CM
BOILERPLATE

(FOR USE WHERE THERE IS A CONSTRUCTION MANAGER)

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(The CSI 16 Division format is recommended for the Technical Specifications.) List all Divisions and Sections, even when mechanical and electrical sections are included prior to their division. If more than one volume is used, insert total table of contents in each volume.

****ADVERTISEMENT FOR BIDS BELOW TO BE INCLUDED IN THE PROJECT MANUAL AND WILL ALSO BE USED BY DPW TO PLACE ADVERTISEMENT ON THE INTERNET**

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by insert name of construction manager on behalf of the Division of Public Works, State of Idaho at _____ until _____, prevailing local time, on _____ for DPW Project No. _____.

****INCLUDE NAME AND LOCATION OF PROJECT**

****INCLUDE A SUMMARY OR DESCRIPTION OF THE PROJECT SCOPE BELOW**

A description of the work of this project can be summarized to include …

Proposals will be opened and publicly read at the above hour and date.

Plans, specifications, proposal forms and other information are on file for examination at the following locations:

****MODIFY ACCORDING TO JOB LOCATION**

Division of Public Works, 502 N. 4th St., Boise, ID, 83702 (208) 332-1900
ARC Document Solutions, 2700 W. Idaho St., Boise, ID 83702 (208) 342-4141 www.nwcontractorsnetwork.com
Associated General Contractors, 1649 W Shoreline Dr. Ste 100., Boise, ID 83702 (208) 344-5231
The Idaho Plan Room, c/o Blueprints Plus, 4082 Chinden Blvd., Boise, ID 83714
(Design Professional), (Address), (Phone)
(Agency), (Address)

A bid bond in the amount of 5% of the total bid amount, including any add alternates, is required.

****MODIFY TYPE OF SUBCONTRACTOR FOR SPECIAL PROJECTS LIKE ROOFING OR CARPETING**

One set of documents may be obtained by licensed general contractors and by licensed mechanical and electrical subcontractors from the Architect (Engineer) for a refundable deposit of $_____. Others may obtain documents at cost, non-refundable.

****INCLUDE IF APPLICABLE**

A prebid conference will be held at __(location)__ on __(date)__ starting at (time). Bidders are encouraged to attend.

****SELECT THE FOLLOWING APPLICABLE PARAGRAPH, DEPENDING ON THE USE OF FEDERAL FUNDS.**

**** (State Funds)**

A Public Works Contractors License for the State of Idaho is required to bid on this work.

**** (Federal Funds)**

A Public Works Contractors License for the State of Idaho will be required of the successful bidder prior to award of a contract.

Estimated Cost: $_____

Jan Frew, Deputy Administrator
Division of Public Works

END OF ADVERTISEMENT FOR BIDS

INSTRUCTIONS TO BIDDERS

Insert AIA Document A701, 1997 Edition.

Applies to ALL projects regardless of size. Reference to the AIA documents is not acceptable.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following supplements modify, change, delete from or add to the Instructions to Bidders, AIA Document A701 – 1997. Where any Article of the Instructions to Bidders is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by the Supplementary Instructions to Bidders, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

ARTICLE 3 BIDDING DOCUMENTS

Add to or supplement Article 3, with the following:

3.2.1.1 Where Owner can reasonably establish that a bidder has knowledge of and failed to report a material error, inconsistency, or inaccuracy, Owner may find bidder non-responsive or unresponsible.

ARTICLE 4 BIDDING PROCEDURES

Add to or supplement Article 4, with the following:

4.1.1 A photocopy of the form bound in the Project Manual or a modified form included in an addendum is acceptable.

4.1.7 A corporate seal is not required if not required by the state of incorporation.

4.1.8 Bidder shall be a legal resident of the United Sates of America and shall only employ legal residents.

4.1.8.1 If the Bidder is a corporation, partnership, sole proprietorship or other legal entity, and employs individual persons, by submitting its bid, Bidder warrants that any contract resulting from this invitation to bid is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties and/or termination of any contract resulting from this bid; or

4.1.8.2 If the Bidder is a natural person eighteen (18) years of age or older,

a. by submitting its bid, Bidder warrants that its bid is subject to Idaho Code section 67-7903 [http://www3.state.id.us/cgi-bin/newidst?sctid=670790003.K] and, pursuant thereto, by submitting its bid, Bidder attests, under penalty of perjury, that it is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law; and

b. prior to being issued a contract, Bidder will be required to submit proof of lawful presence in the United States in accordance with Idaho Code section 67-7903.

4.1.9 Bids submitted must contain all original signatures in ink on all required forms, including the following:

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

4.2.1 Delete the last sentence.

4.2.1.1 To be considered, proposals must be accompanied by an acceptable security, in an amount not less than five (5) percent of the total amount of the bid including add alternates. The security may be in the form of a bond, or a certified or cashier's check.

4.2.1.2 A successful bidder who fails to sign the contract for the work or furnish the required bonds within 10 days following the receipt of notice of intent to award a contract, shall forfeit the security. The owner may then award the contract to the next lowest bidder.

4.2.2 A standard surety bid bond form meeting all the conditions of AIA Document A310 is acceptable.

4.2.3.1 The specified time for retainage of the bid security is 45 days after the opening of bids, so long as the bidder has not been notified of the acceptance of the bid.

4.3.1.1 The mailing envelope containing the bid shall be addressed as follows:

****MODIFY FOR OUT OF AREA LOCATIONS**

Division of Public Works
P. O. Box 83720
Boise, Idaho 83720-0072

4.3.5 Along with his bid the bidder shall submit an affidavit certifying his compliance with Idaho Code, Title 72, Chapter 17, requiring the contractor and his subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the contract.

4.3.6 Along with his bid the bidder shall submit an executed copy of the Bidder's Acknowledgement Statement provided herein.

ARTICLE 5 CONSIDERATION OF BIDS

Add to Article 5, the following:

5.4 PUBLIC WORKS CONTRACTORS LICENSE

****NOTE TO SPECIFIER: SELECT ONLY THE FOLLOWING APPLICABLE PARAGRAPH**

5.4.1 This Public Works project is not financed in whole or in part by Federal Aid Funds. Bid Proposals will be accepted from those contractors only (prime contractors, subcontractors, and/or specialty contractors) who, prior to the bid opening, hold current licenses as public works contractors in the State of Idaho.

5.4.1 This Public Works project is financed in part by Federal Aid Funds. No contractor, subcontractor or specialty contractor shall be required to have a current license as a public works contractor in the State of

Idaho in order to submit a bid or proposal on this project; but at or prior to the award and execution of the contract the successful bidder shall have secured a public works contractors license.

5.5 EMPLOYMENT PRACTICES

5.5.1 Bids shall be based on the provisions of Section 44-1001 and 44-1002 of the Idaho Code dealing with labor preference.

