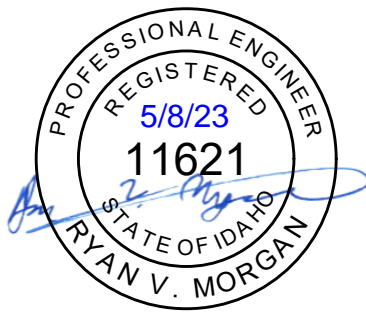


Contract Documents & Specifications

CITY OF STAR, IDAHO

PAVILION PARKING LOT

Volume 1 of 2
Technical Specifications



MAY 2023



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Star, ID 83669
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ADVERTISEMENT FOR BIDS

OWNER: City of Star

PROJECT TITLE: Pavilion Parking Lot

Separate sealed Bids for the Star Pavilion Parking Lot will be received by the City of Star, Idaho 10769 West State Street, Star, ID 83669, until **3:00 pm local time on May 25, 2023**, and then publicly opened and read aloud shortly thereafter at the Star River House 960 South Main Street, Star, Idaho 83669.

The project consists of site work improvements for the Pavilion Parking Lot located in the existing Pavilion Park. Improvements included the construction of a new parking lot and associated curb, gutter, and sidewalk.

Obtaining The Bidding Documents

The Request For Proposals (RFP) Documents for the Project can be found online at the following designated website:

<https://www.staridaho.org/rfps>

Documents may be downloaded from the designated website. Prospective applicants are urged to submit their intent to submit bids even if Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. Intent to Bid may be submitted by emailing bids@staridaho.org. The designated website will be updated periodically with addenda, reports, and other information relevant to the bidding documents. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Owner will not be responsible for addenda, if any, obtained from sources other than the designated website.

Documents may be examined at the following locations during business hours:

- 1) Star City Hall, 10769 West State Street, Star, ID 83669

A pre-bid conference will be held at **1:30 p.m.** local time on **May 17, 2023**, on site at 11380 W. Hidden Brook Dr., Star, Idaho 83669. We will gather near the north parking lot. Attendance at the pre-bid conference is encouraged but is not mandatory.

In determining the lowest responsive bid, the Owner will consider all acceptable bids on a basis consistent with the bid package. The Owner will also consider whether the bidder is a responsible bidder.

All bids must be signed and accompanied by evidence of authority to sign.

Bids must be accompanied by Bid Security in the form of a bid bond, certified check, cashiers check or cash in the amount of **5%** of the amount of the bid proposal. Said bid security shall be forfeited to Owner as liquidated damages should the successful bidder fail to enter into contract in accordance with their proposal as specified in the Instructions to Bidders.

Owner reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept the proposal deemed most advantageous to the best interest of the Owner.

Dates Advertised: May 3, 2023 & May 10, 2023

SUGGESTED INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Bidder – The individual or entity who submits a Bid Directly to Owner.
 - B. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered by the Owner.
 - C. *Owner* – City of Star, 10769 West State Street, Star, Idaho 83669.
 - D. *Successful Bidder* – The lowest responsible Bidder submitting a responsive Bid to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder’s qualifications to perform the Work, after submitting its Bid and within 2 days of Owner’s request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Idaho Code 54-1902 requires Bidder and subcontractors to have the appropriate Public Works Contractor’s License to submit a Bid or proposal for this project.
 - B. Bidder’s state or other contractor license number, if applicable.
 - C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, “Subcontractors, Suppliers, and Others.”
- 3.02 A Bidder’s failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder’s qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder may conduct a Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or

subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Owner will transmit to all prospective Bidders of record such Addenda as Owner considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids

may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Owner prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Owner as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Owner at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Owner's decision of approval or

disapproval of a proposed item will be final. If Owner approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within two days after Bid opening, submit to Owner a list of the Subcontractors.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
 - 13.03 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
 - 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
 - 13.05 A Bid by an individual shall show the Bidder’s name and official address.
 - 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
 - 13.07 All names shall be printed in ink below the signatures.
 - 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
 - 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
 - 13.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

- 14.01 Base Bid with Alternates
 - A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to **Pavilion Parking Lot**.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 Contractor shall pay all applicable sales and use taxes. These amounts shall be included in the Contractor's bid.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Star

10769 West State Street

Star Idaho, 83669

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information,

observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

PAVILION PRKING LOT BID PACKAGE

| | |
|--|---------------------|
| Total of Bid Package | \$ |
| | (Amount in Figures) |
| (Amount in Words) | |
| (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.) | |

