

GOLDEN GATE HIGHWAY DISTRICT NO. 3

Homedale Road Rebuild Phase 1

CONTRACT DOCUMENTS

March, 2021

ENGINEER:

Gordon Bates, P.E.
District Engineer
Golden Gate Highway District No. 3
500 E. Golden Gate Ave.
Wilder, Idaho 83676



OWNER:

Golden Gate Highway District No. 3
500 E. Golden Gate Ave.
Wilder, Idaho 83676

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**2021 Homedale Road Rebuild Phase 1
Golden Gate Highway District No. 3**

NOTICE OF ADVERTISEMENT FOR BIDS

Sealed Bids for the 2021 Homedale Road Rebuild Phase 1 will be received by Golden Gate Highway District No. 3 (hereafter "District") at their office located at 500 E. Golden Gate Ave, Wilder, Idaho 83676, until the hour of 11:00am (MST) on the 8th day of April, 2021, and then, publically opened and read aloud.

The project generally consists of constructing 2.6 miles of a 0.33-foot thickness of asphalt paving in two lifts, with a typical width of 26-feet on top of Recycled Asphalt Base Stabilization, including:

- Approximately 9,036 tons of plant mix asphalt paving,
- 2.6 miles shoulder widening and drainage improvements on both side of the roadway,
- Approximately 3,600 tons of $\frac{3}{4}$ " aggregate to raise roadway to finish grade, and
- Approximately 1,340 linear feet of storm drainage culverts.

The work performed under this contract shall be complete in its entirety on or before September 30, 2021.

Bid forms, bidder's instructions, and specifications and contract forms may be examined at the following location:

1. Golden Gate Highway District No. 3 - 500 E. Golden Gate Ave, Wilder, Idaho 83676, gghd3.org/projects.
2. Associated General Contractors - 1649 W. Shoreline Drive, Suite 100, Boise, Idaho 83702
3. Copies may be obtained at the Golden Gate Highway District No. 3 - E. 500 Golden Gate Ave, Wilder, Idaho 83676, Phone 208-482-6267. Purchase cost is \$50.00 (refundable upon return of plan set) plus a \$15.00 shipping charge (non-refundable).

It is the intent of these documents to describe the required work in sufficient detail to secure comparable bids. All parts or tasks necessary to complete said work that is not specifically mentioned shall conform to all Local, State & Federal requirements and shall be included as an incidental cost within the bid.

A pre-bid conference will be held on March 29, 2021 at 9:00a.m. (MST) at the Golden Gate Highway District office.

Bids must be signed and accompanied by evidence of authority to sign. All bids shall be presented or otherwise delivered to the Clerk of the Golden Gate highway District No. 3 under seal with a concise statement marked on the outside thereof identifying the expenditure to which the bid pertains.

The OWNER will consider all bids on a basis consistent with the bid documents in determining the lowest responsive bid. Before awarding a contract, the OWNER will conduct such investigation as necessary to determine that the apparent low bidder has sufficient performance record & ability to perform the specified work. Bidder shall submit such information as requested by the OWNER.

All bids shall contain one of the following forms of bidder's security in an amount equal to 5% of the amount bid: cash, cashier's check, certified check or bid bond. Said bid security shall be forfeited to the District as liquidated damages in the event that the successful bidder fails to enter into contract in accordance with their proposal as specified in the bid documents.

Bids will remain subject to acceptance for 30 days after the bid opening.

The right is reserved to reject any or all Bids, to waive non-material irregularities and to accept the bid deemed most advantageous to the best interest of the District.

Dated this 11th day of March, 2021.

Virgil Holsclaw, Chairman

Attested by: Anita Herman, Clerk

Publish: March 19th and 26th, 2021.

GOLDEN GATE HIGHWAY DISTRICT NO. 3

Homedale Road Rebuild Phase 1

BIDDER'S CHECKLIST

The Bidder's Checklist is offered to the prospective bidder as a means of checking the Bidder's Bid Proposal in order to ensure that a complete Bid is submitted, free from omissions and errors that could possibly lead to rejection of the Bid. This checklist does not relieve the Bidder from properly completing the Bid.

Check off when completed:

BID

- _____ 1. Are all blank spaces filled out on Bid Proposal? Are the complete Bid Proposal documents intact? Is Bid amount shown correctly including totals? Recheck for errors and omissions. Total Bid must be shown in figures.
- _____ 2. Have questions arising from the bidding, contract, specifications, or plans been submitted to the proper authority and resolved in the proper manner?
- _____ 3. Is Bid amount shown correctly including totals? Recheck for errors and omissions. Both lump sum and unit prices must be shown.

SIGNATURES

- _____ 4. Are authorized signatures properly affixed to the Bidding Documents? Include title, evidence of authority to sign, Idaho Public Works Contractor license number, etc.
- _____ 5. Have all subcontractors, suppliers, individuals or entities as required in the Instruction to Bidders been listed? Include Idaho Public Works Contractor license number for subcontractors.

ADDENDA

- _____ 6. Have all Addenda been received and acknowledged with the proper signature on the Bid Proposal?

BID BOND

- _____ 7. Has a certified check, cashier's check, cash, or a Bid Bond in the amount specified been included with the contract documents?

SUBMITTAL

- _____ 8. Has the Bidder performed examinations in accordance with the Instructions to Bidder?
- _____ 9. Has the Bidder included additional information as required by Article 15 of the Instructions to Bidders?
- _____ 10. In order for a Bid to be considered, the Bid Form, Bid Security, naming of subcontractors form, copy of your Public Works License and other required attachments must be placed in a properly addressed, sealed envelope, and delivered to the specified authority prior to the time designated for the Bid Opening.

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.
- B. *Bidder*—The individual or entity who submits a Bid directly to the Owner.
- C. *Successful Bidder*—The lowest responsible Bidder submitting a responsive Bid to whom the Owner (on the basis of the Owner’s evaluation as hereinafter provided) makes an award.

Where the word “Sponsor”, “Owner” or “Engineer” appears in any of the Contract Documents or Specifications, it shall refer to the following:

Sponsor or Owner: Golden Gate Highway District No. 3
500 East Golden Gate Avenue
Wilder, Idaho 83676

Engineer: Gordon Bates, P.E., Director of Highways and District Engineer for
Golden Gate Highway District No. 3

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder’s responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. **Registered plan holders will receive Addenda issued by Owner.**
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or

Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

2.05 *Electronic Documents*

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Electronic Documents that are available in native file format include:
 - a. Design Basemap in AutoCad format.
 - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
 - 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
 - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 5 days of Owner's request, Bidder must submit the following information:
- A. Subcontractor and Supplier qualification information. Refer to Idaho Code Title 67, Chapter 23 regarding listing of subcontractors.
 - B. Other required information regarding qualifications such as financial data, previous experience and/or present commitments.
- 3.02 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Bidder's State of Idaho Public Works contractor license number.
 - B. Subcontractor and Supplier qualification information including Subcontractor State of Idaho Public Works contractor license number.
- 3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 5.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 5.02 *Existing Site Conditions*
- A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*
 - 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:

- a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data. In accordance with Paragraph 5.05 of the General Conditions, the Contractor is responsible for verifying the actual location of all Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work.

5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. It is the responsibility of the Bidder to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

- E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
 - F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- 5.05 *Owner's Safety Program*
- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.
- 5.06 *Other Work at the Site*
- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
- A. Bidder questions may be submitted to the Engineer in person at the office address listed below or via mail, fax and email.
 - 500 East Golden Gate Avenue, Wilder, Idaho 83676
 - Fax: (208) 482-6267
 - Email: gordonb@gghd3.org

- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than 4 days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been

received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.

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

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:

A. Independent 3rd party testing and inspection consulting firm.

- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.05 Per Idaho Code 67-2310, Bidder shall include in their bid the name(s), address(es), and Idaho Public Works Contractors License number(s) of the Subcontractors who will, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air conditioning work, and the electrical work under the general Contract. Failure to name Subcontractors as required by

this section shall render any Bid unresponsive and void. Use *Naming of Subcontractors Form 00440*.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

13.02 *Base Bid with Alternates*

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

13.03 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.04 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and

other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 Refer to Idaho Code Sections 54-1904b, 54-1904b, and 54-1904d for relief from bids.

ARTICLE 16—OPENING OF BIDS

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

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

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

of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.06 The purchase of construction services shall be made pursuant Idaho Statute Title 67, Chapter 28. The acquisition of construction services must be subject to a competitive bidding process made from a qualified public works contractor submitting the lowest bid price complying the bidding procedures and meeting prequalification criteria, if any are provided in accordance with I.C. 67-2805, that are established in the bidding documents. For a Category A bid process, the political subdivision may only consider the amount bid, bidder compliance with the administrative requirements of the bidding process, and whether the bidder holds the requisite State of Idaho Public Works Contractors License, and shall award the bid to the responsible bidder submitting the lowest responsive bid.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation. The date upon which the bonds are binding shall be the effective date of the Agreement.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and

deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

21.01 Refer to Article 7.10 of the General Conditions for tax requirements.

ARTICLE 22—CONTRACTS TO BE ASSIGNED (NOT APPLICABLE)

ARTICLE 23—STATE OF IDAHO STATUTORY PROVISIONS

23.01 Additional State of Idaho Statutory provisions to be aware of:

- A. Title 54, Chapter 19, *Public Works Contractors*.
 - 1. Idaho Code Section 54-1920(2) regarding a public officer who lets a contract to an unlicensed firm may be held personally liable.
 - 2. Idaho Code Section 54-1926 regarding the requirement for payment and performance bonds on all public works projects over \$50,000.
 - 3. Idaho Code Section 54-1928 regarding agencies and officials may be held liable for failure to obtain bonds.
- B. Idaho Code Title 46, Chapter 10, *State Disaster Preparedness Act*, regarding emergency exceptions,
- C. Idaho Code Section 67-2348, *Preference for Idaho Domiciled Contractors on Public Works*,
- D. Idaho Code Section 67-2349, *Preference for Idaho Suppliers and Recycled Paper Products for Purchases*.

BID FORM

Golden Gate Highway District No. 3 Homedale Road Rebuild Phase 1

PROJECT IDENTIFICATION:

The project generally consists of constructing 2.6 miles of a 0.33-foot thickness of asphalt paving in two lifts, with a typical width of 26-feet on top of Recycled Asphalt Base Stabilization, including:

- Approximately 9,036 tons of plant mix asphalt paving,
- 2.6 miles shoulder widening and drainage improvements on both side of the roadway,
- Approximately 3,600 tons of ¾" aggregate to raise roadway to finish grade, and
- Approximately 1,340 linear feet of storm drainage culverts.