****USE IF PROJECT HAS PLUMBING, HEATING AND AIR CONDITIONING, OR ELECTRICAL WORK. DELETE IF NONE.**

5.6 NAMING OF SUBCONTRACTORS

5.6.1 Section 67-2310, Idaho Code, requires general (prime) contractors to include in their bid the name of the subcontractors who shall, in the event the contractor secures the contract, subcontract the plumbing, HVAC, and electrical work under the general (prime) contract. Failure to name subcontractors, as required, shall render any bid submitted by a general (prime) contractor unresponsive and void. Subcontractors named in accordance with the provisions of this section must possess an appropriate license or certificate of competency issued by the State of Idaho covering the contractor work classification in which the subcontractor is named.

The Division of Public Works requires the bidder to complete Bid Proposal Page 2 in its entirety for all categories of work listed. The Division of Public Works also requires that the general (prime) contractor name the entity that will perform the work, including if the entity is a subcontractor, a sub-subcontractor or the general (prime) contractor submitting the bid. Failure to complete Bid Proposal, Page 2 in full shall render a bid unresponsive and void.

With regard to possessing an appropriate license or certificate of competency all subcontractors listed by the general (prime) contractor must have at the time of the bid opening a current license in the appropriate category (class, type and specialty category) as issued by the Public Works Contractors State License Board. In addition, plumbing, HVAC and electrical subcontractors shall have at the time of the bid opening a valid plumbing contractor's license, HVAC contractor's license or electrical contractor's license, respectively, as issued by the Idaho Division of Building Safety.

In determining if the above listed subcontractors are required on the project, the Division of Public Works will refer to the plans and specifications. If doubt exists prior to bid closing, potential bidders should contact the Division of Public Works and the architect/engineer who prepared the plans and specifications will be requested to make the determination. If plumbing, HVAC, boiler, or electrical work is not shown on the plans and specifications, but is discovered by the bidder subsequent to the date of bid opening, then the bidder must request clarification from the architect/engineer. Absent such clarification, work will be considered incidental and naming of a subcontractor will not be required.

5.7 IDAHO DOMICILED CONTRACTORS

5.7.1 Section 67-2348, Idaho Code, requires the Division of Public Works to apply a preference in determining which contractor submitted the lowest responsible bid. If the contractor who submitted the lowest dollar bid is domiciled in a state, which has preference law, which penalizes Idaho domiciled contractors then the Division of Public Works must apply preference. The preference that will be applied is the preference law of the domiciliary state of the contractor who submitted the lowest dollar bid.

Generally speaking, a contractor's domiciliary state is the state in which the contractor's home office is located. If federal funds are involved in the project then no preference will be used.

****INCLUDE 5.8 AND INCLUDE WAGE RATES WHEN PREVAILING WAGE RATE IS APPLICABLE**

5.8 WAGE RATES

5.8.1 Bids shall be based on applicable wage determinations and labor standards as established by the Secretary of Labor, United States Department of Labor. Refer to Federal wage determinations.

ARTICLE 6 POST BID INFORMATION

Delete paragraph 6.2

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

Modify and add to Article 7, the following:

In subparagraph 7.2.1, in the first sentence, delete “three days following the date of execution of the Contract” and substitute “ten days following the receipt of Notice of Intent to Award”.

7.2.2.1 Performance bond and labor and material payment bond are required for this project; each in an amount of not less than 100% of the contract amount, and issued by a surety company authorized to do business in Idaho.

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

****CONSTRUCTION MANAGER IS TO PREPARE THE BID PROPOSAL FORM(S) AND SUBMIT THEM TO THE ARCHITECT AND DPW FOR REVIEW AND COMMENT. DPW WILL APPROVE FINAL FORM(S). THE BID PROPOSAL FORM(S) SHOULD CONTAIN THE FOLLOWING MINIMUM INFORMATION, MODIFIED AS REQUIRED TO FIT BID PACKAGE(S).**

BID PROPOSAL

TO: State of Idaho
Division of Public Works

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of (DPW Project No. and Name), having examined the bidding and contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to provide the service and insurance in accordance with the Bidding Requirements and Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents.

****FILL IN COMPLETION DAYS AND LIQUIDATED DAMAGES**

Bidder hereby agrees to commence work under this contract on a date to be specified in written "Notice to Proceed" of the Owner and to substantially complete the Work within _____ consecutive calendar days thereafter, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $_____ for each consecutive calendar day after the established substantial completion date or adjusted date as established by change order as hereinafter provided in Subparagraph 9.11.1 of the Supplementary Conditions.

Bidder acknowledges receipt of addenda No. _____.

****GIVE COMPLETE DESCRIPTION OF BASE PROPOSAL AND ALTERNATES ELSEWHERE IN SPECIFICATIONS**

BASE PROPOSAL: Bidder agrees to perform all of the base proposal work described in the specifications and shown on the plans for the sum of
_____Dollars ($_____).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATE PROPOSALS:

****USE ADD ALTERNATES UNLESS OTHERWISE APPROVED. ALTERNATES SHALL BE LISTED IN ORDER OF PREFERENCE. COORDINATE WITH DPW AND AGENCY.**

Alternate No. 1: _____

Add the sum of _____ Dollars ($_____).

Alternate No. 2: _____

Add the sum of _____ Dollars ($_____).

Alternate No. 3: _____

Add the sum of _____ Dollars ($_____).

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

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders as modified by the Supplementary Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Pursuant to Section 67-2310, Idaho Code, commonly known as the naming law, the names and addresses of the entities who will perform the plumbing, heating and air conditioning and electrical work, subject to approval of Owner and Architect, if Undersigned is awarded the Contract, are as follows:

****INCLUDE BLANKS FOR SUB-CONTRACTORS ONLY IF APPLICABLE**

Plumbing (PWCLB Category 15400)

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Idaho Plumbing Contractors License No. _____

Heating, Ventilating & Air Conditioning (HVAC) (PWCLB Category 15700)

(Name)_____

(Address)_____

Idaho Public Works Contractors License No._____

Idaho HVAC Contractors License No. _____

Electrical (PWCLB Category 16000)

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Idaho Electrical Contractors License No. _____

FAILURE TO NAME A PROPERLY LICENSED CONTRACTOR IN EACH OF THE ABOVE CATEGORIES WILL RENDER THE BID UNRESPONSIVE AND VOID. If a bidder determines plumbing, heating/air conditioning and/or electrical work is not required to be done by a licensed contractor, bidder should complete the line referencing that work with "Not applicable" and provide an explanation.

****INCLUDE THE FOLLOWING IF APPLICABLE**

IDAPA 18.01.49 requires that the fire sprinkler contractor/subcontractor be licensed as an Idaho Fire Sprinkler Contractor. The Owner requests the name, address and license numbers of the contractor/subcontractor who will perform the fire sprinkler work, subject to approval of Owner, and Architect, if Undersigned is awarded the contract:

(Name)_____

(Address)_____

Idaho Public Works Contractors License No._____

Fire Sprinkler Contractors License No._____

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

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to Executive Order 2009-10 and Subparagraph 4.1.8.1 of the Supplementary Instructions to Bidders.

