

SPECIFICATIONS FOR

PROJECT O. DFG-123

BLACK SANDS BOAT RAMP AND DOCKS

LOCATED ON C.J. STRIKE RESERVOIR NEAR
GRAND VIEW

OWYHEE COUNTY

JUNE, 2016

OWYHEE COUNTY
ANGELA BARKELL
STATE OF IDAHO
PO BOX 128
MURPHY, IDAHO

Black Sands Boat Dock Project
Invitation for Bid
June 6, 2016

OWYHEE COUNTY

CONTRACT DOCUMENTS AND SPECIFICATIONS

June, 2016

Owner: Owyhee County, Idaho
PO Box 128
Murphy, Idaho 83650

Black Sands Boat Dock Project
Invitation for Bid
June 6, 2016

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by Owyhee County, P.O. Box 128, Murphy, Idaho 83650 until 5:00 p.m., Mountain Daylight Time, on Friday, July 22, 2016 for Project No. DFG 2015-123

The project consists of construction of replacing concrete boat ramp, installing docks with piles, gangways, abutments, concrete sidewalk and pads for parking and outhouse. The project is located on C.J.Strike Reservoir near Black Sands Resort, in Owyhee County, Idaho. A pre-bid tour of the project will be held on the site on **Wednesday, June 29, 2016 at 10:00 a.m.** Email Owyhee County Clerk Angela Barkell (abarkell@co.owyhee.id.us) **by 5:00 p.m., Monday, June 27, 2016**, to make arrangements to attend this tour. **Bidders may still bid if they are not able to attend the tour. Bidder written questions due by 5:00 p.m., Thursday, July 7, 2016.**

Proposals will be opened and publicly read on **Monday, July 25, 2016 on or about 10:00 a.m.**

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

Owyhee County Courthouse
P.O. Box 128
Murphy, ID 83650

Associated General Contractors
1649 West Shoreline Drive, Suite 100
Boise, ID 83702

Associated General Contractors
1415 N. Fillmore, Ste 703A
Twin Falls, ID 83301

Twin Falls Plan Room
124 Blue Lakes Blvd, Suite 6
Twin Falls, ID 83301

A bid bond in the amount of 5% of the bid is required.

Documents may be obtained for bidding purposes from the County of Owyhee, (P. O. Box 128), Murphy, Idaho, **Attn: Angela Barkell, Phone (208) 495-2421.** No deposit is required. However, documents shall be returned to the above address.

A valid Public Works Contractors License for the State of Idaho is required of the successful bidder at the time of the bid opening. Include names and Public Works License number on Sub-Contractor List as part of bid.

ANGELA BARKELL
OWYHEE COUNTY CLERK
OWYHEE COUNTY, IDAHO

END OF ADVERTISEMENT FOR BIDS

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PART 1

BIDDING REQUIREMENTS

INSTRUCTIONS TO BIDDERS

1. FORMAT

The Contract Documents are divided into parts, divisions, and sections in keeping with accepted industry practice in order to separate categories of subject matter for convenient reference thereto. Generally, there has been no attempt to divide the Specification sections into work performed by various building trades, work by separate subcontractors, or work required for separate facilities in the project.

1.1 CALENDAR OF EVENTS

IFB issued Monday, June 6, 2016

Published on Wednesday, June 15, 2016 and Wednesday, June 22, 2016

Email County Clerk Angela Barkell (abarkell@co.owyhee.id.us) by Monday, June 27, 2016 to attend the Site Tour

Site Tour- Wednesday, June 29, 2016 at 10:00 a.m.

Bidder Questions due close of business Thursday, July 7, 2016

Addendum Answering Bidders' Questions-Wednesday, July 13, 2016

Bids due- Friday, July 22, 2016 by close of business, Mountain Daylight Time

County Commissioners will open bids on Monday, July 25, 2016

County Commissioners' Award, if any, on Monday, August 1, 2016

2. SPECIFICATION LANGUAGE

"Command" type sentences are used in the Contract Documents. These refer to and are directed to the Contractor. "Owner" shall mean in all instances, the County of Owyhee, Idaho. The Owner's designee/representative for this project is volunteer Dave Barkell,

3. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the ADVERTISEMENT FOR BIDS. The scope is specified in applicable parts of these Contract Documents. The outhouse kiosk is not part of this IFB and will be acquired by Owyhee County and installed at a later date

4. **BIDS.**

- a. **Bid Opening:** In compliance with Idaho Code § 67-2805, sealed bids for the construction of the above-named Project in accordance with the Contract Documents will be received by County Clerk Angela Barkell, at the Owyhee County Courthouse, P.O. 128, Murphy, Idaho until 5:00 p.m., Mountain Daylight Time, July 22, 2016. The physical address of the Owyhee County Courthouse is 20381 State Highway 78, Murphy, ID 83650. Bids received in compliance with these Instructions to Bidders will be publicly opened and read aloud on Monday, July 25, 2016, at or about 10:00 a.m., Mountain Daylight Time, in the Board of Owyhee County Commissioners Meeting Room located on the first floor of the Owyhee County Courthouse, 20381 State Highway 78, Murphy, ID 83650. County Commissioners' contract award, if any, on Monday, August 1, 2016
- b. **Bid Components:** Note this bid package has two bid components. Bidders may bid on one or both of the components. **Component 1** is the concrete boat ramp, concrete abutments for the boat ramp, concrete sidewalk, concrete parking pad and concrete pad for a porta-potty kiosk. **Component 2** is the docks with piles and gangways. The County may only consider the amount bid, bidder compliance with administrative requirements of the bidding process, and whether the bidder holds the requisite public works license, and shall award the bid to the qualified bidder submitting the lowest responsive bid on Component 1 and Component 2 or Component 1 or Component 2. **Work for Component 2 cannot start until Component 1 is completed.**
- c. **Component 2 Engineered Plans:** Those bidders submitting bids on Component 2 must provide engineered plans certified/stamped by an Idaho licensed engineer.
- d. **Bid Forms:** Bid forms, supplied in the bid packet, shall be used by the Contractor. The bid must be marked "Black Sands IFB" addressed to Board of County Commissioners as stated above and giving the Contractor's name and address. No writing and/or marks on the outside of the sealed envelope will be considered as part of the bid or as an amendment to the contents inside the envelope.
- e. No oral, telephone, or telegraphic bids will be considered.
- f. The forms must be completely filled out in ink or typewriting with signature in long hand, and the completed forms shall be without interlineations, alterations, or erasure. Forms shall contain no recapitulation of the work to be done. Base bid amount shall be written out and in figures. In case of a discrepancy between written statement and figures, the written statement shall govern.
- g. Bidders shall:
(i) carefully examine the Invitation for Bids, and subsequent issued addenda;

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Black Sands Boat Dock Project
Invitation for Bid
June 6, 2016

- (ii) include in the Bid a sum to cover the cost of all items contemplated by the Contract Documents; and
 - (iii) make certain that they can meet the Project milestones established in the Contract Documents.
- h. The Bidder awarded the Fixed Price Construction Contract (the Construction Contract), will not be allowed any extra compensation by reason of any matter or thing concerning that which such Bidder might have been fully informed prior to submitting a Bid.
- i. No Bid shall be withdrawn for a period of thirty (60) days after the time scheduled for receipt of Bids.
- ii.
- j. Data contained in the bid and all documentation provided therein becomes the property of the County and the data becomes public information. If the bidder wishes to have any confidential or proprietary information withheld from the public, such information must fall within the definition of "trade secret" contained within the Idaho Code. All "trade secret" information the bidder wishes Owyhee County to withhold must be submitted separately from the remainder of the proposal. The separate package must be clearly marked "Trade Secret" on the outside of the package. Each page inside the package must also be clearly marked as "Trade Secret." Should Owyhee County be challenged in court by a third party for a decision to withhold or redact information so identified by Bidder, Bidder agrees to indemnify, defend, and hold harmless Owyhee County for any judgments, attorney fees, and/or court costs associated with asserting the documents contain "trade secret" information. Bidder agrees and acknowledges that the Bidder's Bid Form is a disclosable public record. Owyhee County reserves the right to make an independent discretionary decision whether or not the documents marked as "Trade Secret" qualify as such pursuant to the Public Records Act. All documents not marked as "Trade Secret" are subject to release in compliance with the Public Records Act.
- k. Written questions may be submitted in person or in writing by close of business, 5:00 p.m., Mountain Daylight Time, on Thursday, July 7, 2016 and will be answered by Owyhee County through an Addendum to the Invitation for Bids. The County Commissioners will issue an Addendum to the Invitation for Bids on July, 13, 2016.

5. **RIGHT TO REJECT BIDS**

The right to reject any or all Bids or to accept the Bid judged by the owner as most satisfactory for its requirements is expressly reserved by the Owner. The Owner reserves the right to waive any informality in any bid.

6. **OBJECTIONS TO SPECIFICATIONS**

Written objections to specifications or bidding procedures must be received by the clerk, secretary or other authorized official of the political subdivision at least three (3) business days before the date and time upon which bids are scheduled to be opened. The County Commissioners shall respond to any such objection in writing and communicate such response to the objector and all other plan holders, adjusting bidding timeframes if necessary.

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7. **LICENSE REQUIREMENTS FOR CONTRACTORS ENGAGED IN PUBLIC WORK**

This project is not financed in whole or part by Federal Aid, but is financed in part by a Waterways Improvement grant through the Idaho Department of Parks and Recreation. All Bidders, including general contractors, subcontractors, and specialty contractors, shall be licensed as Public Work Contractors with the meaning of Idaho Code Section 54-1902, (Public Works Contractors License Act).

8. **DOCUMENT INTERPRETATION**

The Contract Documents governing the work proposed herein consist of the Drawings and all material bound herewith. These Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a proposal shall have thoroughly examined all of the various parts of these Documents, and should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Owner, in writing (at least 6 working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of Addenda to the Documents which will be furnished to all Bidders receiving a set of the Documents. Bidders shall submit with their Proposals, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

9. **BIDDER'S UNDERSTANDING**

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The Owner will make available to prospective Bidders upon request and at the office of the Owner, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the work site. Investigations conducted by the owner of subsurface conditions were made for the purpose of study and design, and the Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of borings, or of the logs of test borings, or of any other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guarantee, either expressed or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.

Logs of test borings or topographic maps showing a record of the data obtained by the Owner investigations of surface and subsurface conditions that are made available or bound herewith shall not be considered a part of the Contract Documents, said logs representing

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only the opinion of the Owner as to the character of the materials encountered by him in his investigations, and is provided only for the convenience of the Bidders.

Information derived from inspection of logs of test borings, or topographic maps, or from Drawings showing location of utilities and structure will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, Federal, State, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

10. DRAWINGS

Where the Drawings are reduced in size from the original tracings, the amount of reduction is indicated by a note on the Drawings. Full-scale prints of reduced Drawings may be obtained from the Owyhee County website (<http://owyheecounty.net/>).

11. TYPE OF PROPOSAL

UNIT PRICE

This proposal is to be submitted on a unit price basis, unit price proposals will be accepted on all items of work set forth in the proposal, except those designated to be paid for as a unit price. The estimate of quantities of work to be done is tabulated in the proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the Contractor will be made on a measurement of the work actually performed by the Contractor as specified in the Contract Documents. The Owner reserves the right to increase or diminish the amount of any class of work as may be deemed necessary.

12. PREPARATION OF PROPOSALS

All blank spaces in the Proposal form must be filled in, preferably in BLACK ink, in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and totals, unit prices will prevail.

Any Proposal shall be deemed informal which contains omissions, erasures, alterations, or

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additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published ADVERTISEMENT FOR BIDS.

The Bidder shall sign his Proposal in the blank space provided for a corporation or the space designated for sole proprietor or partnership. If Bidder is sole owner of a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a sole owner or partnership, the true name of the firm shall be set forth above, together with the signature of the owner or partner authorized to sign contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation, owner, or a member of a partnership, a notarized power-of-attorney must be on file with the Owner prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

13. CHANGES IN QUANTITIES

The Owner reserves the right to increase or diminish the amount of any class of work that may be deemed necessary, provided, however, that in no event will the Owner increase or decrease the amount by more than 20 percent of the gross amount as shown on the Drawings and Specifications, without the written approval of the Contractor.

