BIDDING REQUIREMENTS & CONDITIONS OF AGREEMENT

ITD – District 9

FM92713

Canopy & Yard

Architect
CSHQA
200 Broad Street
Boise, ID 83702
(208) 343-4635

Construction Manager/General Contractor
CM Company, Inc.
431 West McGregor Drive
Boise, Idaho 83705
(208) 384-0800

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ADVERTISEMENT FOR BIDS

Sealed bids will be received by **CM Company** for the **ITD – D9 Canopy & Yard** project. Bids will be received, opened, and read aloud by CM Company and the Idaho Department of Transportation at the **CM Company's Office,** located at **431 W. McGregor Dr. Boise, ID 83705,** until **November 12, 2026, at 2:00 PM local time**.

*****The original advertisement published in the *Statesman* indicated that bids would be opened by ITD on November 11. However, due to the Veterans Day holiday, the bid opening was rescheduled to November 12, 2006, at 2:00 p.m.**

Bidders and other interested parties are invited to watch the bid opening via Microsoft Teams:
https://teams.microsoft.com/meet/2609114102974423?p=sQCxKZpRMTdlkPYZGy
Drawings and specifications, including bidding documents and conditions of agreement, are available electronically via the Dropbox link below:

https://www.dropbox.com/scl/fo/roynx1zxnmfluhhlbvzsa/AEuCKLSKAJT4W9_t6RVe0l8?rlkey=7d3ead2j8mla246f8lgorn64m&st=z990sxug&dl=0

All bids **must be submitted on the forms furnished** and **must be signed by the bidder** in pen and ink with his name and mailing address. All bids must be enclosed in a sealed envelope plainly marked with the bid package number and project title noted above.

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

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

Each trade package will be treated as a stand-alone bid. Each bid must be marked with the bid package number outlined in the Instructions to Bidders. Firms may submit bids for multiple trade packages, but each bid must be submitted independently (separate bid envelope). **Contractors wishing to submit bids must hold a current Public Works Contractors License commensurate with the size of the subcontract amount, unless the subcontract amount is less than $100,000**.

Bidders shall be registered in the State of Idaho, in accordance with the Department of Self-Governing Agencies as a "Contractor" licensed in the State of Idaho, in accordance with provisions of an act known as "Public Works Contractor's State License Law, Title 54, Chapter 19, Idaho Code Amended". The term "Public Works Contractors" includes the general, sub or specialty contractor.

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

End of Advertisement for Bids

REQUEST FOR PROPOSAL AND BID

Bid Date: **November 12, 2026, at 2 pm**

From: CM Company, Inc.
431 W McGregor Drive,
Boise, ID 83705

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

PROJECT TITLE: **ITD – D9 Canopy & Yard**

PROJECT LOCATION: **3311 W. State Street Boise, Idaho 83703**

There will not be a Pre-Bid Conference for this project.

Questions regarding the Request for Proposal and Bid must be submitted in writing and received by CM Company, Inc, NO LATER THAN Wednesday, November 4, 2026, at 5:00 PM. Questions received after this date will not be considered.

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

Submit questions in writing via email or fax to:

CM Company, Inc.
Attn: Jairo Orellana
431 W McGregor Dr.
Boise, ID 83705
F: 208-345-5323
jorellana@cmcompany.com

NOTICE CONCERNING PUBLIC WORKS CONTRACTORS STATE LICENSES

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

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

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

Refer to Idaho Statute 54-1904 for current public works contractors state license limits.

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

INSTRUCTIONS TO BIDDERS

GENERAL PROVISIONS

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

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

ORAL INFORMATION: Questions concerning a bid must be directed in writing to CM Company no later than **November 4, 2026, at 5:00 PM** local time unless provided otherwise via an addendum. Oral information is not binding and any reliance by a bidder on any oral information or representation is at the bidder's sole risk. Any information given a prospective bidder in response to a written question will be provided to all prospective bidders by an addendum, if such information is necessary for purposes of submitting a bid or if failure to give such information would be prejudicial to uninformed bidders.

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

FORM OF AGREEMENT: Unless otherwise specified in the bid documents, the Subcontract between the successful bidder and CM Company shall be the 'Standard Subcontract Terms of Agreement.' See part B:3 of Standard Subcontract Form.

PERFORMANCE AND PAYMENT BONDS: Once a specified Subcontractor is selected, CM Company reserves the right to require a payment and performance bond as security from the Subcontractor until job completion.

BID SUBMISSION PROCESS

BID DOCUMENTS: The bid documents are available as stated in the Advertisement for Bid. The responsibility is on the bidder to use a complete set of bid documents to prepare its bid and neither CM Company, 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.

Anything mentioned in the specifications and not shown on the Drawings or shown on any Drawings and not mentioned in Specifications, shall be of like effect as if shown or mentioned in both. In case of discrepancy in the figures, in the Drawings or in the Specifications, the matter shall be promptly submitted to the CM/GC. Failure to report a conflict in the Contract Documents prior to bidding shall be deemed evidence that the Bidder has elected to proceed in the more expensive matter.

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 ten (10) days of the bid opening date 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 Subcontract 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 CM Company.

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 CM Company or the Design Professional no later than **November 4, 2026, at 5:00 PM** local time 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 CM Company. Bids submitted must contain an original signature in ink. The person signing the bid must initial any and all changes appearing on the bid form. If the bidder is a corporation or other legal entity, the bid form must be signed by an authorized designee. See Part A:6 of bidding requirements.

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 Invitation to Bid. 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 name; the bid package number; the name and address of the bidder; and a statement, such as "BID ENCLOSED" to indicate that it is a bid. See attached example label.

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:

Sealed Bid Enclosed – ITD – D9 Canopy & Yard
431 W. McGregor Dr.
Boise, ID 83705
Attn: Jairo Orellana

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. CM Company 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 CM Company 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.

EXECUTIVE ORDER 2009-10: 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 Subcontract 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 Subcontract, the bidder will be required to submit proof of lawful presence in the United States in accordance with §67-7903, Idaho Code.

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

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 Idaho Transportation Department". **THE DOCUMENT MODIFYING THE BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE SUBMITTING BIDDER. CM COMPANY 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.**

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 Subcontract, 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 Subcontract without exception;
7. It is in compliance with Title 18, Chapter 83, Idaho Statute, Sexual Offenders Registration Notification and Community Right-To-Know Act.
8. Its bid is in compliance with Executive Order 2009-10 regarding employment of persons not authorized to work in the United States;
9. It will hold and honor all base bid prices for sixty (60) calendar days from the date of bid opening, and cannot be withdrawn after the bid opening;
10. Its bid prices shown for each item on the bid proposal form include all labor, material, equipment, overhead and compensation to complete all of the Work for that item; and
11. It has included in its bid amount Idaho sales and/or use taxes on all materials and equipment and all other taxes imposed by law.

BID AWARD

AWARD METHOD: It is the intent of CM Company to award a Subcontract to the lowest responsive qualified bidder. The low bidder, for purposes of award, shall be the bidder offering the low aggregate amount for the base bid item, plus any additive or deductive bid alternates selected by CM Company. It is the bidder's responsibility to conform to all applicable federal, state and local statutes or other applicable legal requirements.

DETERMINATION OF QUALIFIED: CM Company reserves the right to make reasonable inquiry about or from the submitting bidder or from third parties to determine whether a submitting bidder is qualified. 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-qualified.

NOTICE OF EFFECTIVENESS: No Subcontract is effective until CM Company has signed the Subcontract and the Notice to Proceed has been issued. The bidder shall not provide any goods or render services until the Subcontract has been signed and the Subcontract has become effective. Furthermore, CM Company is in no way responsible for reimbursing the bidder for goods provided or services rendered prior to the signature of CM Company and the arrival of the Notice to Proceed.

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

PRIOR ACCEPTANCE OF DEFECTIVE BIDS OR PROPOSALS: CM Company will not completely review or analyze bids that appear to fail to comply with the requirements of the bid documents, nor 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 CM Company 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 CM Company, within ten (10) days of receipt, a signed Subcontract, all required bonds, and proof of insurance.

RIGHT TO REJECT: Prior to execution of the Subcontract, CM Company shall provide written notice of any reasonable objection to any person or entity proposed by the bidder. Upon receipt of such notice, the bidder will or propose a substitute and identify any change in any bid amount caused by such substitution within three (3) days. CM Company may accept or reject the substitution or the adjusted price.