THIS BID IS SUBMITTED TO: Golden Gate Highway District No. 3
500 E. Golden Gate Ave.
Wilder, ID 83676

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

2. Bidder accepts all of the terms and conditions of the Bid Documents, including without limitation those in the Notice of Advertisement for Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

3. This Bid will remain open for the period stated in the Notice of Advertisement for Bids unless otherwise required by law or for such period of time that the Bidder may agree to in writing upon request of the Owner.

- A. Bidder has examined copies of all the Bid Documents including addenda (if any receipt of all of which is hereby acknowledged):

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Initials of Bidder</u>
_____	_____	_____
_____	_____	_____

- B. Bidder has visited, or has chosen to not visit, the Site in order to become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.
- C. Bidder is familiar with the nature and extent of the Bid Documents, locality, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, and progress and has made such independent investigations, as Bidder deems necessary.
- D. Bidder has carefully studies all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to the existing surfaces or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by the Bidder, including applying specific means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents to be employed by the Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that related to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data within the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents, and written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
4. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
5. Bidder will complete the Work in accordance with the Contract Documents for the following prices.

UNIT PRICE SCHEDULE

SPECIFICATION PAYMENT REFERENCE*	ITEM*	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
201.4.1.A.1	Clearing and Grubbing	ACRE	7.6		
201.4.1.E.1	Remove Culverts	LF	427		
201.4.1.E.1	Removal of Curb (no gutter)	LF	3757		
201.4.1.F.1	Removal of Tree	EA	7		
201.4.1.F.1	Removal of Stump	EA	15		
202.4.1.A.1	Excavation	CY	4955		
202.4.8.A.1	Dust Abatement Water	MG	1125		
307.4.1.K.1	Soft Spot Repair	CY	480		
601.4.1.A.11	12-inch Storm Drainage Culvert	LF	994		
601.4.1.A.11	18-inch Storm Drainage Culvert	LF	180		
601.4.1.A.25	18-inch Gravity Irrigation C900	LF	100		
602.4.1.A.1	Roadside Ditches	LF	15690		
706.4.1.A.3	6-inch Vertical Curb (no gutter)	LF	375		
801.4.1.A.1	6-inch Minus Uncrushed Aggregate	CY	6025		
802.4.1.A.1	3/4-inch Minus Crushed Aggregate Base	CY	4197		
810.4.1.A.1	1/2" SP-2 Superpave HMA Pavement	TON	9036		
1001.4.1.A.1	Sediment Control	LS	1		
1006.4.a.D.1	Check Dam	EA	6		
1103.4.1.A.1	Construction Traffic Control	LS	1		
1105.4.1.A.1	Painted Pavement Markings	SF	19179		

1105.4.1.E.1	Relocate Sign	EA	9		
2010.4.1.A.1	Mobilization	LS	1		
2040.4.1.D.1	Reconstruct or Relocate Fencing	LF	1002		
SP 3000.4.1.A.1	Survey	LS	1		
SP 3001.4.1.A.1	Coordinate Relocation of Utilities	EA	12		
SP 3002.4.1.A.1	Pulverize Existing Surface	SY	35878		
SP 3004.4.1.A.1	Paved Driveway Access	EA	8		
SP 3004.4.1.B.1	Gravel Driveway Access	EA	59		
TOTAL BID:					

TOTAL: _____
(Use words)

* All items of work on this project are identified as contingency items, in that the variation in quantities does not apply. The contractor will be paid for actual quantities of each item completed.

If not separately indicated in the Unit Price Schedule, all work shall be incidental to the project and included in the prices listed above.

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

6. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all Unit Price Bid items will be based upon actual quantities provided, determined as provided in the Contract Documents.

7. Bidder agrees that the Work shall not commence until the date indicated in the Agreement. Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

8. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

9. The following documents are attached to and made a condition of this Bid:
- A. Required Bid security as specified in the Bid Documents;
 - B. Bidder shall include in his Bid the name(s) and address(es), and Idaho Public Works Contractor License number(s) of the Subcontractors, if any, who shall, in the event that the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning, and electrical work under the general Contractor;
 - C. In addition to subcontractors for plumbing, heating and air-conditioning, and electrical work; provide the name(s) and address(es), additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders. Include the Idaho Public Works Contractor License number(s) of the Subcontractors, if any);
 - D. Required Bidder qualifications statement with supporting data.

10. The terms used in this Bid with initial capital letters have the same meaning as in the Instructions to Bidders, General Conditions and Supplementary Conditions.

Submitted on, _____, 2021.

Idaho Public Works Contractor License No. _____ (attach a copy)

Expiration Date: _____

BIDDER is: (complete one of the following four pages and "X" through those that are not applicable)

If Bidder is and Individual:

Name (typed or printed): _____

By: _____ (Seal)
(Signature)

Bidders mailing address: _____

Phone No. _____

Fax No. _____

Email: _____

If Bidder is a Partnership:

Partnership Name (typed or printed): _____ (Seal)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Title: _____

Bidders mailing address: _____

Phone No. _____

Fax No. _____

Email: _____

If Bidder is a Corporation:

Corporation Name (typed or printed): _____ (Seal)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Title: _____

Attested By: _____

Bidders mailing address: _____

Phone No. _____

Fax No. _____

Email: _____

State of Incorporation: _____

Type: _____
(General Business, Professional, Service, Limited Liability)

Date of Qualification to do business: _____

If Bidder is a Joint Venture:

Joint Venture Name (typed or printed): _____ (Seal)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Title: _____

Bidders mailing address: _____

Phone No. _____

Fax No. _____

Email: _____

Joint Venture Name (typed or printed): _____ (Seal)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Title: _____

Bidders mailing address: _____

Phone No. _____

Fax No. _____

Email: _____

(Each joint venture must sign. The manner for each individual, partnership, and corporation that is a party to the joint venture shall be in the manner indicated above.)

[illegible]

1. This form must be included for all bids.

Naming of Subcontractors, Suppliers and Other Entities Form

In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors).

[illegible]

1) List Idaho Public Works Contractor License Numbers for all subcontractors.

NOTES TO USER

1. Include this form if Instructions to Bidders require listing of additional subcontractors, suppliers or other entities.

NOTICE OF AWARD

Date of Issuance:

Owner: Golden Gate Highway District No. 3 Owner's Project No.:
Engineer: Gordon Bates, PE, Golden Gate Hwy Engineer's Project No.:
Project: Homedale Road Rebuild Phase 1
Contract Name:
Bidder:
Bidder's Address:

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

Homedale Road Rebuild Phase 1

The Contract Price of the awarded Contract is **\$(Contract Price)**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Four (4) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner **Four (4)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **N/A**

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Golden Gate Highway District No. 3**

By (signature):

Name (printed): Virgil Holsclaw

Title: Chairman

Copy: Engineer

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

This Agreement is by and between **Golden Gate Highway District No. 3** ("Owner") and [name of contracting entity] ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work generally consists of constructing 2.6 miles of roadway with 0.33-foot thickness of asphalt paving in two lifts, with a typical width of 26-feet on top of Recycled Asphalt Base Stabilization, including:

- Approximately 9,036 tons of plant mix asphalt paving,
- 2.6 miles shoulder widening and drainage improvements on both side of the roadway,
- Approximately 3,600 tons of $\frac{3}{4}$ " aggregate to raise roadway to finish grade, and
- Approximately 1,340 linear feet of storm drainage culverts.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Homedale Road Rebuild Phase 1, the project, generally consists of rebuilding 2.6 miles of Homedale Road between HWY 95 and Allendale Road in western Canyon County, Idaho.

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Gordon Bates, P.E., District Engineer** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **T-O Engineers, stamped and signed by Patrick Colwell, P.E.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **9/30/2021**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **10/14/2021**.
- B. Idaho Power has stated that power poles will be relocated starting approximately the last week of June, 2021. Contractor shall coordinate utility relocations per SP-3001. Work may commence at Contractor's discretion and risk prior to utility relocations.

4.03 *Contract Times: Days*

- A. The Work will be substantially complete within **84 calendar days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **98 calendar days** after the date when the Contract Times commence to run.
 - 1. This contract becomes effective as of the date of Award to construct the project for the Owner with specified bid items at the unit bid prices. A time extension may be mutually agreed to by the Owner and Contractor via Change Order.
 - 2. Work shall commence at Contractor's option, at a time after the Notice-to-Proceed that provides for final completion per Section 4.02.A. Contractor shall determine their starting date and notify the Engineer at least 10 calendar days before the proposed start date. Once work has started, contract time will commence in accordance with General Conditions Section 2.
 - 3. The Contractor shall work continuously to complete the work in accordance with General Conditions Section 15.03 of the General Provisions. Work shall be complete and ready for final payment in accordance with General Conditions Section 15.06 of the General Provisions. The work must begin and be completed as stipulated in this agreement and once begun the Contractor shall diligently continue operations to bring the project to substantial completion without interruption or delay. Under no circumstances shall the final completion be extended by mutually agreeable Change Order beyond October 22, 2021.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion*: Contractor shall pay Owner **\$1,000** for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each calendar day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

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

- A. For all Work other than Unit Price Work, a lump sum of \$[number].