14. STATE AND LOCAL SALES AND USE TAXES

State and local sales and use taxes, as required by the laws and statutes of the State and its political subdivisions, shall be paid by the Contractor. Prices quoted in the Proposal shall include sales tax.

15. NAMING OF SUBCONTRACTORS

Each Bidder shall include in his Proposal the name and address of each subcontractor in the event the Bidder is awarded the General Contract by the Owner. Subcontractors working under the General Contract will be named in accordance with the requirements of Idaho Code, Section 67-2310, as amended. Subcontractors named in accordance with the provisions of this section must possess an appropriate license or Certificate of Competency issued by the State of Idaho covering the applicable classification of work proposed. Failure of any Bidder to comply with this provision of the Idaho Code shall render any bid submitted by the Bidder unresponsive and void.

16. BIDDER'S ACKNOWLEDGMENT STATEMENT

All Bidders must read and execute the attached Bidder's Acknowledgment Statement. Failure to include this signed statement will render the bid unresponsive.

17. **CONTRACTOR'S AFFIDAVIT FOR ALCOHOL AND DRUG-FREE WORKPLACE**

All Bidders must read and execute the attached Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace statement. Failure to include this signed and notarized statement will render the bid unresponsive. The successful bidder shall submit a copy of their policy for Department information. The Department will not be responsible for monitoring or enforcing the Contractor's policy.

18. **SUBMISSION OF PROPOSALS**

All Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Proposals must be made on the Proposal forms provided herein. Each Proposal must be submitted so marked as to indicate its contents without being opened, and addressed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

19. **TELEGRAPHIC OR WRITTEN MODIFICATION OF PROPOSAL**

Any Bidder may modify his bid by telegraphic or written communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time. The telegraphic or written communication should not reveal the bid price; it should, however, state the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

20. **WITHDRAWAL OF PROPOSAL**

Any Proposal may be withdrawn prior to the scheduled time for the opening of Proposals either by telegraphic or written request, or in person. No Proposal may be withdrawn after the time scheduled for opening of Proposals, unless the time specified in Item, AWARD OF CONTRACT, of these INSTRUCTIONS TO BIDDERS shall have elapsed.

21. **BID SECURITY**

Proposals must be accompanied by cash (no personal or business checks), a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the State of Idaho, in the amount of five (5) percent of the total amount of the Proposal submitted. This bid security shall be given as guarantee that the Bidder will not withdraw his Proposal for a period of 60 days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish the Performance Bond and Labor and Materials Payment Bond as hereinafter specified.

The Attorney-in-Fact (Resident Agent) who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or

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one conforming substantially thereto in form and content.

22. RETURN OF BID SECURITY

Within 60 days after the award of the Contract, the Owner will return the bid securities to all Bidders whose Proposals are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Proposals they accompanied. The successful Bidder's bid security will be returned when the Contract is executed.

23. AWARD OF CONTRACT

All bids shall be considered valid for 60 days. Within 60 calendar days from the opening of Proposals, the Owner will accept one of the Proposals or will act in accordance with BASIS OF AWARD, below. The acceptance of the Proposal will be by written notice of award, mailed or delivered to the office designated in the Proposal. In the event of failure of the qualified lowest responsive Bidder to sign and return the Contract with acceptable Performance Bond and Labor and Materials Payment Bond, as prescribed herein, the Owner may award the Contract to the next lowest responsible Bidder. Such award, if made, will be made within 60 days after the opening of Proposals.

24. BASIS OF AWARD

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

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

The Owner reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

25. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 days, not including Sundays and legal holidays, after receiving notice of acceptance of bid, sign and deliver to the Owner the Contract sent to the successful Bidder, together with the acceptable bonds as required in these Documents. A copy of the basic Contract is attached hereto. Within 5 days, not including Sundays and legal holidays, after receiving the signed Contract with acceptable bonds from the successful

Bidder, the Owner's authorized agent will sign the Contract. Signature by the Department, after signature by the successful bidder, constitutes execution of the Contract.

26. PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND

The successful Bidder shall file with the Owner a Performance Bond and a Labor and Materials Payment Bond on the forms bound herewith, or suitable substitutes, each in the full amount of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, for a period of 1 year after the date of final acceptance of the work by the Owner. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the Owner and shall be authorized to do business in the State of Idaho.

The Attorney-in-Fact (Resident Agent) who executes these Bonds in behalf of the Surety must attach a notarized copy of his power-of-attorney evidence of his authority to bind the Surety on the date of execution of the bonds.

27. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract and furnish the Performance Bond and Labor and Materials Payment Bond, shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the Owner, and it is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into a Contract and furnish the Bonds as hereinbefore provided. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a bid bond.

28. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provision stated in Section 61, General Conditions. The time allowed for the completion of the work is stated in the proposal.

29. EMPLOYMENT PRACTICES

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

PROPOSAL

To: Owyhee County, State of Idaho

Address: PO Box 128, Murphy, ID 83650

Project Title: Black Sands Boat Ramp

Project No. DFG 2015-123

Bidder: _____

Address: _____
Public Works
Contractors
License No.: _____

Date: _____

Bidder's person to contact for additional information on this Proposal:

Name: _____

Telephone: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Owner and other sources in arriving at his conclusions.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Sundays and legal holidays, after notice of acceptance of bid, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner the Performance Bond and Labor and Materials Payment Bond required herein, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract Documents and required by the Owner thereunder.

CERTIFICATES OF INSURANCE

The Bidder further agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date shown on the "Notice to Proceed" and to complete the construction, in all respects, for which his Proposal is accepted within the number of calendar days after the date of execution of the Contract by the Owner as set forth below:

70 Calendar Days

- 1. Component 1 shall be complete in 50 calendar days.**
- 2. Component 2 shall be completed in 20 calendar days. Component 2 cannot start until Component 2 is completed.**

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the daily rate indicated in the Contract until the work shall have been finished as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Number(s) _____
to these Specifications. (Bidder insert number of each Addendum received.)

SALES AND USE TAXES

The Bidder agrees that all sales and use taxes are included in the stated bid prices for the work,

unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax. Bidders are referred to Idaho Code § 63-3609.

CONDITION PRECEDENT FOR PUBLIC WORKS CONTRACT

Bidders must, as a condition precedent to entering into the Construction Contract, have reviewed and complied with Idaho Code § 63-1502.

SCHEDULE OF ITEMS AND PRICES FOR COMPONENT 1 AND COMPONENT 2

A price must be entered in both words and figures for all bid items. In case of a discrepancy between words and figures, the amount written in words shall control extensions. If you are submitting a bid on Component 1 and Component 2, please fill in all information requested for Component 1 and Component 2.

COMPONENT 1 If not submitting a bid on Component 1, check this box and initial.

1. MOBILIZATION

At the lump sum price of _____ Dollars
(words)
and _____ Cents.
1 lump sum at \$ _____ /L.S. = \$ _____
(figures)

2. CONCRETE BOAT RAMP

At the lump sum price of _____ Dollars
(words)
and _____ Cents.
1 lump sum at \$ _____ /L.S. = \$ _____
(figures)

3. ¾" CRUSHED AGGR BASE

44 cubic yards at the unit price of _____ Dollars
(words)
and _____ Cents per cubic yard.
44 cubic yards at \$ _____ /C.Y. = \$ _____
(figures)

4. 2" CRUSHED ROCK

53 cubic yards at the unit price of _____ Dollars

and _____ (words) Cents per cubic yard.
53 cubic yards at \$ _____ /C.Y. = \$ _____
(figures)

5. RIP-RAP

10 cubic yards at the unit price of _____ Dollars
and _____ (words) Cents per cubic yard.
10 cubic yards at \$ _____ /C.Y. = \$ _____
(figures)

6. REMOVE EXISTING CONCRETE BOAT RAMP

At the lump sum price of _____ Dollars
and _____ (words) Cents.
1 lump sum at \$ _____ /L.S. = \$ _____
(figures)

7. CONCRETE FLATWORK AND ABUTMENTS

At the lump sum price of _____ Dollars
and _____ (words) Cents.
1 lump sum at \$ _____ /L.S. = \$ _____
(figures)

COMPONENT 2 If not submitting a bid on Component 2, check this box and initial.

1. MOBILIZATION

At the lump sum price of _____ Dollars
and _____ (words) Cents.
1 lump sum at \$ _____ /L.S. = \$ _____
(figures)

2.. DOCKS, PILES AND GANGWAYS

At the lump sum price of _____ Dollars
and _____ (words) Cents.
1 lump sum at \$ _____ /L.S. = \$ _____

(figures)

TOTAL BID FOR COMPONENTS 1 AND 2 = \$ _____

SCHEDULE OF ITEMS AND PRICES FOR COMPONENT 2

A price must be entered in both words and figures for all bid items. In case of a discrepancy between words and figures, the amount written in words shall control extensions. **If you are only submitting a bid on Component 2, please fill out this page (page 5) of the Bid Proposal with your price information.**

1. MOBILIZATION

At the lump sum price of _____ Dollars
(words)
and _____ Cents.
1 lump sum at \$ _____ /L.S. = \$ _____
(figures)

2.. DOCKS, PILES AND GANGWAYS

At the lump sum price of _____ Dollars
(words)
and _____ Cents.
1 lump sum at \$ _____ /L.S. = \$ _____
(figures)

TOTAL FOR COMPONENT 2 = \$ _____

SUBCONTRACTORS

The Bidder further certifies that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Name	Specialty	Public Work License #
------	-----------	-----------------------

Street	City
--------	------

Name	Specialty	Public Work License #
------	-----------	-----------------------

Street	City
--------	------

Name	Specialty	Public Work License #
------	-----------	-----------------------

Street	City
--------	------

Name	Specialty	Public Work License #
------	-----------	-----------------------

Street	City
--------	------

Name	Specialty	Public Work License #
------	-----------	-----------------------

Street	City
--------	------

SURETY

If the Bidder is awarded a construction Contract on this Proposal, the Surety who provides the Performance and Payment Bond will be

_____ whose address is

_____, _____, _____, _____
Address City State Zip

BIDDER

The name of the Bidder submitting this Proposal is _____

_____ doing business at

_____, _____, _____, _____
Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____, 20____.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20__

Signature of Bidder

Title

(SEAL)

BID BOND

BOND NO _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

hereinafter called the PRINCIPAL, and _____

a corporation duly organized under the laws of the State of _____ having its principal place of business at _____, in the State of _____, and authorized to do business in the State of Idaho, as SURETY, are held and firmly bound unto the County of Owyhee, Idaho, hereinafter called the OBLIGEE, in the penal sum of _____ DOLLARS (\$ _____), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL has submitted to the OBLIGEE a certain Proposal, attached hereto and made a part hereof, to enter into a Contract in writing for the construction of:

NOW, THEREFORE, if the Bid Proposal submitted by the PRINCIPAL is accepted, and the Contract is awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish such Performance and payment Bond as required by the Contract Documents within the time fixed by the Documents, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20 _____.

PRINCIPAL

By _____

SURETY

By _____
Attorney-In-Fact

Execute and Submit with Bid.

BIDDER'S ACKNOWLEDGMENT STATEMENT

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

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

Contractor agrees to comply with subparagraph 42 of the General Conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code requiring the employment of 95% bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents.

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

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

The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in paragraph 70 of the General Conditions for Construction, as supplemented, which are stated below.

1. for total changes of \$10,000 or less in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed twenty percent (20%) of direct costs.
2. for total changes exceeding \$10,000 in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs.
3. the Contractor will determine the amount of overhead and profit to be apportioned between the Contractor and its subcontractor of allowable amounts of overhead, profit, bonds and insurance.

The Contractor agrees that Change Orders are governed by the General Conditions of the Contract for Construction, as supplemented, including but not limited to Paragraphs 70, 71, 72, 73 and 74.

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

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

FAILURE TO EXECUTE THIS ACKNOWLEDGEMENT WILL MAKE THE BID NONRESPONSIVE.

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

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

fully read and understands this document and that it highlights certain parts of the contract that will be entered between the parties and that will govern this Project.

