

Lewis-Clark State College
Castellaw Kom Architects (23043)

ADDENDUM NUMBER ONE

January 2, 2025

To all contract bidders of record for the work titled:

Lewis-Clark State College

LCSC #240005

Pi'amkinwaas Phase 1 Renovation

1112/1114 7th Street

Lewiston, ID 83501

Architect's Project Number: 23043

Please notify everyone concerned (subcontractors and suppliers) as to the issuance and contents of this Addendum prior to the date of bid opening. This Addendum is a part of the contract documents and modifies them as follows:

GENERAL

- I. **Plan Holders List:** A copy of the current plan holders list is included in this addendum.
- II. **Pre-Bid Conference:** A copy of the Pre-Bid Conference meeting minutes and sign-in sheet are included in this addendum. Please review this document for additional clarifications to be included in the Contract Documents, to supersede the original documents.
- III. **LC State Website:** here is the web address to the bid documents:
<https://www.lcsc.edu/purchasing/vendors/current-solicitations>

BIDDING

- I. **Bidding revisions/clarifications as follows:**
 - A. **CLARIFICATION:** Due to discrepancies in various dates within the documents, the following dates are being clarified/confirmed as follows:
 1. Bids are due January 16, 2025 at 2:00 pm PT
 2. Substantial Completion to be July 31, 2025
 - B. **ADD:** the Fixed Price Construction Contract (FPCC0 boilerplate is ATTACHED to this addendum.
 - C. **See ATTACHED** for the correct "Request for Bid" document, including all bid forms and added "Bidder's Acknowledgement Statement". Note: Bid Proposal to include a total of 6 pages for all forms – Bid Proposal, Affidavit Concerning Alcohol and Drug-Free Workplace, and the Bidder's Acknowledgement Statement).
 - D. The link to the DOPL fees in the "Request for Bid" was incorrect. See below for correct link (the Plan Review has already been paid by the Owner – the Contractor is responsible for all permit fees)
<https://dopl.idaho.gov/bld/bld-building-fees-calculator/>

ARCHITECTURAL

I. Architectural revisions/clarifications as follows:

- A. **REVISE:** refer to Detail 18/G1.0 and revise 4" thick concrete to 5" thick concrete.
- B. **ADD:** demo existing wall tile in kitchen, patch/paint wall.
- C. **ADD:** remove all loose paint, prep, prime and re-paint entire exterior soffit and fascia around the main residence (exclude carport, to be included in Alternate 2).
- D. **ADD:** Alternate #2 re-roof scope to include new continuous gutters and prep and paint all fascia around carport.
- E. **ADD:** new openings into Kitchen and Hall 101B to be trimmed with painted 1x hardwood similar to existing openings.

FIRE SPRINKLER

I. Fire Sprinkler revisions/clarifications as follows:

- A. **CLARIFICATION:** the current water line size appears to be 3/4" and flow rate is unknown. Fire sprinkler contractor to determine if storage tank is available to support 13D fire sprinkler requirements.
- B. **CLARIFICATION:** there is an existing suspended ceiling system in "Future Bedroom 1 B06". The new sprinkler system to be designed and installed to account for this ceiling being replaced with a fire-rated suspended gypsum ceiling in the future Phase 2 basement renovation.

ELECTRICAL

I. Electrical revisions/clarifications as follows:

- A. **CLARIFICATION:** any conduit that cannot be concealed, shall be concealed in surface-mount wire mold (painted to match wall).

END OF ADDENDUM

REGISTER OF BID DOCUMENTS

PROJECT: LCSC P'amkinwaas Phase 1 Renovation (1112/1114 7th Street, Lewiston, ID 83501)

CKA PROJECT NO: 23043

OWNER: Lewis-Clark State College

REFUNDABLE DEPOSIT: N/A

INVITED LIST X_OPEN PREQUALIFICATION

TODAY'S DATE: December 23, 2024

BIDS DUE DATE: January 16, 2025 @ 2:00 pm PT - Physical Plant, 538 11th Ave, Lewiston, ID 83501

PRE-BID MEETING: December 18, 2024 @ 10:00 am PT - Physical Plant / Job Site

ADDM	NAME	ADDRESS	CITY	ATTN:	PHONE/FAX	EMAIL	SET #	NOTES
1	Castellaw Kom Architects	1126 Main Street	Lewiston ID 83501	Bonnie Whismore	208-746-0183	office@ckarchitects.com		Architect
1	Castellaw Kom Architects	1126 Main Street	Lewiston ID 83501	Ben Larsen	208-818-4846	blarsen@ckarchitects.com		Architect
1	Lewis-Clark State College	538 11th Ave	Lewiston ID 83501	Redgy Erb	208-792-2247	rgerb@lcsc.edu	PDF	Owner Rep
1	Abadan Plan Center	603 E 2nd Ave.	Spokane, WA 99202	Ron Saylor	(509) 747-2964	planroom@abadanplancenter.com	PDF	Plan Center
1	AGC Idaho-Boise Plan Room	1649 W Shoreline Dr Ste 100	Boise, ID 83702	Amanda Lines	208-472-0453/F-343-2521	planroom@idahoagc.org	PDF	Plan Center
1	ARC Document Solutions	2700 W. Idaho Street	Boise, ID 83702	Mike Mahan	208-342-4141	mike.mahan@e-arc.com	PDF	Plan Center
1	Associated Builder & Contractors	1760 E. Trent Ave.	Spokane, WA 99202		509-534-0826	admin@abcipc.org	PDF	Plan Center
1	The Blue Book	800 East Main St.	Jefferson Valley, NW 10535	Tarissa	845-208-8602	bidinfo@mail.thebluebook.com	PDF	Plan Center
1	Blueprint Specialties	6205 Overland Rd	Boise ID, 83709	Shawn	208-337-0294/F-208-323-9176	mail@bpsboise.com	PDF	Plan Center
1	Builders Exchange of WA	2607 Wetmore Ave	Everett, WA 98201		425-258-1303/F-259-3828	production@bxwa.com	PDF	Plan Center
1	Butte Builders Exchange	4801 Hope Road	Butte, MT 59701		406-782-5433/F-782-5433	butteplans@gmail.com	PDF	Plan Center
1	Plan Center Northwest	PO Box 2486	Clackamas, OR 97015	Brie Kidwell	503-650-0148	brie@plancenternw.com	PDF	Plan Center
1	Contractor Plan Center, Inc.	5468 SE International Way	Milwaukie, OR 97222	Svea Erickson	503-650-0148	svea@contractorplancenter.com	PDF	Plan Center
1	Construct Connect	3825 Edwards Rd., Suite 800	Cincinnati, OH 45209	Stacey Mighton	800-364-2059/F866-570-8187	Content@constructconnect.com	PDF	Plan Center
1	Construct Connect	3825 Edwards Rd., Suite 800	Cincinnati, OH 45209	Henri Bradshaw	800-364-2059/F866-570-8187	henri.bradshaw@constructconnect.com	PDF	Plan Center
1	Construct Connect			James Baah	513-458-5813	James.Baah@Constructconnect.com	PDF	Plan Center
1	Daily Journal of Commerce of Oregon	921 S.W. Washington St. Suite 210	Portland, OR 97205	Plan Room	503-274-0624	plancenter@djcoregon.com	PDF	Plan Center
1	Deltek, Inc.	2291 Wood Oak Drive	Herndon VA 20171	Jacqueline Sessa		PublicRecords@deltek.com	PDF	Plan Center
1	Dodge Data & Analytics			Carol Reichel		carol.reichel@construction.com	PDF	Plan Center
1	Dodge Data & Analytics			April Hamilton	413-304-2008	april.hamilton@construction.com	PDF	Plan Center
1	Dodge Data & Analytics			Adam Bouman		dodge.bidding@construction.com	PDF	Plan Center
1	Dodge Data & Analytics			Rechie Manalop	844-326-3826 ext. 7134	Rechie.Manalop@construction.com	PDF	Plan Center
1	Hermiston Plan Center	1565 N 1st St Ste 8a	Hermiston, OR 97838	Staci McQuain	(541) 564-0420	office@hermistonplancenter.com	PDF	Plan Center
1	Idaho Plan Room	4082 Chinden Blvd.	Boise, ID 83714		208-342-4141/F-208-343-5894	boise.print@e-arc.com	PDF	Plan Center
1	Inland NW AGC	4935 E Trent Avenue	Spokane, WA 99212	Mary Tantriella	509-534-1446/F-535-2680	mtantriella@nwaqc.org	PDF	Plan Center
1	Lewiston-Clarkston Plan Service	2117 12th Avenue	Lewiston, ID 83501	Celia Weibler	(208) 746-3591/F (208) 746-5541	lcplancenter@gmail.com	PDF	Plan Center
1	Missoula Plan Exchange	201 N Russell St	Missoula, MT 59801	Twyla Brooks	406-549-5002	mpe@vemcoinc.com	PDF	Plan Center
1	Postal Copy Plus	601 3rd Street	Clarkson, WA 99403	Dave Irby	509-758-0234	postalcopy@gmail.com	PDF	Plan Center
1	Premier Builders Exchange	1902 NE 4th St	Bend, OR 97701	Candice Gerhardt	(541) 389-0123	admin@plansonfile.com	PDF	Plan Center
1	Seattle Daily Journal of Commerce	83 Columbia Street	Seattle, WA 98104	Ken Elliott	(206) 622-8272	plans@djic.com	PDF	Plan Center
1	Seattle Daily Journal of Commerce			Chrisy Martin	206-622-8272	chrisy.martin@djic.com	PDF	Plan Center
1	Seattle Daily Journal of Commerce			Alexandra Lavorato	206-622-8272	alex.lavorato@djic.com	PDF	Plan Center
1	Spokane Regional Plan Center	209 N Havanja St	Spokane, WA 99220	Jenny Martin	509-328-9600/F-7279	projectinfo@plancenter.net	PDF	Plan Center
1	Tri Cities Construction council	20E Kennewick Ave	Kennewick, WA 99336	Christina Camp	509-582-7424/F509-582-6815	christina@tcplancenter.com	PDF	Plan Center
1	Tri Cities Construction council	20E Kennewick Ave	Kennewick, WA 99336	Kailey Casey	509-582-7424/F509-582-6815	bidinfo@tcplancenter.com	PDF	Plan Center
1	Walla Walla Valley Plan Center	29 E Sumach St	Walla Walla, WA 99362	Kyle Tarbet	(509) 525-0850	ktarbet@wwwchamber.com	PDF	Plan Center
1	Yakima Plan Center	1909 W Lincoln Ave #2	Yakima, WA 98902	Jacki Bernardino	(509) 457-4271	jacki@yakimaplancenter.com	PDF	Plan Center
1	RM Mechanical, Inc.	2017 3rd Avenue	Lewiston ID 83501	Kenny Oakes	208-750-0496	mlewiston@rmmechanical.net	PDF	
1	Kenaston Corporation	2517 Main Street	Lewiston ID 83501	Reece Hewett	208-746-1351/F-746-1937	rhewett@kenaston.com	PDF	G.C.
1	Kenaston Corporation	2517 Main Street	Lewiston ID 83501	Mason Hewett	208-746-1351/F-746-1937	mhewett@kenaston.com	PDF	G.C.
1	Quality Contractors	307 Main/PO 164	Deary ID 83823	Zach French	(208) 669-3239	zach@quality-contractors.com	PDF	G.C.
1	Quality Contractors	307 Main/PO 164	Deary ID 83823	Gabe French	208-596-9669	gabe@quality-contractors.com	PDF	G.C.
1	Quality Contractors	307 Main/PO 164	Deary ID 83823	Jerry Schwartz	208-507-0149	jerry@quality-contractors.com	PDF	G.C.
1	K&G Construction	625 D Street	Lewiston ID 83501	Gloria Garcia	(208) 790-7133	ggarcia@kandgconstructionllc.com	PDF	G.C.
1	K&G Construction	625 D Street	Lewiston ID 83501	Chris Kilcup	208-553-4404	ckilcup@kandgconstructionllc.com	PDF	G.C.
1	4 J Electric	420 28th Street North	Lewiston ID 83501	Doug Engel	208-746-5573	doug@4jelectric.com	PDF	
1	Legacy Contractors	3108 State Hwy 3	Deary, ID 83823	John May	208-596-0256	john@legacycontractorsusa.com	PDF	G.C.
1	Mangum Construction	1451 Bridge St.	Clarkston WA 99403	Marshall Mangum	(509) 254-1514	marshall@mangum-construction.com	PDF	G.C.
1	C&C Construction of the Pacific NW	3925 Birdseye Rd.	Helena, MT 59602	Jenn Hatfield	(406) 389-2253	northwest@roofing32425.com	PDF	G.C.

PRE-BID CONFERENCE MINUTES

Date / Time: December 18 @ 10:00 AM

Project: LCSC #240005
Lewis-Clark State College
Pi'amkinwaas Phase 1 Renovation
1112/1114 7th Street
Lewiston, ID 83501

Meeting Location: Physical Plant and then Project Site

Project Team:

The project has been delegated by DPW and will be administered by LC State.