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security.
- B. List of Proposed Subcontractors.
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
- D. Idaho Public Works Contractor's License No. or Evidence of Bidder's ability to obtain an Idaho Public Works Contractor's License and a covenant by Bidder to obtain said license prior to award and execution of contract.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

City of Star
Pavilion Parking Lot

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

BID BOND (Penal Sum Form)

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____ By: _____
Signature Signature (Attach Power of Attorney)

Print Name Print Name

Title Title

Attest: _____ Attest: _____
Signature Signature

Title Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

City of Star
Pavilion Parking Lot

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00 43 36 – PROPOSED SUBCONTRACTORS

Bidder shall include in his or her Bid the name, address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract for the project in the areas listed below under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

(Insert “self” if properly licensed and so intended. Insert “Not required” if such specialty work is not required)

| <u>Subcontractor</u> | <u>Name/Address/Public Works License Number</u> | <u>% of Work Performed</u> |
|---|---|----------------------------|
| Electrical Contractor: | | |
| Address: | | |
| License Number: | | |
| Plumbing Contractor: | | |
| Address: | | |
| License Number: | | |
| HVAC Contractor: | | |
| Address: | | |
| License Number: | | |
| Address: | | |
| License Number: | | |
| Address: | | |
| License Number: | | |
| Address: | | |
| License Number: | | |
| Address: | | |
| License Number: | | |
| Total % of Work Performed by Subcontractors | | |

NOTICE OF AWARD

Date of Issuance:

Owner: City of Star

Owner's Contract No.:

Project: Pavilion Parking Lot

Contract Name: Same as project name.

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ _____

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [_____] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Star

Authorized Signature

By:

Title:

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Star ("Owner") and
____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
- A. Site improvements for the Pavilion Parking lot Improvements, more specifically Work specifically includes placement of a new parking lot and concrete sidewalks associated with new park improvements.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: City of Star, Pavilion Parking Lot.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by City of Star Staff.
- 3.02 The Owner will act as their own representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 50 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 65 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$250 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, a lump sum of: \$.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 6 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to , inclusive).
 - 2. Performance bond (pages to , inclusive).
 - 3. Payment bond (pages to , inclusive).
 - 4. Other bonds.
 - a. (pages to , inclusive).
 - 5. General Conditions (pages to , inclusive).
 - 6. Supplementary Conditions (pages to , inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of sheets with each sheet bearing the following general title: [or] the Drawings listed on the attached sheet index.
 - 9. Addenda (numbers to , inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages to , inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution.
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

City of Star
Pavilion Parking Lot

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on (which is the Effective Date of the Contract).

1.

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

NOTICE TO PROCEED

| | | | |
|-------------|----------------------|-----------------------------|----------------------|
| Owner: | City of Star | Owner's Contract No.: | |
| Contractor: | | Contractor's Project No.: | |
| Project: | Pavilion Parking Lot | Contract Name: | Same as project name |
| | | Effective Date of Contract: | |

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [REDACTED], 2023 [see Paragraph 4.01 of the General Conditions].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of days to achieve Substantial Completion is 50, and the number of days to achieve readiness for final payment is 65.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: City of Star

By: Authorized Signature

Title:

Date Issued:

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

City of Star
Pavilion Parking Lot

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default.

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract.

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors.

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the

Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract.

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such

City of Star
Pavilion Parking Lot

unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)

Contractor's Name and Corporate Seal

By: _____

Signature

Print Name

Title

Attest: _____

Signature

Title

(seal)

Surety's Name and Corporate Seal

By: _____

Signature *(attach power of attorney)*

Print Name

Title

Attest: _____

Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Claim to the Surety (at the address described in Paragraph 13).

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

CITY OF STAR
PAVILION AND BLAKE HAVEN PARK IMPROVEMENTS

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant.
 2. The name of the person for whom the labor was done, or materials or equipment furnished.
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract.
 4. A brief description of the labor, materials, or equipment furnished.
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract.
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
 7. The total amount of previous payments received by the Claimant; and
 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

CERTIFICATE OF INSURANCE

This is to certify that the policies of insurance listed below have been issued to:

(Name and address of insured)

By the _____
(Name and address of insurance company)