Signed: _____

Title: _____

Date: _____

END OF BIDDER'S ACKNOWLEDGMENT STATEMENT

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

STATE OF _____

COUNTY OF _____

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

Name of Contractor

Address

City and State

By: _____
(Signature)

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

Commission expires:

NOTARY PUBLIC, residing at

This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidder's submittals should include, but are not limited to, the following:

<u>ITEM</u>	<u>CHECKED</u>
1. Proposal (Component 1 or Component 2 or Component 1 and Component 2)	_____
2. Bid Bond	_____
3. Power-of-Attorney for Surety's Agent to execute Bid Bond	_____
4. Authority to sign Proposal if signature is by agent other than office of corporation, partner, or Owner	_____
5. Acknowledgment of Addenda (on Proposal)	_____
6. Acknowledgment of Addenda (on each Addendum)	_____
7. List of Subcontractors (on Proposal)	_____
8. Bidder's Acknowledgment Statement	_____
9. Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace	_____

PART 2
CONTRACT FORMS

Black Sands Boat Dock Project
Invitation for Bid
June 6, 2016

CONTRACT FORMS CHECKLIST

This Checklist has been prepared and furnished to aid the Contractor in including all necessary submittals.

<u>ITEM</u>	<u>CHECKED</u>
1. CONTRACT	_____
2. PERFORMANCE BOND	_____
3. LABOR AND MATERIALS PAYMENT BOND	_____
4. PUBLIC WORKS CONTRACT REPORT	_____
5. CONTRACTOR'S AFFIDAVIT CONCERNING TAXES	_____
6. CERTIFICATES OF INSURANCE	
a) INSURED OPERATIONS	_____
b) STATE INSURANCE FUND, WORKER'S COMP.	_____

CONTRACT

This Contract, made and entered into this _____ day of _____, 20_____, by and between Owyhee County, Idaho, hereinafter called the "Owner",

and _____

of _____ hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances to the extent of the Proposal made by the Contractor, dated the _____ day of _____, 2016, all in full compliance with the Contract Documents referred to herein.

THE BIDDING REQUIREMENTS, including the signed copy of the Proposal, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWING(S), which DRAWINGS consist of five (5) sheets plus a cover page entitled Black Sands Boat Ramp at C.J. Reservoir are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Proposal.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract for a period of 1 year after the date of acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed the time limit for completion of the Contract, based upon the Proposal shall be the _____ day of _____, 2016.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of \$50.00 per day. Sundays and legal holidays shall be excluded in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this _____ day of _____, A.D., 2016.

OWYHEE COUNTY COMMISSIONERS, OWYHEE COUNTY, IDAHO

Kelly Aberasturi-- Chairman

Jerry Hoagland-- Commissioner

Joe Merrick—Commissioner

OWYHEE COUNTY CLERK

Attest: _____
Angela Barkell
Owyhee County Clerk
Dated: ____, 2016

Contractor

By _____

Title _____

BELOW IS THE NOTARY CLAUSE FOR THE OFFICER OF THE CORPORATION. THERE ARE DIFFERENT NOTARY CLAUSES FOR AN INDIVIDUAL OR A LIMITED LIABILITY COMPANY

Performance Bond - 2
Black Sands Boat Dock Project
Invitation for Bid
June 6, 2016

STATE OF IDAHO
COUNTY OF _____ ss:

On this ___ day of _____, in the year _____, before me a notary public, personally appeared _____ known or identified to me to be the PRESIDENT of the corporation that executed the instrument in behalf of said corporation, and acknowledged to me that such corporation executed the same.

Subscribed and sworn (or affirmed) before me this _____ day of _____, _____.

Notary Public for IDAHO
Residing at _____
My commission expires on _____

SEAL

PERFORMANCE BOND

BOND NO _____

AMOUNT _____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ of _____

hereinafter called the CONTRACTOR (Principal), and _____ as SURETY, a corporation authorized to do a general Surety business in the State of Idaho, are held and firmly bound unto the OWYHEE COUNTY hereinafter called the OWNER (Obligee), in the penal sum

of _____ Dollars

(\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract, hereto attached, with the OWNER, dated _____, 20_____, for: _____

NOW, THEREFORE, if the CONTRACTOR shall well and truly perform all the terms and provisions of the Contract as provided in the Contract Documents to be by such CONTRACTOR performed (including guarantee against defective workmanship and materials for a period of 1 year from the date of acceptance of work by the OWNER) in the prosecution of the work provided for in the Contract in accordance with the provisions of all applicable laws, including Public Contract Bond Act in Title 54, Chapter 19, Idaho Code, as amended or superseded, then this instrument shall be null and void; otherwise it shall remain in full force and virtue.

PROVIDED, HOWEVER, that the SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the work to be performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 20____.

CONTRACTOR

By _____ (Seal)

ATTEST

SURETY

By _____ (Seal)

ATTEST

APPROVED AS TO FORM: _____, 20_____

OWNER

By _____

NOTE: The SURETY named on this bond shall be one who is licensed to conduct business in the State of Idaho and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.

LABOR AND MATERIAL PAYMENT BOND

BOND NO _____

AMOUNT _____

KNOW ALL MEN BY THESE PRESENTS, that _____

of _____

hereinafter called the CONTRACTOR (Principal), and _____

_____ as SURETY, a corporation authorized to do a general Surety business in the State of Idaho, are held and firmly bound unto the OWYHEE COUNTY, hereinafter called the OWNER (Obligee), in the penal sum of _____ Dollars

(\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain

Contract, hereto attached, with the OWNER, dated _____, 20 _____,

for _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor

was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by a law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c) Other than a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this

_____ day of _____ 20_____.

CONTRACTOR

By _____ (Seal)

ATTEST

SURETY

By _____ (Seal)

ATTEST

APPROVED AS TO FORM: _____ 20_____

OWNER
By _____

NOTE: The SURETY named on this bond shall be one who is licensed to conduct business in the State of Idaho and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.

WH-5 Public Works Contract Report

Sections 54-1904A and 63-3624(g), Idaho Code, require all Public Works Contracts to be reported to the Tax Commission. This form must be filed with the Tax Commission within 30 days after a contract is awarded.

Contract awarded by (public body and address)

Contract awarded to (contractor's name and address)

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

PROJECT DATES

Scheduled project start date: _____ Completion date: _____

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

ALL SUBCONTRACTORS

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

ALL SUBCONTRACTORS (continued)

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

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

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

SUPPLIERS

Use the space below to report major suppliers of materials and supplies; items removed from inventory; equipment purchased, rented, or leased for use in project; materials provided by government agency. Please indicate how sales or use tax was paid.

Name		Federal EIN		Total value
				\$
Address		Materials and equipment purchased and used		
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier	<input type="checkbox"/> Tax paid to state*	<input type="checkbox"/> No tax paid

Name		Federal EIN		Total value
				\$
Address		Materials and equipment purchased and used		
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier	<input type="checkbox"/> Tax paid to state*	<input type="checkbox"/> No tax paid

Name		Federal EIN		Total value
				\$
Address		Materials and equipment purchased and used		
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier	<input type="checkbox"/> Tax paid to state*	<input type="checkbox"/> No tax paid

Name		Federal EIN		Total value
				\$
Address		Materials and equipment purchased and used		
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier	<input type="checkbox"/> Tax paid to state*	<input type="checkbox"/> No tax paid

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

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

Owyhee County
PO Box 128
Murphy, Idaho 83650

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF _____

COUNTY OF _____

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

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____,
20____

Commission expires: _____
NOTARY PUBLIC, residing at

PART 3
GENERAL CONDITIONS

GENERAL CONDITIONS

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GENERAL CONDITIONS

These GENERAL CONDITIONS contain contractual-legal Articles that establish the requirements and conditions governing responsibility, policy, and procedures that apply during the construction and warranty period.

DEFINITIONS

Wherever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows:

1. AS APPROVED

The words "as approved", unless otherwise qualified, shall be understood to be followed by the words "by the Owner's Designee".

2. AS SHOWN, AND AS INDICATED

The words "as shown" and "as indicated" shall be understood to be followed by the words "on the Drawings".

3. BIDDER

The person or persons, partnership, firm, or corporation submitting a Proposal for the work contemplated.

4. CONTRACT

The "Contract" is the written agreement covering the performance of the work and the furnishing of labor, materials, incidental services, tools, and equipment in the construction of the work. It includes supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions of the Contract and include Contract Change Orders.

5. CONTRACT DOCUMENTS

The "Contract Documents" consist of the Bidding Requirements, Contract Forms, Conditions of the Contract, the Specifications, and the Drawings, including all modifications thereof incorporated into the Documents before their execution, and including all other requirements incorporated by specific reference thereto. These form the Contract.

6. CONTRACTOR

The person or persons, partnership, firm or corporation who enters into the Contract awarded him by the Owner.

7. DAYS

Unless otherwise specifically stated, the term "days" will be understood to mean calendar days.

8. DRAWINGS

The term "Drawings" refers to the official Drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Owner's Designee, which show the location, character, dimensions, and details of the work to be performed. Drawings may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

9. OWNER'S DESIGNEE

The official representative of the Owner, Owyhee County.

10. NOTICE

The term "notice" or the requirement to notify, as used in the Contract Documents or applicable State or Federal statutes, shall signify a written communication delivered in person or by certified or registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last business address known to him who gives the notice.

11. OR EQUAL

The term "or equal" shall be understood to indicate that the "equal" product is the same or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Owner's Designee. Such "equal" products shall not be purchased or installed by the Contractor without the Owner's written approval.

12. OWNER

Owyhee County, Idaho

13. PLANS (See DRAWINGS)

14. SPECIFICATIONS

The term "Specifications" refers to the terms, provisions, and requirements contained herein. Where standard specifications, such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents.

15. SUBSTANTIAL COMPLETION

"Substantial Completion" shall be that degree of completion of the project or a defined portion of the project, sufficient to provide the Owner, at his discretion, the full-time use of the project or defined portion of the project for the purposes for which it was intended.

16. FINAL COMPLETION

"Final Completion" shall mean that the Work and other requirements have been completed in accordance with the Construction Contract and including the completion of all discrepancies (punch list items, noted at the time of Substantial Completion), turn in concrete reports on

compaction tests and submission of consent of Builder's surety.

17. WORK

The word "work" within these Contract Documents shall include all material, labor, tools, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure. As used herein, "provide" shall be understood to mean "provide complete in-place", that is, "furnish and install".

CONTRACT DOCUMENTS

17. INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Documents is to include all work (except specific items to be furnished by the Owner) necessary for completion of the Contract. Materials or work described in words which so applied have a well-known technical and trade meaning shall be held to refer to such recognized standards.

18. DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the Owner's Designee immediately. The Owner Designee will clarify discrepancies or omissions, in writing, within a reasonable time.

19. ALTERATIONS

The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contract by altering, adding to, or deducting from the work, the Contract being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except as specifically adjusted at the time of ordering such change.

In giving instructions, the Owner's Designee may order minor changes in the work not involving extra cost and not inconsistent with the purpose of the project, but otherwise, except in an emergency endangering life or property, additions or deductions from the work shall be performed only in pursuance of an approved Change Order from the Owner signed or countersigned by the Owner's Designee, or a Change Order from the Owner Designee stating that the Owner has authorized the deduction, addition, or change and no claim for additional payment shall be valid unless so ordered.

If the work is reduced by alterations, such action shall not constitute a claim for damages based on loss of anticipated profits.

20. VERIFICATION AND WARRANTY

The Contractor shall thoroughly examine and become familiar with all the various parts of these Contract Documents and determine the nature and location of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of this Contract. The Contractor warrants that no verbal agreement or conversation with any officer, agent, or employee of the Owner, or with the Owner's Designee either before or after the execution of this Contract, has affected or modified any of the terms or obligations herein

contained.

21. DOCUMENTS TO BE KEPT ON THE JOBSITE

The Contractor shall keep one copy of the Contract Documents on the jobsite, in good order, available to the Owner's Designee and Owner.

22. ADDITIONAL CONTRACT DOCUMENTS

The Owner's Designee will furnish to the Contractor on request and free of charge, six copies of the Contract Documents and six sets of full-size Drawings. Additional copies of Contract Documents or Drawings may be obtained on request by paying the actual cost of reproducing the Contract Documents or Drawings.

