



# ADA COUNTY PROCUREMENT

200 West Front Street  
Boise, Idaho 83702-7300

**DATE: October 27, 2014**  
**TO: All Plan Holders**  
**FROM: Ada County Procurement**  
**NO. OF PAGES: 48**

**RFQ 15006**  
**Professional Consulting Services for Ada County Jail Security System Upgrade**

**RFQ DUE: November 3, 2014 by 4:00 p.m. local time**  
**Ada County Courthouse 200 W. Front St. Rm. 2210 Boise, ID 83702**

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**ADDENDUM NO. 2**

**NOTICE TO BIDDERS:**

1. This addendum shall be considered part of the documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original documents, this addendum shall govern and take precedent.
2. Bidders are hereby notified that they shall make any necessary adjustment in their estimates on account of this addendum. It will be construed that each bid is submitted with full knowledge of all modifications and supplemental data specified herein.
3. **Proposers must acknowledge in their RFQ that all addenda have been received or the RFQ may be deemed non-responsive.**

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**Please See Attached:**

- Questions received prior to the October 21, 2014, 4:00 p.m. local time cut off
- Sample NCLC Construction Contract
- A0.1 Overall Building code Plan
- Pre-Submittal Meeting Sign in Sheets

1. Referring to the need to “create detailed and fully coordinated Project plans and specifications”, with respect to the level of detail what expectations does the County hold in this regard? For example, the wiring diagrams interconnecting the various system equipment items can be detailed function-to-function or connector-to-connector. While both approaches are well beyond a generic approach, the more detailed connector-to-connector approach is product-specific which limits competitive bidding whereas the function-to-function approach is the industry recognized approach for project design documents which encourages price competition (RFQ Page 1).

Answer: The plans and specifications should be detailed enough for the installer to be able to do the installation with few questions. Detailed enough for easy future trouble shooting of the system when problems occur.

2. The consultant tasks include “interplay between existing systems with fire alarm system...” Are any particular legal requirements (qualifications) associated with this part of the work (RFQ Page 2)?

Answer: We are unaware of any legal requirements

3. Please confirm that the term “Project Programming” refers to documenting the physical, logical, performance and operational aspects of the security system details and not equipment or hardware programming (coding) as would typically be developed and provided as a part of the installing system (integration) contractor’s work(RFQ page 3).

Answer: Confirmed

4. Article III Items B & C – Confirm that “Preliminary plans which depict each exterior view of each structure” and “A floor plan for each room within the Project and the dimensions thereof” are appropriate for this security systems replacement project. Such requirements are not the norm but rather the common work product of an architect (contract page 3).

Answer: Exterior views are not required. A floor plan with dimensions for each room within the project will not be required; however, the Consultant will be expected to provide floor plans and dimensions for rooms that require that level of detail. An example would be a new low voltage equipment room and the layout of the equipment in that room.

5. Article IV – Confirm that the need for a Geotechnical consultant is required. Such a requirement is not the norm for electronic security system projects. The work of a Geotechnical consultant is usually civil engineering-related and associated with soil mechanics (contract page 4).

Answer: Geotechnical not needed

6. Article VII, item A – It is understood that the NCLC Fixed Price Construction Contract between Owner and Contractor is the proposed agreement form for engaging the security systems installation contractor. How does this relate to the Consultant’s Scope of Services, particularly in light of the fact that such an agreement won’t be finalized until a contractor is selected (contract page 5)?

Answer: The selected Consultant will be required to perform certain tasks on behalf of the Owner as are contemplated within the NCLC Fixed Price Construction Contract between Owner and Contractor, 1994 edition, (“NCLC Construction Contract”). A sample copy of the NCLC Construction Contract is enclosed, but has not yet been modified for this particular Project, is subject to change, and is provided for generic review purposes only.

7. Article XV – In two places this section refers to architectural work. Is any such work anticipated or required of the Consultant? Or should the word “architectural” be replaced with the word “Project” to create the document ownership relationship for the Consultant’s work (contract pages 12 and 13)?

Answer: Some Architectural/Mechanical may be needed if a new Low Voltage Room is needed, or if additional equipment load requires modification of cooling systems in existing Low Voltage Rooms.

8. In several places National Construction Law Center (NCLC) documents are referenced. This entity does not have a website and their listed telephone number in Atlanta is reported “no longer in service”. Can the County provide copies of the referenced NCLC documents for review?

Answer: See answer to question 6, above, and the enclosed sample copy of the NCLC Construction Contract. The enclosed sample NCLC Construction Contract has not yet been modified to meet the requirements for this particular Project, is subject to change, and is provided for generic review purposes only.

9. Do you have existing documentation or CAD drawings of the existing system?

Answer: We have facility plans but we do not have official CAD documents of the current jail security system.

10. Who was originally installing the current system? Do you know the contractor?

Answer: We’ve had a couple; Engineered Controlled Systems, ECS installed the systems in Pod C and HSU, they have also done upgrades to the existing system in central control. The system in Pod D was installed by Justice Systems. A local company, Integrated Security Resources, has installed many of the cameras and DVR’s that have been installed in the past few years. If you go back to the original jail expansion, we started out with Star Detention, installed our original system, Star Detention was bought out and became Telect, and then GB Manchester. There have been several name changes, company changes, and the building has been added onto a few different times in between.

11. Do you expect the consultant to develop those CAD drawings for you? To have those construction documents, I think it’s necessary to have it.

Answer: Yes the consultant will need to develop CAD drawings for the project

<b>Board of County Commissioners</b> (208) 287-7000	<b>Human Resources</b> (208) 287-7123 Fax (208) 287-6999	<b>Employee Benefits</b> (208) 287-7123 Fax (208) 287-5729	<b>Risk Management</b> (208) 287-7123 Fax (208) 287-7129	<b>Procurement</b> (208) 287-7123 Fax (208) 287-7149
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12. It sounds like a survey will be very important?

Answer: Yes

13. How many housing areas and how many control stations do you have? How many different rooms do you have?

Answer: We're going to show you that today. Central control, different control rooms, there's several. Then we have substations in the dorms, we'll go through the jail and show you as much as we can today so you can get a good idea.

14. Can we take pictures in the jail?

Answer: We don't care if you take pictures of the equipment; just take special care not to take pictures of inmates.

15. You had a mod bus plus system that had been upgraded to an Ethernet backbone, have there been any upgrades since then, a year and a half ago?

Answer: No there haven't been upgrades since then.

16. About the contract that was supplied, are you expecting a contract replied back to you with any contents or issues on there by the 24<sup>th</sup> of October?

Answer: Section VII, "RFQ Process, Award, and Contract", paragraph 5, requires prospective consultants to state any exceptions or objections they have to this RFQ by October 24, 2014. Generally this provision contemplates exceptions or objections to the *specifications* of the project. As for contract terms and conditions, negotiations are not had on those matters until after the Selection Committee has ranked submittals; see Section VII, paragraph 9. Put simply, the County does not negotiate contract terms until after the Selection Committee has completed its review and a top ranked responder is identified. Therefore, prospective consultants are not required at this time to state each and every proposed change or suggestion they may have for the contract.

Though not required to do so, to the extent a prospective consultant identifies what they believe to be materially significant issues or problems with the terms of the contract, prospective consultants are encouraged to bring those matters to the County's attention by October 24, 2014, so that the County has an opportunity to review whether changes are warranted, and if so, to allow an opportunity for all prospective consultants to be so advised.

17. Proposer asked, and followed up with a redlined contract, requesting changes to the contract attached as Exhibit 2 to the proposal packet"

Answer: Ada County will negotiate with Consultant to the extent minor changes in the contract might be necessary to allow Consultant to obtain the required insurance. However, substantive changes which alter the duties or obligations of the parties are unlikely to be entertained.

18. So just a simple document that outlines our questions or concerns that we have with the contract, is that correct?

Answer: Yes and email those to [Procurement@adaweb.net](mailto:Procurement@adaweb.net)

19. The initial phase is a schematic design phase. In that first phase when you negotiate a fee with the finalist is the fee going to be for the schematic design phase only or will you have the consultant carry the contract through and do the specifications and move it all the way through?

Answer: We plan on using the same Consultant throughout the project.

20. Are your door locks in good shape? Are you planning on replacing them? Have you had any discussions about it?

Answer: We weren't planning on replacing them. One or two we've had problems with but they're working well.

21. How about water control valves? Do you have water control valves now? Are you looking to enhance those water control valves?

Answer: We have water control valves in the Health Services area and Pod D. We are not looking to enhance that system at this time.

22. Are you looking to enhance that water control valve to individual cells or more areas or are you looking to leave the ones working that are in place right now?

Answer: We're just looking to leave the ones that operate now alone and not add onto it.

23. What about lighting and electrical?

Answer: Same thing with lighting and electrical, a majority of the lights are controlled off of the system. There are some convenience and television outlets that are controlled off of the system as well. I didn't see us expanding it.

24. Are there any expansion or additional capabilities planned like [wireless arrest alarms?] or anything like that or is that up for discussion?