Description of contract:

| Type of Coverage | Limits of Liability | Policy Number | Expiration Date |
|--|---------------------|---------------|-----------------|
| 1. Workmen's Compensation | | | Statutory |
| 2. <u>Employers' Liability (Each accident)</u> | \$ _____ | | |
| | Bodily Injury | | Property |
| | | Damage* | |
| 3. Comprehensive General Liability | | | |
| | \$ _____ | \$ _____ | |
| A. Premises & Operations | \$ _____ | \$ _____ | |
| B. Blanket Contractual | \$ _____ | \$ _____ | |
| Independent | \$ _____ | \$ _____ | |
| C. Subcontractors | \$ _____ | \$ _____ | |
| Products Liability and | \$ _____ | \$ _____ | |
| D. Completed Operations | \$ _____ | \$ _____ | |
| 4. Comprehensive Automobile | \$ _____ | \$ _____ | |
| Liability (owned, hired & non-owned) | \$ _____ | \$ _____ | |

Expires 12:01 AM standard time at the address of named insured stated herein.

*Indicate the following property damage liability features

- | | | |
|--|-----|----|
| | Yes | No |
| 1. "Broadform" including occurrence and care, custody, and control | | |
| 2. Explosion, collapse, and underground damage exclusions | | |

The insurer agrees that it will notify in writing, the City of Star of any material change, expiration, or cancellation of the above described policies not less than 30 days before such change, expiration, or cancellation becomes effective. It is further agreed the above-named Owner, his officers, agents and employees are included as additional named insureds but only as respects the performance of the above described contract.

(Name of insurance company)

Date of issue: _____

(Authorized Representative)

SECTION 00 62 76.10 - IDAHO STATE TAX REQUIREMENTS

PART 1 - GENERAL

1.1 TAX REPORTING REQUIREMENTS

- A. In accordance with the provisions of Sections 54-1904A and 63-3624(g) of the Idaho Code, the owner is required to report all Public Works Contracts to the State Tax Commission. Excerpts from these sections and appropriate Public Works Contract Report forms are included in this section. The Contractor shall be responsible for completing the Public Works Contract Report (Form WH-5) within 30 days of the award of the contract. This form is included in this section. Form WH-5 shall be submitted to the State Tax Commission with a copy given to the Owner and a copy to the Engineer. Said submittal shall be required as part of contract mobilization.
- B. In addition, the Contractor will be required to complete the attached form "CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES" at the time that the contract is awarded. Also, prior to releasing retainage, the Contractor shall be required to submit the attached "AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES" to the Engineer. At that time the Engineer will submit a "Request for Tax Release" to the State Tax Commission. Retainage cannot be released until the State Tax Commission issues a tax release stating that all taxes have been paid.

1.2 MATERIALS PURCHASED BY A PUBLIC WORKS AGENCY BUT INSTALLED BY THE CONTRACTOR

- A. The Contractor owes use tax on materials purchased by a public works agency and installed by the Contractor according to Idaho Sales Tax Rule 12 and Idaho Code 63-3615(b).

CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES
(Idaho Code 63-1503)

"The Contractor, in consideration of securing the business of erecting or constructing public works in this State, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the State when taxes, excises, or licenses fees to which he is liable become payable agrees:

1. To pay promptly when due all taxes (other than on real property) excises and license fees due to the State, its corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of, such term;
2. That if the said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof,
3. That, in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxing units to which said contractor is liable."

CONTRACTOR

By: _____

Name: _____

Address: _____

(Seal)

ATTEST:

Name: _____

AFFIDAVIT OF PAYMENT OR SECUREMENT
OF ALL TAXES

STATE OF _____
County of _____ }ss.

The Contractor, _____, being first duly sworn, on oath deposes and says that he is in conformance with Idaho Code 63-1502; that he is authorized to do business in the State of Idaho and that he can furnish satisfactory evidence that he has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable, now due or delinquent, including assessments, excises and license fees levied by the State of Idaho or any taxing unit within the State of Idaho.

DATED this _____ day of _____ 20____.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Notary Public for _____

Residing at _____

Commission Expires _____

City of Star
Pavilion Parking Lot

State of Idaho
DEPARTMENT OF REVENUE AND TAXATION
STATE TAX COMMISSION

PUBLIC WORKS CONTRACT TAX RELEASE

Section 54-1904A and G3-3624(f), Idaho Code, requires all Public Works Contracts to be reported to the State Tax Commission

