

CITY OF BOISE
PLANNING AND DEVELOPMENT SERVICES,
HOUSING AND COMMUNITY DEVELOPMENT DIVISION
REQUEST FOR FORMAL BID CONSTRUCTION



FB 17-397
Re-Bid: HCD Painting Project

Addenda	
1.	_____
2.	_____
3.	_____
4.	_____

This document can be provided in a format accessible to persons with disabilities and/or persons with limited English proficiency upon request.

The City of Boise prohibits discrimination on the basis of housing, employment, public accommodation, race, color, religion, sex, gender, identity/expression, sexual orientation, ancestry, age or physical disability.

The City of Boise actively encourages any bids by Disadvantaged Business Enterprises, Section 3 Business Concerns and Women and Minority owned firms.



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Re-Bid: HCD Painting Project

July 26, 2017

The City of Boise, Idaho, invites you to submit a sealed Bid/Proposal for:

FB 17-397 Re-Bid: HCD Painting Project

Bids/Proposals will be prepared per the specifications detailed within the Request for Bid/Proposal document. Bid/Proposal packets are available at no charge with registration through DemandStar (link provided on City Website). www.cityofboise.org or a CD copy can be picked up at the Purchasing Office of the City of Boise, 150 North Capitol Blvd., Boise, Idaho.

The scope of work the item being sought to purchase is:

Exterior painting of five (5) separate/individual buildings located at 1025 South Capitol Boulevard, 1020 South Lusk Street, and 1028 South Lusk Street.

The City of Boise reserves the right to reject any and all proposals, to waive any irregularities in the proposals received and to accept the proposal(s) that are in the best interest of the City. Boise City is an Equal Opportunity Employer. The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates.

A **Bid Security** in the form of a bid bond, certified check, cashier's check or cash in the amount of 5% of the amount of the bid is required.

Please note ACHD requirements for construction projects which include road-work, section 3.1.13

A **MANDATORY Pre-Bid Meeting** will be held on August 10, 2017 at 10:00am at the front entrance of 1025 S Capitol Blvd, Boise, Idaho 83706.

IMPORTANT DATES:	DATE/TIME
Mandatory Pre-Bid Meeting	August 10, 2017 at 10:00am, Local Time
"Equal or Equivalent " Requests Due	August 11, 2017 at Noon, Local Time
Questions & Clarification Due	August 11, 2017 at Noon, Local Time
Bids/Proposals Due	August 16, 2017 at 11:30am, Local Time

Bids/Proposals will be received at the Department of Finance and Administration, Purchasing Office located at 150 N. Capitol Blvd., Boise, Idaho, 83702.

The City appreciates your interest in meeting the needs of the citizens of Boise.

City of Boise, Idaho

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1.0 BID/PROPOSAL INSTRUCTIONS AND INFORMATION

BID/PROPOSAL INSTRUCTIONS AND INFORMATION

- The submission package or envelope **SHOULD BE SEALED** and **PLAINLY MARKED** with the following:

**Boise City Purchasing Office
150 N Capitol Blvd
Boise, ID 83702
FB 17-397 Re-Bid: HCD Painting Project**

- **Submit Bids/Proposals to the Boise City Purchasing Office, 150 North Capitol Blvd., Boise, Idaho 83702.**

OR

- **E-Bids:** Electronic Bids/Proposals submitted through DemandStar will also be accepted for this project. Bids/Proposals must be signed and submitted in same required format. Submit one (1) electronic copy if using E-Bidding. After uploading your bid/proposal, Bidders are encouraged to verify the successful upload of the document.
- **Sign your electronic bid/proposal. Bids/Proposals without written signature will not be accepted.**
- All E-Bids must be submitted before the scheduled bid/proposal opening. In the event of a technology failure, the City reserves the right to accept all bids/proposals submitted and electronically time stamped prior to bid/proposal opening. The City will require bid/proposal receipt document to be on file as proof of timely submission. Bidders are encouraged to confirm the successful upload of their bid/proposal document. The City will not accept bids/proposals after the scheduled time for opening.
- The Owner is the City of Boise.
- **ALL BIDS/PROPOSALS MUST BE SIGNED.**
- If a "Bid Schedule" is present, the Schedule should be completely filled in by the Bidder and included in their Bid/Proposal. Where Bid/Proposal formats are requested, Bidder is to comply with all specifications.
- Additional sheets may be included if more room is needed for technical information, answers, and explanations.

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2.0 GENERAL CONDITIONS

These General Conditions are presented for clarification of the Terms and Conditions included with the Contract Agreement and are not intended to replace or take precedence over those Terms and Conditions.

2.1 Intent of Bid/Proposal

It is the intent of this request for Bids/Proposals to define requirements in sufficient detail to secure comparable Bids/Proposals. Bids/Proposals shall be in accordance with Bid/Proposal document requirements. Bids/Proposals not conforming to the requested format or not in compliance with the specifications will be considered non-responsive.

2.2 Bid/Proposal Costs

The Bidder will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this bid/proposal. All materials and documents submitted in response to this bid/proposal become the property of the City and will not be returned.

2.3 Reserved Rights

The City of Boise reserves the right to accept or reject Bids/Proposal.

2.4 Public Records

The Idaho Public Records Act, Title 74, Chapter 1, Idaho Code, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. All, or most, of the information contained in your Bid or Proposal will be a public record subject to disclosure under the Public Records Act and will be available for inspection and copying by any person. The Public Records Act contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If you consider any element of your Bid or Proposal to be a trade secret, or otherwise protected from disclosure, you **must**:

- a. **Indicate by marking each page of the pertinent document confidential; and,**
- b. **Include the specific basis for your position that it be treated as exempt from disclosure.**

Prices quoted in your Bid or Proposal are not a trade secret.

The following is not acceptable or in accordance with the Public Records Act and **will not be honored**:

- a. **Marking your entire Bid or Proposal as exempt; or,**
- b. **Placing a statement or legend on one (1) page stating that all or substantially all of the response is exempt.**

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The City, to the extent allowed by law and in accordance with these Instructions, will honor a designation of nondisclosure. If you claim material to be exempt from disclosure under the Idaho Public Records Act, the Bidder/Proposer will expressly agree to defend, indemnify and hold harmless the City from any claim or suit arising from the City's refusal to disclose any such material. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel – **Prior to submission.**

2.5 Taxes

The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by the City. Items purchased by the City and used by a contractor are subject to Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's Bid/Proposal pricing.

