td>4</td>
<td>OWNERSHIP OF DOCUMENTS</td>
</tr>
<tr>
<td>5</td>
<td>CONTRACTOR'S PERFORMANCE</td>
</tr>
<tr>
<td>6</td>
<td>TIME FOR CONTRACTOR'S PERFORMANCE</td>
</tr>
<tr>
<td>7</td>
<td>FIXED PRICE AND CONTRACT PAYMENTS</td>
</tr>
<tr>
<td>8</td>
<td>INFORMATION AND MATERIAL SUPPLIED BY THE OWNER</td>
</tr>
<tr>
<td>9</td>
<td>STOP WORK ORDER</td>
</tr>
<tr>
<td>10</td>
<td>DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR</td>
</tr>
<tr>
<td>11</td>
<td>INDEMNITY</td>
</tr>
<tr>
<td>12</td>
<td>THE DESIGN PROFESSIONAL</td>
</tr>
<tr>
<td>13</td>
<td>CLAIMS</td>
</tr>
<tr>
<td>14</td>
<td>RESOLUTION OF CLAIMS</td>
</tr>
<tr>
<td>15</td>
<td>SUBCONTRACTORS</td>
</tr>
<tr>
<td>16</td>
<td>CHANGES IN THE WORK</td>
</tr>
<tr>
<td>17</td>
<td>DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK</td>
</tr>
<tr>
<td>18</td>
<td>TERMINATION BY THE CONTRACTOR</td>
</tr>
<tr>
<td>19</td>
<td>OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE</td>
</tr>
<tr>
<td>20</td>
<td>TERMINATION BY THE OWNER</td>
</tr>
<tr>
<td>21</td>
<td>CONTRACTOR'S LIABILITY INSURANCE</td>
</tr>
<tr>
<td>22</td>
<td>OWNER'S LIABILITY INSURANCE</td>
</tr>
<tr>
<td>23</td>
<td>PROPERTY INSURANCE</td>
</tr>
<tr>
<td>24</td>
<td>PERFORMANCE AND PAYMENT BONDS</td>
</tr>
<tr>
<td>25</td>
<td>PROJECT RECORDS</td>
</tr>
<tr>
<td>26</td>
<td>MISCELLANEOUS PROVISIONS</td>
</tr>
<tr>
<td>27</td>
<td>EQUAL OPPORTUNITY</td>
</tr>
<tr>
<td>28</td>
<td>SUCCESSORS AND ASSIGNS</td>
</tr>
<tr>
<td>29</td>
<td>SEVERABILITY</td>
</tr>
<tr>
<td>30</td>
<td>MEDIATION</td>
</tr>
<tr>
<td>31</td>
<td>WAIVER OF CONSEQUENTIAL DAMAGES</td>
</tr>
</tbody>
</table>
EXHIBITS

A PROJECT IDENTIFICATION, ADDENDA, CONTRACT AMOUNT, CONTRACT TIME, ACCEPTED ALTERNATES, LIQUIDATED DAMAGES
B ADDRESSES AND REPRESENTATIVES (INCLUDING LIMITATIONS)
C LIST OF DRAWINGS AND SPECIFICATIONS
D CONTRACTOR’S AFFIDAVIT CONCERNING TAXES
E NAMED SUBCONTRACTORS
F NOTICE TO PROCEED
G REQUEST FOR TAX RELEASE
H RELEASE OF CLAIMS
J CONDITIONS PRECEDENT TO FINAL PAYMENT
K TRAINING CONFIRMATION SIGN IN SHEET
L PROJECT FINALIZATION AND START-UP
fixed price construction contract
between owner and contractor

this fixed price construction contract between owner and contractor (the “contract”) is by and between the state of idaho, idaho transportation department (“itd” or the “owner”) and (insert name of contractor) (the “contractor”) and is for the construction of the project (the “project”) identified as itd project no. fm42313, as more fully described in exhibit a, and incorporated herein by reference. this contract shall be effective on day of month, 2022, when executed by both parties.

in consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the owner and the contractor agree:

article 1
contract documents

1.1 the contract documents consist of this contract, the drawings and specifications for the project (the “drawings and specifications”) identified in exhibit c and any addenda thereto issued prior to execution of this contract, written amendments signed by both the owner and the contractor, change orders signed by both the owner and the contractor, construction change directives and any written orders by the design professional for minor changes in the work (the “contract documents”). documents not included or expressly contemplated in this article 1 do not, and shall not, form any part of the contract documents.

1.2 the term “work” means the construction and services required by the contract documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the contractor to fulfill the contractor’s obligations.

article 2
representations and warranties of the contractor

in order to induce the owner to execute this contract and recognizing that the owner is relying thereon, the contractor, by executing this contract, makes the following express representations to the owner:

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

2.2 the contractor has become familiar with the project site and the local conditions under which the project is to be constructed and operated particularly in correlation to the requirements of the contract.

2.3 the contractor has received, reviewed, compared, studied and carefully examined all of the documents which make up the contract documents, including the drawings and specifications, and any addenda, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. such review, comparison, study and examination shall be a warranty that the contractor believes that the documents are complete and the project is buildable as described except as reported.
2.4 The Contractor warrants that the Contract Time is a reasonable period for performing the Work.

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

a. Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

ARTICLE 3
INTENT AND INTERPRETATION

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

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

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

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

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

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

3.6 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure,
refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

3.7 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings and other submittals, and shall give timely written notice to the Owner and the Design Professional of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.

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

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

ARTICLE 4
OWNERSHIP OF DOCUMENTS

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

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

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

ARTICLE 5
CONTRACTOR'S PERFORMANCE

The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, including the following:

5.1 Construction of the Project.

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

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

ARTICLE 6
TIME FOR CONTRACTOR’S PERFORMANCE

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

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

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

6.4 Any request by the Contractor for an extension of the Contract Time must be made in accordance with, and is subject to, Article 13 and Article 14 related to Claims.

6.5 The Owner shall have no liability of any kind to the Contractor if a schedule or other document submitted by the Contractor shows an intention to complete the Work prior to the scheduled completion date and for any reason other than Owner caused delay, the Contractor is not able to achieve such early completion.
ARTICLE 7
FIXED PRICE AND CONTRACT PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.8 The Owner shall have and be entitled to the right to refuse to make any payment, including by reducing payment under any Contractor’s Request for Payment, and, if necessary, may demand the return of a portion or all of an amount previously paid to the Contractor for reasons that include the following:
.1 The quality of the Contractor's work, in whole or part, is not in strict accordance with the requirements of this Contract or identified defective work, including punch list work, is not remedied as required by the Contract Documents;

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

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

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

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

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

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

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

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

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

7.9 If the Owner, without cause, fails to pay the Contractor any amounts due and payable thirty (30) days after those amounts are due pursuant to Paragraph 7.4, the Contractor shall have the right to cease the Work until receipt of proper payment. Contractor must first provide written notice to the Owner of the Contractor's intent to cease the Work ten (10) days prior to stopping the Work under this Paragraph. If any amounts remain unpaid after fifty-one (51) days after the Design Professional approves the Contractor's Request for Payment under Paragraph 7.4, interest at the rate of four percent (4%) per annum shall accrue on those unpaid amounts.

7.10 When Contractor considers Substantial Completion has been achieved, the Contractor shall notify the Owner and the Design Professional in writing and shall furnish to the Design Professional a listing of those matters yet to be finished. The Design Professional will thereupon conduct an inspection to confirm that the Work is, in fact, substantially complete. Upon its confirmation that the Contractor's work is substantially complete, the Design Professional will so notify the Owner and Contractor in writing and will therein set forth the date of Substantial Completion. The Owner and the Contractor must accept the date of Substantial Completion in writing. Guarantees and warranties required by this Contract shall commence on the date of Substantial Completion. At the Contractor's Request for Payment following Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to ninety-five percent (95%) of the Fixed Price Contract Amount, less any liquidated damages, less the reasonable costs as determined by the Design Professional for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or potential claims. If the Design Professional determines that the Contractor
has made or is making satisfactory progress on any uncompleted portions of the Work, the Owner may, at its discretion, release a portion of the retainage to the Contractor prior to the actual final completion of the conditions set forth in Paragraph 7.13. It is the intent of the parties that the Project will be accepted only in total (at Substantial Completion and final completion) and not in phases unless provided for in Exhibit A. Any acceptance other than in total shall require written agreement of Owner and Design Professional.

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

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

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

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

.2 A release by the Contractor of all Claims it has or might have against the Owner or the Owner’s property (DPW’s form, Exhibit H);

.3 Contractor’s Affidavit of Debts and Claims (AIA Document G706);

.4 Consent of Surety to final payment (AIA Document G707);

.5 Confirmation of all required training, product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor; and


7.14 The Owner shall, subject to its rights set forth in this Contract, make final payment of all sums due the Contractor within thirty (30) days of the Design Professional’s execution of a final approval for payment and receipt of documentation required by Paragraph 7.13, whichever is received later.
ARTICLE 8
INFORMATION AND MATERIAL SUPPLIED BY THE OWNER

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

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

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

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

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

ARTICLE 9
STOP WORK ORDER

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

9.2 Any order to stop the Work issued pursuant to Paragraph 9.1 shall not be used to justify any Claim by the Contractor for additional time or money.
ARTICLE 10
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.17 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment.