The Owner is Lewis-Clark State College

- Redgy Erb, Physical Plant Director ← **POINT OF CONTACT FOR LC STATE**
- Angie McClain, Physical Plant Admin Asst

The Design Professional is Castellaw Kom Architects:

- Greg Castellaw, Architect
- Ben Larsen, Project Manager ← **POINT OF CONTACT FOR AE TEAM**

The Authority Having Jurisdiction is the Idaho Division of Building Safety (DOPL):

- Rick Hill, Building Inspector

Bidding Information:

- The project bid date, time and place were discussed. The project **bid opening will be at LC State Physical Plant located at 538 11th Ave, Lewiston, Idaho 83501 until 2:00 p.m. (PT) local time, on Thursday, January 16, 2025.** A public bid opening will be held at the time of the bid.
- Complete ALL items on the Bid Proposal (do NOT leave any spaces blank or bids will be deemed 'non-responsive'). ***The Bid Proposal includes the "Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace" and "Bidders Acknowledgement Statement." These are to be completed and included with the contractor's bid proposal (6 pages total). A Bid Bond is NOT required.*** Acknowledge the number of addenda received (list each received). Do not leave spaces blank. Do NOT use white out to modify the bid form. Initial any bid changes on the form. General Contractors are required to name their Mechanical, Plumbing, Electrical, Fire Sprinkler, and Fire Alarm subcontractors on the Bid Proposal as indicated.
- **Last addendum** will be issued no later than Friday, January 10.

Substitutions:

- All substitutions for products other than those specified are requested to be submitted ten (10) calendar days prior to the bid date; therefore, shall be submitted no later than January 6.

Project Summary:

- The Work of Project is summarized as follows: Renovations to the Pi'amkinwaas facility on the main campus of Lewis-Clark State College, located at 1112/1114 7th Avenue, Lewiston, Idaho. The scope of the project is to renovate the main floor in order to gain a change of occupancy to an R-3 dormitory use. The renovations include life safety systems (fire alarm and fire sprinkler systems), new emergency egress openings, ADA accessibility improvements to the facility and site, replacement of a carport roof, and repair damaged soffits.

Construction Estimate:

- The estimated cost for Base Bid is \$180,000.

Bid Alternates:

- There are 2 alternates for this project:
- **Alternate #1 - Replace Existing Parking Concrete**
- **Alternate #2 - Re-Roof Existing Carport**

Public Works License:

A Public Works license is required of all contractors and subcontractors working on the project.

Bid Bond:

A bid bond is NOT required for this project.

Performance and Payment Bonds:

Performance and payment bonds will be required.

Building Permits:

- The Contractor is responsible for and shall secure and pay for the Building Permit required by the Division of Occupational and Professional Licenses (DOPL). The Owner has paid for associated plan review fees for this project. The electrical, plumbing, mechanical, fire sprinkler, and fire alarm contractors are responsible for and shall secure and pay for the subcontractor permits.
- For the building permits, Contractor needs to include the project address for the building ([1112/1114 7th Avenue, Lewiston, Idaho 83501](#)) and the LCSC project number ([240005](#)) on all permits for this project to help ensure they get where they are supposed to go.
- ALL PERMITS AND INSPECTIONS ARE NOW THROUGH DOPL WEBSITE (www.dopl.idaho.gov).
- Contact DOPL or refer to their website to determine the estimated permit fee amount. Per DOPL's permit application process, Contractors are responsible for calculating actual Permit Fee based on their respective bid amounts ('Total Building Construction Value').
- The Building Permit application is available on DOPL's website and may be submitted to them by following the instructions on their website. For assistance registering or processing permits, contact DOPL. Contractor needs to use site address on permit application (NOT the Agency address).

Anticipated (Assumed) Schedule – exact dates after bid date TBD:

All work to be completed within **210 calendar days** from the Notice to Proceed date. Anticipated dates below:

- | | |
|--|---|
| <ul style="list-style-type: none">• January 16• 1-2 weeks (+/-)• 7 days | <p>Bid Proposals Due
Intent to Award Letter to Low Bidder (issued by LC State)
Contractor to provide bonding, insurance, licensing, etc.
Contractor Construction Contract Finalized (issued by LC State)
Pre-Construction Meeting held
Notice to Proceed (issued by LC State), Construction Duration commences</p> |
| <ul style="list-style-type: none">• July 31, 2025 | <p>Substantial Completion Date</p> |

Site / Safety / Occupants:

- The building is currently unoccupied for unrestricted access by the Contractor.
- On-Site Work Hours: No restrictions beyond local noise ordinance requirements.
- Notify Owner not less than 48 hours in advance of activities that will affect Owner's operations.
- The importance of maintaining a safe, secure and clean work area is emphasized. Clean up and securing of the site is to be maintained and is the contractor's responsibility on a daily basis.

Construction Quality Control Testing:

- 3rd Party Quality Control Testing is NOT required. Contractor to provide mix design submittal and batch tickets for concrete. Contact LC State and Architect for compaction and rebar placement observations prior to pour.

Hazardous Materials:

- LC State is performing Asbestos and Lead testing and will coordinate any abatement, if needed, prior to construction.
- If suspected hazardous materials are encountered, do not disturb; immediately notify Architect, Owner, and LC State. Hazardous materials will be removed by Owner under a separate contract.
- Once completed, a report on the presence of hazardous materials will be issued in addendum.

Wage Rates Requirements:

- No prevailing wages rates or Davis-Bacon wage rates are required for this project (not federally funded).

Further Discussion:

- Liquidated Damages are \$500 per day.

The meeting was adjourned to complete a project walk through. Any discussions not already included in the contract documents will be included in addendum.

END OF PRE-BID MEETING



1126 Main Street
 Lewiston, Idaho 83501
 (208) 746-0183
www.ckarchitects.com

Pre-Bid Conference Sign-In Sheet

Date / Time: December 18 @ 10:00 AM

Project: LCSC #240005
 Lewis-Clark State College
 Pi'amkinwaas Phase 1 Renovation
 1112 & 1114 7th Street
 Lewiston, ID 83501

Name	Firm	Telephone No.	E-Mail
Ben Larsen	CKA	208-746-0183	blarsen@ckarchitects.com
John May	Legacy Contractor	208-596-0256	John@legacycontractorsusa.com
Doug Engel	45 Electric	208-746-5573	doug@45electric.com
Mason Hewett	Kenaston Corp.	208-553-9954	mhewett@kenaston.com
Marshall Mangum	Mangum Const	509-254-1514	marshall@mang-construction.com
Biloria Garcia	KTB Const.	208-790-7133	ggarcia@kandgconstructioninc.com
Chris Kilcup	KTB Const.	208 553 4404	ckilcup@kandgconstructioninc.com
Jerry Schwartz	Quality Contractors	208 507 0199	jerry@quality-contractors.com
FORBY	ENR	LCSC	CN FILE
GREG CASTELLAW	CKA	208-746-0183	G.CASTELLAW@CKAARCHITECTS.COM



**LEWIS-CLARK STATE COLLEGE
REQUEST FOR BIDS**

Issue Date: 12/10/2024

Project: Pi'aamkinwaas Phase 1 Renovations

Project #: LC 240005

Owner/Agency:

Lewis-Clark State College (LC State)

Physical Plant

538 11th Ave

Lewiston, ID 83501

(208) 792-2247

Owner Contact: Redgy Erb / rgerb@lcsc.edu

Architect of Record

Castellaw-Kom Architects

1126 Main Street

Lewiston, Idaho 83501

(208) 746-0183

Ben Larsen (blarsen@ckarchitects.com)

Bid Due Date:

Bids shall be due no later than **2:00 PM. (Pacific Time), January 16, 2025**. Bids shall be delivered or mailed to LC State Physical Plant, 538 11th Ave, Lewiston, Idaho 83501. Bidder is responsible to ensure bids are received by the date and time listed.

Pre-Bid Walkthrough:

A pre-bid walk-through will be held on December 18, 2024, at 10:00 a.m. at the Physical Plant.

Project Scope:

The project can be summarized as renovations to the Pi'aamkinwaas facility on the main campus of Lewis Clark State College, located at 1114 7th Avenue, Lewiston, Idaho. The scope of the project is to renovate the main floor in order to gain a change of occupancy to an R-3 dormitory use. The renovations include life safety systems (fire alarm and fire sprinkler systems), new emergency egress openings, ADA accessibility improvements to the facility and site, replacement of a carport roof, and repair damaged soffits.

Schedule:

The work shall be substantially complete by July 31, 2025.

Plans and Specifications:

Plans (including sheet specifications) are available from the LC State contact above, through the Castellaw-Kom Architects contact listed above, or through regional plan centers.

Requirements:

See Exhibit A

STATE POLICY (By reference):

Bids shall be based on provisions of § 67-2805 of the Idaho Code along with § 44-1001 and 44- 1002 dealing with labor preference and §72-1717 dealing with an alcohol and drug-free workplace.

SUPPLEMENTAL CONDITIONS:

1. Bids are to be submitted to the Owner/Agency by the date and time listed above and to the location listed above.
2. Bid Proposal form is attached. The form shall be completed in its entirety. If a section does not apply, mark "NA" in that section. Incomplete bid forms will be deemed non-responsive.
3. Bidders are asked to not contact LC State departmental personnel with questions regarding the project. All questions should be directed to the LC State and Architect/Engineer's contact listed above.
4. Bid addenda will be issued by LC State or the Architect/Engineer. Bidders shall acknowledge receipt of all addenda on the bid proposal form. Failure to acknowledge receipt of all addenda will cause a bid to be deemed non-responsive.
5. Bid proposal form shall be signed by a signatory of the contractor having authority to bind the contractor to contracts, and shall be notarized by a notary duly assigned in the State of Idaho.
6. A bid bond is not required.
7. A performance and payment bond (covering labor and materials) in the amount of one hundred percent (100%) of the contract amount will be required for work accomplished on this contract. Awarded bidder shall provide proof of performance and payment bond within 7 days of notification of intent to award the contract. No work may commence until proof of performance and payment bond is received.
8. An Idaho Public Works Contractors License is required at the time of submitting a bid for this project. All contractors, specialty contractors, and sub-contractors must have an Idaho Public Works Contractors license as suitable for work to be accomplished on this contract at the time of bid. Public Works License numbers shall be entered on the bid form.
9. Prevailing Wage / Davis-Bacon Wages are not a requirement of this project.

10. A building permit is required for this project and shall be included within the contractor's bid. Building permits are issued by the Idaho Division of Occupational & Professional Licenses (DOPL), and can be calculated on their website: <https://dbs.idaho.gov/building-fees-calculator/>
11. The DOPL plan review fee has been paid by the Owner/Agency. This cost shall not be included within the contractor's bid.
12. A Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace must be submitted with the bid.
13. A Bidder's Acknowledgement Statement must be submitted with the bid.
14. The contractor shall be responsible for providing all project closeout documents as required by the Idaho Division of Public Works including (but not limited to): Release of Claims, State of Idaho Tax Release, Operations & Maintenance manual (O&M), all product manufacturer's warranties, contractor's one-year workmanship warranty, and Substantial Completion Certificate. The forms may be found at the DPW website: <https://dpw.idaho.gov/docs-forms-guides/>
15. Idaho Naming Law is a requirement for bidding this project. All specialty contractors and sub-contractors shall be listed on the contractor's informal bid proposal form.
16. The bidder will be required to maintain Contractors Liability Insurance to include Workers' Compensation (meeting statutory requirements), Commercial General Liability (\$1,000,000 per occurrence and \$2,000,000 aggregate minimum) and Automobile Liability (\$1,000,000) combined single limits for bodily injury and property damage). All policies, except Workers' Compensation, shall name Lewis-Clark State College as an additional insured. Awarded bidder shall provide a Certificate of Insurance, meeting the above requirements, within 7 days of notification of intent to award the contract. No work may commence until Certificate of Insurance is received.
17. The Owner/Agency will review all submitted bids for conformance with the bidding documents, and shall award the contract for construction to the low apparent bidder. The Owner/Agency will initiate a Fixed Price Construction Contract with the low bidder as the form of contract.
18. Contract time: Bidder agrees to commence work on a date specified in writing by the Owner/Agency as the Notice to Proceed, and to substantially complete the work within **210 consecutive calendar days** thereafter.
19. All work is to be Substantially Complete by **July 31st 2025**. Bidder further agrees to pay as liquidated damages, the sum of **\$500 (five hundred dollars)** for each consecutive calendar day after the established substantial completion date or adjusted date as established by change order.

Exhibit A – Requirements/Specifications

“Pi’amkinwaas Phase 1 Renovations”

1. All work shall conform with the plans and specifications (sheet specifications) provided to the prospective bidders. The plans include the following pages:

G1.0 – COVER PAGE, SITE PLAN, ELEVATIONS, CODE ANALYSIS

G2.0 – PROJECT SPECIFICATIONS, ADA STANDARDS

A1.0 – DEMO BASEMENT CEILING/FLOOR PLAN, DEMO MAIN FLOOR CEILING PLAN, DEMO MAIN FLOOR PLAN

A2.0 – BASEMENT CEILING/FLOOR PLAN

A3.0 – ELEVATIONS

A4.0 – SCHEUDLES

A5.0 – INTEIROR ELEVATIONS, DETAILS

BID PROPOSAL FORM

Bid Proposal for:

Project: Pi'amkinwaas Phase 1 Renovations

Project #: LC 240005

Lewis-Clark State College

Physical Plant

538 11th Avenue

Lewiston, ID 83501

Sealed bids to be clearly marked as "Pi'amkinwaas Phase 1 Renovations"

The undersigned proposes to do the above work in accordance with the request for informal bids and all drawings and specifications attached thereto.