2.6 Request for Clarification, Protest of Bid/Proposal Requirements, Standards, Specs, or Process

Any Bidder who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this Request for Bid/Proposal may submit a written notification to the Purchasing Office to be received no later than:

Item	Due
Questions and Clarifications due:	August 11, 2017 at Noon, Local Time
Bid/Proposal Specification Protest request to be submitted no later than three (3) working days prior to bid/proposal opening date	Request that protest be submitted no later than three (3) working days prior to bid/proposal opening date, noon local Time

The notification will state the exact nature of the clarification, protest, describing the location of the protested portion or clause in the Bid/Proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The Purchasing Office may deny the protest, modify the Bid/Proposal, and/or reject all or part of the protest. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on the City or the Bidder.

Written requests are to be directed to:

Megan Harvey
 City of Boise Purchasing
 150 N. Capitol Blvd
 Boise ID 83702
 Fax: 208-384-3995
 mharvey@cityofboise.org

2.7 Addenda

If specifications are modified by the Purchasing Office, the modifications will be sent to each plan-holder in writing through DemandStar, by either fax or e-mail. Verbal modifications are not binding on the City or the Bidder. No oral changes will be considered or acknowledged. Bidders are requested to acknowledge each addendum received in their Bid/Proposal Response.

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2.8 Modification and Withdrawal of Bid/Proposal

A Bid/Proposal may be modified or withdrawn by the Bidder prior to the set date and time for the opening of Bids/Proposals. Bids/Proposals may not be modified or withdrawn after the bid/proposal opening.

2.9 Bid/Proposal and Price Guarantee

It is desired that the submitted Bid/Proposal remain in effect for a minimum of 90 days, along with all Bid/Proposal pricing. If this is not accepted, Bidder is to so indicate.

2.10 Disadvantaged Business Enterprises (D.B.E.)

D.B.E. firms and business enterprises are encouraged to submit a Bid/Proposal. Women owned and minority owned firms are encouraged to submit a Bid/Proposal. The City actively encourages any Bids/Proposals by D.B.E. firms for goods and services for the City.

2.11 Section 3 Compliance

Provision of training, employment and business opportunities for:

Contracts and subcontracts in excess of \$100,000, work to be performed is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure opportunities for training and employment arising in connection with this project be extended to low income residents in the area. Further the contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area in the award of contracts and purchase of services and supplies. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause.

Section 3 Clause and Sample Utilization Plan attached (Attachment #1).

2.12 Evaluation of Bidder

Award will be whichever is determined to be in the best interest of the City. The award may be on the lowest cost to the City.

2.13 Award Criteria

Criteria will include pricing for options that best suit the needs of Boise and compliance with the specifications.

2.14 Lowest Responsive Bidder

All contracts or award of bids/proposals shall be awarded to the lowest responsive Bidder, with all costs to the City considered, provided that the City Council may award contracts to the Bidder or offeror it determines appropriate.

2.15 Idaho's Reciprocal Preference Law

To the extent permitted by federal law, reciprocal preference applies to any purchase of materials, supplies, services or equipment that is competitively bid. See Idaho Code § 67-2349.

Reciprocal Preference Information:

http://www.oregon.gov/DAS/EGS/ps/Pages/detail_a_main_page.aspx

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2.16 Protest of Contractor Selection or Contract Award

A participating bidder may object to the contract award by responding in writing to the City's notice of intent to award the contract within seven (7) calendar days after transmittal of the Notice of Intent to Award letter. The responsive protest must set forth in specific terms the alleged reason the contract award is erroneous. The protest may not be based upon the specifications, any objection to specifications attempted to be pursued through an award protest is untimely and will not be considered.

The right to protest specifications is provided for in section 2.6. The protest must be submitted in writing. Any protest addressed to the Mayor or City Council will be referred to the City Purchasing Agent.

- Only persons who submitted a bid/proposal are allowed to protest the award.
- Protest must be in writing and received within seven (7) days of Intent to Award Letter posting.
- Purchasing will address the protest with input from Project Manager if necessary.
- After receipt of protest response bidder has three (3) working days (Monday – Friday) to protest to the City Council by submitting a protest of the decision to the City Clerk. City Clerk will then schedule the bidder for Council.
- If Federal grant funds are involved and the protestor is not satisfied with the way that the City has resolved the protest, the protestor may have the option to appeal to the City Council and then the Federal Grant Provider.
- Award protests are only allowed on formal level Bid/RFP's. There is no protest period for the semiformal or informal Bid/RFP process. Written protests are to be directed to: cmillar@cityofboise.org

2.17 Payments and Billings

The Awarded Bidder will submit all invoices to:

City of Boise, Planning and Development Services,
Housing and Community Development Division
PO Box 500
Boise, ID 83701-0500
Attn: Gary Campbell

Payments are processed weekly. The awarded Bidder can expect issue and mail of payment within 45 days after receipt of invoice.

2.18 Stop Work Order

Any "Stop Work Order" given to Awarded Bidder will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Bidder and/or his assigns.

2.19 Delivery:

All costs must include permits and delivery charges.

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2.20 Inspection/Acceptance and Final Payment:

Upon receipt of notice that the work is ready for final acceptance and inspection, the Owner's representative will make such inspection and when he finds the work acceptable and the contract fully performed he will have the Contractor issue a final payment request.

The Owner may withhold, or in account of subsequently discovered evidence, nullify the whole or part of any certificate of payment to such extent as may be necessary to protect them from loss of account of:

- Defective work not remedied;
- Claims filed or reasonable evidence indication public filing or claims by other parties against the Contractor;
- Failure of the Contractor to make payments properly to all subcontractors or for material or labor;
- Damage to another Contractor;
- Waivers from subcontractors and material suppliers must be supplied to the Owner.

When the above grounds are removed or the Contractor provides a surety bond satisfactory to the Owner which will protect the Owner in the amount withheld, payment will be made for amounts withheld because of them.

2.21 Guarantee

The contractor performing any part of the work and any subcontractors under the contract shall guarantee their respective work, and all workmanship performed, materials and equipment furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the drawings, specifications, and other contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the contract shall be fulfilled. This guarantee shall be for a period of two (2) years from and after the date of completion and acceptance of the work as stated in the final estimate. The Contractor shall repair, correct or replace as required, promptly and without charge, all work, equipment and materials, or parts thereof, which fail to meet the above guarantee or which in any way fail to comply with or fail to be in strict accordance with the terms and provisions and requirements of the contract during such one-year period, and also shall repair, correct or replace all damage to the work resulting from such failure.