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

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

ARTICLE 11
INDEMNITY

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

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

11.3 In claims against any person or entity indemnified under this Article by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**ARTICLE 12**

**THE DESIGN PROFESSIONAL**

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

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

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

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

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

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

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

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

12.8 The Design Professional shall, upon written request from the Contractor, perform Substantial Completion and final completion inspections contemplated by Article 6.
12.9 The Design Professional may require the Contractor to make changes which do not involve a change in the Fixed Price Contract Amount or in the Contract Time consistent with the intent of this Contract. Such changes shall be given to the Contractor in writing under signature of the Design Professional, with a copy to the Owner, and may be in the form of a supplemental instruction.

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

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

ARTICLE 13
CLAIMS

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

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

1. The Claim must be in writing;

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

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

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

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

6. The Claim must refer to the provision(s) of the Contract Documents that the Contractor or Owner asserts support the Claim;

7. The Contractor or Owner must provide all documentation or other information to substantiate the Claim; and

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

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

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

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

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

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

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

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

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

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

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

.2 The Contractor has been delayed in its performance by unusually severe weather that could not reasonably have been anticipated or by another event not within its reasonable control;

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

ARTICLE 14
RESOLUTION OF CLAIMS

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

14.2 No later than seven (7) days from receipt of the Claim by the Design Professional, it shall:
   .1 Make a written request to the Contractor or Owner for more data to support the Claim;
   .2 Attempt to facilitate resolution of the Claim through informal negotiations; or
   .3 If the Claim is by the Contractor, make a written recommendation to the Owner, with a copy to the Contractor, that the Owner reject or approve all or part of the Claim and state the reasons for the Design Professional’s recommendation. If the Claim is by the Owner, make a written recommendation to the Contractor, with a copy to the Owner, that the Contractor reject or approve all or part of the Claim and state the reasons for the Design Professional’s recommendation.

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

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

14.5 No later than fourteen (14) days after receipt by the Owner of the Design Professional’s recommendation regarding the Contractor’s Claim, the Owner shall, in writing, notify the Contractor and the Design Professional of its decision regarding the Claim. No later than fourteen (14) days after receipt by the Contractor of the Design Professional’s recommendation regarding the Owner’s Claim, the Contractor shall, in writing, notify the Owner and the Design Professional of its decision regarding the Claim.

14.6 The Owner’s decision regarding the Contractor’s Claim is binding on the Owner and the Contractor but is subject to mediation in accordance with this Contract, and the Contractor’s decision regarding the Owner’s Claim is binding on the Owner and the Contractor but is subject to mediation in accordance with this Contract.

ARTICLE 15
SUBCONTRACTORS

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

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

ARTICLE 16
CHANGES IN THE WORK

16.1 General

.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article and elsewhere in the Contract Documents; and

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

16.2 Change Orders

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

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

.3 The amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.11;

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

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

16.3 Construction Change Directive (CCD)

.1 A "Construction Change Directive" is a written order prepared by the Design Professional and signed by the Owner and Design Professional directing a change in the Work prior to agreement on adjustment, if any, in the Fixed Price Contract Amount or Contract Time or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, the Fixed Price Contract Amount and Contract Time being adjusted accordingly;

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

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

.4 If the Construction Change Directive provides for an adjustment to the Fixed Price Contract Amount, the adjustment shall be based on one (1) of the following methods:

   .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
   .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
   .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
   .4 As provided in subparagraph 16.3.7;

.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Design Professional in writing within forty-eight (48) hours of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Fixed Price Contract Amount or Contract Time;

.6 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Fixed Price Contract Amount and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be incorporated into a future Change Order;

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

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

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

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

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

.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Fixed Price Contract Amount shall be for the actual net cost of the decrease, confirmed by the Design Professional. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change;

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

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

16.4 The Design Professional will have authority to order minor changes in the Work not involving adjustment in the Fixed Price Contract Amount or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

**ARTICLE 17**

**DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK**

17.1 If the Contractor covers, conceals or obscures its Work in violation of this Contract or in violation of a directive or request from the Owner or the Design Professional, such Work shall be uncovered and displayed for the Owner's or Design Professional's inspection upon request and shall be reworked at no cost in time or money to the Owner.
17.2 If any of the Work is covered, concealed or obscured in a manner not addressed by Paragraph 17.1, it shall, if directed by the Owner or the Design Professional, be uncovered and displayed for the Owner's or Design Professional's inspection. If the uncovered Work conforms strictly with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such Work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor.

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

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

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

**ARTICLE 18**

**TERMINATION BY THE CONTRACTOR**

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

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

2. An act of government, such as a declaration of national emergency, which requires all Work to be stopped.

18.2 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract pursuant to Paragraph 20.3.

**ARTICLE 19**

**OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE**

19.1 The Owner may, at any time and without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. If the Owner directs any such suspension, the Contractor must immediately comply with same.
19.2 In the event the Owner directs a suspension of performance under this Article, and such suspension is through no fault of the Contractor, the Fixed Price Contract Amount and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay or interruption to cover the Contractor's reasonable costs, actually incurred and paid, of:

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

19.3 The adjustment of the Fixed Price Contract Amount shall include an amount for a reasonable profit. The adjustment of the Fixed Price Contract Amount shall not include any amount not otherwise allowed under this Contract, including any limitations applicable to Claims. The Contractor shall provide supporting documentation related to any increase upon request of the Owner. No adjustment shall be made to the extent:

.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
.2 That an equitable adjustment is made or denied under another provision of the Contract.

ARTICLE 20
TERMINATION BY THE OWNER

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

20.1 If the Contractor does not perform the Work, or any part thereof, in accordance with the Contract Documents, or in a timely manner; does not supply adequate labor, supervisory personnel, or proper equipment or materials; fails to pay subcontractors; fails to timely discharge its obligations for labor, equipment, and materials; proceeds to disobey applicable law; or otherwise breaches this Contract, then the Owner, in addition to any other rights it may have against the Contractor, may terminate the Contract and assume control of the Project site and of all materials and equipment at the site and may complete the Work. In such case, the Contractor shall not be paid further until the Work is complete. Upon such Termination, the Owner may, subject to any superior rights of the Surety, take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor; accept assignment of those subcontracts conditionally assigned under Paragraph 15.2; and finish the Work by whatever reasonable method the Owner may deem expedient.

20.2 When the Owner terminates the Contract for cause as provided in Paragraph 20.1, the Contractor shall not be entitled to receive further payment until the Work is finished and shall only be entitled to payment for Work satisfactorily performed by the Contractor in accordance with the Contract Documents. If the costs of finishing the Work, including compensation for the Design Professional's services and expenses made necessary thereby, exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Paragraph 20.1 and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination under Paragraph 20.3 and the provisions of Paragraph 20.3 shall apply.
20.3 The Owner may, at any time and for any reason, terminate this Contract. The Owner shall give no less than seven (7) days’ written notice of such Termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such Termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor’s right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. When terminated pursuant to this section, the following shall apply:

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

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

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

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

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

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

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

ARTICLE 21
CONTRACTOR’S LIABILITY INSURANCE

21.1 The Contractor, subcontractor and sub-subcontractor shall purchase and maintain in full force and effect from a company or companies lawfully authorized to do business in the State of Idaho such insurance as will protect the Contractor, subcontractor and sub-subcontractor from claims set forth below which may arise out of or result from the Contractor's or subcontractor’s operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:
.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts which are applicable to the work to be performed;

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

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

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

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

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

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

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

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

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

.1 Workers' Compensation and Employer's Liability

(a) State Workers Compensation: Statutory

(b) Employer's Liability: $100,000 per Accident

$500,000 Disease, Policy Limit

$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 $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project location;

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

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

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

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

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

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

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

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

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

.1 General Aggregate shall be not less than $2,000,000; and

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

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

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

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

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

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

ARTICLE 22
OWNER’S LIABILITY INSURANCE

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

ARTICLE 23
PROPERTY INSURANCE

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

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

23.3 If the property insurance requires deductibles, the Owner shall pay costs of such deductibles.

23.4 Boiler and Machinery Insurance. The Owner will purchase and maintain boiler and machinery insurance, which shall specifically cover such insured objects during installation and testing.

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

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

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

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

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

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

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

ARTICLE 24
PERFORMANCE AND PAYMENT BONDS

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

24.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
24.3 It is the Contractor's obligation to notify the Surety in the event of changes in the Contract Documents, which in the absence of notification might serve to discharge the Surety's obligations, duties or liability under bonds or the Contract.

ARTICLE 25
PROJECT RECORDS

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

ARTICLE 26
MISCELLANEOUS PROVISIONS

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

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

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

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

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

.3 That, in the event of its default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this Contract may withhold from any payment due it hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said Contractor is liable.
26.4 Before entering into a Contract, the Contractor shall be authorized to do business in the State of Idaho and shall submit a properly executed Contractor's Affidavit Concerning Taxes (Exhibit D).