END OF INSTRUCTIONS

BID ENVELOPE LABEL

Mail Address Label

SEALED BID ENCLOSED
ITD – D9 Canopy & Yard

CM Company, Inc.

431 W. McGregor Dr.

Boise, ID 83705

Attn: Jairo Orellana

Sealed Bid Envelope Label

ITD – D9 Canopy & Yard

BID ENCLOSED

Bidder Name _____

Bidder Address

_____

_____

Bid Package #_____

BIDDER'S CHECKLIST

This Bidder's Checklist is offered to the prospective bidder to check his/her bid form to ensure that a complete bid is submitted, free from omissions and errors that could lead to rejection of the Bid.

Check when completed:

- ☐ Are all blank spaces filled out on the Bid Form?
- ☐ Have questions arising from the bidding, contract, specifications or plans been submitted to the proper authority and resolved in the proper manner?
- ☐ Are bid amounts shown correctly as well as extensions and totals? Recheck for errors or omissions. Both lump sum and alternate lump sum prices must be in figures.
- ☐ Are authorized signatures properly affixed to the bidding documents, giving also title, Idaho Public Works License number, etc.?
- ☐ Have all Addenda been received and acknowledged with proper signature on the Bid Form.
- ☐ Is the bid form notarized?

In order for a bid to be considered, all bidding documents must be placed in a properly addressed, sealed and labeled envelope and delivered to the specified authority prior to the time designated for the bid opening.

Items to be included in the Sealed Envelope:

- ☐ Original Bid Form with all blanks filled in
- ☐ Original Bid Form **must** be notarized

END OF BIDDER'S CHECKLIST

BID PACKAGE INDEX

IDAHO TRANSPORTATION DEPARTMENT
D9 CANOPY & YARD

Bid Pkg.	***Bid Package Name***
01	Metal Building

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD – D9 Canopy & Yard
431 W. McGregor Dr.
Boise, ID 83705

Bid Due by: 2:00 P.M.
Bid Date: Nov. 12, 2026

Bid Package # 01
Bid Package Name: Metal Building

Submitted by: _____

In compliance with the construction documents for the **ITD – D9 Canopy & Yard** project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars ($500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

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

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

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

Provide all supervision, labor, materials, and equipment required to furnish F.O.B. jobsite, tax included the **Metal Building** in accordance with the Bid Documents as listed above.

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

- Supply of Metal Building per the bidding documents.
- Supply of anchor bolts and anchor bolt templates.
- Concrete reactions to provide to design team.
- Metal building engineering.
- Submittals, shop drawings, and samples.
- Permits, site specific safety plans, daily clean-up for this contractors work.

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

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

General Notes:

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

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

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

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

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

Base Bid

Furnish and Install
(Including all applicable taxes) **Total Base Bid: $ _____**

_____

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

Bidder to provide Bonding Rate to be added to bid amount if Payment and Performance Bond is requested. _____%

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.
- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.

    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.

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

Idaho Code 18-8701 – 18-8711 Disclosure of Abortion Related Matters. The Idaho Transportation Department (ITD) is subject to the No Public Funds for Abortion Act, Idaho Code Title 18, Chapter 87 (the "Act") and ITD employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. ITD requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use District facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

Anti-Collusion Certification. I hereby certify any proposal that was developed and prepared for ITD is without any collusion with any competing vendor or ITD employee. The content of any proposal(s) has not been disclosed to any competing or potentially competing vendor prior to the proposal due date and time. Furthermore, no action to persuade any person, partnership, or corporation to submit or withhold a proposal has been made.

Anti-Lobbying Certification. In submitting a bid proposal, we hereby certify that to the best of our knowledge and belief, no appropriated Federal funds have been paid or will be paid by or on behalf of person associated with this proposal to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an office or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

Certification Concerning Boycotts. Pursuant to Idaho Code section 67-2346, if aggregate payments under a Contract/Agreement exceed one hundred thousand dollars ($100,000) and Contractor/Vendor employs ten (10) or more persons, the Contractor/Vendor must certify that it is not currently engaged in, and will not for the duration of the Contract/Agreement 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.

Pursuant to Idaho Code section 67-2346A, if aggregate payments under a Contract/Agreement exceed one hundred thousand dollars ($100,000) and Contractor/Vendor employs ten (10) or more persons, the Contractor/Vendor must certify that it is not currently engaged in, and will not for the duration of the Contract/Agreement engage in, a boycott of any individual or company because the individual or company:

Engages or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil-fuel based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or

Engages or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302 (2) (d), Idaho Code.

By signing below, I certify and verify that Contractor/Vendor does not engage in the boycott of goods or services from Israel or territories under Israel's control OR boycott of individuals or companies that engages/supports the items listed above and that Contractor/Vendor will not engage in the boycott of goods or services from Israel or territories under Israel's control OR any individuals or companies from the above named sectors during the term of any contract awarded to Contractor/Vendor from the Idaho Transportation Department, I further certify that this certification is true, complete, and accurate , and that I am authorized by my company to make this certification.

Certification Regarding China. Pursuant to Idaho Code 67-2359, an Idaho public entity may not enter into a contract with a company for the acquisition or disposal of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China/People's Republic of China and will not for the duration of the contract be owned or operated by the government of China/People's Republic of China. Ther terms in this certification are defined in Idaho Code 67-2359 and shall have the meaning defined therein.

I certify that my company is not owned or operated by the government of China/People's Republic of China. If during any point during the contractual relationship the Company becomes owned or operated by the government of China/People's Republic of China, the Company has an affirmative obligation to disclose such status change to the District. If at any point during the Contract term9(s) with the Idaho Transportation Department, my company can no longer validate this certification, the Contract shall be declared void, and any Contract extension(s) shall not be tendered. I further certify that this certification is true, complete, and accurate and that I am authorized by my company to make this certification.

Debarment and Suspension Certification. In submitting a bid proposal, you certify that your company has not been suspended or in any way excluded from Federal procurement actions by any Federal Agency. You fully understand that if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract.

Certification Concerning Boycotts. Pursuant to Idaho Code section 67-2346, if payments under a Contract/Agreement exceed one hundred thousand dollars ($100,000) and Contractor/Vendor employs ten (10) or more persons, the Contractor/Vendor must certify that it is not currently engaged in and will not for the duration of the Contract/Agreement 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.

Equal Employment Opportunity Certification. In submitting a bid proposal, you certify to the District that your company and the subcontractors you hire will comply with the requirements of 41 CFR 60-1.4(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.

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

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

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

The undersigned acknowledges receipt of Addendum(s)

_____ dated _____

_____ dated _____

_____ dated _____

_____ dated _____

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

Dated at on this _____ day of _____ 2026.

Respectfully submitted,

_____
Company

_____
Business Address

(Seal - if bid is by a Corporation)

_____
Authorized Signature

_____
Printed or Typed Name

_____
Title

_____
Telephone Number

_____
Fax Number

_____
Email Address

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

Commission Expires:

_____
NOTARY PUBLIC, residing at

_____

_____

CONSTRUCTION SCHEDULE

Attached hereto and made a part thereof

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

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

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

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

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

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

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

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

SUBSTITUTION REQUEST FORM

TO: CM Company Inc., Attention: Jairo Orellana (jorellana@cmcompany.com)

PROJECT: ITD D9-Canopy & Yard_____

We hereby submit for your consideration the following product instead of the specified item for the above project:

Section	Paragraph	Specified Item

Attach complete technical data, including product description, proposed manufacturers/model, specifications, drawings, photographs, performance and test data adequate for evaluation of request. Also attach description of changes to Contract Documents required by proposed substitution for proper installation.

Proposed Manufacturer and/or Model:

What affect does the proposed substitution have on the product being purchased?

The undersigned certifies that the function, appearance, and quality are equivalent or superior to the specified item. Undersigned further certifies that the proposed substitution does not affect dimensions shown on the drawings, will not have adverse impact on other trades, construction schedule or specified warranty requirements, and that maintenance and service is available locally or readily obtainable. The undersigned agrees to pay for changes to the design caused by the proposed substitution (if any).

