

CITY OF BURLEY, IDAHO

LOCAL IMPROVEMENT DISTRICT - 4
MISCELLANEOUS CONCRETE PROJECT

SPECIFICATIONS & CONTRACT DOCUMENTS
Supplementing the
2012 Idaho Standards for Public Works Construction

September 2016

Original Specifications and Contract Documents Supplement Prepared by
City of Burley, Idaho

Modified for this project by
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PROJECT DESCRIPTION

This project consists of replacing/placing sidewalk, curb & gutter, stairs, drive approaches, and retaining walls upon various property frontages within the city limits. Handicap ramps are also included. The improvements are funded through the formation of an L.I.D. (Local Improvement District) by the City. This project is open enrollment voluntary L.I.D. Property owners who are interested in improving their frontages utilizing the L.I.D. petition the City Engineering Department. Individual projects are reviewed by city staff and a cost estimate is provided to the property owner. If the property owner still desires to proceed, the individual project is then added to a list and presented to the contractor. The project is then constructed under terms and conditions of the contract.

Contractor shall refer to applicable ISPWC Technical Specifications.

INVITATION TO BID

NOTICE IS HEREBY GIVEN that on or before **xxxxx a.m., xxx the xth day of September, 2016**, the City of Burley, Idaho will receive in the office of the City Clerk, PO Box 1090, 1401 Overland Avenue, Burley, Idaho, sealed bids for L.I.D.-4 Miscellaneous Concrete Project L.I.D. Envelopes containing bid proposals shall be sealed and addressed to the City of Burley, Idaho and shall be marked

L.I.D.-4 Miscellaneous Concrete Project

Bids will be opened and publicly read at **xxxx a.m. on the xth day of September, 2016** in the City Council Chambers. Action will be taken by the City within thirty (30) days of the opening date and the successful bidder will be required to enter into a written contract with the City within ten (10) days after Notice of Award of his bid. The City of Burley reserves the right to reject any and all bids.

Each bid will be accompanied by a bid bond or certified check in the amount of 5% of the total bid which will be forfeited to the City if the bidder fails to enter into the contract. Checks of unsuccessful bidders will be returned immediately following award of the contract or 30 days after opening, if no award is made. All contractors submitting bids are required to have a valid Idaho Public Works License prior to bidding and to include the number on the Bid Form. Payment and Performance Bonds each equal to the bid amount are required upon award of Contract. **There is a mandatory pre bid meeting on September XXst at Xam. The meeting will be held at City Hall, 1401 Overland Avenue, Burley, Idaho 83318.**

Specifications Supplement and Contract Documents may be examined at City of Burley. A copy of said documents for bidding purposes may be obtained from the office of City Clerk 1401 Overland Avenue. There will be a ten dollar charge for the bid documents. All proposals must be submitted on the forms furnished. Contractors are responsible to acquire and review the ISPWC Technical Specifications.

The proposed work consists of furnishing all labor, equipment, and materials to construct concrete sidewalks, curbs & gutters, stairs, and driveway approaches. A list of quantities is available from the City Clerk's Office.

This work is financed solely from LID funds and is exempt from federal Davis-Bacon wage requirements. The proposed work is to be completed **by October 30, 2016** or as directed by the City Engineer.

Dated **this xxth day of September, 2016.**

By: City of Burley
Bryan Reiter P.E. City Engineer

Publish September XX and September XX, 2016

INSTRUCTION TO BIDDERS

1. DEFINED TERMS

Whenever in these specifications or in other contract documents the following terms (or pronouns in place of them) are used, the intent and meaning shall be interpreted as follows:

a) ADDENDUM. Any written or graphic modification or interpretation of the contract documents issued by the Engineer prior to the bid opening.

b) BIDDER. The individual, firm or corporation formally submitting a proposal for the work contemplated, acting directly or through an authorized representative.

c) CERTIFICATE OF SUBSTANTIAL COMPLETION. A document from the Owner to the Contractor stating that the major work on the project has been completed and is ready for service. The guarantee period (usually one year) begins at the time this document is issued. Final payment or retainages are not to be paid until all work is completed, including the paperwork.

d) CHANGE ORDER. A written agreement between the Owner and the Contractor covering changes within the Plans, Specifications, or Quantities within the scope of the contract and establishing the basis of payment and time adjustments for the work affected by the changes. To avoid conflict in these specifications, the Change Order will take the place of supplemental agreements, extra work orders, and other types of special work agreements.

e) CITY OR OWNER. The word City or Owner in these specifications means the City of Burley, Idaho.

f) CONTRACT. The written agreement between the Owner and the Contractor covering the performance of the work and the furnishing of labor and materials in the construction thereof. The contract shall include the notice of letting, the proposal, plans, specifications, special provisions, if any, and the contract bond; also any and all supplemental agreements required to complete the work.

g) CONTRACTOR. The individual, partnership, firm or corporation executing a contract, acting directly or through his lawful agents or employees, who is primarily liable for the acceptable performance of the work for which he has contracted, and also for the payment of all legal debts pertaining to the work.

h) COMPLETION DATE. The date upon which the work shall be completed under the terms of the Contract and approved by the City.

i) ENGINEER. The word Engineer means the City of Burley City Engineer or the Engineer employed by the Owner to direct the work herein acting personally or through an assistant duly authorized in writing for such, by the Engineer.

j) INSPECTOR. An authorized representative of the Engineer assigned to make inspections of the work performed and materials thereof.

k) PLANS. The official plans, working drawings, or supplemental drawings or exact reproductions thereof, approved by the Engineer, which show the locations, character, dimensions, and details of the work to be done and which are to be considered as part of the Contract, supplementary to these instructions.

l) CONTRACT BOND. The approved security furnished by the Contractor to guarantee the completion of the work in accordance with the terms of the Contract, and as a guarantee that he will pay in full all bills and accounts for materials and labor used as part of the construction of the work, as provided by law.

m) NOTICE TO PROCEED. A written notice to the Contractor of the date on which he is to begin the prosecution of the work for which he has been contracted.

n) PROPOSAL. The approved, prepared form on which the bidder has submitted in detail a statement of his offer to perform the work.

o) PROPOSAL FORM. The approved form on which the Owner requires formal bids to be submitted for the work.

p) PROPOSAL GUARANTY. The required security submitted with the proposal to insure the execution of the Contract and bond for the performance of the work if the proposal is accepted.

q) SPECIFICATIONS. The specifications shall include all of the provisions and requirements contained herein together with any reference to other standard specifications which pertain to the method and manner of performing the work, or to the quantities or quality of the materials to be furnished under the contract.

r) WORK. The word "Work" shall be understood to mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all of the duties and obligations imposed by the contract.

s) WORKING DAY. A working day shall be any day other than a legal holiday or Sunday. If Contractor elects to work on any day other than a working day, he will be responsible for the payment of the City of Burley Inspector's overtime fee. No work shall be performed without an inspector available.

t) HOLIDAYS. The following are recognized as holidays:

- New Years
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving (2 days)
- Christmas

And any other day proclaimed as a holiday by a legal authority.

2. COPIES OF BIDDING DOCUMENTS

2.1. Complete sets of the Bidding Documents in the number and for the fee, if any, stated in the Advertisement of Invitation to Bid may be obtained from the Office of City Clerk, Burley, Idaho (herein, called Owner).

2.2. Complete sets of Bidding Documents must be used in preparing Bids. Neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

2.4 Interpretation of Specifications: The bidder's attention is called to the fact that the estimate of quantities of work to be done and materials to be furnished under these specifications as shown on the proposal form is approximate and will be used for comparison of bids. The City does not assume any responsibility that the quantities shall conform strictly to the estimate in the construction of the project, nor other conditions pertaining thereto. The City reserves the right to increase or decrease any or all of the above mentioned quantities of work or to omit any of them as may be deemed necessary without in any way invalidating the unit prices bid or the contract.

