SPECIFICATIONS

FOR

STATE OF IDAHO
SOUTHEAST REGION

SERVICE CONTRACT FOR
ABESTOS ABATEMENT

DPW PROJECT 09952

TIM MASON
ADMINISTRATOR, DIVISION OF PUBLIC WORKS

PSN
1-4

CONTENTS

ADVERTISEMENT FOR BIDS

INSTRUCTIONS TO BIDDERS (AIA Doc. A701, 1997 Edition)

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

BID PROPOSAL

CONTRACTOR'S AFFIDAVIT CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

BIDDER'S ACKNOWLEDGEMENT STATEMENT

AGREEMENT BEWTWEEN OWNER AND CONTRACTOR

GENERAL CONDITIONS (AIA Doc. A201, 1997 Edition)

SUPPLEMENTARY CONDITIONS

OFF-SITE STORAGE OF MATERIALS

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

CONTRACTOR'S REQUEST FOR TAX RELEASE

RELEASE OF CLAIMS

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by Division of Public Works, State of Idaho at 502 N 4th Street, Boise, Idaho until **2:00** PM prevailing local time, on **December 23, 2008** for Asbestos Abatement Service Contract, Southeast Region DPW Project **09952**.

A description of the work of this project can be summarized to include: asbestos abatement services in the Southeast region of the state including the following locations: Pocatello, Blackfoot, Idaho Falls and St. Anthony area including Idaho State University, State Hospital South, Eastern Idaho Technical College, Idaho Falls State Office Building, State Juvenile Correction Center and regional offices of the departments of Health & Welfare, Lands, Fish and Game, Transportation, Correction, and Labor.

Proposals will be opened and publicly read at the above hour and date.

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

Division of Public Works, 502 N 4th St, Boise, Idaho 83702
Associated General Contractors, 1649 W Shoreline Dr Ste 100, Boise, Idaho 83702
McGraw-Hill Construction/Dodge Plan Center, 8060 W Arapahoe Ct, Boise, Idaho 83702
Idaho Plan Room c/o Blue Prints Plus, 4082 Chinden Blvd, Boise, Idaho 83714
Associated General Contractors, 984 John Adams Pkwy, Idaho Falls, Idaho 83401
The Builder's Exchange 120 N 12th Ste 8, Pocatello, Idaho 83201

A bid bond in the amount of $2,500 (5% of an estimated $50,000 annual expenditure) is required.

One set of documents may be obtained by licensed asbestos abatement contractors from the Division of Public Works at the above address or at http://adm.idaho.gov/pubworks/dpwconstprojects.htm.

Questions may be directed to Darrel Pewtress, Asbestos Program Manager at (208) 332-1908.

A Public Works Contractors License for the State of Idaho is required to bid on this work.

Estimated Cost: $50,000 annual expenditure

Robert R. Unrau, Senior Project Manager
Division of Public Works

END OF ADVERTISEMENT FOR BIDS

AIA® Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:
(Name and location or address):
Asbestos Abatement Service Contract, Southeast Region
DPW Project 09952

THE OWNER:
(Name and address):
State of Idaho
Department of Administration
Division of Public Works
PO Box 83720
502 N 4th Street
Boise, Idaho 83720-0072
Phone: (208) 332-1900
Fax: (208) 334-4031

THE ARCHITECT:
(Name and address):
N/A

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:32:55 on 12/04/2008 under Order No.1000342951_1 which expires on 2/11/2009, and is not for resale.
User Notes: (2339986436)

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:32:55 on 12/04/2008 under Order No.1000342951_1 which expires on 2/11/2009, and is not for resale.
User Notes: (2339986436)

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:32:55 on 12/04/2008 under Order No.1000342951_1 which expires on 2/11/2009, and is not for resale.
User Notes: (2339986436)

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:32:55 on 12/04/2008 under Order No.1000342951_1 which expires on 2/11/2009, and is not for resale.
User Notes: (2339986436)

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- **.1** a designation of the Work to be performed with the Bidder's own forces;
- **.2** names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- **.3** names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:32:55 on 12/04/2008 under Order No.1000342951_1 which expires on 2/11/2009, and is not for resale.
User Notes: (2339986436)

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:32:55 on 12/04/2008 under Order No.1000342951_1 which expires on 2/11/2009, and is not for resale.
User Notes: (2339986436)

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following supplements modify, change, delete from or add to the Instructions to Bidders, AIA Document A701 - 1997. Where any Article of the Instructions to Bidders is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by the Supplementary Instructions to Bidders, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

ARTICLE 4 BIDDING PROCEDURES

Add to or supplement Article 4, the following:

4.1.1 A photocopy of the form bound in the Project Manual or a modified form included in an addendum is acceptable.

4.1.7 A corporate seal is not required if not required by the state of incorporation.

4.1.8 Bidder shall be a legal resident of the United Sates of America and shall only employ legal residents.

4.1.8.1 If the Bidder is a corporation, partnership, sole proprietorship or other legal entity, and employs individual persons, by submitting its bid, Bidder warrants that any contract resulting from this invitation to bid is subject to Executive Order 2006-40 [http://gov.idaho.gov/mediacenter/execorders/eo06/eo_2006-40.html]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that 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 termination of its contract; or

4.1.8.2 If the Bidder is a natural person eighteen (18) years of age or older,

a. by submitting its bid, Bidder warrants that its bid is subject to Idaho Code section 67-7903 [http://www3.state.id.us/cgi-bin/newidst?sctid=670790003.K] and, pursuant thereto, by submitting its bid, Bidder attests, under penalty of perjury, that it is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law; and

b. prior to being issued a contract, Bidder will be required to submit proof of lawful presence in the United States in accordance with Idaho Code section 67-7903.

4.2.1 Delete the last sentence.

4.2.1.1 To be considered, proposals must be accompanied by an acceptable security, in an amount not less than five (5) percent of the total amount of the bid including add alternates. The security may be in the form of a bond, or a certified or cashier's check.