Submitted By:

Signature	Name (Printed)	Firm
Address, City, State	Email	Phone

☐	Accepted	By:
☐	Not accepted	Date:
☐	Accepted as noted	Remarks:
☐	Received too late	

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS
CM COMPANY, INC.
431 W. McGregor Dr., Boise, ID 83705
P: 208.384.0800 I F: 208.345.5323 I www.cmcompany.com

SUBCONTRACTOR PREQUALIFICATION FORM (if requested)

ITD – D9 Canopy & Yard

SUBCONTRACTOR IDENTITY

Company Name:_____

Company Address:_____

Phone Number:_____ Fax Number:_____

Contact Person:_____ E-mail Address:_____

Type of Company: ☐ Sole Proprietorship ☐ Corporation ☐ Partnership

Type of Work Performed: _____

Date Formed: _____ Total Number of Employees: _____

Contractor Registration #: _____ Public Works License #: _____

Federal Tax ID #: _____

States in which company is legally qualified to do business (include type License is)

_____

Does the company have offices, plants or warehouses at other locations: ☐ Yes ☐ No

Current value of work under Subcontract: _____

Current value of work to be completed: _____

_____

MBE/WBE/SBE CERTIFICATION

Is the company a certified Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), or any other type of certified business enterprise? ☐ Yes ☐ No

If yes, which type? _____

_____

BONDING CAPACITY

Are you able to bond projects? ☐ Yes ☐ No Bonding Rate _____%

Single project limit _____ Aggregate limit _____

Bonding Company/Address _____

Agent Name/Phone # _____

SAFETY RECORD

In the past five years, has your company or any of its key personnel been investigated for or found to have committed a serious OSHA violation? ☐ Yes ☐ No

If yes, provide details: _____

Do you have a written employee safety policy and program: ☐ Yes ☐ No

OTHER INFORMATION

During the past five years, have any liens been filed against you by any of your subcontractors or suppliers?

☐ Yes ☐ No If yes, give details: _____

Have you ever failed to complete a contract, been defaulted, or had a contract terminated?

☐ Yes ☐ No If yes, give details: _____

REFERENCES

Current Projects (Included name of project, scope of work, contract amount, and completion date)

1. _____
2. _____
3. _____

Completed Projects (Included name of project, scope of work, contract amount, and completion date)

1. _____
2. _____
3. _____

Trade References (List three of your subcontractors or suppliers; include name, contact and phone)

_____

_____

_____

Client References (List three of your clients; include name, contact and phone)

_____

_____

_____

The undersigned, on behalf of the Subcontractor, certifies under oath that the information provided herein, including any attachment, is true and sufficiently complete so as not to be misleading.

Name (Printed):_____ Signature: _____

Date: _____ Title: _____

Please send completed pre-qualification form to CM Company, Inc. at either of the following:

- *Email: info@cmcompany.com*
- *Fax: (208) 345-5323*

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR

Please see the attached agreement between the Owner and Construction Manager as General Contractor, as noted within the standard form subcontract. The Subcontractor shall review the Prime Contract and agree, with respect to the Work, to be bound by all the obligations in the Prime Contract that the Contractor has assumed with the Owner. The Subcontractor shall indemnify and hold the Contractor harmless from any and all liability for breach of any obligation under the Prime Contract that arises out of or relates in any way to the Work or this Subcontract.

These terms and conditions are outlined in the agreement.

CM COMPANY, INC.
CONSTRUCTION MANAGERS / GENERAL CONTRACTORS
SUBCONTRACTOR AGREEMENT

Contract No.: 2532.C.«BidPkgNo»

Project: ITD – D9 Canopy & Yard
3311 W. State Street
Boise, ID 83703

«CompanyName»
«Address»
«CityStateZip»

This subcontract is entered into effective **TBD** by and between **CM Company, Inc.**, Boise, Idaho (the "Contractor") and **«CompanyName»** (the "Subcontractor").

Standard Terms. The terms and conditions set forth in the attached Standard Subcontract Terms are included herein in full.

The Contractor, for full, complete, and faithful performance of this Subcontract agrees to pay to the Subcontractor the total sum of **«WrittenAmount»**, **«ContractSum»** (the "Contract Sum").

In consideration therefore, the Subcontractor agrees that this work is to be completed in accordance with **CSHQA** plans and specifications dated **September 29, 2026**.

Scope of Work: Provide all labor, materials, and equipment for the following work:

«ScopeofWork»

«BidDescription»

The Work is a part of the construction of ITD – D9 Canopy & Yard (the "Project") located in **Boise, ID** for **Idaho Transportation Department** (the "Owner), in accordance with all plans, specifications, general conditions, special conditions, addenda and other documents forming or by reference made a part of the construction contract between the Owner and the Contractor dated **TBD** (the "Prime Contract"). Subcontractor shall review the Prime Contract and Subcontractor agrees in respect to the Work to be bound to Contractor by all of the obligations in the Prime Contract that Contractor has assumed to the Owner. Subcontractor shall indemnify and hold Contractor harmless from any and all liability for breach of any obligation under the Prime Contract arising out of or relating in any way to the Work or this Subcontract.

Price & Payment: Subcontractor shall be entitled to receive progress payments, less retainage, for work actually performed as measured and payable by Owner for the payment periods established in the Prime Contract. Progress payments shall become payable ten (10) banking days after such payment has been received by Contractor.

Retainage in the amount of five percent (5%) of the Contract Sum or such greater amount in accordance with paragraph 3 hereof, shall be withheld, without interest except as specifically provided by law, by Contractor until final payment.

Bonds: Bonds are not required for this work unless requested by CM Company, Inc. CM Company, Inc. reserves the right to request performance and payment bonds from an apparent low subcontractor prior to executing the subcontractor agreement.

Contractor	**Subcontractor**
CM Company, Inc.	**«CompanyName»**
_____	_____
BY	BY
Trey Crookston, President	_____
TITLE	TITLE
TBD	_____
DATE	DATE
431 W McGregor Dr.	_____
Boise, ID 83705	PHONE NUMBER
Phone #: 208-384-0800	_____
Fax #: 208-345-5323	FAX NUMBER
	_____
	LICENSE NUMBER
	_____
	EMPLOYER TAX I.D.



(Sign and return within 5 days)

STANDARD SUBCONTRACT TERMS

Subcontractor agrees as follows:

1. Scope of Work. SUBCONTRACTOR shall comply with and fully perform the Scope of Work described in the Subcontractor Agreement (the "Work"), including furnishing all labor and materials and equipment necessary or incidental thereto:

1.1 The SUBCONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the Prime Contract, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the CONTRACTOR, or the Owner, or of any of their respective officers, agents or employees.

1.2 SUBCONTRACTOR agrees to promptly provide shop drawings, submittals and samples as required by the Prime Contract not later than the date or dates requested by CONTRACTOR. Additionally, as to all materials to be supplied as part of the Work, SUBCONTRACTOR agrees to provide to CONTRACTOR, not later than ten (10) days prior to delivery of materials, material safety data sheets as may be required under OSHA standards or other applicable laws.

2. Price and Payment. No payments shall be payable for any payment period unless SUBCONTRACTOR submits its written application on a form satisfactory to CONTRACTOR, calculating Work to be completed through the end of such payment period, to CONTRACTOR'S office at 431 West McGregor Drive, Boise, Idaho 83705, no later than 5:00 p.m. on the 20th of the month. In the event the 20th of the month falls on a weekend or holiday the subcontractor shall have until 5:00 p.m. on the first working day following the 20th to submit their payment application. In the event SUBCONTRACTOR fails to timely submit a payment application, the Work then performed shall be included in SUBCONTRACTOR'S next regular progress payment application.

2.1 Progress payments, final payment and retainage shall become payable ten (10) days after receipt of such payments from the Owner by CONTRACTOR. Payments to SUBCONTRACTOR shall also be conditioned upon receipt of written releases and waivers of payment bond claims and/or liens against the Project, Owner and CONTRACTOR duly executed by all of its sub-subcontractors and suppliers. Acceptance of any payment by SUBCONTRACTOR shall constitute a release of CONTRACTOR from all claims or liability, except retainage, arising or incurred during the payment period, except claims specifically reserved in writing by SUBCONTRACTOR.