The City of Boise reserves the right to reject any and all Bids/Proposals, to waive any irregularities in the Bids/Proposals received, to award on an "each item" basis (however, the Bidder may indicate "all or none"), and to accept the Bid/Proposal deemed most advantageous to the best interest of the of Boise.

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3.0 GENERAL CONDITIONS FOR CONSTRUCTION

3.1 Definitions

3.1.1 Communications

The contractor shall direct all communications regarding the work to the owner.

3.1.2 Contract Documents

The "contract documents" should consist of the construction contract, conditions of the contract, drawings (if required) and specifications defining the scope of work. These should be issued prior to signing the construction contract.

3.1.3 Contractor

The "Contractor" is the person or organization identified as such in the construction contract. The term "contractor" means that person or his authorized representative.

3.1.4 Contractor's Familiarity with Site and Work

By executing the construction contract, the contractor acknowledges that he has visited the site, has familiarized himself with the local conditions under which the work is to be performed, and understands the scope of work as defined in the contract documents.

3.1.5 Contractor's Responsibility

The contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the work. Unless specifically noted otherwise, the contractor shall provide and pay for all labor, materials, equipment, tools, construction machinery and transportation necessary for proper execution and completion of the work.

3.1.6 Delays

The contractor shall inform the owner of any delays, and causes of such, that affect the completion of the work.

3.1.7 Electrical Power and Water

The contractor shall furnish adequate electrical power and water at the construction site for the performance of the work. The contractor shall furnish, install, maintain and remove any temporary wiring or piping that may be additionally required

3.1.8 Errors in the Contract Documents

The contractor shall not be held liable to the owner for errors, inconsistencies or omissions in the contract documents. Corrective Work: The contractor shall not be held liable to the owner for errors, inconsistencies or omissions in the contract documents.

3.1.9 Execution

The construction contract should be signed and dated by both owner and contractor.

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3.1.10 Layout of Work

The work shall be laid out to true lines and grades in full accord with the drawings. Surveying of lines and grades, from base line and benchmark established by the owner at the construction site and staking thereof, shall be accomplished by the contractor. Monuments shall be substantially established, protected and maintained in place by the contractor for the duration of the contract or until such time as their removal must be authorized by the owner or his representative.

3.1.11 Owner

The "owner" is the person or organization identified as such in the contract documents. The term "owner" means that person or his authorized representative.

3.1.12 Payment Terms and Insurance

The contract documents should set forth requirements for payments and insurance.

3.1.13 Permits and Taxes

Unless otherwise provided, the contractor shall obtain and pay for all construction permits, fees, licenses, etc., as may be required by law. The contractor's contract sum shall include such federal state and local taxes as may be applicable to the performance of the contract.

Contractor shall be responsible for coordinating with the City of Boise to obtain appropriate ACHD permits and will reimburse the city for fees, fines, or penalties the city incurs due to Contractor's violation of any ACHD policy. City shall certify to ACHD that Contractor is authorized to obtain a Temporary Highway and Right-of-Way Use Permit from ACHD on City's behalf. The parties acknowledge and agree that the scope of the agency granted by such certification is limited to and conterminous with, the term and scope of the Agreement.

3.1.14 Premises

The contractor shall at all times keep the premises clean and free of accumulated waste materials and rubbish caused by the operations. At the completion of the job, the contractor shall restore all areas damaged in the course of the work, unless the Contract Documents specify differently.

3.1.15 Project

The "project" is that total construction defined in the contract documents of which the work may be the whole

3.1.16 Protection of the Public

The contractor shall erect and maintain barricades, canopies, guard, lights, and warning signs to the extent required by law or reasonably necessary for protection of the public.

3.1.17 Review of Contract Documents

The contractor shall carefully review the contract documents and shall promptly report any errors, inconsistencies or omissions the contractor may discover.

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3.1.18 Schedule

Upon Project Manager's request, the contractor shall submit a schedule indicating the intended starting date of the work, the different phases and timetable, and the intended date of completion.

3.1.19 Scope of Work

The term "scope of work" includes all labor, materials, equipment and transportation to complete the work as defined in the contract documents.

3.1.20 Supervision and Direction

The contractor shall be responsible for the supervision and direction of the work. The contractor shall direct his authorized staff and/or subcontractors as deemed necessary and consistent with good construction practices.

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4.0 WORK CONDITIONS

4.1 Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor will provide and pay for all materials, labor, water, dust control, tools, equipment, light, power, transportation and other facilities. The Contractor is responsible for the security of all materials, appliances and employees necessary for the execution and completion of the work. All materials will be of good quality. The Contractor will if required, furnish satisfactory evidence as to the kind and quality of materials.

4.2 Superintendence

The Contractor will assign to the project work during its progress, a competent project manager, representative of his authority, and any necessary assistance, all satisfactory to the Owner's representative.

If the Contractor and/or Contractor's project manager and employees, in the course of the work, finds any discrepancy between the plans and the physical conditions of the locality, or any errors or omissions in plans or the layout as given by survey points and instructions, Contractor will immediately inform the Owner's representative, in writing, and the Owner's representative will promptly verify the same. Any work done after such discovery, until authorized by the Owner's representative, will be done at the Contractor's risk.

4.3 Changes in Work

The Owner, without invalidating the Contract, may order additions to or deductions from the work; the contract sum adjusted accordingly. Any claim for extension of time caused thereby will be adjusted at the time of ordering such change. In giving instruction, the Owner will have authority to make minor changes in the work not involving extra costs, and not inconsistent with the purpose of the work. The City will further have authority to issue written change orders. Except in an emergency endangering life and property, no extra work or change will be made unless in pursuant of a written order and no claim for an addition to the contract sum will be valid unless the additional work was ordered. The Contractor will proceed with the work as changed and the value of any such work or change will be determined as provided for in the Agreement.

4.4 Extension of Time

All delays in the prosecution of the work are at the risk of the Contractor, but any delay caused by an act of the Owner will entitle the Contractor to a reasonable extension of time within which to complete the Contract. The extension will be determined by the Boise Planning and Development Services, Housing and Community Development Division. Designee or his duly assigned representative, whose decision will be final.