The Bidder agrees to commence work upon receipt of a contract and Notice to Proceed, and to complete the work within the calendar days indicated in the Contract Documents.

Bidder acknowledges receipt of Addenda No ___ through ____.

BASE PROPOSAL: Bidder agrees to perform all of the base proposal work described in the specifications and shown on the plans for the sum of:

_____ Dollars (\$_____)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATE #1 (REPLACE EXISTING PARKING CONCRETE): Bidder agrees to perform all of the Alternate #1 work described in the specifications and shown on the plans for the sum of:

_____ Dollars (\$_____)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATE #2 (RE-ROOF EXISTING CARPORT): Bidder agrees to perform all of the Alternate #2 work described in the specifications and shown on the plans for the sum of:

_____ Dollars (\$_____)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

NAMING OF SUB-CONTRACTORS:

Heating, Ventilating & Air Conditioning (HVAC)

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Idaho HVAC Contractors License No. _____

Electrical

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Idaho Electrical Contractors License No. _____

Plumbing

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Idaho Plumbing Contractors License No. _____

Fire Sprinkler System

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Fire Alarm System

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

FAILURE TO NAME A PROPERLY LICENSED SUBCONTRACTOR IN EACH OF THE ABOVE CATEGORIES WILL RENDER THE BID NON-RESPONSIVE AND VOID.

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

Dated at _____ this _____ day of _____, 2025

Respectfully Submitted,

By: _____ (Company)

(Street or PO Address)

(City, State, and Zip Code)

(Signature)

(Title)

(Telephone Number and Email)

(Idaho Public Works Contractors License No.)

Affix Notary Seal Here:

(Signature of Notary)

END OF BID FORM

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, §72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code title 72, chapter 17; 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, §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

FAILURE TO EXECUTE THIS AFFIDAVIT AND SUBMIT IT ALONG WITH YOUR BID SHALL MAKE YOUR BID NON-RESPONSIVE

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.

Project: Pi'amkinwaas Phase 1 Renovations

Project #: LC 240005

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 conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code, requiring the employment of ninety-five percent (95%) bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to Work in the United States.
- Contractor will substantially complete the Work within the time stated in the Contract Documents, or as modified by Change Order(s).
- 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 Design Professional.
- The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.(k) of the Fixed Price Construction Contract Between Owner and Contractor.
 1. For total changes 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; or
 2. 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 Fixed Price Construction Contract Between Owner and Contractor General Conditions of the Contract for Construction including as follows:
 1. By the execution of a Change Order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in Work which is the subject of the Change Order and that it 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.

2. Any Change Order fully executed by the Owner, Contractor and Design Professional, 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 Price and Contract Time. In the event a Change Order increases the Contract Price, the Contractor shall include the Work covered by such Change Order in the Application for Payment as if such Work was originally part of the Project and Contract Documents.
- Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
 - Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

FAILURE TO EXECUTE THIS ACKNOWLEDGMENT MAY MAKE YOUR BID NON-RESPONSIVE.

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

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

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

Authorized Signature: _____

Title: _____

Date: _____

END OF BIDDER'S ACKNOWLEDGMENT STATEMENT

BOILERPLATE

**LEWIS-CLARK STATE COLLEGE
FIXED PRICE CONSTRUCTION CONTRACT
BETWEEN OWNER AND CONTRACTOR**

LCSC PROJECT NO.: LC240005

PROJECT NAME PER: PI'AMKINWAAS – PHASE 1 RENOVATIONS

NAME OF STATE AGENCY: LEWIS-CLARK STATE COLLEGE

PROJECT LOCATION: 1112/1114 7th STREET, LEWISTON, IDAHO

TABLE OF CONTENTS

ARTICLES:

1	CONTRACT DOCUMENTS
2	REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR
3	INTENT AND INTERPRETATION
4	OWNERSHIP OF DOCUMENTS
5	CONTRACTOR'S PERFORMANCE
6	TIME FOR CONTRACTOR'S PERFORMANCE
7	FIXED PRICE AND CONTRACT PAYMENTS
8	INFORMATION AND MATERIAL SUPPLIED BY THE OWNER
9	STOP WORK ORDER
10	DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR
11	SAVE HARMLESS AND INDEMNIFICATION
12	THE DESIGN PROFESSIONAL
13	OWNER'S NOTIFICATION TO CONTRACTOR OF NON-CONFORMING WORK
14	CONTRACTOR'S OBJECTIONS
15	SUBCONTRACTORS
16	CHANGES IN THE WORK
17	DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK
18	TERMINATION BY THE CONTRACTOR
19	OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE
20	TERMINATION BY THE OWNER
21	CONTRACTOR'S LIABILITY INSURANCE
22	BUILDER'S RISK INSURANCE
23	SOVEREIGN IMMUNITY
24	PERFORMANCE AND PAYMENT BONDS
25	PROJECT RECORDS
26	MISCELLANEOUS PROVISIONS
27	EQUAL OPPORTUNITY
28	SUCCESSORS AND ASSIGNS
29	SEVERABILITY
30	MEDIATION
31	WAIVER OF CONSEQUENTIAL DAMAGES

EXHIBITS:

A	OWNER'S PROJECT IDENTIFICATION, ADDENDA, CONTRACT AMOUNT, CONTRACT TIME, ACCEPTED ALTERNATES, LIQUIDATED DAMAGES AND SPECIAL CONDITIONS
B	ADDRESSES AND REPRESENTATIVES (INCLUDING LIMITATIONS)
C	LIST OF DRAWINGS AND SPECIFICATIONS
D	CONTRACTOR'S AFFIDAVIT CONCERNING TAXES
E	NAMED SUBCONTRACTORS
F	NOTICE TO PROCEED
G	CONTRACTOR'S REQUEST FOR TAX RELEASE
H	RELEASE OF CLAIMS
J	CONDITIONS PRECEDENT TO FINAL PAYMENT
K	OWNER TRAINING FORM
L	PROJECT FINALIZATION AND START-UP

FIXED PRICE CONSTRUCTION CONTRACT
BETWEEN OWNER AND CONTRACTOR

THIS FIXED PRICE CONSTRUCTION CONTRACT BETWEEN OWNER AND CONTRACTOR (the "Contract") is by and between Lewis-Clark State College (the "Owner") and _____ (the "Contractor") and is for the construction of the Pi'amkinwaas – Phase 1 Renovations (the "Project") identified as LC State project number LC240005, as more fully described in Exhibit A, and incorporated herein by reference. This Contract shall be effective on ____ (day) of _____ (month), 2025 (year), when executed by both parties.

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

ARTICLE 1

CONTRACT DOCUMENTS

- 1.1 The Contract Documents consist of this Contract, the drawings and sheet specifications for the Project (the "Drawings and Specifications") identified in Exhibit C and any Addenda thereto issued prior to execution of this Contract, written amendments signed by both the Owner (represented by the Vice President for Finance and Administration) and the Contractor, Change Orders signed by both the Owner and the Contractor, Construction Change Directives and any written orders by the Design Professional (Lewis-Clark State College Physical Plant Director) for minor changes in the Work (the "Contract Documents"). Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of the Contract Documents.
- 1.2 The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

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

- 1.1 The Contractor is fully qualified to act as the Contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the Contractor for, and to construct, the Project.
- 1.2 The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated particularly in correlation to the requirements of the Contract.
- 1.3 The Contractor has received, reviewed, compared, studied, and carefully examined all of the documents which make up the Contract Documents, including the Drawings and Specifications, and any Addenda, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. Such review, comparison, study and examination shall be a warranty that the Contractor believes that the documents are complete and the Project is buildable as described except as reported.

- 2.4 The Contractor warrants that the Contract Time is a reasonable period for performing the Work.
- 2.5 The Contractor warrants to the Owner and Design Professional that all labor furnished on this Project shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract Documents; that the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and that the Work will strictly conform to the requirements of the Contract Documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse by Owner or its representatives, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall survive the completion of the Contract and final payment to the Contractor.
- 1.6 Required Certifications.
- 1.6.1 **Certification Concerning Boycott of Israel.** Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
- 1.6.2 **Ownership or Operation by China.** Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

ARTICLE 3

INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:

- 3.1 This Contract constitutes the entire and exclusive agreement between the parties with reference to the Project, and supersedes any and all prior discussions, communications, representations, understandings, negotiations or agreements. This Contract also supersedes any bid documents.
- 3.2 The intent of the Contract is to include all items necessary for the proper execution and completion of the Project and anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Fixed Price Contract Amount. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
- 3.3 Nothing contained in this Contract shall create, nor be interpreted to create privity or any other relationship whatsoever between the Owner and any person or entity except the Contractor; provided; however, that the Design Professional is entitled to performance and enforcement of obligations under the Contract intended or necessary to facilitate its duties. Any reference to the Owner, the Contractor, or the Design Professional shall be deemed to include authorized representatives.

- 3.4** When a word, term or phrase is used in this Contract, it shall be interpreted or construed first as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 3.5** The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase "without limitation."
- 3.6** The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- 3.7** The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings and other submittals, and shall give timely written notice to the Owner and the Design Professional of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.
- 3.8** The express or implied approval by the Owner or the Design Professional of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested that the Design Professional prepare documents for the Project, including the Drawings and Specifications for the Project Work, which are accurate, adequate, consistent, coordinated, and sufficient for construction. *HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.* The Contractor again hereby acknowledges and represents that it has received, reviewed, and carefully examined such documents; has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction; and that the Contractor has not, does not and will not rely upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made.
- 3.9** In the event of any conflict among any of the documents which make up this Contract, the Design Professional shall interpret the documents, and the interpretation shall be binding on both the Owner and Contractor; provided, however, that this does not change the Owner's right to make decisions regarding Claims in accordance with Article 13 and Article 14. If no interpretation is provided by the Design Professional, the most stringent requirement in the Contract Documents will apply.

ARTICLE 4

OWNERSHIP OF DOCUMENTS

- 4.1** Unless otherwise agreed by the Design Professional and its consultants, the party that prepared the drawings, specifications and other documents is the author of such with all copyright, common law, statutory and other reserved rights. The Contractor may retain one (1) record set of the Drawings and Specifications and other documents but shall not own or claim any copyright in them.

The Drawings and Specifications and other documents, and any copies, are to be used solely for this project (the "Project"), and not on any other project, or additions to this Project outside this Contract, without written consent of the Owner, and the Design Professional; provided, however, that copies

may be made of applicable portions as necessary for completion of the Work. Such copies shall include any copyright notice on the Drawings and Specifications and other documents.

Submission to or use by a regulatory body related to this Project is an acceptable use.

ARTICLE 5

CONTRACTOR'S PERFORMANCE

The Contractor shall perform all the Work required, implied or reasonably inferable from this Contract, including the following:

- 5.1** Construction of the Project.
- 5.2** The furnishing of any required surety bonds and insurance.
- 5.3** The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities required for construction and all necessary permits, including any required elevator permits, required for the construction of the Project. Construction projects for Lewis-Clark State College require a building permit issued by the Division of Building Safety.
- 5.4** The creation and submission of a detailed and comprehensive set of marked up blue or black-lined record drawings. Said record drawings shall be submitted to and approved by the Design Professional as a condition precedent to final payment to the Contractor.
- 5.5** The Contractor is solely liable for theft or damage of materials and equipment stored on the Worksite but not yet installed in the facility. The Contractor shall protect and replace any loss of materials due to theft or damage, until final acceptance of the Project.

ARTICLE 6

TIME FOR CONTRACTOR'S PERFORMANCE

- 6.1** The Contractor shall commence the performance of this Contract in accordance with the "Notice to Proceed" (Exhibit F) issued by the Owner and shall diligently continue its performance to and until final completion of the Project. The Contractor shall accomplish Substantial Completion of the Project on or before the time indicated in Exhibit A. The period of time, including any adjustments made under this Contract, for the Contractor to reach Substantial Completion is the "Contract Time."
- 6.2** The Contractor may be assessed by and be responsible to the Owner for the amount indicated in Exhibit A per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth for Substantial Completion. Any sums owed hereunder by the Contractor shall be payable not as a penalty but as liquidated damages, representing an estimate of delay damages likely to be sustained by the Owner estimated at the time of this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. The Owner's right

to liquidated damages is not, and shall not be deemed to be, an exclusive remedy for delay and the Owner shall retain all remedies at law or in equity for delay or other breach.

- 6.3** The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the Design Professional, or if there is no Design Professional, as certified by the Owner, the entire Project is at a level of completion in strict compliance with the Contract Documents, such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects for its intended purpose. If, in the reasonable determination of the Owner, receipt of operation and maintenance manuals or completion of training is necessary for such beneficial use or occupancy, then there shall be no Substantial Completion until such manuals are provided or such training is completed. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, or accepted as substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion. The Project shall not be deemed accepted until it is finally complete.
- 6.5** Any request by the Contractor for an extension of the Contract Time must be made in accordance with, and is subject to, Article 13 and Article 14 related to Claims.
- 6.6** The Owner shall have no liability of any kind to the Contractor if a schedule or other document submitted by the Contractor shows an intention to complete the Work prior to the scheduled completion date and for any reason other than Owner caused delay, the Contractor is not able to achieve such early completion.