2.2 CONTRACTOR may require the SUBCONTRACTOR to provide the names and addresses of all of its employees, subcontractors and suppliers providing any labor and/or material for any portion of the Work and may require evidence of payment of employee withholding taxes. CONTRACTOR may at is discretion make payments by joint checks to SUBCONTRACTOR and its subcontractors and suppliers at any time

2.3 No payment, including final payment, by CONTRACTOR under this Subcontract shall be construed as acceptance of deficient, defective or incomplete Work and SUBCONTRACTOR shall remain responsible and liable for performance of all Work in strict compliance with this Subcontract and Prime Contract. It is agreed that CONTRACTOR may withhold an amount equal to one hundred fifty percent (150%) of the estimated value of any defective or incomplete Work or of any amount at issue in any dispute between the CONTRACTOR and SUBCONTRACTOR.

2.4 Acceptance of final payment by the SUBCONTRACTOR shall constitute a waiver of any and all claims by the SUBCONTRACTOR against the CONTRACTOR and the Owner.

3. Extra Work or Change Orders. The CONTRACTOR may, without invalidating the Subcontract, make changes to the Work by altering, adding to or deducting from the Work and the price herein shall be adjusted accordingly. All changes in the Work shall be executed under the conditions hereof. SUBCONTRACTOR agrees to make no claims for additional compensation or additional time to complete for changes in the Work unless the same shall be fully agreed upon in writing by the CONTRACTOR prior to the performance thereof and only to the extent additional compensation and/or additional time for completion under the Prime Contract is first allowed and/or paid for by the Owner to the CONTRACTOR. SUBCONTRACTOR hereby waives all claims against the CONTRACTOR for any work or services unless such work or services have first authorized in writing by CONTRACTOR'S field superintendent or by

CONTRACTOR'S main office located at 431 West McGregor Drive - Boise, ID 83705.

With regard to the allowed mark up (profit & overhead) for change orders, the Owner agrees with and has given CM Company authority to allow the following calculation guidelines:

The maximum amount for overhead, insurance, bonds, office and field coordination, supervision, and profit combined, which may be added to any Change Order cost, shall be as follows.

3.1.1 For the Subcontractor, for Work performed by the Subcontractor's own forces, fifteen percent (15%) of the cost of Work performed by the Subcontractor's own forces to include overhead, profit, and insurance.

3.1.2 For the Subcontractor, for Work performed by its subcontractor, five percent (5%) of the amount due the subcontractor.

3.1.3 For each subcontractor or sub-subcontractor involved, for Work performed by that subcontractor's own forces, ten percent (10%) of the cost of the Work performed by the subcontractor or sub-subcontractor.

3.1.4 For each subcontractor, for work performed by that subcontractor's sub-subcontractor, five percent (5%) of the cost of the Work performed by the sub-subcontractor.

3.1.5 There will not be allowed more than three percentages, not to exceed the maximum percentages shown above, regardless of the number of tiered subcontractors. The maximum total applied percentages shall be twenty percent (20%).

3.1.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor and materials for the Contractor and each subcontractor. In no case will a change involving over $500.00 be approved without such itemization.

4. Time of Completion. Time is of the essence in the performance of the Work. SUBCONTRACTOR shall commence and perform all Work within times indicated in CONTRACTOR'S schedule for the Project, as reviewed and updated by CONTRACTOR throughout construction of the Project.

4.1 SUBCONTRACTOR agrees to commence and at all times to carry on, perform and complete this Subcontract to the full and complete satisfaction of the CONTRACTOR and Owner in a good and workmanlike manner. SUBCONTRACTOR shall perform the Work so as to accommodate the requirements of the Owner, the CONTRACTOR and others performing work on the Project. Upon request, SUBCONTRACTOR agrees to provide to CONTRACTOR copies of material purchase orders, delivery schedules, name of manufacturer's representative, or other information to aid in expediting material deliveries hereunder. SUBCONTRACTOR
hereby indemnifies CONTRACTOR from any claims for damages by Owner, other subcontractors, suppliers and any third party caused by or relating to any delay, interference or other failure by SUBCONTRACTOR. In the event the CONTRACTOR shall at any time determine that the SUBCONTRACTOR is not proceeding so as to satisfactorily complete the Work within the time and manner required, or that the SUBCONTRACTOR fails to man the job with sufficient competent, experienced and qualified workmen to perform the Work, the CONTRACTOR may, after a three (3) day notice to SUBCONTRACTOR, take over the Work and complete the same at the cost and expense of the SUBCONTRACTOR, without prejudice to CONTRACTOR'S other rights or remedies for any loss or damage sustained.

4.2 SUBCONTRACTOR shall start work immediately when notified by the CONTRACTOR and complete the Work at such times as will enable the CONTRACTOR to fully comply with the Prime Contract.

4.3 In the event any other subcontractor, supplier or other party should interfere with the Work or damage SUBCONTRACTOR, SUBCONTRACTOR shall not be entitled to any compensation from CONTRACTOR, but will seek its damages directly from such other party. CONTRACTOR shall not be liable to SUBCONTRACTOR for damages due to delays of any kind or nature including in particular, but without limitation, delays caused by any act or failure to act by Owner or CONTRACTOR, or delays caused or contributed to by CONTRACTOR'S inability to supply materials or to complete work to accommodate the needs of SUBCONTRACTOR. SUBCONTRACTOR'S sole remedy for any delays caused by CONTRACTOR shall be an extension of time to complete SUBCONTRACTOR'S Work not to exceed the period of time lost because of such delay.

4.4 SUBCONTRACTOR shall be responsible for liquidated damages to the extent provided for in the Prime Contract for delays caused by or contributed to by the SUBCONTRACTOR, including all or a portion of any liquidated damages assessed by the Owner against the CONTRACTOR attributable in whole or part to such SUBCONTRACTOR caused delays. In addition, SUBCONTRACTOR shall be responsible for actual damages to the CONTRACTOR caused or contributed to by delay caused by

SUBCONTRACTOR. In the event liquidated damages or actual damages, or both, are caused by SUBCONTRACTOR and another entity, CONTRACTOR shall have the right to reasonably apportion said damages between the parties, and such apportionment shall be binding on the SUBCONTRACTOR.

5. Quality Control and Supervision of Work.

5.1 Continuous control of the quality of the Work is of the essence of this Subcontract. Failure of the SUBCONTRACTOR to establish and maintain quality control of the Work shall be a default of this agreement. SUBCONTRACTOR shall establish a quality control program satisfactory to the CONTRACTOR to assure the proper execution of the Work in accordance with this agreement and the Prime Contract.

5.2 The Work shall be administered and directed by SUBCONTRACTOR'S project supervisor experienced in the Work and acceptable to CONTRACTOR who shall be assigned to the Project upon execution of this agreement. SUBCONTRACTOR'S project supervisor shall be present on site at all times Work is performed or materials delivered and SUBCONTRACTOR shall not change project supervisors during the Project without CONTRACTOR'S consent. Failure to maintain proper supervision on site shall constitute default of this agreement.

5.3 SUBCONTRACTOR shall be responsible for the continuous quality control of the Work, protection of the Work and other work at the site and for clean-up and maintenance of the site of the Work. CONTRACTOR may, at any time, require removal and replacement of SUBCONTRACTOR'S project supervisor and SUBCONTRACTOR shall be liable for any costs, including overhead costs, incurred by CONTRACTOR in assuring or maintaining quality control of the Work.

6. Laws, Regulations, Etc. The Work shall strictly comply with all federal, state, local and municipal laws, rules, regulations, statutes, ordinances and other directives (hereinafter referred to as "Laws"), applicable to the Work on the Project, including, but not limited to, labor, wage, equal opportunity employment, environmental and safety Laws. All work, in addition to that specifically required by this Subcontract but necessary to fully comply with such Laws, will be furnished by SUBCONTRACTOR as part of this Subcontract without additional compensation. In the event SUBCONTRACTOR observes any work on the Project, which SUBCONTRACTOR believes is not in compliance with such Laws, SUBCONTRACTOR shall immediately notify CONTRACTOR in writing of such non-compliance.

6.1 SUBCONTRACTOR hereby certifies that it has an established safety policy as required by the Occupational, Safety and Health Administration (OSHA), which requires regular safety meetings. SUBCONTRACTOR agrees to conduct weekly safety meetings regarding its Work under this agreement and shall promptly prepare minutes of such meetings and provide copies of such minutes to CONTRACTOR as the Work progresses. SUBCONTRACTOR agrees to comply with all requirements of OSHA relating to the Work and shall maintain and provide all applicable material safety data sheets in accordance with OSHA requirements.

