

SECOND FLOOR LAB RENOVATION FOOD RESEARCH CENTER - 005

UNIVERSITY OF IDAHO

Moscow, Idaho

UI CP220034

PROJECT MANUAL Bid Documents

7/15/2025

Knit Studios

512 S. Main Street

Moscow, ID 83843

702.341.2293

Knitstudios.com

Victoriac@knitstudios.com

PROJECT:

**FOOD RESEARCH CENTER - 005
SECOND FLOOR LAB RENOVATION**

UNIVERSITY OF IDAHO

Moscow, Idaho

UI PN: CP220034

OWNER:

THE REGENTS, UNIVERSITY OF IDAHO

Moscow, Idaho

DESIGN AGENCY

**Architectural & Engineering Services
Facilities Services**

University of Idaho

875 Perimeter Drive, MS2281

Moscow, Idaho 83844-2281

Phone: 208-885-8014

UI Project Manager: Ethan O'Brien

DESIGN CONSULTANT

Knit

512 S. Main Street

Moscow, ID 83843

Phone: 702.341.2293

Email: Victoriac@knitstudios.com

Primary Contact: Victoria Cousino

DESIGN SUB-CONSULTANTS

MEP Engineer:

MW Engineers

601 W First Ave, Suite 1300

Spokane, WA 99201

Phone: 509-838-9020

Email: contact@mwengineers.com

DATES:

Pre-Bid Meeting:	10:00 am, August 5, 2025 (On site)
Bidding RFI's Due:	August 11, 2025
Addendum(s) posted on or before:	August 18, 2025
Bids Received:	2:00 pm, August 26, 2025 (Facilities Services)
Issue Notice-to-Proceed to Contractor by:	September 16, 2025
Construction Period:	120 Calendar Days after N.T.P

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PART I – BIDDING REQUIREMENTS

ADVERTISEMENT FOR BIDS

Food Research Center – Second Floor Lab Renovation
University of Idaho
Moscow, Idaho

UI PN: CP220034

OWNER: THE REGENTS
UNIVERSITY OF IDAHO July 15, 2025

ISSUED BY: Architectural & Engineering Services
University of Idaho
Moscow, Idaho 83844-2281

PROJECT MANAGER: Ethan O'Brien
Architectural and Engineering Services
University of Idaho
Moscow, Idaho 83844-2281

Sealed bids will be received at Architectural & Engineering Services, University of Idaho through 2:00 p.m. prevailing local time on Tuesday, August 26. Proposals will subsequently be opened and publicly read at:

Architectural & Engineering Services
875 Perimeter Drive, University of Idaho
Moscow, Idaho 83844-2281
(208) 885-6246

Plans, specifications, bid proposal forms and other information are available for examination at regional plan centers. For a list of plan centers holding University of Idaho projects, see <http://www.uidaho.edu/facilities> , or contact Architectural and Engineering Services, at (208) 885-6246.

Plans, specifications and bidding materials may be obtained at:

Knit Studios
512 S Main St
Moscow, ID 83843
Victoriac@knitstudios.com

Printed paper sets are available at \$50 per set. The cost is refundable provided the documents are returned in good condition within 10 days after bid opening. E-mailed PDF drawings and specifications are available at no cost (highly encouraged).

DESCRIPTION OF WORK: The work consists of all labor, materials, equipment and services necessary to complete the renovation of the second floor labs and supporting spaces in the Food Research Center building on the main campus of the University of Idaho, Moscow, Idaho in accordance with the plans and specifications.

BID BOND: A bid bond equal to 5% of the amount bid must accompany the bid proposal. (See instructions to bidders.)

PUBLIC WORKS CONTRACTOR'S LICENSE: Public Works Contractor's License for the State of Idaho is required to bid on this project. (See instructions to bidders and general conditions for further bidder qualifications.)

ESTIMATED COST: \$990,000.00

CONTRACT TIME: One hundred and twenty (120) calendar days (see instructions to bidders, bid proposal and agreement.)

PRE-BID CONFERENCE: A pre-bid conference will be held Wednesday March 26, at 10:00 am in the offices of Architectural & Engineering Services, University of Idaho, Moscow, Idaho.

Signed by:

Raymond Pankopf For

Kim Salisbury, Associate VP, Budget & Planning
UNIVERSITY OF IDAHO
Moscow, Idaho

END OF ADVERTISEMENT FOR BIDS

NOTICE

LICENSING OF PUBLIC WORKS CONTRACTORS STATE OF IDAHO

UNLAWFUL

... for any person to engage in the business or act in the capacity of a PUBLIC WORKS CONTRACTOR within this state without first obtaining and having a license issued by the administrator of the Division of Building Safety (54-1902.1)

... for any PUBLIC WORKS CONTRACTOR to subcontract in excess of eighty percent (80%) of the work under any contract to be performed by him as such public works contractor. (54-1902.2)

... for any PUBLIC WORKS CONTRACTOR to accept a bid from any person who at that time does not possess the appropriate license for the project involved. (54-1902.3.a)

... for any PUBLIC WORKS CONTRACTOR to accept bids to sublet any part of any contract for specialty construction from a specialty contractor who at that time does not possess the appropriate license. (54-1902.3.b)

WHO MUST BE LICENSED?

PUBLIC WORKS CONTRACTOR ... any person who, in any capacity, undertakes, or offers to undertake, or purports to have the capacity to undertake any construction, repair or reconstruction of any public work, or submits a proposal to, or enters into a contract with, the State of Idaho, or any county, city, school district, sewer district, fire district, or any other taxing subdivision or district of any public or quasi-public corporation of the state. (54-1901)

PUBLIC WORK includes heavy construction, highway construction, building construction or specialty construction. (54-1901)

PENALTIES

... any person, firm, co-partnership, corporation, limited liability company, limited liability partnership, association or other organization acting in the capacity of a PUBLIC WORKS CONTRACTOR without a license shall be guilty of a MISDEMEANOR. (54-1920.1)

EXEMPTION

Any construction, alteration, improvement or repair involving any single project involving any number of trades or crafts with an estimated cost of less than fifty thousand dollars (\$50,000). (54-1903)

AUTHORITY

Title 54, Chapter 19 Idaho Code: "THE PUBLIC WORKS CONTRACTORS LICENSING ACT"



IDAHO DIVISION OF BUILDING SAFETY
1090 E. Watertower Street, Suite 150
Meridian, ID 83642
208-334-3950

INSTRUCTIONS TO BIDDERS

AIA® Document A701™ – 1997

Instructions to Bidders

By Reference

By reference, the printed document “Instructions to Bidders, AIA Document A701 - 1997” is hereby included and shall be a part of the Contract Documents. Copies of AIA Document A701 are available for review at the offices of Architectural & Engineering Services at the University of Idaho. Copies may also be purchased from the American Institute of Architects or its local distributor.