ARTICLE 7

FIXED PRICE AND CONTRACT PAYMENTS

- 7.1** The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the Fixed Price Contract Amount indicated in Exhibit A. The Fixed Price Contract Amount shall not be modified except as provided in this Contract.
- 7.2** Prior to approval of the contract, the Contractor shall prepare and present to the Owner and the Design Professional the Contractor's Schedule of Values apportioning the Fixed Price Contract Amount among the different elements of the Project for purposes of periodic and final payment. The Contractor's Schedule of Values shall be presented in the Owner's web-based construction management software. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Contractor's Schedule of Values will be utilized for the Contractor's requests for payment but shall only be so utilized after it has been approved in writing by the Design Professional.
- 7.3** The Owner shall pay the Fixed Price Contract Amount to the Contractor in accordance with the procedures set forth in this Article. The Contractor shall submit a Contractor's Request for Payment, on or before the day of each month indicated in Exhibit A or otherwise agreed to, after commencement of performance, but no more frequently than once monthly. Therein, the Contractor may request payment for one hundred percent (100%) of the Work satisfactorily completed to the date of the Contractor's Request for Payment, less five percent (5%) retainage, based on the Fixed Price Contract Amount allocated on the Schedule of Values. The Contractor's Request for Payment may include only: properly provided labor, materials or equipment properly incorporated into the Project, and time and materials or equipment necessary for the Project or that will be incorporated into the Project and are properly stored at the Project site (or elsewhere if off-site storage is approved

in writing by the Owner). The Contractor's Request for Payment must exclude the total amount of previous payments received from the Owner. Any payment on account of stored materials or equipment will be subject to the Contractor providing written proof that the Owner has title to such materials or equipment and that they are fully insured against loss or damage. Each such Contractor's Request for Payment shall be signed by the Contractor and its submission shall constitute the Contractor's affirmative representation that the quantity of Work has reached the level for which payment is requested; that the Work has been properly installed or performed in strict compliance with the Contract; that all Work for which the Owner has previously paid is free and clear of any lien, claim or other encumbrance of any person whatsoever; and that the Contractor knows of no reason why payment should not be made as requested. As a condition precedent to payment, the Contractor shall, if required by the Owner, furnish to the Owner properly executed waivers or releases, in a form acceptable to the Owner, from all subcontractors, materialmen, suppliers or others having any claims or alleged claims, wherein said subcontractors, materialmen, suppliers or others shall acknowledge receipt of all sums due pursuant to all prior Contractor's Requests for Payment, and waive and relinquish any rights or other claims relating to the Project or Project site. The submission by the Contractor of the Contractor's Request for Payment also constitutes the Contractor's affirmative representation that, upon payment of the Contractor's Request for Payment submitted, title to all Work included in such payment shall be vested in the Owner.

Thereafter, the Owner and Design Professional shall review the Contractor's Request for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work are as represented in the Contractor's Request for Payment and as required by this Contract. The Owner shall approve in writing the amount which, in the opinion of the Owner, is properly owing to the Contractor and such approval is required before the Owner shall have any payment obligation. The Owner may withhold such approval, in whole or in part, as necessary to protect the Owner if it reasonably believes that the quantity or quality of the Work is not as represented in the Contractor's Request for Payment or is not in strict conformance to the Contract Documents.

- 7.4** The Owner shall make payment to the Contractor no more than forty-five (45) days following receipt by the Owner of written approval of each Contractor's Request for Payment. The amount of each such payment shall be the amount approved for payment by the Owner less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Owner's approval of the Contractor's Request for Payment shall not preclude the Owner from the exercise of any of its rights it may have in this Contract, at law or in equity, as set forth in Paragraph 7.8 hereinafter.
- 7.5** Off-site storage will not be approved at locations more than thirty (30) miles from the Project site or outside the State of Idaho and any payment for any off-site storage is subject to the following:
- (a) The Contractor must provide at least thirty (30) days' advance written notice of its request to store off-site. Such notice must include a description of the type, quantities, locations, and values of materials involved for the next billing cycle. All invoices must indicate the type, quantities and value of materials or equipment for which payment is requested;
 - (b) All materials stored off-site must be segregated and clearly marked with the LC State Project number and as being the "Property of Lewis-Clark State College;"

- (c) The Design Professional and/or the Owner's Field Representative must have unrestricted access to the stored materials during all business hours and may physically inventory all invoiced materials and equipment and may physically inspect the storage conditions;
- (d) The Contractor must provide written Consent of Surety to off-site storage of materials and equipment and to payment for such materials and equipment prior to incorporation in the Work. Consent must be from the Surety. Consent of local broker or agent is not acceptable;
- (e) The Contractor must maintain and must provide to the Design Professional, upon request, a current log of stored materials and equipment, which reflects when materials and equipment are used or added; and
- (f) The Contractor must obtain and maintain all risk property insurance at replacement cost, with the State of Idaho listed as loss payee on all materials and equipment stored off-site and in transit.

7.6 When payment is received from the Owner, the Contractor shall immediately pay all subcontractors, materialmen, laborer, and suppliers the amounts they are due for the Work covered by such payment. The Contractor shall not withhold from a subcontractor or supplier more than the percentage withheld from a payment certificate for the subcontractor's or supplier's portion of the Work. In the event the Owner becomes informed that the Contractor has not paid a subcontractor, materialmen, laborer, or supplier as provided herein, the Owner shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, materialmen, laborer or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

7.7 Payment to the Contractor, utilization of the Project for any purpose by the Owner, or any other act or omission by the Owner shall not be interpreted or construed as an acceptance of any Work of the Contractor not strictly in compliance with this Contract.

7.8 The Owner shall have and be entitled to the right to refuse to make any payment, including by reducing payment under any Contractor's Request for Payment, and, if necessary, may demand the return of a portion or all of an amount previously paid to the Contractor for reasons that include the following:

- (a) The quality of the Contractor's Work, in whole or part, is not in strict accordance with the requirements of this Contract or identified defective Work, including punch list Work, is not remedied as required by the Contract Documents;
- (b) The quantity of the Contractor's Work, in whole or in part, is not as represented in the Contractor's Request for Payment or otherwise;
- (c) The Contractor's rate of progress is such that, in the Owner's opinion, Substantial Completion or final completion, or both, may be inexcusably delayed or that the Owner will incur additional costs or expense related to repeated Substantial Completion or final completion inspections through no fault of the Owner;
- (d) The Owner reasonably believes that the Contractor has failed to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's project-related obligations, including subcontractors, laborers and material and equipment suppliers;

- (e) There are claims made or it seems reasonably likely that claims will be made, against the Owner;
- (f) The Contractor has caused a loss or damage to the Owner, the Design Professional or another contractor;
- (g) The Owner reasonably believes that the Project cannot be completed for the unpaid balance of the Fixed Price Contract Amount, or the Owner reasonably believes that the Project cannot be completed within the Contract Time and that the unpaid balance of the Fixed Price Contract Amount would be inadequate to cover the cost of actual or liquidated damages for the anticipated delay;
- (h) The Contractor fails or refuses to perform any of its obligations to the Owner; or
- (i) The Contractor fails to pay taxes as required by Title 63, Chapter 15, Idaho Code.

7.9 In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in Paragraph 7.8, the Contractor shall promptly comply with such demand.

7.10 If the Owner, without cause, fails to pay the Contractor any amounts due and payable sixty (60) days after those amounts are due pursuant to Paragraph 7.4, the Contractor shall have the right to cease the Work until receipt of proper payment. Contractor must first provide written notice to the Owner of the Contractor's intent to cease the Work ten (10) days prior to stopping the Work under this Paragraph. If any amounts remain unpaid after sixty (60) days after the Design Professional approves the Contractor's Request for Payment under Paragraph 7.4, interest in accordance with Idaho Code § 67-2302.

7.11 When Contractor considers Substantial Completion has been achieved, the Contractor shall notify the Owner and the Design Professional in writing and shall furnish to the Design Professional a listing of those matters yet to be finished. The Design Professional will thereupon conduct an inspection to confirm that the Work is, in fact, substantially complete. Upon its confirmation that the Contractor's Work is substantially complete, the Design Professional will so notify the Owner and Contractor in writing and will therein set forth the date of Substantial Completion. The Owner and the Contractor must accept the date of Substantial Completion in writing. Guarantees and warranties required by this Contract shall commence on the date of Substantial Completion. At the Contractor's Request for Payment following Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to ninety-five percent (95%) of the Fixed Price Contract Amount, less any liquidated damages, less the reasonable costs as determined by the Design Professional for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling any outstanding or potential claims. If the Design Professional determines that the Contractor has made or is making satisfactory progress on any uncompleted portions of the Work, the Owner may, at its discretion, release a portion of the retainage to the Contractor prior to the actual final completion of the conditions set forth in Paragraph 7.14. It is the intent of the parties that the Project will be accepted only in total (at Substantial Completion and final completion) and not in phases unless provided for in Exhibit A. Any acceptance other than in total shall require written agreement of Owner and Design Professional.

7.12 When Contractor considers the Project is at final completion, it shall notify the Owner and the Design Professional thereof in writing. Thereupon, the Design Professional will perform a final

inspection of the Project. If the Design Professional confirms that the Project is complete in full accordance with the Contract Documents and that the Contractor has performed all of its obligations to the Owner, the Design Professional will furnish a final approval for payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Fixed Price Contract Amount, less any amount withheld pursuant to this Contract.

- 7.13** If the Contractor fails to achieve final completion within a reasonable number of days as established by the Design Professional from the date of Substantial Completion, the Contractor may be assessed and be responsible to the Owner for fifty percent (50%) of the daily amount of liquidated damages as established pursuant to Paragraph 6.2 and Exhibit A, per day for each and every calendar day of unexcused delay in achieving final completion beyond the date established for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable not as a penalty but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner may withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. The Owner's right to liquidated damages is not, and shall not be deemed to be, an exclusive remedy for delay and the Owner shall retain all remedies at law or in equity for delay or other breach.
- 7.14** As a condition precedent to final payment, the Contractor must furnish the Owner, in the form and manner required by Owner, and with a copy to the Design Professional of the following:
- (a) An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers or other third parties in connection with the Project have been paid or otherwise satisfied;
 - (b) A release by the Contractor of all Claims it has or might have against the Owner or the Owner's property (DPW's form, Exhibit H);
 - (c) Contractor's Affidavit of Debts and Claims (AIA Document G706);
 - (d) Consent of Surety to final payment (AIA Document G707);
 - (e) Confirmation of all required training, product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor; and
 - (f) A Public Works Contract Tax Release issued by the Idaho Tax Commission (See "Request for Tax Release" form, Exhibit G, to be submitted by Contractor to the Idaho Tax Commission).
- 7.15** The Owner shall, subject to its rights set forth in this Contract, make final payment of all sums due the Contractor within thirty (30) days of the Design Professional's execution of a final approval for payment and receipt of documentation required by Paragraph 7.13, whichever is received later.

ARTICLE 8
INFORMATION AND MATERIAL SUPPLIED BY THE OWNER

- 8.1** The Vice President for Finance and Administration or designee shall be the sole representative of Lewis-Clark State College. The Design Professional shall have authority to bind Owner only as specifically set forth in this Contract.
- 8.2** The Owner will be represented by the Design Professional, identified in Exhibit B. The Owner's Design Professional duties, responsibilities and limitations of authority are in accordance with the Lewis-Clark State College's policies and procedures.
- 8.3** The Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only to make complete disclosure of such material as being in the possession of the Owner and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy, either in whole in part, implicitly or explicitly.
- 8.4** The Owner will secure and pay for all required easements, the plan check fee required by the Division of Occupational and Professional Licenses (DOPL), conditional use permits and any other permits and fees specifically indicated in the Contract Documents to be secured and paid for by the Owner.
- 8.5** The Owner will provide the Contractor one (1) copy of this complete Contract and the number of sets of Drawings and Project Manuals (including Specifications) as indicated in Exhibit A. The Contractor may purchase additional copies, at its expense, from the Design Professional.

ARTICLE 9
STOP WORK ORDER

- 9.1** In the event the Contractor fails or refuses to perform the Work as required or fails or refuses to correct nonconforming Work, the Owner may instruct the Contractor to stop Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately stop as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected, no longer exists or the Owner instructs that the Work may resume. In the event the Owner issues such instructions to stop, and in the further event that the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such Work by the Owner. Without limiting what else might constitute nonconforming Work, the existence of a gross safety violation or other situation or condition that creates, or could imminently create, a threat of serious harm to persons or property, shall constitute nonconforming Work and any order to stop the Work issued for such reason shall not be considered an interference with the Contractor's performance of the Work or its means and methods. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.
- 9.2** Any order to stop the Work issued pursuant to Paragraph 9.1 shall not be used to justify any Claim by the Contractor for additional time or money.