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

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
201.4.1.A.1	Clearing and Grubbing	ACRE	7.6	\$	\$
201.4.1.E.1	Remove Culverts	LF	427	\$	\$
201.4.1.E.1	Removal of Curb (no gutter)	LF	3757	\$	\$
201.4.1.F.1	Removal of Tree	EA	7	\$	\$
201.4.1.F.1	Removal of Stump	EA	15	\$	\$
202.4.1.A.1	Excavation	CY	4955	\$	\$
202.4.8.A.1	Dust Abatement Water	MG	1125	\$	\$
307.4.1.K.1	Soft Spot Repair	CY	480	\$	\$
601.4.1.A.11	12-inch Storm Drainage Culvert	LF	994	\$	\$
601.4.1.A.11	18-inch Storm Drainage Culvert	LF	180	\$	\$
601.4.1.A.25	18-inch Gravity Irrigation C900	LF	100	\$	\$
602.4.1.A.1	Roadside Ditches	LF	15690	\$	\$
706.4.1.A.3	6-inch Vertical Curb (no gutter)	LF	375	\$	\$
801.4.1.A.1	6-inch Minus Uncrushed Aggregate Base	CY	6025	\$	\$

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
802.4.1.A.1	3/4-inch Minus Crushed Aggregate Base	CY	4197	\$	\$
810.4.1.A.1	½" SP-2 Superpave HMA Pavement	TON	9036	\$	\$
1001.4.1.A.1	Sediment Control	LS	1	\$	\$
1006.4.a.D.1	Check Dam	EA	6	\$	\$
1103.4.1.A.1	Construction Traffic Control	LS	1	\$	\$
1105.4.1.A.1	Painted Pavement Markings	SF	19179	\$	\$
1105.4.1.E.1	Relocate Sign	EA	9	\$	\$
2010.4.1.A.1	Mobilization	LS	1	\$	\$
2040.4.1.D.1	Reconstruct or Relocate Fencing	LF	1002	\$	\$
SP 3000.4.1.A.1	Survey	LS	1	\$	\$
SP 3001.4.1.A.1	Coordinate Relocation of Utilities	EA	12	\$	\$
SP 3002.4.1.A.1	Pulverize Existing Surface	SY	35878	\$	\$
SP 3004.4.1.A.1	Paved Driveway Access	EA	8	\$	\$
SP 3004.4.1.B.1	Gravel Driveway Access	EA	59	\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **3rd Thursday** of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner **on or before the 1st Wednesday of each month** and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based

on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **95** percent of the value of the Work completed (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **8** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications and Special Provisions as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of **20** sheets with each sheet bearing the following general title: **Homedale Road Phase 1**
 8. Addenda (numbers **[number]** to **[number]**, inclusive).
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. The Contractor is an appropriately licensed public works contractor per Idaho Cod Section 54-1902.
13. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPWC Division 100, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

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

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

Golden Gate Highway District No. 3

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Virgil Holsclaw

(typed or printed)

Title: Chairman

(typed or printed)

Attest: Anita Herman

(individual's signature)

Title: Secretary

(typed or printed)

Address for giving notices:

500 E. Golden Gate Avenue

Wilder, Idaho 83676

Designated Representative:

Name: Gordon Bates, PE

(typed or printed)

Title: Director of Highways

(typed or printed)

Address:

500 E. Golden Gate Avenue

Wilder, Idaho 83676

Phone: (208) 954-6962

Email: gordonb@gghd3.org

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

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

NOTICE TO PROCEED

Owner:	<u>Golden Gate Highway District No. 3</u>	Owner's Project No.:	<u> </u>
Engineer:	<u>Gordon Bates, PE, District Engineer</u>	Engineer's Project No.:	<u> </u>
Contractor:	<u> </u>	Contractor's Project No.:	<u> </u>
Project:	<u>Homedale Road Rebuild Phase 1</u>		
Contract Name:	<u>Homedale Road Rebuild Phase 1</u>		
Effective Date of Contract:	<u> </u>		

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **9/30/2021**, and the date by which readiness for final payment must be achieved is **10/14/2021**.

The number of days to achieve Substantial Completion is **84 calendar days** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **98 calendar days** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

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

Secure all permits and file NOI

Comply with requirements of Special Provision 3003; especially pre-construction meeting, scheduling and landowner coordination.

Comply with Section 1103 construction traffic control

Additional critical items that may be identified at the pre-construction meeting.

Owner:	Golden Gate highway District No. 3
By <i>(signature)</i> :	
Name <i>(printed)</i> :	Virgil Holsclaw
Title:	Chairman
Date Issued:	
Copy: Engineer	

PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address (principal place of business): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (principal place of business): [Address of Surety's principal place of business]
Owner Name: Golden Gate Highway District No. 3 Mailing address (principal place of business): 500 East Golden Gate Avenue Wilder, Idaho 83676	Contract Description (name and location): Homedale Road Rebuild Phase 1 Canyon County, Idaho Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **Surety Company's standard form complying with all provisions.**

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address (principal place of business): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (principal place of business): [Address of Surety's principal place of business]
Owner Name: Golden Gate Highway District No. 3 Mailing address (principal place of business): 500 East Golden Gate Avenue Wilder, Idaho 83676	Contract Description (name and location): Homedale Road Rebuild Phase 1 Canyon County, Idaho Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> <hr/>	<i>(Full formal name of Surety) (corporate seal)</i> <hr/>
By: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>	By: <hr/> <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: <hr/>	Title: <hr/>
Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>	Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>
Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: <hr/>	Title: <hr/>
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 18. Modifications to this Bond are as follows: **Surety Company's standard form complying with all provisions.**

CONTRACTOR'S APPLICATION FOR PAYMENT No. _____

To: Golden Gate Highway District No. 3

(Owner)

From:

(Contractor)

Contract: Homedale Road Rebuild Phase 1

Owner's Contract No. _____

Engineer's Project No. _____

For Work accomplished through the date of: _____

Item No.	Item Description	Schedule of Values			Work Completed & Stored	
		Quantity	Unit Price	Amount	Quantity	Amount
201.4.1.A.1	Clearing and Grubbing	7.6	ACRE			
201.4.1.E.1	Remove Culverts	427	LF			
201.4.1.E.1	Removal of Curb (no gutter)	3757	LF			
201.4.1.F.1	Removal of Tree	7	EA			
201.4.1.F.1	Removal of Stump	15	EA			
202.4.1.A.1	Excavation	4955	CY			
202.4.8.A.1	Dust Abatement Water	1125	MG			
307.4.1.K.1	Soft Spot Repair	480	CY			
601.4.1.A.11	12-inch Storm Drainage Culvert	994	LF			
601.4.1.A.11	18-inch Storm Drainage Culvert	180	LF			
601.4.1.A.25	18-inch Gravity Irrigation C900	100	LF			
602.4.1.A.1	Roadside Ditches	15690	LF			
706.4.1.A.3	6-inch Vertical Curb (no gutter)	375	LF			
801.4.1.A.1	6-inch Minus Uncrushed Aggregate	6025	CY			
802.4.1.A.1	3/4-inch Minus Crushed Aggregate Base	4197	CY			
810.4.1.A.1	1/2" SP-2 Superpave HMA Pavement	9036	TON			
1001.4.1.A.1	Sediment Control	1	LS			
1006.4.a.D.1	Check Dam	6	EA			
1103.4.1.A.1	Construction Traffic Control	1	LS			
1105.4.1.A.1	Painted Pavement Markings	19179	SF			
1105.4.1.E.1	Relocate Sign	9	EA			
2010.4.1.A.1	Mobilization	1	LS			
2040.4.1.D.1	Reconstruct or Relocate Fencing	1002	LF			
SP 3000.4.1.A.1	Survey	1	LS			
SP 3001.4.1.A.1	Coordinate Relocation of Utilities	12	EA			
SP 3002.4.1.A.1	Pulverize Existing Surface	35878	SY			
SP 3004.4.1.A.1	Paved Driveway Access	8	EA			
SP 3004.4.1.B.1	Gravel Driveway Access	59	EA			
	TOTAL (Original Contract)					
	TOTAL (Change Order)					
	TOTAL (Current Contract)					

Less _____ Retainage	\$ -
Amount Due to Date	\$ -
Less Previous Payments	
Amount due this Application	\$ -

Accompanying Documentation: _____

Contractor's Certification: The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by previous Payment Applications No. ____ thru ____, inclusive; (2) title to all Work, materials & equipment incorporated in said Work or otherwise listed in or covered by the Payment Application will pass to Owner at time of payment free and clear of all liens, claims, security interest or encumbrance; and (3) All Work covered by this Payment Application is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated: _____

(Contractor)

By: _____

Recommend payment of the above AMOUNT DUE this application.

Dated: _____

By: _____

(Engineer)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Golden Gate Highway District No. 3 Owner's Project No.: _____
Engineer: Gordon Bates, PE, District Engineer Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: Homedale Road Rebuild Phase 1
Contract Name: Homedale Road Rebuild Phase 1

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

NOTICE OF ACCEPTABILITY OF WORK

Owner: Golden Gate Highway District No. 3 Owner's Project No.: _____
Engineer: Gordon Bates, PE, District Engineer Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: Homedale Road Rebuild Phase 1
Contract Name: Homedale Road Rebuild Phase 1
Notice Date: _____ Effective Date of the Construction Contract: _____

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated [date of professional services agreement] ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]

Owner: Golden Gate Highway District No. 3 Owner's Project No.:
Engineer: Gordon Bates, PE, District Engineer Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: Homedale Road Rebuild Phase 1
Contract Name: Homedale Road Rebuild Phase 1
Date Issued: Effective Date of Work Change Directive:

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____ [increase] [decrease] [not yet estimated].

Contract Time: _____ days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date:

CHANGE ORDER NO.: [Number of Change Order]

Owner: Golden Gate Highway District No. 3 Owner's Project No.:
Engineer: Gordon Bates, PE, District Engineer Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: Homedale Road Rebuild Phase 1
Contract Name: Homedale Road Rebuild Phase 1
Date Issued: Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Authorized by Owner

By: _____

Title: _____

Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

FIELD ORDER NO.: [Number of Field Order]

Owner:	Golden Gate Highway District No. 3	Owner's Project No.:
Engineer:	Gordon Bates, PE, District Engineer	Engineer's Project No.:
Contractor:		Contractor's Project No.:
Project:	Homedale Road Rebuild Phase 1	
Contract Name:	Homedale Road Rebuild Phase 1	
Date Issued:		Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement ISPWC Division 100 EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor 1 printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and **one copy** in electronic portable document format (PDF).

2.03 Add Paragraph 2.03.B:

- A. Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to the Owner (or Engineer) the following:
 - 1. WH-5 Public Works Contract Report in conformance with Idaho Code Sections 54-1904A and 63-3624(g), and

2. Affidavit of Payment of Securement of all taxes in conformance with Title 63, Chapter 15 Idaho Code.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.03 Reference Points

SC-4.03.A Add the following to the end of the paragraph:

At the discretion of the Owner, any stakes or benchmarks that are carelessly or willfully destroyed or disturbed by the Contractor or the Contractor's subcontractor will be replaced by the Owner the cost thereof charged to the Contractor.

Use this paragraph to define the engineering surveys to be provided by the Owner.

SC-4.03 Add the following new paragraph immediately after Paragraph 4.05.A:

B. The Owner will provide engineer survey to establish the following reference points for construction control:

[A: As indicated in the Contract Documents]

[B: As follows: _____]

4.05 Delays in Contractor's Progress

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

1. Extension of Contract Time for Weather
 - a. For calendar day and completion date contracts, the Owner will extend the contract time one day of each lost day of work on the critical path caused by weather that exceed the reasonably anticipated weather days per month as listed in Table 4.05. A "lost day of work" means that normal production on the critical path activity(ies) cannot proceed for at least five (5) hours per day as determined by the Owner or the Engineer. Weather days on weekends or holidays will not be considered as lost working days.