4.2.1.2 A successful bidder who fails to sign the contract for the work or furnish the required bonds within 10 days following the receipt of notice of intent to award a contract, shall forfeit the security. The owner may then award the contract to the next lowest bidder.

4.2.2 A standard surety bid bond form meeting all the conditions of AIA Document A310 is acceptable.

4.2.3.1 The specified time for retainage of the bid security is 45 days after the opening of bids, so long as the bidder has not been notified of the acceptance of the bid.

4.3.1.1 The mailing envelope containing the bid shall be addressed as follows:

ATTENTION: Darrel Pewtress
DPW Project 09952
Asbestos Abatement Service Contract, Southeast Region
Division of Public Works
PO Box 83720
Boise, Idaho 83720-0072

4.3.5 Along with his bid the bidder shall submit an affidavit certifying his compliance with Idaho Code, Title 72, Chapter 17, requiring the contractor and his subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the contract.

4.3.6 Along with his bid the bidder shall submit an executed copy of the Bidder's Acknowledgement Statement provided herein.

ARTICLE 5 CONSIDERATION OF BIDS

Delete paragraph 5.3.2 and substitute the following:

5.3.2 Determination of low bid will be determined by the following formula.

Hourly rates for Labor:

Regular work hours Monday through Friday

(Regular Rate)	Supervisor	$_____	per hour X 40 hrs* =	A$_____
	Certified Worker	$_____	per hour X 120 hrs* =	B$_____
	Non-Certified Worker	$_____	per hour X	

Other than regular hours Monday through Friday, including Saturday and Sunday

(Shift Rate)	Supervisor	$_____	per hour X 8 hrs* =	C$_____
	Certified Worker	$_____	per hour X 24 hrs* =	D$_____
	Non-Certified Worker	$_____	per hour X	

More than 8 hours worked in a 24 hour period (12 midnight to 12 midnight) or more than 40 hours worked in a 7 day period starting Sunday at midnight.

(Overtime Rate)	Supervisor	$_____	per hour X 4 hrs*=	E$_____
	Certified Worker	$_____	per hour X 12 hrs*=	F$_____
	Non-Certified Worker	$_____	per hour X	

Material Cost:

Materials, authorized consumables, and disposal charges will be paid at the Contractor's invoice cost plus the following percentage markup: Cost Plus _____ percent (Percent markup/100+1) X $10,000*=M$

Total Bid Amount A+B+C+D+E+F+M=T$_____

*The annual labor hours and material costs factors are for bid evaluation only. The actual hours worked in a one year period may vary.

Add to Article 5, the following:

5.4 PUBLIC WORKS CONTRACTORS LICENSE

This Public Works project is not financed in whole or in part by Federal Aid Funds. Bid Proposals will be accepted from those contractors only (prime contractors, subcontractors, and/or specialty contractors) who, prior to the bid opening, hold current licenses as public works contractors in the State of Idaho.

5.5 EMPLOYMENT PRACTICES

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

5.7 IDAHO DOMICILED CONTRACTORS

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

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

ARTICLE 6 POST BID INFORMATION

Delete paragraph 6.2

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

Modify and add to Article 7, the following:

In subparagraph 7.2.1, in the first sentence, delete "three days following the date of execution of the Contract" and substitute "ten days following the receipt of Agreement Between Owner and Contractor".

7.2.2.1 Performance bond and labor and material payment bond are required for this project; at the time of award, each in an amount of $50,000, and by a surety company authorized to do business in Idaho. If the total value of work performed under the Agreement exceeds $50,000, the Contractor will be required to present performance and labor and material payment bonds in the amount listed in the Service Contract Notice to Proceed issued for a specific project.

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

BID PROPOSAL

TO: State of Idaho
Division of Public Works

Gentlemen:

The Bidder, in compliance with your invitation for bids for the Asbestos Abatement Service Contract, Southeast Region, DPW Project 09952 having examined the bidding and contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to provide the service and insurance in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents.

Bidder hereby agrees to commence work on various projects assigned under this contract on a date to be specified in written "Service Contract Notice to Proceed" of the Owner and to substantially complete the projects with due diligence. This service will be in effect for a period of one year from the date of the Agreement Between Owner and Contractor with provisions for two one-year extensions.

Bidder acknowledges receipt of addenda No. _____.

PROPOSAL: Bidder agrees to commence work on various projects in accordance with the specifications and as outlined in a specific Service Contractor Notice to Proceed for the following rates:

Hourly Rates for Labor:

Regular work hours Monday through Friday
(Regular Rate) Supervisor $_____ per hour

Certified Worker $_____ per hour

Other than regular hours Monday through Friday, including Saturday and Sunday
(Shift Rate) Supervisor $_____ per hour

Certified Worker $_____ per hour

More than 8 hours worked in a 24 hour period (12 midnight to 12 midnight) or more than 40 hours worked in a 7 day period starting Sunday at midnight
(Overtime Rate) Supervisor $_____ per hour

Certified Worker $_____ per hour

Material Cost:

Materials, authorized consumables and disposal charges will be paid at the Contractor's invoice cost plus the following percentage markup:

Cost plus _____ percent

Travel Costs:

The Contractor will be paid for one company vehicle related to travel at a rate of $.585 per mile, and one equipment truck at a rate of $.685 per mile, on any project that is more than 35 miles from the Contractor's principal place of business. In the event that the Contractor's principal place of business is outside the State of Idaho, the Owner will pay mileage from the city within the region that has the largest population, or the Contractor's place of business, whichever is closer. The State Travel Mileage Chart will be used to determine the actual miles.

Hourly rates for personnel do not apply during travel and will only apply to on-site construction activities.

Overnight lodging will be allowed for projects that are more than 50 miles from the Contractor's principal place of business. In the event that the Contractor's principal place of business is outside the State of Idaho, the Owner will pay lodging for projects that are more than 50 miles from the city within the region that has the largest population, or the Contractor's principal place of business, whichever is closer. The maximum allowable lodging cost will be $80.00 per day per person.

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

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders as modified by the Supplementary Instructions to Bidders.