ARTICLE 10
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

- 10.1** The Contractor's continuing duties set forth in Paragraph 3.7 are by reference hereby incorporated in this Paragraph 10.1. The Contractor shall not perform Work without adequate plans and specifications or, as appropriate, approved shop drawings or other submittals. If the Contractor performs Work knowing or believing it involves an error, inconsistency, or omission in the Contract without first providing written notice to the Design Professional and Owner, the Contractor shall be responsible for such Work and shall pay the cost of correcting same.
- 10.2** The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing Work. Errors, inconsistencies, or omissions discovered shall be reported to the Design Professional and the Owner immediately. Such examination, review and comparison shall be a warranty that the Contract Documents are complete, and the Project is buildable as described except as reported. Reported errors, inconsistencies or omissions will constitute a request for an interpretation by the Design Professional and may constitute a claim pursuant to Article 13 hereof where appropriate.
- 10.3** The Contractor shall ensure that all Work shall strictly conform to the requirements of this Contract.
- 10.4** The Work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.
- 10.5** All labor furnished on this Project shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract Documents; the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and the Work will strictly conform to the requirements of the Contract Documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.
- 10.6** Except as provided in Paragraph 8.4, the Contractor shall secure or provide and pay for all licenses, permits required by the Idaho Division of Occupational and Professional Licenses (DOPL), governmental approvals and inspections, connections for outside services for the use of municipal or private property for storage of materials, parking, utility services, temporary obstructions, enclosures or opening and patching of streets, and for all other facilities and services necessary for proper execution and completion of the Project.
- 10.7** The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.
- 10.8** The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Key supervisory personnel assigned by the Contractor to this Project are as listed in Exhibit B.
- 10.9** The Contractor shall employ a competent superintendent and necessary assistants, as needed, to oversee execution of the Work. The superintendent shall be in attendance at the Project site during the progress of the Work. The superintendent and any project manager, if the Contractor utilizes a

project manager, shall be reviewed and must be approved by the Design Professional and Owner, and neither shall be changed except with the consent of the Design Professional and Owner, unless the superintendent and/or project manager cease to be employed by the Contractor. Under this circumstance, any new superintendent or new project manager must be satisfactory to the Design Professional and Owner. Such approval shall not be unreasonably withheld. The superintendent and any project manager shall represent the Contractor and all communications given to the superintendent or project manager are deemed given to the Contractor.

- 10.10** So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed in Paragraph 10.9 subsequently assumes one or more of those functions listed in Paragraph 10.9, the Contractor shall be bound by the provisions of this paragraph as though such individuals had been listed in Paragraph 10.9.
- 10.11** The Contractor shall provide to the Owner and the Design Professional a milestone schedule for completing the Work within the Contract Time. Such schedule shall be in a form specified in Division 1 of the Specifications and be acceptable to the Owner and to the Design Professional. The schedule must be submitted to and accepted by the Design Professional prior to the first request for payment unless required earlier by Division 1 of the Specifications. The Contractor's milestone schedule must be updated as required by the Design Professional and/or the Owner to reflect conditions encountered and shall apply to the total Project. The Contractor's revisions to the schedule shall not constitute a waiver of the requirement to complete the Project in the time allowed by the Contract unless additional time for performance has been allowed pursuant to a Change Order. Any changes in milestone begin or end dates must be furnished to the Owner and the Design Professional. Strict compliance with the requirements of this Paragraph shall be a condition precedent to the payment to the Contractor and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.
- 10.12** Unless otherwise provided in the Contract Documents, on all projects where the Fixed Price Contract Amount is over \$1,000,000, the Contractor shall schedule and perform the Work in accordance with a Critical Path Method ("CPM") to indicate the rate of progress and practical order of the Project. The purpose of this scheduling requirement is to assure adequate planning, coordination, and execution of the Work. The schedule shall indicate the dates for starting and completing major Work activities, project events, major equipment, material and equipment submittals and delivery of major items. Project activities having critical time restraints on action, required by the Owner, shall be shown as scheduled milestones. The Contractor's schedule shall demonstrate the order, interdependence, and sequence of activities. Critical paths shall be highlighted or distinguished. The schedule shall include all the dates specified in the Contract for Substantial Completion and final completion of the Work. The time limit set forth in the Contract for Substantial Completion and final completion must govern; the schedule must be adjusted to meet these dates. Schedule float shall belong to the Project. The Contractor shall submit to the Owner and Design Professional a CPM schedule within three (3) weeks after award of the Contract and maintain such schedule on a current basis in accordance with the Contract Documents.
- 10.13** Once a month, or at intervals as required by the Design Professional, the Contractor shall advise the Owner and the Design Professional of the status of the Work (in duplicate) on the current milestone schedule. If any project milestone dates are not met on schedule, the Contractor shall immediately advise the Owner and Design Professional in writing of the proposed action to bring the Work on schedule. The Contractor shall also submit a detailed short-term schedule, as required by Division 1 of the Specifications, each month. This short-term schedule shall include a description of current

and anticipated problem areas, delaying factors and their impact, and explanation of corrective action taken or proposed. If the Work is behind schedule, the Contractor shall indicate what measures it will take to put the Work back on schedule.

- 10.14** If the Work is not progressing through no fault of the Owner or the Design Professional, as shown on the milestone schedule, as determined by the Design Professional, and the Owner and the Design Professional do not believe the Contractor's proposed action to bring the Work on schedule is adequate, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. In such event, the Owner, at its discretion, may require the Contractor to Work such additional time over regular hours, including Saturdays, Sundays, and holidays, without additional cost to the Owner to bring the Work on schedule.
- 10.15** The Contractor shall keep an updated copy of the Drawings and Project Manual (including Specifications) and Addenda at the site. Additionally, the Contractor shall keep a current submittal schedule and a copy of approved shop drawings and other submittals. All these items shall be available to the Owner and the Design Professional at all regular business hours. Upon final completion of the Work, all these items must be updated by the Contractor and provided to the Design Professional and shall become the property of the Owner.
- 10.16** The Contractor shall carefully review and inspect for compliance with the Contract Documents, the shop drawings, and other submittals (including product data and samples) required by the Contract Documents and shall submit to the Design Professional only submittals approved in accordance with this section. Such review and submittal shall be done promptly and in a sequence that will not delay its Work under this Contract or the activities of the Owner or of separate contractors. Shop drawings and other submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any Work requiring shop drawings or other submittals unless the Design Professional has verified compliance in writing. All Work requiring verified shop drawings or other submittals shall be done in strict compliance with such approved documents. However, verification of compliance by the Design Professional shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract. The Design Professional shall have no duty to review submittals that are not Contractor approved, partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any re-submittal, the date of any approval or rejection and the reason for any rejection.
- 10.17** The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment.
- 10.18** At all times relevant to this Contract, the Owner and the Design Professional shall have a right to enter the Project site and the Contractor shall allow the Owner and/or the Design Professional to review or inspect the Work without formality or other procedure.
- 10.19** The presence or duties of the Design Professional's or the Owner's personnel or representatives at the construction site, does not make any of them responsible for those duties that belong to the Contractor or other entities and does not relieve the Contractor or any other entities of their obligations, duties, and responsibilities, including any obligation or requirement to have or to implement any health or safety plans or precautions. Except as provided in Paragraph 10.9, Design Professional's and Owner's personnel have no authority to exercise any control over any Contractor or other entities or their employees in connection with their Work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety

deficiencies of the Contractor or other entities or any other persons at the site except their own personnel. The presence of Design Professional's or Owner's personnel at a construction site is for the purpose of providing to Owner a greater degree of confidence that the completed Work will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. Construction sites include places of manufacture for materials incorporated into the construction Work and Contractor includes manufacturers of materials incorporated into the construction Work.

ARTICLE 11

SAVE HARMLESS AND INDEMNIFICATION

- 11.1** The Contractor shall indemnify, defend and hold harmless Lewis-Clark State College, its officers, agents, employees, from and against all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Agreement or the Contractor's failure to comply with any State or federal statute, law, regulation, or rule.
- 11.2** Upon receipt of the Owner's tender of indemnity and defense, Contractor shall immediately take all reasonable actions necessary, including, but not limited to providing a legal defense for the Owner, to begin fulfilling its obligation to indemnify, defend, and save harmless the Owner. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the Owner under this Agreement. Contractor shall not be required to hold the Owner harmless for damages attributed to the Owner in a final order issued by a court of competent jurisdiction.
- 11.3** Any legal defense provided by the Contractor to the Owner under this Section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the Owner must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code sections 67-1401(13) and 67-1409(1). The Owner must approve all settlement offers and agreements made on its behalf and has the option to attend any settlement or alternative dispute resolution proceedings.

ARTICLE 12

THE DESIGN PROFESSIONAL

- 12.1** The Design Professional for this Project is identified in Exhibit B, incorporated herein by reference, along with any authorized representatives and any limitations of responsibility. For the purpose of this Contract, the "Design Professional" means the properly licensed architect, properly registered professional engineer or other professional licensed in the State of Idaho who prepared the Drawings and Specifications for this Project. If the employment of the Design Professional is terminated, the Owner may retain a replacement professional, and the role of the replacement professional shall be the same as the role of the Design Professional. Unless otherwise directed by the Owner in writing, the Design Professional will perform those duties and discharge those responsibilities allocated to the Design Professional in this Contract. The duties, obligations and responsibilities of the Design Professional shall be for contract administration and include the following:
- (a) Unless otherwise directed by the Owner in writing, the Design Professional shall act as the Owner's agent.
 - (b) Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other through the Design Professional.

- (c) When requested by the Owner or Contractor in writing, the Design Professional shall within seven (7) days render written interpretations necessary for the proper execution or progress of the Work or shall provide a written explanation as to why more time is needed and provide a date by which it will be provided.
- (d) The Design Professional shall draft proposed change authorization(s).
- (e) The Design Professional shall review and verify compliance or respond otherwise as necessary concerning shop drawings or other submittals received from the Contractor.
- (f) The Design Professional shall be authorized to refuse to accept Work that is defective or otherwise fails to comply with the requirements of this Contract. If the Design Professional deems it appropriate, the Design Professional may, with the Owner's consent, require extra inspections or testing of the Work for compliance with the requirements of this Contract.
- (g) The Design Professional shall review the Contractor's Request for Payment and shall verify in writing those amounts which, in the opinion of the Design Professional, are properly owing to the Contractor as provided in this Contract.
- (h) The Design Professional shall, upon written request from the Contractor, perform Substantial Completion and final completion inspections contemplated by Article 6.
- (i) The Design Professional may require the Contractor to make changes which do not involve a change in the Fixed Price Construction Contract Amount or time consistent with the intent of this Contract. Such changes shall be given to the Contractor in writing under signature of the Design Professional, with a copy to the Owner, and may be in the form of a supplemental instruction.
- (j) The Design Professional shall review and evaluate Claims and take other actions related to Claims in accordance with Articles 13 and 14.
- (k) The duties, obligations and responsibilities of the Contractor under this Contract shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation or responsibility of the Design Professional. The Contractor is not a third-party beneficiary of any Contract by and between the Owner and the Design Professional. It is expressly acknowledged and agreed that the duties of the Contractor to the Owner are independent of, and are not diminished by, any duties of the Design Professional to the Owner.

ARTICLE 13

OWNER'S NOTIFICATION TO CONTRACTOR OF NON-CONFORMING WORK

- 13.1** The Owner, Owner's Representative, or the Design Professional shall notify the Contractor of non-conforming work, which shall include work that deviates from the Contract Documents ("Non-Conforming Work"). Non-Conforming Work shall be determined in the sole discretion of the Owner or Design Professional. The notice shall be in writing or verbally at the regular construction progress meetings as soon as reasonably practicable and documented in the minutes.
- 13.2** This section shall not limit the Owner's remedies under this Agreement.

- 13.3** Contractor shall fix Non-Conforming Work to Owner's satisfaction, or the Contractor may file an Objection pursuant to the requirements in Article 14.
- 13.4** The Contractor must demonstrate to Owner, Owner's Representative or the Design Professional that non-conforming work has been corrected prior to covering or concealing the work.

ARTICLE 14
CONTRACTOR'S OBJECTIONS

- 14.1** For purposes of this Contract, an "Objection" means a demand by the Contractor to the Owner or Design Professional for a change in the Fixed Price Contract Amount, an extension of the Contract Time, an adjustment to or interpretation of the Contract terms, change to Contract Documents, or other relief with respect to the terms of the Contract, which demand the Contractor or Owner asserts is required or allowed under the Contract Documents and which the Contractor and the Owner, or Contractor and Design Professional have previously discussed and failed to agree upon.
- 14.2** For the Objection to be considered, it must meet the following requirements:
- (a) The Objection must be in writing;
 - (b) The Objection by the Contractor must be signed by an authorized representative of the Contractor;
 - (c) The Objection by the Contractor must be provided to the Owner and to the Design Professional;
 - (d) The Objection must be made no later than ten (10) days after the event or first appearance of the circumstance giving rise to the Objection;
 - (e) The Objection must describe in detail all known facts and circumstances that the Contractor asserts support the Objection;
 - (f) The Objection must refer to the provision(s) of the Contract Documents that the Contractor asserts support the Objection;
 - (g) The Contractor must provide all documentation or other information to substantiate the Objection; and
 - (h) The Contractor must continue its performance under this Contract pending the resolution of any Objection; provided, however, that the Contractor shall not perform any additional or changed work not otherwise authorized in accordance with the Contract Documents.
- 14.3** The failure by the Contractor to meet any of the requirements of Paragraph 13.2 shall constitute a complete waiver by the Contractor of any rights arising from or related to the Objection.
- 14.4** If the Objection is made based on concealed or unknown site conditions, the following shall apply in addition to all other provisions applicable to the Objection:
- (a) The condition must have been previously concealed and unknown or of a type not ordinarily encountered in the general geographic location of the Project and must not have been reasonably susceptible to discovery; and

- (b) The Contractor shall notify the Design Professional and the Owner of the condition and shall not disturb the condition until the Design Professional and Owner have observed it or have waived in writing the right to observe it.