Full samples of AIA Documents may be viewed and / or downloaded at the following:

<https://www.aiacontracts.org/contract-doc-pages/82156-all-contract-documents>

END OF INSTRUCTIONS TO BIDDERS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

NOTICE:

The following supplements modify and are to be used in conjunction with the Instructions to Bidders AIA Document A701 - 1997. These Supplementary Instructions supersede and take precedence over those portions of the Instructions to Bidders which are added to, deleted from, or otherwise modified herein. Unaltered portions of AIA A701 - 1997, shall remain in effect.

ARTICLE 4: BIDDING PROCEDURES

4.2 Bid Security

Add the following Clause 4.2.1.1 to 4.2.1:

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

Add the following Clause 4.2.3.1 to 4.2.3:

4.2.3.1 The bidder's security will be returned promptly after the Owner and the accepted bidder have executed a contract, or, if no award has been made within thirty (30) days after the opening of bids; upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

Add the following Subparagraph to 4.2:

4.2.4 A successful bidder who fails to sign the contract for the work or furnish the required bonds within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit his security deposit. The Owner may then award the contract to the next lowest bidder, in which event any excess of the lowest bidder's security over the difference between the lowest and next lowest bids will be returned to the lowest bidder or, if a bidder's bond is used, to the surety. If, upon a forfeiture by the lowest bidder, the Owner does not award the contract to the next lowest bidder, the security will be applied toward the planning and bid invitation costs.

4.3 Submission Of Bids

Add the following Clause 4.3.1.1 and 4.3.1.2 to 4.3.1:

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

Sealed Bid
Architectural & Engineering Services
University of Idaho
875 Perimeter Drive MS2281
Moscow, Idaho 83844-2281

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

ARTICLE 5: CONSIDERATION OF BIDS

Add the following Paragraphs 5.4 through 5.6 to Article 5:

5.4 Public Works Contractor's License

5.4.1 This Public Works project **is not** financed in whole or in part by Federal Aid Funds. Bid proposals will be accepted from those contractors only (prime contractors, subcontractors, and/or specialty contractors) who, **prior to the bid opening**, hold current licenses as public works contractors in the State of Idaho in accordance with Public Works Contractors' State License Law, Title 54, Chapter 19, Idaho Code, as amended.

5.5 Naming Of Subcontractors

5.5.1 Section 67-2310, Idaho Code, requires general (prime) contractors to include in their bids the name of the subcontractors who shall, in the event the Contractor secures the contract, subcontract the plumbing, heating and air conditioning, and electrical work under the general (prime) contract. Failure to name subcontractors as required by this section shall render any bid submitted by a general (prime) contractor unresponsive and void. Subcontractors named in accordance with the provisions of this section must possess an appropriate license or certificate of competency issued by the State of Idaho covering the contractor work classification in which the subcontractor is named.

This law has been interpreted to mean three separate areas of work: 1) plumbing work, 2) heating and air conditioning work, and 3) electrical work. This law has also been interpreted to mean the entity that will perform the work at the site, regardless of contractual relationship whether a subcontractor, a sub-subcontractor, or the prime contractor submitting the bid.

With regard to possessing an appropriate license or certificate of competency all subcontractors listed by the general (prime) **contractor must have at the time of the bid opening a current license in the appropriate category** (class, type and specialty category) as issued by the Public Works Contractors State License Board. In addition, plumbing and electrical subcontractors shall have at the time of the bid opening a valid plumbing contractors license or electrical contractors license, respectively, as issued by the Idaho Department of Labor and Industrial Services.

In determining if the above listed subcontractors are required on the project, the Department of Architectural & Engineering Services will refer to the plans and specifications. If doubt exists, the architect/engineer who prepared the plans and specifications will be requested to make the determination. If plumbing, heating and air conditioning or electrical work is not shown on the plans and specifications, but is discovered by the bidder subsequent to the date of bid opening, then the bidder must request clarification from the architect/engineer. Absent such clarification, work will be considered incidental and naming of a subcontractor will not be required.

5.6 Idaho Domiciled Contractors

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

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

ARTICLE 6: POST-BID INFORMATION

6.3 Submittals

Delete Subparagraphs 6.3.3 and 6.3.4 and substitute the following:

6.3.3 Prior to the award of the contract, the Owner will notify the bidder in writing of any objections it has, to any proposed person or entity. If the Owner has reasonable objection to any such proposed person or entity, the bidder

may, at his option 1) withdraw his bid, 2) submit an acceptable substitute person or entity with an adjustment in his bid price or cover the difference in cost occasioned by such substitution, or 3) ask for an administrative hearing to determine the responsibility of any such proposed person or entity.

6.3.4 The bidder shall exercise his option in writing within three (3) days after the Owner delivers Notice of Objection to a proposed person or entity to the bidder. If the bidder fails to exercise his option, then the Owner may disqualify the bidder. If the bidder requests an administrative hearing, then the Owner shall schedule a hearing not less than ten (10) days after the Notice of Objection to a proposed person or entity was served upon the bidder. In the event of either withdrawal or disqualification under this subparagraph, bid security will not be forfeited, notwithstanding the provisions of Paragraph 4.4.1.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.2 Time Of Delivery And Form Of Bonds

Add the following Clause 7.2.2.1 to 7.2.2:

7.2.2.1 Performance Bond and Payment Bond required for this project shall be written by a surety company authorized to do business in Idaho.

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SUBSTITUTION REQUEST FORM
(Submit not less than ten (10) days before bid date)

PROJECT: _____

TO: (Design Consultant)

We hereby submit for your consideration the following product instead of the specified item for the above project:

Section: _____ Paragraph: _____ Specified Item: _____

PROPOSED SUBSTITUTION:

Attach complete technical data, including laboratory tests, if applicable. Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation. Fill in blanks below:

A. Does the substitution affect dimensions shown on Drawings?

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

C. What effect does substitution have on other trades?

D. Differences between proposed substitution and specified item?

E. Manufacturer's guarantees / warranties of the proposed and specified item?

☐ Same

☐ Different (explain on attachment)

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted by: _____

Signature _____ Date _____

Firm or Company _____

Address Line 1 _____

Address Line 2 _____

Telephone _____

For Use by Design Consultant:

☐ Accepted

☐ Accepted as Noted

☐ Not Accepted

☐ Received Too Late

By: _____

Date: _____

Remarks: _____

BID PROPOSAL

PROJECT: **Food Research Center – Second Floor Lab Renovation**
UNIVERSITY OF IDAHO
Moscow, Idaho

UI PROJECT NUMBER: CP220034

BID OPENING DATE: Tuesday, August 26 2025
BID OPENING TIME: 2:00 P.M. Prevailing Local Time

BID OPENING LOCATION: Architectural & Engineering Services
University of Idaho
875 Perimeter Drive, MS 2281
Moscow, ID 83844-2281
(208) 885-6246

BIDDER'S NAME AND ADDRESS:

BIDDER'S CONTACT PERSON:

TO: Director, Architectural & Engineering Services

The Bidder, in compliance with the Advertisement for Bids for the above referenced project, having examined the bidding and Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to provide the service and insurance in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents.