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

Dated this _____ day of_____,_____.
(date) (month) (year)

Respectfully submitted,

By: _____
(Company)

(Seal - if bid is by a corporation)

_____
(Business Address)

_____

_____
(Authorized Signature)

_____
(Title)

_____
(Telephone Number)

_____
(FAX Number)

_____
(Email Address)

Have you remembered to include bid security (bid bond or a certified or a cashiers check), Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace and a signed copy of the Bidder's Acknowledgment Statement in with your bid? If these are not included, your bid will be considered non-responsive.

END OF BID PROPOSAL

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

COUNTY OF _____

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

_____
Name of Contractor

_____
Address

_____
City and State

By: _____
(Signature)

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

Commission expires:

_____
NOTARY PUBLIC, residing at

_____

_____

Execute and Submit with Bid.

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

Division of Public Works Project No. _____

_____

_____

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

- Contractor agrees to comply with subparagraph 13.1.3 of the Supplementary Conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code requiring the employment of 95% bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and with Executive Order 2009-10 regarding the employment of persons not authorized to work in the United States.

- Contractor will substantially complete the work within the time stated in the contract documents, or as modified by Change Order.

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

- The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in paragraph 7.3.10 of the General Conditions of the Contract for Construction, as supplemented, which are stated below.

    1. for total changes of $10,000 or less in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed twenty percent (20%) of direct costs.

    2. for total changes exceeding $10,000 in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs.

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

- The Contractor agrees that Change Orders are governed by the General Conditions of the Contract for Construction, as supplemented, including but not limited to Section 7.2.3 and Section 7.2.4 of the Supplementary Conditions:

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

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

FAILURE TO EXECUTE THIS ACKNOWLEDGEMENT WILL MAKE THE BID NONRESPONSIVE.

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

_____, does hereby certify that
(type or print name of company)

_____has fully read and
(type or print name of company)
understands this document and that it highlights certain parts of the contract that will be entered between the parties and that will govern this Project.

Signed: _____

Title: _____

Date: _____

END OF BIDDER'S ACKNOWLEDGEMENT STATEMENT

AGREEMENT BETWEEN OWNER AND CONTRACTOR

AIA Document A101/CMa, 1992 Edition, Standard Form of Agreement Between Owner and Contractor – Construction Manager-Adviser Edition will be used as the agreement for this project. Copies of AIA Document A101/CMa are available for review at the offices of the Owner, Architect, and Construction Manager. Copies of the document may be purchased from the American Institute of Architects or its local distributors.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement will be fixed by issuance of a "Notice of Intent to Award" and a "Notice to Proceed". Delete the last sentence of paragraph 3.1.

3.2 Liquidated damages will be included as provided in the Supplementary Conditions.

ARTICLE 5 PAYMENTS

In paragraph 5.2, delete “as follows:” and replace with “a day agreed upon by the Owner and Contractor.”

Delete paragraph 5.3 and substitute the following:

5.3 Provided that an application for payment is received by the Construction Manager on the established date, the Owner shall make payment to the Contractor not later than 21 days from receipt by the Owner of the certification by the Construction Manager.

In subparagraphs 5.6.1 and 5.6.2 Retainage will be five percent (5%) for work completed and material suitably stored.

In subparagraph 5.6.1, delete the last sentence. Delete subparagraphs 5.7.1, 5.7.2 and paragraph 5.8.

No reduction in retainage will be allowed prior to final completion without written approval of the Owner. Refer to Supplementary Condition 9.6.1.1.

Add new paragraph 5.9:

5.9 A condition will be included forbidding more retainage from a subcontractor or supplier than retained from their portion of the work.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.2 Will be modified to agree with paragraph 13.6.1 of the Supplementary Conditions.

7.4.1 Contractor agrees that this contract is based on the Contractor’s compliance with State of Idaho Executive Order 2009-10 and furthermore that Contractor warrants that it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties not to exceed five percent (5%) of the total Contract Amount per violation and/or termination of this contract.

ARTICLE 8 TERMINATION OR SUSPENSION

Add to both paragraphs 8.1 and 8.2 “as modified by the Supplementary Conditions.”

END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

GENERAL CONDITIONS

Insert AIA Document A201/CMa, 1992 Edition.

For projects where the estimated construction cost is less than $200,000, insert the following paragraph and do not insert the AIA Document.

AIA Document A201/CMa, General Conditions of the Contract for Construction, 1992 Edition, is hereby included by reference and shall be a part of the Contract Documents. Copies of AIA Document A201/CMa are available for review at the offices of the Owner and Architect. Copies of the document may be purchased from the American Institute of Architects or its local distributor.

SUPPLEMENTARY CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction", AIA Document A201/CMa, 1992. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 2 OWNER

2.1 General

Add to 2.1.1 the following:

2.1.1.1 The Administrator of the Division of Public Works shall be the sole representative of the State of Idaho and here and after shall be designated as the Owner. Wherever in these specifications and contract the term "Owner" shall mean the State of Idaho as represented by the Administrator of the Division of Public Works or an authorized representative.

2.1.1.2 The Owner will assign a Project Manager and a Field Representative to represent the Owner. The Field Representative's duties, responsibilities and limitations of authority are set forth in accordance with agency guidelines, which are available to the Contractor.

****INCLUDE SUBPARAGRAPH 2.1.1.3 IN IDAHO STATE BUILDING AUTHORITY OWNED BUILDINGS**

2.1.1.3 The Owner (State of Idaho) leases the real property and facilities to be improved by the Project from the Idaho State Building Authority, an independent public authority. The Contractor agrees to provide insurance certificates to the Authority as an additional insured, to indemnify and defend the Authority against any claims and to warrant and guaranty materials, equipment and workmanship, all as hereinafter provided.

Delete subparagraph 2.1.2

2.2 Information and Services Required of the Owner

Delete subparagraph 2.2.1

Delete subparagraph 2.2.2 and substitute the following:

2.2.2 The Owner may furnish to the Architect for inclusion with the Contract Documents surveys describing physical characteristics and utility locations for the site of the project.

Delete subparagraph 2.2.3 and substitute the following:

2.2.3 Except for permits and fees, including those required under subparagraph 3.7.1 and 3.7.1.1, which are the responsibility of the Contractor under the Contract Documents, the Owner will secure and pay for the plan check fee required by the Division of Building Safety, conditional use permits, and any other permits and fees specifically indicated in the Contract Documents to be secured and paid for by the Owner. The State of Idaho is exempt from taxes and use fees and connection fees that can be construed as taxes, and will not pay for or reimburse the Contractor for any such payments made by the Contractor.

Delete subparagraph 2.2.5 and substitute the following:

2.2.5 The Contractor will be furnished free of charge _____ copies of Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

2.4 Owner's Right to Carry Out the Work

In subparagraph 2.4.1 delete the next to last sentence.

ARTICLE 3 CONTRACTOR

In subparagraph 3.3.4 delete the period at the end of first sentence and add the following words …"and shall report any defects to the Construction Manger."

