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# State of Idaho

Department of Administration  
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January 25, 2017

## ADDENDUM NO. ONE (1)

DPW PROJECT: 17857, 17858, 17859 & 17860  
Light Construction Service Contracts  
Capitol Mall & State Facilities  
Boise, Idaho

TO: **All Bidders**

This addendum forms a part of the contract documents and modifies the original bidding documents.

Acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may disqualify the Bidder.

This addendum consists of **one** (1) page plus attachments for a total of **six** (6) pages.

### **Specifications:**

Replace page A-4 with the attached

Replace the Bid Proposal form with the attached

### **Attachments:**

A-4 Revised  
Bid Proposal Form Revised

**LIGHT CONSTRUCTION SERVICE CONTRACT  
BETWEEN OWNER AND CONTRACTOR**

THIS LIGHT CONSTRUCTION SERVICE CONTRACT BETWEEN OWNER AND CONTRACTOR (the "Contract") is by and between the State of Idaho, Department of Administration, Division of Public Works ("DPW" or the "Owner") and \_\_\_\_\_ (the "Contractor") and is for work performed under DPW Project No. \_\_\_\_\_, LIGHT CONSTRUCTION SERVICE CONTRACT, CAPITOL MALL AND STATE FACILITIES, (the Project) as more fully described in Exhibit A, and incorporated herein by reference. This Contract shall be effective on \_\_\_\_\_ (day) of \_\_\_\_\_ (month) 20\_\_\_\_ (year), when executed by both parties (the Effective Date).

In consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Contractor agree as set forth below:

**ARTICLE 1  
CONTRACT DOCUMENTS**

**1.1** The Contract Documents consist of this Contract, the Conditions of the Contract (General, Supplementary and other conditions) and any Addenda thereto issued prior to and all modifications issued after execution of this Contract, written amendments signed by both the Owner and the Contractor, Change Directives, Modifications, written Work Orders by the Owner, Purchase Orders, and Notices to Proceed (collectively, the "Contract Documents"). Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of the Contract Documents.

**1.2** The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

**1.3** The Contractor will receive detailed information for each separate scope of work (each such scope of work is a "Project"), and a separate Work Order, Purchase Order, or Notice to Proceed will be issued by the Owner describing each Project, including scope and method of compensation. Any Work Order, Purchase Order, or Notice to Proceed shall be incorporated into this Contract.

**ARTICLE 2  
REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR**

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner:

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

**2.2** The Contractor shall become familiar with the Project site and the local conditions under which the Project is to be constructed and operated particularly in correlation to the requirements of the Contract and subsequent information as provided per paragraph 1.3.

**2.3** The Contractor has received, reviewed, compared, studied and carefully examined all of the documents which make up the Contract Documents, including the Specifications, Summary of Work, and any Addenda, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for execution.

# BID PROPOSAL

TO: STATE OF IDAHO  
DIVISION OF PUBLIC WORKS

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for Light Construction Services Contract: 17857, 17858, 17859 & 17860 Light Construction Service Contracts, Capitol Mall and State Facilities, having examined the Instructions to Bidders, this Bid Proposal and all attachments hereto, and the Contract Documents, hereby proposes to furnish all labor, materials and supplies and to provide the service and insurance in accordance with the Contract Documents at the prices stated. These prices are to cover all expenses incurred, including business overhead, profit, employee benefits, taxes, trade specific tools and equipment, transportation/vehicles, etc., to perform the Work required under the Contract Documents. See Service Contract Exhibits A and C for project specific specialty equipment examples, payments, etc.

Bidder hereby agrees to commence work under the Contract upon receipt of a written Work Order, Purchase Order, or Notice to Proceed from the Owner and to expeditiously complete the Work. The Contract will be in effect for a period of one year from the Effective Date of the Contract with provisions for two, one year extensions.

The following Attachments are incorporated herein by this reference:

- A. CONTRACTOR'S AFFIDAVIT CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE
- B. BIDDER'S ACKNOWLEDGEMENT STATEMENT
- C. DIVISION OF PUBLIC WORKS LIGHT CONSTRUCTION SERVICE CONTRACT FORM OF AGREEMENT

Bidder acknowledges receipt of Addenda No. \_\_\_\_\_.  
(List all Addenda)

## Hourly Rates for Labor:

### Regular Rates and Overtime Rates

- A. Regular Hours: Regular Work Hours are defined to be ALL hours worked between 7:00 A.M. and 5:00 P.M., Monday through Friday, to a maximum of forty (40) hours per individual.

