



State of Idaho
Department of Administration
Division of Public Works

C. L. "BUTCH" OTTER
Governor
ROBERT L. GEDDES
Director
TIM MASON
Administrator

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Telephone (208) 332-1900 or FAX (208) 334-4031
Design and Construction
Facilities Services
dpw.idaho.gov

April 17, 2013

Contractor
Street Address
City, State ZIP

Gentlemen:

RE: DPW PROJECT 11380
Door Security System
State Hospital North
Department of Health & Welfare
Orofino, Idaho

LETTER CONTRACT and NOTICE TO PROCEED

This letter is acceptance of your informal bid and is your Notice to Proceed with the above project at the bid amount of \$90,125. The work is to commence on (date) and is to be completed by (date). A preconstruction Conference will be held on November 29, 2012 at 9:00 am at State Hospital North, 300 Hospital Drive, Orofino, Idaho.

All work is to be done in accordance with the plans and specifications on which the informal bid was based. Acceptance will be confirmed by Tim Lynch, AIA, at My Architect.

Coordinate your work and schedule with Field Representative, DPW Field Representative, at (phone number). Upon completion and acceptance of the work, submit your billing to Division of Public Works, P.O. Box 83720, Boise, Idaho 83720-0072.

Contractor warrants to the Owner that the Contractor is and shall remain in compliance with Executive Order 2009-10 which requires that the Contractor does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States & that 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. 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 Contract Amount per violation and/or Termination of this Contract. The Contractor also acknowledges that, if it is a natural person, it is subject to Title 67, Chapter 79, Idaho Code regarding verification of lawful presence in the United States.

Please acknowledge this contract by signing both copies, and returning one copy with the Certificate of Insurance as required by request for informal bids, and Performance and Payment Bonds (AIA A312, or equivalent, including power of attorney), each 100% of the contract amount, (See enclosed §11.5.1.1 for acceptable modifications to the Payment Bond), to Division of Public Works, P.O. Box 83720, Boise, Idaho 83720-0072. No work is to be done nor any payments made until these documents have been submitted and received.

DIVISION OF PUBLIC WORKS
Tim Mason, Administrator

Contractor

Date: _____

TM:mb

cc: PM, DPW Contact, Agency FR, DPW Tax Commission Division of Building Safety Fiscal Fed. Tax ID # ()

11.5.1.1 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.