The Contractor will notify the Owner's representative within two days of any occurrence which in the Contractor's opinion entitles them to an extension of time for completion. Such notice will be in writing. The Owner's representative will acknowledge in writing receipt of any such claim by the Contractor within 2 days of its receipt.

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4.5 Contractor Delays and Liquidated Damages

Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the Owner. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the work the Contractor will pay to the Owner, or have withheld from monies due, the sum of \$100, unless otherwise provided under "Special Provisions" if present.

Execution of the Contract under these specifications will constitute agreement by the Owner and Contractor that \$100 per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, and that such sum is liquidated damages and will not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

It is further agreed that in case the work called for under the Contract is not finished and completed in all parts and requirements within the number of calendar days specified, the Boise Planning and Development Services, Housing and Community Development Division representative will have the right to increase the number of calendar days or not, as Boise Planning and Development Services, Housing and Community Development Division representative may deem best to serve the interest of the Owner, and if Boise Planning and Development Services, Housing and Community Development Division representative decides to increase the said number of working days, Boise Planning and Development Services, Housing and Community Development Division representative will further have the right to charge to the Contractor, and to deduct from the final payment for the work, all or any part, as Boise Planning and Development Services, Housing and Community Development Division representative may deem proper, of the actual cost of design, engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that cost of final surveys and preparation of final estimate will not be included in such charges.

The Contractor will be granted an extension of time and will not be assessed for liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time agreed for the completion of the project as a result of epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargoes, provided that the Contractor will notify the Boise Planning and Development Services, Housing and Community Development Division Representative in writing of the causes of delay within five (5) days from the beginning of any such delay. The Boise Planning and Development Services, Housing and Community Development Division Project Manager will ascertain the facts and the extent of the delay, and his findings thereon will be final and conclusive.

No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Boise Planning and Development Services, Housing and Community Development Division Project Manager documentary proof that Contractor has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work and further proof in the form of supplementary progress schedules, that the inability to obtain such materials when originally planned, did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the Contractor's operations.

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4.6 Payments withheld prior to Final Acceptance of Work

The Owner may withhold, or in account of subsequently discovered evidence, nullify the whole or part of any certificate of payment to such extent as may be necessary to protect them from loss of account of:

- Defective work not remedied;
- Claims filed or reasonable evidence indication public filing or claims by other parties against the Contractor;
- Failure of the Contractor to make payments properly to all subcontractors or for material or labor;
- Damage to another Contractor;
- Waivers from subcontractors and material suppliers must be supplied to the Owner.

When the above grounds are removed or the Contractor provides a surety bond satisfactory to the Owner which will protect the Owner in the amount withheld, payment will be made for amounts withheld because of them.

4.7 Protection of Existing Utilities

The Contractor will be furnished such drawings as the City has available and the Contractor will be obligated directly to the City and/or any utility company for any damage or interruption of service. It will be repaired or restored promptly by the involved utility and at the expense of the Contractor.

4.8 Assignment

The Contractor will not assign the Contract or sublet it as a whole or in part without the written consent of the Owner, nor will the Contractor assign any moneys due or to become due to them hereunder, without the previous written consent of the Owner. Assigning or subletting the Contract will not relieve the Contractor of his surety from any contract obligation.

4.9 Public Works Contractor's License Requirement ID Code 67-2310 and 54-1902

The Contractor will, upon the space provided in the bid/proposal provide the names and addresses, and the Idaho Public Works Contractor's license number of each subcontractor that the Contractor will utilize for the construction, alteration or repair of the public works here involved, as required by the provisions of Sections 67-2310 & 54-1902, Idaho Code. Failure to name subcontractor for plumbing, heating, air-conditioning and electrical as required by said Section 67-2310 will render any bid/proposal submitted by a general Contractor unresponsive and void.

In addition, a State Public Works License is required prior to the bid/proposal opening for all City Construction Contracts for amounts over \$10,000.00, unless federally funded. Both Contractors and Subcontractors must have the appropriate Public Works License for the particular type of construction work involved as specified in State Code Section 54-1902. The prime contractor must perform at least 20% of the work under any City contract unless otherwise agreed to by the City. All provisions of the relevant State Code must be met in the project. On federally funded projects a State Public Works license is required by time of bid/proposal award and execution of any such contract.

The Contractor agrees that Contractor is as fully responsible to the City for the act and omissions of his subcontractors and of persons either directly or indirectly employed by them as contractor is for the acts and omissions of persons directly employed by them. Nothing contained in the contractual documents will create any contractual relation between the subcontractor and the City.

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4.10 Bonds

The Contractor will furnish bonds acceptable to the City, within 7 days after date of award, for a sum equal to 100% of the amount of the contract for a Performance, and Labor and Material Bonds. Such bonds are to be conditioned on the faithful performance of the work required by these specifications. These bonds will be from the same surety.

4.11 Default, Termination and Forfeiture

If the Owner is compelled to incur any expenses including reasonable attorney's fees in instituting and prosecuting any action or proceeding by reason of any default of Contractor hereunder, the sum or sums so paid by Owner with all interest, costs and damages will be deemed to be additional costs hereunder and will be due from Contractor to Owner on the first day of the month following the incurring of such respective expenses. This provision will be deemed to be a separate contract between the Owner and the Contractor and will survive any default, termination or forfeiture of this Contract.

4.12 Compliance with City Codes

The Contractor agrees to comply with all specifications, the Boise City Code and Ordinances, and statutes of the State of Idaho relating to such work and construction. In case of a dispute arising hereunder, the Boise City Code will govern.

In addition, each Contractor will certify complete compliance with all Idaho statutes with specific reference to the Public Works Contractors State License Law, Title 54, Chapter 19, Idaho Code, as amended, in connection with all work pertaining to all claims for payment under the terms of this contract.

Notice of Amendment of Public Works Contractors License Act Title 54, Chapter 19, Idaho Code, as Amended

The 37th Session of the Idaho Legislature passed and the Governor signed into law, effective March 27, 1963, House Bill 283 as amended, which amends Title 54, Chapter 19, Idaho Code, by adding a new section to the Public Works Contractors License Act, which reads as follows:

54-1904A - Within 30 days after any public works Contractor who is required to be licensed pursuant to this chapter has been awarded a contract for construction to be performed with the State of Idaho involving the expenditure of any public moneys, the contract awarding agency will file with the tax collector a signed statement showing the date on which such contract was made or awarded, the names and addresses of home offices of the contracting parties, including all subcontractors, the state of incorporation if the party is a corporation, the project number and a general description of the type and location of the work to be performed, the amount of the prime contract and all subcontracts, and all other relevant information which may be required on forms which may be prescribed by the tax collector.