Answer: That is definitely up for discussion. That's part of what we're looking to you to tell us; what is out there, what are other facilities doing, make sure we build the infrastructure appropriately so that if it isn't in scope right away we can expand and build later on. Life cycle included in that as well.

25. Have you had the discussion on whether you're making this a Bid or a Proposal when it goes out?

Answer: At this point we're not committed on that yet, maybe we'll make that decision together with the winning consultant

26. Is the fire alarm already integrated?

Answer: Yes

27. Have you been looking at any of the HMI interfaces or any of the screen interfaces?

Answer: It's a blank interface, you get to come in and let us know what's out there.

28. How many control pods do you have?

Answer: 4

29. Does the person working in the control pod control cell doors?

Answer: Internal doors only, yes.

30. How is the cooling in the closets?

Answer: The existing cooling is adequate for the equipment currently housed in those closets. Any additional load would need to be taken into consideration.

31. How is the heating and electrical in the closets?

Answer: Generally we do not need heating in the low voltage/ electrical rooms, cooling only is needed

32. In the health service control room, does this room activate jail doors?

Answer: Yes, internal doors in the Health Services Area

33. Who is on the selection committee?

Answer: The selection committee will be comprised of various individuals from Ada County Offices and Departments.

34. For those who were not able to tour the facility, can you provide some detail as to the size of the jail facility complex? How many buildings, floors in each building and approximate square footage of each building?

Answer: The Jail is approximately 170,220 square feet. There are mezzanine areas in Dorms 1-6, Pod C, and Pod D – See attached drawing A0.1 for foot print.

Other cameras on the campus tie back to the main control center as well. The jail security team is responsible for providing this oversight for the entire campus. These cameras will need to be taken into consideration as part of the design.

35. Since there are only facility plans and no scaled AutoCAD drawings of the buildings, should the consultant consider, as part of the documentation and schematic design phases, assigning resources necessary to prepare a set of scaled drawings for each building?

Answer: Ada County has PDF drawings of the facility. The Consultant will be expected to provide CAD drawings of the facility for this project. Ada County will work on obtaining any available CAD drawings for the Consultants use.

36. Will the fiber optic design and cost estimating be part of the initial assessment?

Answer: Yes

37. Is the County providing network electronics outside the scope of this project? Or should the consultant provide cost estimating of the network electronics in the initial assessment phase?

Answer: Consultant shall provide suggested network design and peripherals. Cost estimates should be included as part of this assessment.

38. Assuming the County is going to POE throughout the entire network, are all the IDF's equipped with adequate power, UPS, and HVAC or will the IDF's need to be assessed for this by an MEP in the assessment?

Answer: We have adequate power/UPS and HVAC for the existing equipment any added equipment may change this. This component will have to be part of the building survey by the Consultant chosen.

39. Does the County want internal costs include in the initial phase? (i.e. additional staff for prisoner relocation, staff training, etc.)

Answer: Yes

40. Will you have the sign in sheet posted today from the pre-bid?

Answer: Yes they are a part of this addendum

**FIXED PRICE CONSTRUCTION CONTRACT  
BETWEEN OWNER AND CONTRACTOR**

**NCLC DOCUMENT 10  
1994 EDITION (MODIFIED AS OF JANUARY 2011)**

**(fill in Title of Project) PROJECT**

**PROJECT NO. \_\_\_\_\_**

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**FIXED PRICE CONSTRUCTION CONTRACT  
BETWEEN OWNER AND CONTRACTOR**

**NCLC DOCUMENT 10  
1994 EDITION  
(MODIFIED)**

**THIS FIXED PRICE CONSTRUCTION CONTRACT BETWEEN OWNER AND CONTRACTOR** (the "Construction Contract") is made and entered into by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, (the "Owner") and \_\_\_\_\_ (the "Contractor"). This Construction Contract shall be effective on the date executed by the last party.

This Construction Contract is for the construction of a project identified as

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (the "Project").

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree:

**ARTICLE I.  
DOCUMENTS INCORPORATED BY REFERENCE**

The Contract Documents include the Construction Contract, the plans and specifications for the Project identified thereon as such, plus the following (if any) to the extent these documents do not conflict with the Construction Contract (together the "Contract Documents"): \_\_\_\_\_

\_\_\_\_\_  
all of which are hereby incorporated herein by reference and made a part hereof. Change Orders issued hereafter, and any other amendments executed by the Owner and the Contractor, shall become and be a part of the Contract Documents. Documents not included or expressly contemplated in this Article do not, and shall not, form any part of the Contract Documents.

**ARTICLE II.  
REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR**

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

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

B. The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated;

C. The Contractor represents it has received, reviewed, compared, studied, and carefully examined all of the Contract Documents and has found them in all respects to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction. Such review, comparison, study, and examination shall be a warranty that the Contract Documents are complete and the Project is buildable as described except as reported. Reported errors, inconsistencies, or omissions shall constitute a claim pursuant to Article XIII hereof, if appropriate;

D. The Contractor warrants that the Contract Time is a reasonable period for performing the work.

### **ARTICLE III. INTENT AND INTERPRETATION**

A. The Contract Documents, as described herein, constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract Documents supersede any and all prior discussions, communications, representations, understandings, negotiations, or agreements;

B. Anything that may be required, implied, or inferred by the Contract Documents, shall be provided by the Contractor for the Contract Price;

C. Nothing contained in this Construction Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Owner and any person except the Contractor;

D. When a word, term, or phrase is used in the Contract Documents, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;

E. The words "include," "includes," or "including," as used in the Contract Documents, shall be deemed to be followed by the phrase "without limitation;"

F. The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of the Contract Documents shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of the Contract Documents;

G. The Contractor shall have a continuing duty to read, examine, review, compare, and contrast each of the Contract Documents, shop drawings, and other submittals and shall give written notice to the Owner and the Consultant of any conflict, ambiguity, error, or omission which the Contractor may find with respect to these documents before proceeding with the affected work. Reported errors, inconsistencies, or omissions shall constitute a claim pursuant to Article XIII hereof, if appropriate.

The express or implied approval by the Owner or the Consultant of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with the Contract Documents. The Owner has requested the Consultant to only prepare documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. The Contractor again hereby acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made;

H. In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following shall control:

1. As between figures given on plans and scaled measurements, the figures shall govern;
2. As between large scale plans and small scale plans, the large scale plans shall govern;
3. As between plans and specifications, the requirements of the specifications shall govern;
4. As between the Instructions to Bidders and plans and specifications, the Instructions to Bidders shall govern;
5. As between the Construction Contract and other Contract Documents, the Construction Contract shall govern.

**ARTICLE IV.  
OWNERSHIP OF THE CONTRACT DOCUMENTS**

The Contract Documents, and each of them, as well as any other documents furnished by the Owner, shall remain the property of the Owner. The Contractor shall have the right to keep one (1) copy of the Contract Documents upon completion of the Project; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of such Contract Documents on other projects without the Owner's prior written authorization.

**ARTICLE V.  
CONTRACTOR'S PERFORMANCE**

The Contractor shall perform all of the work required, implied, or reasonably inferable from the Contract Documents including, but not limited to, the following:

- A. Construction of the Project;
- B. The furnishing of any required surety bonds and insurance;
- C. The provision or furnishing, and prompt payment therefor, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities required for construction and all necessary building permits and other permits required for the construction of the Project;
- D. The creation and submission to the Owner of detailed and comprehensive as-built drawings depicting all as-built construction. Said as-built drawings shall be submitted to the Owner upon Final Completion of the Project, and receipt of same by the Owner shall be a condition precedent to final payment to the Contractor.

**ARTICLE VI.  
TIME FOR CONTRACTOR'S PERFORMANCE**

A. The Contractor shall commence the performance of the Work upon issuance of the Notice to Proceed and shall diligently continue its performance to and until Final Completion of the Project. The Contractor shall accomplish Substantial Completion of the Project within \_\_\_\_ days of issuance of the Notice to Proceed;

B. The Contractor shall pay the Owner the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the time allowed herein for Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at the time of executing this Construction Contract. When the Owner reasonably believes that Substantial Completion will be unexcusably delayed, the Owner shall be entitled, but not

required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages;

C. The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the Consultant, the Owner has received a Certificate of Occupancy (if applicable), and the Project is at a level of completion in strict compliance with the Contract Documents such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion;

D. Contractor shall achieve Final Completion within \_\_\_\_\_ (\_\_\_\_) days of the date of Substantial Completion;

E. Contractor shall pay the Owner the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Construction Contract. When the Owner reasonably believes that Final Completion will be unexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages;

F. All limitations of time set forth herein are material and are of the essence of the Contract Documents.

## **ARTICLE VII. FIXED PRICE AND CONTRACT PAYMENTS**

A. The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). The price set forth in this paragraph shall constitute the Contract Price, which shall not be modified except by Change Order as provided in the Contract Documents. All requests by the Contractor for an increase in the Contract Price must be submitted as a written claim under Article XIII;

B. Within ten (10) calendar days of the effective date hereof, the Contractor shall prepare and present to the Owner and the Consultant the Contractor's Schedule of Values apportioning the Contract Price among the different elements of the Project for purposes of periodic and final payment. The Contractor's Schedule of Values shall be presented in whatever format, with such detail, and backed up with whatever supporting information the Consultant or the Owner requests. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of the Contract Documents. The Contractor's Schedule of Values will be utilized for the Contractor's Payment Requests but shall only be so utilized after it has been acknowledged in writing by the Consultant and the Owner;

C. The Owner shall pay the Contract Price to the Contractor in accordance with the procedures set forth in this paragraph.