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

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

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

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

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

ARTICLE 27
EQUAL OPPORTUNITY

The Contractor shall maintain policies of employment as follows:

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

27.2 The Contractor and the Contractor's subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age or national origin.
ARTICLE 28
SUCCESSORS AND ASSIGNS

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

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
MEDIATION

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

30.2 The parties agree that resolution of any dispute or disagreement without formal legal proceedings is to their mutual benefit and to the benefit of the Project.

30.3 The parties agree to make every reasonable attempt to resolve any issues or disputes informally. The parties further agree that prior to the institution by either of legal or equitable proceedings of any kind, and as a condition precedent thereto, any dispute between the Contractor and the Owner related to the Contract, including a dispute over the Owner’s decision regarding a Claim, shall be subject to mediation as follows:

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

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

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

.4 Unless the Owner and the Contractor agree to other rules for mediation, mediation shall be in accordance with the Construction Industry Rules of Arbitration and Mediation Procedures in effect at the time of the mediation;
.5 The parties shall share the mediator's fee and any filing fees equally; provided, however, that if a party makes a written request to the mediator without satisfying the requirements of this section and by doing so incurs any costs or fees, that party shall be solely responsible for the costs or fees;

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

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

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

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

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

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

ARTICLE 31
WAIVER OF CONSEQUENTIAL DAMAGES

31.1 The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

.1 Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation and for loss of management or employee productivity or of the services of such persons.

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

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

OWNER

State of Idaho
Idaho Transportation Department

Date Executed
By: Megan Vaudrin,
Facilities Management Contracting Officer

CONTRACTOR

(Contractor’s Name- Typed)

Date Executed
By: Signature

Printed Name
Title
EXHIBIT A

OWNER'S PROJECT IDENTIFICATION INFORMATION:

Hagerman Rest Area Well Pumping System
ITD Project No. FM42313
US-30, MP 184.4, Hagerman, ID

General Project Description: Drilling, construction, development, and testing of a public water system well at the Hagerman Rest Area located at US-30, MP 184.4, Hagerman, ID 83332 for the Idaho Transportation Department.

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

Addendum No. _ Dated _____________
Addendum No. _Dated _____________
Addendum No. _Dated _____________

FIXED PRICE CONTRACT AMOUNT AND ACCEPTED ALTERNATES:

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

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

TIME FOR PERFORMANCE AND LIQUIDATED DAMAGES:

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

B. The Contractor shall accomplish Substantial Completion as defined in Article 6 of the Contract within ninety (90) 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)

**INSERT NUMBER OF DOCUMENTS THAT WILL BE PROVIDED IN THE BLANK BELOW**

DRAWINGS AND SPECIFICATIONS

The Owner shall furnish the Contractor 1 sets of Drawings and Project Manuals.
EXHIBIT B

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

OWNER: State of Idaho Transportation Department
Tony Pirc, Facilities Manager
11331 W Chinden Blvd., Bld. 8
Boise, Idaho 83714
208-334-8600
tony.pirc@itd.idaho.gov

Contracting Officer: Idaho Transportation Department
Megan Vaudrin, Facilities Management Contracting Officer
11331 W Chinden Blvd., Bld. 8
Boise, Idaho 83714
208-334-8606
megan.vaudrin@itd.idaho.gov
May sign for Owner: Yes [ X ] No [ ]

Field Representative: Idaho Transportation Department
Shawn Webb, District 4 Field Representative
216 S Date St.
Shoshone, ID 83352
208-886-7805
shawn.webb@itd.idaho.gov
May sign for Owner: Yes [ ] No [ X ]

CONTRACTOR:
______________________________________________________________
(company name)
______________________________________________________________
(address)
______________________________________________________________
(city, state, zip)
______________________________________________________________
(telephone and FAX)
Public Works Contractors License No.
______________________________________________________________

Officer: ________________________________________________________
(name and title)
______________________________________________________________
(telephone)
______________________________________________________________
(E-mail)

Contractor’s Project Manager: ______________________________________
(name)
______________________________________________________________
(telephone and FAX)
______________________________________________________________
(E-mail)
May sign for Contractor: Yes [ ] No [ ]
Change Orders: up to: $______.00
Construction Change Authorizations: up to: $______.00

Contractor’s Superintendent: ______________________________________
(name)
______________________________________________________________
(telephone and FAX)
______________________________________________________________
(E-mail)
May sign for Contractor: Yes [ ] No [ ]
Construction Change Authorizations: up to $______.00

DESIGN

APPENDIX AP - 2
(FM42313)
(Hagerman Rest Area Well Pumping System)
**PROFESSIONAL:**

__________________________________________  (firm name)
__________________________________________  (address)
__________________________________________  (city, state and zip)
__________________________________________  (telephone)
__________________________________________  (FAX)

Professional's Project Manager:  

__________________________________________  (name)

Professional License No.  __________________________________________  (telephone)
__________________________________________  (FAX)
__________________________________________  (E-mail)

Professional’s Field Representative:  

__________________________________________  (name)

__________________________________________  (telephone)
__________________________________________  (FAX)
__________________________________________  (E-mail)

May sign for Design Professional:

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Reports</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change Order Proposal Requests</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Change Authorization:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Change Order</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design Professional’s Supplemental Instructions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interpretations of the Contract Documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor’s Request for Payment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acceptance of Substantial Completion</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acceptance of final completion</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
LIST OF DRAWINGS:

C001  Cover Sheet
C002  Design Criteria, General Notes & Site Plan
C500  Civil Details
M100  Mechanical Plan Photos

LIST OF SPECIFICATIONS:

Technical Specifications

  Part 1 – General Requirements
  Part 2 – Products
  Part 3 – Execution
  Part 4 – Measurement And Payment

Figure 1. Well Location Map
Figure 2. Well Conceptual Design
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.

Name of Contractor

Address

City and State

(SEAL)

By:

(Signature)

Subscribed and sworn to before me this _________________ day of _________________, ____________.

NOTARY PUBLIC
Residing at:
Commission expires: ____________________
EXHIBIT E

NAMED SUBCONTRACTORS:

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

Plumbing (PWCL Category 15400)
(Name) ____________________________________________
(Address) _________________________________________
Idaho Public Works Contractors License No. ____________________________
Idaho Plumbing Contractors License No. ________________________________

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

Electrical (PWCL Category 1600)
(Name) ____________________________________________
(Address) _________________________________________
Idaho Public Works Contractors License No. ____________________________
Idaho Electrical Contractors License No. ______________________________
EXHIBIT F

NOTICE TO PROCEED

TO CONTRACTOR:  

DPW NUMBER:

CONTRACT DATE
We:  

ARCHITECT:

CONTRACT AMOUNT:  

OWNER:  State of Idaho

DATE OF ISSUANCE:

DATE OF ISSUANCE:  $  

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

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

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

Your payment estimates must be submitted on Division of Public Works forms included herein. We will be most happy to assist you in preparing the payment estimate forms.

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

Sincerely,

PAT DONALDSON
ADMINISTRATOR

PD:pb

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

APPENDIX

(Hagerman Rest Area Well Pumping System)
EXHIBIT G
Idaho State Tax Commission
REQUEST FOR TAX RELEASE

Date: ______________________

PART I -- AWARDING AGENCY INFORMATION:

<table>
<thead>
<tr>
<th>Name of agency</th>
<th>Mailing address</th>
<th>City, state, and ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact name</th>
<th>Phone number</th>
<th>Email address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PART II -- CONTRACTOR INFORMATION:

<table>
<thead>
<tr>
<th>Name of contractor</th>
<th>Mailing address</th>
<th>City, state, and ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Federal EIN</th>
<th>Contact name</th>
<th>Phone number</th>
<th>Email address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of business</th>
<th>Mailing address</th>
<th>City, state, and ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Federal EIN</th>
<th>Contact name</th>
<th>Phone number</th>
<th>Email address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

NOTE: We will email all copies unless otherwise requested

PART IV -- PROJECT INFORMATION:

<table>
<thead>
<tr>
<th>Name of project</th>
<th>Location of project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Description of project

<table>
<thead>
<tr>
<th>Project number assigned by awarding agency</th>
<th>Project start date</th>
<th>Project completion date</th>
<th>Final/closing contract amount (includes all change orders)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>List Dollar Values of Materials</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

(TM BE COMPLETED FOR FINAL PAYMENT)

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

Dated ___________________________  Contractor _________________________________
EXHIBIT J

Conditions Precedent to Final Payment

Date: ____________________________

ITD Project No. ____________________________
Project Title: ____________________________
Location: ____________________________

Send to: Copy to:
State of Idaho Design Professional
Idaho Transportation Department ____________________________
11331 Chinden Blvd., Bldg 8 ____________________________
Boise, Idaho 83714 ____________________________

Contractor’s Responsibilities:

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

☐ Contractor’s Final Request for Payment Form has been provided;
☐ Release of Claims form has been 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 (DPW’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;
☐ ITD’s Letter of Completion/Final Inspection Sign-Off (as required);
☐ Project Finalization and Start Up has been provided (as required, Exhibit L);

________________________________________________________________
Contractor’s Signature       Date

Design Professional’s Approval for Payment:

☐ All Documents Required per Paragraph 7.13 of the Fixed Price Contract
☐ All Warranties, Guarantees, etc. have been received, approved and have been provided.
☐ Contractor’s As-Built Drawings, have been received, reviewed, approved.
☐ Final punch list with AE’s verification that all items have been completed, has been uploaded to OMS.