23. OWNERSHIP OF DRAWINGS

All Drawings, Plans, Specifications, and copies thereof furnished by the Owner are the property of the Owner. They are not to be used on other work and, with the exception of the signed Contract set, are to be returned to the Owner at the completion of the work. Any use of these materials, other than as herein provided, without prior written authorization from the Owner's Designee shall be at the risk of the user and without liability or legal expense to the Owner's Designee or Owner for any claim or claims whatsoever arising from such unauthorized use.

THE OWNER'S DESIGNEE

24. AUTHORITY OF THE OWNER'S DESIGNEE

The Owner's Designee shall be the Owner's representative during the construction period. His authority and responsibility shall be limited to the provisions set forth in these Contract Documents. The Owner's Designee shall have the authority to reject work and materials whenever such rejection may be necessary to insure execution of the Contract in accordance with the intent of the Contract Documents.

25. DUTIES AND RESPONSIBILITIES OF THE OWNER'S DESIGNEE

The Owner's Designee will make periodic visits to the site of the project to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. He shall not be required to make comprehensive or continuous inspections to check quality or quantity of the work, and he shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the Owner's Designee shall not relieve the Contractor of his obligation to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

The Owner will make decisions, in writing, on all claims of the Contractor arising from interpretation or execution of the Contract Documents. Such decision shall be necessary before the Contractor can receive additional money under the terms of the Contract. Changes in work ordered by the Owner will be made in compliance with Article 19, ALTERATIONS, of these Conditions.

One or more inspectors may be assigned to observe the work and to act in matters of construction under this Contract. It is understood that such inspectors shall have the power to issue instructions and make decisions within the limitations of the authority of the Owner's Designee. Such inspection shall not relieve the Contractor of his obligations to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

26. REJECTED MATERIAL

Any material condemned or rejected by the Owner's Designee or his authorized inspector because of nonconformity with the Contract Documents shall be removed at once from the vicinity of the work by the Contractor at his own expense, and the same shall not be used on the work.

27. UNNOTICED DEFECTS

Any defective work or material that may be discovered by the Owner's Designee before the final acceptance of work, or before final payment has been made, or during the guarantee period, shall be removed and replaced by work and materials which shall conform to the provisions of the Contract Documents. Failure on the part of the Owner's Designee to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

28. RIGHT TO RETAIN IMPERFECT WORK

If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accordance with the Drawings and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the Owner shall have the right and authority to retain such work, but shall make such deductions in the final payment therefore as may be just and reasonable.

29. LINES AND GRADES

The Owner's Designee will establish and set control points convenient for the Contractor's use as necessary to establish the basic layout. All labor and stakes will be provided by the Owner. It will be the Contractor's responsibility to lay out the work from the lines set by the Owner's Designee and to transfer elevations and coordinates from control points. Where new construction connects to existing facilities, the Contractor shall check and establish the exact location prior to construction of the facilities.

30. SHOP DRAWING SUBMITTAL PROCEDURE

Not applicable

31. DETAIL DRAWINGS AND INSTRUCTIONS

The Owner or the Owner's Designee will furnish, with reasonable promptness, additional instructions by means of Drawings or otherwise, if, in the Owner's Designee's opinion, such are required for the proper execution of the work. All such Drawings and instructions will be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

THE CONTRACTOR AND HIS EMPLOYEES

32. CONTRACTOR, AN INDEPENDENT AGENT

The Contractor shall perform all work under this Contract as an Independent Agent and shall not be considered as an agent of the Owner, nor shall the Contractor's subcontractors or employees be subagents of the Owner.

33. SUBCONTRACTING

Within 30 days after the execution of the Contract, the Contractor shall submit to the Owner's Designee the names of all subcontractors proposed for the work, including the names of any subcontractors that were submitted with the Proposal. The Contractor shall not employ any subcontractors that the Owner or the Owner's Designee may object to as lacking capability to properly perform work of the type and scope anticipated. No changes will be allowed from the approved subcontractor list without approval of the Owner's Designee.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between the subcontractor and the Owner.

INSURANCE

34. A. CONTRACTORS LIABILITY INSURANCE

The Contractor shall purchase, from a company or companies licensed to do business in the State of Idaho, and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, either such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the contractor, or (2) by any other person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims 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 Insurance required shall be written for not less than the following, or greater if required by law:

1. Workers' Compensation:

- (a) State: Statutory
 - (b) Employer's Liability: \$100,000
2. Comprehensive General Liability for bodily injury and property damage including Broad Form Comprehensive General Liability endorsement covering (1) Blanket Contractual, (2) Personal Injury, (3) Broad Form Property Damage, and (4) Completed Operations.
- (a) Combined single limits for bodily injury and property damage:
 - \$1,000,000 Each Occurrence
 - (b) Projects and Completed Operations to be maintained for five (5) years after final payment.
 - (c) Property Damage Liability Insurance will provide X, C, or U coverage as applicable.
3. Contractual Liability:
- (a) Combined single limits for bodily injury and property damage.
 - \$1,000,000 Each Occurrence
4. Personal Injury, with Employment Exclusion deleted:
- \$1,000,000 Each Occurrence
5. Comprehensive Automobile Liability
- (a) Combined single limits for bodily injury and property damage.
 - \$1,000,000 Each Occurrence

Owner shall be named as an additional insured on the insurance required above and the insurance shall contain the severability of interest clause as follows:

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

The Contract shall require all subcontractors of any tier to provide comprehensive general liability insurance with combined single limits for bodily injury and property damage of at least \$500,000 per occurrence, and comprehensive automobile liability insurance for all owned, non-owned and hired vehicles with combined single limits for bodily injury and property damage of at least \$500,000 per occurrence

The insurance required shall include contractual liability insurance applicable to the Contractor's obligations under Article 35.

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty days' prior written notice has been given Owner.

The Contractor shall furnish one copy each of Certification of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued

amending coverage or limits.

B. OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims which may arise from operations under the Contract.

C. PROPERTY INSURANCE

Not Applicable

35. INDEMNITY

The Contractor shall protect, indemnify, defend and hold harmless the Owner, from all liability or expense on account of claims, suits and costs, whatsoever including injury or death of others or any employee of the Contractor, subcontractors or the sub-subcontractors, agents or employees; growing out of or connected with the carrying out of the work or by reason of any matter or thing done, permitted or omitted to be done by Contractor, his agents, subcontractors or employees and occasioned by negligence of the Contractor, his agents, subcontractors or employees. Provided, however, that the Owner shall not be relieved from liability for its own negligence and that of its employees.

In any and all claims against the Owner or any of his agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts.

The obligation of the Contractor under this Article shall extend to the liability of the Owner's Designee and his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications.

36. TAXES AND CHARGES

The Contractor shall pay all State and local sales and use taxes on items, and in a manner as required by the laws and statutes of the State of Idaho and its political subdivisions. The Contractor shall withhold and pay any and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now or may hereinafter be required to be paid or withheld under any laws.

Before entering into a Contract, the Contractor shall be authorized to do business in the State and shall submit a properly executed Contractor's Affidavit Concerning Taxes.

37. ORDINANCES, PERMITS, AND LICENSES

The Contractor shall keep himself fully informed of all local ordinances, as well as State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times comply with said ordinances, laws, and regulations, and protect and indemnify the Owner and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations. All permits, license, and inspection fees necessary for

prosecution and completion of the work shall be secured and paid for by the Contractor.

38. SUPERINTENDENCE

The Contractor shall keep on the work, during its progress, competent supervisory personnel. The Contractor shall designate, in writing, before starting work, an authorized representative who shall have complete authority to represent and to act for the Contractor. The Contractor shall give efficient supervision to the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures, and for providing adequate safety precautions and coordinating all portions of the work under the Contract.

39. RECEPTION OF OWNER'S DESIGNEE'S DIRECTIONS

The superintendent, or other duly authorized representative of the Contractor, shall represent the Contractor in all directions given to him by the Owner. Such directions of major importance will be confirmed in writing. Any direction will be so confirmed, in each case, on written request from the Contractor.

40. SANITATION

Sanitary conveniences conforming to State and local codes shall be erected and maintained by the Contractor at all times while workers are employed on the work, and the use of such sanitary conveniences shall be strictly enforced.

41. EMPLOYEES

The Contractor shall employ only competent, skillful workers to do the work, and whenever any person shall appear to be incompetent or to act in a disorderly or improper manner, such person shall be removed from work.

42. REQUIREMENTS OF IDAHO LAW FOR PUBLIC CONTRACTS

Each Contractor shall certify complete compliance with all Idaho Statutes with specific reference to Public Works Contractor's State License Law, Title 54, Chapter 19, Idaho Code, as amended, in connection with all work pertaining to all claims for payment on this contract with Owyhee County.

Pursuant to Section 44-1001 and 44-1002, Idaho Code, it is provided that each Contractor "must employ 95% bona fide Idaho residents as employees, except where under such contracts fifty or less persons are employed, the Contractor may employ 10% nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association or corporation refusing to execute an agreement with the above-mentioned provisions in it; provided that in contracts involving the expenditure of Federal Aid Funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorable discharged soldiers, sailor, or marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States."

The Contractor shall complete and forward the "Public Works Contract Report" form attached herein, after the Contract is executed.

43. PAYMENT OF WAGES

Union scale wages are not required. Minimum wage rates shall be in effect.

44. SAFETY

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U. S. Department of Labor (OSHA), the State Occupational Safety and Health Act, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Documents. Where any of these are in conflict, the more stringent requirements shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.

The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

The duty of the Owner's Designee to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

The Contractor, as a part of his safety program, shall maintain at his office or other well-known place at the jobsite, safety equipment applicable to the work as prescribed by the aforementioned authorities, all articles necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner. In addition, the Contractor must promptly report in writing to the Owner's Designee all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Owner, giving full details of the claim.

45. CONTRACTOR'S TOOLS AND EQUIPMENT

The Contractor's tools and equipment used on the work shall be furnished in sufficient quantity and of a capacity and type that will safely perform the work specified, and shall be maintained and used in a manner that will not create a hazard to persons or property, or cause a delay in the progress of the work.

46. PROTECTION OF WORK AND PROPERTY

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect from damage his own work, and that of adjacent property (as provided by law and the Contract Documents). All passageways, guard fences, lights, and other facilities required for protection by State or municipal

laws and regulations and local conditions, must be provided and maintained.

The Contractor shall protect his work and materials from damage due to the nature of the work, the elements, carelessness of other Contractors, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.

47. RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor shall act, without previous instructions from the Owner or Owner's Designee, as the situation may warrant. The Contractor shall notify the Owner's Designee thereof immediately thereafter. Any claim for compensation by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Owner through the Owner's Designee and the amount of compensation shall be determined by agreement.

48. MATERIALS AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

In selecting and/or approving equipment for installation in the project, the Owner and Owner's Designee assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable national, State, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

49. CONTRACTORS' AND MANUFACTURERS' COMPLIANCE WITH STATE SAFETY, OSHA, AND OTHER CODE REQUIREMENTS

The completed work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the work (including Owner-selected equipment) subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. Contractor shall notify all equipment suppliers and subcontractors of the provisions of this Article.

50. SUBSTITUTION OF MATERIALS

Except for Owner-selected equipment items, and items where no substitution is clearly specified, whenever any material, article, device, product, fixture, form, type of construction, or process is indicated or specified by patent or proprietary name, by name of manufacturer, or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or process desired. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other

manufacturers where fully suitable in design, and shall be deemed to be followed by the words "or equal". The Bidder may, in such cases, submit complete data to the Owner's Designee for consideration of another material, type, or process which shall be substantially equal in every respect to that so indicated or specified. Substitute materials shall not be used unless approved in writing. The Owner or his authorized agent will be the sole judge of the substituted article or material.

51. TESTS, SAMPLES, AND INSPECTIONS

The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining the same, as requested by the Owner's Designee. When required, the Contractor shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

The Owner, Owner's Designee, and authorized government agents, and their representatives shall at all times be provided safe access to the work wherever it is in preparation or progress, and the Contractor shall provide facilities for such access and for inspection, including maintenance of temporary and permanent access.

If the Specifications, the Owner's Designee's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give timely notice of its readiness for inspection. Inspections to be conducted by the Owner's Designee will be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Owner's Designee, it shall, if required by the Owner's Designee, be uncovered for examination at the Contractor's expense.