EFO00234
04-27-11

Idaho State Tax Commission
REQUEST FOR TAX RELEASE

Date: _____

| PART I -- AWARDING AGENCY INFORMATION: | | | |
|--|--|-----------------|---------------------------|
| Name of agency | | Mailing address | City, state, and ZIP Code |
| Contact name | | Phone number | Email address |

| PART II -- CONTRACTOR INFORMATION: | | | |
|------------------------------------|--------------|-----------------|---------------------------|
| Name of contractor | | Mailing address | City, state, and ZIP Code |
| Federal EIN | Contact name | Phone number | Email address |

| PART III -- CONSTRUCTION/CONTRACT MANAGER INFORMATION (if applicable): | | | |
|--|--------------|-----------------|---------------------------|
| Name of business | | Mailing address | City, state, and ZIP Code |
| Federal EIN | Contact name | Phone number | Email address |

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

NOTE: We will email all copies unless otherwise requested.

| PART IV -- PROJECT INFORMATION: | |
|--|-------------------------|
| Name of project | Location of project |
| Description of project | |
| Project number assigned by awarding agency | |
| Project start date | Project completion date |
| Final/closing contract amount (includes all change orders) \$ | |

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

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

| List materials | List dollar values of materials |
|----------------|---------------------------------|
| | \$ |
| | \$ |
| | \$ |

Send to: Contract Desk/Sales Tax Audit
Idaho State Tax Commission
PO Box 36
Boise ID 83722-0410

Phone: (208) 334-7618 • Fax: (208) 332-6619 • Email: contractdesk@tax.idaho.gov

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

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 qualified to do business in Idaho |
| Business operates as <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC | Public Works contractor license number | |
| Sole proprietor's Social Security number | Idaho sales/use tax permit number | Idaho withholding tax permit number |
| Awarding agency project number | Amount of contract \$ | |
| Description and location of work to be performed | | |

PROJECT DATA

Scheduled project start date: _____ Completion date: _____

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

ALL SUBCONTRACTORS

| | | |
|---------------------|--|-----------------------------|
| Name | Federal EIN | |
| Address | Public works contractor number | |
| City, State, ZIP | <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership | Amount of subcontract \$ |
| Description of work | | |
| Name | Federal EIN | |
| Address | Public works contractor number | |
| City, State, ZIP | <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership | Amount of subcontract \$ |
| Description of work | | |
| Name | Federal EIN | |
| Address | Public works contractor number | |
| City, State, ZIP | <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership | Amount of subcontract \$ |
| Description of work | | |
| Name | Federal EIN | |
| Address | Public works contractor number | |
| City, State, ZIP | <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership | Amount of subcontract \$ |
| Description of work | | |

EFO00168 04-28-11

City of Star
Pavilion Parking Lot

| ALL SUBCONTRACTORS (CONTINUED) | | | | |
|---|--|--|--------------------------------|-------------------|
| Name | | | Federal EIN | |
| Address | | | Public works contractor number | |
| City, State, ZIP | <input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership | Amount of subcontract \$ | |
| Description of work | | | | |
| Name | | | Federal EIN | |
| Address | | | Public works contractor number | |
| City, State, ZIP | <input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership | Amount of subcontract \$ | |
| Description of work | | | | |
| Name | | | Federal EIN | |
| Address | | | Public works contractor number | |
| City, State, ZIP | <input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership | Amount of subcontract \$ | |
| Description of work | | | | |
| SUPPLIERS | | | | |
| Use the space below to report major suppliers of materials and supplies, items removed from inventory; equipment purchased, rented, or leased for use in project; materials provided by government agency. Please indicate how sales or use tax was paid. | | | | |
| Name | | Federal EIN | | Total value \$ |
| Address | | Materials and equipment purchased and used | | |
| City, State, ZIP | Phone | <input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid | | |
| Name | | Federal EIN | | Total value \$ |
| Address | | Materials and equipment purchased and used | | |
| City, State, ZIP | Phone | <input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid | | |
| Name | | Federal EIN | | Total value \$ |
| Address | | Materials and equipment purchased and used | | |
| City, State, ZIP | Phone | <input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid | | |
| Name | | Federal EIN | | Total value \$ |
| Address | | Materials and equipment purchased and used | | |
| City, State, ZIP | Phone | <input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid | | |

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

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

| | | | | |
|-----------|----------------------|------------|--------------|------|
| SIGN HERE | Authorized signature | Print name | Phone number | Date |
|-----------|----------------------|------------|--------------|------|

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.

WARRANTY FORM

**WARRANTY FOR THE CITY OF STAR
Pavilion Parking Lot**

We hereby guarantee the City of Star, Pavilion Parking Lot project, and all work done thereon for a period of one year after the date of final completion.