(Regular Rate) \$ \_\_\_\_\_ per hour X 800 hrs. = \$ \_\_\_\_\_ (A)

- B. Off-Hours: Off-Hours are defined to be from 5:00 P.M. to 7:00 A.M. Monday through Friday, and all hours Saturday, Sunday and holidays. If the Owner requests for work to be conducted during these hours, the Contractor may charge Off-Hour Rates.

(Off-Hours Rate) \$ \_\_\_\_\_ per hour X 80 hrs. = \$ \_\_\_\_\_ (B)

- C. Overtime Hours: Overtime hours are defined as all hours worked above Forty (40) hours per person in one week beginning at 12:00 AM Monday and ending at 11:59 PM Friday. If the Contractor elects to work overtime, the Owner will pay at the regular rate for all hours worked. In addition, all Overtime Rates must be equal to or greater than Regular Rates. Any Overtime Rates intentionally left blank or entered as zero (0), or Overtime Rates that are less than Regular Rates on the Bid Proposal Form will be considered non-responsive.

(Overtime Rate) \$ \_\_\_\_\_ per hour X 40 hrs. = \$ \_\_\_\_\_ (C)

D. Materials, Specialty Equipment, Parts, Subcontractor Costs:

Materials, specialty equipment, parts and subcontractor charges will be paid at the invoice cost plus the following percentage markup.

Cost Plus \_\_\_\_\_ Percent Markup X \$60,000 \*\*\* = \$ \_\_\_\_\_ (D)

*Example: (15 Percent Markup/100 +1) X\$60,000 =\$69,000*

Bond costs, shipping costs, permit fees and taxes will be paid at the contractor's or subcontractor's actual invoice cost, without markup. A copy of ALL invoices and timesheets must be submitted with billings for any item exceeding \$100.00. At the discretion of the Owner, the contractor may be requested by the Owner to provide invoices for all items.

**Total Bid Amount** **A + B + C + D = \$ \_\_\_\_\_ TOTAL \*\*\***

\*\*\* The Annual labor hours and material costs factors are for bid evaluation only. The actual hours worked, and materials furnished in a one year period will and may vary.

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

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

Upon receipt of written Notice of Intent to Award of this bid, Bidder will execute the Contract within ten (10) days and deliver Insurance Certificates as required by Article 21 of the Contract and Performance and Payment Bonds.

The bid security in the amount of \$10,000.00 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.

Bidder understands that a Contract shall be awarded to each of the four lowest responsive bidders as determined by the formula for bid evaluation contained within this bid proposal.

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to the Service Contract Agreement.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(date) (month) (year)

Respectfully submitted by:

(Seal - if bid is by a corporation)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Street or PO Address)

\_\_\_\_\_  
(City, State and zip code)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX Number)

\_\_\_\_\_  
(email address)

**Have you remembered to include bid security (bid bond or a certified or cashiers check), Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace and a signed copy of the Bidder's Acknowledgment Statement with your bid?**

**ATTACHMENT A**

***Execute and Submit with Bid***

**CONTRACTOR'S AFFIDAVIT  
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

By: \_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, residing at

\_\_\_\_\_

\_\_\_\_\_

**FAILURE TO EXECUTE THIS AFFIDAVIT AND SUBMIT IT ALONG WITH YOUR BID SHALL MAKE YOUR BID NONRESPONSIVE.**

**ATTACHMENT B**

***Execute and Submit with Bid***

**BIDDER'S ACKNOWLEDGMENT STATEMENT**

**NOTE: THE INFORMATION CONTAINED HEREIN IS A SUMMARY OF CERTAIN CONTRACT PROVISIONS AND DOES NOT CHANGE THE CONTRACT DOCUMENTS THAT WILL GOVERN THIS PROJECT.**

Division of Public Works Project Nos. 17857, 17858, 17859 & 17860. Project Name: Light Construction Service Contracts, Capitol Mall and State Facilities.

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

- Contractor agrees to comply with conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code, requiring the employment of ninety-five percent (95%) bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to work in the United States.
- Work done under this contract shall be performed by the least expensive labor category, per Exhibit A of the Contract, qualified to do the work.
- The Contractor may, on the terms and conditions set forth in the Contract, subcontract portions of the Work not done by the Contractor's own forces. The total amount of work to be subcontracted shall not exceed 50% of the total value of each Work Order, Purchase Order, or Notice to Proceed, unless authorized in writing by the Owner.
- Contractor agrees that in-house shop time, if applicable, will be billed at the regular rate, plus material cost with markup.

**FAILURE TO EXECUTE THIS ACKNOWLEDGMENT MAY MAKE YOUR BID NONRESPONSIVE.**

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

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

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

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF BID PROPOSAL**