Every Contractor and subcontractor whose name appears on any such notice will be required to file income tax returns with the State Tax Collector and to pay all income taxes which may be due thereon pursuant to law of all years in which any public moneys were received by them in connection with any construction work which was performed within the State of Idaho. A failure to pay any income taxes which may be due thereon, in addition to all other penalties therefore as provided by law, will constitute grounds for suspension or revocation of license as in this act provided.

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4.13 Idaho Labor Preference:

This project is subject to the provisions of the Idaho Code 44-1001 and 44-1002, requiring the employment of ninety-five percent (95%) bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents.

4.14 Preference for Idaho Domiciled Public Works Contractors:

Idaho Code 67-2348 requires the City to apply a preference in determining which contractor for public works submitted the lowest responsive 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 City must apply the preference law (percentage amount) of that domiciliary state to the Contractor's bid.

4.15 Payments under City Contract

Compensation for City projects is paid by City warrants against budgeted funds and issued in accordance with the contract documents. City will withhold 5% retainage from each pay application until Final Acceptance. Payment will be made within 35 calendar days of City approval of pay application.

4.16 Inspection of Site

Each Bidder should visit the site of the proposed work and fully acquaint themselves with the existing conditions there relating to the construction and labor and should fully inform themselves as to the facilities involved, the difficulties and the restrictions attending the performance of the Contract. The City will be justified in rejecting any claim based on facts regarding which should have been on notice as a result thereof.

4.17 Asbestos

When asbestos is discovered in any project, it shall be handled and disposed of in a manner conforming to the requirements of all local, state or federal agencies. Contractor shall comply with all federal, state, and local hauling and disposal regulations. In addition to the requirements of the General Conditions, Contractor's safety requirements shall conform to ANSI A10.6. Contractor shall provide City with a copy of the Waste Shipment Record after proper disposal of asbestos material. Disposal procedures, waste shipping record and landfill receiving forms are available from the City upon request.

4.18 Lead-Based Paint (LBP)

U.S. Department of Housing and Urban Development (HUD) Lead-Safe Housing Rule (LSHR) and U.S. Environmental Protection Agency (EPA) Renovation, Repair and Painting (RRP) rules apply (as applicable) to all pre-1978 residential housing and child occupied facilities, owned and/or operated by Boise City Housing and Community Development (HCD).

4.19 Termination by the Owner

If the Contractor is adjudged as bankrupt, or if makes a general assignment for the benefit of this insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, labor, or persistently disregards laws, ordinances, or the instructions of the Owner's representative and the Owner, or otherwise be in substantial violation of any provision of the Contract, then the Owner may without prejudice to any right or remedy and after giving the Contractor and his Surety 7 days written notice, terminate the employment of the Contractor and take possession of the site and all materials, provided for the completion of the project, and may finish the work by whatever method he may deem expedient.

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In such cases the Contractor will not be entitled to receive any further payment until work is finished. If the unpaid balance of the contract price will exceed the expense of finishing the work, including compensation for additional administrative services, such excess will be paid to the Contractor. If such expense will exceed such unpaid balance, the Contractor and/or his surety will pay the difference to the Owner.

4.20 Waiver of Liens

It is agreed that no lien will be at any time be filed against the premises upon which the work is performed, or any part thereof, by Contractor or any of his subcontractors or other person employed by or furnishing labor, services, equipment or materials to Contractor or any of his subcontractors for, in or about the performance of the work. This clause will be inserted in all of the Contractor's or any of his subcontractor's purchase orders and material agreements.

4.21 Indemnification and Insurance

The Contractor will provide (from insurance companies acceptable to the City) the insurance coverage designated hereinafter and pay all costs. The Idaho Tort Claims Act sets a limit of \$500,000 as a minimum requirement for liability coverage.

Any insurance policy, or certificate of insurance, will name the City as a named insured where appropriate, and such insurance policy or certificate of insurance will be kept and maintained in full force and effect at all times during the term or life of this contract. The insurance policy or certificate of insurance must be filed with Purchasing prior to commencing work under this contract and no insurer will cancel the policy or policies or certificate of insurance without first giving 30 days written notice thereof to Contractor and City, but the Contractor may, at any time, substitute a policy or policies or certificate of insurance of a qualified insurance company or companies of equal coverage for the policy or policies or certificate then on file with the Department.

The Contractor will indemnify and save and hold harmless the City of Boise from and for any losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by the Contractor, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of the City of Boise or its employees. In addition, the Contractor will maintain, and specifically agrees that it will maintain, throughout the term of the Agreement, liability insurance in which the City of Boise will be named insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance will not be deemed a limitation of the covenants to indemnify and save and hold harmless the City of Boise and if the City of Boise becomes liable for an amount in excess of the insurance limits, herein provided, the Contractor covenants and agrees to indemnify and save and hold harmless the City of Boise from and for all such losses, claims, actions, or judgments for damages or liability to person or property.

The Contractor will provide the City of Boise with a Certificate of Insurance or other proof of insurance evidencing the Contractor's compliance with the requirements of this paragraph and file such proof of insurance with the City of Boise, Idaho. In the event the insurance minimums of the Idaho Tort Claims Act are changed, the Contractor will immediately submit proof of compliance with the changed limits.

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4.22 Workers' Compensation Insurance

Worker's Compensation Insurance, as listed by the Idaho Industrial Commission, must be valid in Idaho for the entire length of the project contracted by the City of Boise or supplier accepts full responsibility for all related tax penalties. The Contractor will have and maintain during the life of this contract, the statutory Workers' Compensation, regardless of any number of employees or lack thereof, for all those including themselves to be engaged in work on the project under this contract, and, in case any such work is sublet, the Contractor will require the subcontractor to provide Workers' Compensation Insurance for themselves and any/all the latter's employees to be engaged in such work. Proof of insurance must be provided to Owner prior to the start of work.