Table 4.05 – Anticipated Weather Days per Month

		ITD District					
Month		#1	#2	#3	#4	#5	#6
	January	10	7	8	8	8	8
	February	7	6	6	6	6	6
	March	7	6	6	6	6	6
	April	5	6	4	4	4	4

	May	5	6	4	5	5	5
	June	4	4	2	3	3	3
	July	1	1	1	1	1	1
	August	1	1	1	1	1	1
	September	2	1	1	1	1	1
	October	4	3	2	1	1	1
	November	9	6	6	5	5	5
	December	11	7	7	7	7	7

5. ~~Weather Related Delays~~

- ~~a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.~~
- ~~b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:~~
- ~~1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":~~
- ~~i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds [threshold precipitation quantity] of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC 4.05.C by reference.~~
- ~~ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: [temperature] degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: [temperature] degrees Fahrenheit.~~
- ~~2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by [name of the entity operating the weather station] weather monitoring station at [location of the weather monitoring station].~~

- ~~3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit [exhibit number] Foreseeable Bad Weather Days.~~
- ~~4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit [exhibit number] Foreseeable Bad Weather Days will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.~~

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
Homedale Road Improvements Pavement Rehabilitation Evaluation by GoeTek, Inc.	9/11/2020	Appendix A including boring logs

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
NONE		

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at **Issuing Office** during regular business hours, or may request copies from Engineer.

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
NONE		

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
NONE		

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of ISPWC 00610 ~~EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition)~~.
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of ISPWC 00615 ~~EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition)~~.

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.H:

1. Contractor shall furnish additional [performance bond(s)] [performance and payment bonds] [cash surety] for work on [Right-of-Way Authority] right-of-way in the amount of [\$] as required by the [Right-of-Way Authority] permit. The bond(s) shall be made payable to the [Right-of-Way Authority] designated on the Drawings and shall be in force for a period of one (1) year from the date of acceptance of the Work to cover all guarantees against defective workmanship and materials and other requirements for Work within the [Right-of-Way Authority] right-of-way as specified. The surety furnishing this Bond shall have a sound financial standing and a record of service satisfactory to the Owner and the [Right-of-Way Authority]. Contractor shall pay all costs for this (these) Bond(s).

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's

compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **None**
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$
Bodily injury by disease—aggregate	\$
Employer's Liability	
Each accident	\$
Each employee	\$
Policy limit	\$
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- J. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	
Each Accident	
Property Damage	
Each Accident	
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$[specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.
- M. *Contractor's Pollution Liability Insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of

pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$
General Aggregate	\$

- N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$
Annual Aggregate	\$

- O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

[Insert additional specific requirements, commonly set by the railroad, here.]

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	\$
Aggregate	\$

- P. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	\$
General Aggregate	\$

- Q. *Other Required Insurance:* [Here list additional types and amounts of insurance that Contractor is required to carry.]

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 When Owner requires partial or full use of some parts of the Work prior to or after Substantial Completion but before final acceptance, appropriate arrangement MUST be made for endorsements on the Contractor-provided property insurance policies so that the interests of all parties are protected. If this is anticipated before bidding, a provision to that effect should be included in SC-5.10 and similar language supplemented to SC-14.05 (add a supplemental paragraph 14.05.A.3). Secure and follow Owner's INSTRUCTIONS on this matter. Use the following to keep the Owner's options open.

Add the following paragraph following Paragraph 6.04.E:

E. The property insurance shall contain no partial occupancy restriction for utilization of the Project by the Owner for the purpose intended.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent

constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of \$500,000.
5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of \$500,000.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:
 - a. **none**
11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:
 - a. **none**
12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of \$500,000

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

- G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:

- C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. **Owner** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer’s services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day.

7.10 *Taxes*

ARTICLE 8—OTHER WORK AT THE SITE

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.13 *Owner’s Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner’s Site Representative*

- A. Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative is not Engineer’s consultant, agent, or employee. Owner’s Site Representative will be Gordon Bates, PE, District Engineer. The authority and responsibilities of Owner’s Site Representative follow: **per SC-10.07 below.**

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

- 1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

SC-10.07 Add the following new paragraph immediately after Paragraph 10.09.E:

- A. Owner will furnish Project representation during the construction period. The duties, responsibilities and limitations of the authority specified for the Engineer in Article 9-ENGINEERS STATUS DURING CONSTRUCTION, and elsewhere in the Contract Documents will be those of the Owner.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 5 percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

Sometimes public Owners cannot guarantee that monthly progress payments will be made to the Contractor within 30 days after receipt as required by GC-14.02. The Owner's payment procedure and timetable should be established and, if needed, appropriate changes be made in paragraph 14.02.C.1.

While the actual day of the month for the submittal of the Contractor's payment application can be established at the Preconstruction Conference, the number of days for Engineer's review and the number of days in which the Owner's payment to the Contractor becomes due and payable is established by GC-15.01. Caution should be exercised, while preparing the Contract Documents, to assure that the Owner's payment time frame meets with the Owner's capabilities.

SC-15.02.D. Delete paragraph 15.02.D.1 of the General Conditions in its entirety and insert the following in its place:

1. 10 days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 15.02.D) become due, and when due will be paid by Owner to Contractor.

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

- 1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and

4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

ARTICLE 18—MISCELLANEOUS

ARTICLE 19—FUNDING AGENCY REQUIREMENTS

EXHIBIT A—FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January			
February			
March			
April			
May	4	0	0
June	2	0	0
July	1	0	0
August	1	0	0
September	1	0	0
October	2	0	0
November			
December			
Notes:			
1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of "dry" powder snow equals one inch of rain.			

REVISIONS TO THE STANDARD SPECIFICATIONS (ISPWC) & SPECIAL PROVISIONS

GENERAL NOTES

PART 1 – GENERAL PROJECT INFORMATION, SCHEDULE, AND COORDINATION

1. All work shall conform to the requirements of the Construction Drawings, Contract Documents, 2020 Edition of the Idaho Standards for Public Works Construction (ISPWC), Highway Standards & Development Procedures for the Association of Canyon County Highway Districts, Federal, State, and Local Permit requirements, and easement or use of property agreement or conditions. In addition, all work shall conform to these revisions to the ISPWC Standard Specifications and Special Provisions. In the case of conflict, the more stringent requirements shall be adhered to.
2. This project proposes improve the stretch of Homedale Road from Allendale to US-95 (approx.. 14,000 LF).
3. The project will be completed in three phases. Schedule is to be set at time of bidding depending on phasing.
4. All soil material excavated from the roadway, as defined by ISPWC Section 203, shall remain the property of the contractor. Any excavated material that contains aggregate larger than 10 inches in diameter, metals, concrete, chemicals, tree roots or other unsuitable materials, shall be exported to the contractor's approved location. It shall be the contractor's responsibility to acquire the disposal site. The contractor shall acquire written permission from the owner of such additional waste sites proposed, and a copy of said permission shall be furnished to the construction engineer prior to any hauling to that site. There will be no separate payment item for hauling of any such material.
5. The Contractor shall, at his/her own expense, make all arrangements for the use of haul routes. The protection of all property on and along these haul routes shall be in accordance with applicable sections of Standard Specifications. The Contractor shall be responsible for the immediate clean-up of debris from haul operations along these haul routes. All costs for these items shall be considered incidental to the unit contract price for related contract items.
6. The Contractor shall, at his/ her own expense, make all arrangements for construction staging and material storage areas. All costs for these items shall be considered incidental to the unit contract price for related contract items.
7. The area of disturbance is greater than 1 acre, therefore the Contractor shall secure an EPA Construction General Permit and an Erosion and Sediment Control Plan (ESCP) to include all work. In addition, all local and state sediment control requirements must still be complied with. Permits shall include all utility relocations (by utility companies)

necessary to complete the project as the utility companies will operate under the Contractor's EPA Construction General Permit and ESCP. The contractor shall file an NOI at least three weeks prior to construction.

8. Coordinate all work with Golden Gate Highway district and the Construction Engineer. The Contractor shall coordinate weekly meetings with the Owner, utility companies, sub-contractors and any other entities involved in the project. Weekly meetings shall include the 3 week look-ahead schedule (provided by the contractor) for activities. Meeting topics will include the project work schedule, status of submittals, inspection/test coordination, traffic control/access coordination, public media outreach and other items as appropriate. This work shall be completed to minimize disruption to utility services, traffic and adjoining land and business owners.
9. Contractor is responsible to coordinate construction schedule and work areas with the Construction Engineer so that the Construction Engineer can notify all landowners within 600 feet of construction activities. Contractor shall provide Construction Engineer notice of changes in work area a minimum of ten (10) business days prior to start of construction so that Construction Engineer can notify landowners.
10. The Contractor will be required to use the supplied traffic control plan within the project drawings or may submit an alternative traffic control plan to the Construction Engineer for review and acceptance. Construction Engineer accepted traffic control must be in-place prior to construction.
11. All materials shall be supplied from an Approved Contractor Furnished Source. It shall be the Contractor's responsibility to obtain all clearances required for the use of the source(s). The Contractor will assume all costs incurred in obtaining approvals for the use of the source(s).
12. Once bids are opened and the apparent low bidder is identified, the Highway District reserves the right to eliminate any items, reduce the construction limits, or reduce bid quantities or a combination thereof as they deem necessary to stay within budget. There will be no compensation to the Contractor for the elimination of items of work or change in construction limits or reduction in quantities or a combination thereof. The Contractor is advised to provide balanced bids for all items of work.
13. When Highway District initiates a change, the Construction Engineer will inform the Contractor of the proposed change in the work and will request a detailed price proposal for the change. The Contractor shall provide a detailed price proposal within five (5) work days. If a price cannot be agreed upon between the contractor and owner, the work shall be performed on Time & Materials Basis.
14. Unsatisfactory work, whether the result of poor workmanship, use of defective materials, and damage through carelessness or any other cause found to exist prior to final completion, shall be removed immediately and replaced in an acceptable manner at the Contractor's expense.

15. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition. Protect properties adjacent to project site.
16. All contractor employees represent the Golden Gate Highway District and will be courteous and helpful to the public. Any employee responding to a citizen in a rude or discourteous manner, shall, at the request of the Highway District, be removed by the contractor from the project permanently.
17. The Contractor shall protect all Underground Utilities during construction operations. It shall be the Contractor's responsibility to notify Dig Line and the Highway District for utility locations before any excavation. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protections as may be necessary. In the event that Dig Line and the Highway District have located the utilities in the area and unmarked utilities are damaged, the Contractor shall provide the equipment, labor, and materials necessary to complete the repairs at cost plus 10%. If the Contractor needs outside resources to complete the repairs, the Contractor will be reimbursed at cost.
18. The Contractor shall provide test results to the Construction Engineer within forty-eight (48) hours after field sampling is completed.
19. The Contractor shall take no advantage of any apparent error or omission in the Plans or other Contract Documents. In the event that the Contractor discovers such an error or omission, he/she shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and other Contract Documents.

END OF SECTION

GENERAL SUBMITTALS, SHOP DRAWINGS AND SAMPLES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined by manufacturer's name and catalog number, reference to recognized industry and government standards, or description of required attributes and performance.

To ensure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for their review by Owner's Engineer.

Make all submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.

1.2 QUALITY ASSURANCE

- A. Coordination of submittals: Prior to each submittal, carefully review and coordinate all aspects of each item being submitted and verify that each item and the submittal for it conforms in all respects with the requirements of the Contract Documents. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.
- B. Certificates of compliance: Certify that all materials used in the work comply with all specified provisions thereof. Certification shall not be construed as relieving the Contractor from furnishing satisfactory materials if, after tests are performed on selected samples, the material is found to not meet specified requirements.
- C. Show on each certification the name and location of the work, name and address of Contractor, quantity and date or dates of shipment or delivery to which the certificate applies, and name of the manufacturing or fabricating company. Certification shall be in the form of letter or company-standard forms containing all required data. Certificates shall be signed by an officer of the manufacturing or fabricating company.
- D. In addition to the above information, all laboratory test reports submitted with Certificates of Compliance shall show the date or dates of testing, the specified requirements for which testing was performed, and results of the test or tests.

1.3 SUBMITTALS

- A. Submittal schedule: Within 14 days after execution of the Agreement, and before any items are submitted for approval, submit to the Highway District three (3) copies, or by email, as described in Article 2.1 of this Section.
- B. Certificates of Compliance: Prior to installation of the materials, and as a condition of acceptance, submit to the Highway District all Certificates of Compliance required.
- C. Substitutions: Make all submittals of Shop Drawings, Samples, Requests for Substitution, and other items, in strict accordance with this Section. When the Contractor elects to use a material exceeding specifications for convenience or availability, he/she does so at his/her own expense unless approved by the Highway District.
- D. Test Summary submittal: The Contractor's testing lab will prepare a list of all required submittals and minimum testing frequency of all materials. These shall be identified by Section and Item numbers. This Test Summary shall be approved by the Highway District prior to starting construction.

1.4 GUARANTEE

- A. The Contractor shall bear ultimate responsibility for providing a complete working system and shall guarantee that all installed system components are compatible and will provide for the intended operation of the component and the system of which it is a part.

PART 2 - MATERIALS

2.1 SUBMITTAL SCHEDULE

- A. General: Compile a complete and comprehensive schedule of all submittals anticipated to be made during progress of the work.

Include a list of each type of item for which Contractor's drawings, Shop Drawings, Certificates of Compliance, material samples, guarantees, or other types of submittals are required. Upon review and comment by the Highway District this schedule will become part of the Contract and the Contractor will be required to adhere to the schedule except when specifically otherwise permitted.

- B. Coordination: Coordinate the schedule with all necessary subcontractors and materials suppliers to ensure their understanding of the importance of adhering to the approved schedule and their ability to so adhere. Coordinate as required to ensure the grouping of submittals as described in Paragraph 3.2 below.

- C. Revisions: Revise and update the schedule on a monthly basis as necessary to reflect conditions and sequences. Promptly submit revised schedules to the Construction Engineer for review and comment.

2.2 SHOP DRAWINGS AND COORDINATION DRAWINGS

A. Shop drawings:

1. Scale and measurements: Make all Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the work.
2. Submit an electronic copy of all Shop Drawings to the Owner's Engineer.

2.3 MANUFACTURERS' LITERATURE

- A. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly indicate which portion of the contents is being submitted for review.

2.4 SAMPLES

- A. Accuracy of samples: Samples shall be of the precise article proposed to be furnished.
- B. Number of samples required: Unless otherwise specified, submit 2 samples, one of which will be retained by the Highway District.
- C. Reuse of samples: In situations specifically so approved by the Highway District, the Highway District's retained sample may be used in the construction as one of the installed items.

2.5 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically described in the Contract Documents, and whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts to the Highway District for review and selection.

2.6 SUBSTITUTIONS

- A. Approval required: The Contract is based on the standards of quality established in the Contract Documents.

All products proposed for use, including those specified by required attributes and performance shall require approval by the Highway District before being incorporated into the work.

2.7 AVAILABILITY OF SPECIFIED ITEMS

- A. Verification: The Contractor shall be responsible for verifying to his/her satisfaction that all specified items will be available in time for installation during orderly and timely progress of the work.
- B. Notification: In the event specified items will not be available, the Contractor shall notify the Highway District prior to receipt of bids.
- C. Delays: The costs of delays resulting from non-availability of specified items, when such delays could have been avoided by the Contractor, will be the Contractor's liability and shall not be borne by the Owner.

PART 3 - WORKMANSHIP

3.1 IDENTIFICATION OF SUBMITTALS

- A. General: Consecutively number all submittals. Accompany each submittal with a letter of transmittal containing all pertinent information (item and section number) required for identification and checking of submittals. Do not submit multiple submittals under a single transmittal - each submittal shall be for specific item and needs to be addressed on its own merit for acceptance or rejection.
- B. Internal identification: On each copy of each submittal, and elsewhere as required for positive identification, clearly indicate the submittal number in which the item was included.
- C. Resubmittal: Resubmittals shall include a new letter of transmittal with item and section numbers as defined Section 3.1, Paragraph A.
- D. Submittal log: Maintain an accurate submittal log for the duration of the Contract, showing current status of all submittals at all times. The minimal required information on the submittal log shall be the date it was transmitted, Contractor's transmittal number, description, subcontractor reference, specification reference, Engineer's review status and date returned to the Contractor. The Contractor shall submit his/her submittal log with his/her progress payment application on a monthly basis. The updated submittal log will be precedent to all progress payments unless otherwise directed by the Highway District.

3.2 COORDINATION OF SUBMITTALS

- A. General: Prior to submittal for review and comment, use all means necessary to fully coordinate all material including, but not necessarily limited to:
 - 1. Determine and verify all interface conditions, catalog numbers, and similar data.
 - 2. Coordinate with other trades as required.
 - 3. Clearly indicate all deviations from requirements of the Contract Documents.
- B. Grouping of Submittals: Unless otherwise specified, make all submittals in groups containing all associated items, each item under separate letter of transmittal, to ensure that information is available for checking each item when it is received. Partial submittals may be rejected as not complying with the provisions of the Contract Documents and the Contractor shall be strictly liable for all delays so occasioned. Full compliance of Section 3.1 is an understood requirement of this section by the Contractor.

3.3 TIMING OF SUBMITTALS

- A. General: Make all submittals far enough in advance of schedule dates for installation to provide all time required for reviews, for securing necessary approvals, for possible revisions and Resubmittals, and for placing orders and securing delivery.
- B. Engineer's Review Time: In scheduling, allow at least 10 calendar days for review by the Highway District following their receipt of the submittal.
- C. Delays: Delays caused by tardiness in receipt of submittals will not be an acceptable basis for extension of the Contract completion date.

3.4 ENGINEER'S REVIEW

- A. General: Review by the Engineer shall not be construed as a complete check, but only that the general method of construction and detailing is satisfactory. Review shall not relieve the Contractor from responsibility for errors which may exist.
- B. Revisions: Make all revisions required by the Engineer. If the Contractor considers any required revision to be a change, he/she shall so notify the Engineer as provided for under "Changes" in the General Conditions. Show each drawing revision by number, date, and subject in a revision block on the drawing. Make only those revisions directed by the Engineer.
- C. Revisions after Review and Comment: When a submittal has been reviewed by the Engineer, resubmittal for substitution of materials or equipment will not be

considered unless accompanied by an acceptable explanation as to why the substitution is necessary.

PART 4 - MEASUREMENT AND PAYMENT

No separate measurement or payment to the Contractor will be made for the work required under this Section.

END OF SECTION

SECTION 201

CLEARING AND GRUBBING AND REMOVAL OF OBSTRUCTIONS

PART 1 – GENERAL

Amend Part 1.1.B to include the following:

2. Saw cut for the removal of existing asphalt.

PART 3– WORKMANSHIP

Amend Part 3.1.B to include the following:

8. Saw cut for the removal of existing asphalt.

Amend Part 3.2 to include the following:

F. Saw Cutting and Removal of Existing Bituminous Pavement

1. All saw cuts shall be made at the locations shown on the drawings.
2. Pavements must be cut by mechanical means to the full depth in straight lines. The equipment used to perform the saw cutting shall be approved by the Engineer prior to commencement of the work.
3. Existing bituminous pavement to be removed from the designated areas shall be removed in chunks or by rototilling and disposed of off-site. Pavement to be removed in chunks shall be cut to the full depth of the materials around the perimeter of the area to be removed.

G. Removal of Trees

1. Remove specific trees as specified by the Highway District. All other trees that need to be removed for clearing and grubbing will be considered incidental to clearing and grubbing.

H. Removal of Stumps

2. Remove specific stumps as specified by the Highway District. All other stumps that need to be removed for clearing and grubbing will be considered incidental to clearing and grubbing.

PART 4– MEASUREMENT AND PAYMENT

Saw Cutting shall be incidental with no separate payment made.

END OF SECTION

SECTION 307
STREET CUTS AND SURFACE REPAIRS

PART 3– WORKMANSHIP

Amend Part 3.3 to include the following:

3.3 SOFT SPOT REPAIR

- D. Remove unsuitable subgrade material as directed by the Resident Project Representative. All soft spot repair areas shall be back filled with roadway subbase material as specified in the construction drawings placed over a Type III Subgrade Separation Geotextile.