The bid security attached in the amount of $2,500 is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to Executive Order 2006-40 (http://gov.idaho.gov/mediacenter/execorders/eo06/eo_2006-40.html) and Subparagraph 4.1.8.1 of the Supplementary Instructions to Bidders.

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____, and is domiciled in the State of _____.

Respectfully submitted by:

_____
(Company)

(Seal - if bid is by a corporation)

_____
(Business Address)

_____

_____
(Authorized Signature)

_____
(Title)

_____
(Telephone Number)

_____
(FAX Number)

Have you remembered to include bid security (bid bond or a certified or a cashiers check), Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace and a signed copy of the Bidder's Acknowledgment Statement in with your bid? If these are not included, your bid will be considered non-responsive.

END OF BID PROPOSAL

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

COUNTY OF _____

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

_____
Name of Contractor

_____
Address

_____
City and State

By: _____
(Signature)

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

Commission expires:

_____
NOTARY PUBLIC, residing at

_____

_____

Execute and Submit with Bid.

BIDDER'S ACKNOWLEDEGEMENT 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.

Division of Public Works Project No. _____

_____

_____

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

- Contractor agrees to comply with subparagraph 13.1.3 of the Supplementary Conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code requiring the employment of 95% bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents.

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

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

- The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in paragraph 7.3.10 of the General Conditions of the Contract for Construction, as supplemented, which are stated below.

    1. for total changes of $10,000 or less in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed twenty percent (20%) of direct costs.

    2. for total changes exceeding $10,000 in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs.

    3. the Contractor will determine the amount of overhead and profit to be apportioned between the Contractor and its subcontractor of allowable amounts of overhead, profit, bonds and insurance.

- The Contractor agrees that Change Orders are governed by the General Conditions of the Contract for Construction, as supplemented, including but not limited to Section 7.2.3 and Section 7.2.4 of the Supplementary Conditions:

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

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

FAILURE TO EXECUTE THIS ACKNOWLEDGEMENT WILL MAKE THE BID NONRESPONSIVE.

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

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

_____has fully read and
(type or print name of company)
understands this document and that it highlights certain parts of the contract that will be entered between the parties and that will govern this Project.

Signed: _____

Title: _____

Date: _____

END OF BIDDER'S ACKNOWLEDGEMENT STATEMENT

AGREEMENT BETWEEN OWNER AND CONTRACTOR

DPW Project Number 09952
Asbestos Abatement Service Contract, Southeast Region
Department of Administration

THIS AGREEMENT, made as of the day of in the year of Two Thousand .
BETWEEN the OWNER: The State of Idaho, through the Division of Public Works, executed by the Administrator of said Division, hereinafter referred to as the "Owner", and hereinafter referred to as the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary, and Other Conditions), the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2

THE WORK

The Contractor shall perform all the work required by the Contract Documents for the Division of Public Works Asbestos Abatement Service Contract and as described within a Service Contract Notice to Proceed issued for a specific project.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The work to be performed under the Contract shall be commenced upon receipt of a Service Contract Notice to Proceed for each specific project, and shall be executed expeditiously with adequate forces.

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work as provided in the Contract Documents.

Hourly Rates for Labor:

Regular work hours Monday through Friday

(Regular Rate)	Supervisor	$	per hour
	Certified Worker	$	per hour

Other than regular hours Monday through Friday, including Saturday and Sunday

(Shift Rate)	Supervisor	$	per hour
	Certified Worker	$	per hour

More than 8 hours worked in a 24 hour period (12 midnight to 12 midnight) or more than 40 hours worked in a 7 day period starting Sunday at midnight

(Overtime Rate)	Supervisor	$	per hour
	Certified Worker	$	per hour

Material Cost:

Materials, authorized consumables and disposal charges will be paid at the Contractor's invoice cost plus the following percentage markup:

Cost plus percent

Travel Costs:

The Contractor will be paid for one company vehicle related to travel at a rate of $.585 per mile, and one equipment truck at a rate of $.685 per mile, on any project that is more than 35 miles from the Contractor's principal place of business. In the event that the Contractor's principal place of business is outside the State of Idaho, the Owner will pay mileage from the city within the region that has the largest population, or the Contractor's place of business, whichever is closer. The State Travel Mileage Chart will be used to determine the actual miles.

Hourly rates for personnel do not apply during travel and will only apply to on-site construction activities.

Overnight lodging will be allowed for projects that are more than 50 miles from the Contractor's principal place of business. In the event that the Contractor's principal place of business is outside the State of Idaho, the Owner will pay lodging for projects that are more than 50 miles from the city within the region that has the largest population, or the Contractor's principal place of business, whichever is closer. The maximum allowable lodging cost will be $80.00 per day per person. Receipts are to be included with each request for payment.

ARTICLE 5

PAYMENTS

Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make payments on account of the amount due to the Contractor as provided in Article 4 of this Agreement. Projects of more than two months duration may be billed monthly.

ARTICLE 6

EXTENSION OF AGREEMENT

This agreement may be extended for an additional 12-month period at no change in contract amount or conditions if agreed to in writing by the Contractor and the Owner 60 days prior to its expiration. Two successive extensions may be authorized prior to rebidding.

This Agreement entered into as of the day and year first written in the beginning of this agreement.

OWNER
State of Idaho
Division of Public Works

By_____
Tim Mason, Administrator

CONTRACTOR

By_____

Tax ID#_____

GENERAL CONDITIONS

AIA Document A201, General Conditions of the Contract for Construction, 1997 Edition, is hereby included by reference and shall be a part of the Contract Documents. Copies of AIA Document A201 are available for review at the offices of the Owner and Architect. Copies of the document may be purchased from the American Institute of Architects or its local distributor.

SUPPLEMENTARY CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction", AIA Document A201, 1997. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 2 OWNER

2.1 General

In subparagraph 2.1.1, delete the second sentence and substitute the following:

> "The Administrator of the Division of Public Works for the State of Idaho may delegate in writing a representative or representatives who shall have only such express authority as indicated in the written document. An acting administrator duly appointed by the Administrator or the Director of the Department of Administration shall have authority to act in behalf of the Administrator and to bind the Owner with respect to all matters requiring the Owner's approval or authorization."