3.6 Taxes

Add to 3.6 the following:

3.6.2 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 license 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 sub-divisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;

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

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 taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

3.6.3 Before entering into a contract, the Contractor shall be authorized to do business in the state and shall submit a properly executed Contractor's Affidavit Concerning Taxes. (Page CA-1)

3.6.4 Within ten days of receipt of forms from Owner, Contractor shall complete and return to Owner forms as required by tax collector, showing dates, names, addresses, contracting parties, including all subcontractors, and all other relevant information, which may be required.

3.7 Permits, Fees and Notices

Add to 3.7.1 the following:

3.7.1.1 The Owner shall obtain and pay for plan check fees required by the Idaho, Division of Building Safety.

3.7.1.2 The Contractor shall pay for plumbing and electrical permits required by the Idaho Division of Building Safety or local authority. The Contractor shall obtain and pay for all licenses and permits and shall pay all fees and charges for connections to outside services and for the use of municipal or private property

for storage of materials, parking, utility services, temporary obstructions, enclosures, opening and patching of streets, etc., off of the property of the State arising from the construction and completion of the Work.

3.9 Foreman/Project Manager

Delete subparagraph 3.9.1 and substitute the following:

3.9.1 The Contractor shall employ a competent foreman and necessary assistants, as needed, to oversee execution of the project. The foreman shall be in attendance at the Project site during the progress of the Work. The foreman and project manager, if the Contractor utilizes a project manager, shall be reviewed and approved by the Architect and Owner, and neither shall not be changed except with the consent of the Architect and Owner, unless the foreman or project manager, if a project manager is used, cease to be employed by the Contractor. Under this circumstance, any new foreman or new project manager must be satisfactory to the Architect and Owner. The foreman, and any project manager, shall represent the Contractor and all communications given to the foreman or project manager are deemed given to the Contractor. Important communications will be confirmed in writing.

****INCLUDE 3.10.1.1, 3.10.1.2 AND 3.10.3.1 FOR PROJECTS OVER $1,000,000**

3.10 Contractor's Construction Schedules

Add to 3.10.1 the following:

3.10.1.1 The Contractor shall schedule and perform the work in accordance with a Critical Path Method (CPM) to indicate the rate of progress and practical order of the project. The purpose of this scheduling requirement is to assure adequate planning, coordination and execution of the work, so that the Owner, Construction Manager and the Architect can evaluate work progress. The schedule shall indicate the dates for starting and completing various aspects of the work including the submittal, approval, procurement, fabrication and delivery of major items, material, and equipment as well as on site construction activities. The Contractor's schedule shall demonstrate the order, interdependence, and sequence of activities. Related activities shall be grouped on the schedule. Critical paths shall be highlighted or distinguished. The schedule shall include all the dates specified in the contract for substantial and final completion of the work. The time limit set forth in the contract documents for substantial completion and final completion must govern; the schedule must be adjusted to meet these dates. The Contractor shall submit to the Owner, Construction Manager and Architect a CPM schedule within three (3) weeks after award of the contract, and maintain such schedule on a current basis in accordance with the Contract Documents.

****THE FOLLOWING SUBPARAGRAPH 3.10.1.1 IS APPROVED AS AN ALTERNATE TO THE ABOVE WHEN REQUESTED BY THE CONSTRUCTION MANAGER**

3.10.1.1 The Contractor shall schedule and perform the work in accordance with the Construction Manager’s Critical Path Method (CPM) Schedule as provided in the Contract Documents. The purpose of this scheduling requirement is to assure adequate planning, coordination, and execution of the work, so that the Owner, Construction Manager, and Architect can evaluate work progress. The schedule indicates the dates for starting and completing various aspects of the work including, the submittal, approval, procurement, fabrication, and delivery of major items, material, and equipment, as well as onsite construction activities. The time limit set forth in the contract documents for substantial completion and final completion are based on the schedule.

3.10.1.2 Once a month, or at intervals as required by the Construction Manager, the Contractor shall advise the Owner, Construction Manager and the Architect of the status of the Work (in duplicate) on marked copies of the current CPM schedule. If any Work is not on schedule, the Contractor shall immediately advise the Owner, Construction Manager and Architect in writing of the proposed action to bring the Work on schedule and shall submit two (2) copies of the schedule showing changes and a typed list of the changes. The Contractor shall also submit a narrative report with each monthly schedule update, which report shall include a description of current and anticipated problem areas, delaying factors and their impact, and explanation of corrective action taken or proposed. If the project is behind schedule, the Contractor shall indicate what measures he will take to put the Work back on schedule.

Add to 3.10.3 the following:

3.10.3.1 If the Work is not on schedule, as determined by the Construction Manager and the Owner, and the Construction Manager and Owner do not believe the Contractor's proposed action to bring the Work on schedule is adequate, then the progress of the Work shall be deemed unsatisfactory. In such event, in addition to its rights under Article 14, the Owner, at its discretion, may require the Contractor to work such additional time over regular hours, including Saturdays, Sundays, and holidays, without additional cost to the Owner to bring the work on schedule.

3.12 Shop Drawings, Product Data and Samples

In the first sentence of subparagraph 3.12.6 delete the word “approved” and insert the word “reviewed”.

In the first and last sentences of subparagraph 3.12.8 delete the word “approval” and insert the word “review”.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

****FOR ENGINEERING PROJECTS INCLUDE 4.1 and 4.1.1.1**

4.1 Architect

After subparagraph 4.1.1 add the following:

4.1.1.1 Throughout the contract documents where the term Architect is used it shall be interpreted to mean the design Engineer as identified on the cover of the project manual.

Delete subparagraph 4.5.

4.6 Administration of the Contract

In subparagraph 4.6.1, delete from the first sentence “and will be the Owner’s representatives.”

Delete subparagraph 4.6.17 and substitute the following:

4.6.17 The Architect will provide a project representative and indicate the limitations of his authority during the construction of the Work. The Owner will assign a Project Manager to the project and will also assign a Field Representative who will observe the work and report to the Architect and the Owner’s Project Manager. The Construction Manager will provide a project superintendent who will oversee, coordinate and assist in the scheduling the work of the Contractors.

4.7 Claims and Disputes

In subparagraph 4.7.2 delete all references to arbitration. In the third sentence after the words "(2) the Architect" delete the words "has not received evidence or".

Delete subparagraph 4.7.3 and substitute the following:

4.7.3 Time Limits on Claims. A Claim by either party must be made by written notice to the Architect within ten (10) days from the date of the occurrence of the event or discovery of the condition, giving rise to the Claim or within ten (10) days from the date that the Claimant knew or should have known of the event or condition. Unless the Claim is made within the aforementioned time requirements, it shall be deemed to be waived. The written notice of Claim shall include a factual statement of the basis for the Claim, pertinent dates, contract provisions offered in support of the Claim, additional materials offered in support of the Claim and the nature of the resolution sought by the Claimant. The Architect will not consider, and the Owner shall not be responsible or liable for, any Claims from subcontractors, suppliers, manufacturers, or other persons or entities not a party to this Contract. Once a Claim is made, the Claimant shall cooperate with the Architect and the party against whom the Claim is made in order to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition.