1. On or before the \_\_\_\_ day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit a Payment Request for the period ending the \_\_\_\_ day of the month. Said Payment Request shall be in such format and include whatever supporting information as may be required by the Consultant, the Owner, or both. Therein, the Contractor may request payment for ninety-five percent (95%) of that part of the Contract Price allocated on the Schedule of Values to Contract requirements to the date of the Payment Request properly provided, labor, materials, and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site (or elsewhere if off-site storage is approved in writing by the Owner), less the total amount of previous payments received from the Owner. Any payment on account of stored materials or equipment will be subject to the Contractor providing written proof that the Owner has title to such materials or equipment and that they are fully insured against loss or damage.
2. Each such Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with the Contract, and that the Contractor knows of no reason why payment should not be made as requested.
3. The Consultant shall review the Payment Request and may also review the work at the Project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by the Contract Documents. The Consultant shall approve in writing the amount which, in the opinion of the Consultant, is properly owing to the Contractor.

4. The Owner shall make payment to the Contractor within thirty (30) days following the Consultant's written approval of each Payment Request, provided that as a condition precedent to payment, the Contractor has attested that it has paid all taxes, excises, and license fees due to the State of Idaho and its taxing units as required by Idaho Code, Title 63, Chapter 15; and provided further that 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:
  - a. To pay promptly when due all taxes (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;
  - b. That if the said taxes, excises, and licenses 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
  - c. That, in the even of his default in the payment or securing or of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold for 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.

The amount of each such payment shall be the amount approved for payment by the Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents.

5. The Consultant's approval of the Contractor's Payment Requests shall not preclude the Owner from the exercise of any of its rights as set forth in Section VII.F hereinbelow.
6. The submission by the Contractor of a Payment Request constitutes an affirmative representation and warranty that all work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the Contractor shall, if required by the Owner, also furnish to the Owner

properly executed waivers of lien, in a form acceptable to the Owner, from all subcontractors, materialmen, suppliers or others having lien rights, wherein said subcontractors, materialmen, suppliers or others having lien rights shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights, or other claims relating to the Project site.

7. The Contractor warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the Owner.

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

E. Neither payment to the Contractor, utilization of the Project for any purpose by the Owner, nor any other act or omission by the Owner shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with the Contract Documents;

F. The Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:

1. The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;
2. The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
3. The Contractor's rate of progress being such that, in the Owner's opinion, Substantial or Final Completion, or both, may be unexcusably delayed;
4. The Contractor's failure to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's Project-related obligations including, but not limited to, subcontractors, laborers, and material and equipment suppliers;
5. Claims made, or likely to be made, against the Owner or its property;
6. Loss caused by the Contractor;

7. The Contractor's failure or refusal to perform any of its obligations to the Owner;
8. Failure of the Contractor to pay taxes as required by Idaho Code, Title 63, Chapter 15;
9. Contractor's failure to properly inventory and/or store materials on site.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this paragraph, the Contractor shall promptly comply with such demand;

G. If within thirty (30) days from the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days written notice of its intent to cease work to the Owner. Any payment not made within thirty (30) days after the date due shall bear interest at the rate computed by the State Treasurer in compliance with Section 28-22-104, Idaho Code;

H. When Substantial Completion has been achieved, the Contractor shall notify the Owner and the Consultant in writing and shall furnish to the Consultant a listing of those matters yet to be finished. The Consultant will thereupon conduct an inspection to confirm that the work is in fact substantially complete. Upon its confirmation that the Contractor's work is substantially complete, the Consultant will so notify the Owner and Contractor in writing and will therein set forth the date of Substantial Completion. If the Consultant, through its inspection, fails to find that the Contractor's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspection(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Contractor. Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion. Upon completion of equipment testing, Owner training, delivery and approval of O&M manuals, project punch list completion, and project acceptance by the Owner, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less any amounts attributable to liquidated damages, together with the reasonable costs as determined by the Owner for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims;

I. When the Project is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Consultant thereof in writing. Thereupon, the Consultant will perform a final inspection of the Project. If the Consultant confirms that the Project is complete in full accordance with this Contract and that the Contractor has performed all of its obligations to the Owner hereunder, the Consultant will furnish a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the

Consultant is unable to issue its final Approval for Payment and is required to repeat its final inspection of the Project, the Contractor shall bear the cost of such repeat inspection(s), which costs may be deducted by the Owner from the Contractor's final payment;

J. Reserved.

K. Prior to being entitled to receive final payment, and as a condition precedent thereto, the Contractor shall furnish the Owner, in the form and manner, if any, required by Owner with a copy to the Consultant:

1. An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
2. If required by the Owner, separate releases of lien or lien waivers from each subcontractor, lower-tier subcontractor, laborer, supplier, or other person or entity who has or might have a claim against the Owner or the Owner's property;
3. If applicable, consent(s) of Surety to final payment;
4. All product warranties, operating manuals, instruction manuals, and other record documents, drawings, and things customarily required of the Contractor, or expressly required herein, as a part of or prior to Project closeout;

L. The Owner shall, subject to its rights set forth in Sections VII.F and VII.K above, make final payment of all sums due the Contractor within ten (10) days of the Consultant's execution of a final Approval for Payment.

## **ARTICLE VIII. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER**

A. The Owner shall furnish to the Contractor, prior to the execution of this Construction Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material as being in the possession of the Owner and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Owner shall also furnish, if appropriate, the legal description of the Project site and any required survey;

B. The Owner shall obtain all required authorizations, approvals, easements, and the like, excluding the building permit and other permits or fees required of the Contractor by the Contract Documents, or permits and fees customarily the responsibility of the Contractor;

C. The Owner will provide the Contractor \_\_\_\_\_ (\_\_\_\_\_) copies of the complete Contract Documents. The Contractor will be charged, and shall pay the Owner, \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per additional copy of the Contract Documents which it may require.

## **ARTICLE IX. CEASE AND DESIST ORDER**

In the event the Contractor fails or refuses to perform the Work as required herein, the Owner may instruct the Contractor to cease and desist from performing further work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected, no longer exists, or the Owner instructs that the Work may resume. In the event the Owner issues such instructions to cease and desist, and in the further event that the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

## **ARTICLE X. DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR**

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

- A. Contract Documents and site conditions:
  - 1. The Contractor's continuing duties include, but are not limited to, those set forth in Section III.G and are by reference hereby incorporated in this Section X.A. The Contractor shall not perform work without adequate plans and specifications or, as appropriate, approved shop drawings or other submittals. If the Contractor performs work knowing or believing it involves an error, inconsistency, or omission in the Contract Documents without first providing written notice to the Consultant and Owner, the Contractor shall be responsible for such work and pay the cost of correcting same;
  - 2. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing the work. Errors, inconsistencies, or omissions discovered

shall be reported to the Owner and the Owner's Representative immediately. Such examination, review, and comparison shall be a warranty that the Contract Documents are complete and the Project is buildable as described except as reported. Reported errors, inconsistencies, or omissions shall constitute a claim pursuant to Article XIII hereof where appropriate.

B. All work shall strictly conform to the requirements of the Contract Documents;

C. The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor;

D. The Contractor hereby warrants that all labor furnished shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the finished work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of the Contract Documents. Any work not strictly complying with the requirements of this Section shall constitute a breach of the Contractor's warranty;

E. The Contractor shall secure the building permit and other permits and governmental approvals and inspections necessary for proper execution and completion of the work. The Owner shall either pay direct or reimburse the Contractor for the actual fees with no markup for overhead or profit. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work;

F. The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Key supervisory personnel assigned by the Contractor to this Project are as follows:

Name	Function
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So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Section X.F as though such individuals had been listed above;

G. The Contractor, within fifteen (15) days of commencing the work, shall provide to the Owner and the Consultant, and comply with, the Contractor's schedule for completing the work within the time provided by the Contract Documents. Such schedule shall be in a form acceptable to the Owner. The Contractor's schedule shall be updated to reflect conditions encountered from time to time as required by the Owner and shall apply to the total Project. A Contractor's revisions to the schedule shall not constitute a waiver of the requirement to complete the Project in the time allowed by the Contract Documents, unless additional time for performance has been allowed pursuant to Article XIII hereof. Each such revision shall be furnished to the Owner and the Consultant. Strict compliance with the requirements of this Section X.G shall be a condition precedent to the payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of the Construction Contract;

H. The Contractor shall keep an updated copy of the Contract Documents at the site. Additionally, the Contractor shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the Owner and the Consultant at all regular business hours. Upon Final Completion of the work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner;