3. QUALIFICATIONS OF BIDDERS

3.1. All Contractors submitting bids are required to have a valid Idaho Public Work License and to include the number on the "Bid Form".

3.2. Bidders must present satisfactory evidence that they have the necessary experience, skill and financial ability to properly execute the work to be done under this Contract. If required by the Owner, Bidders must submit affidavits as to the amount of previous work or evidence of acceptance from other governmental entities of an amount of work done equivalent to that embraced in this contract. The Owner will inquire diligently into the Contractor's reputation and methods of previous work, and reserves the right to reject any bids because of previous difficulties on the part of the Contractor.

4. PREPARATION OF PROPOSAL

4.1. SUBMITTAL. The Bidder's Proposal shall be submitted on the proposal form furnished by the Owner. The blank spaces in the proposal form shall be filled in correctly where indicated for each and every item for which a quantity is given, and the Bidder shall state the prices (legibly written in ink, or typed, both in words and numerals) for which it is proposed to do each item of work contemplated. In case of discrepancy between the written and numerical prices, the written prices shall govern. The Bidder shall sign the Proposal correctly with ink.

If the Proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name of all partners and post office address and phone number of the general partner shall be shown. If made by a corporation, the proposal shall show the name of the state under the laws of which the corporation was chartered, the business address, the corporate seal, and the names of president and secretary/treasurer.

4.2. EXAMINATION OF CONTRACT DOCUMENTS AND SITE. It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, and (c) consider federal, state and local Laws and Regulations that may affect cost.

4.3. BID SECURITY. A bid bond, certified check or cashier's check in the amount of five percent (5%) of the bid and in favor of the Owner shall accompany the proposal.

4.4. DELIVERY OF PROPOSAL. Each Proposal submitted shall be placed in a sealed envelope marked with the title as shown on the proposal form, and with the name and address of the Bidder. When sent by mail, the sealed proposal marked as indicated above shall be enclosed in an additional envelope with the notation "LID-4 Miscellaneous Concrete Project." on the face of it. No proposal shall be considered unless filed on or before the time and at the place specified in the Invitation to Bid.

4.5. MODIFICATION AND WITHDRAWAL OF BIDS. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

4.6. REJECTION OF IRREGULAR PROPOSALS. Proposals may be considered irregular and be rejected if they contain omissions, any alteration of form, additions not called for, conditional or alternate bids unless called for, or irregularities of any kind.

4.7. ACKNOWLEDGMENT OF ADDENDA. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form), Failure to acknowledge receipt of Addenda shall render the Bid non-responsive.

4.8. SUBCONTRACTOR LIST. As required by Section 67-2310 Idaho Code, the General Contractor is required to include the names and addresses of all subcontractors in certain specialties he plans to use. Failure to list in the Proposal the required subcontractors shall render the Bid non-responsive.

5. BID OPENING

5.1. **PUBLIC READING.** Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

5.2. **SUBSTANTIAL MISTAKE.** If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security (if any) will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

5.3. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE.** All bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening, but Owner may, in its sole discretion, release any bid and return the bid security prior to that date.

5.4. **BID SECURITY RETENTION.** The bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within ten (10) days after the Notice of Award, Owner may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of signing of contract with lower bidder or the 30th day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within thirty (30) days after the Bid opening.

6. AWARD OF CONTRACT

6.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

6.2. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

6.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Bid Form.

Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

6.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with Contract Documents to Owner's satisfaction within the prescribed time.

6.5. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

6.6. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within thirty (30) days after the day of the Bid opening.

7. SIGNING OF AGREEMENT

- 7.1. CONTRACT EXECUTION. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds and proof of insurance. Within ten (10) days thereafter Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of Drawings with appropriate identification.
- 7.2. CONTRACT SECURITY. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by performance and payment bonds each in an amount equal to the contract price.
- 7.3. CONTRACTOR INSURANCE. The Contractor shall not commence work under this agreement until he has obtained the insurance required by the Agreement and described therein and furnished to the Owner satisfactory proof of such coverage.
- 7.4. WORKMAN'S COMPENSATION. The Contractor shall not commence work under this agreement until proof of coverage for Workman's Compensation is provided to Owner.
- 7.5. APPROVAL OF CONTRACT. No contract is binding upon the Owner until it has been executed by the Owner through its authorized representatives and has been delivered to the Contractor.

8. CONTRACT TIME.

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (Contract Time) are set forth in the Bid Form and the Agreement.

9. LIQUIDATED DAMAGES.

Provisions for liquidated damages, if any, are set forth in the Agreement.

10. SUBSTITUTE OF "OR-EQUAL" ITEMS.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered until after the Effective Date of the Agreement.

11. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

12. STATE AND LOCAL SALES AND USE TAXES (WH-5 FORM).

State and local sales and use taxes, as required by the laws and statutes of the State and its political subdivisions, shall be paid by the Contractor. Prices quoted in the Bid Form shall include sales tax, unless provision is made in the Bid Form to separately itemize the tax. A WH-5 tax form will be required to be filled out and submitted to the State Tax Commission.

13. RETAINAGE.

Pursuant to Idaho Code, the State Tax Commission has promulgated mandatory procedures for Public Works contracts with which the Contractor and the Owner must comply. The Contractor will be responsible for completing all applications, notices and submittal required. Upon completion of the contract and before release of the retainage (constituting final payment) to the contractor, the Owner must receive a Public Works Contract Tax Release from the State Tax Commission indicating the Contractor has complied with the Idaho tax laws. A 5% retainage will be held until the Tax Release is received from the State Tax Commission.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated on the ____ day of _____, 20____ by and between the **CITY OF BURLEY, IDAHO**, (hereinafter called OWNER) and _____(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

“Miscellaneous Concrete Project”

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Replace/Construct miscellaneous concrete in the City of Burley.

Article 2. ENGINEER

The Project Engineer is Shreeve & Associates, PLLC, in partnership with the City of Burley. The Burley City Engineer is hereinafter called ENGINEER and who will act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

For all purposes, the City of Burley's City Engineer is the ENGINEER.

Article 3. CONTRACT TIME

3.01 COMPLETION. Contractor shall complete the work within 90 days of contract award. The Contractor shall complete construction on any given property within fourteen days of beginning construction on that property unless directed differently by Change Order.

3.02 LIQUIDATED DAMAGES. OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.01 above, plus any extensions thereof approved and granted by the ENGINEER. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER ONE HUNDRED AND NO/100 DOLLARS (\$100.00) for each day that expires after the time specified.

3.03 EXTENSION OF TIME. CONTRACTOR shall not be charged with liquidated damages because of any delays in the completion of the Work due to unforeseeable causes beyond his control and which are not his fault or due to his negligence including but not restricted to, Acts of God, strikes, Federal Laws and Regulations in the procurement of materials, unusually severe weather conditions or delays of subcontractors due to such causes. CONTRACTOR shall give written notice of the causes of any such act, hindrance, or delay to OWNER within ten (10) days after its occurrence. If OWNER agrees that justifiable cause exists the completion date shall be extended by the number of working days equal to the number of working days lost by the delay.

Article 4. CONTRACT PRICE AND PAYMENT PROCEDURE

4.01 **PAYMENT.** OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds.