Re-Bid: HCD Painting Project

5.0 PROJECT INFORMATION AND SPECIFICATIONS

Buildings: 1025 S Capitol Blvd.- Main Structure, 1025 S Capitol Blvd.- Apartments, 1025 S Capitol Blvd.- Wing, 1020 Lusk St. and 1028 S Lusk St.

Furnish all labor, materials and equipment required to, prepare for, prime and paint all exterior surfaces of the five (5) buildings specified above. Painted surfaces to include all exterior sidewalls, soffit and fascia areas, window and door trim, doors, metal stairs, railings and all associated trim.

The proposed prep work to include but not be limited to, scraping of all loose and/or peeling paint, re-securing of loose trim and/or siding components, setting of loose nails and caulking as required. All exterior surfaces to be primed with a peel-stop type primer prior to painting, and be coated with a minimum two (2) coats of exterior grade latex, apply additional coats when undercoats, stains or other conditions show through final paint coat, until paint film is of uniform finish, color and appearance.

All prep work, priming and application of the final paint coat, associated to the metal sidewall panels and/or metal trim at the 1025 S Capitol (Main Structure) to be included as part of this bid.

Paint and/or primer used at the proposed metal sidewall and/or trim locations to be appropriate for exterior use and/or metal application.

Please Note: Environmental Protection Agency (EPA) Renovation Repair and Painting (RRP) and U.S. Department of Housing and Community Development (HUD) Lead Safe Housing Rule (LSHR) requirements, rules and/or regulations will apply (as applicable) to this project.

- Paint to be a low VOC (Sherwin Williams) or approved equal, exterior grade latex.
- Color selection and paint scheme to be selected by Owner, and will be provided at time of pre-bid conference.
- Pressure washing of exterior surfaces is prohibited.
- Due to weather conditions or safety concerns, both the City of Boise and the awarded contractor will determine the best time and date to start and complete the project.

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6.0 PROJECT SPECIAL INSTRUCTIONS

Contractor shall comply with all Supplementary Contract Conditions.

U.S. Environmental Protection Agency (EPA) Renovation, Repair and Painting (RRP) firm certification will be required at time of bid submittal. Any/All work associated to the proposed roof repairs and/or replacement, that disturbs a painted surface, will be performed by an EPA certified renovators, that works for a certified firm.

Contractor shall submit, at time of bid proposal, a detailed site specific occupant/worker protection plan, with detailed information regarding the utilization of LBP Safe Work Practice Procedures, and how the proposed work will be completed, with as little disruption to occupants as possible.

Please Note: Units will be occupied at the time, work is performed.

Federal Funding is involved.

Public works contractor's license will be required at time of contract signing, not bid submittal.

Davis Bacon, wage rates, payroll reporting requirements and all associated related acts requirements will be required as applicable to this project.

- Davis Bacon **(Residential)** Wage Rates will apply to all work performed on the 1025 S Capitol Apartments and Wing Buildings, 1020 and 1028 S Lusk.
- Davis Bacon **(Building/Commercial)** Wage Rates will apply to all work performed on the 1025 S Capitol, Main Structure.

LBP information attached (Attachment #2).

Supplementary Contract Conditions attached (Attachment #3).

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Equal or Equivalent Requests

These specifications are given as guidelines. Vendors are encouraged to propose equals or equivalents that meet or exceed the quality, performance and use of the brand, model or specification in this Bid. It is not the intention of the specifications to restrict the competitive bid process, nor to direct the Bidder to a specific make, model, or brand, unless there is a specific requirement by the City, in which case, that will be so stated within this Bid.

The City of Boise reserves the right to contact the Bidder for a clarification of any deviation from the specifications. Failure to submit an Equal or Equivalent Request Form for an apparent deviation from a specification may lead to the rejection of the entire bid by the City.

The burden of proof is on the requestor; make sure that you supply complete information for the City to evaluate your request. The determination of what is an acceptable equal or equivalent rests entirely with Boise City. Please include marketing brochures of the proposed equals or equivalents.

Equal or equivalent requests may be received prior to the bid opening:

It is highly recommended that the Bidder submit the Equal or Equivalent Request Form prior to the time and date set for the bid opening. Forms submitted prior to the bid opening must be received in the Purchasing office **no later than** August 11, 2017 at Noon, Local Time.

The City will review the request and respond to the Bidder prior to bid opening regarding its acceptance or rejection of the equal or equivalent request.

Equal or equivalent requests received with the bid or proposal:

The City will review the equal or equivalent request of the apparent low Bidder and respond to the Bidder regarding its acceptance or rejection of the request.

If the equal or equivalent request is included with the bid, the Bidder assumes the risk of the request being unacceptable to the City, at which point the bid will be rejected and deemed non-responsive.

Equal or equivalent request forms will not be accepted after the time and date set forth for the opening of this bid.

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EQUAL OR EQUIVALENT REQUEST FORM

TO: Boise City, Purchasing, 150 N Capitol Boulevard, Boise, ID 83702

PROJECT: **FB 17-397 Re-Bid: HCD Painting Project**. We hereby submit for your consideration the following product instead of the specified item for the above project:

Specification#	Proposed Equal or Equivalent Product

Attach complete technical data, including laboratory tests (if applicable).

Differences between Equal or Equivalent requested and specified item:

What effect does Equal or Equivalent requested have on the use of the product?

Bidder guarantees that proposed and specified items are (check one):

Same

Different (explain on attachment)

The undersigned certifies that the quality, performance or use of the proposed Equal or Equivalent products meet or exceed the brand or model of the specified product.

Company: _____
 Address (City, State, Zip) _____
 Phone: _____
 E-Mail _____
 Submitted by: _____ (Please Print)
 Signature: _____

.....**City of Boise to complete:**.....

Accepted	<input type="checkbox"/>	
Not Accepted	<input type="checkbox"/>	
Accepted as noted	<input type="checkbox"/>	
Received too late	<input type="checkbox"/>	By: _____

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Return in Sealed Envelope

BID PROPOSAL SIGNATURE PAGE

Name of Business	
	Please print or type
Address	
City, State, Zip Code	
Phone#	
E-Mail Address	
Signature	X
Printed Name	
Title	
Date	
*Idaho Public Works Contractor's License Number	

***Due to Federal Funding, the Idaho Public Works License is not required at time of bid, but will be required at time of contract signing.**

Request for Section 3 Bid preference:

Yes No

The Section 3 bid preference will only be awarded to qualified Section 3 Business Concerns, that have requested the bid preference, provided proof of Section 3 self-certification, and submitted a project specific Section 3 utilization plan (at minimum) five (5) days prior to bid opening.