14.5 If the Objection by the Contractor is for an increase in the Fixed Price Contract Amount, the following shall apply in addition to all other provisions applicable to the Objection:

- (a) Any increase in the Fixed Price Contract Amount shall be strictly limited to the direct costs incurred by the Contractor and shall not include any other costs, indirect or other, including any costs for or related to lost productivity, profit, home office overhead and any other overhead, legal fees, Objection preparation, any matter previously resolved by a change order, equipment costs, costs related to the services of a project manager unless the project manager was required full time by the Owner or the Contract Documents, any costs associated with the failure to complete the Work early or in advance of the date required by the Contract Documents, it being specifically agreed to by the parties that there is no intention to have the Eichleay or other similar formula applicable to this Contract nor shall this Contract be deemed to be subject to any such formula; and
- (b) The Owner shall have no liability for, and the Fixed Price Contract Amount shall not be increased related to, any Objections of third parties, including subcontractors, unless and until the liability of the Contractor for such has been established in a court of competent jurisdiction and any such liability of the Owner shall be limited in the same manner as described in subparagraph 13.5.1.

14.6 If the Objection by the Contractor is for an extension of the Contract Time, the following shall apply in addition to all other provisions applicable to the Objection:

- (a) The Contractor has been delayed in its performance by an act or omission of the Owner and through no fault of the Contractor;
- (b) The Contractor has been delayed in its performance by unusually severe weather that could not reasonably have been anticipated or by another event not within its reasonable control;
- (c) At the time it occurs or during its occurrence, the delay will preclude completion of the Project in the time required by the Contract Documents; and
- (d) Any extension of the Contract Time shall be the Contractor's sole and exclusive remedy for any delay except a delay caused by the active interference of the Owner with the Contractor's performance which active interference continues after written notice to the Owner. The Owner's exercise of any of its rights or remedies under this Contract, including ordering changes in the Work, directing suspension, rescheduling or correction of the Work, do not constitute active interference.

14.7 If an Objection is made based on an error, inconsistency or omission in the Contract that was reasonably susceptible to discovery by the Contractor and was not reported, then that Objection shall be denied.

- 14.8** All Objections made in accordance with this Article 14 shall be reviewed and evaluated by the Design Professional. If the Objection is not made in strict accordance with Article 14, it shall be rejected as waived. Any failure by the Design Professional to reject the Objection for failure to meet the requirements of Article 14 is not binding on the Owner and the Owner may reject the Objection for such failure.
- 14.9** No later than seven (7) days from receipt of the Objection by the Design Professional, it may either:
- (a) Make a written request to the Contractor or Owner for more data to support the Objection if desired;
 - (b) Attempt to facilitate resolution of the Objection through informal negotiations; or
 - (c) Make a written recommendation to the Owner, with a copy to the Contractor, that the Owner reject or approve all or part of the Objection and state the reasons for the Design Professional's recommendation.
- 14.10** If the Design Professional requests more data from the Contractor under subparagraph 14.2.(a), the Contractor shall respond no later than seven (7) days from receipt of such request, and provide additional data, provide a date certain by which additional data will be provided, or state that it will not provide additional data. Upon receipt of data, if any, in accordance with this section, the Design Professional will complete the evaluation of the Objection. Failure to respond at all or failure to provide data by the date specified in the response to the request shall result in the Objection being evaluated based on the information in the Design Professional's possession.
- 14.11** In evaluating the Objection, the Design Professional may consult with the Contractor, the Owner or other persons with knowledge or expertise that may assist the Design Professional in its evaluation.
- 14.12** No later than fourteen (14) days after receipt by the Owner of the Design Professional's recommendation regarding the Contractor's Objection, the Owner shall, in writing, notify the Contractor and the Design Professional of its decision regarding the Objection.
- 14.13** The Owner's decision regarding the Contractor's Objection is binding on final between the Owner and the Contractor but is subject to mediation in accordance with this Contract. The Contractor must proceed with the Work under the terms of this Agreement and any decision made by the Owner pursuant to this Section; provided, however, that Contractor but may concurrently pursue any remedies available at law or under this Contract.

ARTICLE 15

SUBCONTRACTORS

- 15.1** A document in the form of Exhibit E shall be completed and submitted upon execution of this Contract and those subcontractors named therein shall match those subcontractors named in the Contractor's bid unless otherwise agreed to in writing by the Owner. Also, upon execution of this Contract by the Contractor, the Contractor shall identify to the Owner and the Design Professional, in writing, those parties intended as subcontractors on the Project not otherwise named in Exhibit E. The Owner shall, in writing, state any objections the Owner may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor with reference to whom the Owner objects. All subcontracts shall afford the Contractor rights against the subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights of Contract Termination as set forth in this Contract. All

subcontractors shall, throughout the duration of this Contract, be properly licensed as Idaho Public Works Contractors.

- 15.2** The Contractor conditionally assigns each of its subcontracts related to the Project to the Owner. All subcontracts between the Contractor and the subcontractors shall obligate the subcontractor to such conditional assignment. Upon a Termination by the Owner for cause under Paragraph 20.1, the Owner may accept such conditional assignment by written notification to the applicable subcontractor and to the Contractor. Such acceptance is subject to the rights of the Surety, if any, relating to the Contract.

ARTICLE 16

CHANGES IN THE WORK

16.1 General:

- (a) Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations stated in this Article and elsewhere in the Contract Documents; and
- (b) Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

16.2 Change Orders:

- (a) "Change Order" is a written instrument prepared by the Design Professional and signed by the Owner, Contractor and Design Professional, stating their agreement upon: a change in the Work, any adjustment in the Fixed Price Contract Amount and any adjustment in the Contract Time;
- (b) Methods used in determining adjustments to the Fixed Price Contract Amount may include those listed in subparagraph 16.3.(d);
- (c) The amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.(k);
- (d) Any Change Order prepared, including those arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including all direct, indirect, and consequential costs associated with such change and any and all adjustments to the Fixed Price Contract Amount and Contract Time. In the event a Change Order increases the Fixed Price Contract Amount, the Contractor shall include the Work covered by such Change Order in the Contractor's Request for Payment as if such Work were originally part of the Project and Contract Documents; and
- (e) By the execution of a Change Order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in Work which is the subject of the Change Order and that it 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 Fixed Price Contract Amount or Contract Time by reason of any conditions affecting the change in Work addressed by the Change Order, which could have reasonably been discovered or disclosed by the Contractor's examination.

16.3 Construction Change Directive (CCD):

- (a) "Construction Change Directive" is a written order prepared by the Design Professional and signed by the Owner and Design Professional directing a change in the Work prior to agreement on adjustment, if any, in the Fixed Price Contract Amount or Contract Time or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, the Fixed Price Contract Amount and Contract Time being adjusted accordingly;
- (b) A Construction Change Directive, within limitations, may also be used to incorporate minor changes in the Work agreed to by the Design Professional, the Owner and the Contractor's superintendent or project manager. The limits of these representatives' authority with regard to Construction Change Directives shall be documented in writing by the Design Professional, Owner and Contractor;
- (c) A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order;
- (d) If the Construction Change Directive provides for an adjustment to the Fixed Price Contract Amount, the adjustment shall be based on one (1) of the following methods:
 - i. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - ii. Unit prices stated in the Contract Documents or subsequently agreed upon;
 - iii. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - iv. As provided in subparagraph 16.3.(g).
- (e) Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Design Professional in writing within forty-eight (48) hours of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Fixed Price Contract Amount or Contract Time;
- (f) A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Fixed Price Contract Amount and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be incorporated into a future Change Order;
- (g) If the Contractor does not respond promptly or disagrees with the method for adjustments in the Fixed Price Contract Amount or Contract Time, the method and the adjustment shall be determined by the Design Professional on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in

the Fixed Price Contract Amount, an allowance for overhead and profit in accordance with subparagraph 16.3.(k). In such case of an increase in Fixed Price Contract Amount, and also under subparagraph 16.3.(d), the Contractor shall keep and present, in such form as the Design Professional may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this subsection shall be limited to the following:

- i. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom and Workers' compensation insurance;
 - ii. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - iii. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 - iv. Costs of permit fees and sales, use or similar taxes related to the Work; and
 - v. Additional costs of supervision and field office personnel directly attributable to the change.
- (h) The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Fixed Price Contract Amount shall be for the actual net cost of the decrease, confirmed by the Design Professional. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change;
- (i) Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in the Contractor's Request for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs;
- (j) When the Owner and Contractor agree with the determination by the Design Professional concerning the adjustments in the Fixed Price Contract Amount and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order; and
- (k) For purposes of subparagraphs 16.2.(c) and 16.3.(g), the allowance for combined overhead, profit, bonds and insurance shall be limited as follows, unless otherwise provided in the Contract Documents:
- i. For changes, 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; or
 - ii. The Contractor will determine the apportionment between the Contractor and its subcontractors of allowable amounts of overhead, profit, bonds, and insurance.

16.4 The Design Professional will have authority to order minor changes in the Work not involving adjustment in the Fixed Price Contract Amount or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall occur by written order

and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 17

DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

- 17.1** If the Contractor covers, conceals, or obscures its Work in violation of this Contract or in violation of a directive or request from the Owner or the Design Professional, such Work shall be uncovered and displayed for the Owner's or Design Professional's inspection upon request and shall be reworked at no cost in time or money to the Owner.
- 17.2** If any of the Work is covered, concealed, or obscured in a manner not addressed by Paragraph 17.1, it shall, if directed by the Owner or the Design Professional, be uncovered and displayed for the Owner's or Design Professional's inspection. If the uncovered Work conforms strictly with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such Work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor.
- 17.3** The Contractor shall, at no cost in time or money to the Owner, promptly correct Work (fabricated, installed or completed) rejected by the Owner or by the Design Professional as defective or that fails to conform to this Contract whether discovered before or after Substantial Completion. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.
- 17.4** In addition to any other warranty obligations in this Contract, the Contractor shall be specifically obligated to correct, upon written direction from the Owner, any and all defective or nonconforming Work for a period of twelve (12) months following Substantial Completion.
- 17.5** The Owner may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Fixed Price Contract Amount shall be reduced by the lesser of:
- (a) the reasonable costs of removing and correcting the defective or nonconforming Work; or
 - (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Fixed Price Contract Amount, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE 18

TERMINATION BY THE CONTRACTOR

- 18.1** The Contractor may terminate the Contract if the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a subcontractor, sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
- (a) Issuance of an order by a court or by another public authority having jurisdiction and authority which requires all Work to be stopped; or

(b) An act of government, such as a declaration of national emergency, which requires all Work to be stopped.

18.2 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract pursuant to Paragraph 20.3.

ARTICLE 19

OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

19.1 The Owner may, at any time and without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. If the Owner directs any such suspension, the Contractor must immediately comply with same.

19.2 In the event the Owner directs a suspension of performance under this Article, and such suspension is through no fault of the Contractor, the Fixed Price Contract Amount and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay, or interruption to cover the Contractor's reasonable costs, actually incurred and paid, of:

(a) Demobilization and remobilization, including such costs paid to subcontractors;

(b) Preserving and protecting Work in place;

(c) Storage of materials or equipment purchased for the Project, including insurance thereon; and

(d) Performing in a later, or during a longer, time frame than that provided by this Contract.

19.3 The adjustment of the Fixed Price Contract Amount shall include an amount for a reasonable profit. The adjustment of the Fixed Price Contract Amount shall not include any amount not otherwise allowed under this Contract, including any limitations applicable to Claims. The Contractor shall provide supporting documentation related to any increase upon request of the Owner. No adjustment shall be made to the extent:

(a) That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

(b) That an equitable adjustment is made or denied under another provision of the Contract.

ARTICLE 20

TERMINATION BY THE OWNER

The Owner may terminate this Contract in accordance with the following terms and conditions:

20.1 If the Contractor does not perform the Work, or any part thereof, in accordance with the Contract Documents, or in a timely manner; does not supply adequate labor, supervisory personnel, or proper equipment or materials; fails to pay subcontractors; fails to timely discharge its obligations for labor, equipment, and materials; proceeds to disobey applicable law; or otherwise breaches this Contract, then the Owner, in addition to any other rights it may have against the Contractor, may terminate the Contract and assume control of the Project site and of all materials and equipment at the site and may complete the Work. In such case, the Contractor shall not be paid further until the Work is complete. Upon such Termination, the Owner may, subject to any superior rights of the Surety, take

possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor; accept assignment of those subcontracts conditionally assigned under Paragraph 15.2; and finish the Work by whatever reasonable method the Owner may deem expedient.