4.02 **PAYMENT PROCEDURES.** For the faithful performance of this Work herein embraced, as set forth in this Agreement between OWNER and CONTRACTOR, together with official contract documents specified in Article 7, which are made a part of this agreement hereof, in accordance with the directions of the ENGINEER, and to his satisfaction, said OWNER agrees to pay to said CONTRACTOR the amount earned, computed from actual quantities of work performed, as shown by the estimate of the ENGINEER, at the unit prices designated in the Bid Schedule. Such payment shall be adjusted to account for change orders, previous progress payments, retainage, liquidated damages and interest as applicable. Payments shall be made by the City Treasurer of said OWNER upon warrants of the OWNER issued upon vouchers of said ENGINEER which have been approved by Mayor and Council of said OWNER out of monies legally available for that purpose.

4.03 **PROGRESS PAYMENT.** CONTRACTOR shall be entitled to monthly Progress Payments for work completed and for materials delivered and stored at the site (but not installed) during previous calendar months. On the first day of each month, or within nine (9) days thereafter, CONTRACTOR shall deliver to OWNER'S ENGINEER a signed Request for Payment containing an estimate of the actual quantities of work performed and invoices for materials delivered to the site. OWNER and CONTRACTOR will then measure the exact quantities together. Payment shall be computed using UNIT PRICES designated on the Bid Form and adjusted to account for change orders, previous progress payments, retainage, liquidated damages, and interest as applicable. The receipt of Progress Payments does not signify acceptance of the Work.

4.04 **RETAINAGE.** OWNER shall be entitled to retain five percent of each progress payment. This retainage shall be released to the CONTRACTOR after final acceptance of the Work by the OWNER, and receipt of a tax release from the Idaho State Tax Commission.

4.05 **EXTRA WORK & FORCE ACCOUNT WORK.** In the event of any "Extra Work" being ordered by the Engineer of a class not covered by the prices submitted in the proposal, the basis of payment for the same shall be agreed upon in writing between the parties to the contract before such work is done.

The quantities shown in the bid documents are approximate only and are for the purpose of comparing bids. The City of Burley especially reserves the right to increase or decrease any of the quantities and to make reasonable changes to designs without being responsible to the Contractor in any way for extra costs or for anticipated profits. The Contractor will be paid for the actual quantities of work finally installed or performed at the applicable unit prices stated in his Proposal.

If unforeseen conditions require extra work of a type or nature already contemplated by the Contract, written change orders will be furnished to the Contractor. The basis for any additional compensation will be the unit prices originally provided by the Contractor.

4.06 **PAYMENT OF MATERIAL ON HAND.** In preparing monthly estimates, payment shall be made to the extent of 75 percent of the invoice cost for materials on hand to be used on the project, and stored on site in an acceptable manner. All materials must conform to the requirements of the specifications; however, payment for materials on hand will not constitute acceptance and any faulty material will be condemned even though such payment may have been made for same in the estimates. Deductions at the same rates and in the amounts equal to the payments will be made from the estimates as the material is used, for which partial payments have been made.

4.07 **FINAL PAYMENT.** Upon completion of the Work and any testing specified in the Contract Documents, CONTRACTOR shall submit a Request for Final Payment containing an estimate of the actual quantities completed. ENGINEER shall inspect the completed Work, itemize any deficiencies, verify that quantities are correct, and adjust totals if necessary. Payment shall be computed as defined in Section 4.02 of this Agreement. CONTRACTOR shall correct any deficiencies and provide evidence from the Idaho State Tax Commission that State and Local Taxes are paid. CONTRACTOR shall be given a Certificate of Completion and paid in full as soon as reasonably possible after correction of deficiencies and submission of required documents.

4.08 **FINAL GUARANTEE.** All Work is guaranteed by the CONTRACTOR for a period of 1 year from after the date of the certification of the final pay estimate by the ENGINEER and the CONTRACTOR. If within said guarantee period, repairs or changes are required in connection with any guaranteed Work, which in the opinion of the ENGINEER is rendered necessary as

the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contract, the

CONTRACTOR shall promptly upon receipt of written notice from the OWNER and without expense to the OWNER:

- a. Place in satisfactory condition in every particular all of such guaranteed Work and correct all defects therein;
- b. Make good all damage to the site, or equipment or contents thereof, which in the opinion of the ENGINEER is a result of the use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the contract;
- c. Make good any Work or material or the equipment and the contents of the building, structure, or site disturbed in fulfilling any such guarantee.

If the CONTRACTOR or Bonding Company, after such notice, fails to within ten (10) days proceed to comply with the terms of this guarantee the OWNER may have the defects corrected and the CONTRACTOR and his Surety shall be liable for all costs and expenses incurred; provided, however, that in case of emergency where, in the opinion of the ENGINEER, delay would cause serious loss or damage, repairs may be made without notice being given to the CONTRACTOR and the CONTRACTOR shall pay the cost thereof.

Article 5. INTEREST

All monies not paid within thirty (30) days of CONTRACTOR'S submittal of Request For Payment (or Final Payment), and other supporting documentation, and to which the CONTRACTOR is legally entitled by this Agreement, shall bear 2% above bank prime.

Article 6. CONTRACTOR'S REPRESENTATIVES

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.01 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work;

6.02 CONTRACTOR has studied carefully all reports and drawings of physical conditions which are identified in the Contract Documents, and accepts the determination and extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply .

6.03 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to those provided by owner above) which pertain to the subsurface or physical conditions at or contiguous to the site or which may otherwise affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations , tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

6.04 UNDERGROUND FACILITIES. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

6.05 CONTRACTOR has correlated the results of all such observations, examinations, investigations, exploration tests, reports and studies with the terms and conditions of the Contract Documents.

6.06 ERRORS. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he

has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

6.07 DAMAGES DURING CONSTRUCTION. CONTRACTOR accepts responsibility for conducting construction activities in a manner to prevent damage to structures or facilities in or near the construction site. CONTRACTOR agrees, in the event of damage caused by construction activities, to restore said structures or facilities at CONTRACTOR'S expense to a condition equal to or exceeding that which existed prior to said construction activities.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER AND CONTRACTOR concerning the Work consist of the following:

1. Invitation To Bid
2. Instructions To Bidders
3. This Agreement
4. Bid Form, dated _____
5. Bid Bond
6. Payment Bond
7. Performance Bond
8. Notice of Award
9. Notice to Proceed
10. WH-5 Tax Form
11. Technical Specifications (including Appendices)
12. Addenda numbers ____ to _____, inclusive.
13. Insurance Certificates
14. Workman's Compensation Certificate
15. 2012 Idaho Standards for Public Works Construction (Not Included)
16. Miscellaneous Concrete Project LID Assessment Roll – Dated _____

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as agreed to by both parties in writing.

Article 8. OTHER PROVISIONS

8.01 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.02 INDEMNIFICATION AND INSURANCE. The CONTRACTOR shall not commence work under this agreement until he has obtained the insurance and furnished to the OWNER satisfactory proof of such coverage:

1. COMPENSATION INSURANCE. The CONTRACTOR shall maintain during the life of this agreement Workmen's Compensation insurance for all of his employees working under this agreement.
2. LIABILITY INSURANCE. The CONTRACTOR shall maintain during the life of this agreement such bodily injury, property damage and vehicle insurance as shall protect him while performing Work under this Contract from claims for liability or property damage which may arise from operations by himself or anyone directly or indirectly employed by him under this Contract. The amount of such insurance shall be not less than the following: Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate.
3. CERTIFICATE OF INSURANCE. NOTICE TO PROCEED shall not be issued until the CONTRACTOR has furnished to the OWNER a Certificate of Insurance executed by insurance companies authorized to do insurance business in Idaho certifying that policies of insurance as required by the Contract have been duly issued to the CONTRACTOR (and its subcontractors where required). This paragraph applies to all insurance required by the Contract including Certificate of Coverage for Workman's Compensation.