The bidder agrees to commence work on this project on or before a date to be specified in the written Notice to Proceed issued by the Owner and to substantially complete the work within (One hundred and twenty) (120) consecutive calendar days after receipt of the Notice to Proceed. The bidder agrees to pay as liquidated damages (ZERO) (\$0) per calendar day after the established substantial completion date or adjusted date as established by change order.

Bidder acknowledges receipt of Addenda No.(s) _____.
(List all Addenda)

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

_____ Dollars \$_____
(Amount shall be shown in both words and figures. If there is a discrepancy, the amount shown in words shall govern.)

BID ALTERNATE NO. 1: All scope of work in rooms 205A, and 205B to be alternate #1.

Add the sum of _____ Dollars (\$_____)
(Amount shall be shown in both words and figures. If case of discrepancy, amount shown in words shall govern.)

BID ALTERNATE NO. 2: All scope of work in rooms 205 to be alternate #2.

Add the sum of _____ Dollars (\$_____)
(Amount shall be shown in both words and figures. If case of discrepancy, amount shown in words shall govern.)

BID ALTERNATE NO. 3: Fume hood in room 207 to be alternate #2. Ducting for fume hood to be included in base bid.

Add the sum of _____ Dollars (\$_____)
(Amount shall be shown in both words and figures. If case of discrepancy, amount shown in words shall govern.)

BID ALTERNATE NO. 4: Remove (3) existing windows from room 207 and (1) existing window from room 210B. Replace with new aluminum storefront windows of the same size and configuration.

Add the sum of _____ Dollars (\$_____)
(Amount shall be shown in both words and figures. If case of discrepancy, amount shown in words shall govern.)

BID ALTERNATE NO. 5: Provide manually operated window shades for existing windows in rooms 205 and 205A (total quantity of 2).

Add the sum of _____ Dollars (\$_____)
(Amount shall be shown in both words and figures. If case of discrepancy, amount shown in words shall govern.)

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

The bidder agrees that this bid shall remain valid and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the Owner's Intent to Award the contract, the bidder shall execute, within ten (10) days, the attached formal contract and deliver to the Owner a Performance Bond and Labor and Materials Payment Bond in the amounts of 100% of the bid amount by a surety company authorized to do business in the State of Idaho, a Certificate of Insurance issued by a surety company authorized to do business in the State of Idaho and accompanied by Power of Attorney, a Contractor's Affidavit Concerning Taxes, and the Public Works Contract Report on Subcontractors.

In the event the contract documents stated above are not returned within ten (10) days, the attached Bid Guarantee for five percent (5%) of the bid amount becomes the property of the Owner for use as liquidated damages for the delay and additional expense to the Owner caused thereby.

Enclosed is bid guarantee consisting of: _____ in the amount of five percent (5%) of the bid amount.

IDAHO NAMING LAW

Refer also to Section 5.6 of the "Supplementary Instructions to Bidders."

Pursuant to Section 67-2310, Idaho Code, the Idaho Naming Law requires that the general contractor must list the business name and Public Works license number of certain subcontractors in the Bid Form at the time the bid is submitted. The law stipulates that these will be the major mechanical and electrical subcontractors who the general contractor agrees to engage to do the work. **The firms listed below must be those who will actually do the work on site, regardless of contractual considerations between the general contractor and the subcontractors.** If the scope of work does not include mechanical or electrical components, any firm hired to do incidental piping or wiring such as the installation of a temporary service to a job trailer, need not be listed.

The names and public works licenses of subcontractors to whom work will be awarded, subject to approval of the Owner and Architect, if the undersigned is awarded the contract, are as follows:

Plumbing (PWCL Category 15400)

Does this project involve Plumbing work? Yes _____ No _____

(Name) _____

Idaho Public Works Contractors License No. _____

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

Does this project involve Heating, Ventilating & Air Conditioning work? Yes _____ No _____

(Name) _____

Idaho Public Works Contractors License No. _____

Electrical (PWCL Category 16000)

Does this project involve Electrical work? Yes _____ No _____

(Name) _____

Idaho Public Works Contractors License No. _____

IDAPA 18.01.49 requires that the fire sprinkler contractor/subcontractor be licensed as an Idaho Fire Sprinkler Contractor. The Owner requests the name and license numbers of the contractor/subcontractor who will perform the fire sprinkler work, subject to approval of Owner and Architect, if undersigned is awarded the Contract:

Does this project involve Fire Sprinkler work? Yes _____ No _____

(Name) _____

Idaho Public Works Contractors License No. _____

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

The State of Idaho policy prohibits purchase of asbestos projects and asbestos containing materials for use in or on any facilities, including personal and real property, where acceptable alternatives are available.

The contractor certifies by submission of this bid proposal that the products or materials to be furnished as a result of this bid are asbestos free. Projects for which an adequate substitute is not available shall be identified by a separate written statement. The asbestos content shall be given if known and a certification that no known asbestos substitute exists.

The owner will hold the contractor and/or his supplier(s) liable for any asbestos removal and replacement costs as a result of the contractor's failure to comply with this requirement.

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

Dated this _____ day of _____, _____.
(date) (month) (year)

Respectfully submitted by:

SEAL

(Seal - if bid is by a corporation)

(Contractor's Name)

(Street or PO Address)

(City, State and zip code)

(Authorized Signature)

(Title)

(Telephone Number)

(FAX Number)

(Email Address)

Have you remembered to include a bid security (bid bond or a certified or cashier's check), the power of attorney (if using a bid bond) and the Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace with your bid?

END OF BID PROPOSAL

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

STATE OF _____

COUNTY OF _____

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

Name of Contractor

Address

City and State

By: _____
(Signature)

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

NOTARY PUBLIC

Residing at: _____

Commission expires: _____

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

BID BOND

AIA® Document A310™ – 2010

Bid Bond

By Reference

By reference, the printed document “Bid Bond, AIA Document A310 - 2010” shall be used to accompany the Bid as specified hereinbefore. Upon request, the Architect will furnish two (2) copies of bond forms to bidders for their use.

Printed company forms, approved by The American Institute of Architects and so verified, may be used in lieu of AIA Document A310 - 2010.

Refer to Instructions to Bidders for description of Bid Bond requirements.

Attorneys-in-fact who sign Bid Bonds shall be licensed in the State of Idaho and must file with each bond a certified and effectively dated copy of their Power-of-Attorney on the form specified and bound in this specification document if the Bid Bond is executed on AIA Document A310.

Approved printed company forms may be used in lieu of form hereinbefore specified.

Full samples of AIA Documents may be viewed and / or downloaded at the following:

<https://www.aiacontracts.org/contract-doc-pages/82156-all-contract-documents>

END OF BID BOND SECTION

POWER OF ATTORNEY

Description of Project to be Bid:

(Project Name) _____

(Building) _____

UNIVERSITY OF IDAHO
Moscow, Idaho

Form to Accompany Bid Bond: (AIA Document A310 - 2010)

The undersigned swears that they are duly licensed in the State of Idaho and have full Power of Attorney to act for and to bind and obligate _____
(issuing company)

a corporation registered in the State of _____ and authorized to do business under the laws of the State of Idaho in all matters pertaining to this bid.