Add to 2.1.1 the following:

2.1.1.1 The Administrator of the Division of Public Works shall be the sole representative of the State of Idaho and here and after shall be designated as the Owner. Wherever in these specifications and contract the term "Owner" shall mean the State of Idaho as represented by the Administrator of the Division of Public Works or an authorized representative.

2.1.1.2 The Owner will assign a Project Manager and a Field Representative to represent the Owner. The Field Representative's duties, responsibilities and limitations of authority are set forth in accordance with agency guidelines, which are available to the Contractor.

Delete subparagraph 2.1.2

2.2 Information and Services Required of the Owner

Delete subparagraph 2.2.1

Delete subparagraph 2.2.2 and substitute the following:

2.2.2 Except for permits and fees, including those required under subparagraph 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner will secure and pay for the plan check fee required by the Division of Building Safety, conditional use permits, and any other permits and fees specifically indicated in the Contract Documents to be secured and paid for by the Owner. The State of Idaho is exempt from taxes and use fees and connection fees that can be construed as taxes, and will not pay for or reimburse the Contractor for such taxes and fees.

Delete subparagraph 2.2.3 and substitute the following:

2.2.3 The Owner may furnish to the Architect for inclusion with the Contract Documents surveys describing physical characteristics and utility locations for the site of the project.

2.4 Owner's Right to Carry Out the Work

In subparagraph 2.4.1 delete the next to last sentence.

ARTICLE 3 CONTRACTOR

3.3 Supervision and Construction Procedures

In subparagraph 3.3.1, in the last sentence, change the word "Owner" to the word "Architect".

3.6 Taxes

Add to 3.6 the following:

3.6.2 The Contractor, in consideration of securing the business of erecting or constructing public works in this State, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the state, 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;

2. 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 his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

3. That, in the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him 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.

3.6.3 Before entering into a contract, the Contractor shall be authorized to do business in the state and shall submit a properly executed Contractor's Affidavit Concerning Taxes. (Page CA-1)

3.6.4 Within ten days of receipt of forms from Owner, Contractor shall complete and return to Owner forms as required by tax collector, showing dates, names, addresses, contracting parties, including all subcontractors, and all other relevant information, which may be required.

3.7 Permits, Fees and Notices

In subparagraph 3.7.1 delete "the building permit and other" and substitute "all". Refer to Supplementary Condition 2.2.2 for permits and fees provided by the Owner.

Add to 3.7.1 the following:

3.7.1.1 The Contractor shall pay for plumbing and electrical permits required by the Idaho Division of Building Safety. The Contractor shall obtain and pay for all licenses and permits and shall pay all fees and charges for connections to outside services and for the use of municipal or private property for storage of materials, parking, utility services, temporary obstructions, enclosures, opening and patching of streets, etc., off of the property of the State arising from the construction and completion of the Work. The

Contractor is not responsible for and will not be required to pay impact fees, sewer capacity fees and similar forms of taxes imposed by local taxing bodies.

3.9 Superintendent/Project Manager

Delete subparagraph 3.9.1 and substitute the following:

3.9.1 The Contractor shall employ a competent superintendent and necessary assistants, as needed, to oversee execution of the project. The superintendent shall be in attendance at the Project site during the progress of the Work. The superintendent and project manager, if the Contractor utilizes a project manager, shall be reviewed and approved by the Architect and Owner, and neither shall not be changed except with the consent of the Architect and Owner, unless the superintendent or project manager, if a project manager is used, cease to be employed by the Contractor. Under this circumstance, any new superintendent or new project manager must be satisfactory to the Architect and Owner. 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. Important communications will be confirmed in writing.

3.12 Shop Drawings, Product Data and Samples

In subparagraph 3.12.10, in the third sentence, delete "the Owner and". In the sixth sentence change "Owner and Architect have" to "Architect has". Also delete the last two sentences.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 Architect

After subparagraph 4.1.1 add the following:

4.1.1.1 Throughout the contract documents where the term Architect is used it shall be interpreted to mean the design Engineer as identified on the cover of the project manual.

4.2 Architect's Administration of the Contract

In subparagraph 4.2.1, delete from the first sentence "and will be the Owner's representative."

In subparagraph 4.2.2, delete from the first sentence "as a representative of the Owner".

Delete subparagraph 4.2.10 and substitute the following:

4.2.10 The Architect will provide a project representative and indicate the limitations of his authority during the construction of the Work. The Owner will assign a Project Manager to the project and will also assign a Field Representative who will observe the work and report to the Architect and the Owner's Project Manager.

4.3 Claims and Disputes

Delete subparagraph 4.3.2 and substitute the following:

4.3.2 Time Limits on Claims. A Claim by either party must be made by written notice to the Architect within ten (10) days from the date of the occurrence of the event or discovery of the condition giving rise to the Claim or within ten (10) days from the date that the Claimant knew or should have known of the event or condition. Unless the Claim is made within the aforementioned time requirements, it shall be deemed to be waived. The written notice of Claim shall include a factual statement of the basis for the Claim, pertinent dates, contract provisions offered in support of the Claim, additional materials offered in support of the Claim and the nature of the resolution sought by the Claimant. The Architect will not consider, and the Owner shall not be responsible or liable for, any Claims from subcontractors, suppliers, manufacturers, or other persons or entities not a party to this Contract. Once a Claim is made, the Claimant shall cooperate with the Architect and the party against whom the Claim is made in order to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition.

Delete subparagraph 4.3.4 and substitute the following:

4.3.4 Concealed or Unknown Conditions. If conditions are encountered at the site which are subsurface or are otherwise concealed or unknown physical conditions which differ materially from those indicated in the Contract Documents or which were not reasonably susceptible of being disclosed by the Contractor's examination of the site in accordance with Subparagraph 4.3.4.1 of these Supplementary Conditions, then notice by the observing party shall promptly be given to the Architect and the other party before the conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially from the Contract Documents or if they were not reasonably susceptible of being disclosed by the Contractor's examination of the site, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both, if the conditions cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Contract. If the Architect determines that the conditions at the site do not warrant an adjustment in the Contract terms, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. If the Owner and the Contractor cannot agree on an equitable adjustment to the Contract terms or otherwise disagree with the determination of the Architect, the matter shall be subject to further proceedings in accordance with Paragraph 4.4.