8.03 INDEPENDENT CONTRACTOR. In all matters pertaining to this work, the offeror shall be acting as an independent CONTRACTOR.

Article 9. GENERAL CONTRACTOR OBLIGATIONS

1. Locate and protect all utilities within the area required to complete the work of this Contract;
2. Protect all surface structures from damage;
3. Adhere strictly to requirements for safety in the work zone as per all state and federal statutes, and local ordinances including but not limited to OSHA, MUTCD standards;
4. Construct all facilities in accordance with State and Federal specifications and guidelines in accordance with the Idaho Standards for Public Works Construction, Special Provisions, Owner standard Specifications, as shown in the Appendices, and as approved by the Contracting Officer;
5. Restore all surface features to former condition and usage. Pavement restoration will be performed by the Contractor;
6. Dispose of all rocks, brush, trees, concrete, removed pipe, asphalt, and/or other debris in accordance with all Local, State, and Federal Statutes and Ordinances;
7. Perform all concrete work, backfill, pipe installation and other miscellaneous items as stated in the Technical Provisions of this Contract;
8. Maintain utility services provided by above ground or underground facilities in the area of the work and be liable for damages due to disruptions to service caused by Contractor's construction activities;
9. Notify Engineer of the start of construction, Notify Engineer if conditions vary substantially from those indicated per the specifications hereof.

Article 10. SCOPE OF WORK

10.01 INTENT OF SPECIFICATIONS. The intent of the specifications is to prescribe a complete Work or improvement which the CONTRACTOR undertakes to do in full compliance with the specifications, and other Contract Documents. The CONTRACTOR shall do all Work including such additional, extra and incidental Work as may be considered necessary to complete the project in a satisfactory and acceptable manner as provided in the specifications, Proposal and Contract. CONTRACTOR shall furnish, unless otherwise provided, all materials, equipment, tools, labor and incidentals necessary to prosecute the completion of the Work.

10.02 INCREASED OR DECREASED QUANTITIES OF WORK. The OWNER reserves the right to make such alterations in the specifications or in the quantities of Work as may be considered necessary. Such alterations shall not be considered as a waiver of any conditions of the Contract to invalidate any of the provisions thereof.

10.03 EXTRA WORK. In connection with the work covered by the contract, the ENGINEER may at any time during its progress order other work or materials incidental thereto. All such work and materials which do not appear in the contract as a specific item accompanied by a unit price, and which are not included under the price bid for other items in the contract, shall be designated as "Extra Work". The CONTRACTOR shall perform "Extra Work" whenever it is deemed necessary and ordered to complete fully the project as contemplated and it must be done in accordance with the intent of these specifications. Payment for "Extra Work" will be made at an agreed unit price or lump sum price as set forth in a supplemental agreement executed by both parties to the Contract.

"Extra Work" shall be done under the supervision of the ENGINEER and his decision shall be final and binding. The plans of the Work to be followed, the materials and equipment to be used, and the amount and character of labor to be employed shall meet with approval of the ENGINEER. Authorization for "Extra Work" shall be made by the ENGINEER in writing in advance of the performance of the Work and claims for such Work not so authorized will be rejected.

10.04 FINAL CLEANUP. Upon completion of the Work and before acceptance and final payment is made, the CONTRACTOR shall remove all equipment, excess and discarded materials, temporary structures and rubbish from the site and adjacent property and shall leave the site in a neat, presentable condition.

Article 11. CONTROL OF WORK AND MATERIALS

11.01 AUTHORITY OF THE ENGINEER. The ENGINEER shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and Work to be performed, as to the manner of performance and rate of progress of the Work, as to the interpretation of the plans and specifications, as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR, as to compensation, and as to mutual rights between CONTRACTORS. The decision of the ENGINEER shall be final and he shall have exclusive authority to enforce the provisions of the Contract.

11.02 SPECIFICATIONS. All Work performed and all materials furnished under the Contract shall be in accordance with the specifications and no deviation will be permitted without the written order of the ENGINEER.

11.03 CONSTRUCTION STAKES. The OWNER will furnish the CONTRACTOR line and grade where necessary.

11.04 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the OWNER shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, quality or manufacture of the materials to be used. The Inspector shall not be authorized to revoke, alter or waive any requirements of the specifications. He shall be authorized to call the attention of the CONTRACTOR to any failure of the Work or materials to conform to the specifications and contract. He shall have the authority to reject materials or suspend the Work until any question at issue can be decided by the ENGINEER.

11.05 INSPECTION. The ENGINEER or his representative shall be allowed access to all parts of the project at all times and shall be furnished such information and assistance by the CONTRACTOR as may be required to make a complete and detailed inspection.

11.06 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK. All Work and materials which do not conform to the requirements of the contract shall be considered as defective work. Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to acceptance of final payment for Work shall be removed immediately and replaced by Work and materials which shall conform to the specifications or shall be remedied otherwise in an acceptable manner. The fact that the inspector may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

11.07 MAINTENANCE DURING CONSTRUCTION. The CONTRACTOR shall maintain the Work until it is finally accepted. All cost of maintenance Work by the CONTRACTOR during construction and before the Work is finally accepted shall be included in the unit prices on various pay items or lump sum bid and the CONTRACTOR will not be paid an additional amount for the Work.

11.08 DISPUTED CLAIMS. In any case where the CONTRACTOR deems extra compensation is due him for Work or materials not clearly covered in the Contract, or not ordered by the ENGINEER as an extra, as defined herein, the CONTRACTOR shall notify the ENGINEER in writing of his intention to make claim for such extra compensation before he begins the Work on which he bases the claim. If such notification is not given or the ENGINEER is not offered proper facilities by the CONTRACTOR for keeping strict account of cost, the CONTRACTOR hereby agrees to waive the claim for such extra compensation. In case the claim is found to be just, it shall be allowed and paid for as an extra as provided herein for "Extra Work".

All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner and the Engineer. Such claim shall be received by the Owner and the Engineer no later than seven (7) calendar days after the first appearance of the circumstances causing the claim, and before he begins the work on which he bases his claim. The Contractor shall set forth in detail all known facts and circumstances supporting the claim.

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

In all claims for adjusted compensation due to unexpected obstructions or other causes, where it is determined by the ENGINEER that compensation is due, the amount of compensation shall be based on an adjustment in quantities at the Unit Prices submitted with the CONTRACTOR'S original bid for the classification of WORK involved in the claim for adjusted compensation. The ENGINEER shall be the final authority in determining the reasonableness in applying a Unit Price to an item of work and the manner in which it is applied.

11.09 MATERIALS. Only materials conforming to the requirements of the specifications shall be used. All materials, before being incorporated in the work, shall be inspected and approved by the ENGINEER or his authorized representative.

All materials which do not meet the requirements of these specifications will be rejected and shall be removed immediately from the job unless permitted by the ENGINEER to remain on the Work. The loss in replacing improper work or material shall furnish no ground to the CONTRACTOR for claiming additional compensation or extension of time for the completion of the Contract. Upon failure on the part of the CONTRACTOR to comply forthwith with any order of the ENGINEER made under the provisions of this paragraph, the ENGINEER shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any money due or to become due to the CONTRACTOR.

11.10 WORK AREA. The CONTRACTOR shall keep the Work area in a reasonably neat condition with regard to litter and trash that may evolve from his own operations.