PART 4– MEASUREMENT AND PAYMENT

Replace Part 4.1.K with the following:

- K. Soft Spot Repair, Uncrushed Aggregate: All soft spot repair for this project shall be paid under bid item 307.4.1.K.1. The amounts shown in the Bid Schedule are for bidding purposes only, and do not represent the actual amount, which will be determined during construction. Variation in quantities, as stated in the ISPWC, will not apply to these items. The unit price bid shall be used regardless of the actual quantity used in the field. Payment includes all cost incurred for removal and disposal of existing subgrade material, and for the placement of imported fill material as outlined in Section 307.3.3.D. No payment will be made for soft spots which develop due to Contractor prematurely removing asphalt surface.
 - 1. Bid Schedule Payment References: 307.4.1.K.1
 - 2. Bid Schedule Description: Soft Spot Repair Uncrushed Aggregate ...cubic yard (CY)

END OF SECTION

SECTION 601
STORM DRAIN INLETS, CATCH BASINS, MANHOLES, AND GRAVITY
IRRIGATION STRUCTURES

PART 4 – MEASUREMENT AND PAYMENT

Amend Part 4.1.A to include the following:

- 25. Bid Schedule Payment Reference: 601.4.1.A.25
- 26. Bid Schedule Description: 18" Gravity Irrigation Pipe C900 ... per linear foot (LF)

END OF SECTION

SECTION 602
STORM DRAIN INLETS, CATCH BASINS, MANHOLES, AND GRAVITY
IRRIGATION STRUCTURES

PART 4 – MEASUREMENT AND PAYMENT

Amend Part 4.1. to include the following:

- S. Roadside Ditch: per linear foot of ditch indicated on the Bid Schedule.
 - 1. Bid Schedule Payment Reference: 602.4.1.S.1
 - 2. Bid Schedule Description: Roadside Ditch ... per linear foot (LF)

END OF SECTION

SECTION 810
PLANT MIX PAVEMENT

PART 4 – MEASUREMENT AND PAYMENT

Amend Part 4.1. to include the following:

The binder is to be PG 64-28 with 0.5% anti-strip additive and the pavement is to be placed in two lifts.

Amend Part 4.1.A to include the following:

5. Bid Schedule Payment Reference: 810.4.1.A.5
6. Bid Schedule Description: Plant Mix Pavement 1/2" Superpave HMA SP-3...ton (TON)

END OF SECTION

**SECTION 1103
CONSTRUCTION TRAFFIC CONTROL**

PART 1 - GENERAL

Amend Part 1.1 to include the following:

- B. Traffic Control Plan: The contractor shall use the provided traffic control plan within the project drawings or may prepare a traffic control plan for the project and submit it to the Highway District for approval. This traffic control plan will include a plan for how the section under construction will be signed to allow landowners access to their property during the night.
- C. Traffic Control Implementation: Traffic control measures of approved traffic control plan shall be implemented as accepted by the Construction Engineer prior to the start of construction.
- D. Traffic Control: The contractor shall furnish, erect, maintain and relocate as necessary traffic control devices and provide flagging as prescribed in the approved traffic control plan or as directed by the Engineer. The contractor shall retain ownership of all traffic control devices throughout the project and remove them from each area when no longer needed.
- E. Traffic Control Phase Relocation/Setup: The contractor shall furnish all labor, equipment, and materials necessary to relocate the temporary traffic control. All work shall be paid for under the Construction Traffic Control pay item.
- F. Permanent Traffic Control Measures: Contractor shall furnish and install the permanent barriers and signs called out on the plans necessary to close the existing road.

END OF SECTION

**SECTION 1105
PERMANENT TRAFFIC SIGNING**

PART 1 - GENERAL

Amend Part 1.1 to include the following:

- B. Relocate sign: This item includes removal of existing sign post sleeves, posts, hardware and sign faces and relocating them as noted in the plans or as directed by the Engineer. This item also includes removing and disposal of existing concrete sign post foundations. In no case shall the existing concrete foundation be re-used in the new sign location.

Amend Part 2.2 to include the following:

- E. Mounting height and offset of signs shall conform to the latest edition of the MUTCD and final locations shall be at the discretion of the Engineer.
- F. Regulatory signs such as stop and speed limit, etc. need to remain in operation until a new sign is available, assuming one is needed. If a regulatory or warning sign must be removed from its current location for constructability purposes, the sign shall be temporarily mounted as near to its existing location as possible and shall stay in that location until such time as a permanent installation is provided.

PART 4 – MEASUREMENT AND PAYMENT

Amend Part 4.1 to include:

- E. Relocate Sign. Measurement and payment per each shall removing sign from its existing location and relocating it to the new location. This item includes full compensation for all materials, tools, labor, equipment and incidentals necessary for the proper completion of this item.
 - 1. Bid Schedule Payment Reference: 1105.4.1.E.1
 - 2. Bid Schedule Description: Relocate Sign ...each (EA)

END OF SECTION

**SECTION 2010
MOBILIZATION**

PART 4 - MEASUREMENT AND PAYMENT

Replace Part 4.1.A with:

A. Mobilization: By the lump sum. The amounts allowable in partial payments under this contract shall be sixty (60) percent of the total contract bid item for mobilization on the first monthly progress payment or estimate and forty (40) percent of the total contract bid price after the certificate of substantial completion for the project is issued by the Engineer and at the next proceeding progress payment following the substantial completion notice to the Contractor. Interim milestone or phase completion dates shall not be considered in the determination or payment under this section for mobilization and substantial completion shall mean the project's substantial completion date only.

1. Bid Schedule Payment Reference: 2010.4.1.A.1.
2. Bid Schedule Description: Mobilization (10% Maximum) ...lump sum (LS).

END OF SECTION

SECTION 2040 FENCING

PART 1 – GENERAL

Amend Part 1.1 to include the following:

- G. Restoration or relocation of fence

PART 3– WORKMANSHIP

Amend Part 3 to include the following:

- I. Restoration or relocation of fence
 - 1. Remove fence per section 201.
 - 2. Fence is to be reconstructed or relocated on the right-of-way line or were designated by the highway district.
 - 3. If the fence is to be reconstructed, the new fence is to be the same type and style as the old fence that was removed.

PART 4– MEASUREMENT AND PAYMENT

Amend Part 4.1 to include:

- E. Restoration or relocate fence. Measurement and payment per linear foot. This item includes full compensation for all materials, tools, labor, equipment, and incidentals necessary for the proper completion of fence removal and reconstruction or relocation.
 - 3. Bid Schedule Payment Reference: 2040.4.1.E.1
 - 4. Bid Schedule Description: Reconstruct or Relocate Fence ...linear foot (LF)

END OF SECTION

SP-3000 SURVEY

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This specification describes the Contractor's responsibilities for surveying and Field Engineering necessary to construct the work.
- B. The Work shall consist of staking lines and grades for roadways and spotting for lane markings.
- C. The Work shall include remeasurement or reestablishment work, as required, if the Engineer determines that any portion of the work has not been completed in conformity with line, grade and dimensions shown on the plans or as directed by the Engineer.
- D. Surveyor Qualifications: All surveying and construction staking shall be under the direction and supervision of a qualified surveyor knowledgeable of construction surveying and volumetric calculation for the work described in this specification. The standard of care and knowledge of the surveyor shall be that of a licensed surveyor but being licensed as a surveyor in the State of Idaho is not required or a prerequisite of the surveyor. The Contractor shall submit evidence and qualifications of the surveyor(s) competency to the Engineer for review and comment at the preconstruction conference and prior to commencing with any surveying or staking activities at the site.

PART 2 – MATERIALS

2.1 DOCUMENTATION AND RECORDS

- A. The Surveyor shall provide all field notebooks and forms to be used for construction staking. The field notebooks and forms shall become the property of the Engineer upon completion of the work. The field notebooks used for the work shall be made available to the Engineer upon request at any time during the execution of the work. Such request may be made verbally or in a written form and shall be complied with immediately by the Contractor or his/her Surveyor.

2.2 MATERIAL AND EQUIPMENT

- A. The Surveyor shall furnish all stakes, surveying equipment, and other devices necessary for establishing, setting, marking and maintaining the required control and reference points to construct the work. All lumber shall have the following minimum dimensions in inches:

Hubs	2"x2"x8"
Stakes	1"x2"x16"
Lath	½"x2"x48"

Plastic marking flagging and paint shall be highly visible type supplied in the colors of red, white, blue, yellow and orange. Surveyor should make a reasonable effort to avoid duplication of colors used for existing utility marking.

PART 3 - WORKMANSHIP

3.1 CONSTRUCTION STAKING

- A. **Surveying Control and Tolerances:** Construction staking by the Surveyor shall include the horizontal and vertical control points to set bench marks, right of way limits, culverts, sewer pipes, valley gutter, valve adjustments manholes, inlets, subgrade, base aggregates, retaining wall leveling pad, bridge foundations, piers, columns, abutments, superstructure and any other control or elevations deemed necessary for proper control to construct the work.

The positional tolerances for staking shall conform to the following guidelines:

Description	Vertical Tolerance	Horizontal Tolerance
Blue Tops	0.02+/- foot	N/A
R-W Markers	N/A	0.5 +/- foot
Slope Stakes	0.1+/- foot	0.1+/- foot
Paving Surfaces	0.02+/- foot	N/A
Bridge Structures	0.01+/- foot	0.05+/- foot

- B. **Field Documentation Requirements:** Field notes shall be kept in a standard format on forms supplied by the Surveyor and acceptable to the Engineer. Lettering shall be at least 0.15 inch and legible from a distance of 1.5 feet. Errors shall be deleted by lining the errors out and erasures in the field notes will not be an acceptable practice of correcting errors. After completion and acceptance of the work, the Surveyor shall submit to the Engineer all survey and design data. Crew names, positions, and dates shall be recorded in the field books on the beginning sheet of each day's work. All notes, including the originals, shall be signed and sealed by the licensed Surveyor and become the property of the Engineer. The Surveyor is required to complete daily diaries detailing the work completed each day, along with people on the project. Copies of all field notes and diaries shall be submitted to the Engineer on a weekly basis or as directed by the Engineer.
- C. **Surveyor Technician Requirements:** The Surveyor shall employ sufficient qualified personnel experienced in construction surveying to conduct the work as required. Supervision of such personnel is the responsibility of the Surveyor, and any error or omission by such personnel shall be corrected at the expense of the Contractor by

his/her Surveyor. The Surveyor is responsible for the calculations of the grades and alignment for all staking. Any discrepancies in grade, alignment locations, and/or dimensions detected by the Surveyor shall immediately be brought to the attention of the Engineer. Major differences found between the horizontal or vertical alignment data shown on the plans and the alignment observed on the ground shall be referred to the Engineer immediately. Staking of these areas shall be deferred until these differences are reconciled by the Engineer. The Surveyor shall compare the staked centerline cut and fill depth with the design data. Differences exceeding one half foot at any two or more consecutive points shall be reported to the Engineer for possible evaluation and correction.