- 20.2** When the Owner terminates the Contract for cause as provided in Paragraph 20.1, the Contractor shall not be entitled to receive further payment until the Work is finished and shall only be entitled to payment for Work satisfactorily performed by the Contractor in accordance with the Contract Documents. If the costs of finishing the Work, including compensation for the Design Professional's services and expenses made necessary thereby, exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Paragraph 20.1 and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination under Paragraph 20.3 and the provisions of Paragraph 20.3 shall apply.
- 20.3** The Owner may, at any time and for any reason, terminate this Contract. The Owner shall give no less than seven (7) days' written notice of such Termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such Termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information, and Contract rights as the Contractor has. When terminated pursuant to this section, the following shall apply:
- (a) The Contractor shall submit a Termination Claim to the Owner and the Design Professional specifying the amounts claimed due because of the Termination, together with costs, pricing or other supporting data required by the Owner or the Design Professional. Failure by the Contractor to file a Termination Claim within ninety (90) days from the effective date of termination shall be deemed a complete waiver by the Contractor of any right to any payment;
 - (b) Before or after receipt of the Termination Claim, the Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder; and
 - (c) If the Contractor has filed the Termination Claim but the Contractor and the Owner do not agree on an amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
 - i. Unpaid Contract prices for labor, materials, equipment and other services provided or perfected prior to termination and acceptable to or accepted by the Owner;
 - ii. Reasonable costs incurred in preparing to perform the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct job-site overhead and profit related to such preparation (such profit shall not include anticipated profit or consequential damages); provided,

however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated loss, if any; and

- iii. Reasonable costs of settling and paying claims arising out of the Termination of subcontracts or orders pursuant to this Paragraph 20.3.

20.4 Costs described in subparagraphs 20.3.(c)(ii) or 20.3.(c)(iii) above shall not include amounts paid in accordance with other provisions hereof. In no event shall the total sum to be paid the Contractor under subparagraph 20.3.(c) exceed the total Fixed Price Contract Amount, as properly adjusted, reduced by the amount of payments previously or otherwise made and by any other deductions permitted under this Contract and shall in no event include duplication of payment.

ARTICLE 21

CONTRACTOR'S LIABILITY INSURANCE

- 21.1** All insurance carriers providing coverage under this Agreement, shall be rated an "A" or above by Best's Insurance Rating Service. Evidence of such insurance coverage or self-insurance shall be in the form of a certificate of insurance or statement of financial responsibility. The Contractor shall immediately notify the Owner of notice of knowledge of cancellation, refusal to renew, or change in any material way the nature or extent of the coverage provided by such policies. The Contractor will provide notification by written notice, by certified or registered mail, return receipt requested.
- 21.2** Contractor shall maintain such Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate to protect its interest and that of the Owner. Lewis-Clark State College will be named as an Additional Insured on any general liability and property policies carried and required by this Agreement. The insurance afforded by the Contractor shall be primary insurance. The State of Idaho's retained risk program coverage is only applicable to the acts or omissions of the State's officials, agents, or employees and shall not cover the acts or omissions of the Contractor or its Sub-Contractors.
- 21.3** Contractor shall carry Worker's Compensation Insurance to cover obligations imposed by federal and state statutes covering all employees and employers' liability insurance with a minimum limit of \$1,000,000.
- 21.4** Contractor shall carry Automobile Liability Insurance to cover personal or company vehicles used in the scope of the contracted purposes on Lewis-Clark State College's property with limits of not less than \$1,000,000 for each accident.
- 21.5** If any of the insurance required under this Agreement is arranged on "claims made" basis, "tail" coverage will be required at the completion of this Agreement for duration of five (5) years thereafter. The Contractor shall be responsible for furnishing certification of "tail" coverage or continuous "claims made" liability coverage for five (5) years following the completion of this Agreement. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Agreement.
- 21.6** The Contractor shall indemnify, defend and save harmless Lewis-Clark State College, their officers, agents and employees, from and against any liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employees of the Contractor or the

Contractor's Sub-Contractor caused by or arising out of acts or omissions, or negligent performance by the Contractor of any term of this contract.

- 21.6** All express representations, indemnifications or limitations of liability made in or given to this Agreement will survive the completion of all services of Contractor under this Agreement or the termination of this Agreement for any reason.

ARTICLE 22
BUILDER'S RISK INSURANCE

- 22.1** Unless otherwise provided in this Agreement, the General Contractor shall purchase or maintain property insurance written on a builder's risk "all-risk" policy (the "Builder's Risk Policy") in excess of Five Hundred Eight Thousand One Hundred Twenty Dollars [\$508,120] to cover the Owner's property, the Project, and General Contractor's equipment, materials, and supplies.

- (a) The Builder's Risk Policy shall:
- i. Include perils of fire with extended coverage and mischief, collapse, earthquake, flood, windstorm, temporary buildings and debris removal, demolition, and flood damage, if commercially available for similar operation in the region of the United States where the Project is located;
 - ii. Be of an amount not less than the initial Contract Amount, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site, on a replacement cost basis without optional deductibles;
 - iii. Cover resultant damage from errors in design, plans, specifications, faulty workmanship, materials, and construction;
 - iv. Include reasonable compensation for Design Professional, Owner and its contractors' services and expenses required as a result of an insured loss, excluding any Liquidated Damages, extra expense, and expediting expense;
 - v. Contain an express, full and complete, waiver of any right of subrogation by the insurer in favor of the Owner and State of Idaho for loss or damage occurring during the Work to the extent covered by the Builder's Risk Policy.
- (b) The General Contractor shall purchase the Builder's Risk Policy from a company or companies lawfully authorized to do business and issues contracts of insurance in the State of Idaho.
- (c) The General Contractor shall be responsible for the deductible, whether or not to the extent the loss is caused by the negligence or intentional misconduct of the General Contractor, any of its Subcontractors or sub-subcontractors or material suppliers or any other person for whom the General Contractor is responsible.
- (d) The General Contractor shall submit to the Owner and Design Professional, for its approval, all items deemed by the Builder's Risk Policy carrier to be uninsurable.
- (e) The General Contractor shall not commence Work under the Agreement until it has obtained all required insurance and until evidence of the required insurance has been reviewed and accepted by the Owner. Owner review of the insurance shall not relieve nor decrease the liability of the General Contractor.

- (f) The Builder's Risk Policy shall be maintained in force, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final acceptance by the Owner and final payment to the General Contractor has been made.

22.2 The Contractor authorizes the Owner to negotiate and agree on the value and extent of, and to collect the proceeds payable with respect to, any loss under a policy of insurance where the Owner is the Insured or Additional Insured pursuant to any of the provisions of this Article. The Owner shall have full right and authority to compromise any claim, or to enforce any claim by legal action or otherwise, or to release and discharge any insurer, by and on behalf of the Owner and Contractor. The Owner shall provide written notice to Contractor of:

- (a) its having reached any such settlement or adjustment with an insurer; and
- (b) the receipt of any funds pursuant to this Article. Any objection by the Contractor to a settlement or adjustment made under this Article must be made in writing to the Owner within five (5) business days of the notice from the Owner. The Owner and the General Contractor agree to attempt to resolve the dispute by mutual agreement.

22.3 The General Contractor shall deposit proceeds received under the Builder's Risk Policy in a manner in which such proceeds can be separately accounted for. The General Contractor shall distribute the proceeds in accordance with an agreement as the parties may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract pursuant to Article 20, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 16.

ARTICLE 23 **SOVEREIGN IMMUNITY**

23.1 In no event shall this Agreement or any act by Lewis-Clark State College (an agency of STATE OF IDAHO), be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the State of Idaho. This Section applies to a claim brought against Lewis-Clark State College (an agency of STATE OF IDAHO) only to the extent Congress has appropriately abrogated the state's sovereign immunity, and is not consent by Lewis-Clark State College (an agency of STATE OF IDAHO,) to be sued in federal court, or a waiver of any form of immunity, including, but not limited to, sovereign immunity, and immunity based on the Eleventh Amendment to the Constitution of the United States.

ARTICLE 24 **PERFORMANCE AND PAYMENT BONDS**

24.1 The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Fixed Price Contract Amount and shall include a power of attorney attached to each bond. The signature of both the Contractor's principal and the Surety are required. If the Surety is incorporated, both bonds must have the corporate seal. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Fixed Price Contract Amount is adjusted by Change Order executed by the Contractor, the penal sum of both the

performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be AIA Document A312, or a standard Surety form certified approved to be the same as the AIA Document A312, and shall be executed by a Surety, or Sureties, reasonably acceptable to the Owner and authorized to do business in the State of Idaho.

- 24.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- 24.3** It is the Contractor's obligation to notify the Surety in the event of changes in the Contract Documents, which in the absence of notification might serve to discharge the Surety's obligations, duties or liability under bonds or the Contract.

ARTICLE 25

PROJECT RECORDS

- 25.1** All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor or any Subcontractor of the Contractor, shall be made available to the Owner or the Design Professional for inspection and copying upon written request. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such authority may review, inspect, and copy such records. Said records include all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. The Contractor shall maintain and protect these documents for no less than four (4) years after final completion or termination of the Contract or for any longer period of time as may be required by law or good construction practice.

ARTICLE 26

MISCELLANEOUS PROVISIONS

- 26.1** The law is hereby agreed to be the law of the State of Idaho. The parties further agree that venue for any proceeding related to this Contract shall be in Lewiston, Nez Perce County, Idaho, unless otherwise mutually agreed by the parties.
- 26.2** Pursuant to Section 54-1904A, Idaho Code, within thirty (30) days after award of this Contract, the Contractor shall file with the Idaho State Tax Commission, with a copy to the Owner, a signed statement showing the date of Contract award, the names and addresses of the home offices of contracting parties, including all Subcontractors, the state of incorporation, the Project Number and a general description of the type and location of the Work, the amount of the prime contracts and all subcontracts and all other relevant information which may be required on forms which may be prescribed by the Idaho State Tax Commission.
- 26.3** The Contractor, in consideration of securing the business of erecting or constructing Public Works in the State of Idaho, recognizing that the business in which it is engaged is of a transitory character, and that in the pursuit thereof, its property used therein may be without the state when taxes, excises or license fees to which it is liable become payable, agrees:

- (a) To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its sub-divisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term;
- (b) That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists even though the same constitute liens upon its property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
- (c) That, in the event of its default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering this Contract may withhold from any payment due it hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said Contractor is liable.

- 26.4** Before entering a Contract, the Contractor shall be authorized to do business in the State of Idaho and shall submit a properly executed Contractor's Affidavit Concerning Taxes (Exhibit D).
- 26.5** Pursuant to Section 44-1002, Idaho Code, it is provided that each Contractor "must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (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 honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States." (Ref. Section 44-1001, Idaho Code)
- 26.6** The Contractor shall maintain, in compliance with Title 72, Chapter 17, Idaho Code, a drug-free workplace program throughout the duration of this Contract and shall only subcontract work to subcontractors who have programs that comply with Title 72, Chapter 17, Idaho Code.
- 26.7** As between the Owner and Contractor as to acts or failures to act, any applicable statute of limitations shall commence to run, and any legal cause of action shall be deemed to have accrued in any and all events in accordance with Idaho law.
- 26.8** The Contractor and its subcontractors and sub-subcontractors shall comply with all applicable Idaho statutes with specific reference to Idaho Public Works Contractors' licensing laws in the State of Idaho, Title 54, Chapter 19, Idaho Code, as amended.
- 276.9** The Contractor shall not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States and take steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties not to exceed five percent (5%) of the Fixed Price Contract Amount per violation and/or Termination of this Contract. The Contractor also acknowledges that, if it is a natural person, it is subject to Title 67, Chapter 79, Idaho Code regarding verification of lawful presence in the United States.

ARTICLE 27
EQUAL OPPORTUNITY

The Contractor shall maintain policies of employment as follows:

- 27.1** The Contractor and the Contractor's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age or national origin. Such action shall include 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.
- 27.2** The Contractor and the Contractor's subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age or national origin.

ARTICLE 28
SUCCESSORS AND ASSIGNS

- 28.1** Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract or any part of it or right or obligation pursuant to it without prior written consent of the Owner. If Contractor attempts to make assignment without consent of Owner, Contractor shall remain legally responsible for all obligations under this Contract.

ARTICLE 29
SEVERABILITY

- 29.1** In the event any provision or section of this Contract conflicts with applicable law or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and shall be carried into effect.

ARTICLE 30
MEDIATION

- 30.1** Contractor Claims for additional cost or time are subject to Article 13, shall be reviewed as provided in accordance with that Article and, as a condition precedent to litigation, are subject to dispute resolution attempts and mediation in accordance with this Article. All other issues and disputes arising from this contract are also subject to dispute resolution attempts & mediation in accordance with this Article, as a condition precedent to litigation.
- 30.2** The Parties agree that resolution of any dispute or disagreement without formal legal proceedings is to their mutual benefit and to the benefit of the Project.