Reexamination of questioned work may be ordered by the Owner's Designee, and, if so ordered, the work shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner will pay the cost of reexamination and replacement. If such work is found to be not in accordance with the Contract Documents, the Contractor shall correct the defective work, and the cost of reexamination and correction of the defective work shall be paid by the Contractor.

52. ROYALTIES AND PATENTS

The Contractor shall pay all royalty and license fees, unless otherwise specified. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner and the Owner's Designee harmless from loss on account thereof.

53. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of more than 3 months, through no act or fault of the Contractor or of anyone employed by him, or if the Owner's Designee should fail to issue any estimate for payment within 15 days after it is due, or if the Owner should fail to pay the Contractor within 30 days after the time specified in Article 71, PARTIAL PAYMENT, any sum certified by the Owner's Designee, then the Contractor may, upon 15 days' written notice to the Owner and the Owner's Designee, stop work or terminate this Contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or material and reasonable profit, unless said default has been remedied within said time.

53.1 OWNER'S RIGHT TO TERMINATE CONTRACT FOR CONVENIENCE

Owner may terminate contract for convenience with notice specified by Owner, but shall pay the Contractor the sums due the Contractor. Those costs shall be for contract prices, materials, equipment and the reasonable costs for terminating the work. The total sum to be received by

Contractor shall not exceed the total contract price reduced by payments already received by Contractor.

53.2 OWNER'S RIGHT TO TERMINATE CONTRACT FOR NONPERFORMANCE

Owner may terminate the Contract for Contractor's failure to perform the work in a timely or competent manner. Any monies due Contractor shall be paid the Contractor minus any monies due the Owner for completion of the work.

53.3 CONTRACTOR RIGHT TO TERMINATE CONTRACT FOR NONPERFORMANCE

Contractor may terminate the contract upon thirty (30) days written notice to the Owner. The total sum due the Contractor shall be in accordance with Article 53.1.

54. CORRECTION OF DEFECTIVE WORK AFTER FINAL ACCEPTANCE

The Contractor hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 1 year after the date of final acceptance of the work or within 1 year after the date of substantial completion established by the Owner's Designee for specified items of equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period for equipment qualifying as substantially complete is defined in Article 15, SUBSTANTIAL COMPLETION, and Article 65, SUBSTANTIAL COMPLETION DATE, in these GENERAL CONDITIONS. The Contractor also agrees to hold the Owner harmless from liability of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements necessary promptly upon receipt of written order for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work, and the Contractor and his Surety shall be liable for the cost thereof.

PROGRESS OF THE WORK

55. BEGINNING OF THE WORK

Before work shall be started and materials ordered, the Contractor shall meet and consult with the Owner and/or Owner's Designee relative to materials, equipment, and all arrangements for performing the work.

56. SCHEDULES AND PROGRESS REPORTS

Prior to starting the construction, the Contractor shall prepare and submit to the Owner's Designee for review, a progress schedule showing approximately the dates on which each part or division of the work is expected to be started and finished. The progress schedule shall be brought up to date and submitted to the Owner's Designee at the end of each month or at such other times the Owner's Designee may request.

The Contractor shall also forward to the Owner's Designee, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work. These progress reports

shall indicate the date of the purchase order, the current percentage of completion, estimated delivery, and cause of delay, if any.

If the completion of any part of the work or the delivery of materials is behind the approved schedule, the Contractor shall submit in writing a plan acceptable to the Owner and Owner's Designee for bringing the work up to schedule.

The Owner shall have the right to withhold progress payments for the work if the Contractor fails to update and submit the progress schedule and reports as specified.

57. PERFORMANCE OF THE WORK

It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the work are the essence of this Contract. The work shall be performed at such time, and in or on such part or parts of the project as may be required, to complete the project as contemplated in the Contract Documents and the approved construction schedule.

If the Contractor desires to carry on work at night or outside the regular hours, he shall give timely notice to the Owner's Designee to allow satisfactory arrangements to be made for inspecting the work in progress.

58. ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole, without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the Owner.

59. OWNER'S RIGHT TO DO WORK

If the Contractor should, in the opinion of the Owner's Designee, neglect to prosecute the work properly or should neglect or refuse at his own cost to take up and replace work as shall have been rejected by the Owner's Designee, then the Owner shall notify the Surety of the condition, and after 10 days' written notice to the Contractor and the Surety, or without notice if an emergency or danger to the work or public exists, and without prejudice to any other right which the Owner may have under the Contract, take over that portion of the work which has been improperly executed and make good the deficiencies and deduct the cost thereof from the payments then or thereafter due the Contractor.

60. OWNER'S RIGHT TO TRANSFER EMPLOYMENT

If the Contractor shall abandon the work or should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or shall fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he should fail to make prompt payment to subcontractors for material or labor, or persistently disregard laws, ordinances, or the instructions of the Owner's Designee, or otherwise be guilty of a substantial violation of any provision of the Contract or any laws or ordinance, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and Surety 7 days' written notice, transfer the employment for said work from the Contractor to the Surety. Upon receipt of such notice, such Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this Contract and employ, by Contract or otherwise, any qualified person or persons to finish the work and provide the materials therefore, in accordance with the Contract Documents, without termination of the continuing full force and effect of this Contract. In case of such transfer of

employment to such Surety, the Surety shall be paid in its own name on estimates according to the terms hereof without any right of the Contractor to make any claim for the same or any part thereof.

In lieu of the foregoing, if the Owner so elects, he may terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of completing the Contract, including compensation for additional managerial and administrative services, shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

61. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed in the progress of the work by any act or neglect of the Owner or the Owner's Designee, or by a separate Contractor employed by the Owner, or by strikes, lockouts, fire, unusual weather conditions, or unavoidable casualties, the Contractor, shall, within 48 hours of the start of the occurrence, give notice to the Owner of the cause of the potential delay and estimate the possible time extension involved. Within 7 days after the cause of the delay has been remedied, the Contractor shall give notice to the Owner of any actual time extension requested as a result of the aforementioned occurrence.

No extension of time will be granted to the Contractor for delays occurring to parts of the work that have no measurable impact on the completion of the total work under this Contract; nor will extension of time be granted for delays to parts of work that are not located on the critical path if the Critical Path Method (CPM) is used for scheduling the work.

No extension of time will be considered for weather conditions normal to the area in which the work is being performed. Unusual weather conditions, if determined by the Owner's Designee to be of a severity that would stop all progress of the work, may be considered as cause for an extension of Contract completion time.

Delays in delivery of equipment or material purchased by the Contractor or his subcontractors (including Owner-selected equipment) shall not be considered as a just cause for delay. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials.

Within a reasonable period after the Contractor submits to the Owner a written request for an extension of time, the Owner's Designee will present his written opinion to the Owner as to whether an extension of time is justified, and, if so, his recommendation as to the number of days for time extension. The Owner will make the final decision on all requests for extension of time.

In no event shall the Contractor be entitled under this Contract to collect or recover any damages, loss, or expense incurred by any delay other than as caused by the Owner, as stipulated in Article 73, NOTICE OF CLAIM FOR DELAY.

62. LIQUIDATED DAMAGES

Should the Contractor fail to complete the work, or any part thereof, in the time agreed upon in the Contract or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day, Sundays and legal holidays excluded, that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per-diem rate, as stipulated in the proposal. The said amounts are hereby agreed upon as liquidated damages for the loss to the Owner on account of expense due to the employment of Owner's inspectors, and other employees after the expiration of the time of completion, and on account of the value of the

operation of the works dependent thereon. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor. The Owner shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the Contractor or his Surety.

63. OTHER CONTRACTS

The Owner reserves the right to let other Contracts in connection with the work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the work under this Contract depends on the prior acceptable completion of work by others under separate Contract(s), the Contractor shall inspect and promptly report to the Owner's Designee any defects in such work that would adversely affect the satisfactory completion of the work under this Contract. The Contractor's failure to so inspect and report shall constitute acceptance of the work by others as being suitable for the proper reception and completion of the work under this Contract, excluding, however, those defects in the work by others that occur after the satisfactory completion of the work specified hereunder.

64. USE OF PREMISES

The Contractor shall confine his equipment, the storage of materials, and the operation of his workers to limits shown on the Drawings or indicated by law, ordinances, permits, or directions of the Owner's Designee, and shall not unreasonably encumber the premises with his materials. The Contractor shall provide, at his own expense, the necessary rights-of-way and access to the work which may be required outside the limits of the Owner's property.

The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

65. SUBSTANTIAL COMPLETION DATE

The Owner's Designee may, at his sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees, and to establish the date that the Owner will assume the responsibility for the cost of operating such equipment. Said notice shall not be considered as final acceptance of any portion of the work or relieve the Contractor from completing the remaining work within the specified time and in full compliance with the Contract Documents. "Substantial completion" of an operating facility shall be that degree of completion that will provide a minimum of 7 continuous work days of successful operation in which all performance and acceptance testing has been successfully demonstrated to the Owner's Designee. All equipment contained in the work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the substantial completion date. See "SUBSTANTIAL COMPLETION" under Article DEFINITIONS, of these GENERAL CONDITIONS.

65.1 FINAL COMPLETION

See "FINAL COMPLETION" under Article DEFINITIONS, of these GENERAL CONDITIONS.

66. PERFORMANCE TESTING

Operating equipment and systems shall be performance tested in the presence of the Owner's Designee to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by the Owner's Designee. Schedule such testing with the Owner's Designee at least 1 week in advance of the planned date for testing.

67. OWNER'S USE OF PORTIONS OF THE WORK

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work. Such use shall not be considered as final acceptance of any portion of the work, nor shall such use be considered as cause for an extension of the Contract completion time, unless authorized by a Change Order issued by the Owner.

68. CUTTING AND PATCHING

The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors shown upon or reasonably implied by the Drawings. Any defective work or material, performed or furnished by the Contractor that may be discovered by the Owner's Designee before the final acceptance of the work or before final payment has been made, shall be removed and replaced or patched, in a manner as approved by the Owner's Designee at the expense of the Contractor.

69. CLEANING UP

The Contractor shall, at all times, at his own expense, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the work. Upon completion of the construction, the Contractor shall, at his own expense, remove all temporary structures, rubbish, and waste materials resulting from his operations. Concrete rubble and stones only from the project site may be disposed of at Owyhee County Commissioner Joe Merrick's private pit which is located approximately five miles from the project site.

PAYMENT

70. PAYMENT FOR CHANGE ORDERS

Payment or credit for any alterations covered by a Change Order shall be determined by one or a combination of the methods set forth in A, B, or C below:

- A. UNIT PRICES. If applicable, those unit prices stipulated in the Proposal or unit prices negotiated and mutually acceptable to the Contractor and Owner
- B. LUMP SUM. A total sum for the work negotiated and mutually acceptable to the Contractor and Owner.

In "A" and "B" above, Contractor's quotations for Change Order shall be in writing and firm for a period of 30 days. Any compensation paid in conjunction with the terms of a Change Order shall comprise total compensation due the Contractor for the work or alteration defined in the Change Order. By signing the Change Order, the Contractor acknowledges that the stipulated compensation includes payment for the work or alteration plus all payment for the interruption of schedules, extended overhead, delay or any other impact claim or ripple effect, and by such signing

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specifically waives any reservation or claim for additional compensation in respect to the subject of the Change Order.

The Owner's request for quotations on alterations to the work shall not be considered authorization to proceed with the work prior to the issuance of a formal Change Order, nor shall such request justify any delay in existing work. Lump sum quotations for alterations to the work shall include substantiating documentation with an itemized breakdown of Contractor and subcontractor costs, including labor, material, rentals, approved service, overhead, and profit calculated as specified under "C" below.

C. **FORCE ACCOUNT WORK.** If the method of payment cannot be agreed upon prior to the beginning of the work, and the Owner or the Owner's Designee directs that the work be done by written Change Order or on a force account basis, then the Contractor shall furnish labor, equipment, and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment will be made for the documented actual cost of the following:

1. Labor, including foremen, who are directly assigned to the force account work: (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance, and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by the Owner.
2. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or his subcontractor.
3. Rental or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of \$100.
4. Additional bond, as required and approved by the Owner.
5. Additional insurance (other than labor insurance) as required and approved by the Owner.