6.2 SUBCONTRACTOR agrees to indemnify and hold CONTRACTOR harmless for, of and from any claims, loss, liabilities, fines, penalties, costs of corrective measures, and other costs, including attorney fees, which CONTRACTOR may sustain or reasonably incur by reason of SUBCONTRACTOR'S failure to comply with said Laws.

6.3 SUBCONTRACTOR shall pay any and all federal, state and municipal taxes and licenses, including sales or use taxes, if any, for which the SUBCONTRACTOR may be liable in connection with the labor and materials herein, or in carrying out the Subcontract, prior to final payment being made to him.

6.4 This Agreement shall be governed and interpreted under the laws of the State of Idaho, and venue shall be maintainable in Ada County, *Idaho*.

7. Cleanup. SUBCONTRACTOR shall continuously maintain the Project free from all dirt, rubbish, debris, and other waste materials. Upon completion of the various portions of the Work, SUBCONTRACTOR shall remove all rubbish, stains and blemishes caused by its operations, and it shall perform, at no additional cost, whatever additional cleanup is directed by CONTRACTOR. The CONTRACTOR may clean and remove waste materials, rubbish, stains and blemishes from the work arising out of SUBCONTRACTOR'S Work charge the cost thereof to SUBCONTRACTOR upon 24-hour advance notice to the SUBCONTRACTOR if, in the sole opinion of the CONTRACTOR, the SUBCONTRACTOR fails to keep the premises clean as provided above.

8. Insurance and Indemnification.

8.1 INDEMNIFICATION.

a) To the fullest extent permitted by law, the SUBCONTRACTOR hereby acknowledges and agrees that it shall indemnify, hold harmless, and defend CONTRACTOR against all

claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from SUBCONTRACTOR'S Work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than to the Work itself) including loss of use resulting there from, and (2) is brought about by any act or omission of the SUBCONTRACTOR, its employees, agents or sub-subcontractors or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

b) SUBCONTRACTOR hereby agrees that upon demand, it will defend CONTRACTOR from any claim subject to this indemnity with legal counsel acceptable to CONTRACTOR.

8.2 INSURANCE. The SUBCONTRACTOR shall maintain during the progress of the Work and if required to retain during the warranty period, insurance with the minimum limits and coverages as shown below or, if higher, the requirements set forth in the Contract Documents:

A.) SUBCONTRACTOR shall maintain worker's compensation, general liability, automobile, and umbrella insurance for the minimum amount required by the general contract that this subcontract applies to or as outlined below, whichever limits and coverages are higher. Insurance certificates shall be provided. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of SUBCONTRACTOR'S Commercial General Liability Policy. These certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until 30 days prior written notice has been given to CONTRACTOR.

B.) Minimum Required Insurance Limits (coverage on an occurrence basis):

1) Commercial General Liability (CGL) with limits of Insurance of not less than $1,000,000 each occurrence and $2,000,000 Annual Aggregate.

a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.

c) CONTRACTOR, Owner and all other parties required by the Prime Contract, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 2010 (11/85) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured SUBCONTRACTOR. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

d) SUBCONTRACTOR shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

2) Automobile Liability
   a) Business Auto Liability with limits of at least $1,000,000 each accident.
   b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
3) Commercial Umbrella
   a) Umbrella limits must be at least $1,000,000.
   b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
   c) Umbrella coverage for such additional insureds shall apply as primary and noncontributory before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the SUBCONTRACTOR.
4) Workers Compensation and Employers Liability
   a) Employers Liability Insurance limits of at least $500,000 each accident for bodily injury by accident and $500,000 each employee for injury by disease or meet the statutory requirements of the state in which the work is to be performed, whichever is greater.

b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy

C.) Waiver of Subrogation:

SUBCONTRACTOR waives all rights against CONTRACTOR, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, or workers compensation and employers liability insurance maintained per requirements stated above. This applies to all insurance provisions.

9. Liens and Encumbrances. SUBCONTRACTOR agrees to secure the immediate release and satisfaction of all claims including payment bond claims and/or liens by third parties resulting from the Work or other performance of this Subcontract, and bear all expense entailed in the investigation, settling or litigation of any such claims or liens and pay all attorney fees and other costs incurred by CONTRACTOR in connection with and respecting such claims or liens. CONTRACTOR may withhold from payments, an amount equal to one hundred fifty percent (150%) of such claims, liens or other encumbrances plus estimated expenses described above until fully satisfied and removed by SUBCONTRACTOR.

10. Assignment Prohibited. SUBCONTRACTOR agrees not to assign this Subcontract or any interest or any right to payment hereunder or any portion of the Work without the prior written consent of the CONTRACTOR.

11. Materials, Tools and Equipment. All materials delivered by or on account of the SUBCONTRACTOR and intended to be incorporated into the construction of the Project hereunder, shall become the property of the Owner as delivered, but the SUBCONTRACTOR may repossess himself of any surplus remaining at the completion of this Subcontract. All scaffolding, apparatus, ways, works, machinery and plans brought upon the premises by the SUBCONTRACTOR shall remain his property, but in the case of default, and completion of the Work by the CONTRACTOR, CONTRACTOR shall be entitled to use such scaffolding, apparatus, ways, works, machinery and plans without cost or liability for depreciation or damage by such use and without prejudice to CONTRACTOR'S other rights or remedies for any damage or loss sustained by reason of said default.

12. Improper Work. SUBCONTRACTOR shall, immediately after receiving written notice from the CONTRACTOR, proceed to remove or take down from the grounds or buildings, all materials condemned by the CONTRACTOR, whether worked or not, as unsound or improper, or as in any way failing to conform to the Prime Contract. Failure of the CONTRACTOR to immediately condemn any work or materials as installed shall not in any way waive the CONTRACTORS' right to object thereto at any subsequent time.

13. Protection of Work. SUBCONTRACTOR shall be responsible for protecting the work of the CONTRACTOR of other subcontractors, of separate contractors to the Owner, of the Owner's own forces around or adjacent to the areas in which it is working from damages caused by operations under this Subcontract. Any damage to other previously-installed work shall be replaced or repaired at SUBCONTRACTOR'S expense.

14. Default. Default shall be defined as the occurrence of any of the following conditions: (a) SUBCONTRACTOR is adjudged a bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed to take over SUBCONTRACTOR'S business or assets; (b) SUBCONTRACTOR fails to comply with any one of the provisions of the Subcontract, or fails to perform in accordance with the Prime Contract; (c) SUBCONTRACTOR fails to comply with any project schedule referred to herein; (d) SUBCONTRACTOR becomes insolvent, is unable to, or fails to pay its obligations as they mature. Upon default by SUBCONTRACTOR and failure of SUBCONTRACTOR to cure such default within three (3) days after written notice thereof by CONTRACTOR, CONTRACTOR shall have the right to take over the work and prosecute the same to completion. CONTRACTOR may, without liability for doing so, take possession of and utilize all materials, appliances, plans, equipment and other property belonging to the SUBCONTRACTOR as may be on the Project site or otherwise available in performance of the Work. CONTRACTOR may, at its discretion, do whatever is necessary to assure performance of any remaining Work and may take any action reasonably necessary therefore in SUBCONTRACTOR'S name. Upon any default, SUBCONTRACTOR and its surety company shall be liable to CONTRACTOR for any and all costs, expenses, attorney fees and other damages, both liquidated and unliquidated, which directly or indirectly result from SUBCONTRACTOR'S default.

15. Subcontractor's Delivery of Documents. SUBCONTRACTOR agrees to provide all of the following documents for project closeout;

a. Operating and maintenance manuals for all equipment installed as a part of the Work or required by the Prime Contract;
b. As-built contract drawings and/or fabrication drawings in reproducible form depicting the Work as constructed, installed and/or incorporated in the Project;
c. All written warranties as required by the Prime Contract and a general written warranty in accordance with the Subcontract, all such warranties to be in a form acceptable to CONTRACTOR, and,
d. Written consent of surety to final payment by CONTRACTOR in a form acceptable to CONTRACTOR.

All of the foregoing shall be delivered to CONTRACTOR prior to final payment hereunder. SUBCONTRACTOR agrees that CONTRACTOR may withhold final payment and/or retainage until SUBCONTRACTOR fully complies with this provision.