Record Drawings have been completed by AE. All required copies of the Record Documents and electronic media are attached and signed off as complete.

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

________________________________________________________________
Design Professional’s Signature      Date
# Training Confirmation Sign-In Sheet

DPW Project: _____________________________  Agency: ______________________________
Project Name: ___________________________  Project Location: _______________________
Field Representative: ______________________  Date & Time: ___________________________

<table>
<thead>
<tr>
<th>Name</th>
<th>Company</th>
<th>E-mail</th>
<th>Telephone</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

V:\Design and Construction\CONTRACT ADMINISTRATION\Close Out\Training Confirmation Sign In Sheet.xlsx
EXHIBIT L
PROJECT FINALIZATION AND START-UP

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

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

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

Agency’s Representative ___________________________ Contractor ___________________________

Signature ___________________________ Signature ___________________________

Date ___________________________ Date ___________________________
THIS PAGE LEFT INTENTIONALLY BLANK
PART 1 - GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall furnish all materials, labor, plant, equipment, tools, supplies, transportation, and appurtenances for drilling, constructing, developing, completing, and testing of one public water system well for the Idaho Transportation Department (the Owner) as specified herein and in accordance with the requirements of the Contract Documents.

B. Approximate depths of drilling and lengths of well casing, liners, and screens are to be used for the purpose of price estimation only. Exact depths and lengths may be adjusted by the Owner depending on subsurface conditions. Temporary casing shall be provided as needed to complete the well.

C. Work requirements for each well are summarized below. Each item is discussed in subsequent sections of the Specifications.

1. Mobilize to and demobilize from the work site
2. Drill minimum 10-inch diameter borehole to an anticipated depth of 100 feet through the surface sediments into a confining layer (i.e. solid basalt); utilize temporary surface casing as needed to stabilize the borehole
3. Furnish and install 6-inch diameter steel casing (0.280-inch wall thickness, minimum casing weight of 18.97 pounds per foot) to bottom of borehole
4. Furnish and install annular well seal from bottom of borehole to ground surface
5. Drill nominal 6-inch diameter borehole below surface casing to a target depth of 150 feet; utilize temporary casing as needed to stabilize the borehole
6. Furnish and install nominal 4.5-inch diameter (Schedule 40) PVC liner and slotted screen to bottom of borehole as directed by the Engineer
7. Furnish and install filter pack if directed by the Engineer, while withdrawing any temporary casing
8. Develop the well
9. Furnish, install, operate, and remove test pump
10. Disinfect well
D. All well construction work not specifically addressed in these specifications shall conform to IDAPA 58.01.08 Idaho Rules for Public Drinking Water Systems (Idaho Department of Environmental Quality), IDAPA 37.03.09 Minimum Well Construction Standards (Idaho Department of Water Resources), appropriate sections of “Recommended Standards for Water Works”, and AWWA A100 – Standards for Water Wells.

E. All materials used for well construction, including drilling fluids, shall be NSF Standard 61 or equivalent.

F. All casing, liner, screens, and materials shall be handled with care to avoid damage. The Contractor’s methods of loading, transporting, and unloading materials shall conform to manufacturer recommendations. Casing, liner, and screen shall be kept free from dirt and foreign matter. Foreign material, including manufacturer labels, shall be removed from pipe interior prior to installation.

1.02 BEGINNING AND COMPLETION OF WORK

A. The work schedule shall be in accordance with the Owner Contract Documents.

1.03 SERVICES FURNISHED BY THE OWNER

A. The Owner will provide land and rights-of-way for the Work specified in this contract. Provisions for access to the Work site will be provided by the Owner. The Contractor shall not enter on or occupy with laborers, tools, equipment, or material any ground outside the property and rights-of-way provided by the Owner unless stated otherwise by the Owner. Other contractors, employees, or agents of the Owner may enter the work site and premises used by the Contractor for business purposes.

B. The Owner (or Engineer as the Owner’s Representative) will participate in well testing, evaluation of drilling characteristics, sample examination, and will advise the Contractor on the final design placement of well casing, liner, surface seal, filter pack, and well screens. The Engineer shall be present during placement of the well seals and for test pumping.

C. The Contractor will obtain the drilling permit. The Contractor is responsible for all other applicable permits.
D. The Engineer shall submit all required construction, testing, and water quality data to the Idaho Department of Environmental Quality (IDEQ) following completion of testing activities.

1.04 WORK SITE

A. The well site is located at the Hagerman Rest Area, owned by the Idaho Transportation Department, along Highway 30 about 3 miles south of Hagerman in Gooding County. The legal description of the well site is in the SW ¼ of the SW ¼ of Section 36, T7S R13E. The well site will be staked by the Owner prior to Contractor mobilization.

1.05 DRILLING CONDITIONS

A. Local well driller’s reports describe surface sediments to a depth of approximately 100 feet in the vicinity of the proposed well site. These sediments are underlain by water-bearing broken basalt. Static water level is expected at a depth of approximately 30 feet. It is the Contractor's responsibility to make his own determination of subsurface conditions.

B. The Contractor shall be responsible for providing notification to utility owners prior to beginning Work, by requesting a facility locate through Digline (1-800-342-1585).

C. It is the Contractor’s responsibility to become informed about local conditions affecting this Work. Neither the information contained in these specifications, nor gleaned from the Owner, or their agents, shall act to relieve the Contractor from any responsibility set forth in the contract.

1.06 CONTRACTOR QUALIFICATION AND EQUIPMENT

A. The Contractor shall have at least five years of well drilling experience and shall have constructed at least 5 wells of comparable type. The Contractor is responsible for providing equipment capable of performing the Work specified.

B. Damages to the well or surrounding property by the Contractor’s equipment, leased or otherwise, shall be repaired or replaced at the Contractor’s expense.

C. The Contractor shall have equipment capable of air-lifting the well to a total depth of 500 feet.

1.07 SUBMITTALS
A. The Contractor shall provide submittals for all materials to the Engineer for review and approval prior to their use. The submittals shall be provided in an electronic format. Submittals shall be provided for casing, liner, well screen, centralizers, seal materials, filter pack materials, and drilling fluids and additives. All materials shall be new and unused.

1.08 CONTRACT DOCUMENTS

A. The form and detail of the various features of the Work are illustrated on the following drawings accompanying and made part of the Contract Documents:

- Figure 1 – Hagerman Rest Area Well Location Map
- Figure 2 – Hagerman Rest Area Well Conceptual Design

1.09 WATER, POWER, AND SITE IMPROVEMENTS

A. Water required for drilling purposes is not available on site. The Contractor must provide for the quantity and quality of water required at his own expense. Costs for pumps, water conveyance facilities, or transportation to the Work site shall be borne by the Contractor including all necessary pumps, piping and components. All water used for well construction purposes shall be of potable quality and adequately disinfected to prevent contamination of the well.

B. The Contractor shall provide, at his own expense, all necessary piping and components to transfer groundwater discharged during test pumping and development from the well site to a suitable disposal site approved by the Owner. Only clean groundwater free from sediment and any contaminants can be discharged to the disposal site. It is expected that clean groundwater can be discharged on the ground within 200 feet of the well site. A plan for water disposal must be provided by the Contractor and approved by the Engineer prior to commencing drilling. The Contractor shall not discharge water off-site without obtaining applicable permits.

C. The Contractor shall provide, at his own expense, all power required for his operations under the contract.

D. Preparation of the drill site and excavation or backfilling of mud pits, ditches, or settling ponds shall be the responsibility of the Contractor. The Contractor shall be responsible for protecting life and property from excavated mud pits and settling ponds and shall backfill pits as soon as drilling and testing operations are complete. Holes, pits, equipment, and chemicals shall be
safely stored and fenced per OSHA standards. All materials shall be stored where safe from
damage or contamination.

E. The Contractor shall provide, maintain, and be responsible for all Erosion and Sediment Control
(ESC) structures, practices, permits, and plans to meet all project, local, state, and federal
requirements for water quality and erosion and sediment control.

1.10 WORKING HOURS AND SAFETY

A. The Contractor shall work on this project in a steady and diligent manner. The Contractor shall,
during all work periods, provide an adequate crew of suitably qualified personnel to prevent
unnecessary delays in project completion. The Contractor may be required to provide 24-hour
per day maintenance of pumping and monitoring equipment during test pumping.

B. The Contractor is responsible for compliance with all applicable safety laws of any jurisdictional
agency and for safe working practices.

1.11 FINAL CLEANUP

A. The Contractor shall thoroughly clean the site after completion of the drilling, well construction,
and test pumping operations. All excess drilling fluids, debris, and other materials used during
these operations shall be removed and properly disposed (sanitary land fill or other approved
site) of by the Contractor. The Contractor shall remove and properly dispose of all drill cuttings
from the site, unless a disposal site is approved by the Owner.