To costs under "C". "FORCE ACCOUNT WORK", there shall be added the following fixed fees for the Contractor or subcontractor actually performing the work:

A fixed fee of 20 percent of the cost of Item 1 above,

A fixed fee of 15 percent added to the cost of Items 2 and 3, and

A fixed fee of 6 percent added to the cost of Items 4 and 5 above.

An additional fixed fee of 10 percent shall be allowed the Contractor for the administrative handling of portions of the work that are performed by an approved subcontractor. No additional fixed fee will be allowed for the administrative handling of work performed by a subcontractor of a subcontractor, unless by written permission from the Owner.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense.

The Owner reserves the right to furnish such materials and equipment as he deems expedient and the Contractor shall have no claim for profit or added fees on the cost of such materials and

equipment.

For equipment under Item 3 above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.

The Contractor shall maintain his records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations. The Contractor shall furnish the Owner's Designee report sheets in duplicate of each day's force account work no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

Material charges shall be substantiated by valid copies of vendors' invoices. Such invoices shall be submitted with the daily report sheets, or, if not available, they shall be submitted with subsequent daily report sheets. Said daily report sheets shall be signed by the Contractor or his authorized agent.

To receive partial payments and final payment for force account work, the Contractor shall submit in a manner approved by the Owner's Designee, detailed and complete documented verification of the Contractor's and any of his subcontractors' actual current costs involved in the force account work pursuant to the issuance of an approved Change Order. Such costs shall be submitted within 30 days after said work has been performed.

No payment will be made for work billed and submitted to the Owner's Designee after the 30-day period has expired. No extra or additional work shall be performed by the Contractor, except in an emergency endangering life or property, unless in pursuance of a written Change Order, as provided in Article 19, ALTERATIONS.

71. PARTIAL PAYMENTS

A. GENERAL

Nothing contained in this Article shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work, should such work be later found not to comply with the provisions of the Contract Documents. All estimated quantities of work for which partial payments have been made are subject to review and correction on the final estimate.

B. ESTIMATE

Before the first working day of each calendar month, the Contractor shall submit to the Owner's Designee a detailed estimate of the amount earned for the separate portions of the work, and request payment. As used in this article, the words "amount earned" means the value, on the date of the estimate for partial payment, of the work completed in accordance with the Contract Documents, and the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the work. If the

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Contractor's estimate of amount earned conforms with the Owner's Designee's evaluation, the Owner's Designee will calculate the amount due the Contractor and make recommendation to the Owner for payment. Forms for periodic estimate for partial payment (2 pages) are available at the Owner's office.

C. RETAINAGE

The Owner will deduct and retain 5 percent of all amounts due the Contractor. This retainage shall be paid 30 days following the date of substantial completion, after a release has been obtained from the Tax Commission.

D. PARTIAL PAYMENT FOR MATERIALS DELIVERED

Qualification for partial payment for materials delivered but not yet incorporated into the work shall be as described below.

Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. Only those materials for which the Contractor can transfer clear title to the Owner will be qualified for partial payment.

To receive partial payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the Contractor to submit to the Owner's Designee, at least 7 days prior to the end of said month, a list of such materials. At this sole discretion, the Owner's Designee will approve items for which partial payment is to be made. The Contractor's actual net cost for the materials must be supported by invoices of supplies. Proper storage and protection shall be provided by the Contractor, and as approved by the Owner's Designee. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the work.

E. PAYMENT

After deducting the retainages and the amount of all previous partial payments made to the Contractor, the amount earned as of the current month will be made payable to the Contractor 21 days after the last day of said month.

72. ATTORNEYS' FEES

In the event that legal proceedings are brought or commenced to enforce the terms of this Contract, the prevailing party shall be entitled to recover from the other party all costs and expenses of such proceedings, including reasonable attorneys' fees, whether or not any proceedings are prosecuted to judgment.

73. CLAIMS

In any case where the Contractor deems additional compensation is due him for work or materials not clearly covered in the Contract or not ordered by the Owner's Designee according to provisions of Article 19, ALTERATIONS, the Contractor shall notify the Owner's Designee, in writing, of his intention to make claim for such compensation before he begins the work on which he bases the claim, in order that such matters may be settled, if possible, or other appropriate action promptly

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taken. If such notification is not given or the Owner's Designee is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor hereby agrees to waive the claim for such additional compensation. Such notice by the Contractor and the fact that the Owner's Designee has kept account of the cost as aforesaid shall not in any way be construed as proving the validity of the claim. Claims for additional compensation shall be made in itemized detail and submitted, in writing, to the Owner and Owner's Designee within 10 days following completion of that portion of the work for which the Contractor bases his claim. In case the claim is found to be just, it shall be allowed and paid for as provided in Article 70, PAYMENT FOR CHANGE ORDERS, or it shall be allowed and paid under a supplemental agreement to be entered into between parties to the Contract.

74. NOTICE OF CLAIM FOR DELAY

If the Contractor intends to file a claim for additional compensation for a delay caused by the Owner at a particular time, he shall file a notice of claim with the Owner within 7 days of the beginning of the occurrence. The notice of claim shall be in duplicate, in writing, and shall state the circumstances and the reasons for the claim, but need not state the amount. No claim for additional compensation will be considered unless the provisions of Article 61, DELAYS AND EXTENSION OF TIME, are complied with, and a notice of claim has been filed with the Owner in writing, as stated above.

75. RELEASE OF LIENS OR CLAIMS

Before the Owner pays the Contractor his final payment for the work, the Contractor shall sign and deliver to the Owner a release of liens or claims sworn to under oath and duly notarized. The release shall state that the Contractor has satisfied all claims and indebtedness of every nature in any way connected with the work, including (but not limiting the generality of the foregoing) all payrolls, amounts due to subcontractors, accounts for labor performed and materials furnished, incidental services, liens, and judgments.

If any lien or claim remains unsatisfied after all payments to the Contractor are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien or claim, including all costs and a reasonable attorney's fee.

76. PAYMENTS WITHHELD

The Owner's Designee may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary reasonably to protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Article 71. If the Owner's Designee is unable to make representation to the Owner as provided in Article 71 and to certify payment in the amount of the Application, he will notify the Contractor. If the Contractor and the Owner's Designee cannot agree on a revised amount, the Owner's Designee will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Owner. The Owner's Designee may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

- .1 defective work not remedied
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims,
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
- .4 reasonable evidence that the work cannot be completed for the unpaid balance of the

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- Contract Sum,
- .5 damage to the Owner or another contractor,
- .6 reasonable evidence that the work will not be completed within the Contract Time, or
- .7 persistent failure to carry out the work in accordance with the Contract Documents.

77. FINAL PAYMENT

Written notice by the Contractor to the Owner's Designee that he has completed his part of the Contract, together with his request for final payment, shall be deemed to constitute and shall constitute a certification by the Contractor of complete compliance by Contractor with all Idaho statutes with specific reference to Public Works Contractors' State License Law, Title 54, Chapter 19, Idaho Code, as amended, in connection with all work pertaining to all claims for payment on this Contract.

78. NO WAIVER OF RIGHTS

Neither the inspection by the Owner, through the Owner's Designee or any of his employees, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Owner's Designee, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

79. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the final payment shall release the Owner from all claims and all liability to the Contractor for all things done or furnished in connection with the work, and every act of the Owner and others relating to or arising out of the work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from obligations under this Contract and the Performance, Payment, and other bonds and warranties, as herein provided.

80. EQUAL OPPORTUNITY

The Contractor shall maintain policies of employment as follows:

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

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

PART 4
GENERAL REQUIREMENTS
AND
TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

1. PROJECT DESCRIPTION

A brief description of the work is stated in the ADVERTISEMENT FOR BIDS. To determine the full scope of the project or any particular part of the project, coordinate the applicable information in the several parts of these Contract Documents.

2. SEQUENCE OF OPERATIONS

COORDINATION

Contractors shall cooperate in the coordination of their separate activities in a manner that will provide the least interference with the Owner's operations and other contractors and utility companies working in the area, and in the interfacing and connection of the separate elements of the overall project work.

If any difficulty or dispute should arise in the accomplishment of the above, the problem shall be brought immediately to the attention of the Owner's Designee.

All Contractors working on this site are subject to this requirement for cooperation, and all shall abide by the Owner's Designee's decision in resolving project coordination problems without additional cost to the Owner.

3. WORK TO BE PERFORMED BY THE OWNER OR OTHER CONTRACTORS

During the construction period for this project, the Owner (either with his own forces or under a separate contract) will be performing work that will require the cooperation of the Contractors in kiosk and coordination to avoid conflicts.

In particular, the Contractor's attention is directed to:

4. SITE CONDITIONS

SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, access to the site, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract.

The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from his inspection of the site and from reviewing any available records of exploratory work furnished by the Owner or included in these documents. Failure by the Contractor to acquaint himself with the physical conditions of the site and all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

The Contractor warrants that as a result of his examination and investigation of all the aforesaid data that he can perform the work in a good and workmanlike manner and to the satisfaction of the

Owner. The Owner assumes no responsibility for any representations made by and of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefor is assumed by the Owner.

INFORMATION ON SITE CONDITIONS

Any information obtained by the Owner's Designee regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities as applicable, and similar data will be available for inspection at the office of the Owner's Designee upon request. Such information is offered as supplementary information only. Neither the Owner's Designee nor the Owner assumes any responsibility for the completeness or interpretation of such supplementary information.

SUBSURFACE INVESTIGATION

No test holes or borings have been made by the Owner; however, any information the Owner may have concerning subsurface conditions will be made available to the Contractors upon request.

The Contractor shall examine the site and may make arrangements with the Owner to conduct his own subsurface investigation.

UNDERGROUND UTILITIES

Known utilities and structures adjacent to or encountered in the work are shown on the Drawings. The locations shown are taken from existing records and the best information available from existing utility plans; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the Owner or the Owner's Designee for their accuracy or completeness.

CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

Where the Contractor's operations could cause damage or inconvenience to railway, telegraph, telephone, television, power, oil, gas, water, sewer, or irrigation systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the Contractor.

Notify all utility offices which are affected by the construction operation at least 48 hours in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities.

The Contractor shall be solely and directly responsible to the operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.

Neither the Owner nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.

In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside

working hours unless prior approval is granted.

In the event the Contractor encounters water service lines that interfere with trenching, he may, by obtaining prior approval of the property Owner, Water Department, or Fire Department as applicable, and the Owner's Designee, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense.

The Contractor shall replace, at his own expense, any and all other existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents or ordered by the Owner's Designee.

INTERFERING STRUCTURES

Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground. An attempt has been made to show major structures on the Drawings. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and it is presented simply as a guide to avoid known possible difficulties.

FIELD RELOCATION

During the progress of construction, it is expected that minor relocations of the work may be necessary. Such relocations shall be made only by direction of the Owner's Designee. If existing structures are encountered which prevent the construction, and which are not properly shown on the Drawings, notify the Owner's Designee before continuing with the construction in order that the Owner's Designee may make such field revisions as necessary to avoid conflict with the existing structures. If the Contractor shall fail to so notify the Owner's Designee when an existing structure is encountered, and shall proceed with the construction despite this interference, he shall do so at his own risk.

EASEMENTS

Where portions of the work are located on public or private property, easements and permits will be obtained by the Owner. Easements will provide for the use of property for construction purposes to the extent indicated on the easements. Copies of these easements and permits are available upon request to the Owner. It shall be the Contractor's responsibility to determine the adequacy of the easement obtained in every case and to abide by all requirements and provisions of the easement. The Contractor shall confine his construction operations to within the easement limits or street right-of-way limits or make special arrangements with the property owners or appropriate public agency for the additional area required. Any damage to property, either inside or outside the limits of the easements provided by the Owner, shall be the responsibility of the Contractor as specified herein. The Contractor shall remove, protect, and replace all fences or other items encountered on public or private property. Before final payment will be authorized by the Owner's Designee, the Contractor will be required to furnish the Owner with written releases from property owners or public agencies where side agreements or special easements have been made by the Contractor or where the Contractor's operations, for any reason, have not been kept within the construction right-of-way obtained by the Owner.