Add to 4.3.4 the following:

4.3.4.1 The Contractor agrees and acknowledges that he has had sufficient time and opportunity to examine the Contract Documents and the site of the work in order to undertake any necessary actions to determine the character of the subsurface materials and site conditions to be encountered. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a subsurface, concealed or unknown site condition, which does not differ in any material respect from those conditions, disclosed or which reasonably should have been disclosed or identified by the Contractor's examination of the Contract Documents and the site of the work.

Add to 4.3.5 the following:

4.3.5.1 The Contractor shall not be entitled to an adjustment in Contract Time or in Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by the Contractor or anyone for whose acts the Contractor is responsible. The Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is delayed or changed due to the fault of the Owner. To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, the Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, but shall not be entitled to an adjustment in Contract Sum. In the event that the

Contractor is entitled to an adjustment in Contract Sum, the Owner will pay only for the following verifiable costs directly associated with the time extension or delay: 1) the actual labor costs, fringe benefits, employment taxes and insurance related to the Project Superintendent; 2) the cost associated with the fair rental value of the Project Superintendent's vehicle directly related to the time extension; 3) the direct costs attributable to the extension for the field office facility, including telephone lines, utilities, power, lights, water, and sewer (toilets). Mark-up on these costs will not be allowed. The Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay regardless of cause.

Add to 4.3.7 the following:

4.3.7.3 All Claims for costs related to Claims for additional time shall be pursuant to Paragraph 4.3. The Contractor shall not be entitled to make a Claim for adjustment in the Contract Sum based upon the matter of adverse weather conditions or force majeure.

4.4 Resolution of Claims and Disputes

In subparagraph 4.4.1, in the first sentence, delete "but excluding those arising under paragraphs 10.3 through 10.5". In the second sentence after ... Contractor and Owner, delete the rest of the sentence.

In subparagraph 4.4.2 delete actions (3), (4) and (5) and substitute the following:

(3) recommend approval of all or part of the Claim, or (4) attempt to facilitate the resolution of the Claim through informal negotiations.

In subparagraph 4.4.3, delete the last sentence.

In subparagraph 4.4.5, delete "and arbitration"

Delete subparagraph 4.4.6.

Delete subparagraph 4.4.8.

4.5 Mediation

In subparagraph 4.5.1 change "initial" to "final" and delete "or 30 days after submission of the Claim to the Architect".

In subparagraph 4.5.2 delete the last sentence.

4.6 Arbitration

Delete entirely all subparagraphs in 4.6 and substitute the following:

4.6.1 The Contractor and the Owner shall not be obligated to resolve any Claim or dispute related to this Contract by arbitration. Upon agreement of the parties and following the exhaustion of mediation, any Claim related to this Contract may be submitted to arbitration, either binding or non-binding, upon mutually agreeable terms and conditions. In the absence of such agreement, any reference in this Contract to arbitration is deemed void and has no force or effect.

ARTICLE 7 CHANGES IN THE WORK

7.2 Change Orders

Add to 7.2 the following:

7.2.1 In the first sentence, change "prepared by the Architect and signed by the Owner and Architect" to "prepared and signed by the Owner"

7.2.2.1 The amount allowed for overhead and profit on any change order is limited to the amount indicated in Article 4 of the Agreement Between Owner and Contractor.

7.2.3 Any Change Order prepared, including but not limited to 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, but not limited to, all direct, indirect and consequential costs associated with such change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

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

7.3 Construction Change Directives

After subparagraph 7.3.1 add the following:

7.3.1.1 A Construction Change Directive, within limitations, may also be used to incorporate minor changes in the work agreed to by the Architect's representative, the Division of Public Works Field Representative, and the Contractor's Superintendent. The limits of these representatives' authority with regard to Construction Change Directives shall be documented in writing by the Architect, Owner and Contractor.

In subparagraph 7.3.4 after the word "Architect" insert the following words: "in writing within forty-eight hours ".... The balance of the subparagraph remains unchanged.

In subparagraph 7.3.5, in the last sentence, delete "recorded as a" and substitute "incorporated into a future".

In subparagraph 7.3.6, in the first sentence, delete the words "a reasonable allowance for overhead and profit" and substitute the words "an allowance for overhead and profit in accordance with subparagraph 7.3.10 of these Supplementary Conditions." In the second sentence after the words "In such case," add the words "of an increase in Contract Sum".

In subparagraph 7.3.8 delete the last two sentences.

Add to 7.3 the following:

7.3.10 For purposes of subparagraphs 7.2.2.1 and 7.3.6 of these Supplementary Conditions, the allowance for combined overhead and profit shall be limited as follows, unless otherwise provided in the Contract Documents:

.1 for total changes of $10,000 or less in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier, combined shall not exceed twenty percent (20%) of direct costs.

.2 for total changes exceeding $10,000 in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier, combined shall not exceed fifteen percent (15%) of direct costs.

.3 the Contractor will determine the apportionment between the Contractor and its subcontractors of allowable amounts of overhead, profit, bonds and insurance.

ARTICLE 8 TIME

8.1 Definitions

Add to subparagraph 8.1.1 the following:

8.1.1.1 The Contractor shall substantially complete the work as defined by Subparagraph 9.8.1 as stated in the Service Contractor Notice to Proceed for a specific project.

In subparagraph 8.1.2, delete the word "Agreement" and substitute the words "Service Contractor Notice to Proceed".

8.3 Delays and Extensions of Time

In subparagraph 8.3.1 delete the words "and arbitration".

Delete subparagraph 8.3.3 and substitute the following:

8.3.3 Notwithstanding any term, condition or provision to the contrary in this Contract, the remedies available to the Contractor for adjustments of Contract Time and Contract Sum by reason of delay shall be those set forth in subparagraph 4.3.5.1 of these Supplementary Conditions.