16. Warranty. SUBCONTRACTOR hereby warrants all Work to be free from all defects of materials or workmanship. Additionally, SUBCONTRACTOR shall warrant the Work as may be specifically required by the Prime Contract for the warranty period stated in the Prime Contract. SUBCONTRACTOR shall be liable to CONTRACTOR for all damages, including consequential damages, suffered by reason of any breach of warranty, shall indemnify CONTRACTOR from claims of third parties arising out of or relating to any breach of warranty and shall remove, replace and/or repair at its own expense and at the convenience of Owner any workmanship, materials and equipment furnished hereunder with respect to which any defect shall appear, and any equipment furnished hereunder which shall fail to develop ratings, capacities or characteristics required by this Subcontract and/or the Prime Contract, together with all related documents, at any time within the warranty period of the Prime Contract or within such longer period thereafter as may be provided in such contracts and related documents; such obligation of SUBCONTRACTOR shall be in addition to all other obligations imposed by law or this Subcontract. CONTRACTOR may demand assurance, by bond or otherwise, from SUBCONTRACTOR that it will abide by its guarantee and warrant as specified herein and as might otherwise be specified to a greater extent in the Prime Contract.

17. Attorney Fees. In the event either party takes action to enforce this agreement, the prevailing party shall be entitled to recover a reasonable sum for attorney fees and costs from the other party, including costs and fees in arbitration, litigation and on any appeal. In addition, in the event CONTRACTOR is required to defend any action arising out of or relating to SUBCONTRACTOR'S obligation hereunder, including any suit, arbitration or other legal proceeding, SUBCONTRACTOR shall pay CONTRACTOR'S reasonable costs and attorney fees, including costs and fees on any appeal.

18. Contract Modifications. This Subcontract, together with attachments hereto and documents designated herein, constitute the entire agreement between the CONTRACTOR and the SUBCONTRACTOR and cannot be changed, modified or amended except in writing executed by the CONTRACTOR and SUBCONTRACTOR. This Subcontract supersedes all prior representations, understandings or agreements except as expressly stated herein. This Subcontract shall be binding upon the heirs, successors, administrators and assigns of the parties hereto.

19. Termination. CONTRACTOR shall have the right to terminate this Subcontract Agreement at any time and SUBCONTRACTOR'S sole remedy shall be as follows:

(A) in the event the Owner suspends or terminates the Prime Contract, in whole or in part, or abandons the project or the Owner's lender fails to fund construction of the project. In such events, CONTRACTOR shall pay to SUBCONTRACTOR only such amount as is actually received from the Owner for Work performed by SUBCONTRACTOR

or

(B) for CONTRACTORS convenience, with or without cause. In such event, CONTRACTOR shall be liable to SUBCONTRACTOR only for the reasonable value of Work actually performed by SUBCONTRACTOR on site less previous payments, subject to amounts that may be withheld for defective Work, claims of SUBCONTRACTORS suppliers, sub-subcontractors, employees or others and back charges and any other sums owing by SUBCONTRACTOR to CONTRACTOR. Further, it is agreed that any termination for default by CONTRACTOR that is determined to be wrongful shall be deemed to be a termination for convenience hereunder and SUBCONTRACTOR shall be compensated accordingly.

(C) SUBCONTRACTOR hereby waives any and all claims for lost profits and other direct, incidental and consequential damages arising out of or relating to termination of the Subcontract Agreement by CONTRACTOR.

20. CM Company, Inc. is licensed in Oregon as CM Company, Inc., Corporation of Idaho.

Construction Contractors Board registration number is 62774.

21. CM Company, Inc. is licensed in Washington. Department of Labor and Industries registration number is CMCOMCI864LC.

CM COMPANY, INC.

PURCHASE ORDER

Date:

To: *Supplier:*

«CompanyName»
«CompanyAddress»
«CityStateZip»

Purchase Order No.: 2532.C.«PONo»

Show this Purchase Order No. on all Inquiries, Invoices Packing slips and Shipping Documents.

Project: ITD – D9 Canopy & Yard
3311 W. State Street
Boise, Idaho 83703

Ship To: ITD – D9 Canopy & Yard
3311 W. State Street
Boise, Idaho 83703

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

Architect: CSHQA
200 Broad Street
Boise, ID 83702

Supplier agrees to furnish, FOB job site, not later than the stated Required Delivery Date(s), the following materials in conformance with the contract documents, project manual, and plans and specifications for the Project in accordance with **CSHQA** plans and specifications dated **September 29, 2026**. All State and local sales taxes are included in the price, whether or not separately stated.

Total Price: The Contractor, for full, complete, and faithful performance of this Purchase Order, agrees to pay to the Supplier the total sum of **«WrittenAmount»**, **«ContractSum»** (the "Contract Sum").

Scope of Work: «BidPkgName»

«ScopeOfWork»

Payment shall be made to Supplier for materials delivered and accepted by Owner within Thirty (30) days after CM Company's receipt of payment from Owner.

The Terms & Conditions Attached Hereto is Part of This Purchase Order & Are Binding Upon Supplier

(Sign and Return Within Five (5) Days)

Contractor

CM Company, Inc.

By_____

Title: Trey Crookston, President

Date: _____

Supplier

«CompanyName»

By_____

Title: _____

Date: _____

PURCHASE ORDER
TERMS AND CONDITIONS

1. Time is of the essence. All materials shall be delivered on or before the Required Delivery Dates. Supplier shall cooperate with **CM Company, Inc**. for earlier delivery of materials to the job site if progress of the Work permits and shall coordinate all deliveries so as to avoid extended storage.

2. All materials are to be in strict compliance with the plans and specifications and are subject to acceptance and approval of the Owner, Architect, and/or **CM Company, Inc**. Not later than 10 days after receipt of this Purchase Order, Supplier shall furnish all required shop drawings, submittals, test reports, and samples (collectively "Submittals") and all applicable material safety data sheets as required by OSHA regulations. Submittals shall be subject to Architect or Owner approval. In the event Submittals or materials are not approved, Supplier shall promptly furnish revised Submittals and/or acceptable materials. This Purchase Order may be cancelled without liability at any time prior to shipment or, as to specially manufactured materials, prior to commencement of manufacture.

3. Quality control of the materials is of the essence. Supplier shall establish and maintain a quality control program to assure proper manufacture and timely delivery of the materials.

4. Supplier shall be liable for all damages incurred due to (i) failure to deliver materials by the Required Delivery Dates, (ii) failure to timely furnish Submittals, and/or (iii) defects or nonconformance of the materials with the plans and specifications. Such liability shall include, but is not to be limited to, all direct, incidental and consequential damages, costs incurred to purchase substitute materials, damage caused to third parties, and labor, overhead and other costs and attorney fees incurred by reason thereof.

5. All materials shall remain the property of Supplier until delivered to the designated location and accepted by **CM Company, Inc.** All damage to the materials or loss of any kind occurring during transit shall be borne by Supplier.

6. Supplier warrants all materials to be new, adequate for the purpose intended, merchantable, of good workmanship, and free from defects. Supplier agrees to replace, at its expense, defective materials and remedy any damage caused thereby discovered within one (1) year from the date such materials are incorporated into the Project and accepted by the Owner. These warranties are in addition to those implied by law and any special or additional warranties or guarantees required by the applicable specifications.

7. Supplier agrees to indemnify and hold **CM Company, Inc.** and the Owner harmless from and against any suits, claims, actions, penalties and damages of every kind and nature, including attorney fees, arising out of or incident to Supplier's performance or nonperformance of this Purchase Order and /or the negligence of Supplier, its employees, agents and representatives.

8. As a condition of any payment, Supplier shall furnish waivers of lien or payment bond claims or other documents requested by **CM Company, Inc.**

9. Acceptance of this offer is strictly limited to the terms set forth. Any additional and/or different terms from those contained herein stated in any proposal, offer or acceptance by Supplier shall not operate as a modification of the Purchase Order. All prior representations or preliminary negotiations are deemed to be merged into this Purchase Order. No modification or amendment of this Purchase Order unless agreed in writing by **CM Company, Inc.**

10. Not later than 30 days after final delivery of materials and as a condition of final payment, Supplier shall provide to **CM Company, Inc.** "as-fabricated" shop drawings in acceptable, reproducible form and shall provide all required written warranties.

11. This Purchase Order shall be governed by the laws of the State of Idaho. Should a suit be initiated to enforce this Purchase Order, jurisdiction and venue shall be in the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada, and the prevailing party shall be entitled to recover its attorney's fees and costs of suit.

12. **CM Company, Inc.** is licensed in Oregon as **CM Company, Inc.**, Corporation of Idaho. Construction Contractors Board registration number is 62774.