In subparagraph 4.7.4 delete the word "arbitration" and insert the word "mediation".

Delete subparagraph 4.7.6 and substitute the following:

4.7.6 Concealed or Unknown Conditions. If conditions are encountered at the site which are subsurface or are otherwise concealed or unknown physical conditions which differ materially from those indicated in the Contract Documents or which were not reasonably susceptible of being disclosed by the Contractor's examination of the site in accordance with Subparagraph 4.7.6.1 of these Supplementary Conditions, then notice by the observing party shall promptly be given to the Architect and the other party before the conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially from the Contract Documents or if they were not reasonably susceptible of being disclosed by the Contractor's examination of the site, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both, if the conditions cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Contract. If the Architect determines that the conditions at the site do not warrant an adjustment in the Contract terms, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. If the Owner and the Contractor cannot agree on an equitable adjustment to the Contract terms or otherwise disagree with the determination of the Architect, the matter shall be subject to further proceedings in accordance with Paragraph 4.8.

Add to 4.7.6 the following:

4.7.6.1 The Contractor agrees and acknowledges that he has had sufficient time and opportunity to examine the Contract Documents and the site of the work in order to undertake any necessary actions to determine the character of the subsurface materials and site conditions to be encountered. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a subsurface, concealed or unknown site condition which does not differ in any material respect from those conditions disclosed or which reasonably should have been disclosed or identified by the Contractor's examination of the Contract Documents and the site of the work.

Add to 4.7.7 the following:

4.7.7.1 The Contractor shall not be entitled to an adjustment in Contract Time or in Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by the Contractor or anyone for whose acts the Contractor is responsible. The Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is delayed or changed due to the fault of the Owner. To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, the Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, but shall not be entitled to an adjustment in Contract Sum. In the event that the Contractor is entitled to an adjustment in Contract Sum, the Owner will pay only for the following verifiable costs directly associated with the time extension or delay: 1) the actual labor costs, fringe benefits, employment taxes and insurance related to the Project Superintendent; 2) the cost associated with the fair rental value of the Project Superintendent's vehicle directly related to the time extension; 3) the direct costs attributable to the extension for the field office facility, including telephone lines, utilities, power, lights, water, and sewer (toilets). Mark-up on these costs will not be allowed. The Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay regardless of cause.

Add to 4.7.8 the following:

4.7.8.3 All Claims for costs related to Claims for additional time shall be pursuant to Subparagraph 4.7.7. The Contractor shall not be entitled to make a Claim for adjustment in the Contract Sum based upon the matter of adverse weather conditions or force majeure.

4.8 Resolution of Claims and Disputes

In subparagraph 4.8.1 delete actions (4) and (5) and substitute the following:

(4) recommend approval of all or part of the Claim, or (5) attempt to facilitate the resolution of the Claim through informal negotiations.

In subparagraph 4.8.4, in the first sentence delete the word "arbitration" and substitute the word "litigation".

4.9 Arbitration

Delete entirely all subparagraphs in 4.9 and substitute the following:

4.9.1 The Contractor and the Owner shall not be obligated to resolve any Claim or dispute related to this Contract by arbitration. Upon agreement of the parties any Claim related to this Contract may be submitted to arbitration, either binding or non-binding, upon mutually agreeable terms and conditions. In the absence of such agreement, any reference in this Contract to arbitration is void and has no force or effect.

4.9.2 Mediation

4.9.2.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraph 9.10.4 shall, after final decision by the Construction Manager, be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

4.9.2.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the

American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association.

4.9.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

5.4 Contingent Assignment of Subcontracts

In subparagraph 5.4.2 delete the number "30" and insert the number "60".

ARTICLE 7 CHANGES IN THE WORK

7.2 Change Orders

Add to 7.2 the following:

7.2.2.1 The amount allowed for overhead and profit on any change order is limited to the amounts indicated in subparagraph 7.3.10 of these Supplementary Conditions.

7.2.3 Any Change Order prepared, including but not limited to those arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the work, including, but not limited to, all direct, indirect and consequential costs associated with such change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

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

7.3 Construction Change Directives

After subparagraph 7.3.1 add the following:

7.3.1.1 A Construction Change Directive, within limitations, may also be used to incorporate minor changes in the work agreed to by the Architect's representative, the Division of Public Works Field Representative, and the Contractor's Foreman. The limits of these representatives's authority with regard to Construction Change Directives shall be documented in writing by the Architect, Owner and Contractor.

Add to the following:

In subparagraph 7.3.4 after the word "Architect" insert the following words: "in writing within forty-eight hours ".... The balance of the subparagraph remains unchanged.

In subparagraph 7.3.5, in the last sentence, delete “recorded as a” and substitute “incorporated into a future”.

In subparagraph 7.3.6, in the first sentence, delete the words “a reasonable allowance for overhead and profit” and substitute the words “an allowance for overhead and profit in accordance with subparagraph 7.3.10 of these Supplementary Conditions.” In the second sentence after the words “In such case,” add the words “of an increase in Contract Sum”.

Delete entirely subparagraph 7.3.7 and substitute the following:

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

Add to 7.3 the following:

7.3.10 For purposes of subparagraphs 7.2.2.1 and 7.3.6 of these Supplementary Conditions, the allowance for combined overhead and profit shall be limited as follows, unless otherwise provided in the Contract Documents:

.1 for total changes of $10,000 or less in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier, combined shall not exceed twenty percent (20%) of direct costs.

.2 for total changes exceeding $10,000 in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier, combined shall not exceed fifteen percent (15%) of direct costs.

.3 the Contractor will determine the apportionment between the Contractor and its subcontractors of allowable amounts of overhead, profit, bonds and insurance.

ARTICLE 8 TIME

8.1 Definitions

Add to subparagraph 8.1.1 the following:

8.1.1.1 The Contractor shall substantially complete the work as defined by Subparagraph 9.8.1 within _____ consecutive calendar days after the date indicated to proceed in the Notice to Proceed as defined by Subparagraph 8.1.2.

In subparagraph 8.1.2, delete the word "Agreement" and substitute the words "Notice to Proceed".

8.3 Delays and Extensions of Time

In subparagraph 8.3.1 delete the word "arbitration" and substitute the word “litigation”.

Delete subparagraph 8.3.3 and substitute the following:

8.3.3 Notwithstanding any term, condition or provision to the contrary in this Contract, the remedies available to the Contractor for adjustments of Contract Time and Contract Sum by reason of delay shall be only those set forth in subparagraph 4.7.7.1 of these Supplementary Conditions.

8.3.4 If the Contractor submits a progress report or schedule indicating, or otherwise expressing an intention to achieve completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

ARTICLE 9 PAYMENTS AND COMPLETION

9.3 Applications for Payment

In subparagraph 9.3.1, in the first sentence, delete the words "At least fifteen days" and substitute the following:

"On or before the date of the monthly progress meeting, but not less than thirty (30) days"

In subparagraph 9.3.1.1, delete the words "but not yet" and substitute the word "and".