8.3.4 If the Contractor submits a progress report or schedule indicating, or otherwise expressing an intention to achieve completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 Contract Sum

Add to subparagraph 9.1 the following:

9.1.1.1 Work shall only begin after receipt of a Service Contract Notice to Proceed signed by an authorized agent of the owner, describing the extent of work to be done by such order.

9.2 Schedule of Values

9.2.1 In the first sentence, delete the word "Architect" and replace with "Architect and Owner".

9.3 Applications for Payment

Delete subparagraph 9.3.1 and replace with the following:

9.3.1 Based upon application for payment submitted to the Owner by the contractor, the Owner shall make payments in accordance with the Agreement. Application for payment shall include an itemization of all labor performed indicating names of employees and hours on the job, and invoices for all materials showing actual costs including tax. The State reserves the right to request payment records.

9.3.1.1 Applications for payment are to be submitted after completion of work performed under each Service Contract Notice to Proceed, excepting projects exceeding two months which may be billed monthly.

9.3.1.2 Payments will be based on hourly rates established in the Agreement for actual hours worked at the project site. Insurance, bonds, and other related expenses are considered a part of business overhead and are to be included in the hourly rate structure. Travel costs shall be paid as per the Agreement. Services shall be conducted during regular working hours unless otherwise requested or authorized by the owner's representative.

9.3.1.3 Material and parts will be paid at contractor's invoice cost plus a percentage markup as stated in the Agreement. Shipping costs, permit fees, and taxes will be paid at contractor's invoice cost without any markup. A copy of all invoices must be submitted with billings for any item exceeding $100.00. The Contractor may be requested to provide invoices for any items at the discretion of the owner.

9.3.1.4 The Contractor will be paid for one company vehicle related to travel at a rate of $.585 per mile, and one equipment truck at a rate of $.685 per mile, on any project that is more than 35 miles from the Contractor's principal place of business. In the event that the Contractor's principal place of business is outside the State of Idaho, the Owner will pay mileage from the city within the region that has the largest population, or the Contractor's place of business, whichever is closer. The State Travel Mileage Chart will be used to determine the actual miles.

Hourly rates for personnel do not apply during travel and will only apply to on-site construction activities.

Overnight lodging will be allowed for projects that are more than 50 miles from the Contractor's principal place of business. In the event that the Contractor's principal place of business is outside the State of Idaho, the Owner will pay lodging for projects that are more than 50 miles from the city within the region that has the largest population, or the Contractor's principal place of business, whichever is closer. The maximum allowable lodging cost will be $80.00 per day per person.

9.3.1.5 Payment requests shall be billed to and paid by the Owner. The Contractor will be required to break the billing down into categories by building and/or area or as otherwise agreed to by both the Owner and the contractor.

9.3.1.6 Payments shall become due thirty (30) days after an acceptable payment request is received by the Owner. Unacceptable payment requests are to be returned to the contractor within fifteen (15) days with an explanation of the rejection.

9.3.1.7 The Agency reserves the right to provide materials to the Contractor, or to award the work to another contractor.

Add to 9.3.2 the following:

Off site storage will not be approved at locations more than thirty (30) miles from the project site or outside the State. Any materials stored off site and paid for by the Owner shall be physically marked as being the property of the State of Idaho.

9.4 Certificates of Payment

9.4.1 In the first sentence, replace "The" with "If required by the Owner, the"

9.5 Decisions to Withhold Certification

9.5.1 In the first sentence, replace "The" with "If required by the Owner, the"

9.6 Progress Payments

9.6.1 Delete "After the Architect has issued a Certificate for Payment," and replace with "If the Architect has issued a Certificate for Payment or, after the Owner has received an Application for Payment from the Contractor,"; delete ", and shall so notify the Architect".

Add to 9.6.1 the following:

9.6.1.1 Until conditions set forth in paragraph 9.10 are met, the Owner shall pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. If the Architect 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 9.10.

9.6.1.2 Progress Payments shall fall due twenty-one (21) days after the Architect's Certificate for Payment is received by the Owner.

Add to 9.6.2 the following:

9.6.2.1 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.

9.6.3 Delete "The Architect will" and replace with "The Owner will"

9.7 Failure of Payment

Delete paragraph 9.7 and subparagraph 9.7.1 in their entirety.

9.8 Substantial Completion

9.8.2 In the first sentence, replace "When" with "If requested by the Owner and when"

9.10 Final Completion and Final Payment

In subparagraph 9.10.1, delete the words "... and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable." from the end of the first sentence.

Add to 9.10.1 the following:

9.10.1.1 The final retainage shall become due and payable to the Contractor in not more than thirty (30) days after issuance of the final Certificate for Payment by the Architect, provided that the conditions of subparagraph 9.10.2 are fully satisfied.

Add to 9.10.2 the following:

The following forms shall be used as noted for requirements of subparagraph 9.10.2 and must be submitted prior to or along with the submittal of the Contractor's final request for payment, including release of any retainage.

.1 For subparagraph 9.10.2 (2) submit a completed Contractor's Affidavit of Debts and Claims (AIA form G706, 1994 ed.).

.2 For subparagraph 9.10.2 (4) submit a completed Consent of Surety to Final Payment (AIA form G707, 1994 ed.).

.3 For subparagraph 9.10.2 (5) submit: (i) a Public Works Contract Tax Release issued by the Idaho Tax Commission (See "Request for Tax Release" form, page CRTR-1, to be submitted by Contractor to the Idaho Tax Commission); and (ii) a Release of Claims (DPW form, page RC-1).

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

Add to 10.1 the following:

10.1.2 The Contractor shall maintain, in compliance with Idaho Code, Title 72, Chapter 17, a drug-free workplace program throughout the duration of this contract and shall only subcontract work to subcontractors who have programs that comply with Idaho Code, Title 72, Chapter 17.