The undersigned agrees that, if the contractor for whom _____
(issuing company)

has issued the accompanying bid bond is awarded the contract, _____
(issuing company)

will furnish proper performance and labor and materials bonds if and when bonds are requested by said contractor,

Name: _____

By: _____
(Signature)

Date: _____

(SEAL)

NOTARY PUBLIC

Residing at: _____

Commission expires: _____

Date: _____

END OF POWER OF ATTORNEY

PART II – CONTRACT REQUIREMENTS

AGREEMENT BETWEEN OWNER and CONTRACTOR

AIA[®] Document A101[™] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

By Reference

By reference, the printed document “Standard Form of Agreement Between Owner and Contractor, AIA Document A101 – 2017” is hereby included and shall be a part of the Contract Documents. Copies of AIA Document A101 are available for review at the offices of Architectural & Engineering Services at the University of Idaho. Copies may also be purchased from the American Institute of Architects or its local distributor.

Full samples of AIA Documents may be viewed and / or downloaded at the following:

<https://www.aiacontracts.org/contract-doc-pages/82156-all-contract-documents>

END OF AGREEMENT BETWEEN OWNER and CONTRACTOR

SUPPLEMENTARY CONDITIONS to OWNER and CONTRACTOR AGREEMENT

NOTICE:

The following supplements modify and are to be used in conjunction with the Standard Form of Agreement Between Owner and Contractor, AIA Document A101 - 2017. These Supplementary Conditions supersede and take precedence over those portions of the Standard Form of Agreement Between Owner and Contractor which are added to, deleted from, or otherwise modified herein. Unaltered portions of AIA A701 - 1997, shall remain in effect.

ARTICLE 3, DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement shall be set forth in a Notice to Proceed issued by the Owner.

ARTICLE 4, CONTRACT SUM

4.5: Liquidated Damages will be included as provided by Section 9.11.1 of the Supplementary Conditions to the contract.

ARTICLE 5, PROGRESS PAYMENTS

5.1.1 Applications for Payment shall be submitted on University of Idaho, Facilities Standard Application for Payment forms. An initial application for payment form will be provided by the Owner to the Contractor at the execution of the Agreement.

5.1.3 Thirty days will be allowed for payments by the Owner.

5.1.7 Retainage

5.1.7.1 Retainage shall be 5% for work completed and material suitably stored.

5.1.7.2 No reduction in the Retainage will be allowed prior to final completion without written approval of the Owner and consent of surety for partial release of Retainage.

Add the following paragraph 5.1.10:

5.1.10: The Contractor shall not be allowed to withhold more Retainage from a subcontractor or supplier than retained from their portion of the work.

ARTICLE 9, ENUMERATION OF CONTRACT DOCUMENTS

At paragraph 9.1.5, after the word "Drawings", delete the subtitles "Section", "Title" and "Date", and insert in their place the following:

"Refer to attached contract Exhibit A titled "Enumeration of Contract Drawings and Specifications".

At paragraph 9.1.6, after the word "Drawings", delete the subtitles "Section", "Title", "Date" and "Pages", and insert in their place the following:

"Refer to attached contract Exhibit A titled "Enumeration of Contract Drawings and Specifications".

END OF SUPPLEMENTARY CONDITIONS TO OWNER and CONTRACTOR AGREEMENT

GENERAL CONDITIONS of the CONTRACT

AIA® Document A201™ – 2017 ***General Conditions of the Contract for Construction***

By Reference

By reference, the printed document “General Conditions of the Contract for Construction, AIA Document A201 – 2017” is hereby included and shall be a part of the Contract Documents. Copies of AIA Document A201 are available for review at the offices of Architectural & Engineering Services at the University of Idaho. Copies may also be purchased from the American Institute of Architects or its local distributor.

Full samples of AIA Documents may be viewed and / or downloaded at the following:

<https://www.aiacontracts.org/contract-doc-pages/82156-all-contract-documents>

END OF GENERAL CONDITIONS of the CONTRACT

SUPPLEMENTARY CONDITIONS of the CONTRACT FOR CONSTRUCTION

NOTICE:

The following supplements modify and are to be used in conjunction with the General Conditions of the Contract for Construction, AIA Document A201 - 2017. These Supplementary Conditions supersede and take precedence over those portions of the General Conditions for the Contract for Construction which are added to, deleted from, or otherwise modified herein. Unaltered portions of AIA A201 - 2017, shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

1.1 Basic Definitions

Add the following Clause 1.1.4.1 to Subparagraph 1.1.4:

1.1.4.2 The entire project shall be considered as one "portion" unless separate areas or phases are designated for separate completion times or separate areas of completion and occupancy. This definition is used in determining release of retainage.

1.2 Correlation and Intent Of The Contract Documents

Add the following Clause 1.2.1.2 to Subparagraph 1.2.1:

1.2.1.2 Conflicts in the Construction Documents shall be brought to the attention of the Architect. In such instances, the following is the order of authority of the documents, the first taking highest precedence:

- Agreement between Owner and Contractor
- Addenda
- Supplementary Conditions
- General Conditions
- Technical Specifications
- Written notes, then schedules on the drawings shall be followed in preference to information furnished in the form of lines on drawings
- Drawings

In the case of an inconsistency between drawings and specifications or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.

Add the following Clause 1.2.2.1 to Subparagraph 1.2.2:

1.2.2.1 Such organization shall not operate to make the Architect an arbiter to establish subcontract limits between Contractor and Subcontractor.

Add the following Subparagraphs 1.2.4 through 1.2.6 to Paragraph 1.2:

1.2.4 Conditions of the Contract shall be read by all prime contractors and by each subcontractor or sub-subcontractor and shall be considered a part of each section of the Technical Specifications. Provisions of Contract Documents are binding on the contractors, subcontractor, and sub-subcontractors for all work shown or indicated on the original Contract Documents plus any additional work authorized by change order, interpretation or field orders.

1.2.5 The Contractor shall notify the Architect of any condition he finds where, in his judgment, it will be desirable to modify the requirements to produce the best results. If the Contractor fails to make such request, he is deemed to

have accepted the specified and/or detailed method of installation as being adequate to produce first class, satisfactory work. Should conflict occur in or between drawings and specifications, the Contractor is deemed to have estimated on the more expensive way of doing the work unless he shall have asked for, and obtained, a written decision seven (7) days before submission of proposal as to which method or materials will be required. Manufacturer's equipment specifications are based on models and/or construction and installation methods prevailing at the date of invitation and/or advertisement to submit bid proposals. Equipment installations requiring modifications due to manufacturer's model and/or construction changes and other variations from the items specified shall be furnished and installed at no additional cost to Owner.

1.2.6 Requests by the Contractor for written interpretations and/ or detail drawings shall be made to the Architect in a timely manner such as will allow ample time for their preparation and delivery without causing delays in the work. Failure of the Contractor to request needed clarifications and/or his proceeding with affected work prior to receiving same, shall indicate his acceptance of any and all costs and/or delays required on account of necessary corrections.