30.3 The parties agree to make every reasonable attempt to resolve any issues or disputes informally. The parties further agree that prior to the institution by either of legal or equitable proceedings of any kind, and as a condition precedent thereto, any dispute between the Contractor and the Owner related to the Contract, including a dispute over the Owner's decision regarding a Claim, shall be subject to mediation as follows:

- (a) If the issue to be mediated involves only a dispute regarding the Contract Time, no request to mediate shall be made unless liquidated damages have been assessed by the Owner. If the issue to be mediated involves a Claim or other financial dispute, no request to mediate shall be made unless the amount is \$50,000 or more or until there are cumulative Claims or disputes amounting to \$50,000 or more; provided, however, that a mediation request can be made as to any Claim or financial matter at any time after Substantial Completion;
- (b) The party seeking mediation shall notify the other party in writing of its mediation request. In such written request, the requesting party must clearly describe the issues it believes are subject to mediation;
- (c) Within fifteen (15) days of receipt of the mediation request, the non-requesting party shall respond in writing to the request;
- (d) Unless the Owner and the Contractor agree to other rules for mediation, mediation shall be in accordance with the Construction Industry Rules of Arbitration and Mediation Procedures in effect at the time of the mediation;
- (e) The parties shall share the mediator's fee and any filing fees equally; provided, however, that if a party makes a written request to the mediator without satisfying the requirements of this section and by doing so incurs any costs or fees, that party shall be solely responsible for the costs or fees;
- (f) Unless otherwise mutually agreed to by the parties, the mediation shall be in Lewiston, Nez Perce County, Idaho;
- (g) The parties shall cooperate in arranging the other details of mediation, such as selection of the mediator, mediation dates and times;
- (h) The parties agree that all parties necessary to resolve the matter shall be parties to the same mediation proceeding; provided, however, that no Subcontractor or sub-subcontractor shall attend the mediation absent advance notice and consent from the Owner;
- (i) Agreements reached in mediation shall be enforceable as settlement agreements in any court having proper jurisdiction; and
- (j) Unless otherwise agreed in writing, the Contractor shall continue the work and maintain the approved schedules during any mediation proceedings. If the Contractor continues to perform, the Owner shall continue to make payments in accordance with the Contract Documents.

30.4 If mediation fails to resolve the dispute, either party may file an action in the courts of Idaho in accordance with the venue provision contained in this Contract.

ARTICLE 31
WAIVER OF CONSEQUENTIAL DAMAGES

31.1 The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- (a) Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business, and reputation and for loss of management or employee productivity or of the services of such persons; and
- (b) Damages incurred by the Contractor for principal office expenses, including the compensation of personnel stationed there; for losses of income, financing, business, and reputation; loss of management or employee productivity or of the services of such persons; and for loss of profit except profit arising directly from the Work.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

OWNER:

Authorized Signature

Print Signature

Title

CONTRACTOR:

Contractor's Name- Typed

Authorized Signature

Print Signature

Title

EXHIBIT A

PROJECT IDENTIFICATION, ADDENDA, CONTRACT AMOUNT, CONTRACT TIME, ACCEPTED ALTERNATIVES, LIQUIDATED DAMAGES, AND SPECIAL CONDITIONS (IF ANY)

OWNER'S PROJECT IDENTIFICATION INFORMATION:

LCSC Project No.: LC240005
Project Title : Pi'amkinwaas – Phase 1 Renovations
Project Location: 1112/1114 7th St, Lewiston, Idaho

General Project Description:

The project can be summarized as renovations to the Pi'amkinwaas facility on the main campus of Lewis Clark State College, located at 1112/1114 7th Avenue, Lewiston, Idaho. The scope of the project is to renovate the main floor in order to gain a change of occupancy to an R-3 dormitory use. The renovations include life safety systems (fire alarm and fire sprinkler systems), new emergency egress openings, ADA accessibility improvements to the facility and site, replacement of a carport roof, and repair damaged soffits.

ADDENDA: Addenda applicable to the Contract and made a part of are as follows:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

FIXED PRICE CONTRACT AMOUNT AND ACCEPTED ALTERNATES:

Base Bid Amount:	\$.00
Alternate #1 Amount:	\$.00
Alternate #2 Amount:	\$.00

Total Fixed Price Contract Amount
(_____) **Dollars** **\$.00**

Contractor's Requests for Payment are to be submitted for Work accomplished through the 31st day of each month as described in Paragraph 7.3.

TIME FOR PERFORMANCE AND LIQUIDATED DAMAGES:

- A. The Contractor shall commence construction of its scope of the Work in accordance with the Notice to Proceed issued by the Owner, and which will become Exhibit F to this Contract.
- B. The Contractor shall accomplish Substantial Completion as defined in Article 6 of the Contract within Two-Hundred-Ten (210) consecutive calendar days from the date authorized to proceed in the Notice to Proceed.
- C. The amount of liquidated damages per day for each and every day of unexcused delay as outlined in Article 6 on the Contract is: Five Hundred Dollars (\$500.00)

DRAWINGS AND SPECIFICATIONS:

See exhibit C

EXHIBIT B

ADDRESSES AND AUTHORIZED REPRESENTATIVES (INCLUDING LIMITATIONS)

The names, addresses and authorized representatives of the Owner, the Contractor and the Design Professional are:

OWNER: Lewis-Clark State College
500 8th Ave
Lewiston, ID 83501

Owner Representative: Julie Crea, Vice President for Finance and Administration
Telephone: (208) 792-2240
jcrea@lcsc.edu
May sign for Owner: Yes [X] No []

DESIGN PROFESSIONAL: Castellaw-Kom Architects
1126 Main Street
Lewiston, ID 83501
(208) 746-0183
Architect of Record: Greg Castellaw
Project Manager: Ben Larsen
blarsen@ckarchitects.com

CONTRACTOR: Contractor Name
Address
Phone number
Public Works Contractors License No. _____

Officer: Name
Phone number
Email

Contractor's
Project Manager: _____ (name)
_____ (telephone and FAX)
_____ (E-mail)
May sign for Contractor: Yes [] No []
Change Orders: up to: \$_____.00
Construction Change Authorizations: up to: \$_____.00
Contractor's Request for Payment

Contractor's
Superintendent: _____ (name)
_____ (telephone and FAX)
_____ (E-mail)
May sign for Contractor: Yes [] No []
Construction Change Authorizations: up to \$_____.00

EXHIBIT C

LIST OF DRAWINGS AND SPECIFICATIONS

Drawings and Specifications (sheet specifications) were developed for this project and include:

G1.0 – COVER PAGE, SITE PLAN, ELEVATIONS, CODE ANALYSIS

G2.0 – PROJECT SPECIFICATIONS, ADA STANDARDS

A1.0 – DEMO PLANS

A2.0 – NEW PLANS

A3.0 – ELEVATIONS

A4.0 – SCHEUDLES

A5.0 – INTERIOR ELEVATIONS, DETAILS

EXHIBIT E

NAMED SUBCONTRACTORS

Pursuant to Section 67-2310, Idaho Code, commonly known as the naming law, the names and addresses of the entities who will perform the plumbing, heating and air conditioning and electrical work were named in the bid and are as follows:

Heating Ventilating & Air Conditioning (PWCL Category 15700-HVAC)

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Idaho HVAC Contractors License No. _____

Electrical (PWCL Category 1600)

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Idaho Electrical Contractors License No. _____

Plumbing (PWCL Category 15400)

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Idaho Plumbing Contractors License No. _____

Fire Sprinkler System

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Fire Alarm System

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

EXHIBIT F

NOTICE TO PROCEED

TO CONTRACTOR: _____ LC STATE NUMBER: _____

CONTRACT DATE: _____ ARCHITECT: _____

CONTRACT AMOUNT: \$ _____

DATE OF ISSUANCE: _____ OWNER: State of Idaho

You are hereby notified to commence work on the above referenced contract on/or before _____, _____ and are to substantially complete the work within _____ consecutive calendar days thereafter; therefore your contract completion date is _____.

The contract provides for the sum of **\$500** as liquidated damages for each consecutive calendar day after the above established substantial completion date that the Work remains incomplete. Completion date will be established by "Certificate of Substantial Completion."

You are reminded that any changes to the original contract document regarding either cost or completion date must be affected by a change order approved by this department.

Your payment estimates must be submitted on Division of Public Works forms included herein. We will be most happy to assist you in preparing the payment estimate forms.

A pre-construction meeting will be held on _____ at _____.

EXHIBIT G
Idaho State Tax Commission
REQUEST FOR TAX RELEASE

Date: _____

PART I -- AWARDING AGENCY INFORMATION:

Name of agency	Mailing address	City, state, and ZIP Code
Contact name	Phone number	Email address

PART II -- CONTRACTOR INFORMATION:

Name of contractor	Mailing address	City, state, and ZIP Code
Federal EIN	Contact name	Phone number
		Email address

PART III -- CONSTRUCTION/CONTRACT MANAGER INFORMATION (if applicable):

Name of business	Mailing address	City, state, and ZIP Code
Federal EIN	Contact name	Phone number
		Email address

Send a copy of the approved Tax Release to: Awarding Agency Contractor Construction Manager

NOTE: We will email all copies unless otherwise requested

PART IV -- PROJECT INFORMATION:

Name of project	Location of project		
Description of project			
Project number assigned by awarding agency	Project start date	Project completion date	Final/closing contract amount (includes all change orders)
			\$

Did any government entities supply materials which were installed by this contractor or its subs?: Yes No

If YES, list these materials and their dollar values. (Attach additional information if needed)

List Materials	List Dollar Values of Materials
	\$
	\$
	\$

Send to: Contract Desk/Sales Tax Audit
 Idaho State Tax Commission
 PO Box 36
 Boise ID 83722-0410

Phone: (208) 334-7618 • Fax: (208) 332-6619 • Email: contractdesk@tax.idaho.gov

NOTE: Please allow 30 days to process a Tax Release Request. You must send a complete, signed Form WH-5 Public Works Contract Report to the Idaho State Tax Commission to complete this request.

EXHIBIT H

RELEASE OF CLAIMS

(TO BE COMPLETED FOR FINAL PAYMENT)

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

Dated: _____

Contractor: _____

EXHIBIT J
CONDITIONS PRECEDENT TO FINAL PAYMENT

Date: _____
LC State Project No. _____
Project Title: _____
Location: _____

Send to: Lewis-Clark State College
500 8th Ave
Lewiston, ID 83501

Copy to: Design Professional

Contractor's Responsibilities:

Per Paragraph 7:13 of the Fixed Price Contract: As a condition precedent to final payment, the Contractor must furnish the owner, in the form and manner required by Owner, to be submitted to the Design Professional for approval, the following:

- Contractor's Final Request for Payment Form has been submitted to the Owner;
- Release of Claims form has been submitted to the Owner (Exhibit H);
- Contractor's Affidavit of Payment of Debts & Claims Form has been submitted to the Owner; (G706);
- Consent of Surety to Final Payment has been submitted to the Owner (AIA G707);
- Confirmation of all required training (DPW's Training Confirmation Exhibit K), product warranties, operating manuals, instruction manuals and other record documents, drawings and items customarily required of the Contractor has been submitted to the Owner.
- Public Works Contract Tax Release from the Idaho Tax Commission has been submitted to the Owner;
- DOPL Letter of Completion/Final Inspection has been submitted to the Owner (as required); and
- Project Finalization and Start Up has been uploaded submitted to the Owner; (as required, Exhibit L).

Contractor's Signature

Date

Design Professional's Approval for Payment:

- All Documents Required per Paragraph 7.13 of the FPCC have been submitted to the Owner.
- All Warranties, Guarantees, etc. have been received, approved and have been submitted to the Owner
- Contractor's As-Built Drawings, have been received, reviewed, approved, and submitted to the Owner.
- Final punch list with AE's verification that all items have been completed, and submitted to the Owner.
- Record Drawings have been completed by AE. All required copies of the Record Documents and electronic media are attached and submitted to the Owner in PDF, and DWG 2010 format. DWG files should be bound in zip folder, or "e-transmit" folder, containing all drawing files with relevant dependencies (i.e. x-refs, images, title blocks, and pen settings).
Record Drawings are a requirement for the AE's final payment; not the Contractor's.

To the best of my knowledge, information, and belief, and on the basis of my observations and inspections, I certify the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the required documentation required by Paragraph 7.13 of the fixed priced contract has been received. The entire balance, as shown on the attached Final Request for Payment, is due and payable.

Design Professional's Signature

Date

EXHIBIT L

PROJECT FINALIZATION AND START-UP

Upon completion of the equipment and systems installation and connections, the contractor shall assemble all equipment factory representative and subcontractors together for system start-up.

These people shall assist in start-up and check out their system(s) and remain at the site until the total system operation is acceptable and understood by the agency's representative(s). The factory representative and system subcontractor shall also give instructions on operation and maintenance of their equipment to the agency's maintenance and/or operation personnel. To prove acceptance of operation and instruction by the agency's representative(s), this written statement of acceptance shall be signed below.

“I, the Contractor, associated factory representative and subcontractors, have started each system and the total system; and have proven their normal operation to the agency's representative(s) and maintenance/operation personnel and have instructed him/them in the operation and maintenance thereof.”

Design Professional

Contractor

Signature

Signature

Date

Date