11.11 COMPLIANCE WITH BUILDING/ELECTRICAL/PLUMBING CODES. All Work performed in the performance and prosecution of this project shall be in accordance with the most recent editions of the Uniform Building Code, the National Electrical Code, and the Uniform Plumbing Code.

Article 12. LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

12.01 LAWS TO BE OBSERVED. The CONTRACTOR is assumed to be familiar with all Federal, State and local laws, codes, ordinances and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the construction area, or in any way affects the conduct of the Work. No pleas of mistake in fact or ignorance on the part of the CONTRACTOR will, in any way, serve to modify the provisions of the Contract. The CONTRACTOR, at all times, shall observe and comply with all Federal, State and local laws, codes, ordinances and regulations in any manner affecting the conduct of the Work, and the CONTRACTOR and his surety shall indemnify and save harmless the OWNER and all its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

12.02 BARRICADES, WARNINGS, SIGNS AND LIGHTS. The CONTRACTOR will be required to erect at his expense barricades and warning signs, and to furnish and maintain warning lights at night to protect the public from possible injury during

the progress of all parts of the Work. All traffic control devices will be set in place prior to the start of any work on the project. Traffic Control shall meet MUTCD and City of Burley Requirements.

12.03 PUBLIC SAFETY AND CONVENIENCE. The CONTRACTOR shall at all times so conduct his Work as to insure the least possible obstruction to traffic. The convenience of the general public and residents along streets and the protection of persons and property are of prime importance and shall be provided for by the CONTRACTOR in an adequate and satisfactory manner.

Where the CONTRACTOR'S equipment is operated on any pavement or structure, not within the limits of his contract, which is used by traffic, the CONTRACTOR shall clean the pavement of all dirt and debris at the end of each day's Work. The cost of this Work will not be paid for directly but shall be considered as included in the contract unit prices for other items.

12.04 PROTECTION AND RESTORATION OF PROPERTY. The CONTRACTOR shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation and/or restoration of all public and private property, fences, monuments, underground structures, building, poles, signs, mailboxes etc. on and adjacent to the site and shall use every precaution necessary to prevent damage or injury thereto. He shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect or misconduct in his manner or method of executing said Work, or due to his nonexecution of said Work, or at any time due to defective Work or materials, and said responsibility shall not be released until the Work has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the Work, or in consequence of the nonexecution thereof on the part of the CONTRACTOR, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury in an acceptable manner.

12.05 RESPONSIBILITY FOR DAMAGE CLAIMS. The CONTRACTOR and his surety shall indemnify and save the OWNER and all of its officers, agents, and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property, by or from the said CONTRACTOR or his employees, or by or in consequence of any neglect in safeguarding the Work, or by or on account of any act or omission, neglect, or misconduct of the said CONTRACTOR, or by or on account of any claims or amounts recovered by any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under the "Workman's Compensation Law", or any other law, ordinance, order or decree, and so much of the money due said CONTRACTOR under and by virtue of his contract, as shall be considered necessary by the OWNER, may be retained, or, in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims, or injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished to the OWNER.

12.06 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the final acceptance of the Work by the ENGINEER and the OWNER, the CONTRACTOR shall have the charge and care thereof and shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from faulty materials or Work or from the execution or nonexecution of the Work. The CONTRACTOR shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance, and shall bear the expense thereof except damage to the Work due to acts of God or the public enemy.

An "Act of God" is construed to mean an earthquake, cloudburst, cyclone or other cataclysmic phenomenon of nature. A rainstorm, windstorm or other natural phenomenon of normal intensity for the particular locality shall not be construed as an "Act of God" and no reparation to the CONTRACTOR shall be made for damages to the Work resulting therefrom. The ENGINEER shall be the sole judge as to whether a particular natural phenomenon shall be classed as an "Act of God" or as a normal occurrence.

In case of suspension of Work from any cause whatsoever, the CONTRACTOR shall be responsible for all materials, and shall properly store them, if necessary, and shall provide suitable drainage of the roadway and erect temporary structures where necessary.

Article 13. PROSECUTION AND PROGRESS OF WORK

13.01 SUBLETTING OF CONTRACT. The OWNER will not recognize any subcontractor on the Project. The CONTRACTOR shall at all times when Work is in operation be represented either in person, by a qualified superintendent, or other designated representative. All persons engaged in the Work of the construction, including subcontractors, will be considered as employees of the CONTRACTOR and he will be held responsible for their Work, which shall be subject to the provisions of the Contract.

13.02 DEFAULT AND TERMINATION OF CONTRACT. If the CONTRACTOR

- a. Fails to begin the Work under the contract within the time specified in the "Notice to Proceed";
- b. Fails to perform the Work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the Work;
- c. Performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable;
- d. Discontinues the prosecution of the Work;
- e. Fails to resume Work which has been discontinued within a reasonable time after notice to do so;
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency;
- g. Makes an assignment for the benefit of creditors;

Or for any other cause whatsoever, fails to carry on the Work in an acceptable manner, the ENGINEER will give notice to the CONTRACTOR as follows:

- a. A verbal notification from the ENGINEER to the CONTRACTOR (documented by the ENGINEER) that one or more of the above infractions have occurred.
- b. A written notification from the ENGINEER to the CONTRACTOR stating the infraction(s), as was given in the verbal notification, and should such infractions not be corrected within ten (10) days, the OWNER will proceed to take full power and authority from the CONTRACTOR for Default of the Contract. A copy of the notification shall be sent to the CONTRACTOR'S surety.
- c. If the CONTRACTOR or Surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, the OWNER will, upon written notification from the ENGINEER of the fact of such delay, neglect or default and the CONTRACTOR'S failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the Work out of the hands of the CONTRACTOR.

The OWNER may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in the opinion of the ENGINEER will be required for the completion of the contract in an acceptable manner.

Costs and charges incurred by the OWNER, together with the cost of completing the Work under the Contract, will be deducted from any monies due or which may become due the CONTRACTOR. If such expense exceeds the sum which would have been payable under the Contract, then the CONTRACTOR and the Surety shall be liable and shall pay to the OWNER the amount of such excess.

13.03 COMPLETION OF CONTRACT. The contract shall be considered complete after all the Work included has been completed and accepted and after the final estimate has been allowed and paid; the CONTRACTOR shall then be released from all further obligations except as set forth in his bond and as to any legal rights of the OWNER.

Article 14. BID PRICE

This is a UNIT COST bid contract. Contractor agrees to complete the Work hereof as specified at the unit prices indicated on the BID FORM and for measured quantities after completion of the Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Document have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on the _____ day of _____, 20____.