ARTICLE 2 OWNER

2.1 General

Add the following Clause 2.1.1.1 to Subparagraph 2.1.1:

2.1.1.1 As used herein, Owner means The Regents of the University of Idaho, a public corporation, state educational institution, and a body politic and corporate and existing under the constitution and laws of the state of Idaho, whose address is Vice President for Finance and Administration, University of Idaho, Moscow, ID 83844-3168, who shall act on behalf of the Owner for legal and financial matters; The Assistant Vice President, Facilities, or his designated representative, University of Idaho, Moscow, Idaho, 83844-2281, who shall act on behalf of the Owner on construction administration matters.

2.3 Information And Services Required Of The Owner.

Delete Subparagraph 2.3.4 and substitute the following:

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

Delete Subparagraph 2.3.6 and substitute the following:

2.3.6 The Contractor will be furnished free of charge five (5) copies of Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

Add the following Subparagraph 2.3.7 to Paragraph 2.3:

2.3.7 An Owners Project Representative may be assigned to the project by the Owner. The Project Representative's duties, responsibilities and limitations of authority are set forth in accordance with agency guidelines.

ARTICLE 3 CONTRACTOR

3.3 Supervision and Construction Procedures

Add the following Subparagraph 3.3.4 to 3.3:

3.3.4 All grades, levels, bench marks, locations and corners shall be correctly established by the Contractor.

3.4 Labor and Materials

Add the following Clauses 3.4.2.1 and 3.4.2.2 to Subparagraph 3.4.2:

3.4.2.1 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the following conditions as set forth in the General Requirements (Division 1 of the Specifications).

- .1 Required product cannot be supplied in time for compliance with Contract time requirements.
- .2 Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted or insured, or has other recognized disability as certified by Contractor.
- .3 Substantial advantage is offered Owner after deducting offsetting disadvantages including delays, additional compensation to Architect/Engineer for redesign, investigation, evaluation and other necessary services, and similar considerations.

3.4.2.2 By making requests for substitutions based on Subparagraph 3.4.3 above, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this contract, except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

3.6 Taxes

Number existing paragraph 3.6.1.

Add the following Subparagraphs 3.6.2 through 3.6.4 to Paragraph 3.6:

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

- .1 To pay promptly when due all taxes (other than on real property), excises and license fees due to the State, its 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;
- .2 That if said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
- .3 That, in the event of his default in the payment of securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

3.6.3 Before entering into a contract, the Contractor shall be authorized to do business in the State and shall submit

a properly executed Contractor's Affidavit concerning Taxes.

3.6.4 Within seven (7) days of receipt of forms from Owner, Contractor shall complete and return to Owner, forms as required by tax collector, showing dates, names, addresses, contracting parties, including all subcontractors, and all other relevant information which may be required.

3.7 Permits, Fees, Notices and Compliance with Laws

Add the following Clauses 3.7.1.1 and 3.7.1.2 to Subparagraph 3.7.1:

3.7.1.1 The Owner shall obtain and pay for plan check fees required by the State of Idaho Division of Building Safety. The Contractor shall pay for plumbing and electrical permits required by the Idaho Division of Building Safety or local authority.

3.7.1.2 The Contractor shall obtain and pay for all licenses and permits, including the main building permit as required by the State of Idaho Division of Building Safety, and shall pay all fees and charges for connections to outside services and for the use of municipal or private property for storage of materials, parking, utility services, temporary obstructions, enclosures, opening and patching of streets, etc., off of the property of the State of Idaho arising from the construction and completion of the work. The contractor shall furnish to the Owner and the Architect no later than the preconstruction conference the permit numbers for electrical, plumbing, and any other required permits that must be obtained through the State of Idaho for the project. The Contractor is not responsible for and will not be required to pay impact fees, sewer capacity fees and similar forms of taxes imposed by local taxing bodies.

3.11 Documents and Samples at the Site

Number existing paragraph 3.11.1.

Add the following Clauses 3.11.1.1 and 3.11.1.2 to Subparagraph 3.11.1:

3.11.1.1 Record drawings shall be kept clean, and notations shall be made using clear, concise drafting techniques acceptable to the Architect.

3.11.1.2 The Contractor shall also maintain at the site for availability of the Owner and/or Architect, one copy of all inspection reports and other written communications from the Architect and/or subcontractors, other prime contractors, materials suppliers, etc.

3.18 Indemnification

Delete Subparagraph 3.18.1 and substitute the following:

3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused, in whole or in part by negligent acts or omissions of the Contractor, or Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in Paragraph 3.18.

ARTICLE 4 ARCHITECT

4.1 General

After Subparagraph 4.1.1, add the following:

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

ARTICLE 5 SUBCONTRACTORS

5.2 Award of Subcontracts and Other Contracts for Portions of the Work

Add the following Clause 5.2.1.1 to Subparagraph 5.2.1:

5.2.1.1 Not later than 7 days after the date of commencement, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers for each of the products identified in the General Requirements (Division 1 of the Specifications) and, where applicable, the name of the installing subcontractor.

ARTICLE 7 CHANGES IN THE WORK

7.2 Change Orders

Add the following subparagraphs 7.2.2, 7.2.3 and 7.2.4:

7.2.2 The amount allowed for overhead and profit on any change order is limited to the amounts indicated in subparagraph 7.3.11 of these Supplementary Conditions.

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

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

7.3 Construction Change Directives

After subparagraph 7.3.1 add the following:

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

In Subparagraph 7.3.4, in the first sentence, delete the words "a reasonable amount" and substitute the words "an allowance for overhead and profit in accordance with subparagraph 7.3.11 of these Supplementary Conditions." In the second sentence after the words "In such case," add the words "of an increase in Contract Sum".

In Subparagraph 7.3.6 after the word "Architect" insert the following words: "in writing within forty-eight hours ".... The balance of the subparagraph remains unchanged.

In Subparagraph 7.3.7, in the last sentence, delete "recorded as a" and substitute "incorporated into a future".

Delete Subparagraph 7.3.9.

Add the following subparagraphs to Paragraph 7.3:

7.3.11 For purposes of Clause 7.2.2 and Subparagraph 7.3.4 of these Supplementary Conditions, the allowance for combined overhead and profit shall be limited as follows, unless otherwise provided in the Contract Documents:

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

7.3.12 Each request for a Change Order for extra compensation under this paragraph shall be completed and delivered to the Owner and Architect within thirty (30) calendar days after such change or additional work is completed. To the extent the cost of impacts, delay or hindrance to unchanged work are known at the time of performing the Work, such Change Order shall fully compensate the Contractor. Any request or claim for impact costs, delay, or hindrance must be made within five (5) calendar days of the event from which the claim arises and will be processed in accordance with Article 4.3.

7.3.13 The Contractor shall include equivalent provisions to Subparagraph 7.3.4 in each subcontract and purchase order the Contractor may issue with respect to the Work, and in such instance the cost of the Work to the extent such changed or additional Work has been subcontracted or is being furnished or performed by supplier of materials shall include such monies as may be due the subcontractor or supplier based upon the cost of the Work to such subcontractor or supplier, determined in accordance with the provisions of this Article.