B. Backfilled mud pits shall be compacted to 90 percent maximum dry density as determined by
Standard Proctor Test (ASTM 698-00).

C. The Contractor shall promptly remove his equipment, temporary facilities, and materials, and
leave the site in a condition acceptable to the Owner. The Contractor shall repair any damage
to the property or facilities caused by his operations prior to final acceptance of the Work by the
Owner.

PART 2 - PRODUCTS

2.01 CASING
A. **Temporary Surface Casing:** Temporary surface casing may be installed at the Contractor’s option. If utilized, temporary surface casing shall be removed during installation of the surface seal. Temporary casing may also be required to stabilize the borehole prior to installation of the liner.

B. **Well Casing:** The well, when completed, shall be cased with nominal 6-inch diameter mild steel casing from 2.5 feet above natural ground surface to a depth designated by the Engineer. The casing shall be new steel ASTM A-53 or equal with a minimum wall thickness of 0.280 inches and a minimum casing weight of 18.97 pounds per foot. The casing shall be equipped with centralizers at a spacing of no more than 60 feet.

C. **Liner:** A nominal 4.5-inch diameter PVC liner shall be installed in the well, from 5 feet below ground surface to depth designated by the Engineer. The liner shall be retrained joint integral bell, Schedule 40, Certa-Lok manufactured North American Pipe Corporation with a minimum I.D. of 4.379 inches and a maximum bell O.D. of 5.55 inches OR approved equal. The liner shall conform to ASTM F480 and ANSI/NSF Standard 61. The liner shall be specifically designed for use as water well casing and shall be stamped as such by the manufacturer. The liner shall be new and unused.

### 2.02 WELL SCREEN

A. Well screens shall be installed as directed by the Engineer. Well screens shall be nominal 4.5-inch diameter slotted PVC. The well screen shall be retrained joint integral bell, Schedule 40, Certa-Lok manufactured by North American Pipe Corporation with a minimum I.D. of 4.379 inches and a maximum bell O.D. of 5.55 inches OR approved equal. The slotted well screen shall conform to ASTM F480 and ANSI/NSF Standard 61. The screen shall be new and unused. The bottom of the PVC screen assembly shall be equipped with a PVC bottom.

B. The placement, length, diameter, and slot size of well screens will be determined following borehole drilling and evaluation of driller’s logs and drill cuttings.

### 2.03 CENTRALIZERS

A. Centralizers shall be provided on the well casing and liner at nominal 60-foot intervals and at each screen section. Centralizers shall be steel. Centralizers shall be welded to steel casing and attached to PVC liner using straps or other Engineer-approved devices. Centralizers shall be welded or otherwise attached at the top and bottom of the screen section.
2.04 FILTER PACK

A. If directed by the Engineer, a sand filter pack shall be placed around the well screen assembly. The filter pack shall be installed opposite the entire length of the screen assembly, and shall extend above the top screen a minimum of 20 feet (unless otherwise directed by the Engineer).

B. Sand filter pack shall consist of clean, well-rounded siliceous material with a uniformity coefficient of 2.5 or less, manufactured by Colorado Silica Sand, Inc., Colorado Springs, CO (or approved equal), and conforming to one of the following gradation specifications to be determined following analysis of drill cuttings.

<table>
<thead>
<tr>
<th>Filter Sand Specification</th>
<th>Gradation Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>20-40 Filter Sand</td>
<td>90-100% passing No. 20 sieve</td>
</tr>
<tr>
<td></td>
<td>90-100% retained on No. 40 sieve</td>
</tr>
<tr>
<td>16-30 Filter Sand</td>
<td>90-100% passing No. 16 sieve</td>
</tr>
<tr>
<td></td>
<td>90-100% retained on No. 30 sieve</td>
</tr>
<tr>
<td>10-20 Filter Sand</td>
<td>90-100% passing No.10 sieve</td>
</tr>
<tr>
<td></td>
<td>90-100% retained on No. 20 sieve</td>
</tr>
<tr>
<td>8-12 Filter Sand</td>
<td>90-100% passing No. 8 sieve</td>
</tr>
<tr>
<td></td>
<td>90-100% retained on No. 12 sieve</td>
</tr>
<tr>
<td>6-9 Filter Sand</td>
<td>90-100% passing No.6 sieve</td>
</tr>
<tr>
<td></td>
<td>90-100% retained on No. 9 sieve</td>
</tr>
</tbody>
</table>

2.05 WELL SEAL

A. The annulus outside the 6-inch diameter well surface casing shall be sealed with neat cement, bentonite chips, or cement-bentonite grout installed in a slow and continuous manner. Seal thickness shall meet the requirements of IDAPA 58.01.08.510.03.g.

B. Where neat cement is used, the mix shall contain no more than 6 gallons of water per 94 pounds of cement. Cement shall conform to AWWA Standard A-100. Mix water quality and quantity shall follow manufacturer specifications paying close attention to cement grind and water ratios, eliminating free water. Additives may be utilized to control fluid losses and shrinkage. The use of additives shall be approved by the Idaho Department of Environmental Quality and the Idaho Department of Water Resources.

C. Where cement-bentonite grout is used, the mix shall consist of 24 gallons of water, 94 pounds of cement, and 50 pounds of bentonite. In preparing the mix, the cement must be added first,
followed by the bentonite. The bentonite shall be specifically recommended by the manufacturer for use as a seal material in water wells. The cement-bentonite grout shall be approved by the Idaho Department of Water Resources (IDWR).

D. Bentonite chips used for the annular seal shall be specifically recommended by the manufacturer for use as a seal material in water wells. Bentonite chips shall be of sufficient size to accommodate proper placement for the existing subsurface conditions.

E. Bentonite chips may be used for the annular seal if an annular space of at least 2 inches greater than the O.D. of the casing is provided if the annular space is dry and the seal depth is less than 100 feet. If the annular space is dry and the seal depth is greater than 100 feet, then the annular space shall be 3 inches. An annular space 4 inches greater than the O.D. of the casing is required if the annular space contains water or drilling fluid.

PART 3 - EXECUTION

3.01 MOBILIZATION AND DEMOBILIZATION

A. Upon receiving the Notice to Proceed, the Contractor shall move in all tools, equipment, and supplies necessary for the Work, and upon completion of the Work, shall remove all such items from the premises promptly and leave the site in a clean and orderly fashion.

3.02 CONSTRUCTION SEQUENCE

A. The sequence of construction for this project is anticipated to consist of the following:

1. Mobilization

2. Drill minimum 10-inch diameter borehole to an anticipated depth of 100 feet through the surface sediments into a confining layer of solid basalt, installing temporary surface casing as needed to stabilize the borehole

3. Furnish and install 6-inch diameter steel casing to bottom of borehole

4. Install annular well seal from bottom of the 6-inch steel casing to ground surface while withdrawing any temporary casing
5. Drill nominal 6-inch diameter borehole below surface casing to a depth of 150 feet, installing temporary surface casing as needed to stabilize the borehole

6. Furnish and install nominal 4.5-inch diameter PVC liner and slotted screen to bottom of borehole as directed by the Engineer

7. Furnish and install filter pack if directed by the Engineer, while withdrawing any temporary casing

8. Develop the well by air-lifting, swabbing, or other methods as approved by the Engineer

9. Furnish and install the test pump and required appurtenances

10. Complete development of the well using the test pump

11. Conduct test pumping of the well as directed by the Engineer

12. Disinfect the well and provide temporary cap on the well casing

13. Clean site and demobilize

3.03 DRILLING

A. The drilling method shall be air or mud rotary through the surface sediments and air rotary in the basalt. The borehole shall be of sufficient diameter to meet IDAPA 58.01.08 for sealing of casing.

B. Drilling shall be performed in such a manner to ensure the structural integrity of the borehole and to circulate drill cuttings representative of the strata penetrated to the ground surface. Temporary casing shall be used as needed to stabilize the borehole. The Contractor shall install temporary casing as needed to stabilize the borehole (both 10-inch and nominal 6-inch diameter).

C. Any drilling fluid additives used shall be certified to NSF Standard 60 or 61.

D. The Contractor shall sample the borehole drill cuttings at every formation change and at a minimum of 5-foot intervals. These samples shall be saved and maintained on the job site in a clean dry area by the Contractor. All samples are to be submitted to the Owner or Engineer. The samples shall be of at least one-pint size, shall be kept in cloth sample bags or heavy-duty
“zip-lock” style plastic bags to be provided by the Contractor, and shall be clearly labeled to show the depth and well from which collected.

E. The Contractor shall maintain a daily drilling log of the well construction. Information that shall be listed on the drilling log includes: (1) drilling fluids and additives, including quantity of materials used; (2) drilling fluid properties, including weight and viscosity; (3) type and diameter of bits used for drilling and total footage for each bit; (4) any remarks or comments concerning the drilling characteristics of the borehole, including location and volumes of mud losses (if used), and (5) the depth and approximate yield (gpm) of all water-bearing zones encountered. The forms shall be kept on-site for inspection by the Owner.