OWNER: _____ City of Burley _____

CONTRACTOR: _____

By _____

By _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

PO Box 1090
1401 Overland Avenue, _____

Burley, ID 83318 _____

Public Works License No. _____

Agent for service of Process:

BID FORM

PROJECT IDENTIFICATION: *LID-4 Miscellaneous Concrete Project L.I.D.*

THIS BID IS SUBMITTED TO:

OWNER:

City of Burley
PO Box 1090
1401 Overland Avenue
Burley, Idaho 83318

1. **BID ACCEPTANCE:** The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. **BID SECURITY:** BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for thirty (30) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the bonds and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.
3. **REPRESENTATIONS:** In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all Bidding Documents including Addenda (receipt of all which must be acknowledged);
 - (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing the Work;
 - (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the technical data contained in such reports and drawings upon which BIDDER is entitled to rely;
 - (d) BIDDER assumes responsibility for obtaining and carefully studying all examinations, investigations, explorations, tests and studies in addition to or to supplement those referred to in (c) above which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes;

- e) BIDDER has reviewed and checked all information and data shown or indicated on the Plans and Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location and protection of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents;
 - (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents;
 - (g) BIDDER has given CITY ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by CITY ENGINEER is acceptable to BIDDER;
 - (h) This Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. BIDDER accepts, if selected as CONTRACTOR for this Work, responsibility for the protection of all existing structures and facilities in or near the construction site from damages resulting from CONTRACTOR'S construction activities. It shall be SUCCESSFUL BIDDER'S responsibility, in the event any structure or facility is damaged by construction activities, to restore at BIDDER'S expense, said structure or facility to an equal or better condition than existed prior to said construction activities.
5. BIDDER agrees that the Work will be completed and ready for final payment by **October 30, 2016** or as directed by the City Engineer. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.
6. The following documents are attached to and made a condition of this Bid.
- a. Invitation to Bid
 - b. Instruction to Bidders
 - c. Agreement Between Owner and Contractor
 - d. Bid Form
 - e. Bid Schedule
 - f. Bid Bond
 - g. Payment Bond
 - h. Performance Bond
 - i. Notice of Award
 - j. Notice to Proceed
 - k. WH-5 Tax Form
 - l. Technical Specifications (including Appendices)
 - m. Addenda numbers _____ to _____, inclusive.
 - n. Insurance Certificates
 - o. Workman's Compensation Certificate
 - p. 2012 Idaho Standards for Public Works Construction (Not Included)

7. Communications concerning this Bid shall be addressed to:

City of Burley
PO Box 1090
1401 Overland Avenue
Burley, Idaho 83318
(208) 878-2224
Fax No. (208) 878-4436

8. BIDDER will furnish all material, equipment, labor, taxes, permits and all things necessary to construct miscellaneous concrete complete in place for the following UNIT PRICES, being aware that the total amount of compensation will be determined from the actual quantities completed in place, computed to neat lines as detailed.

BID SCHEDULE

***LID-4 – Miscellaneous Concrete Project L.I.D.
(See Technical Specifications for Bid Item Definitions)***

1.0 4” Thick Concrete

Square Feet: 16,200
Unit Price: \$ _____ per square foot
Unit Price (in words): _____ per square foot

Sub Total: _____

2.0 6” Thick Concrete

Square Feet: 11,300
Unit Price: \$ _____ per square foot
Unit Price (in words): _____ per square foot

Sub Total: _____

3.0 Miscellaneous Concrete

Cubic Yard: 50
Unit Price: \$ _____ per cubic yard
Unit Price (in words): _____ per cubic yard

Sub Total: _____

Total Amount of Bid: _____

Total Amount of Bid in Words: _____

I hereby acknowledge the receipt of Addenda No.’s _____

(Signature)

Warnings:

- 1. Unit Price must be entered in words or bid will be declared non-responsive.**
- 2. Receipt of Addenda must be acknowledged (above) or bid will be declared non-responsive.**
- 3. Bidder must sign the Bid Schedule (below) or bid will be declared non-responsive.**

BIDDER’S Idaho Public Works License No. _____

Respectfully submitted:

Signature: _____ Address: _____

Title: _____ Date: _____

BID SCHEDULE DEFINITIONS

1. **4" THICK CONCRETE** – Per ISPWC Division 700. Payment by square foot installed of 4” thick concrete. Payment will include all concrete, metal expansion joint, ½” preformed expansion joint material, excavation, compaction, water, clean-up, material removal (demolition of existing concrete), and placement as per plan location and elevation. Payment will include providing and installing 2” of 3/4” leveling course below the concrete.

2. **6" THICK CONCRETE** – Per ISPWC Division 700. Payment by square foot installed of 6” thick concrete. Payment will include all concrete, metal expansion joint, ½” preformed expansion joint material, excavation, compaction, water, clean-up, material removal (demolition of existing concrete), and placement as per plan location and elevation. Payment will include providing and installing 4” of 3/4” leveling course below the concrete.

3. **MISCELLANEOUS CONCRETE** - Per ISPWC Division 700. Payment per cubic yard installed. This item shall be used for bulk concrete items such as retaining walls, concrete steps, handicap ramps, and other concrete work. Payment is to include furnishing and installing of the concrete, formwork, and all other work required for the installation. Demolition and existing material removal is also to be included.

Contractor shall refer too applicable ISPWC Technical Specifications.

All concrete shall be 4,000 psi as specified in ISPWC section 703.

This project is set up as a voluntary L.I.D. Property owners may request work be performed as the contract proceeds, or they may deny work being done prior to the commencement of construction. A list of property owners who have volunteered to have concrete work done has been included in the appendix. The Owner will set a schedule as to where the Contractor is to work. The amount of work to be done throughout the contract is largely dependent on the demand by property owners.

Contractor is herby notified that quantities may substantially change from those shown on the Bid Schedule. Unit prices for bid items will not be adjusted for either an increase or a decrease in contract quantities.

If BIDDER is:

An Individual

By: _____
(Individual’s Name)

Date: _____

(Business Name)

Phone: _____

Address: _____

A Partnership

By: _____
(Firm's Name)

(Business Address)

(General Partner)

(Partner)

Date: _____

Phone: _____

(Partner)

(Partner)

A Corporation

By: _____
(Corporation Name)

State of Inc. _____

By: _____
(Corporate Seal)

Attest: _____

Phone: _____

Address: _____

Title: _____

Date: _____

A Joint Venture

By: _____
(Business)

Name: _____

Address: _____

Phone: _____

By: _____
(Business)

Name: _____

Address: _____

Phone: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.)

BID BOND

PRINCIPAL (Name and Address):

_____ phone # _____

SURETY (Name and Address):

_____ phone # _____

OWNER (Name and Address):

City of Burley
PO Box 1090
1401 Overland Avenue
Burley, Idaho 83318

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto City of Burley as OWNER in the penal sum of _____ dollars, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER’s Contract Documents entitled **L.I.D.-4 Miscellaneous Concrete Project**.

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the “Notice Inviting Bids”, “Instructions to Bidders”, and “Bid Form” enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, and performs in all other respects the agreement created by this bid, then this obligation shall be null and void, otherwise it shall remain in full force and effect. The Surety stipulates and agrees that the obligation of said Surety shall in no way be impaired or affected by an extension of the time within which the OWNER MAY ACCEPT SUCH BID AND Surety further waives notice of any such extension. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Principal and Surety shall pay all costs incurred by said OWNER in such suit, including reasonable attorney’s fees and costs to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 2016

(Principal) (SEAL) _____ (SEAL)
By: _____ (Signature) By: _____ (Signature)

(SEAL AND NOTARY ACKNOWLEDGEMENT OF SURETY)

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PAYMENT BOND

PRINCIPAL (NAME AND ADDRESS):

Phone # _____

SURETY (NAME AND ADDRESS):

Phone # _____

OWNER (NAME AND ADDRESS):

City of Burley
PO Box 1090
1401 Overland Avenue
Burley, ID 83319

KNOW ALL MEN BY THESE PRESENTS,

That _____ as CONTRACTOR, and _____ as Surety, are held and firmly bound unto the City of Burley, Idaho, hereinafter called "OWNER," in the sum of _____ dollars, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that said CONTRACTOR has been awarded and is about to enter into the annexed Agreement with said OWNER to perform the WORK as specified or indicated in the Contract Documents entitled **L.I.D.-4 Miscellaneous Concrete Project**.

NOW THEREFORE, if said CONTRACTOR, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, reasonable attorney's fees to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, than any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

IN WITNESS WHEREOF, we have hereunder set our hands this _____ day of _____, 20_____.