- D. Construction Staking Requirements and Criteria: The Engineer may check the accuracy of the Surveyor's construction stakes, lines, grades and layouts, but will not assume responsibility for the accuracy of the final result of the construction stakes, lines, grades and layouts. All stakes shall be legibly marked with a stake pencil that leaves a depression or a waterproof black marker. The top two inches of all slope, guard, reference, clearing and structure stakes shall be painted or marked with plastic flagging. Stakes shall be painted or marked with the following colors:

<u>TYPES OF STAKES</u>	<u>COLORS</u>
Right of Way	Yellow
Control Points	Red/White/Blue
Misc. Stakes	Red/White
Slope Stakes	White
Conduit Stakes	Orange/White
Centerline Stakes	Red
Reference Points/Easements	Orange

Surveyor should make a reasonable effort to avoid duplication of colors used for existing utility marking. The Contractor and Surveyor shall maintain and protect all construction stakes and marks until the work is completed and accepted by the Engineer. In the event that the construction staking or control points are obliterated during the execution of the work the Surveyor shall establish or reestablish all construction stakes and controls points, as necessary.

Minimum Control Points

P.I.	Point of Intersection of Tangents
P.C.	Point of Curvature
P.O.C.	Point on Curve
P.T.	Point of Tangency
P.O.T.	Point on Tangent
R.P.	Reference Point
B.M.	Bench Mark
T.B.M.	Temporary Bench Mark

E. Surveying Control Items (minimum requirements)

1. Vertical Control: Bench marks established for the project by the Owner shall be checked and/or reestablished by the Surveyor. Benchmarks falling within the clearing limits of the project shall be reset in a safe location by the Surveyor. After resetting any a level circuit meeting the precision of the original survey shall be run to all benchmarks and datum elevations computed and/or checked.
2. Horizontal Control: Centerline stakes shall be set at 50-foot intervals (including all 100-foot stations), at significant breaks in the ground, at conduit locations, at P.C.'s and P.T.'s, points of radiuses, and at approaches. Stakes shall be marked with appropriate identification or location on the side of the stake facing the initial station on the project.
3. Cross-Sections: Cross-section measurements, original and remeasure, shall be taken at locations necessary for computing pay items that require volume calculations. This data shall be computed, checked, and plotted into cross-section format using both the original and remeasured section data by the Surveyor and signed and sealed by the Surveyor. The purpose of these cross-sections is for measurement and payment of quantities. The Surveyor shall compute the earthwork cut and fill volume quantities and submit these calculations to the Engineer to support the respective progress payment request by the Contractor.
4. Finishing Stakes: Finishing stakes shall be set when subgrade or base course is within 0.2 foot of the final grade. The stakes shall be set to the nearest 0.02 foot of the measured grade line. Finishing stakes shall be required for all surfaces requiring finish grading including (but not limited to) subgrade, base courses, approaches and pavement surfaces, as required. Finishing stakes shall be hubs placed transversely on the roadway template line at 12-foot intervals, in addition to centerline and at each shoulder. The finishing stakes shall be marked with guard stakes or with plastic blue top flags or chasers.
5. Miscellaneous Staking: Staking will be required for location and installation of all illumination and traffic control facilities including, but not limited to: poles, conduits, boxes, traffic signs, etc.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 Use one or more of the following unit prices as designated in the Bis Schedule. Includes all labor, materials and equipment required to perform the work as specified. If required and not listed in the Bid Schedule, the following Bid Items are to be considered incidental to other Bid Items.

A. Contractor furnished construction survey and staking will be paid for on a Lump Sum basis and includes all costs and appurtenances associated with the completion of this item.

1. Bid Schedule Payment Reference: SP-3000.4.1.A.1
2. Bid Schedule Description: Survey...Lump Sum (LS)

END OF SECTION

SP-3001
COORDINATION FOR THE RELOCATION OF UTILITY STRUCTURE

PART 1- GENERAL

1.1 SECTION INCLUDES

- A. Coordination between the contractor and the utilities in order to remove or move utility structure.

PART 2 – MATERIALS

Materials shall meet the requirements of the applicable ISPWC Sections and the Highway Standards & Development Procedures for the Association of Canyon County Highway Districts.

PART 3 – WORKMANSHIP

3.1 INSTALLATION

- A. Coordination between contractors and the utility companies shall begin as soon as the contract is awarded.
- B. Contractor is to make every reasonable effort to allow the utility company the best conditions possible for the relocation of the utility structure.

PART 4- MEASUREMENT AND PAYMENT

- 4.1 Use the following unit prices as designated on the bid schedule. If required and not listed in the Bid Schedule, the following bid items are to be considered incidental to other Bid Items.

- A. Coordination for the Relocation of Utility Structure. By the each.
 - 1. Bid Schedule Payment Reference: 3001.4.1.A.1.
 - 2. Bid Schedule Description: Coordination for the Relocation of Utility Structure ...Per Each (EA).

END OF SECTION

SP-3002
PULVERIZE EXISTING SURFACE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Recycling the roadway to the full thickness of the existing plantmix and a portion of the base layer in accordance with these specifications. Perform pulverization in conformance with the lines and dimensions shown on the typical section. This item shall include the preparation of the roadbed, pulverizing, documentation of existing pavement thickness, the wetting or drying of the material, mixing, and compacting the pulverized material.

1.2 SUBMITTALS

- A. Before mobilization, submit a plan of operations for FDR Processing.

PART 2 - MATERIAL

2.1 WATER

- A. Use water that is reasonably clear and free from oil and other contaminants.

PART 3 - WORKMANSHIP

3.1 TESTING

- 1. Perform quality control density testing using an uncorrected nuclear gauge in accordance with FOP for AASHTO T 310 Method A. Conduct a minimum of 1 compaction test for every 7,200 square yards of recycled base work.

3.2 GRADE CONTROL

- A. Establish the final surface elevation in the field. Finish the surface to within 0.03 foot of the field-established elevation and provide the field-established or specified cross slope at 13 feet from centerline and at the edge of the finished surface.

3.3 SCHEDULE CONTROL

- A. No more of the roadway shall be pulverized in any one day than can be repaved in one day's paving production. Do not waste material before approval of the final elevation.

3.4 INITIAL PULVERIZATION

- A. Preparation of Roadbed. Before pulverization, clear and grub any vegetation encountered inside the roadway section.
- B. Pulverize Existing Surface. Pulverize the pavement to the widths and depths specified in the plans and, at a minimum, twice the depth of the existing asphalt pavement. Blend the existing asphalt pavement with the base to a ratio of approximately 50/50. Reduce the material to a minus 2-inch size.
 - 1. Document the existing pavement thickness every 0.1 mile in each lane, and submit this documentation to the Construction Engineer. Ensure the full thickness of the asphalt pavement and base material is being pulverized.
 - 2. Notify the Engineer of any poor-quality subbase materials (e.g., soft spots, clays, silts, organic materials) as they are encountered.
- C. Mixing. Use a road mixing machine (pugmill, auger, or cross-shaft mixer) capable of providing a uniform homogeneous mixture. Introduce the water through the mixing machine using a metering device. Add the correct quantity of water to produce a mixture between 4 and 7 percent by weight of mixed and compacted material. Do not allow water leakage from equipment. Do not add excessive water. Mix the existing pulverized pavement and base to the full depth as specified.
 - 1. Shape and roll where necessary to keep the roadway open to traffic (i.e. approaches to businesses and residences). More than 1 pass of the mixer may be required. Introduce water with the final mixing pass.
 - 2. Ensure and document the mixing thickness every 0.3 mile in each lane.
- D. Shaping and Grade Control. Provide continuous grade and cross-slope control, including surveying (blue topping or wire line control) as required.
 - 1. Expect the pulverized material will swell 15 to 30 percent before compaction. Use the centerline of the existing roadway as the typical section control line. Construct the cross slope as shown. Adjustments to the existing roadway profile may be required to provide a consistent grade. If necessary, add new ¾-inch Aggregate for Untreated Base (703.04) to establish the roadway profile and cross slopes to provide a roadway section that is consistent with the typical section and finish grade.
 - 2. Use equipment for shaping and setting grade capable of automated (mechanical or electronic) setting of grade and cross slope angle. Account for swell in the grading operation, which may leave the processed surface above the adjacent surface. Incorporate all pulverized material into the base layer. Shape and finish the base

surface by adding new material or wasting existing material as needed. Excess pulverized material may be used as shoulder material.

3. Grade designated shoulder material to a location and elevation on the shoulder that is below the top of the base layer. Place windrow material designated for removal adjacent to, but outside, the limits of pulverization. Dispose of material following final shaping.

E. Compacting and Finishing. Use a motor grader, mechanical spreader, paver, or grade trimmer to shape the mixture.

1. For the compaction train, include at least 1 rubber-tired roller, 1 vibratory roller, and 1 vibratory pad-foot soil compactor. Use compaction equipment and/or rolling methods to produce the required compaction without damaging the work.
2. The vibratory soil compactor will have a minimum centrifugal force of 15 tons, minimum drum width of 60 inches, and minimum pad height of 3½ inches. Use the vibratory pad-foot soil compactor after the cement has been mixed. Cover the material with a minimum of 3 complete passes. Additional passes may be required to achieve compaction.
3. Perform all other final process rolling and blading after completion of the vibratory pad-foot operation.
4. Establish a roller pattern using in-place density from an uncorrected nuclear gauge. Use the roller pattern as a standard from which to measure compaction. Compaction is achieved when additional roller passes add no more than 0.5 pound per cubic foot to the previous in-place density. Ensure a “false break” or leveling-off point is not used for compaction density. Reestablish a new roller pattern when mixture properties change and at a minimum of every 7,200 square yards of finished surface.
5. Perform grading and rolling without wasting material.

F. Paving. Pave over the recycled base as soon as possible following compaction and within 48 hours after the pulverization of the roadway.

1. When the approved traffic control plan requires traffic to be detoured to an alternate roadway, the 48-hour paving requirement may be waived, provided the pulverized surface is kept in satisfactory condition until paving occurs. Failure to keep the pulverized surface in satisfactory condition may result in the Engineer requiring paving to take place within forty-eight hours. The Contractor is advised to pave over the pulverized surface as soon as the required compaction is achieved and the surface is primed.

2. Tight-blading and static rolling may be required before applying the initial lift of plant mix due to surface deformation, raveling, or other irregularities created by traffic. Ensure there is no loose material on the surface at the time of plant mix paving. After paving, dress the roadway shoulders to provide a uniform appearance.