Bidder Acknowledges Receipt of the Following Addenda:

Addenda #1

Addenda #3

Addenda #2

Addenda #4

The above signed proposes to provide services in accordance with the specifications for this project for the City of Boise, Idaho and to bind themselves, on the acceptance of this Bid/Proposal, to enter into and execute a contract, of which this Bid/Proposal, terms and conditions, and specifications will be part. Submission of this signed proposal signifies agreement with the solicitation's specifications and specifically constitutes a waiver of any objections to them.

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City.

Number of days price will be guaranteed:	
--	--

(Request 90 days)

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BID SCHEDULE PRICING

The City of Boise reserves the right to award all items or selected items as needed.

Item	Lump Sum Cost
Complete Painting for 1025 S Capitol (Main Structure).	\$
Complete Painting for 1025 S Capitol (Apartment Building).	\$
Complete Painting for 1025 S Capitol (Wing Building).	\$
Complete Painting for 1020 S Lusk	\$
Complete Painting for 1028 S Lusk	\$
Total Bid	\$
Total Bid Written:	

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DELIVERY INFORMATION

List any risks associated with the on-time delivery of this project

Capacity (list current projects and current completion dates):

Project	Completion Date

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REFERENCES

Bidder must provide at least three (3) current professional references from different firms/organizations for which this type of product/service has been provided. References must be able to verify Service Provider's experience to comply with the requirements of this proposal. Failure to provide references with similar scope/product, successfully delivered can be grounds for disqualification.

Reference 1

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

Reference 2

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

Reference 3

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

List any previous City projects, performed within the past 3 years. (Failure to disclose or poor performance can be grounds for disqualification)

Project	Department	Contact

Vendor's Comments:

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REQUIREMENTS

In the event that the general contractor intends to self-perform the plumbing, HVAC or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work.

The general contractor shall demonstrate compliance with this requirement by listing their valid contractor's license number for the plumbing, HVAC or electrical work to be self-performed by the general contractor on the bid/proposal form.

SUBCONTRACTORS

As required by Idaho Codes 54-1902 and 67-2310 the following list includes the names, addresses, Idaho Public Works License number and the percentage of project in dollars for all Subcontractors. Failure to name subcontractor (if used) for plumbing, heating, air-conditioning and electrical as required by said section 67-2310 will render any bid/proposal submitted by a general Contractor unresponsive and void.

Public Works License will not be required at time of bid submittal, but is required at time of contract signing. (Federal Funding is involved).

(Only list subcontractors or self when trade is required for project, please use N/A if trade is not required for this project).

Electrical

Company Name	Idaho Public Works Contractor's License Number	Electrician License#

Plumbing

Company Name	Idaho Public Works Contractor's License Number	Plumbing License#

HVAC

Company Name	Idaho Public Works Contractor's License Number	HVAC License#

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Return in Sealed Envelope

BID BOND

(Return this or other executable surety)

KNOW ALL MEN BY THESE PRESENTS, that we, the above signed, as Principal, and _____ as Surety, are hereby held and firmly bound unto as Owner in the penal sum of _____, which is 5% of the amount bid, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this ____ day of _____, 20___. The Condition of the above obligation is such that whereas the Principal has submitted to _____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of new and other miscellaneous work as set forth in the plans and specifications for BID NUMBER. More specifically, this work includes and other related work.

NOW, THEREFORE,

The Bond will become null and void:

(a) If said BID will be rejected.

(b) If said BID will be accepted and the Principal will execute and deliver a contract in the Form of Contract attached hereby (properly completed in accordance with said BID) and will furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and will in all other respects perform the agreement created by the acceptance of said BID.

OTHERWISE:

The Bond will remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder will, in no event, exceed the penal amount of this obligation as herein stated.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND will be in no way impaired or effected by an extension of time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Seal

Surety

By

CONSTRUCTION CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER FB 17-397

Project: **(Insert Project Name)**

Contractor: **(Insert Contractor's Name)**

Owner: **(Insert Planning and Development Services, Housing and Community Development Division)**, City of Boise, Ada County, Idaho, a municipal corporation

THIS AGREEMENT, made this _____ day of _____, 2____, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and (Insert Contractor's Name), hereinafter referred to as "Contractor", a corporation organized under the laws of the State of Idaho.

1. Statement of Work: The Contractor shall furnish labor, material and equipment for, and perform the work described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

Bid Proposal	Performance Bond
Contract Agreement	Labor & Payment Bond
Specifications	Liability Insurance
Acknowledgements	Automobile Insurance
Supplementary Conditions	Workers' Compensation

2. Amount of Contract: In an amount Not to Exceed: \$ **(Insert Dollar Amount)**

3. Term of Contract: The work to be performed under this contract shall commence upon receipt of Notice to Proceed as provided in the General Conditions, ____days substantial completion with a 365-day contract term, unless sooner terminated as herein provided.

4. Indemnification and Insurance: The Contractor shall indemnify and save and hold harmless the Owner from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by the Contractor, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. In addition, the Contractor shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the Owner shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code (currently, a minimum of \$500,000). The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Owner; and if Owner becomes liable for an amount in excess of the insurance limits, herein provided, the Contractor covenants and agrees to indemnify and save and hold harmless Owner from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. The

Contractor shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the event the insurance minimums are changed, Contractor shall immediately submit proof of compliance with the changed limits.

Contractor shall maintain automobile insurance with a limit of no less than \$500,000 per occurrence for owned, non-owned and hired vehicles. If Contractor has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with limits not less than \$500,000 per accident for bodily injury and property damage is required. Where applicable, the City of Boise shall be named as an additional insured.

Additionally, the Contractor shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Contractor shall require the subContractor provide Workers Compensation Insurance for himself and any/all the latter's employees to be engaged in such work. Proof of insurance must be provided to the owner prior to the start of work.

Proof of insurance shall be provided to City of Boise, **Purchasing**, P.O. Box 500, Boise, ID. 83701.

5. Independent Contractor: In all matters pertaining to this agreement, the Contractor shall be acting as an independent contractor, and neither the contractor nor any officer, employee or agent of the contractor will be deemed an employee of City. The selection and designation of the personnel of the Owner in the performance of this agreement shall be made by the Owner.