10.2 Safety of Persons and Property

Add to 10.2.4 the following:

10.2.4.1 When use or storage of explosives or other hazardous material or equipment or unusual method is necessary, the Contractor shall give the Owner reasonable advance written notice.

10.3 Hazardous Materials

In subparagraph 10.3.1 delete the words "asbestos or"

Add to 10.3.1 the following:

10.3.1.1 Reference to polychlorinated biphenyl (PCB) in this Article does not negate the appropriate abatement of PCB containing materials as specifically required by the Contract Documents.

In subparagraph 10.3.2 delete the first word "The" and substitute the following:

> "If the hazardous materials or substances were not reasonably susceptible of being disclosed as indicated in Supplementary Condition subparagraph 4.3.4 or required to be abated by the Contract Documents, the"

In subparagraph 10.3.2 after the first sentence, delete the rest of the subparagraph.

Delete subparagraph 10.3.3.

In paragraph 10.4 after the word "Contractor", delete the rest of the sentence.

Delete paragraph 10.5

10.6 Emergencies

In subparagraph 10.6.1 delete the last sentence.

ARTICLE 11 INSURANCE AND BONDS

11.1 Contractor's Liability Insurance

In subparagraph 11.1.1.1 substitute a comma for the semicolon at the end, and add the following: "including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;"

In subparagraph 11.1.1.2 delete the semicolon at the end, and add the following: "or persons or entities excluded by statute from the requirements of Clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by that Clause;"

Add to 11.1.2 the following:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits:

1. Workers' Compensation:

(a)	State:	Statutory
(b)	Employer's Liability:	$100,000 per Accident $500,000 Disease, Policy Limit $100,000 Disease, Each Employee

2. Comprehensive or commercial general liability including premises operation; owners and contractors protective liability, products and completed operations liability, personal injury liability (including employee acts), broad form property damage liability and blanket contractual liability:

(a) For any claim for bodily injury, property damage, personal injury or due to a contractual liability, limits of not less than $1 million per occurrence.

(b) For products and completed operations coverage, coverage is to be maintained for a period of two (2) years following final payment.

(c) For the hazards of explosion, collapse, and underground, commonly referred to as XCU, coverage shall be required if the exposures exist. This coverage may be provided by the subcontractor if the State and prime contractor are named as additional insureds.

3. Business auto liability (including owned, non-owned and hired vehicles) in an amount of not less than $1 million combined single limit.

4. If the General Liability coverages are provided by a Commercial Liability policy, the:

(a) General Aggregate shall be not less than $2,000,000.

(b) Fire legal liability shall be provided in an amount not less than $50,000 per occurrence.

5. Umbrella Excess Liability:

An umbrella policy may be used in combination with other policies to provide a minimum coverage of $1,000,000.

11.1.2.2 The Owner shall be named as an additional insured on the insurance required in 11.1.2.1 items 2, 3 and 5 above and the insurance shall contain the severability of interest clause as follows:

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

11.1.2.3 The Contractor shall require all subcontractors of any tier to provide Commercial General Liability Insurance with liability limits of not less than $1,000,000 for bodily injury and property damage, and Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with liability limits of not less than $1,000,000.

Add to 11.1.3 the following:

11.1.3.1 If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance or ACORD form 25. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.

Delete paragraph 11.3 and all subparagraphs.

11.4 Property Insurance

Delete subparagraph 11.4.1.2.

Beginning with subparagraph 11.4.1.5 delete the remainder of Paragraph 11.4 and substitute the following subparagraphs:

11.4.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover such insured objects during installation and until final acceptance by the Owner. This insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work.

11.4.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of the Owner's property due to fire or other hazards, however caused.

11.4.4 Within thirty (30) days of Notice to Proceed, the Owner shall provide to the Contractor evidence of the insurance coverages required by this Paragraph 11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least thirty (30) days' prior written notice has been given to the Contractor.

11.4.5 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages to the Work caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Paragraph 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The Owner does not waive its subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work.

11.4.6 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 carried by the Owner pursuant to any of the provisions of this Paragraph 11.4. 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 (i) its having reached any such settlement or adjustment with an insurer and (ii) the receipt of any funds pursuant to this Paragraph 11.4. Any objection by the Contractor to a settlement or adjustment made under this Paragraph 11.4 must be made in writing to the Owner within five (5) business days of the notice from the Owner. The Owner and the Contractor agree to attempt to resolve the dispute by mutual agreement.

11.4.7 A loss under the Owner's property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause.

11.4.8 The Owner shall deposit proceeds so received, in a manner in which such proceeds can be separately accounted for, which proceeds the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

11.4.9 The Contractor shall pay Subcontractors their shares of the insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to acknowledge the Owner's authority under this Paragraph 11.4 and make payments to their Sub-subcontractors in similar manner.

11.4.10 Nothing contained in this Paragraph 11.4 shall preclude the Contractor from obtaining solely at its own expense, insurance on its behalf.

Add to 11.5.1 the following:

11.5.1.1 The form of bonds shall be AIA A312, Performance Bond, 1984 Edition and AIA A312 Payment Bond, 1984 Edition. Bonds shall be unmodified except as indicated below:

.1 Modification of the Performance Bond will not be accepted.

.2 The following modifications of the Payment Bond are acceptable:

a.) Subparagraph 4.3 may be added as follows:

4.3 Claimant has furnished to Surety proof of claim duly sworn to by Claimant, along with adequate supporting documentation which proves the amount claimed is due and payable.

b.) Paragraph 5 may be amended as follows:

5 If a notice required by paragraph 4 is given by Owner to the Contractor and to the Surety, that is sufficient compliance.

c.) Paragraph 6 may be deleted and the following paragraph may be substituted in its place.

6 When the claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, within a reasonable period of time, but not more than 120 days, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including but not limited to, lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, within a reasonable time, but not more than 120 days, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge of its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety defenses to or right to dispute such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against Surety to enforce any remedy available to it under this Bond.

.3 Modifications other than the above must be approved by the Owner prior to issuance of the Bond.