PART 4- MEASUREMENT AND PAYMENT

1. Use the following unit prices as designated on the bid schedule. Work incidental to this bid item includes but is not limited to stripping and disposing of unsuitable materials, grade control work, additional required pulverization and mixing passes, grooming, grading, rolling, and shaping, water for compaction, and shoulder dressing

A. Pulverize Existing Surface. By the square yard.

1. Bid Schedule Payment Reference: 3002.4.1.A.1.
2. Bid Schedule Description: Pulverize Existing Surface ...Per Square Yard (SY).

END OF SECTION

SP-3003

CONSTRUCTION COORDINATION, SCHEDULING, PHASING, AND STAGING

PART 1 - GENERAL

1.1 COORDINATION AND PROJECT CONDITIONS

- A. Contractor shall be responsible to coordinate construction activities with the Construction Engineer who will then keep local residents and businesses informed. There shall be no measurement and payment for this item and shall be considered incidental to other bid items.
- B. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Coordinate with all public utilities in accordance with the contract documents and plans, respectively.
- D. Coordinate with all other contractors and public utilities in the area to minimize road closures and to complete work in a timely manner.

1.2 PRE-BID CONFERENCE

A. Agenda:

- 1. Work Sequence.
- 2. Special project conditions and coordination effort required.

1.3 PRE-CONSTRUCTION CONFERENCE

- A. Owner will schedule conference after Notice to Proceed.
- B. Attendance Required: Owner, Engineer, Construction Engineer, and Contractor.
- C. Agenda:

- 1. Distribution of Contract Documents.
- 2. Submission of list of Subcontractors, (not listed in Bid) list of Products, (not listed in Bid) schedule of values, and progress schedule.

1.4 SUBMITTAL FORMAT

- A. Designation of personnel representing the parties in Contract, and the Engineer.

- B. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, change orders, and contract closeout procedures.
- C. Permit conditions ROW, EPA NOI/NOT, SWPP Plan preparation, ESC Permit, stormwater management and compliance monitoring.
- D. Project scheduling, phasing and coordination.

1.5 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at weekly intervals. Contractor is also required to attend the scheduled progress meetings to coordinate work items including road construction, borings, pipeline testing and flushing, and Traffic Control.
- B. Construction Engineer will plan for meetings, prepare agenda with copies for participants, and preside at meetings.
- C. Attendance Required: Job superintendent, Subcontractors and suppliers, as requested by Engineer, or Owner, Construction Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Three week look ahead at construction schedule.
 - 4. Field observations, problems, and decisions.
 - 5. Identification of problems, which impede planned progress.
 - 6. Review of submittal schedule and status of submittals.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress and other contractors mobilized under separate contracts with the Owner.

11. Maintenance of quality and work standards.
12. Review of cleanup, restoration, and permit requirements (SWPP Plan, EPA NOI/NOT)
13. Effect of proposed changes on progress schedule and coordination.
14. Other business relating to Work.
15. Landowner and Business Complaints.

1.6 PHASING, STAGING, AND SCHEDULING

A. Phasing

1. Organize and schedule the work to meet the schedule limitations and overall time for completion.
2. Comply with Highway District and Idaho Transportation Department requirements for impacts to their roadway systems and obtain necessary permits prior to construction.
3. The Owner must be given 5 working days written notice for any road or intersection restriction.
4. Allow access for agencies and utilities to operate and maintain their improvements within and outside the project area.
5. Submit a detailed project sequencing diagram for approval showing work areas and roadway or intersection closures or restrictions along with traffic and pedestrian flow diagrams and traffic control plans for each stage of work. Update the project sequencing diagram and resubmit if schedule or sequence changes after start of construction.
6. The Owner reserves the right to make use of any portion of the Work prior to completion of the entire contract without invalidating the Contract and without constituting acceptance of any of the Work. Contractor shall cooperate, schedule, and coordinate all activities and minimize conflicts with Owner.

B. Staging

1. No construction staging areas have been secured for construction of this project. The Contractor is responsible to secure all necessary staging areas for construction.

2. Construction Staking: The Contractor is responsible to provide construction staking necessary to facilitate work. Construction staking is all inclusive to the Contractor Furnished Construction Surveying and Staking pay item.

C. Scheduling

1. Prepare a CPM schedule for the entire project and submit the schedule to the Engineer five (5) working days prior to the preconstruction conference.
2. The schedule shall include start date, completion date, days for completion, float, and time restrictions as stated herein. The schedule shall be broken down into segments corresponding to each segment included in the plans. At a minimum, the following major items of work shall be included on the schedule: mobilization, trench excavation, utility outages, road reconstruction, and construction traffic control.
3. Provide a detailed week behind and two-week ahead of schedule at each weekly progress meeting.
4. Provide an updated schedule along with monthly requests for payments. The updated schedule shall include the original schedule, actual completion to date for work completed, and anticipated completion dates for remaining work. If completion of work is behind the Contractor's original schedule, as modified by any approved changes in the contract time, provide a revised schedule and documentation of resources to be used to meet the contract times. Requests for payment will not be processed and will be returned to the Contractor unless the request is accompanied by an updated schedule, and if required, a revised schedule and documentation of resources.

1.7 SOURCE IDENTIFICATION

- A. Designated source(s) are not identified for this project. The Contractor shall furnish approved source(s) for all materials.

PART 2 - MATERIALS

Materials shall meet the requirements of the applicable ISPWC Sections and the Highway District Supplement to the ISPWC.

PART 3 - WORKMANSHIP

3.1 COORDINATION WITH UTILITIES

- A. Utility information is shown only for surface features and if provided by the owner of the utility, for non-surface features. The information shown in the plans is for reference purposes only and does not necessarily represent actual field conditions. The Engineer assumes no liability for the accuracy of the information shown, or conflicts due to inaccurate or incomplete utility information. Call Dig Line (811) a minimum of 48 hours (2 working days) prior to any excavation to request utility locations.
- B. Utility Outages and Shutdown: Shall be arranged by Contractor through the Owner and the appropriate utility company if required for the work. Duration of any outages proposed by Contractor shall be submitted in writing to utility companies and/or the Construction Engineer for approval a minimum of (14) calendar days prior to the proposed outage.
- C. Utility Impacts/Conflicts/Relocations: Contractor shall notify the appropriate utility company and Owner's representative if required for the work. Contractor shall coordinate schedules and work together with Owner, Utility Company and Utility Contractor for the timely relocation of existing facilities.

3.2 SERVICES COORDINATION

- A. Emergency services (Police, Fire, & Paramedic) access shall be provided at all times during construction. Coordinate with these agencies on a weekly basis as to status of project, access, and special concerns.

3.3 LANDOWNER/RESIDENT/BUSINESS COORDINATION

- A. Contractor shall have primary responsibility for coordination with the Construction Engineer who will in turn coordinate with property owners.
- B. The Highway District/Construction Engineer will implement a public notification program regarding individual access and utility disruptions and contact each home or business connected to the project to inform them of the nature, duration, and expected date of any interruption in access or service. The Contractor shall provide Construction Engineer, for this program:
 - 1. Information to be distributed via door hangers to all affected residences 1 week prior to construction. Information shall include a brief description of work, anticipated time frame, project phasing points, traffic impacts, how services will be maintained, and any additional information on minimizing construction impacts.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 There shall be no measurement and payment for this item and shall be considered incidental to other bid items.

END OF SECTION

SP-3004
DRIVEWAY ACCESS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This Item includes miscellaneous costs associated with the replacement of existing driveway, field and roadway driveways. The Contractor and Project Engineer will jointly review the Paving area prior to paving operations to confirm and agree upon the number and type of driveways.

PART 2 - MATERIALS

- 2.1 The Superpave HMA Pavement required for the driveways will be included with the plant mix quantities identified in 810.4.1.A.1.
- 2.2 The 3/4-inch Minus Crushed Aggregate Base required for the driveways will be included with the Base quantities identified in 802.4.1.A.1.
- 2.3 The 12-inch Storm Drainage Culvert required for the driveways will be included with the culvert quantities identified in 601.4.1.A.11.

PART 3 - WORKMANSHIP

3.1 PAVED DRIVEWAY ACCESS

- A. Paved driveway width shall match the existing driveway. Nominal plant mix pavement thickness for driveways shall match the main line paving thickness. All asphalt driveways require a 5-foot minimum pavement widening (beyond the nominal pavement width). This is to allow for a reasonable transition.
- B. Those driveways that have a section of gravel surface between the edge of roadway pavement and edge of paved driveway shall also be considered a paved driveway. Contractor shall provide pavement widening beyond the nominal pavement width to connect with these driveways.
- C. Contractor will provide saw cutting at all hard surface (pavement or concrete) driveway match locations. Saw cutting is considered incidental to driveway work and no separate payment will be made. The Contractor is responsible for maintaining sawed edge until final paving is complete. Therefore, damaged saw cuts will require a new cut, by the Contractor, at no additional cost to the Owner.

3.2 GRAVEL DRIVEWAY ACCESS

- A. Gravel driveway width shall be per Detail C6.0.4 unless specified otherwise on the plan sheets. Nominal $\frac{3}{4}$ " minus gravel thickness for driveways shall be in accordance with Detail C6.0.6 and not less than 4-inches in thickness.
- B. All gravel and field driveways require 2-foot pavement widening (beyond the nominal pavement width).

3.3 SCHEDULE CONTROL

- A. No driveway shall be cut for culvert replacement without prior full compliance with SP-3003 in its entirety with special attention to subsection SP-3003.3.3.
- B. Driveway access shall be restored with at least $\frac{3}{4}$ " minus gravel surface as soon as possible when culverts are replaced. Cut driveways shall be re-opened the same day.
- C. Contractor shall have sufficient steel plating on-hand to provide emergency vehicle access as necessary during culvert replacements.

PART 4 – MEASUREMENT AND PAYMENT

- 4.1 Use one or more of the following unit prices as designated in the Bid Schedule. This item includes full compensation for all tools, labor, equipment and incidentals necessary for the proper completion of this item.
 - A. Paved driveway access will be measured per each saw cut match location regardless of length, width or fillet radii requirements.
 - 1. Bid Schedule Payment Reference 3004.4.1.A.1
 - 2. Bid Schedule Description: Paved Driveway Access...Per each (EA).
 - B. Gravel Driveways will be measured per each, regardless of length or width. Widening across multiple adjacent gravel driveways, without a break in the widened area, will be counted as a single driveway.
 - 1. Bid Schedule Payment Reference 3004.4.1.B.1
 - 2. Bid Schedule Description: Gravel Driveway Access...Per each (EA).

END OF SPECIAL PROVISIONS