Add to 9.3.1. the following:

9.3.1.3 The form of Application for Payment shall be DPW Form Contractor Request for Payment, supported by Division of Public Works Breakdown. Submit one original.

Add to 9.3.2 the following:

Off site storage will not be approved at locations more than thirty (30) miles from the project site or outside the State. Any materials stored off site and paid for by the Owner shall be physically marked as being the property of the State of Idaho.

9.6 Progress Payments

Add to 9.6.1 the following:

9.6.1.1 Until conditions set forth in paragraph 9.10 are met, the Owner shall pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. If the Construction Manager and the Architect determine that the Contractor has made or is making satisfactory progress on any uncompleted portions of the work, the Owner may, at its discretion, release a portion of the retainage to the Contractor prior to the actual final completion of the conditions set forth in Paragraph 9.10.

9.6.1.2 Progress Payments shall fall due twenty-one (21) days after the Construction Manager's and Architect's Certificate for Payment is received by the Owner.

Add to 9.6.2 the following:

9.6.2.1 The Contractor shall not withhold from a subcontractor, or supplier more than the percentage withheld from a payment certificate for the subcontractor's or supplier's portion of the work.

9.7 Failure of Payment

Delete paragraph 9.7 and subparagraph 9.7.1

9.8 Substantial Completion

Add to 9.8.3 the following:

The payment shall be sufficient to increase the total payment to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims.

9.10 Final Completion and Final Payment

In subparagraph 9.10.1, at the end of the third sentence delete the words "… and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable".

Add to 9.10.1 the following:

9.10.1.1 The final retainage shall become due and payable to the Contractor in not more than thirty (30) days after issuance of the final Certificate for Payment by the Construction Manager, provided that the conditions of subparagraph 9.10.2 are fully satisfied.

Add to 9.10.2 the following:

The following forms shall be used as noted for requirements of subparagraph 9.10.2 and must be submitted prior to or along with the submittal of the Contractor's final request for payment, including release of any retainage.

.1 For subparagraph 9.10.2 (2) submit a completed Contractor's Affidavit of Debts and Claims (AIA form G706, 1994 ed.).

.2 For subparagraph 9.10.2 (4) submit a completed Consent of Surety to Final Payment (AIA form G707, 1994 ed.).

.3 For subparagraph 9.10.2 (5) submit: (i) a Public Works Contract Tax Release issued by the Idaho Tax Commission (See "Request for Tax Release" form, page CRTR-1, to be submitted by Contractor to the Idaho Tax Commission); and (ii) a Release of Claims (DPW form, page RC-1).

Add to Article 9 the following:

9.11 Liquidated Damages

9.11.1 The Owner will suffer financial loss in an amount that is difficult to quantify if the Project is not Substantially Complete on the date set forth in the Contract Documents. The Owner may assess liquidated damages against the Contractor (and its surety) in an amount of _____ Dollars ($) per calendar day, as fixed, agreed and liquidated damages and not a penalty, for each calendar day of delay until the Work is Substantially Completed. In the event liquidated damages are caused by the Contractor and another entity, Owner may reasonably apportion damages. The right to assess liquidated damages is in addition to, and not in limitation of, any right or remedy available to the Owner or to protect the Owner to address delay by the Contractor, whether such right or remedy is under law, in equity or under Contract Documents.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

Add to 10.1.1 the following:

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

In subparagraph 10.1.2, in the last sentence after the word "Architect", delete the balance of the sentence.

Add to 10.1.3 the following:

10.1.3.1 Reference to asbestos or polychlorinated biphenyl (PCB) in this Article does not negate the appropriate abatement of asbestos and PCB containing materials as specifically required by the Contract

Delete subparagraph 10.1.4.

10.2 Safety of Persons and Property

Add to 10.2.4 the following:

10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods is necessary, the Contractor shall give the Owner reasonable advance written notice.

10.3 Emergencies

In subparagraph 10.3.1 delete the last sentence.

ARTICLE 11 INSURANCE AND BONDS

11.1 Contractor's Liability Insurance

In subparagraph 11.1.1.1 substitute a comma for the semicolon at the end, and add the following: “including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;”

In subparagraph 11.1.1.2 delete the semicolon at the end, and add the following: “or persons or entities excluded by statute from the requirements of Clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by that Clause;”

Add to 11.1.2 the following:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits:

1. Workers' Compensation:

(a)	State:	Statutory
(b)	Employer's Liability:	$100,000 per Accident $500,000 Disease, Policy Limit $100,000 Disease, Each Employee

2. Comprehensive Commercial General Liability and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability ("CGL") and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project location;

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

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

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

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

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

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

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

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

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

   (a) General Aggregate shall be not less than $2,000,000; and

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

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

****INCLUDE THE IDAHO STATE BUILDING AUTHORITY BELOW WHEN APPLICABLE**

11.1.2.2 The Owner, Architect, and Construction Manager [and the Idaho State Building Authority] shall be named as an additional insured on the insurance required in 11.1.2.1 items 2, 3 and 5 above and the insurance shall contain the severability of interest clause as follows:

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

11.1.2.3 The Contractor shall require all subcontractors of any tier to provide Commercial General Liability Insurance with liability limits of not less than $1,000,000 for bodily injury and property damage, and Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with liability limits of not less than $1,000,000.

Add to 11.1.3 the following:

****INCLUDE THE IDAHO STATE BUILDING AUTHORITY BELOW WHEN APPLICABLE**

11.1.3.1 If this insurance is written on the Comprehensive General Liability policy form; the Certificates shall be AIA Document G705, Certificate of Insurance or ACORD form 25. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable. [A separate certificate shall be issued to the Idaho State Building Authority showing the Authority as an additional insured.]

Delete Paragraph 11.3 in its entirety and insert the following:

11.3 Property Insurance

**** FOR PROJECTS AT THE COLLEGE OF SOUTHERN IDAHO, TWIN FALLS AND AT NORTH IDAHO COLLEGE, COEUR D'ALENE ADD THE FOLLOWING AS APPLICABLE:**

Add to Paragraph 11.3 the following: In this Paragraph and all 11.3 subparagraphs only, all references to "Owner" shall mean [College of Southern Idaho] [North Idaho College].

USE THE FOLLOWING THROUGH SUBPARAGRAPH 11.3.10 FOR PROJECTS WITH A CONSTRUCTION COST OF FIVE MILLION DOLLARS OR LESS AND FOR ALL PROJECTS AT THE COLLEGE OF SOUTHERN IDAHO AND NORTH IDAHO COLLEGE. <u>FOR PROJECTS WITH A CONSTRUCTION COST OVER FIVE (5) MILLION ASK DPW FOR INSTRUCTIONS.</u>

****INCLUDE THE IDAHO STATE BUILDING AUTHORITY PER BELOW WHEN APPLICABLE**

11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a Builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and the cost of materials supplied or installed by others,

comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is later. This insurance shall include the interests of the Owner, [the Idaho State Building Authority,] the Construction Manager, the Contractor, Subcontractors and Sub-subcontractors in the Project.