F. During drilling, the Contractor shall provide a sediment trap or other means to contain cuttings and any drilling fluid used on site. Groundwater produced during drilling shall be free from sediment and any drilling fluid before being allowed to leave the well site.

G. All drilling fluids shall be disposed of in accordance with State and Federal regulations. Method and place of disposal shall be approved by the Owner. Costs incurred in connection with the disposal of drilling fluids and developed water will be borne by the Contractor.

H. Logs and records shall be kept by the Contractor’s drillers on forms suitable to the Owner, which shall indicate each shift worked; the general character, thickness, and type of material penetrated; and the type of all other Work performed, including the exact time spent on each item of Work. The logs and records shall be maintained at the time the Work is done. Copies of the logs shall be available for inspection by the Owner at all times. Copies of all logs shall be furnished to the Owner following completion of all operations. The Contractor shall submit a Well Driller’s Report to the Idaho Department of Water Resources.

I. Upon completion of drilling, the Owner and Engineer will have up to 48 hours to evaluate drill cuttings and the geologic log prior to developing a final well design. No rig time or stand-by time will be incurred while waiting to the final well design from the Owner, nor while subsequently waiting for delivery of casing, liner, screen, filter pack, or other materials.

3.04 PLUMBNESS AND ALIGNMENT

A. The Contractor shall construct the well sufficiently straight and plumb to permit free installation and operation of a test or production pump with nominal 4-inch bowls to a depth of 150 feet. The hole shall be drilled to the depth designated by the Owner or Engineer with a total deviation
of the casing not to exceed one degree per 200 feet of the well. The alignment will be considered satisfactory if the casing will permit the free lowering and raising of a dummy between land surface and the bottom of the well. The dummy shall be constructed of a 40-foot length of standard 4-inch diameter pipe. It shall be the responsibility of the Contractor to see that the well is being constructed straight and plumb within these limits at all times. Any indications of inadequate plumbness or alignment during drilling, casing, or pump setting operation shall be cause to require measurement of plumbness or alignment by a method acceptable to the Owner. No payment shall be made for tests of alignment; any such tests shall be considered subsidiary to other items in this contract.

B. If the well has unacceptable plumbness or alignment, the Contractor shall undertake remedial measures. Any alignment work required by the Contractor in re-drilling or straightening the well shall be at his sole expense. If a well is deemed unacceptable following remedial measures, then as much casing as can be removed from the well shall be salvaged by the Contractor. The well shall be abandoned in accordance with Idaho State regulations at the Contractor's expense. All payments associated with construction of the abandoned well shall be credited to construction of a replacement well.

3.05 INSTALLATION OF WELL CASINGS, LINERS, SCREENS, AND CENTRALIZERS

A. Individual lengths of steel casing shall be joined by welding performed by properly qualified operators following the manufacturer’s recommendations and in accordance with AWWA C206. Welds shall penetrate the full thickness of the casing wall for both permanent and temporary casing. There shall be a minimum of three (3) weld passes on pipe sizes 6-inches and greater. The standards of the American Welding Society, Structural Welding Code (AWS D1.1) shall apply for all welded joint casing and accessories. All welds shall conform to the latest revision of ANSI B31.1.

B. Weld Reinforcement: Weld reinforcement shall be as specified by the AWS code. Upon completion of welding, all weld splatter, flux, slag, and burrs left by attachments shall be removed. Welds shall be repaired to produce a workmanlike appearance, with uniform weld contours and dimensions.

C. Individual lengths of PVC liner and slotted well screen shall be installed per manufacturer guidelines and requirements.
D. When complete, the well casing shall extend a minimum of 30-inches above finished grade. The top of well casing shall be equipped with a watertight welded steel plate until the permanent pump is installed. The top of the PVC liner shall be 5 feet below finished grade to allow for installation of a pitless adapter on the steel surface casing.

E. Well screen shall be installed by placing in open borehole. Individual lengths of PVC screen shall be joined by threading or spline-lock. PVC screen shall be connected to the PVC liner by threading or spline-lock.

F. Centralizers shall be installed at intervals of no more than 60 feet. All centralizer groups shall be vertically aligned, one above the other in order to permit the passage of tremie pipes alongside the casing to the bottom of the borehole. Centralizer groups will be placed as follows:
   a. One group at the bottom end of the casing or liner (if installed in an open borehole).
   b. One group across the first joint.
   c. One group every 60 feet
   d. One group within 30 feet of the surface
   e. One group at the top and one group at the bottom of the screen interval

3.06 INSTALLATION OF FILTER PACK

A. If required by the Engineer, filter pack shall be installed by tremie pipe at a uniform rate in a manner that will prevent bridging and allow for adequate pack settling. The filter pack shall extend above the top of the screen by a minimum of 20 feet. The filter pack level shall be continuously monitored during placement to determine if bridging is occurring.

B. The Contractor shall insure that the filter pack material and water used for washing the filter pack through the tremie pipe are adequately disinfected with 100-ppm chlorine solution during installation, per ANSI/AWWA C654-87.

C. Any temporary casing shall be removed during placement of the filter pack.

D. Following installation, the pack shall be settled by swabbing or other means. If the filter pack settles, the Contractor shall add additional filter pack to return the top to the design depth.

3.07 INSTALLATION OF WELL SEAL
A. An annular well seal shall provide watertight construction to exclude surface contamination and to seal off formations that are, or may be, contaminated or yield undesirable water. The annular seal shall extend from the bottom of the 6-inch well casing to ground surface.

B. The borehole annulus outside the 6-inch well casing shall be sealed with bentonite chips, neat cement, or cement-bentonite grout. Temporary surface casing shall be removed during placement of the annular seal.

C. All permanent well casing shall be surrounded by a minimum of 1 ½ inches of neat cement or cement-bentonite grout, or by a minimum of 2 inches of bentonite chips if annular space is dry and the seal depth is less than a 100 feet, or by a minimum of 3 inches of bentonite chips if annular space is dry, or by a minimum of 4 inches of bentonite chips if annular space contains water.

D. Neat cement or cement-bentonite seal shall be installed by the tremie method. The neat cement or cement-bentonite grout shall be pumped into the annular space through a tremie pipe that shall be extended from ground surface to the bottom of the zone being grouted. Grout shall be placed from the bottom up in a continuous operation. The grout pipe shall be slowly raised as the grout is placed, but the discharge end of the tremie pipe must be submerged in the emplaced grout at all times until grouting is complete. The grout pipe shall be maintained full to the surface at all times until completion of the grouting of the entire specified interval.

E. If bentonite chips are used as a seal material, the top of the seal shall be tagged at nominal 10-foot intervals during placement to determine if the seal is reaching its intended position. Pour rates shall not exceed manufacturer's recommended rates. Seal position shall be regularly checked by tagging with a sinker bar or other means. Bentonite chips installed through water shall be installed by pouring chips over a one-quarter (1/4) inch mesh screen (for three-eighths (3/8) inch chips) to remove fines and prevent bridging. If a bridge occurs, grout shall be pumped through a tremie pipe to fill the void. The tremie pipe shall be washed or jetted through the bridge.

F. Seals shall be installed in a slow and continuous manner. Volumes of seal material shall be carefully monitored and checked against calculated volume requirements.

G. In the event of borehole collapse prior to placement of the seal, the Contractor shall take whatever steps are necessary to reopen the hole and to place the seal as specified. Any such remedial action shall be conducted at the Contractor's expense.
H. The Engineer and IDWR shall be notified a minimum of 24 hours prior to seal placement.

I. Neat cement or cement-bentonite seals shall cure for a minimum of 24 hours before work is resumed on the well. No standby or rig time will be paid while grout is setting.

J. A 50% excess of seal material shall be available on site or within one-hour delivery time during installation of the surface seal.

3.08 DEVELOPMENT

A. The well shall be developed by rawhiding (surging and over-pumping), air-lifting, swabbing, or other methods approved by the Owner. The Contractor shall provide a well development plan for approval by the Owner and Engineer prior to the start of development activities. It shall be the Contractor's responsibility to notify the Owner when the process of well development is to begin and to provide daily reports of progress during development, including development methods, discharge rates, and duration of each development operation.

B. Any filter pack settled by development action shall be replaced to the design depth.

C. During development of the well, clean groundwater can be discharged on the ground in the near vicinity of the well site. The groundwater shall be free from sediment and all contaminants.

D. If a well is developed by rawhiding, the Contractor shall provide a pump capable of producing 30 gpm from a pumping level of 150 feet depth. For preliminary testing purposes, the Contractor shall note approximate pumping rate and drawdown during development pumping.

E. If a well is developed by air-lifting, the Contractor shall have a compressor, tubing and eductor pipe to air-lift 30-gpm average flow from a depth of 150 feet. Sufficient tubing or drill stem shall be available to reach the total depth of the well. It is anticipated that air development will take place in a staged manner throughout the lower portion of the well, and thus may include considerable addition and subtraction of pipe. For preliminary testing purposes, the Contractor shall note approximate air-lift pumping rate during development.