Add to Article 11 the following:

11.6 Indemnity

11.6.1 The Contractor shall indemnify, defend and save harmless the Owner, the Architect, and the Architect's Consultants from and against all claims, damages, costs, legal fees, expenses, actions and suits whatsoever including injury or death of others or any employee of the Contractor, subcontractors, or the sub-subcontractors, agents or employees, caused by failure to comply fully with any term or condition of the Contract, or caused by damage to or loss of use of property, directly or indirectly, by the carrying out of the work, or caused by any matter or thing done, permitted or omitted to be done by the Contractor, his agents, subcontractors or employees and occasioned by the negligence of the Contractor, his agents, subcontractors or employees.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.2 Correction of Work

In subparagraph 12.2.2.1 delete the second sentence.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Governing Law

Add to 13.1 the following:

13.1.2 Each Contractor and his subcontractors and sub-subcontractors shall comply with all Idaho Statutes with specific reference to Public Works Contractor's State License Law, Title 54, Chapter 19, Idaho Code, as amended.

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

13.2 Successors and Assigns

In subparagraph 13.2.1, in the second sentence, delete "Except as provided in Subparagraph 13.2.2,".

Delete subparagraph 13.2.2.

13.6 Interest.

Delete subparagraph 13.6.1 and substitute the following:

13.6.1 Payments due and unpaid under the Contract Documents (21 days from date received by the Owner) shall bear no interest until thirty (30) days past due, thereafter they shall bear interest at the rate of five percent (5%) per annum until the date of the check as posted by the State Controller.

13.7 Commencement of Statutory Limitation Period

Delete subparagraphs 13.7.1, 13.7.1.1, 13.7.1.2, and 13.7.1.3 and substitute the following:

13.7.1 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.

Add to Article 13 the following:

13.8 Equal Opportunity

13.8.1 The Contractor shall maintain policies of employment as follows:

13.8.1.1 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 insure 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, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

13.8.1.2 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 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 Termination by the Contractor

In subparagraph 14.1.1, in the first sentence, delete the number "30" and substitute the number "60".

Delete subparagraphs 14.1.1.3 and 14.1.1.4.

Delete subparagraph 14.1.2.

In subparagraph 14.1.3 delete “or 14.1.2”.

In subparagraph 14.1.3 delete the words "profit and damages" and substitute the words "and profit".

Delete subparagraph 14.1.4.

14.2 Termination by the Owner for Cause

In subparagraph 14.2.2.3 delete the last sentence.

14.4 Termination by the Owner for Convenience

Delete subparagraph 14.4.3 and substitute the following:

14.4.3 In the case of such termination for the Owner convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Subparagraph 14.1.3, as modified.

END OF SUPPLEMENTARY CONDITIONS

C. L. "BUTCH" OTTER
Governor
MIKE GWARTNEY
Director
TIM MASON
Administrator

State of Idaho

Department of Administration
Division of Public Works

502 N. 4th Street
P.O. Box 83720
Boise, ID 83720-0072

Design and Construction (208) 332-1900

Facilities Management (208) 332-1933

Fax (208) 334-4031

www.adm.idaho.gov

MEMORANDUM

DATE: June 11, 2007

TO: All Contractors on Idaho Division of Public Works (DPW) Projects

From: Tim Mason, Administrator

RE: Off-Site Storage of Materials

Off-Site Storage of Materials is governed by Section 9.3.2 of the General Conditions of the Contract for Construction, AIA document (A201 – 1997 ed.) as modified by the Supplementary Conditions.

> Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site for such materials and equipment stored off the site. Off site storage will not be approved more than 30 miles from the project site or outside of the State. Any materials stored off site and paid for by the Owner shall be physically marked as being the property of the State of Idaho.

Further in accordance with Section 9.3.2, the following shall apply:

1. 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.
2. All materials stored off-site must be segregated and clearly marked with the DPW project number and as being the "Property of the State of Idaho."
3. The project architect and/or the DPW field representative must have unrestricted access to the stored materials during all business hours and may physically inventory all invoiced materials and may physically inspect the storage conditions.
4. 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 of surety. Consent of local broker or agent is not acceptable.
5. The contractor must maintain and must provide to the project architect, upon request, a current log of stored materials and equipment, which reflects when materials are used or added.
6. The contractor must obtain and maintain on all materials and equipment stored off-site and in transit all risk property insurance at replacement cost, with the state of Idaho listed as loss payee.

End

State of Idaho
Department of Administration
Division of Public Works

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF _____)

COUNTY OF _____)

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

_____
Name of Contractor

_____
Address

_____
City and State

By: _____
(Signature)

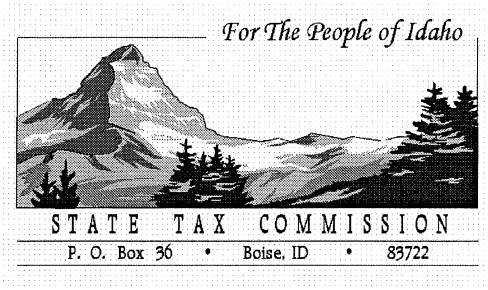
Subscribed and sworn to before me this _____ day of _____, _____ .

Commission expires:

_____
NOTARY PUBLIC, residing at

_____

_____



REQUEST FOR TAX RELEASE

Date: _____

RE: DPW Project Number: _____

Project Name: _____

State Agency: _____

Project Location: _____

Contractor Requesting Release – Name: _____

Address: _____

_____

Contact Name: _____

Telephone Number: _____

Federal Employer Identification No.: _____

Project Information:

Project is Complete: _____

Project is Substantially Complete: _____

Project Start Date: _____

Project Complete Date: _____

Final Contract Amount (including change orders): _____

Did any public works or other governmental agency supply materials, which were installed by this contractor or his subcontractors? Yes _____

No _____

If yes, list these materials and their dollar values: _____

_____

To request a Tax Release, please send this form to:

Attn: Contract Desk; Sales Tax Audit; Idaho State Tax Commission;
PO Box 36; Boise, ID 83722

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 contract number _____ Dated _____ as amended, except as herein stated.

Dated _____ Contractor _____