11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's, Construction Manager's, and Contractor's services required as a result of such insured loss.

11.3.1.2 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

11.3.1.3 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

****INCLUDE THE IDAHO STATE BUILDING AUTHORITY BELOW WHEN APPLICABLE**

****IN THE SUBPARAGRAPH BELOW INCLUDE THE IDAHO STATE BUILDING AUTHORITY WHEN APPLICABLE.**

11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover such insured objects during installation and until final acceptance by the Owner. This insurance shall include interests of the Owner, [Idaho State Building Authority,] Contractor, Subcontractors and Sub-subcontractors in the Work.

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

11.3.4 Within thirty (30) days of Notice to Proceed, the Owner shall provide to the Contractor evidence of the insurance coverages required by this Paragraph 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least thirty (30) days' prior written notice has been given to the Contractor.

11.3.5 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other and (2) the Architect, Architect's consultants, Construction Manager, Construction Manager's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages to the Work caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Paragraph 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, Construction Manager, Construction Manager's consultants, separate contractors described in Article 6, if any, and the

subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The Owner does not waive its subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work.

11.3.6 The Contractor authorizes the Owner to negotiate and agree on the value and extent of, and to collect the proceeds payable with respect to, any loss under a policy of insurance carried by the Owner pursuant to any of the provisions of this Paragraph 11.3. The Owner shall have full right and authority to compromise any claim, or to enforce any claim by legal action or otherwise, or to release and discharge any insurer, by and on behalf of the Owner and Contractor. The Owner shall provide written notice to Contractor of (i) its having reached any such settlement or adjustment with an insurer and (ii) the receipt of any funds pursuant to this Paragraph 11.3. Any objection by the Contractor to a settlement or adjustment made under this Paragraph 11.3 must be made in writing to the Owner within five (5) business days of the notice from the Owner. The Owner and the Contractor agree to attempt to resolve the dispute by mutual agreement.

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

11.3.8 The Owner shall deposit proceeds so received, in a manner in which such proceeds can be separately accounted for, which proceeds the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

11.3.9 The Contractor shall pay Subcontractors their shares of the insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to acknowledge the Owner's authority under this Paragraph 11.3 and make payments to their Sub-subcontractors in similar manner.

11.3.10 Nothing contained in this Paragraph 11.3 shall preclude the Contractor from obtaining solely at its own expense, insurance on its behalf.

Add to 11.4.1 the following:

11.4.1.1 The form of bonds shall be AIA A312, Performance Bond, 1984 Edition and AIA A312 Payment Bond, 1984 Edition. Bonds shall be unmodified except as indicated below:

.1 Modification of the Performance Bond will not be accepted.

.2 The following modifications of the Payment Bond are acceptable:

a.) Subparagraph 4.3 may be added as follows:

4.3 Claimant has furnished to Surety proof of claim duly sworn to by Claimant, along with adequate supporting documentation which proves the amount claimed is due and payable.

b.) Paragraph 5 may be amended as follows:

5 If a notice required by paragraph 4 is given by Owner to the Contractor and to the Surety, that is sufficient compliance.

c.) Paragraph 6 may be deleted and the following paragraph may be substituted in its place.

6 When the claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, within a reasonable period of time, but not more than 120 days, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including but not limited to, lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, within a reasonable time, but not more than 120 days, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge of its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety defenses to or right to dispute such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against Surety to enforce any remedy available to it under this Bond.

.3 Modifications other than the above must be approved by the Owner prior to issuance of the Bond.

Add to Article 11 the following:

11.5 Indemnity

****INCLUDE THE IDAHO STATE BUILDING AUTHORITY BELOW WHEN APPLICABLE**

11.5.1 The Contractor shall indemnify, defend and save harmless the Owner, [the Idaho State Building Authority,] the Construction Manager, the Architect, the Construction Manager's Consultants, and the Architect's Consultants from and against all claims, damages, costs, legal fees, expenses, actions and suits whatsoever including injury or death of others or any employee of the Contractor, subcontractors, or the sub-subcontractors, agents or employees, caused by failure to comply fully with any term or condition of the Contract, or caused by damage to or loss of use of property, directly or indirectly, by the carrying out of the work, or caused by any matter or thing done, permitted or omitted to be done by the Contractor, his agents, subcontractors or employees and occasioned by the negligence of the Contractor, his agents, subcontractors or employees.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Governing Law

Add to 13.1 the following:

13.1.2 Each Contractor and his subcontractors and sub-subcontractors shall comply with all Idaho Statutes with specific reference to Public Works Contractor's State License Law, Title 54, Chapter 19, Idaho Code, as amended.

13.1.3 Pursuant to Sections 44-1001 and 44-1002, Idaho Code, it is provided that each Contractor "must employ ninety-five percent (95%) bona fide Idaho residents as employees, except where under such contracts fifty or less persons are employed, the Contractor may employ ten percent (10%) non-residents, provided, however, in all cases employers must give preference to the employment of bona fide residents in

the performance of said work, and no contract shall be let to any person, firm, association or corporation refusing to execute an agreement with the above-mentioned provisions in it; provided that in contracts involving the expenditure of Federal Aid Funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorable discharged soldiers, sailors, or marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States."

13.6 Interest.

Delete subparagraph 13.6.1 and substitute the following:

13.6.1 Payments validly due but unpaid under the Contract Documents (21 days from date received by the Owner) shall bear no interest until thirty (30) days past due, thereafter they shall bear interest at the rate of five percent (5%) per annum until the date of the check as posted by the State Controller.

13.7 Commencement of Statutory Limitation Period

Delete subparagraphs 13.7.1, 13.7.1.1, 13.7.1.2, and 13.7.1.3 and substitute the following:

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

Add to Article 13 the following:

13.8 Equal Opportunity

13.8.1 The Contractor shall maintain policies of employment as follows:

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

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 Termination by the Contractor

In subparagraph 14.1.1, in the first sentence, after the word “Contractor” insert the words “in accordance with this subparagraph”. Also in the first sentence delete the number "30" and substitute the number "60".

Delete subparagraphs 14.1.1.3 and 14.1.1.4, and 14.1.1.5.

In subparagraph 14.1.2 delete the words "profit and damages" and substitute the words "and profit".

Delete subparagraph 14.1.3.

14.2 Termination by the Owner for Cause

Add the following subparagraph to 14.2:

14.2.5 Nothing in this Article shall delete or diminish Owner's rights under Subparagraph 3.10.3.1.

Add to Article 14 the following:

14.4 Termination by the Owner for Convenience

14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

.1 Cease operations as directed by the Owner in the notice;

.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

14.4.3 In the case of such termination for the Owner convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Subparagraph 14.1.2.