We hereby guarantee all equipment, material, supplies, and work furnished on the job against defective construction or workmanship for a period of one (1) year following substantial completion of the Project, except when a longer guarantee is provided by the supplier or manufacturer of the equipment. We hereby expressly agree to act as co-guarantor of such equipment and materials and shall furnish the City of Star with all warranty and guarantee documents relative to equipment and materials incorporated in the job and guaranteed by their suppliers or manufacturers.

We agree that if any equipment or materials should fail due to any reason other than improper maintenance or improper operation, if any pipe or appurtenance should develop leakages, or if any settlement of fill or backfill occurs, or should any portion of the Work fail to fulfill any of the requirements of the Specifications, we will, within five (5) days after written notice of such defects, commence repair or replace the same together with any other Work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above-mentioned conditions within a reasonable time after being notified, or should the urgencies of the case require repairs or replacements to be made before we can be notified or respond to notifications, we do hereby authorize the City to proceed to have the defect repaired and made good at our expense, and we will pay the cost therefore upon demand.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by law. The remedies provided herein shall not be exclusive and the City of Star shall be entitled to any and all remedies provided by law.

Contractor: _____
(Authorized Representative)

Title: _____

Signed: _____
(Authorized Representative)

Date: _____

SECTOIN 01 00 00 - SPECIAL PROVISIONS

1.1 SPECIFICATION STANDARD

- A. Except as modified herein, the various work called for on the plans shall be performed in accordance with the 2021 IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC). The Contractor is required to be a current holder of the 2021 ISPWC.

1.2 PROTECTION OF EXISTING FACILITIES

- A. Contractor shall be aware of and conform to the following conditions and constraints:
 - 1. Contractor shall minimize disruption and disturbance to adjacent neighbors.
 - 2. Retain and protect existing facilities.
- B. Utility information is shown for surface features and record drawings for previous improvements and is for reference purposes only. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements indicated on the drawings and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall call Dig Line a minimum of 48 hours prior to any excavation to request utility locations at 811.
- C. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be directed by the Owner. The Contractor shall be responsible for and shall make good all damage due to his operations, and the provisions of this section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.3 GROUNDWATER CONDITIONS AND DEWATERING

- A. Contractor shall be responsible for dealing with groundwater if encountered.
- B. Water discharged from dewatering operations must meet Idaho DEQ requirements. The Contractor shall contact the Idaho Department of Environmental Quality and determine whether this project will require an Idaho Pollution Discharge Elimination System (IDES) Permit before beginning any dewatering activity. Any discharge permits required shall be obtained by the Contractor.
- C. The Contractor shall also obtain an EPA Phase I or II Storm Water Permit if necessary.

1.4 GENERAL CONTRACTOR NOTES

- A. Contractor shall use approved commercial sources for uncrushed aggregate, crushed aggregate, and concrete aggregates.
- B. The Contractor will be required to furnish construction and testing water. The Contractor will be responsible for transporting from the source to the construction site.

- C. Compaction requirements shall be in accordance with Section 202.3.9 (Classes of Compaction and Density Requirements) of the ISPWC Specifications. All compaction work, including watering and drying shall be considered incidental to the work and no additional payment shall be made.
- D. Any inspection or testing by utilities or Owner does not relieve the Contractor of responsibility for the quality and work conformance with original Contract requirements.
- E. All testing of concrete, soil, and compaction to assure the requirements of the contract documents are satisfied shall be provided by the Contractor at the Contractor's expense. The Contractor shall provide and pay for the services of an independent materials testing laboratory to perform the following testing:

| Test Required | Frequency of Testing |
|--------------------------------------|-------------------------------|
| Pipe Bedding Aggregate Suitability | One for each Aggregate Source |
| Trench Backfill Material Suitability | One for each Aggregate Source |
| ¾" Crushed Aggregate Suitability | One for each Aggregate Source |
| Imported Backfill Suitability | One for each Aggregate Source |

- F. The Contractor may use the area within the site as approved by City personnel as staging areas for the project. The staging area shall provide secure storage of all materials for the project.
- G. The Contractor shall restore all areas disturbed by the Contractor during the project, including all staging areas, to pre-construction conditions.
- H. Cultural Resources
 - 1. The term "cultural resources" herein applies to any potential historical architectural, archeological, or cultural resources discovered on site.
 - 2. The Contractor shall conform to the applicable requirements of the National Historic Preservation Act of 1966 relating to the preservation of cultural resources and fair compensation to the Contractor for delays resulting from such cultural resources investigations.
 - 3. In the event potential cultural resources are discovered during subsurface excavations at the site of construction, the following procedures shall be instituted:
 - a. The Owner's Representative will issue a Stop Work Order directing the Contractor to cease all construction operations at the location of such potential cultural resources find.