F. Mechanical surging shall be performed using a surge block or swab. The outside diameter of the surge block or swab shall be only slightly smaller than the inside diameter of the casing or liner (1/8 to 1/4-inch). Surging of the well shall begin in the casing immediately above the
uppermost section of well screen. Initial surging shall be with a long stroke at a slow rate. Surging in the casing section shall continue until no additional appreciable quantity of sand, silt, or clay is brought into the well. Following surging of the casing, the surge block or swab shall be lowered into the lowest screened section and surge development continued. Surge development shall continue upward until the entire screen has been developed. The screen shall be surged in 20-foot sections. Surging shall then be repeated at a faster stroke starting at the bottom of the well. Periodically, the Contractor shall measure and bail from the well all sand, silt, and clay that has accumulated at the bottom. Surging shall continue until no more sediment is bailed from the well and the well produces clear water.

G. Final well development shall be performed by alternative pumping and surging with the test pump. The well shall be pumped at a restricted initial pumping rate. As water clears, the pumping rate shall be gradually increased until maximum discharge rate is reached. At regular intervals, the pump shall be stopped and the water in the pump column shall be allowed to surge back through the pump intake.

H. The Contractor may be required to use a dispersant or other well development additive to achieve satisfactory development. All additives must be approved by the Engineer prior to use.

I. Development shall continue until the water produced from the well is clear, free from sediment and color, and the well screens are cleared of residual drilling muds and sediment. The water produced from the well after development shall have a sand content that does not exceed 5 ppm. The Engineer will measure the sand content 15 minutes after the start of test pumping at the design production rate using a centrifugal sand sampler to determine if the sand content is acceptable. If the sand content is greater than 5 ppm, then additional development may be required.

J. Upon completion of the development, all material shall be thoroughly cleaned from the inside of the casing and screen. Material shall be removed by bailing or by suction pumping. If removed by pumping, the Contractor shall have sufficient tubing or pipe to reach the total depth of the well.

3.09 TEST PUMPING

A. Following completion of development operations, the well shall be allowed to recover for 24 hours, or less if approved by the Owner or Engineer, prior to starting the pumping tests. Anticipated methods of aquifer testing include: (1) a step-test lasting approximately 1 hour,
which will consist of pumping the well at two different pumping rates for 30 minutes each; and (2) a constant-rate pumping test lasting approximately 8 to 24 hours. If the well can sustain a pumping rate of 30 gpm, then the constant-rate test may be reduced to 8 hours. Standby time will not be paid for the recovery periods between tests or at the conclusion of test pumping. The Engineer shall be present at the start of all test pumping.

B. The test pump shall be capable of delivering 30 gpm from a pumping level of 150 feet. The Contractor shall furnish and install all necessary equipment for testing, including a discharge valve or throttle to control flow rate, flow meter for accurately measuring the discharge from the well, sample tap, and a nominal 1-inch pipe to the top of the pump to facilitate the installation and removal of an electric-line water-level sounder. The Contractor shall provide a threaded port for attachment of a Rossum Sand Tester and a sample tap for water quality sampling by the Engineer. The Engineer shall be responsible for sand testing and water quality sampling.

C. The Contractor shall measure and record water level, pumping rate, and elapsed time as directed by the Engineer. The following data shall be collected or reported by the Contractor in coordination with the Engineer and submitted by the Engineer to the Idaho Department of Environmental Quality:

1. Static water level measured prior to test pumping;
2. Well yield in gpm and duration of the pumping test;
3. Pumping water level in the well recorded at regular intervals;
4. Measurements of water level recovery and projections to the original static water level as necessary;
5. Setting depth of the test pump;
6. Capacity and head of the test pump;
7. Sand production data;
8. Discussion of aquifer properties, long-term sustained yield, and boundary conditions affecting drawdown based on an analysis of the test pumping data.

D. The Contractor shall be responsible for conveying discharged water through temporary pipe to a suitable disposal point approved by the Owner. It is expected that clean groundwater can be discharged on the ground within 200 feet of the well site.

E. The Engineer shall be responsible for collecting water quality samples during the pumping test. The Engineer shall be responsible for determining whether (1) the well productivity and test
duration are adequate to meet the project requirements and (2) water quality meets IDEQ requirements.

F. The Contractor shall be responsible for providing power for the test pump. The Contractor shall provide a means for safe refueling during operations to prevent even brief shutdowns during the testing. Shutdowns before the end of the testing procedure in excess of ten (10) percent of the total time anticipated for this testing procedure may require the Contractor to allow the water level to recover to pre-pumping conditions and re-start the test, as determined by the Engineer.

3.10 DISINFECTION

A. Upon completion of all well construction activities and removal of test pumping equipment, the Contractor shall disinfect the well using calcium hypochlorite or sodium hypochlorite.

1. The quantity of calcium hypochlorite or sodium hypochlorite shall be calculated per Idaho Well Construction Standards (IDAPA 37.03.09.025.23).

2. The Contractor shall distribute the disinfecting compound throughout the well to achieve a uniform concentration for “in place” disinfection of the well.

3. Chlorine granules or tablets must be dissolved and placed into the well as a solution.

4. All interior surfaces of the well above the static water level shall be wetted with calcium hypochlorite or sodium hypochlorite solution.

B. Near the end of the constant-rate discharge test, duplicate samples shall be collected by the Engineer and the samples shall be tested for the presence of coliform bacteria. The Contractor shall leave the test pump in the well until test results are reported. If any sample shows the presence of coliform bacteria, the Contractor shall collect duplicate samples (without charging rig or standby time while waiting on sampling results). If the second sampling event shows the presence of coliform bacteria, the Contractor shall re-disinfect the well until duplicate samples show the absence of coliform bacteria.

3.11 WELL HEAD COMPLETION

A. The completed well shall have 6-inch casing to 2.5 feet above natural ground surface. The Contractor shall install a temporary cap on the well head (welded steel plate with access port) following well completion and disinfection.
B. The well tag shall be permanently attached to the well casing such that the tag can be easily read. The well tag shall be attached per IDAPA 37.03.09 requirements.

3.11. PROTECTION OF WATER QUALITY

C. All water used for drilling and development operations shall be of potable quality.

D. The Contractor shall take all necessary precautions to prevent contamination of the water in the well by the introduction of any foreign substance, including contaminated water, gasoline, oil, etc., and shall conform to all laws or regulations applicable to the protection of water quality.

E. Facilities, equipment, and materials for disposing of the water produced during the development and testing of the well shall be provided by the Contractor. Water leaving the well site shall be free of sediment, drilling fluid, chemicals, seal materials, and any other contaminants. Runoff from the site shall not contain sediment. Water shall not be discharged to streams, ponds, or lakes without proper regulatory authorization. It is anticipated that clear water can be disposed of in the vicinity of the well site.

F. All downhole materials (i.e., casing, pipe, pumps, sand filter pack, drilling tools, etc.) shall be disinfected with 500 ppm chlorine solution.

3.12 DISPOSAL OF CHLORINATED WATER

A. Chlorinated water shall be disposed of in accordance with federal, state, and local requirements. Where applicable, the Contractor shall obtain appropriate permits from regulatory agencies before discharging chlorinated water to the environment. Appropriate contacts and disposal methods vary depending upon the location where the chlorinated water will be disposed, as summarized below:

1. For discharge to surface waters of the United States, including indirectly through storm sewers, ditches, or canals, the Contractor shall contact the Environmental Protection Agency (EPA) Region 10 Permitting Section to determine if a NPDES permit is required. The EPA may refer the applicant back to the Idaho Department of Environmental Quality (IDEQ) Surface Water Group for consultation regarding the discharge. Typically, any discharge to surface waters must at a minimum comply with the following requirements of the State of Idaho Water Quality Standards (IDAPA 58.01.02):
a. The maximum instantaneous or 1-hour average concentration of the total chlorine residual of the discharge must not exceed 19 µg/L more than once every three years. This is the acute criteria for chlorine.
b. The 4-day average concentration of the total chlorine residual of the discharge must not exceed 11 µg/L more than once every three years. This is the chronic criteria for chlorine.
c. Dechlorination of chloramines can create ammonia. The 1-hour average concentration of total ammonia (mg/L N) must not exceed the acute criteria value more than once every three years. The acute criteria value is dependent upon temperature and pH and is calculated using the applicable equation in §250.02.d.i of the State of Idaho Water Quality Standards. The 30-day average concentration of total ammonia (mg/L N) must not exceed the chronic criteria value more than once every three years. The chronic criteria value is dependent upon temperature and pH and is calculated using the applicable equation in §250.02.d.ii of the State of Idaho Water Quality Standards.
d. IDEQ may consider the effects of the mixing zone where the discharge enters the receiving body when evaluating allowable concentrations of total residual chlorine.

2. For discharge to sanitary sewer, the Contractor shall consult with the local sewer department and request approval to discharge into the sewer. The Contractor must verify with the sewer department that there is adequate capacity in the sewer mains to accommodate the discharge and that the wastewater treatment plant can accept the discharge.

3. For land application of the chlorinated water, the Contractor must receive approval from the land owner to discharge the water. The Contractor shall also contact the IDEQ Regional Office Engineering Group to confirm any permitting requirements.