ARTICLE 8 TIME

8.1 Definitions

8.1.2 In the first sentence, delete the word "Agreement" and substitute "Notice to Proceed".

8.2 Progress and Completion

8.2.3 Add the following sentence to Subparagraph 8.2.3:

"The Contractor shall substantially complete the work as defined by subparagraph 9.8.1 within 120 consecutive calendar days after the Notice to Proceed as defined by Subparagraph 8.1.2."

8.3 Delays and Extensions of Time

In Subparagraph 8.3.1 delete the words "and binding dispute resolution".

Add the following Subparagraph 8.3.4 to Paragraph 8.3:

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

ARTICLE 9 PAYMENTS AND COMPLETION

9.3 Applications for Payment

9.3.1 In the first sentence, delete "At least ten days" and substitute "On or before the date of the monthly construction progress meeting, but not less than thirty (30) days".

Delete Clause 9.3.1.1.

Add the following Clauses 9.3.1.3, 9.3.1.4, and 9.3.1.5 to Subparagraph 9.3.1:

9.3.1.3 "The form of Application for Payment shall be provided by University of Idaho, Architectural & Engineering Services. "

9.3.1.4 Until conditions set forth in Paragraph 9.10 are met, the Owner will pay ninety-five (95) percent of the amount due the Contractor on account of progress payments.

9.3.1.5 The Contractor shall not withhold from a Subcontractor or supplier more than the percentage withheld from a payment certificate for his portion of the Work.

9.3.2 Add the following sentence to Subparagraph 9.3.2:

"Off site storage will not be approved at locations more than 10 miles from the project site, or outside the State of Idaho. Any materials stored off site and paid for by the Owner shall be physically marked as being the property of the State of Idaho, University of Idaho."

9.6 PROGRESS PAYMENTS

Add the following Clauses 9.6.1.1 and 9.6.1.2 to Subparagraph 9.6.1

9.6.1.1 Until conditions set forth in paragraph 9.10 are met, the Owner shall pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. If the Architect determines that the Contractor has made or is making satisfactory progress on any uncompleted portions of the work, the Owner may, at its discretion, release a portion of the retainage to the Contractor prior to the actual final completion of the conditions set forth in Paragraph 9.10.

9.6.1.2 Progress Payments shall fall due thirty (30) days after the Architect's Certificate for Payment is received by the Owner.

9.7 Failure of Payment

In the first sentence, delete the words "binding dispute resolution" and substitute the word "litigation".

9.8 Substantial Completion

9.8.5 In Subparagraph 9.8.5, delete the last two sentences and add the following:

Upon such acceptance and consent of surety, if any, the Owner shall make payment sufficient to increase the total payment to ninety-five (95) percent of the Contract sum less such amounts as the Architect shall determine for all incomplete work and unsettled claims.

9.10 Final Completion and Final Payment

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

Add the following Clause 9.10.1.1 to Subparagraph 9.10.1:

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

Add to Subparagraph 9.10.2 the following:

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

- .1** For subparagraph 9.10.2 (2), submit a completed Contractor's Affidavit of Debts and Claims (AIA form G706, 1994 ed.).
- .2** For subparagraph 9.10.2 (4), submit a completed Consent of Surety to Final Payment (AIA form G707, 1994 ed.).
- .3** For subparagraph 9.10.2 (6), submit a completed Release of Liens (AIA form G706A 1994 ed.).

Add the following Paragraph 9.11 and Subparagraph 9.11.1 to Article 9:

9.11 Liquidated Damages

9.11.1 The Owner will suffer financial loss in an amount that is difficult to quantify if the Project is not Substantially Complete on the date set forth in the Contract Documents. The Contractor (and his Surety) shall be liable for and shall pay to the Owner the sums hereinafter stipulated as fixed, agreed and liquidated damages, and not as a penalty, for each calendar day of delay until the Work is substantially completed:

ZERO DOLLARS (\$ 0)

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

Add the following Subparagraph 10.1.2 to Paragraph 10.1:

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

10.2 Safety of Persons and Property

Add the following Clause 10.2.4.1 to Subparagraph 10.2.4:

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

10.3 Hazardous Materials

Delete Subparagraph 10.3.1 and substitute the following:

10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. In the event the Contractor encounters on the site, material reasonably believed to be hazardous material in any form, including, but not limited to asbestos, polychlorinated biphenyl (PCB), or other toxic substances which have not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the Owner and Architect in writing. If in fact the material is asbestos, polychlorinated biphenyl (PCB), or other toxic substances, the work in the affected area shall not be resumed until all the asbestos, polychlorinated biphenyl (PCB), or other toxic substances have been removed or when it has been

rendered harmless by written agreement of the Owner and Contractor, and in accordance with final determination by the Architect.

Add the following Clause 10.3.1.1 to Subparagraph 10.3.1:

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

In Subparagraph 10.3.2 in the first sentence after the word “notice”, insert the following:

“...if the hazardous materials or substances were not reasonably susceptible of being disclosed as indicated in Supplementary Condition subparagraph 4.3.4 or required to be abated by the Contract Documents,”

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

Delete Subparagraph 10.3.3.

In paragraph 10.3.4 in first sentence, after the word “site”, delete the rest of the sentence.

Delete Subparagraph 10.3.6.

10.4 Emergencies

In Subparagraph 10.4 delete the last sentence.

ARTICLE 11 INSURANCE AND BONDS

Delete Article 11 “Insurance and Bonds” in its entirety, and replace with the following revised Article 11 “Insurance and Bonds”.

11.1 Contractor's Liability Insurance

11.1.1 The Contractor shall purchase from and maintain, during the life of the contract and for no less than one year thereafter, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the contractor from claims set forth below which may arise out of or result from the Contractor’s operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (a) Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;
- (b) Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor’s employees or persons or entities excluded by the statute from the requirements of Clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by that Clause;
- (c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
- (d) Claims for damages insured by usual personal injury liability coverage;
- (e) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (f) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- (g) Claims for bodily injury or property damage arising out of completed operations; and
- (h) Claims involving contractual liability insurance applicable to the Contractor’s obligations under Section 3.18.

11.1.1.1 The Contractor shall name the State of Idaho, the University of Idaho, the Architect, their consultants, and their officers, agents, and employees as additional insureds on the insurance policies, except on the workers' or workmen's compensation policy.

11.1.1.2 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C, and U coverages as applicable).
2. Independent Contractor's Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
6. Owned, non-owned, and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations.

11.1.1.3 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than two (2) years after the date of final payment, certified in accordance with Subparagraph 9.10.2.

11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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

- .1** Worker's Compensation:
 - a) State: Statutory
 - b) Employer's Liability \$100,000 per Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee
- .2** Comprehensive or commercial general liability including premises operation; Owners and Contractors protective liability, products and liability (including employee acts), broad form property damage liability, completed operations liability, personal injury liability, and blanket contractual liability;
 - (a) For any claim for bodily injury, property damage or due to contractual liability, limits of not less than \$1,000,000 per occurrence.
 - (b) For products and completed operations coverage, coverage is to be maintained for a period of two (2) years following final payment.
 - (c) For the hazards of explosion, collapse, and underground, commonly referred to as XCU, coverage shall be required if the exposures exist. This coverage may be provided by the subcontractor if the State and prime Contractor are named as additional insureds.
 - (d) For personal injury liability, limits of not less than \$100,000 per occurrence.