I. Shop drawings and other submittals from the Contractor do not constitute a part of the Contract Documents. The Contractor shall not do any work requiring shop drawings or other submittals unless such shall have been approved in writing by the Consultant. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. However, approval by the Consultant or the Owner shall not be evidence that work installed pursuant thereto conforms with the requirements of the Contract Documents. The Owner and the Consultant shall have no duty to review partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. The Contractor shall have the duty to carefully review, inspect, and examine any and all submittals before submission of same to the Owner or the Consultant;

J. The Contractor shall maintain the Project site in a reasonably clean condition during performance of the work. Upon Final Completion, the Contractor shall thoroughly clean the Project site of all debris, trash, and excess materials or equipment;

K. At all times relevant to this Construction Contract, the Contractor shall permit the Owner and the Consultant to enter upon the Project site and to review or inspect the work without formality or other procedure;

L. The presence or duties of Consultant's and Owner's personnel at a construction site, whether as on-site representatives or otherwise, do not make any of them or their representatives or personnel in any way responsible for those duties that belong to the Contractor(s) or other entities, and do not relieve the Contractor or any other entities of their obligations, duties, and responsibilities, including, but not limited to, any health or safety precautions required by such construction work. Consultant's and Owner's personnel have no authority to exercise any control

over any Contractor or other entities or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the Contractor or other entities or any other persons at the site except their own personnel. The presence of Consultant's or Owner's personnel at a construction site is for the purpose of providing to Owner a greater degree of confidence that the completed Work will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. For this Section only, construction sites include places of manufacture for materials incorporated into the Work, and Contractor includes manufacturers of materials incorporated into the Work.

M. Contractor shall comply with the quality control program for the Project which shall be designed by the Consultant and shall become Exhibit B to this Construction Contract;

N. Contractor shall submit a safety program to the Consultant and shall thereafter faithfully adhere to its terms.

O. Pursuant to Idaho Code § 44-1002, Contractor shall employ ninety-five percent (95%) bona fide Idaho residents as employees on the Work; provided, however, if fifty (50) or less persons are employed Contractor may employ ten percent (10%) nonresidents; provided, further, in all cases Contractor must give preference to the employment of bona fide Idaho residents in the performance of the Work.

## **ARTICLE XI. INDEMNITY**

To the fullest extent permitted by law the Contractor shall secure, defend, protect, hold harmless, and indemnify the Owner and the Owner's Related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against the Owner or the Owner's Related Parties allegedly or actually arising out of or resulting from the Contractor's services, including without limitation any breach of contract or negligent act or omission (i) of the Contractor; or (ii) of the Contractor's subcontractors or suppliers, or (iii) of the agents, employees or servants of the Contractor or its subcontractors or suppliers.

In the event the Owner is alleged to be liable on account of alleged acts or omissions, or both, of the Contractor or anyone for whose acts the Contractor may be liable, the Contractor shall defend such allegations through counsel chosen by the Owner and the Contractor shall bear all cost, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

In claims against any person or entity indemnified under this Article by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

## **ARTICLE XII. THE PROJECT CONSULTANT**

The Consultant for this Project is \_\_\_\_\_ (the "Consultant"). In the event the Owner should find it necessary or convenient to replace the Consultant, the Owner shall retain a replacement consultant and the role of the replacement consultant shall be the same as the role of the Consultant. Unless otherwise directed by the Owner in writing, the Consultant will perform those duties and discharge those responsibilities allocated to the Consultant in the Contract Documents. The duties, obligations, and responsibilities of the Consultant shall include, but are not limited to, the following:

- A. Unless otherwise directed by the Owner in writing, the Consultant shall act as the Owner's agent from the effective date of this Construction Contract until final payment has been made, to the extent expressly set forth in the Contract Documents;
- B. Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other through the Consultant;
- C. When requested by the Contractor in writing, the Consultant shall render interpretations necessary for the proper execution or progress of the work;
- D. The Consultant shall draft proposed Change Orders;
- E. The Consultant shall approve or respond otherwise as necessary concerning shop drawings or other submittals received from the Contractor;
- F. The Consultant shall be authorized to refuse to accept work which is defective or otherwise fails to comply with the requirements of the Contract Documents. If the Consultant deems it appropriate, the Consultant shall be authorized to call for extra inspection or testing of the work for compliance with requirements of the Contract Documents;
- G. The Consultant shall review the Contractor's Payment Requests and shall approve in writing those amounts which, in the opinion of the Consultant, are properly owing to the Contractor as provided in this Construction Contract;
- H. The Consultant shall, upon written request from the Contractor, perform those inspections required in Article VII hereinabove;

I. The Consultant shall be authorized to require the Contractor to make changes which do not involve a change in the Contract Price or in the time for the Contractor's performance of this Construction Contract consistent with the intent of the Contract Documents;

J. THE DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR UNDER THE CONTRACT DOCUMENTS SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION, OR RESPONSIBILITY OF THE CONSULTANT. THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY CONTRACT BY AND BETWEEN THE OWNER AND THE CONSULTANT. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO THE OWNER ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF THE CONSULTANT TO THE OWNER.

### **ARTICLE XIII. CLAIMS BY THE CONTRACTOR**

Claims by the Contractor against the Owner are subject to the following terms and conditions:

A. All Contractor claims against the Owner, except previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographic location of the Project, shall be initiated by a written claim submitted to the Owner and the Consultant. Such claim shall be received by the Owner and the Consultant no later than seven (7) calendar days after the event or the first appearance of the circumstances causing the claim, whichever occurred sooner, and same shall set forth in detail all facts, circumstances, and supporting documentation;

B. In the event the Contractor discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, the Contractor shall:

(i) provide the Owner and Consultant written notice of such condition, by facsimile transmission or hand delivery, within 24 hours after the first appearance to the Contractor of such condition;

(ii) give the Owner and Consultant an opportunity to observe such condition prior to disturbing it;

(iii) file a written claim with all available facts, circumstances, and supporting documentation with the Owner and Consultant within seven (7) calendar days after the first appearance to the Contractor of such condition, unless such period is otherwise extended by the Owner in writing; and

(iv) provide all additional facts, circumstances, and supporting documentation for such claim to the Owner and Consultant as soon as it is available with the exercise of due diligence;

C. In the event the Contractor seeks to make a claim against the Owner, as a condition precedent to any liability of the Owner therefor, the Contractor shall strictly comply with the requirements of this Article, and such claim shall be made by the Contractor before proceeding to execute any additional or changed work. Failure of the condition precedent to occur shall constitute a waiver by the Contractor of any such claim;

D. The Contractor and the Owner shall continue their performance hereunder regardless of the existence of any claims submitted by the Contractor;

E. In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost incurred by the Contractor as described in Article XV, Section B.2 and shall in no event other than as described in Article XV, Section B.2 include indirect cost or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third-parties including subcontractors, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction;

F. In the event the Contractor should be delayed in performing any task which at the time of the delay is then critical or which during the delay becomes critical to the extent attributable to any act or omission by the Owner or someone acting in the Owner's behalf, or by Owner-authorized Change Orders, unusually bad weather not reasonably anticipatable, fire or other Acts of God, the date for achieving Substantial Completion, or, as applicable, Final Completion, shall be appropriately adjusted by the Owner upon the written claim of the Contractor to the Owner and the Consultant as the Contractor's sole remedy. A task is critical within the meaning of this Section XIII.F if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project.

An extension to the Contract Time will be the Contractor's sole remedy whether or not such delays are foreseeable, unless a delay is caused by acts of the Owner constituting active interference with Contractor's performance of the work, and only to the extent such acts continue after the Contractor furnishes the Owner with written notice of such interference. In no event shall the Contractor be entitled to compensation or recovery of any indirect damages in connection with any delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents including, without limitation, ordering changes in the work, direct suspension, rescheduling, or correction of the work and, regardless of the extent or frequency of the Owner's exercise of such remedies, shall not be construed as active interference with the Contractor's performance of the work.

G. If the Contractor submits a schedule or progress report 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 XIV. SUBCONTRACTORS**

Upon execution of this Construction Contract, the Contractor shall identify to the Owner and the Consultant, in writing, those parties intended as subcontractors on the Project. Submission of Exhibit A of the Contractor's Bid shall satisfy this requirement. The Owner shall, in writing, state any objections the Owner may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor with reference to whom the Owner objects. All subcontracts shall afford the Contractor rights against the subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights of Construction Contract termination as set forth hereinbelow.