13. **CM Company, Inc.** is licensed in Washington. Department of Labor and Industries registration number is CMCOMCI864LC.

TEMPORARY FACILITIES AND CONTROLS

This document is to describe the responsibility of various Subcontractors for construction facilities and temporary controls.

Part 1 - General

1.1 Construction facilities and temporary controls outlined in this section will be provided by the party specifically noted or are to be provided individual specification sections.

1.2 Section Includes

(a) Temporary Utilities: Electricity, lighting, telephone service, and water.

(b) Temporary Construction and Support Facilities: Temporary ventilation, field offices and storage sheds, sanitary facilities, drinking water, temporary enclosures, hoists and temporary elevator use, project identification, progress cleaning, waste disposal services, debris chutes, removal of utilities and controls, construction aids, and miscellaneous services and facilities.

(c) Security and Protection Facilities: Temporary fire protection, barricades, warning signs and lights, environmental protection, protection of installed work and security.

(d) These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required and no omission from this section will be recognized as an indication by Architect that such temporary activity is not requited for successful completion of the Work and compliances with requirements of Contract documents. Provisions of this section are applicable to, but no way a limitation of, utility services, construction facilities, security / protection provisions and support facilities.

1.3 Related Sections

(a) Section 01 70 00 - Contract Closeout: Final Cleaning.

Part 2 – Execution and Responsibility

2.1 Temporary Utilities

2.1.1 Temporary Electricity

(a) The CM Company, will provide power sources as method of providing electrical power to the building. Subcontractor to ensure GFCI protected.

(b) CM Company, will provide (1) splitter box at each distribution box.

(c) The voltage provided at point of distribution will be 120/208, single phase.

(d) Subcontractor shall provide his own UL approved extension cords and any adapters required.

(e) Subcontractor shall provide supplementary electrical power to handle any additional power requirements.

(f) Subcontractor shall provide labor and materials to relocate, or modify power needs to each desired location. Each relocation is subject to the CM Company's approval.

(g) Additional information to be included in forthcoming Addendum.

2.1.2 Temporary Lighting

(a) CM Company will provide general temporary lighting throughout project duration.

(b) The Subcontractor will supply and maintain his own task lighting as needed.

2.1.3 Telephone Services

(a) Telephone services for this bid package are the responsibility of the Subcontractor.

2.1.4 Water

(a) CM Company, will provide one water source.

2.2 Temporary Construction and Support Facilities

2.2.1 Temporary Heat and Ventilation

(a) CM Company, will provide temporary heat.

(b) All covering or blanketing of work shall be done by subcontractor.

2.2.2 Field Offices and Storage Sheds

(a) Power requirements and supply will be the responsibility of each subcontractor. Space is limited on site for project trailers and storage. Provisions will be made on an individual basis.

2.2.3 Sanitary Facilities

(a) CM Company, will provide and maintain a designated toilet facility as required by Occupational Safety and Health Act.

2.2.4 Drinking Water

(a) Each Subcontractor shall provide drinking water for their respective personnel as required by applicable employment regulations.

2.2.7 Hoists and Temporary Elevator Use

(a) Each Subcontractor shall provide facilities to hoist materials and employees to working location.

2.2.8 Progress Cleaning

(a) Each Subcontractor shall clean up his trash and debris and remove it to Subcontractor furnished jobsite dumpster. Demolition materials are to be removed and disposed of in a legal manner by any Subcontractor performing demolition work.

(b) Subcontractor shall broom clean work areas daily.

(c) If Subcontractor fails to clean up his work area in a timely and satisfactory manner after 24-hour notice, CM Company will cause the clean up to be done by others at the expense of the Subcontractor.

(d) If it is impractical to determine the sources of debris, or if debris from a Subcontractor or various separate Subcontractors is inseparably mixed, all Subcontractors working in the subject area shall jointly clean up the debris at the direction of CM Company. If conflicts arise as to which party is responsible for clean up, CM Company's judgment will be final.

(e) If additional clean up is required, CM Company may organize a clean up wherein contractors will provide personnel for a general clean up. CM Company will determine the areas cleaned and numbered of personnel provided. CM Company's decision will be final.

2.2.9 Waste Disposal Services

(a) CM Company will provide waste collection containers (dumpsters) for use for all construction waste.

(b) Subcontractor is responsible for hauling their waste material to CM Company supplied dumpster.

2.2.10 Removal of Utilities, Facilities and Controls

(a) Upon completion of any portion of the Work when no longer required or as directed, Subcontractor will remove temporary facilities as directed by the Construction Manager.

(b) Upon completion of the Work, Subcontractor shall completely remove his remaining temporary facilities.

2.2.11 Construction Aides

(a) Subcontractor shall review site conditions and related factors affecting construction procedure and construction aides, including adjacent properties and facilities that may be affected by this Work. Comply with applicable requirements specified in this Project manual. Provide construction aides as required by progress of Work, or storage, and to accommodate legitimate requirements of Owner, Subcontractors and other Subcontractors employed at site.

(b) Subcontractor to comply with all local, state and federal safety laws regarding construction aides; barriers and fences for the protection of Work and prevent Public entry to Work.

(c) Subcontractor shall maintain access to and around adjacent properties and buildings to permit the normal use of facilities.

(d) Subcontractor shall provide and maintain for duration of Work, required scaffolds, tarpaulins, fences, barricades, canopies, warning signs, steps, bridges, platforms and other required aides for safe and proper execution of their Work in compliance with all safety and other regulations.

(e) Aides may be of materials new and used, Subcontractor's option, suitable for intended purpose, but must not be in violation of requirements of applicable codes or safety standards. Provide aides in neat and reasonably uniform appearance, structurally adequate for required purpose; maintain throughout duration of Work and relocate as required by progress of Work.

(f) Subcontractor shall completely remove from site construction aides when construction needs are met with permanent construction or at completion of Work. Repair damage caused by use of construction aides; remove all below grade construction and facilities of construction aides. Clean debris and grade site to required elevations. Restore any existing facilities used as construction aides to original or better condition.

(g) Temporary Vertical Transportation: Subcontractor shall provide temporary ladders, ramps, material hoists, scaffolding, cranes and other devises required for the Work, including guys, bracings and other required devices.

2.3 Security and Protection Facilities

2.3.1 Temporary Fire Protection

(a) CM Company, will provide and maintain temporary fire protection facilities for the project.

(b) All Subcontractors are to store combustibles in a fire-safe location.

(c) Any Subcontractor performing welding operations, combustion type temporary heating units or similar sources of fire ignition shall supervise these operations, and comply with “hot work” procedures.

2.3.2 Barricades, Warning Signs and Lights

(a) Each Subcontractor shall provide barricades, warning signs and lights at areas of their own work to comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights. Subcontractor shall maintain environmental controls during progress of work.

(b) Subcontractor shall provide barriers to prevent unauthorized entry to construction areas and to protect adjacent properties from damage from construction operations.

2.3.3 Environmental Protection

(a) The Subcontractor shall protect site from puddling or running water. Provide water barriers as required to protect site from soil contamination.

(b) Subcontractor shall execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent dust from dispersing into atmosphere.

2.3.4 Protection of Installed Work

(a) Each Subcontractor shall protect installed Work and provide special protection where specified individual Specification Sections.

(b) Subcontractor shall provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

(c) Subcontractor shall provide protective coverings at walls, projections, jambs, sills and soffits of openings.

(d) Subcontractor shall protect finished floors from dirt, wear and damages:

1. Install adhesive back protective materials in areas subject to foot traffic.
2. Lay planking or similar rigid materials in place, in areas subject to movement of heavy objects.
3. Subcontractor shall lay planking or similar rigid materials in place in areas where storage of products will occur.
4. Smoking is NOT permitted on the project. The CM/GC will post "NO SMOKING" signs in rooms and instruct all personnel.

(d) Subcontractor shall prohibit traffic on landscaping areas.

2.3.5 Security

(a) Construction Manager and/or Subcontractor is responsible during the construction period for his own security measures. The Owner and the Architect will not be responsible for protection of materials and equipment from damage, theft, etc.

(b) The Owner, through CM Company shall maintain free and unimpeded access to and egress from site at all times.

(c) Access to construction area will be permitted only through designated approaches.