END OF SUPPLEMENTARY CONDITIONS

State of Idaho

Department of Administration
Division of Public Works

502 N. 4th Street
P.O. Box 83720
Boise, ID 83720-0072

Design and Construction (208) 332-1900

Facilities Management (208) 332-1933

Fax (208) 334-4031

www.adm.idaho.gov

C. L. "BUTCH" OTTER
Governor
MIKE GWARTNEY
Director
TIM MASON
Administrator

MEMORANDUM

DATE: June 11, 2007

TO: All Contractors on Idaho Division of Public Works (DPW) Projects

From: Tim Mason, Administrator

RE: Off-Site Storage of Materials

Off-Site Storage of Materials is governed by Section 9.3.2 of the General Conditions of the Contract for Construction, AIA document (A201 – 1997 ed.) as modified by the Supplementary Conditions.

> Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site for such materials and equipment stored off the site. Off site storage will not be approved more than 30 miles from the project site or outside of the State. Any materials stored off site and paid for by the Owner shall be physically marked as being the property of the State of Idaho.

Further in accordance with Section 9.3.2, the following shall apply:

1. The Contractor must provide at least thirty (30) days advance written notice of its request to store off site. Such notice must include a description of the type, quantities, locations, and values of materials involved for the next billing cycle. All invoices must indicate the type, quantities, and value of materials or equipment for which payment is requested.
2. All materials stored off-site must be segregated and clearly marked with the DPW project number and as being the "Property of the State of Idaho."
3. The project architect and/or the DPW field representative must have unrestricted access to the stored materials during all business hours and may physically inventory all invoiced materials and may physically inspect the storage conditions.
4. The Contractor must provide written consent of surety to off-site storage of materials and equipment and to payment for such materials and equipment prior to incorporation in the Work. Consent must be of surety. Consent of local broker or agent is not acceptable.
5. The contractor must maintain and must provide to the project architect, upon request, a current log of stored materials and equipment, which reflects when materials are used or added.
6. The contractor must obtain and maintain on all materials and equipment stored off-site and in transit all risk property insurance at replacement cost, with the state of Idaho listed as loss payee.

End

State of Idaho
Department of Administration
Division of Public Works

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF _____)

COUNTY OF _____)

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

_____
Name of Contractor

_____
Address

_____
City and State

By: _____
(Signature)

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

Commission expires:

_____
NOTARY PUBLIC, residing at

_____

_____

For The People of Idaho

STATE TAX COMMISSION

P. O. Box 36 • Boise, ID • 83722

REQUEST FOR TAX RELEASE

Date: _____

RE: DPW Project Number: _____

Project Name: _____

State Agency: _____

Project Location: _____

Contractor Requesting Release – Name: _____

Address: _____

_____

Contact Name: _____

Telephone Number: _____

Federal Employer Identification No.: _____

Project Information:

Project is Complete: _____

Project is Substantially Complete: _____

Project Start Date: _____

Project Complete Date: _____

Final Contract Amount (including change orders): _____

Did any public works or other governmental agency supply materials, which were installed by this contractor or his subcontractors? Yes _____

No _____

If yes, list these materials and their dollar values: _____

_____

To request a Tax Release, please send this form to:

Attn: Contract Desk; Sales Tax Audit; Idaho State Tax Commission;
PO Box 36; Boise, ID 83722

RELEASE OF CLAIMS

(TO BE COMPLETED FOR FINAL PAYMENT)

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

Dated _____ Contractor _____

DIVISION 1 - GENERAL REQUIREMENTS

In addition to the information and data contained in the bidding documents and contract documents, the following information should be included in Division 1. The Architect/Engineer should review each project to determine applicability and tailor each specification to suit the particular project. The Section breakdown and numbering is optional, but should generally follow the CSI recommended format.

Summary, Alternates, Allowances

One or more sections to include a scope of work, phases of construction, etc. Include a full and detailed description of alternates and unit prices and a listing of allowances with dollar amounts. Alternates should be kept to a minimum and must be clear, precise and independent of other alternates. Unit prices and allowances should only be used when specific requirements are not available at time of bidding, and only with the DPW Project Manager's approval. Use only add alternates unless specifically authorized elsewhere.

Project Coordination

This section should be used for requiring surveys or special recording requirements. Installer inspections prior to actual application should be required for major units of work and always for critical items like waterproofing, roofing, glazing, special coatings, etc. Pre-installation meetings should always include architect, DPW Field Representative, contractor, subcontractor and manufacturer's representative.

DPW typically requires a pre-construction meeting and monthly construction meetings. A typical format and agenda for such meetings is available in DPW Instructions to Architects and Engineers. Meetings are to be set-up, chaired and recorded by the A/E.

Under Project Coordination, several areas of responsibility and activity are herein defined:

1. The Division of Public Works Field Representative will determine the time, location and date for the Preconstruction Conference. Personnel to attend will be the contractor, sub-contractor(s), material suppliers, Division of Public Works Field Representative, Agency Representative and Architect/Engineer.

2. The Architect/Engineer is to provide minutes of the Preconstruction Conference to all concerned parties.

This section should also include coordination with existing site operations. Most DPW projects occur on state campuses and institutions, some with very restrictive access and most with continuing operations.

Cutting and Patching

This section may be required on new work and is usually required on renovation and repair projects.

Definitions and Standards

Provide as required to clarify technical sections.

Schedules, Reports, Payments

Use if required for more detailed explanation of requirements. Require CPM or similar type scheduling for large or complicated projects. Obtain the appropriate forms from DPW for payment requests, change orders, substantial completion, etc.

Submittals

Outline procedures for shop drawing, product data, samples, etc. DPW Field Representative should be included for receipt of approved submittals.

Quality Control Services

The State typically pays the cost of normal testing to include earthwork, paving, concrete and welding. Special tests may be specified to be performed at contractor expense. Payment for retesting of failed tests should be specified to be at cost of contractor.

Temporary Facilities

For remodeling and additions, temporary utilities may be arranged for through the Owner and utility charges can be paid for by the Owner. For new construction, require the Contractor to provide and pay for temporary and construction utility costs through substantial completion. Provide for security and access as required.

Products and Substitutions

Define and outline as required including details relating to warranties. DPW prefers no substitutions after bid date except where products are unavailable within construction schedule.

Project Closeout

Outline closeout procedures. Require accurate and complete "As-Built" drawings. Require accurate record keeping and a listing of products, subcontractors, supplier and/or manufacturers. Require maintenance manuals and instructions to Owner's operating and maintenance personnel. Require complete final cleaning. Normally two copies of maintenance manuals will be required. For projects with complex equipment and systems include project finalization and start-up requirements.

****FOR PROJECTS IN IDAHO STATE BUILDING AUTHORITY BUILDINGS, INCLUDE THE FOLLOWING PROVISION PERTAINING TO WARRANTIES AND GUARANTEES.**

Contractor agrees that all warranties and guarantees of materials, equipment and workmanship to the Owner shall also be for the specific benefit of the Idaho State Building Authority and, specifically agrees for itself and all of its subcontractors and suppliers that any and all provisions of any warranty or guaranty may be enforced by the Owner, the Idaho State Building Authority or any of its assignees or successors in interest.

END OF GENERAL REQUIREMENTS