It is anticipated that the required easements and permits will be obtained before construction is started. However, should the procurement of any easement or permit be delayed, the Contractor shall schedule and perform the work around these areas until such a time as the easement or permit has been secured.

LAND MONUMENTS

The Contractor shall notify the Owner's Designee of any existing Federal, State, City, County, and private land monuments encountered. Private monuments that are within 5 feet of the trench centerline shall be preserved, or replaced by a licensed surveyor at the Owner's expense. When Government monuments are encountered, the Contractor shall notify the Owner's Designee at least 2 weeks in advance of the proposed construction in order that the Owner's Designee will have ample opportunity to notify the proper authority and reference these monuments for later replacement.

5. TEMPORARY CONSTRUCTION UTILITIES AND FACILITIES

TEMPORARY WATER

No water is available at the project site. The Contractor shall make his own arrangements to obtain suitable water and shall pay all costs.

TEMPORARY ELECTRIC POWER

No electric power is available at the site. The Contractor shall make arrangements to obtain and pay for electrical power used until final acceptance by the Owner.

SAFETY REQUIREMENTS FOR TEMPORARY ELECTRIC POWER

Temporary electric power installation shall meet the construction safety requirements of OSHA, State, and other governing agencies.

SANITARY FACILITIES

The Contractor shall provide and maintain sanitary facilities for his employees and his subcontractors' employees that will comply with the regulations of the local and State Departments of Health and as directed by the Owner's Designee.

STORAGE OF MATERIALS

Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground. Delicate instruments and materials subject to vandalism shall be placed under locked cover and, if necessary, provided with temperature control as recommended by the manufacturer. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the Owner or lessee.

6. PUBLIC SAFETY AND CONVENIENCE

ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS

Authorized representatives of the Idaho Department of Health and Welfare, and other government officials shall at all times have safe access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

PROTECTION OF PROPERTY

Protect stored materials, cultivated trees and crops, and other items located adjacent to the proposed work. Notify property owners affected by the construction at least 48 hours in advance of the time construction begins. During construction operations, construct and maintain such

facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his residence or place of business for a period exceeding 8 hours, unless the Contractor has made special arrangements with the affected persons.

Provide for access at all times for livestock through farm areas, and no portion of farmlands in which livestock are pastured shall be cut off from ready access by the farm animals.

FIRE PREVENTION AND PROTECTION

The Contractor shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable Federal, local, and State fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations, (NFPA No. 241) shall be followed.

ACCESS FOR POLICE, FIRE, AND POSTAL SERVICE

Notify the Fire department and Police Department before closing any street or portion thereof. No closing shall be made without the Owner's approval. Notify said departments when the streets are again passable for emergency vehicles. Do not block off emergency vehicle access to consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, without special written permission from the Fire Department. Conduct operations with the least interference to fire equipment access, and at no time prevent such access.

The Contractor shall leave his night emergency telephone number or numbers with the Police Department, so that contact may be made easily at all times in case of barricade and flare trouble or other emergencies.

Maintain postal service facilities in accordance with the requirements of the U. S. Post Office Department. Move mailboxes to temporary locations designated by the Post Office Department, and at the completion of the work in each area, replace them in their original location and in a condition satisfactory to the U. S. Post Office Department.

7. PRESERVATION, RESTORATION, AND CLEANUP

SITE RESTORATION AND CLEANUP

At all times during the work, keep the premises clean and orderly, and upon completion of the work, repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.

Stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences, regardless of whether these are on private property, or on City, State, or County rights-of-way. Remove all excavated materials from grassed and planted areas, and leave these surfaces in a condition equivalent to their original condition. Replace top soiled areas as specified in the Technical Specifications, raked and graded to conform to their original contours.

All existing drainage ditches and culverts shall be reopened and graded and natural drainage restored. Restore culverts broken or damaged to their original condition and location.

Upon completion of pipe laying and backfilling operations, hand-rake and drag all former grassed and planted areas, leaving all disturbed areas free from rocks, gravel, clay, or any other foreign material. The finished surface shall conform to the original surface, and shall be free-draining and

free from holes, ruts, rough spots, or other surface features detrimental to a seeded area.

FINISHING OF SITE, BORROW, AND STORAGE AREAS

Upon completion of the project, all areas used by the Contractor shall be properly cleared of all temporary structures, rubbish, and waste materials and properly graded to drain and blend in with the abutting property.

Areas used for the deposit of waste materials shall be finished to properly drain and blend with the surrounding terrain.

REMOVAL OF ROCK FROM FINISHED SURFACES

Remove and dispose of all loose rock and boulders larger than 2-inch diameter occurring on the finished surfaces as a result of the construction operations.

STREET CLEANUP DURING CONSTRUCTION

Thoroughly clean all spilled dirt, gravel, or other foreign material caused by the construction operations from all streets and roads at the conclusion of each day's operation.

DUST PREVENTION

Give all unpaved streets, roads, detours, or haul roads used in the construction area an approved dust-preventive treatment or periodically water to prevent dust. Applicable environmental regulations for dust prevention shall be strictly enforced.

8. SUBMITTALS DURING CONSTRUCTION

GENERAL

Requirements in this section are in addition to any specific requirements for submittals specified in other sections of these Contract Documents.

Submitted data shall be fully sufficient in detail for determination of compliance with the Contract Documents.

Approval of substitutions, schedules, lists of materials, and procedures submitted or requested by the Contractor shall not add to the Contract amount, and any additional costs which may result therefrom shall be solely the obligation of the Contractor.

It shall not be the responsibility of the Owner to provide engineering or other services to protect the Contractor from additional costs accruing from such approvals.

The Owner is not precluded, by virtue of review, acceptance, or approval, from obtaining a credit for construction savings resulting from allowed concessions in the work or materials therefor.

No equipment or material for which listings, drawings, or descriptive material is required shall be installed until the Owner's Designee has on hand copies of such approved lists and the appropriately final shop drawings.

The review of drawings by the Owner's Designee will be limited to general design requirements only, and shall in no way relieve the Contractor from responsibility for errors or omissions contained therein.

Submittals will be acted upon by the Owner's Designee as promptly as possible, and returned to the Contractor not later than the time allowed for review in SHOP DRAWING SUBMITTAL PROCEDURE. Delays caused by the need for resubmittals shall not constitute reason for an extension of Contract time.

SHOP DRAWING REQUIREMENTS

Shop drawings referred to herein shall include shop drawings and other submittals for both shop and field-fabricated items. The Contractor shall submit, as applicable, the following for all prefabricated or manufactured structural, mechanical, electrical, plumbing, process systems, and equipment:

Shop drawings or equipment drawings, including dimensions, size and location, of connections to other work, and weight of equipment.

Catalog information and cuts.

Installation or placing drawings for equipment, drives, and bases.

Supporting calculations for equipment and associated supports specified to be designed by equipment manufacturers or suppliers.

Wiring and control diagrams of systems and equipment.

Complete manufacturer's specifications, including materials description and paint system.

Suggested spare parts list with current price information.

List of special tools required for checking, testing, parts replacement, and maintenance. (Special tools are those which have been specially designed or adapted for use on parts of the equipment, and which are not customarily and routinely carried by maintenance mechanics.)

List of special tools furnished with the equipment.

List of materials and supplies required for the equipment prior to, and during startup.

List of materials and supplies furnished with the equipment.

Special handling instructions.

Requirements for storage and protection prior to installation.

Requirements for routine maintenance required prior to plant startup.

List of all requested exceptions to the Contract Documents.

The submittals shall include satisfactory identification of items, units, and assemblies in relation to the Specification section number.

Should the Contractor propose any item on his shop drawings, or incorporate an item into the work, and that item should subsequently prove to be defective or otherwise unsatisfactory, (regardless of the Owner's Designee's preliminary review), the Contractor shall, at his own expense, replace the item with another item that will perform satisfactorily.

9. PAYMENT

Payment for the work in this section will be included as part of the lump sum bid or applicable unit prices stated in the Proposal for each schedule.

COMPONENT 1 TECHNICAL SPECIFICATIONS

MOBILIZATION / DEMOBILIZATION

1. Description

Mobilization / Demobilization includes all preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site; for the establishment of offices, buildings and other facilities necessary for work on the project, for premiums on bond and insurance for the project; and for all other work and operations which must be performed before beginning work on the various contract items. Costs associated with providing, installing, and removal of BMPs shall be considered incidental to this item.

Estimated quantity of fiber wattles for use at the end of the boat ramp is 80 feet. Materials and construction method shall be per the attached BMPs and per manufactures recommendations. Contractor shall confirm with owner regarding location of BMPs prior to installation. Removal of BMPs will be required at the end of the project and shall be included in cost of this item. Fiber wattles shall be installed at the end of each day between the reservoir and any disturbed ground. During the work of constructing the pre-cast/push-in-place ramp section, including concrete pour, fiber wattles shall be in placed between work and reservoir.

2. Method of Measurement and Pay:

Payment for mobilization / demobilization will be made at the contract unit price per lump sum.

CONCRETE BOAT RAMP

1. Description

The work consists of constructing 60 foot wide concrete boat ramp at 14 percent slope at the location shown in the plans. The lower 32.5 ft. long section will be pre-cast/push-in-place. The upper 18.6 ft. long section will be cast in place and includes a vertical curve section on the upper end. The work includes brush removal, excavation, gravel base, forms, reinforcing steel material and placement, placing and finishing concrete.

2. Construction and Material Requirements:

Ramp construction will be per details within the plans. All work and construction methods shall meet all applicable sections of Division 700 of Idaho Standards for Public Works

Construction (ISPWC).

Location of boat ramp as shown in the plans is approximate, final location will be determined in the field by the Engineer or Engineer's Representative. Ramp will be surveyed and staked by owner.

Concrete:

1.1 All concrete shall be obtained from a ready-mix plant.

1.2 Contractor shall make 1 ea. standard concrete cylinder per load of concrete used on the project. Cylinders shall be standard 6" diameter x 12" long. Procedures for making, initial curing, and transportation concrete test specimens in the field shall be accordance with AASHTO T23. Testing of cylinders for concrete strength shall be performed by a qualified lab. Owner will communicate with contractor regarding age necessary to "break" cylinders. All costs associated with making, storing, transporting, testing, and reporting results of concrete cylinders shall be considered incidental to concrete bid items.

1.3 Concrete thickness for the pre-cast/push-in-place sections of boat ramp shall be a minimum of 6 inches. Concrete thickness for the cast-in-place boat ramp section shall be a minimum of 6 inches.

1.4 Concrete mix

- 1.4.1 Design mix shall be ultimate strength 4,000 psi, at 28 days
- 1.4.2 1-inch maximum aggregate size
- 1.4.3 Maximum water/cement ratio equal to 0.45
- 1.4.4 6 percent (+ or - 1.5%) air entrainment
- 1.4.5 Water reducing admixture conforming to ASTM CA9A.
- 1.4.6 Slump-2 to 4 inches

1.5 Concrete Finishing – Boat Ramp V-Groove Finish.

1.5.1 V-groove finishes shall be provided on all concrete launching ramp surfaces to ensure maximum vehicle traction (see drawing details). V-grooves are to be 1" x 1", and aligned at 60° to the longitudinal axis of the launching ramp.

1.5.2 Upper 4 ft. of ramp shall have a rough broom finish.

1.6 Workmanship: Preparation, placement of concrete, curing, protection, and field quality control shall adhere to ISPWC Section 703.

Structural Reinforcing

1.1 Reinforcing bars shall be ASTM A615, minimum of Grade 60.

- 1.2 All reinforcing steel shall be placed as shown on the drawings. Steel shall be centered in the slab's thickness. Rebar not adequately supported shall be basis for delay in placement of the concrete.
- 1.3 All tempered steel shall be continuous or lapped a minimum of 15 inches at bar ends.
- 1.4 After reinforcement is placed and before the concrete is placed, the placement of the reinforcement and dowels must be inspected by the Owner. The Owner must be notified in sufficient time in order to plan for the inspection.