4. If required by federal, state, or local agencies, the Contractor shall dechlorinate chlorinated water before disposal using a chlorine-neutralizing agent. The Contractor shall refer to AWWA C651 Appendix C as a guide for the amount of neutralizing agent required. The Contractor shall consult with the appropriate jurisdictional body on maximum allowable concentrations of de-chlorination chemicals prior to discharge.

3.13 FINAL CLEANUP

A. After completion of all Work associated with this contract, the Contractor shall clean up the Work site and any property used by his operations to the satisfaction of the Owner. The Contractor
shall remove and dispose of all excess materials resulting from his work, and shall repair, replace, or restore all property of any type or nature that has been moved, damaged, or altered in any way by his operations, to the satisfaction of the Owner. The Contractor shall return all landscape, roadway, and adjoining surfaces to their original condition and appearance as soon as reasonably feasible.

PART 4 - MEASUREMENT AND PAYMENT

4.01 SCOPE

A. The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of the Work, without a change in the unit price, and shall include the right to delete any Bid item in its entirety. Payment for materials and labor will be based on actual quantities furnished, installed, or constructed in accordance with the prices bid for unit price items.

B. The Owner may terminate Work on the project at any point if, in the Owner's judgment, the Owner's best interests are not served by continuation. Conditions which may lead to project termination include, but are not limited to, indications of low groundwater development potential as determined during drilling, geophysical logging, and testing. In such an event, the Contractor shall be paid for the value of Work completed at that time on the basis of the unit price and lump sum items listed on the Bid Schedule. In addition, if well construction is terminated by decision of the Owner, the Contractor may be required to properly abandon the well. Well abandonment procedures in excess of those explicitly required in these specifications must comply with current Idaho State regulations. Materials used in abandonment shall be paid at invoice cost plus 10 percent to cover handling. Payment for rig time shall be at the bid unit price.

C. No payment shall be made for tests of borehole plumbness and alignment; it shall be the responsibility of the Contractor to ensure that the hole remains within plumbness and alignment specifications.

D. No payment shall be made for drilling fluid materials used during normal drilling operations. All such costs shall be considered to be included in the unit prices listed on the Bid Schedule.
E. No payment shall be made for time or expenses incurred in the recovery or replacement of tools or equipment lost during the drilling phase or any other phase of the Work.

F. No payment shall be made for time, materials, or labor costs incurred during remedial measures or operations in the event the well is of unacceptable plumbness or alignment.

G. No payment shall be made for time, materials, or labor costs incurred in abandoning the well in the event the well is of unacceptable plumbness or alignment following remedial measures, or if lost tools or equipment cannot be recovered from the borehole. The costs incurred for construction of the abandoned well shall be applied to construction of a replacement well.

4.02 MOBILIZATION/DEMOBILIZATION (ITEM 1; LUMP SUM ITEM)

A. Measurement for payment for mobilization/demobilization to the work site will be based upon completion of the Work as a lump sum unit. The lump sum price listed on the Bid Schedule shall be full compensation for the moving in of rigs, pumps, equipment, power, labor, fuel, tools, and incidentals necessary to do the Work, and moving out of all such equipment, materials, tools, and incidentals, and well disinfection and final site cleanup upon completion of the Work. For purposes of partial payment, the mobilization portion of this bid item shall be considered as 60% of the total lump sum.

4.03 DRILL MINIMUM 10-INCH BOREHOLE (ITEM 2; PRICES BASED ON LINEAR MEASUREMENT)

A. Measurement and payment for drilling the borehole will be based upon the number of vertical linear footage drilled below ground surface in accordance with these Contract Documents. Payment for drilling shall constitute full compensation for labor, fuel, bits, drilling fluids, equipment, temporary casing, welding materials, and incidentals necessary to drill the borehole.

4.04 FURNISH AND INSTALL 6-INCH STEEL CASING (ITEM 3; PRICES BASED ON LINEAR MEASUREMENT)

A. Measurement for payment for the nominal 6-inch steel well casing will be based upon the number of linear feet of such pipe actually installed in the borehole in accordance with these Contract Documents. Payment for the casing shall constitute full compensation for materials, transportation, labor, fuel, equipment, centralizers, drive shoes, welding materials, and incidentals necessary to furnish and install the well casing.
4.05 FURNISH AND INSTALL ANNULAR WELL SEAL (ITEM 4; PRICES BASED ON LINEAR MEASUREMENT)

A. Measurement and payment for furnishing and installing the well seal will be based upon the number of vertical linear feet of casing sealed in the borehole in accordance with these Contract Documents. Payment for the well seal shall constitute full compensation for seal materials, transportation, labor, equipment, and incidentals necessary to furnish and install the seal.

4.06 DRILL NOMINAL 6-INCH DIAMETER BOREHOLE (ITEM 5; PRICES BASED ON LINEAR MEASUREMENT)

A. Measurement and payment for drilling the nominal 6-inch borehole will be based upon the number of vertical linear footage drilled in accordance with these Contract Documents. Payment for drilling shall constitute full compensation for labor, fuel, bits, drilling fluids, equipment, temporary casing, and incidentals necessary to drill the borehole.

4.07 FURNISH AND INSTALL 4.5-INCH PVC LINER (ITEM 6; PRICES BASED ON LINEAR MEASUREMENT)

A. Measurement for payment for the nominal 4.5-inch PVC liner will be based upon the number of linear feet of such pipe actually installed in the borehole in accordance with these Contract Documents. Payment for the PVC liner shall constitute full compensation for materials, transportation, labor, fuel, equipment, centralizers, and incidentals necessary to furnish and install the well liner.

4.08 FURNISH AND INSTALL 4.5-INCH PVC WELL SCREEN (ITEM 7; PRICES BASED ON LINEAR MEASUREMENT)

A. Measurement and payment for furnishing and installing the PVC well screen will be based upon the number of linear feet of well screen actually installed in the borehole in accordance with these Contract Documents. Payment for the well screen shall constitute full compensation for screen, bottom, centralizers, materials, transportation, labor, equipment, and incidentals necessary to furnish and install the well screen.

4.09 FURNISH AND INSTALL FILTER PACK (ITEM 8; PRICES BASED ON LINEAR MEASUREMENT)
A. Measurement and payment for furnishing and installing the filter pack will be based on the linear feet of filter pack actually installed in the well in accordance with these Contract Documents. Payment for filter pack shall constitute full compensations for materials, transportation, labor, equipment, and incidentals necessary to furnish and install the filter pack.

4.10 WELL DEVELOPMENT (ITEM 9; PRICES BASED UPON TIME, HOURS)

A. Measurement for payment for well development will be based on the actual number of hours of development operations. Payment will be made at the unit price listed in the Bid Schedule.

B. No payment shall be made for equipment acquisition, set-up, or installation, or for recovery periods required by the Owner to ensure thorough well development.

C. Payment for chemicals as may be required by the Owner to ensure thorough well development shall be reimbursed for the cost of the chemicals actually used at invoice cost plus 10 percent for handling.

4.11 FURNISH, INSTALL, AND REMOVE TEST PUMP AND RELATED EQUIPMENT (ITEM 10; PRICE BASED ON LUMP SUM)

A. Measurement and payment for furnishing, installing, and removing the test pump and related equipment will be based upon completion of the entire Work as a lump sum unit, all in accordance with the requirements of these Contract Documents. Payment shall constitute full compensation for all work, including installation and removal of pump, motor, generator, cable, controls, valves, orifices, temporary piping, and associated appurtenances.

4.12 TEST PUMPING (ITEM 11; PRICES BASED UPON TIME, HOURS)

A. Measurement and payment for test pumping will be based on the actual number of hours of pumping operations. Payment for test pumping will be made at the unit price listed in the Bid Schedule, and shall constitute full compensation for all labor, equipment, and materials associated with operating the pumping equipment.

B. No payment shall be made for standby time during the recovery periods between tests or for time spent transporting or maintaining equipment. All such costs for time and maintenance materials shall be included in the unit price listed in the Bid Schedule.
C. No payment shall be made for time, equipment, or materials used in a test aborted due to power failure or malfunction of pumping equipment.

4.13 RIG TIME (ITEM 12; PRICES BASED UPON TIME, HOURS)

A. Measurement and payment for rig time will be based on the unit price listed on the Bid Schedule. Payment for rig time for additional work specifically directed by the Owner not otherwise covered in these Contract Documents will be based on the actual number of hours of work done and shall be full compensation for rig, fuel, labor, equipment, and materials normally associated with Contractor’s drilling activities. Additional materials, which may be required by the Owner, shall be paid at the Contractor’s invoice cost plus 10 percent for handling.

4.14 PLUGGING AND ABANDONMENT

A. In the event the well, successfully completed in accordance with these Contract Documents, requires plugging and abandonment, the cost for this work will either be negotiated with the Contractor or performed by others. The costs for plugging and abandonment of the well successfully completed in accordance with these Contract Documents shall not be considered as subsidiary to other bid items in the contract.

- END OF TECHNICAL SPECIFICATIONS -
Figure 1. Well Location Map

Proposed Well Location