- .3 Business auto liability (including owned, non-owned, and hired vehicles) in an amount of not less than \$1,000,000 combined single limit.
- .4 If the General Liability coverages are provided by a Commercial Liability policy, the:
 - (a) General Aggregate shall be not less than \$2 million.
 - (b) Fire legal liability shall be provided in an amount not less than \$50,000 per occurrence.
- .5 Umbrella Excess Liability: An umbrella policy shall be used in combination with other policies to provide a minimum coverage of \$1,000,000.

11.1.2.2 The Owner (the University of Idaho and the State of Idaho) shall be named as an additional insured on the insurance required in Clause 11.1.2.1 Items 2, 3 and 5 above and the insurance shall contain the severability of interest Clause as follows:

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

11.1.2.3 The Contractor shall require all Subcontractors of any tier to provide comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least \$1,000,000 per occurrence, and Comprehensive Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined single limits for bodily injury and property damage of at least \$1,000,000 per occurrence.

11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance or ACORD Form 25. If this insurance is written on a Commercial General Liability policy form, ACCORD Form 25S will be acceptable.

11.1.3.1 The Owner shall issue to the Contractor a request for certificates of insurance with the agreement. Refer to sample "Request for Certificate of Insurance" form included in the "Contract Requirements" section of the Project Manual wherein these supplemental conditions are located.

11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 Property Insurance

11.3.1 The Owner shall purchase and maintain throughout the duration of the Project, at Owner's expense, property insurance in the amount of the contract sum and all modifications which change the contract sum and with the coverages as Owner shall, in Owner's discretion, determine. This insurance shall include the interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work. If the Contractor, Architect, Subcontractors or Sub-subcontractors desire additional or different property insurance coverages, then the Contractor, Architect,

Subcontractors or Sub-subcontractors shall first contact the Owner to determine if the Owner desires to add the additional or different property insurance coverages at the Owner's expense, and then, if the Owner declines to add the additional or different property insurance coverages, purchase and maintain their own property insurance coverages at their own expense, and the cost of the additional or different insurance coverages shall not be included in the Cost of the Work. To the extent that the property insurance obtained by the Owner covers the Contractor, Architect, Subcontractors or Sub-subcontractors, then the Contractor, Architect, Subcontractor or Sub-subcontractor shall pay from their own funds any cost not covered because of any deductibles. The cost not covered because of any deductibles shall be included in the Cost of the Work and paid by the Owner only if the Contractor, Architect, Subcontractor or Sub-subcontractor was not responsible or at fault in causing the loss that resulted in the cost.

11.3.1.1 The Contractor shall provide insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit and all materials stored at the site and incorporated into the Work until covered by the State's insurance program as described in paragraph 11.3.

11.3.1.2 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 Boiler and Machinery Insurance

11.3.2 The Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

11.3.3 Loss of Use Insurance

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

11.3.4 Waivers of Subrogation

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages to the work caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.4 Performance Bond and Payment Bond

11.4.1 The Contractor shall furnish bonds covering faithful performance of the contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the contract sum. The amount of each bond shall be equal to 100 percent (100%) of the contract sum.

11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date

the Agreement is entered into, or if the work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the work, submit evidence satisfactory to the Owner that such bonds will be furnished.

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

11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

11.4.3 Bonds shall be issued by a bonding company licensed to transact business in the State of Idaho on the standard form of the American Institute of Architects, A.I.A. Doc. A312 Performance Bond and Labor and Material Payment Bond, current edition.

11.4.4 If at any time the Owner for justifiable cause, shall be or become dissatisfied with any surety or sureties that insure the Performance and Payment Bonds, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum (not to exceed the Contract amount) and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond(s) shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.2 Correction of Work

12.2.2 After Substantial Completion

In Clause 12.2.2.1 delete the second sentence.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Governing Law

Add the following Subparagraphs 13.1.2 and 13.1.3 to Paragraph 13.1:

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

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

13.2 Successors and Assigns

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

Delete Subparagraph 13.2.2.

13.5 Interest

Delete Paragraph 13.5 and substitute the following:

13.5 Payments due and unpaid under the Contract Documents (30 days from date received by the Architect) shall bear no interest until 30 days past due; thereafter, they shall bear interest at the rate of 5% per annum calculated from 30 days past due (60 days from date received by the Architect) until date of the check as posted by the State Auditor.

Add the following Paragraph 13.6:

13.6 Equal Opportunity

13.8.1 The Contractor shall maintain policies of employment as follows:

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

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 Termination by the Contractor

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

Delete Clauses 14.1.1.3 and 14.1.1.4.

Delete Subparagraph 14.1.2.

In Subparagraph 14.1.3 delete "or 14.1.2".

Delete Subparagraph 14.1.4.

14.2 Termination by the Owner for Cause

In Clause 14.2.2.3 delete the last sentence.

14.4 Termination by the Owner for Convenience

Delete Subparagraph 14.4.3 and substitute the following:

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

END OF SUPPLEMENTARY CONDITIONS of the CONTRACT for CONSTRUCTION

WH-5 Public Works Contract Report

Idaho Code sections 54-1904A and 63-3624(g) require all public works contracts to be reported to the Tax Commission. This form must be filed with the Tax Commission within 30 days after a contract is awarded.

Contract awarded by (public body and address)

Contract awarded to (contractor's name and address)

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

PROJECT DATES

Scheduled project start date: _____ Completion date: _____

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

ALL SUBCONTRACTORS

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

ALL SUBCONTRACTORS (CONTINUED)

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

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

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

SUPPLIERS

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

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

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

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

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

* If tax was not paid to suppliers but **was** or **will be** reported as "items subject to use tax" under your permit number, indicate period of return on which payment **was** or **will be** reported: _____
 If tax was paid to a state **other** than Idaho, name state next to "total value" box(es) above. If tax is due and has **not previously been reported**, attach payment to this form. **If you need more room, please photocopy this page.**

SIGN <u>Authorized signature</u>	Print name	Phone number	Date
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File with the Idaho State Tax Commission, PO Box 36, Boise ID 83722-2210.

For more information, call (208) 334-7618 • Fax: (208) 332-6619 • E-mail: Contractdesk@tax.idaho.gov.

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF _____)

COUNTY OF _____)

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

SEAL

Name of Contractor

Address

City and State

By:

(Signature)

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

NOTARY PUBLIC

Residing at: _____

Commission expires: _____

END OF CONTRACTOR'S AFFADAVIT CONCERNING TAXES

UNIVERSITY OF IDAHO
REQUEST for CERTIFICATE of INSURANCE
Page 1 of 2

Give this form to your insurance agent / broker

The organization or individual ("Insured") seeking to negotiate an Agreement or use facilities with the University of Idaho ("Certificate Holder") is required to carry the types and limits of insurance shown in this Request, and to provide Certificate Holder with a Certificate of Insurance.