(d) Whatever interference with normal street and sidewalk traffic becomes necessary for proper and convenient performance of the Work and no satisfactory detour route exists, before beginning the interference, the Subcontractor shall provide satisfactory detour, temporary bridge, other proper facilities for traffic to pass around or over interference, and maintain in satisfactory condition as long as interference continues.

(e) Parking area will be designated onsite by CM Company.

END OF DOCUMENT

CONSENT OF SURETY TO FINAL PAYMENT

To (Owner):

Principal:

Obligee:

Surety:
(Name, address)

Contract No.: 2532.C. Contract Date:

Contract /Project Description:

2532.C ITD – D9 Canopy & Yard
3311 W. State Street
Boise, Idaho 83703

In accordance with the provisions of the contract between the Obligee and the Principal described above, _____ , as Surety (the "Surety"), on the Principal's bond number _____ (the "Bond") hereby consents to the final payment to the Principal by the Obligee and agrees that final payment to the Principal shall not relieve the Surety of any of its obligations as set forth in the Bond.

IN WITNESS WHEREOF, the Surety has hereunto set it hand and seal this _____ day of _____ , _____.

_____
(Surety)

By: _____
Attorney-in-Fact

(seal)

INSURANCE REQUIREMENTS

In order to assist your broker in providing us with the correct evidence of insurance, we are attaching insurance coverage requirements and a sample Acord Form 25 (2010/05) certificate of insurance.

Please have the certificate completed and attach the completed endorsements. It is imperative that the endorsements be issued using the wording contained on enclosed samples.

In addition, Contractors shall ensure that all tiers of their subcontractors shall maintain insurance in like form and amounts. Certificates of Insurance shall be provided by the Contractor prior to the start of the project.

INSURANCE SHALL INCLUDE THE FOLLOWING:

1. Contractual Liability – ISO Form CG 00 01 (12/04) or equivalent
2. Personal Injury – ISO Form CG 00 01 (12/04) or equivalent
3. Product and Completed Operations – ISO Form CG 00 01 (12/04) or equivalent
4. Idaho Transportation Department and CM Company, Inc. added as additional insured on ISO Form CG 2010 (11/85); or CG 2010 (10/93) and CG 2037; or CG 2033 and CG 2037; or an endorsement providing equivalent coverage to the additional insured. Coverage will be primary and non- contributory.
5. Cross liability or severability of interest in policy form.
6. Per Project Aggregate – ISO Form CG 2503 (3/97); or equivalent.
7. The certificate holder as Primary additional insured on auto policy with CA 2048 (2/91) signed by an Authorized Representative or equivalent.
8. Contractor shall maintain coverage as specified.

SUBCONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Title 63, Chapter 15, I, the undersigned, being duly sworn, deposes and certifies that all taxes, excises, and license fees due to the State or its taxing units, for which I or my property is liable then due or delinquent, have been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

_____
Name of Contractor

_____
Address

_____
City, State and Zip Code

By_____
Signature

Subscribed and sworn to before me this _____ day of _____, 2026.

Commission Expires:

_____ _____
Notary Public residing at

_____

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

COUNTY OF _____

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

_____
Name of Contractor

_____
Address

_____
City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____

Commission expires:

_____
NOTARY PUBLIC, residing at

_____

_____

CM Company, Inc.
431 West McGregor Drive
Boise, Idaho 83705
(208) 384-0800
Fax: (208) 345-5323

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

To: _____

From: _____

Project: 2532.C ITD – D9 Canopy & Yard

Payment Request Number: _____

Dates: From: _____, 20_____ To: _____, 20_____

Statement of Contract Account:

1. Original Subcontract Amount:	$
2. Approved Change Order No(s): ____ (Per attached breakdown) (Net)	$
3. Adjusted Contract Amount:	$
4. Value of Work Completed to Date: (Per attached breakdown)	$
5. Value of Approved Change Order(s) Completed: (Per attached breakdown)	$
6. Materials Stored Off-Site: (Per attached breakdown and Insurance Certificate for Stored Materials)	$
7. Total to Date:	$
8. Less Amount Retained: (_____%)	$< >
9. Total Less Retainage:	$
10. Total Previously Paid:	$< >
11. Amount Due This Request:	$

CERTIFICATE OF THE SUBCONTRACTOR:

I hereby certify that the work performed and the materials supplied to date, as shown above, represent the actual value of accomplishment under the terms of the Standard Subcontract Terms (and all authorized changes thereto) between the undersigned and Joint School District No. 2 relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the contractor to: (1) all my subcontractors (sub-contractors); and (2) for all materials and labor used in or in connection with the performance of the Standard Subcontract Terms. I further certify that I have complied with Federal, State, and local tax laws, including Social Security laws and Unemployment Compensation laws, and Worker's Compensation laws insofar as applicable to the performance of the Standard Subcontract Terms.

Date_____ Subcontractor_____

Subscribed and Sworn Before Me This _____ Day of _____, 20_____

By:_____
(Authorized Signature)

Notary Public: _____

My Commission Expires: _____ TITLE: _____

Idaho State Tax Commission

WH-5 Public Works Contract Report

Ref. No. (State use only)

Idaho Code sections 54-1904A and 63-3624(g) require all public works contracts to be reported to the Tax Commission. This form must be filed with the Tax Commission within 30 days after a contract is awarded.

Contract awarded by (public body and address)

Contract awarded to (contractor's name and address)

State of incorporation	Federal Employer Identification Number (EIN)	Date qualifed to do business in Idaho
Business operates as ☐ Sole proprietorship ☐ Partnership ☐ Corporation ☐ LLC		Public Works contractor license number
Sole proprietor's Social Security number	Idaho sales/use tax permit number	Idaho withholding tax permit number
Awarding agency project number		Amount of contract $

Description and location of work to be performed

PROJECT DATES

Scheduled project start date: _____ Completion date: _____

If the following information is not available at this time, please indicate date it will be: _____

ALL SUBCONTRACTORS

Name			Federal EIN
Address			Public works contractor number
City, State, ZIP	☐ LLC ☐ Sole proprietorship	☐ Corporation ☐ Partnership	Amount of subcontract $
Description of work			

Name			Federal EIN
Address			Public works contractor number
City, State, ZIP	☐ LLC ☐ Sole proprietorship	☐ Corporation ☐ Partnership	Amount of subcontract $
Description of work			

Name			Federal EIN
Address			Public works contractor number
City, State, ZIP	☐ LLC ☐ Sole proprietorship	☐ Corporation ☐ Partnership	Amount of subcontract $
Description of work			

Name			Federal EIN
Address			Public works contractor number
City, State, ZIP	☐ LLC ☐ Sole proprietorship	☐ Corporation ☐ Partnership	Amount of subcontract $
Description of work			

ALL SUBCONTRACTORS (CONTINUED)

Name		Federal EIN
Address		Public works contractor number
City, State, ZIP	☐ LLC ☐ Corporation ☐ Sole proprietorship ☐ Partnership	Amount of subcontract $
Description of work		

Name		Federal EIN
Address		Public works contractor number
City, State, ZIP	☐ LLC ☐ Corporation ☐ Sole proprietorship ☐ Partnership	Amount of subcontract $
Description of work		

Name		Federal EIN
Address		Public works contractor number
City, State, ZIP	☐ LLC ☐ Corporation ☐ Sole proprietorship ☐ Partnership	Amount of subcontract $
Description of work		

SUPPLIERS

Use the space below to report major suppliers of materials and supplies; items removed from inventory; equipment purchased, rented, or leased for use in project; materials provided by government agency. Please indicate how sales or use tax was paid.

Name		Federal EIN	Total value $
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax paid	

Name		Federal EIN	Total value $
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax paid	

Name		Federal EIN	Total value $
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City, State, ZIP	Phone	☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax paid	

Name		Federal EIN	Total value $
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax paid	

* If tax was not paid to suppliers but **was** or **will be** reported as "items subject to use tax" under your permit number, indicate period of return on which payment **was** or **will be** reported: _____

If tax was paid to a state **other** than Idaho, name state next to "total value" box(es) above. If tax is due and has **not previously been reported**, attach payment to this form. **If you need more room, please photocopy this page.**

SIGN HERE	Authorized signature	Print name	Phone number	Date

File with the Idaho State Tax Commission, PO Box 36, Boise ID 83722-2210.

For more information, call (208) 334-7618 • Fax: (208) 332-6619 • E-mail: Contractdesk@tax.idaho.gov.