(CONTRACTOR)

(SURETY)

By: _____
(Signature and SEAL)

By: _____
(Signature and SEAL)

(SEAL AND NOTARY ACKNOWLEDGMENT OF SURETY)

PERFORMANCE BOND

PRINCIPAL (NAME AND ADDRESS):

_____ Phone # _____

SURETY (NAME AND ADDRESS):

_____ Phone # _____

OWNER (NAME AND ADDRESS):

City of Burley
PO Box 1090
1401 Overland Avenue
Burley, ID 83319

KNOW ALL MEN BY THESE PRESENTS,

That _____ as CONTRACTOR, a
_____ as Surety, are held and firmly bound unto the City of Burley,
Idaho, hereinafter called "OWNER," in the sum of _____
_____ dollars, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that said CONTRACTOR has been awarded and is about to enter into the annexed Agreement with said OWNER to perform the WORK as specified or indicated in the Contract Documents entitled **L.I.D.-4 Miscellaneous Concrete Project**.

NOW THEREFORE, if said CONTRACTOR shall perform all the requirements of said Contract Documents required to be performed on its part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety hereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

IN WITNESS WHEREOF, we have hereunder set our hands this _____ day of _____, 20_____.

(CONTRACTOR) (SEAL)

(SURETY) (SEAL)

By: _____
(Signature and SEAL)

By: _____
(Signature and SEAL)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OR SURETY)

NOTICE TO PROCEED

Dated this _____ day of _____, 20____.

TO: _____
(Contractor)

ADDRESS: _____

PROJECT: **L.I.D.-4 Miscellaneous Concrete Project**

CONTRACT FOR: Constructing and replacing miscellaneous concrete.

You are notified that the Contract Time under the above contract will commence to run on the ____ day of _____, 20____. By that date, you are to start performing your obligations under the Contract Documents in accordance with Article 3 of the Agreement dated the ____ day of _____, 20____.

Before you may start any Work at the site, you must deliver to the OWNER (with copies to ENGINEER) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

City of Burley
(Owner)

By _____
(Authorized Signature)

Mayor
(Title)

TECHNICAL SPECIFICATIONS

Technical Specifications

Introduction:

This project is set up as a voluntary L.I.D. Property owners may request work be performed as the contract proceeds, or they may deny work to be done prior to the commencement of construction. A list of property owners who have volunteered to have concrete work done has been included in the appendix. The Owner will set a schedule as to where the Contractor is to work. The amount of work to be done throughout the contract is largely dependent on the demand by property owners. The work included in this project consists of replacing/placing sidewalk, stairs, drive approaches, handicap ramps, and retaining walls.

Supplementary Conditions

SECTION 200 **SPECIAL PROVISIONS**

200.01 **EQUIPMENT** All methods employed in performing the work and all equipment, tools, plant and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Engineer before the work is started; and whenever found unsatisfactory, shall be changed and improved as required. All equipment, tools, machinery and plant used must be maintained in satisfactory working condition.

200.02 **DRAINAGE** The contractor shall provide for all drainage, whether from streets or alleys, private property or otherwise, and any damage resulting from stopped or diverted water shall be repaired by the Contractor at the Contractors' expense to the satisfaction of the Engineer.

200.03 **UTILITIES (ABOVE GROUND)** The City will assume the responsibility for getting power poles, telephone poles, fire hydrants and water meters moved within the construction area.

200.04 **UTILITIES (UNDERGROUND)** The Contractor shall call Dig-Line to locate all underground facilities such as waterlines, telephone cables (dips), etc. All utilities will be located prior to the start of work in that area. Any broken or damaged Utility by the contractor shall be replaced or repaired to the satisfaction of the Engineer at the Contractor's expense.

200.05 **CLEANING** It shall be the responsibility of the Contractor to prevent the spilling of gravel or excavated materials, from hauling equipment onto the surface of streets or highways, and if spillage does occur, the contractor shall at once remove these materials where there is inconvenience or hazard to the public. Sweeping and flushing equipment for street cleaning and dust settling shall be furnished by the Contractor during construction. Water for flushing or dust control will be furnished by the City, at no charge, from designated fire hydrants. The cost of flushing and dust control shall be considered incidental to the project. Once work is completed, the workplace shall appear the same or better than it appeared prior to construction.

200.06 **WORK STOPPAGE** When for any reason, the Contractor does not plan to work on the project on a working day, he shall notify the Engineer or the inspector on the preceding day of his intention not to work.

200.07 **REMOVAL FROM SITE** Any concrete removed, including sidewalk, concrete curb and gutter, driveways and crosswalks shall be removed from the construction site immediately after it is disturbed. Piling of concrete on the construction site for future removal will not be permitted, unless permission is given by the Engineer. Removal shall be considered incidental, and no additional monies will be paid for this item.

200.08 **STREET CLOSURES** The Contractor shall notify the Engineer, Police, fire, ambulance, and bus companies no later than 24 hours prior to the day of his intention to close any section of the street to vehicular traffic. The Contractor shall give specific locations of the closure and the approximate time the street will be closed.

200.09 SIGNS The Contractor shall be responsible for maintaining stop signs at all times in their existing location or in a relocated position such that they provide the same traffic controls that existed prior to the construction. All other traffic control signs or street name signs which require relocation shall be removed by the Contractor and placed beside the construction where they will not be damaged. The relocation of the signs will be done by others.

200.10 FAILURE TO COMPLETE WORK ON TIME The Contractor has a maximum of fourteen days from start to finish on each construction area. For each working day greater than fourteen days, on a single piece of property, a sum of \$200 per day shall be deducted from any money due the contractor, not as a penalty but as liquidated damages.

200.11 PROSECUTION OF WORK As this project consists of many small concrete projects in all areas of the City, the Contractor will be expected to diligently pursue the work in progress. When the Contractor begins work on any property, the work on that property will be completed and cleaned-up within 14 working days unless permission is given by the Engineer.

200.15 PEDESTRIAN RAMPS Pedestrian Ramps shall be paid for as 4" concrete.

200.16 SIDEWALKS Sidewalks shall be constructed in accordance with City Specifications and Standard Drawings. Sidewalks will be paid for as 4" concrete.

200.17 BACKFILL All trench backfill in street sections shall be Type "A-1" backfill as specified in Division 300 of I.S.P.W.C. The street section shall include all area between the curbs plus the area 4 feet outside the back of curbs. Type "A-1" Backfill shall be granular pit run approved by the Engineer, 2" road mix or 3/4" road mix. All granular backfill or road mix shall be mechanically compacted in 8" lifts to a minimum of 95% maximum density.

200.18 IRRIGATION Irrigation tile will be the responsibility of the Contractor. Damaged tile and/or boxes shall be replaced or repaired by the Contractor at his expense to the satisfaction of the Engineer.

200.19 MAILBOXES Mailboxes shall be the responsibility of the Contractor. Mailboxes shall be located so that delivery of mail is not interrupted during construction. They shall be located in accordance with the Standard Drawing of Mailbox Location. The cost of relocating mailboxes is incidental, and shall not be paid for separately.

200.20 WORK SCHEDULE At the pre-construction conference, the Contractor shall provide a proposed schedule of work indicating order of work, proposed starting dates and proposed date of completion. The above information shall be given for all major items of construction, i.e. excavation, concrete work, paving, etc.

200.21 SITE RESTORATION AND CLEANUP The Contractor shall, during the work, keep the premises clean and orderly and upon completion of the work, leave the project free of rubbish or excess materials of any kind. The project site, borrow and storage areas shall be properly graded to drain and blend in with abutting property.

200.22 BACKFILL AND CLEANUP It will be the responsibility of the Contractor to leave the construction area in as good or better condition as previous to construction.