- Certificate Holder shall read:

State of Idaho and the Regents of the University of Idaho
Attn: Risk Management
875 Perimeter Drive, MS 2433
Moscow, ID 83844-2433

- Description area of certificate shall refer to the appropriate Agreement, or Facility Use Agreement, or operations of the Insured.
- All certificates shall provide for thirty (30) days' written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.
- All insurers shall have a Best's rating of A- or better and be licensed and admitted in Idaho.
- All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.
- All policies (except Workers Compensation and Professional Liability) shall name the following as Additional Insured: The Regents of the University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho.

If Insured is responsible for subcontractors, ISO form CG 2038 0413 shall be used.

- Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Insured's obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this grant or contract at the Certificate Holder's option.
- By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured's liability under the terms of the grant or contract.

UNIVERSITY OF IDAHO
REQUEST for CERTIFICATE of INSURANCE
Page 2 of 2

Required Insurance Coverage. Insured shall obtain insurance of the types and in the amounts described below.

- Commercial General and Umbrella Liability Insurance. Insured shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Coverage for camp participants shall be included. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.
- Commercial Auto Insurance. Insured shall maintain a Commercial Automobile Policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$5,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.
- Business Personal Property and/or Personal Property. Insured shall purchase insurance to cover Insured's personal property. In no event shall Certificate Holder be liable for any damage to or loss of personal property sustained by Insured, whether or not insured, even if such loss is caused by the negligence of Certificate Holder, its employees, officers or agents.
- Workers' Compensation. Insured shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000.
- Professional Liability. Insured shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

If you have additional questions, please contact:

Risk Management,
University of Idaho.
PH (208) 885-6177
risk@uidaho.edu

CERTIFICATE of INSURANCE

AIA® Document G715™ – 2017

Supplemental Attachment for ACORD Certificate of Insurance 25

By Reference

The printed document "Supplemental Attachment for ACORD Certificate of Insurance 25, AIA Document G715 - 2017", included herein by reference, or insurance company's standard approved form, together with one (1) duplicate copy of all applicable insurance policies covered by the certificate, shall be provided to the Owner by the Contractor to whom a contract is awarded within ten (10) calendar days after execution of the Contract Agreement, and prior to any work being done on the project by the Contractor.

Printed company forms, approved by The American Institute of Architects and so verified, may be used in lieu of AIA Document A715 - 2017. Four (4) copies shall be executed by an insurance company duly authorized to conduct business in the State of Idaho, and satisfactory to the Owner.

Upon compliance with insurance requirements, and when properly executed, same shall become a part of the contract documents.

Refer to Article 11 of the Supplemental Conditions to the Contract for Construction.

Copies of AIA Document A715 are available for review at the offices of Architectural & Engineering Services at the University of Idaho. Full samples of AIA Documents may be viewed and / or downloaded at the following:

<https://www.aiacontracts.org/contract-doc-pages/82156-all-contract-documents>

END OF CERTIFICATE OF INSURANCE

PERFORMANCE BOND and PAYMENT BOND



Performance Bond

By Reference

The printed document "Performance and Labor and Material Payment Bond, AIA Document A312 - 2010", included herein by reference, shall be used in the amount of 100% of the Contract.

Attorneys-in-fact who sign Performance and Labor and Material payment bonds shall be licensed in the State of Idaho and must file with each bond a certified and effectively dated copy of their power-of-attorney forms to Bidders for their use.

Refer also to Section 11.4 "Performance Bond and Payment Bond" of the General Conditions to the Contract for Construction and as modified by the Supplemental Conditions to the Contract for Construction.

Copies of AIA Document A312 are available for review at the offices of Architectural & Engineering Services at the University of Idaho. Full samples of AIA Documents may be viewed and / or downloaded at the following:

<https://www.aiacontracts.org/contract-doc-pages/82156-all-contract-documents>

END OF PERFORMANCE BOND and PAYMENT BOND

CERTIFICATE of SUBSTANTIAL COMPLETION



Certificate of Substantial Completion

By Reference

The printed document "Certificate of Substantial Completion, AIA Document G704 - 2017", is included herein by reference, and shall apply to the Contract.

The Certificate of Substantial Completion form shall, upon completion of the Work, be furnished by the Architect to the Contractor, and when properly executed by all parties thereto, shall identify the contract warranty period and the Owner's obligations upon acceptance of the Work.

Copies of AIA Document G704 are available for review at the offices of Architectural & Engineering Services at the University of Idaho. Full samples of AIA Documents may be viewed and / or downloaded at the following:

<https://www.aiacontracts.org/contract-doc-pages/82156-all-contract-documents>

END OF CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACTOR'S AFFIDAVIT of PAYMENT of DEBTS and CLAIMS



Contractor's Affidavit of Payment of Debts and Claims

By Reference

The printed document "Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706 - 1994", is included herein by reference, and shall apply to the Contract.

The Contractor's Affidavit of Payment of Debts and Claims form shall, upon completion of the Work, be furnished by the Architect to the Contractor, and when properly executed, shall become a part of the contract documents.

Copies of AIA Document G706 are available for review at the offices of Architectural & Engineering Services at the University of Idaho. Full samples of AIA Documents may be viewed and / or downloaded at the following:

<https://www.aiacontracts.org/contract-doc-pages/82156-all-contract-documents>

END OF CONTRACTOR'S AFFIDAVIT of PAYMENT of DEBTS and CLAIMS

CONTRACTOR'S AFFIDAVIT of RELEASE of LIENS



Contractor's Affidavit of Release of Liens

By Reference

The printed document "Contractor's Affidavit of Release of Liens, AIA Document G706A - 1994", is included herein by reference, and shall apply to the Contract.

The Contractor's Affidavit of Release of Liens shall, upon completion of the Work, be furnished by the Architect to the Contractor, and when properly executed, shall become a part of the contract documents.

Copies of AIA Document G706A are available for review at the offices of Architectural & Engineering Services at the University of Idaho. Full samples of AIA Documents may be viewed and / or downloaded at the following:

<https://www.aiacontracts.org/contract-doc-pages/82156-all-contract-documents>

END OF CONTRACTOR'S AFFIDAVIT of RELEASE of LIENS

CONSENT of SURETY to FINAL PAYMENT



Consent of Surety to Final Payment

By Reference

The printed document "Consent of Surety to Final Payment, AIA Document G707 - 1994", is included herein by reference, and shall apply to the Contract.

The Consent of Surety to Final Payment shall, upon completion of the Work, be furnished by the Architect to the Contractor, and when properly executed, shall become a part of the contract documents.

Copies of AIA Document G707 are available for review at the offices of Architectural & Engineering Services at the University of Idaho. Full samples of AIA Documents may be viewed and / or downloaded at the following:

<https://www.aiacontracts.org/contract-doc-pages/82156-all-contract-documents>

END OF CONSENT of SURETY to FINAL PAYMENT