- b. Such Stop Work Order shall be effective until such time as a qualified archeologist can be called to assess the value of these potential cultural resources and make recommendations to the State Historical and Preservation Office. Any Stop Work Order shall contain the following:
 - 1) A clear description of the work to be suspended;
 - 2) Any instructions regarding issuance of further orders by the Contractor for material services;
 - 3) Guidance as the action to be taken on subcontracts;
 - 4) Any suggestions to the Contractor as to minimization of his costs;
 - 5) Estimated duration of the temporary suspension
- c. If the archeologist determines that the potential find is a bona fide cultural resource, at the direction of the SHPO, the Engineer shall extend the duration of the Stop Work Order in writing, and the Contractor shall suspend work at the location of the find.
 - 1) Equitable adjustment of the construction contract time shall be made in the following manner: If the work temporarily suspended is on the “critical path”, the total number of days for which the suspension is in effect shall be added to the number of allowable contract days.

1.5 DISPOSAL OF EXCESS MATERIAL AND EQUIPMENT

- A. Contractor shall take ownership and dispose of materials and equipment that is to be removed offsite as part of the project.

1.6 PERMITS, FEES, AND NOTICES

- A. In addition to obtaining and paying for all construction permits and licenses, Contractor shall give all notices required for timely compliance with applicable federal, state, and local ordinances and regulations. Among other permits necessary, the Contractor will be responsible to obtain and pay for a building permit from the City of Star.

1.7 ENVIRONMENTAL PROTECTION

- A. Contractor shall comply with all applicable environmental protection regulations. The Contractor shall be liable for delays to the work and cost incurred by the Owner for the Contractor's failure to comply.

1.8 STORM WATER POLLUTION PREVENTION PLAN (SWPPP):

- A. The Contractor is responsible to apply for and obtain a National Pollution Discharge Elimination System (NPDES) General Permit before any ground disturbing work begins on the project, if required for the project.

- B. The Contractor shall present the required SWPP Plan information at the pre-construction conference and be prepared to submit the Notice of Intent (NOI). The Contractor shall provide detailed information about the intended sequence of work (including the initial site preparation work to install sediment basins, sediment traps, perimeter dikes, silt fencing, etc.), pollution control methods, locations of staging areas, stockpiles, and any other ground disturbing activities. The Notice of Intent (NOI) shall be submitted by the Contractor for permit coverage for the Owner, Contractor and subcontractors performing ground disturbing work identified in the plan. The Contractor shall submit the NOI's and prepare the SWPP Plans. The Contractor shall not begin ground disturbing activities until the waiting period after the submittal is over and the permit is issued.
- C. The Contractor shall complete the required weekly and after storm event site inspections and reports and document the results. The Contractor shall submit the results of the SWPP Plan inspections to the Engineer. The Contractor shall coordinate on-site corrective action and SWPPP revisions. The on-site corrective actions shall be completed prior to the next predicted storm event or no later than seven days after inspection. Plan revisions must be accomplished within seven days from the date of the inspection.
- D. The Contractor shall post a notice at the site with the NPDES General Permit and copies of the NOI along with the current SWPP Plan. The Contractor is responsible for implementing all pollution prevention measures identified in the plan, and for implementing any additional measures needed to remain in compliance with the permit.
- E. At completion of the project, the Contractor shall submit a Notice of Terminations (NOT) for the permits for the Owner, Contractor and subcontractors.
- F. Obtaining a NPDES permit and preparing and implementing the SWPP Plan, if necessary, and other associated costs are considered incidental to other work items and no separate payment will be made for the NPDES permit or the SWPP Plan.

1.9 SURVEYING- CONSTRUCTION STAKING:

- A. The Contractor shall provide construction surveying during construction if needed. Costs shall be incidental to the project cost.

1.10 STAGING AREA:

- A. The Contractor shall locate his own staging area for the project. The staging area shall provide secure storage of all materials for the project. The Contractor may utilize other portions of the property for the staging area however the contractor will be required to restoration of the site at completion of the project to the existing conditions or better.

1.11 LANDSCAPE AND SPRINKLER IRRIGATION:

- A. The Contractor shall repair landscaping and irrigation to equal or better conditions.
- B. The Contractor shall be responsible to pay for and replace any landscaping to equal or better condition that dies due to Contractor's Work.

END OF SECTION 01 00 00