#### **ARTICLE XV. CHANGE ORDERS**

One or more changes to the work within the general scope of this Construction Contract may be ordered by Change Order. With respect to all change order requests involving credit to the Owner or additional compensation to the Contractor, the Contractor shall (a) obtain from subcontractors and suppliers the best possible price quotations; (b) review such quotations to ascertain whether they are reasonable; (c) prepare an itemized accounting together with appropriate supporting data, including reasonable expenditures by, and savings to, those performing the scope of the Work involved in the proposed change; and (d) provide a reasonable price quotation to the Owner. The Contractor shall proceed with any such changes and same shall be accomplished in strict accordance with the Contract Documents and the following terms and conditions:

A. Change Order shall mean a written order to the Contractor executed by the Owner and the Consultant after execution of this Construction Contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;

B. Any change in the Contract Price resulting from a Change Order shall be determined as follows:

1. By mutual agreement between the Owner and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order executed by both parties; or
2. If no mutual agreement occurs between the Owner and Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable costs incurred or savings achieved, resulting from revisions in the

work as computed by one of the following methods chosen at the discretion of the Owner:

- a. A lump sum utilizing the 200\_\_ Means Cost Guide, as adjusted for Boise, Idaho, properly itemized and supported by sufficient substantiating data to permit evaluation;
- b. Labor and materials costs stated in the Escrowed Bid Documents attached as Exhibit C hereto. Provided, however, the Contractor may add five percent (5%) (as a total for the Contractor, subcontractors, suppliers, consultants and agents) for all overhead and other indirect costs, and five percent (5%) (as a total for the Contractor, subcontractors, suppliers, consultants and agents) as profit, to be allocated by the Contractor among the Contractor, its subcontractors, suppliers, consultants and agents, as the Contractor may determine.
- c. Labor at the actual wage paid the employee, if any, plus the actual cost of materials, if any. Provided, however, the Contractor may add five percent (5%) (as a total for the Contractor, subcontractors, suppliers, consultants and agents) for all overhead and other indirect costs, and five percent (5%) (as a total for the Contractor, subcontractors, suppliers, consultants and agents) as profit, to be allocated by the Contractor among the Contractor, its subcontractors, suppliers, consultants and agents, as the Contractor may determine.

Any such costs or savings shall be documented in the format and with such content and detail as the Owner or the Consultant requires. In no event shall the Change Order include consequential damages.

C. The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Construction Contract as thus amended, the Contract Price, and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order;

D. The Contractor shall notify and obtain the consent and approval of the Contractor's Surety with reference to all Change Orders. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the Surety has been notified of, and consents to, such Change Order and the Surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

#### **ARTICLE XVI.**

## **DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK**

A. In the event that the Contractor covers, conceals, or obscures its work performed in violation of the Contract Documents or in violation of a directive from the Owner or the Consultant, such work shall be uncovered and displayed for the Owner's or Consultant's inspection upon request and shall be reworked at no cost in time or money to the Owner;

B. If any of the work is covered, concealed, or obscured in a manner not covered by Section XVI.A above, it shall if directed by the Owner or the Consultant be uncovered and displayed for the Owner's or Consultant's inspection. If the uncovered work conforms strictly with the Contract Documents, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor;

C. The Contractor shall, at no cost in time or money to the Owner, correct work rejected by the Owner or by the Consultant as defective or failing to conform to the Contract Documents. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof;

D. In addition to its warranty obligations set forth elsewhere herein, the Contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twelve (12) months following Final Completion upon written direction from the Owner. The Contractor shall schedule, coordinate and participate walk-through inspection of the Work three (3) months prior to the expiration of the one-year correction period, and shall notify the Owner and any necessary subcontractors and suppliers of the date of, and request their participation in, the walk-through inspection. The purpose of the walk-through inspection will be to determine if there are defects or failures, which require correction. The warranties and guarantees set forth in this Article shall be in addition to all other warranties, express, implied or statutory, and shall survive the Owner's payment, acceptance, inspection of or failure to inspect the Work and review of the Construction Documents;

E. The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming work.

## **ARTICLE XVII. TERMINATION BY THE CONTRACTOR**

If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate

hereunder and specific details of the reasons therefor, the Contractor may terminate performance under this Construction Contract by written notice to the Owner and the Consultant. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Construction Contract for convenience pursuant to Section XIX.A hereunder.

## **ARTICLE XVIII. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE**

A. The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to \_\_\_\_\_ (\_\_\_\_) calendar days. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;

B. In the event the Owner directs a suspension of performance under this Article XVIII, through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension of the Contractor's reasonable costs, actually incurred and paid, of:

1. demobilization and remobilization, including such costs paid to subcontractors;
2. preserving and protecting work in place;
3. storage of materials or equipment purchased for the Project, including insurance thereon;
4. performing in a later, or during a longer, time frame than that contemplated by the Contract Documents.

## **ARTICLE XIX. TERMINATION BY THE OWNER**

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

A. The Owner may, for any reason whatsoever, terminate performance under this Construction Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title, and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed work

and materials, equipment, parts, fixtures, information, and contract rights as the Contractor has. When terminated for convenience, the Contractor shall be compensated as follows:

1. The Contractor shall submit a termination claim to the Owner and the Consultant specifying the amounts due because of the termination for convenience together with costs, pricing, or other data required by the Owner or the Consultant. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with Section (3) below;
2. The Owner and the Contractor may agree to the compensation, if any due to the Contractor hereunder;
3. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
  - a. Actual costs for labor, materials, equipment, and other services accepted under this Construction Contract plus a maximum of five percent (5%) for all overhead and other indirect costs, and five percent (5%) as profit (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Construction Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and
  - b. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Section XIX.A of this Article. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Section XIX.A shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made and shall in no event include duplication of payment.

B. If the Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel, or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment, and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of the Contract Documents, then the Owner, in addition to any other rights it may have against the Contractor or other, may terminate the performance of the Contractor and assume possession of the Project site and of all materials and equipment at the site and may complete the work. In such case, the Contractor shall not be paid further until the work is complete. After Final Completion has been

achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the Owner of completing the work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the Owner for such cost. This obligation for payment shall survive the termination of this Construction Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Section XIX.B and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Section XIX.A and the provisions of Section XIX.A shall apply.

## **ARTICLE XX. INSURANCE**

The Contractor shall have and maintain insurance in accordance with the requirements of Exhibit A attached hereto and incorporated herein by reference.

## **ARTICLE XXI. SURETY BONDS**

The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a Surety, or Sureties, reasonably acceptable to the Owner.

## **ARTICLE XXII. PROJECT RECORDS**

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor or any subcontractor of the Contractor, shall be made available to the Owner or the Consultant for inspection and copying upon written request by the Owner. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal, or other regulatory authority and any such authority may review, inspect, and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. The Contractor shall maintain and protect these documents for no less than five (5) years after Final Completion of the Project or for any longer period of time as may be required by law or good construction practice.

## **ARTICLE XXIII. APPLICABLE LAW**



Christopher D. Rich, Ada County Clerk

**CONTRACTOR**

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
Date of Execution

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

STATE OF IDAHO )  
                          ) ss.  
County of Ada     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public for Idaho  
Commission Expires \_\_\_\_\_

## EXHIBIT A

### INSURANCE

A. **The Company**, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the state of Idaho. By requiring insurance herein, Ada County does not represent that coverage and limits are necessarily adequate to protect **the Company**, and such coverage and limits shall not be deemed as a limitation on **the Company's** liability under the indemnities granted to Ada County in this contract.

B. Certificates of Insurance evidencing the coverages required herein shall be provided to Ada County prior to the start date of the project. All certificates must be signed by an authorized representative of **the Company's** Insurance carrier and must state that the issuing company, its agents, or representatives will provide Ada County thirty (30) days written notice prior to any policies being canceled or materially changed. Renewal certificates or binders must be provided to Ada County a minimum of five (5) days prior to the effective date of the renewal. If binders are used, they must be replaced by appropriate insurance certificates no more than thirty (30) days after the effective date.

C. Certificates shall be mailed to:

Dave Logan, Director  
Ada County Operations  
200 W. Front Street, 3<sup>rd</sup> Floor  
Boise, Idaho 83702-7300

D. Certificates must evidence the following minimum coverages:

1. **Workers' Compensation** insurance meeting the statutory requirements of the State of Idaho.

2. **Employers' Liability** insurance providing limits of liability in the following amounts:

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$500,000 policy limit
Bodily Injury by Disease:	\$100,000 each employee

3. **Commercial General Liability** insurance providing limits of liability in the following amounts, with aggregates applying separately on a "per project" basis:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000

Each Occurrence:	\$1,000,000
Fire Damage:	\$ 50,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). Ada County and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL with the Additional Insured endorsement providing coverage for Completed Operations.

4. **Liquor Liability** insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each occurrence limit and \$2,000,000 aggregate limit. Liquor Liability insurance shall be written via a standard ISO endorsement of the CGL using form CG 24 08 or a stand-alone policy. The Liquor Liability policy shall provide coverage for liability arising out of the selling, serving, or furnishing alcoholic beverages in connection with this agreement.

5. **Business Automobile Liability** insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this agreement.

6. **Commercial Umbrella Liability** insurance providing liability coverage of \$1,000,000 each occurrence and \$1,000,000 aggregate with a retained limit not to exceed \$100,000. The Commercial Umbrella Liability policy must include in its Schedule of Underlying Insurances policies providing coverage as described in subparagraphs 2 through 5 above.