Precast/Push-in-Place Slab

- 1.1 Aggregate to be used beneath the push-in-place portion of ramp shall be clean angular 2" aggregate, 8 in. thick layer. See plans and Bid Item 4.
- 1.2 Temporary embankment will be required for purpose of forming and pouring push-in-place ramp. Temporary embankment will need to be the same slope as final slope of ramp so that when pushing ramp, no change in slope will occur. After pushing the slab, temporary embankment shall be removed to facilitate construction of base and cast-in-place (upper) portion of ramp.
- 1.3 It is recommended that 3 layers of visqueen be used to pour concrete onto for the push-in slabs. This will provide a fairly smooth surface on the bottom and reduce the friction while pushing the slab into place. It is also recommended a bevel be formed in the bottom of the slabs' leading edge to reduce the potential of "digging in" while pushing.
- 1.4 Grade/Slope guide rails for grade control of the push-in-place slab shall be used. The type of rails used is at the discretion of the Contractor, but must be durable enough to maintain their integrity during the process. Suggested rail are: schedule 40 or heavier steel pipe or steel I-Beams spaced approximately 6 feet apart, or as needed for establishing and maintaining grade. Each rail shall be one continuous section; any splices shall be butt welded with 95% end area welded. After the subgrade has been prepared and approved by the Owner's Designee, the rails shall be installed to ensure proper ramp elevations. After rails are installed, additional crushed aggregate shall be placed alongside the rails to match the same elevations. The rails shall be installed in such a manner as to provide a firm stable structure to allow the push-in-place slabs to be moved from the casing location to the final location without deviating from the design location, elevations and slope.
- 1.5 Moving of Push-in-Place Slabs: The slabs shall be pushed into place with construction equipment whose combined weight equals or exceeds the weight of the slab to be moved. It is anticipated that 3 medium to large size dozers will be needed. The Owner's Designee shall be notified a minimum of 48 hours in advance of the scheduled time to move the slabs to their final locations. The slabs shall be fully supported at all times by either the subgrade or guide rails. Care shall be taken to not damage exposed reinforcement bars. The contractor shall be responsible for any structural damage to the slab that occurs during moving the slab to its final location.

Scheduling

- 1.1 In-stream work of removing existing ramp, grade work for new ramp, pushing the precast push-in-place portion of the boat ramp into the reservoir, and placement of riprap into the water shall be performed in the work window beginning with a start date

to be coordinated with the Owner and the Black Sands Resort, but no later than September 20, 2016. Minimum of 10 days to cure are required prior to pushing ramp into reservoir. Contractor may push ramp sooner than 10 days from the date of pour by submitting results of two (2) compressive strength test which indicate 3,500 psi is obtained.

- 1.2 Construction of the cast-in-place portion of the ramp shall occur promptly after “pushing in” the precast portions.

Miscellaneous

- 1.1 Construction staking will be performed by the Owner.
- 1.2 Brush and vegetation removal may be required prior to excavation, and be considered incidental to this bid item. Contractor shall protect vegetation which is not essential for construction of Ramp.
- 1.3 The contractor shall ensure that all work shall comply with the Idaho Water Quality Standards as stated in IDAPA 58.01.02. Bids shall include use of Best Management Practices (BMP's) to protect all disturbed ground surface from storm water runoff.
- 1.4 All requirements within US Army CORPS permit and Idaho Department of Water Quality permit shall be followed. The permits will be provided to the successful bidder.
- 1.5 Engineer reserves the right to adjust elevations and locations to improve the function of the site.

3. Method of Measurement and Pay:

Concrete boat ramp will be measured and paid per lump sum. Bid price will include earthwork, forms, reinforcing steel, formwork, concrete material, concrete finishing, stripping forms, and backfill.

Excavation and backfill for ramp and apron shall be considered incidental to this bid item. Furnishing, placing, and compacting crushed aggregate base for ramp and apron shall be considered incidental to this bid item. Estimated quantity of Boat Ramp is 1 LS.

3. ¾” CRUSHED AGGREGATE BASE

1. Description

The work consists of providing, placing, and compacting gravels beneath cast-in-place portion of boat ramp and all other concrete items. Gravels used for the boat ramp, concrete flatwork, and abutments are shown in the plans.

2. Construction and Material Requirements:

Locations of boat ramp, concrete flatwork and abutments are shown on the plans. The Owner's Designee reserves the right to adjust locations and elevations to improve the function of the facility. Material will also be used to blend final top surface of ramp to existing gravel

surface for a smooth transition.

Crushed Aggregate Base material shall be ¾" (Type I) per Section 802 of the ISPWC. Construction methods shall meet the requirements within the applicable sections of the ISPWC. Gradation test results shall be submitted to the Owner for approval prior to material being delivered to project.

Work includes providing, placing and compacting (95% ASTM D698) Crushed Aggregate Base material. Water used for compaction will be considered incidental to this item.

3. Method of Measurement and Pay:

¾" Crushed Aggregate Base material will be measured and paid per cubic yard. Bid price will include grading, providing, placing, and compacting material. Estimated quantity of ¾" Crushed Aggregate for Base is 44 yds³.

4. 2" CRUSHED ROCK

1. Description

The work consists of providing, placing, and compacting 2" Crushed Rock material for use beneath the push-in-place portions of the boat ramp. See plans for placement.

2. Construction and Material Requirements:

2" Crushed Rock aggregate to be used beneath the push-in-place portions of ramp shall be clean angular 2" aggregate, 8 in. thick layer. Material shall be clean, angular, crushed or screened quarry rock, free of clay coatings, lumps and soft or flaky particles. Gradation: 100% passing 2 1/2in. sieve, 25-50% passing 1 in. sieve, 0-4% passing 3/8 in. sieve. 100% fractured faces is required. Gradation test results shall be submitted to the Owner for approval prior to material being delivered to project.

Work includes providing, placing and compacting 2" Crushed Rock material.

3. Method of Measurement and Pay:

2" Crushed Rock material will be measured and paid per cubic yard. Bid price will include providing and placing material. Estimated quantity of 2" Crushed Rock is 53 yds³.

5. RIP-RAP

1. Description

The work consists of providing and placing Rip-Rap on the end and sides of the new concrete boat ramp.

2. Construction and Material Requirements:

Work includes providing and installing 6" angular riprap and non-woven geotextile fabric per plans and per suppliers' recommendations. Location of Rip-Rap shall be on the lower end of the boat ramp and both sides of push-in-place section of ramp as shown on cross section on Sheet 4. Rip-Rap shall be provided and installed per Section 206.2.7, Subsections A & B of the ISPWC for Loose Riprap.

3. Method of Measurement and Pay:

Rip-Rap will be measured and paid per cubic yards. Estimated quantity of Rip-Rap is 10 yds³.

6. REMOVAL OF EXISTING RAMP

1. Description

The work consists of removal of existing concrete ramp. The existing concrete ramp is approximately 60' wide x 45' long. The concrete thickness and amount of reinforcement steel within the old ramp and ramp blocks is unknown. Costs associated with removal and disposal of existing dock sections, hardware, and any anchor system are considered incidental to this item.

2. Construction and Material Requirements:

Location of existing ramp is shown in the plans.

Concrete rubble and old dock materials shall be removed from the site and disposed of in an approved waste site. Contractor shall submit in writing the proposed waste site, for approval, prior to demolition. Owner shall retain docks that are currently in place.

3. Method of Measurement and Pay:

Removal of existing ramp will be paid per lump sum. Bid price will include reducing concrete to small chunks, hauling off and disposal of rubble. Estimated quantity of Removal of Existing Ramp is 1 L.S.

7. CONCRETE FLATWORK AND ABUTMENTS

1. Description

The work consists of constructing two concrete abutments, ADA parking pad, pad for outhouse kiosk, and sidewalk.

2. Construction and Material Requirements:

Locations of both abutments and all concrete flatwork are shown in the plans. Owner has the right to adjust the locations to improve function of site. Thicknesses of all concrete flatwork are shown in the plans.

Surface finish of concrete abutments, ADA Parking pad, pad for outhouse kiosk and sidewalk shall be a rough broom finish. All exposed corners of abutments shall have $\frac{3}{4}$ " x $\frac{3}{4}$ " chamfers. All concrete material and construction methods shall meet requirements of applicable sections of Division 700 of ISPWC.

3. Method of Measurement and Pay:

Construction of two concrete abutments and all concrete flatwork, which includes ADA Parking Pad, Pad for outhouse kiosk, and sidewalk, will be paid per lump sum. Bid price will include earthwork, forms, reinforcing steel, formwork, concrete material, concrete finishing, stripping forms, and backfill.

Estimated quantity of Concrete Flatwork and Abutments is 1 L.S.

END COMPONENT ONE

**COMPONENT 2
TECHNICAL SPECIFICATIONS**

MOBILIZATION / DEMOBILIZATION

1. Description

Mobilization / Demobilization includes all preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site; for the establishment of offices, buildings and other facilities necessary for work on the project, for premiums on bond and insurance for the project; and for all other work and operations which must be performed before beginning work on the various contract items.

DOCKS, PILES AND GANGWAYS

1. Description:

The work consists of providing and installing 6 each 10” diameter steel piles, 6 each 8’ x 20’ docks and 2 each 4’ x 12’ gangways. All hardware for a complete system is included in this bid item.

2. Construction and Material Requirements:

Locations of piles, docks and gangways are shown in the plans. Owner has the right to adjust the locations to improve function of site.

Piles shall be 10” diameter steel pipe with ¼” minimum wall thickness. Piles shall be driven plumb +/- ¼” per foot. Piles shall be driven a 15’ min. embedment with 4’ of pile above surface of docks after final diving. Dome or semi-pointed pile caps made of either steel or PVC material shall be securely attached to end of piles after final driving.

DOCKS

Dock sections shall be 8’ x 20’ each. Docks shall have galvanized steel frame, poly floats black in color, 1” composite decking (Moisture Shield, ChoiceDek, or approved equal), single row of 1” composite fascia board, continuous bumper stripping, and 12 total 10” galvanized iron cleats. Docks shall be connected together in the configuration as shown on the plans with hinged connections.

- Dead load freeboard of docks shall be between 14” and 19”.
- Design live loads for docks shall be a combination of 30 psf uniform load and 450 lb. point load applied to any point on the deck 12” or more from any edge.
- Polyethylene encased floats shall be 0.15” nominal thickness, shall be resistant to oil, gas, chemicals, marine life, and UV light.
- Frames shall be either hot-dipped Galvanized steel or 6061 grade aluminum alloy. If galvanized steel is chosen, the galvanizing treatment shall be per ASTM A 123 and coated after all fabrication welding and drilling of holes. Dock frame shall contain supports to ensure span of 2x6 decking between 12” and 16”.
- Hardware for galvanized frames shall be galvanized. Hardware used of aluminum frames shall be stainless steel.
- Decking shall be 2x6 nominal size composite decking or equally approved material. or better material. Attach decking material to frame with galvanized fasteners. Decking to cover the entire frame with no gaps between boards at the time of installation and be continuous from edge to edge of dock.
- Continuous horizontal bumper stripping shall be “Dock End Bumpers #5002 (Heavy Duty)” by Dock Accents, or approved equal. White in color. The bumpers shall be installed on both sides of all sections and the end of the last section of dock.
- Docks to be attached to the piles with hoop pile holders. Hoops shall have adequate clearance around piles to allow docks to freely move with varying water levels and wave action. Hoops to be mounted to the exterior of the dock. They shall be made of 1.5” or larger schedule 40 pipe. A 6” solid rubber roller assembly may be attached to the pile hoop or directly to the dock to provide better movement. Hoops and all hardware shall be hot dipped galvanized.

GANGWAY

Aluminum gangways shall be 4’ wide x 12’ long. Gangways to be attached with hinge plates to concrete abutments and rollers with roller plates on docks. Gangways shall be ADA compliant with 100 psf live load rating. Transitions from abutments to gangways and from gangways to docks shall be ADA compliant.

- All materials for gangways shall be ASTM 6061-T6 grade aluminum alloy. Fasteners shall be stainless steel.
- Handrails shall be of similar alloy, 42” tall, installed both sides of gangways and meet ADA requirements.
- Planking shall be of similar alloy with slip resistant surface meeting ADA requirements.

1. Method of Measurement and Pay:

Materials and installation for a complete system of 6 each piles, 6 each docks, 2 each gangways, mobilization and all hardware will be measured and paid per lump sum.

Estimated quantity of Docks, Piles and Gangways is 1 L.S.

END COMPONENT 2

PART 5
LOCATION MAP AND DRAWINGS