200.23 METHOD OF PAYMENT These specifications are to include a completed unit of work. The City intends to pay only for those items included in the Bid Schedule. Miscellaneous costs incurred for providing materials or for performing work other than identified in the bid schedule shall be included in other items of work and shall not be paid for separately. These items shall include but not be limited to;

1. Relocation of mailboxes shall be included in the unit costs of other items of work and shall not be paid for separately.
2. Cleanup shall be included in other items of work and shall not be paid for separately.
3. Relocation of street signs shall be included in other items of work and shall not be paid for separately.
4. Adjustment of water meters and placing of concrete collars shall be included in other items of work and shall not be paid for separately.
5. All excavation shall be included in other items of work and shall not be paid for separately.

200.24 SOURCE OF MATERIAL FOR TOPSOIL Topsoil for use in final clean-up and landscaping shall be provided by the Contractor. There may be some good clean topsoil from the excavation that may be stockpiled and used for clean-up and landscaping. If there is not sufficient material from this source, it will be the Contractor's responsibility to provide topsoil.

200.25 SOIL COVER This item shall consist of removing suitable soil and placing it on the filled areas behind the curb. The final 12" of fill behind the curb, shall be clean, good topsoil with no rocks. This topsoil shall be placed and graded to match the existing ground. Payment for this item shall be figured in other items of work and shall not be paid for separately.

200.26 TRAFFIC CONTROL All traffic control on this project shall conform to the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. The Contractor shall provide and maintain lighted safety devices to identify trenched and other potential hazardous areas. Payment for this item shall be included in other items of work and shall not be paid for separately.

200.27 ADDED QUANTITIES OF WORK This project is an open L.I.D. which will allow property owners to be included at any time during the year. Property owners originally on the list may also decide not to be included. This means that the quantities originally estimated may be increased or decreased. The Contractor is to be aware of this and will give his best effort to complete the additional work.

200.28 SPLITTING OF CONTRACT Due to the large amount of work anticipated in this project, the City maintains the right to split this contract into two parts done by two different Contractors. If this is done, the unit prices of the low bidder will govern the prices paid to the second Contractor.

200.29 BASE GRAVEL All base gravel (3/4" Road Mix) used for all concrete construction shall be furnished by the Contractor. Payment for the excavation, placement and compaction of this item will be paid for in other items of work and not paid for separately.

200.30 EXCAVATION This item shall consist of the excavation to designated elevations. The elevations shall be determined and set by the Engineer. No excavated material will be permitted to be placed back under Sidewalk, Curb and Gutter, or any other concrete item. Excavation shall be considered incidental, and no additional monies will be paid for this item. Excavated material shall become property of the Contractor and shall be removed from the site.

APPENDIX A
Property Owners List

PROPERTY OWNERS LIST

The following list is provided as an example of properties that may be included in this project.

This list may be expanded by voluntary petition. This list may be reduced by voluntary withdrawal of a petition.

This is only an **EXAMPLE** of property locations that may be included in the project.

MISCELLANEOUS CONCRETE PROJECT L.I.D.-4

Miscellaneous Concrete Project LID								
	Owner	full address	Sidewalk	Driveway	Steps	Other	Phone	
1	Mark Peterson	2637 Fairmont Drive	85' x 5'	30' x 12'			670-5976	
2	Paul Ross	819 Fairmont Street	55' x 5'	20' x 19'			801-540-3497	
3	Miranda Rosenauer	422 Parish Court	4' x 5'				360-670-3737	
4	Shirley Pollard	601 20th Street	165' x 5'				678-2624	
5	Eldon Loveless	504 21st Street	31' x 5'				677-3138	
6	Gerald Egan	1950 Burton	50' x 5'	57' x 7'			670-4165	
7	Doug Manning	2213 Conant Dr	48' x 3'				678-8762	
8	Ray Taylor	436 East 13th	57' x 5'				430-6021	430-6020
9	Rowe Esplin	962 East 17th		31' x 17'	4' x 6' x 18"		678-9347	
10	Robin Anderson	322 East Main	53' x 11'				678-0127	
11	Josefna Arredondo	1527 Elba	50' x 5'				678-7435	
12	Billy Crystal	2273 Hansen Drive	130' x 5'	63' x 10'		12' x 10' Patio	878-0792	
13	Susan Nichol	1410 Miller	12' x 3'	12' x 11'			260-0372	
14	Alison Burgess	1550 Miller	62' x 5'				312-3146	
15	Pat Maglaughlin	1358 Normal	106' x 5'			2 handicap City	678-0189	
16	Jenny Koch	1659 Normal	75' x 5'			2 handicap City	431-3197	
17	Dave Francis	1311 Conant	80' x 5'				670-0108	
18	Chris Bitton	2220 Miller Avenue	80' x 5'	30' x 16'			431-5854	
19	Leon Clegg	1658 Yale	60' x 5'				678-1449	300-0075

20	Dena Smith	1958 Schodde		33' x 24'			431-0465	
21	Eddie Petrowski	2031 Shodde Avenue		19' x 42'		6' x 42' side apron	677-3012	
22	Samuel Esposito	1743 Shodde Avenue	56' x 5'	64' x 7'			808-1743	
23	Rock's Cycle	334 E Main	42' x 8' 42' x 12'			1 City Handicap Corner		
24	Floyd Thomas	1326 Oriental	5' x 48'				431-8913	431-8244
25	Cindy Marino	1743 Oakley	5' x 51'				878-8244	
26	Eric Wardle	2669 Southview Place				45' long 24' top 7' bottom wedge shape	431-8449	
27	Penny Shockey	1751 Miller Avenue	128' x 5'	19' x 7'		apron to garage 39'x5'	431-6026	cell 219-0751
28	Jose Luis Gonzales Ruiz	536 West 13th	75' x 5' - 59' x 5'				650-3314	
29	Larry Osterhout	534 West 17th	95' x 5' 117' x 5'	38' x 20'		Including ADA Ramps on corners	670-4973	
30	Margie Staheli	2300 Conant Dri	57' x 5'				678-4558	
31	Brandie Kirkpatrick	1727 Burton Ave	50' x 5'	56' x 9'			312-6746	
32	Leticia Matinez	2101 Albion Avenue	37' 5'	40' x 23'			312-0228	
33	Audrey Cannon	1300 Burton Ave	112' N walk 138' E walk x 5'			Apron 7' x4'	208-312-3010	208-219-3232
34	Chris Gee	1950 Burton	86' x 5' 12' x 3'	41' x 14'			208-678-7496	312-5350
35	LuAnn Broadhead	906 East 18th	20' x 3'	31' L x 12' 10' x 25'	5'x6'		878-5171	
36	Peter Brown	2481 Laurel Drive	43' x 5'				650-0244	
37	Gaynolee Martinez	1535 Oakley Ave	55' x 5' 27' x 3'	12' x 9'			650-8958	
38	Dianna Hill	2221 Oakley Avenue	45' x 5'	74' x 10'			678-1544	
39	Kip Guiles	2301 Overland	104' x 9' 174'			curb & gutter???	312-1604	
40	John Gray	2038 Shodde Ave	60' x 5'	20' x 63'			678-4741	

41	Carmin ruiz	522 West 12th Street	55' x 5'				219-6317	
42	Patricia Davies	2301 Conant Drive	65' x 5'				677-3527	
43	Bill Weeks	2311 Conant Drive		42' X 17'			678-2848	

Additional Concrete Work

- Two Handicap Ramps near Pat Magloughlin
- Two Handicap Ramps near Jenny Koch
- One Handicap Ramp near Rock's Cycle
- One Handicap Ramp near Larry Osterhout