7. **Professional Liability** insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate, naming Ada County as an additional named insured. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of not later than the inception of this Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Agreement.

8. **Builders Risk (Course of Construction)** insurance providing “all risk” coverage (including coverage for losses resulting from flood, earthquake, and collapse) with limits of not less than the fully completed contract price of the project. The Builders Risk policy must include coverage for the building(s), fixtures, materials, supplies, machinery and equipment used in or incidental to the construction project as well as property kept off-site or while in transit. Coverage must also include property of

others in **the Company's** care, custody, or control. In addition to **the Company**, the County and all subcontractors shall be named as Insureds on the policy with coverage extending through the final completion date of the project. The policy must include a mutual waiver of subrogation clause for all Insured parties.

9. **Third Party Fidelity** insurance written on a blanket basis, with limits of not less than \$100,000 per loss, naming Ada County as beneficiary. The policy must provide coverage for dishonest acts committed by **the Company's** owners, agents or employees whether acting alone or in collusion with others, for theft of money, securities, property other than money and securities, as well as clients' property on clients' premises. This coverage shall include ISO form CR 04 01 ("Client's Property") or its equivalent.

10. **Pollution Liability** insurance with limits of not less than \$3,000,000 per pollution incident and \$3,000,000 aggregate, naming Ada County as an additional named insured. Cleanup liability shall be included with a sublimit of at least \$1,000,000 per pollution incident. If the insurance required by this section is obtained through a "Claims Made" policy, this coverage or its replacement shall have a retroactive date of not later than the inception of this Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Agreement.

11. **Auto Pollution Liability** insurance providing broadened pollution liability coverage for covered autos used in connection with this contract. Coverage should be provided by ISO endorsement CA9948 or similar coverage modifying the commercial auto, motor carrier, or trucker's coverage form as applicable. Coverage must be provided for bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants that are, or that are contained in any property that is being transported or towed by, handled or handled for movement into, onto or from, the covered auto; or otherwise in the course of transit by or on behalf of the insured; or being stored, disposed of, treated or processed in or upon the covered auto.

E. Each of **the Company's** subcontractors, independent contractors, and suppliers shall procure and maintain equivalent insurance coverage as described in subparagraphs 1 through 4 above and certificates evidencing such coverage must be presented to the County before the subcontractors, independent contractors, or suppliers are permitted on the site of the project. If the subcontractors, independent contractors, and suppliers do not have the required insurance, **the Company's** policies must provide equivalent coverage for the subcontractors, independent contractors, and suppliers and their work.

F. **Bonding** for this project shall be provided by a surety company or companies with AM Best rating(s) of A VIII or better. If the surety does not have a current AM Best rating it must be

currently certified by the US Department of Treasury as an approved surety with an underwriting limitation greater than the bond amount. All sureties must be authorized to do business in the state of Idaho. All bonds shall name the County as obligee with copies of the bonds provided to Ada County Risk Management. Bonding requirements for this contract include:

1. Bid Bond – bond limit to be 5% of the bid
2. Performance Bond – bond limit to be 100% of the contract value
3. Payment Bond – bond limit to be 100% of the contract value

**EXHIBIT B**

**QUALITY CONTROL PROGRAM**

To be supplied by Consultant

DRAFT

## **EXHIBIT C**

### **ESCROWED BID DOCUMENTS**

#### **1. Scope**

The Contractor shall submit, within the specified time after receipt of bids, one copy of all documentary information generated in preparation of bid prices for this project (the “Escrowed Bid Documents”). The Escrowed Bid Documents will be held in escrow for the duration of the Project.

The Contractor acknowledges, as a condition of award of this Construction Contract, that the Escrowed Bid Documents constitute all of the information used in preparation of the bid, and that no other bid preparation information shall be considered in resolving disputes.

Nothing in the Escrowed Bid Documents shall change or modify the terms or conditions of the Contract Documents.

#### **2. Ownership**

The Escrowed Bid Documents are, and shall always remain, the property of the Contractor, subject only to joint review by the Owner and the Contractor, as provided herein.

The Owner stipulates and expressly acknowledges that the Escrowed Bid Documents, as defined herein, constitute trade secrets. This acknowledgment is based on the Owner’s express understanding that the information contained in the Escrowed Bid Documents is not known outside the Contractor’s business, is known only to a limited extent and only by a limited number of employees of the Contractor, is safeguarded while in Contractor’s possession, is extremely valuable to Contractor and could be extremely valuable to Contractor’s competitors by virtue of it reflecting Contractor’s contemplated techniques of construction. Owner acknowledges that the Contractor expended substantial sums of money in developing the information included in the Escrowed Bid Documents and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. Owner further acknowledges that the Escrowed Bid Documents and the information contained therein are made available to Owner only because such action is an express prerequisite to award of this Construction Contract. Owner acknowledges that the Escrowed Bid Documents include a compilation of information used in the Contractor’s business, intended to give the Contractor an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. Owner agrees to safeguard the Escrowed Bid Documents, and all information contained therein, against disclosure to the fullest extent permitted by law, except in case of litigation related to the Project.

#### **3. Purpose**

Escrowed Bid Documents will be used to assist in the negotiation of price adjustments and change orders and in the settlement of disputes, claims and other controversies. They will not be

used for pre-award evaluation of the Contractor's anticipated methods of construction or to assess the Contractor's qualifications for performing the work.

#### **4. Format and Content**

The successful Contractor may submit Escrowed Bid Documents in its usual cost estimating format. It is not the intention of this provision to cause the Contractor extra work during the preparation of the proposal, but to ensure that the Escrowed Bid Documents will be adequate to enable complete understanding and proper interpretation for their intended use. The Escrowed Bid Documents shall be in English.

It is, however, required that the Escrowed Bid Documents clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule. Bid items should be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review. The Escrowed Bid Documents shall include all quantity takeoffs, crew, equipment, calculations of rates of production and progress, copies of quotations from subcontractors and suppliers, and memoranda, narratives, consultant's reports, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal. Estimated costs should be broken down into the Contractor's usual estimate categories such as direct labor, repair labor, equipment operation, equipment ownership, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of plant and equipment, indirect costs, contingencies, markup and other items to each bid item shall be included. All costs shall be identified. For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, providing that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.

Bid documents provided by the Owner should not be included in the Escrowed Bid Documents unless needed to comply with the requirements of this contract provision.

#### **5. Submittal**

One copy of the Escrowed Bid Documents shall be submitted by the successful Contractor in a sealed container within seventy-two (72) hours after the time of the notice of award. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project names and the words "Escrowed Bid Documents".

The Escrowed Bid Documents shall be accompanied with the bid Documentation Certification, signed by an individual authorized by the Contractor to execute the bidding proposal, stating that the material in the escrow documentation constitutes all the documentary information used in preparation of the bid and that he or she has personally examined the contents of the Escrowed Bid Documents container and has found that the documents in the container are complete.

Prior to execution of this Construction Contract, Escrowed Bid Documents of the Contractor will be examined, organized and inventoried by representatives of the Owner, together with members of the Contractor's staff who are knowledgeable in how the bid was prepared.

This examination is to insure that the Escrowed Bid Documents are authentic, legible and complete. It will not include review of, and will not constitute approval of, proposed construction methods, estimating assumptions, or interpretations of Contract Documents. Examination will not alter any condition(s) or term(s) of the Contract Documents.

If all the documentation required in Section 4, "Format and Content" has not been included in the original submittal, additional documentation shall be submitted, at the Owner's discretion, prior to execution of this Construction Contract. The detailed breakdown of estimated costs shall be reconciled and revised, if appropriate, by agreement between the Contractor and the Owner before executing this Construction Contract.

Timely submission of complete Escrowed Bid Documents is an essential element of the Contractor's responsibility and a prerequisite to Construction Contract execution. Failure to provide the necessary Escrowed Bid Documents will be sufficient cause for the Owner to reject the bid.

If the Contractor's proposal is based on subcontracting any part of the work, each subcontractor, whose total subcontracting prices exceeds five percent of the total contract price proposed by the Contractor, shall provide separate Escrowed Bid Documents to be included with those of the Contractor. These documents will be opened and examined in the same manner and at the same time as the examination described above for the apparent successful Contractor.

If the Contractor wishes to subcontract any portion of the work after the award, the Owner retains the right to require the Contractor to submit Escrowed Bid Documents and other applicable quotation documents from the subcontractor before the subcontract is approved.

## **6. Storage**

The Escrowed Bid Documents will be placed in escrow, for the duration of the Project, in a mutually agreeable institution. The cost of storage will be paid by the Owner.

## **7. Examination**

The Escrowed Bid Documents shall be examined by both the Owner and the Contractor, at any time deemed necessary by either the Owner or the Contractor, to assist in the negotiation of price adjustments and change orders, or the settlement of disputes.

Examination of the Escrowed Bid Documents is subject to the following conditions:

- a. As trade secrets, the Escrowed Bid Documents are proprietary and confidential as described in Section 2.

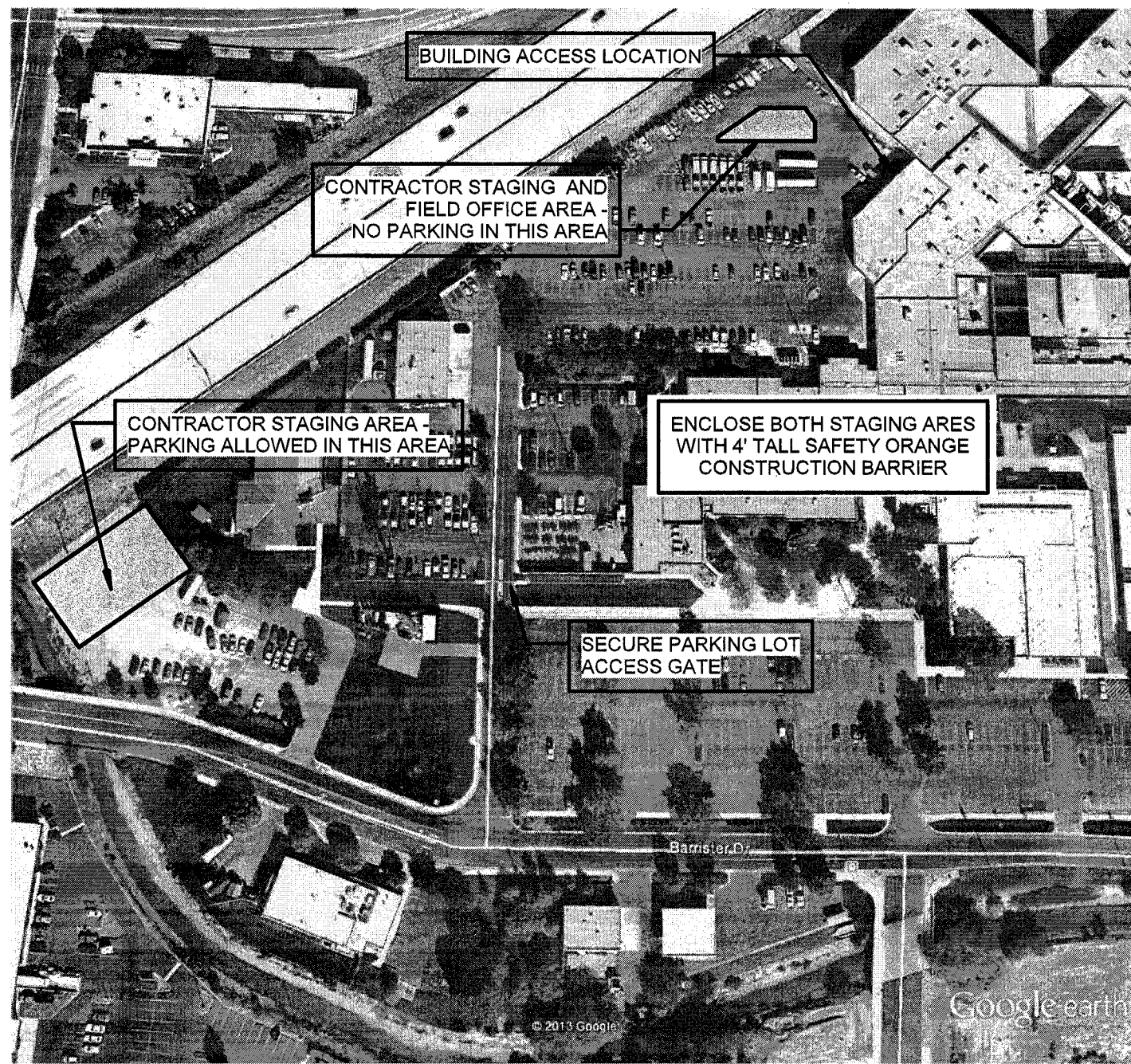
b. The Owner and the Contractor shall each designate, in writing to the other party and a minimum of ten days after execution of this contract, representatives who are authorized to examine the Escrowed Bid Documents. No other person shall have access to the Escrowed Bid Documents.

c. Access to the Escrowed Bid Documents will take place only in the presence of duly designated representatives of both the Owner and the Contractor.

## **8. Final Disposition**

The Escrowed Bid Documents will be returned to the Contractor at such time as the Project has been completed and final settlement has been achieved.

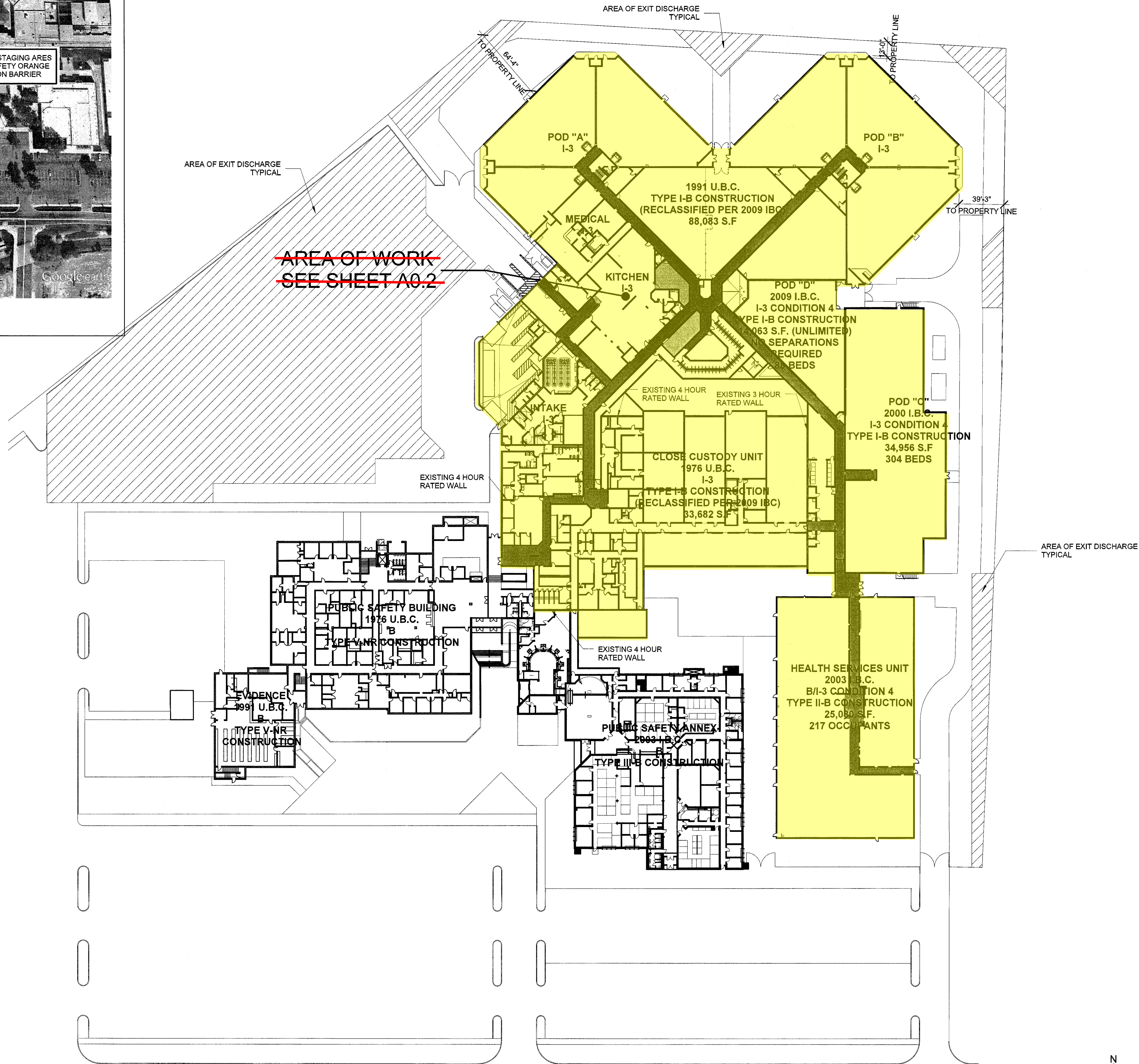
~~CONTRACTOR STAGING MAP~~



THIS DRAWING IS FOR REFERENCE ONLY - RFQ 15006  
TO SHOW THE JAIL FOOT PRINT - "NOT FOR CONSTRUCTION"

AREA OF EXIT DISCHARGE  
TYPICAL

~~AREA OF WORK  
SEE SHEET A0.2~~



CODE REVIEW

1. CODES:  
2012 INTERNATIONAL BUILDING CODE.  
2012 INTERNATIONAL FIRE CODE.  
IDAHO STATE PLUMBING CODE  
2014 NATIONAL ELECTRICAL CODE  
2012 INTERNATIONAL MECHANICAL CODE APPENDIX A  
2012 INTERNATIONAL FUEL GAS CODE AND APPENDICES A, B, C, AND D
2. SEISMIC DESIGN CATEGORY "C".
3. WIND ZONE 90 MPH, EXPOSURE B.
4. BUILDING IS FULLY FIRE SPRINKLED. FIRE ALARM SYSTEM TO MEET REQUIREMENTS OF THE INTERNATIONAL FIRE CODE FOR MECHANICAL UNIT SHUT DOWN AND FIRE SPRINKLER / SMOKE DAMPER OPERATION.
5. REFER TO SPECIFICATIONS AND ELECTRICAL DRAWINGS FOR FIRE ALARM SYSTEM.
6. 2012 I.B.C. TABLE 705.8 MAXIMUM AREA OF EXTERIOR WALL OPENINGS. (NO LIMIT DUE FIRE SEPARATION DISTANCE)  
A. BUILDINGS WHOSE EXTERIOR BEARING, NON-BEARING AND STRUCTURAL FRAME ARE NOT REQUIRED TO BE FIRE-RESISTIVE-RATED SHALL BE PERMITTED TO HAVE UNLIMITED UNPROTECTED OPENINGS.
7. OCCUPANCY TYPES: I-3
8. CONSTRUCTION TYPE: I-B  
NOTE: EXISTING BUILDING IS RECLASSIFIED FROM PREVIOUS TYPE I-FR CONSTRUCTION
9. PROPERTY DESCRIPTION:  
NORTH SIDE HAS A PROPERTY LINE DISTANCE TO PROPERTY LINE = 13'-0".  
EAST SIDE HAS A PROPERTY LINE DISTANCE TO PROPERTY LINE = 39'-3".  
SOUTH SIDE HAS ADJACENT BUILDING, 0' LOT LINE.  
WEST SIDE HAS PROPERTY LINE DISTANCE TO PROPERTY LINE = 64'-4".
10. 2012 I.B.C. TABLE 601 FIRE RESISTIVE REQUIREMENTS FOR BUILDING ELEMENTS: (TYPE I-B)  
A. STRUCTURAL FRAME: 2 HOUR  
B. EXTERIOR BEARING WALLS: 2 HOUR  
C. INTERIOR BEARING WALLS: 2 HOUR  
D. FLOOR CONSTRUCTION: 2 HOUR  
E. ROOF CONSTRUCTION: 1 HOUR
11. 2012 I.B.C. TABLE 602 FIRE RESISTIVE REQUIREMENTS OF EXTERIOR WALLS:  
A. OCCUPANCY TYPE I-3  
B. EXTERIOR WALLS WITH FIRE SEPARATION DISTANCE GREATER THAN OR EQUAL TO (80) FEET ARE ALLOWED TO BE NON-RATED.  
C. EXTERIOR WALL FIRE RATING AND OPENING PROTECTION SEC. 602, TABLES 601 AND 602, AND SEC. 704.
12. BUILDING AREA:  
EXISTING BUILDING = 170,220 S.F.
13. BUILDING HEIGHT: 24'-0", 160'-0" ALLOWED, STATUS OK  
TABLE 503 AND SEC. 504.2
14. EXISTING CORRIDOR FIRE RESISTANCE RATING: 1 HOUR
15. FIRE FLOW REQUIREMENTS: UFC TABLE B105.1 - MINIMUM FIRE FLOW REQUIREMENT IS 3,500 GPM AT 20 POUND RESIDUAL PRESSURE WITH A 3 HOUR DURATION. DUE TO SPRINKLED BUILDING, ASSUMED REQUIREMENT TO BE REDUCED TO 1,500 GPM AT 20 P.S.I.  
RESIDUAL AVAILABLE FIRE FLOW TO SITE EQUALS 2,750 GPM AT 20 P.S.I.
16. DEFERRED SUBMITTALS:  
DRY-PIPE SPRINKLER SYSTEMS, 211316

LEGEND

- AREA OF EXIT DISCHARGE  
MAINTAIN MINIMUM 5'-0" FROM BUILDINGS  
TOTAL AREA AVAILABLE = 80,460 S.F.  
TOTAL AREA REQUIRED =  
15 S.F./INMATE x 1,232 INMATES = 18,480 S.F.
- EXISTING FIRE RATED CORRIDOR.

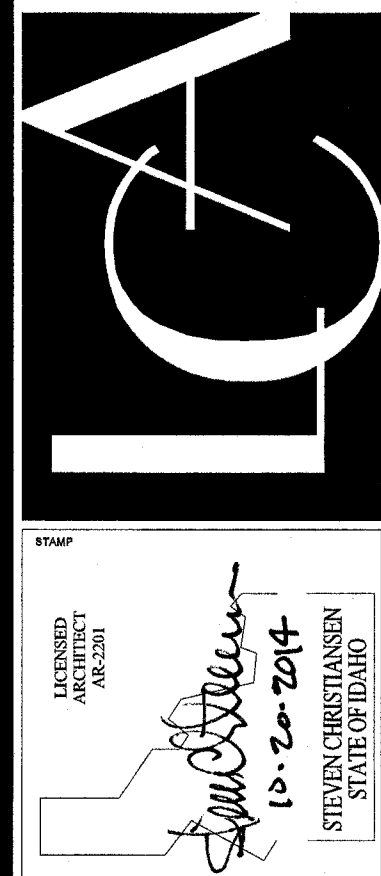
ZONING INFORMATION

LAND USE ZONE: L-OD  
PARCEL: # 6140, 6400 AND 6529 OF SW4, SW4 SECTION  
73 N, 2E

D2 OVERALL LIFE SAFETY PLAN

1" = 50'-0"

LCA Architects, P.A.  
ARCHITECTURE - PLANNING - INTERIOR DESIGN  
1021 Shoshone Lane  
Boise Idaho 83702  
PHONE: (208) 345-6877 - FAX: (208) 344-9002  
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LCA ARCHITECTS, P.A.



ADA COUNTY JAIL  
~~STAFF DINING REMODEL~~  
OVERALL BUILDING CODE PLAN

MARK	DATE	DESCRIPTION
JOB NO.	14214.01	
DATE:	10/16/14	
DRAWN BY:	BFP	
CHECKED BY:	SBC	
SHEET NO.		

A0.1

# PRE-SUBMITTAL MEETING SIGN IN SHEET

RFQ 15006 Project: Professional Consulting Services for Ada County Jail Security System Upgrade

Date: 10/20/2013 Time: 1:30 pm Local time

MANDATORY

☐ Yes ☒ No

**PLEASE PRINT LEGIBLY All attendees must sign-in, including all Ada County employees in attendance**

NAME	COMPANY	PHONE NO.	FAX NO.
		EMAIL	
Name IGOR ABADZIC	Company LATTATECH . INC	Phone 214 668 9190	Fax
		E-mail IABADZIC@LATTATECH.COM	
Name CY HUMPHREYS	Company ALTA CONSULTING SERVICES, INC.	Phone 425 576-1202	Fax
		E-mail CYH@ALTACONSULTING.COM	
Name Rusty mcneill	Company Ada County Procurement	Phone	Fax
Name Bruce Krisko	Company ADA COUNTY OPERATIONS	Phone	Fax
		E-mail	
Name melissa Wilson	Company Ada County Procurement	Phone	Fax
		E-mail	
Name Alyssa Mitchell	Company Ada County Procurement	Phone	Fax
		E-mail	
Name Scott Williams	Company ADA County operations	Phone 287-7105	Fax 287-7109
		E-mail scwillis@adaweb.net	
Name JUSTIN CAFFERTY	Company ADA CO. PROSECUTING ATTY	Phone 287-7705	Fax
		E-mail	
Name	Company	Phone	Fax
		E-mail	

# PRE-SUBMITTAL MEETING SIGN IN SHEET

RFQ 15006 Project: Professional Consulting Services for Ada County Jail Security System Upgrade

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☐ Yes ☒ No

**PLEASE PRINT LEGIBLY All attendees must sign-in, including all Ada County employees in attendance**

NAME	COMPANY	PHONE NO.	FAX NO.
		EMAIL	
Name Gary ELEFT	Company ELEFT & ASSOCIATES	Phone 651-705-1222	Fax 651-430-2661
		E-mail Gary.ELEFT@ELEFT.COM	
Name Frank Hopkins	Company HK Electrical Engineers	Phone 503-625-4443	Fax
		E-mail frank@hkeng.com	
Name David Lyon	Company Ada County Operations	Phone 287-7101	Fax 287-7109
		E-mail dave1@adaweb.net	
Name PAUL LAWRENCE	Company ACSO	Phone 208.869.3932	Fax
		E-mail plawrence@adaweb.net	
Name GARY GLASSING	Company CTA	Phone 577 5605	Fax
		E-mail garyg@ctagroup.com	
Name Aaron Shepherd	Company ACSO	Phone	Fax
		E-mail	
Name Jennifer Smith	Company Ada County	Phone	Fax
		E-mail	
Name Bob Perkins	Company Ada County Procurement	Phone	Fax
		E-mail	
Name STEPHEN BARTLETT	Company ACSO	Phone	Fax
		E-mail	

**RFQ 15006 Project: Professional Consulting Services for Ada County Jail Security System Upgrade**

**MANDATORY** ☐ Yes ☒ No

[illegible]