6. Compensation: For performing the services specified in Section 1 herein, Owner agrees to reimburse Contractor according to the attached bid specification. Payment will not include any sub-contract or other personal services pay except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Purchasing/Council approval.

7. Method of Payment: Contractor will invoice the **Planning and Development Services, Housing and Community Development Division** directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty-five (45) days after receipt.

8. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

City of Boise
PDS, HCD Division
PO Box 500
Boise, Idaho 83701

(Insert Contractor's Name)
(Insert Contractor's Address)
(City), (State) (Zip Code)

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

9. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

10. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder will constitute a breach of, and a default under, this Agreement by the party so failing to perform.

11. Force Majeure: Any delays in or failure of performance by Contractor shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Contractor, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Contractor. In the event that any event of force majeure as herein defined occurs, Contractor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

12. Assignment: It is expressly agreed and understood by the parties hereto, that the Contractor shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Owner.

13. Discrimination Prohibited: In performing the Services required herein, the Contractor, sub-recipient, or subcontractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or disability. It is the Contractor's responsibility to ensure that the sub-contractor is in compliance with this section.

Further, if this is a Department of Transportation assisted contract, the Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of the contract. It is the Contractor's responsibility to ensure that all sub-contractors are in compliance with these requirements as well. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate.

14. Reports and Information: At such times and in such forms as Owner may require, there will be furnished to Owner such statements, records, reports, data and information as Owner may request pertaining to matters covered by this Agreement.

15. Audits and Inspections. At any time during normal business hours and as often as the Owner may deem necessary, there shall be made available to the Owner for examination all of Vendor's records with respect to all matters covered by this Agreement. Vendor shall permit the Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. Compliance with Laws. In performing the scope of services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

17. Changes: The Owner may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, and any increase or decrease in the contractor's compensation, which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written amendments to this Agreement.

18. Termination for Cause: If, through any cause, the contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the contractor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this agreement is terminated for cause the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Agreement by the Contractor, and the Owner may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined. This provision shall survive the termination of this agreement and shall not relieve the contractor of its liability to the Owner for damages, provided that the amount of such damages shall not exceed the total compensation provided for in section two of this agreement.

19. Termination for Convenience of City: Owner may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Contractor. If the Agreement is terminated by Owner as provided herein, Contractor will be paid an amount which bears the same ratio to the total compensation as the work actually performed bear to the total services of Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Contractor, Section 18 hereof relative to termination will apply.

20. Contractor to Pay or Secure Taxes: The contractor in consideration of securing the business of providing: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and

quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, 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 the Contractor's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that Boise City may withhold from any payment due the Contractor hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said the Contractor is liable.

21. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

22. Non-Appropriation: Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days notice.

23. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

24. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Boise.

25. Approval Required. This Agreement shall not become effective or binding until approved by the City of Boise.

26. Acceptance and Final Payment: Upon receipt of notice that the work is ready for final acceptance and inspection, the Owner's representative will make such inspection and when he finds the work acceptable and the contract fully performed he will have the Contractor issue a final payment request.

END OF AGREEMENT

Contract# FB 17-397

IN WITNESS WHEREOF, the City and the contractor/vendor have executed this Agreement as of the date first above written.

(Insert Contractor's Name)
(Insert Contractor's Address)
(City), (State) (Zip Code)

Signature Date

Print Name

ACKNOWLEDGEMENT

State of _____)
) ss
County of _____)

On this____day of _____20____, before me personally appeared _____ known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is _____ and that he/she executed the foregoing instrument on behalf of said firm for the use and purposes stated therein.

Witness my hand and official seal

(notary signature)

(SEAL)

Contract# FB 17-397

APPROVED AS TO FORM AND CONTENT:

Department Date

Purchasing Agent Date

Legal Department Date

Risk Management Date

CITY OF BOISE

APPROVED BY:

David H. Bieter, Mayor Date

ATTEST:

CONTRACT AMOUNT:
\$(Insert Dollar Amount)

City Clerk Date

Contract# FB 17-397
CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF _____)

COUNTY OF _____)

Pursuant to the Idaho Code, Title 63, Chapter 15, I, the above signed, being duly sworn, depose and certify that all taxes, excises and license fees due to taxing units in the State of Idaho, for which I or my property is liable then due or delinquent, have been paid, or secured to the satisfaction of the respective taxing units.

Tax ID# _____ (IF EIN IS NOT AVAILABLE, DO NOT INCLUDE SS#)

(Contractor Name)

(Address)

(City and State)

(Signature)

Subscribed and sworn to before me the _____ day of _____, 20____.

(Notary Republic)

(City and State)

Commission Expires: _____

Contract# FB 17-397
PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Here insert the name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and _____

and as Surety, hereinafter called Surety, held and firmly bond unto _____

(Here insert name and address of legal title of the Owner)

as Obligee, hereinafter called Owner, in the amount of _____ Dollars
being 100% of the contract price in lawful money of the United States, for the payment whereof
Contractor and Surety bind themselves, their heirs, executors, administrators, successors and
assigns jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20 _____ enter into a contract

with Owner of _____
in accordance with drawings and specifications prepared by PLANNING AND DEVELOPMENT
SERVICES, HOUSING AND COMMUNITY DEVELOPMENT DIVISION, which contract is by reference
made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor will promptly
and faithfully perform said contract, then this obligation will be null and void; otherwise it will
remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor will be, and is declared by Owner to be in default under the Contract, the
Owner's obligations hereunder, the Surety may promptly remedy the default, or will promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance with
its terms and conditions, and upon determination by Owner and Surety of the lowest
responsible bidder, arrange for a
contract between such bidder, arrange for a contract between such bidder and Owner, and
make available as work progresses (even though there would be default or a succession of
defaults under the contract or contracts of completion arranged under this paragraph)
sufficient funds to pay the cost of completion less the balance of the contract price; but not
exceeding, including other costs and damages for which the Surety may be liable hereunder,
the amount set forth in the first paragraph, will mean the total amount payable by Owner to
Contractor under the Contract and any amendments thereto, less the amount properly paid
by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of 2 years from the date on
which final payment under the contract falls due.

Contract# FB 17-397
Performance Bond (Cont.)

No right of action will accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and Sealed this _____ day of _____, A.D. 20 _____

(Seal)

In the presence of:

(Principal)

(Title)

(Seal)

By:

(Surety)

(Title)

Note: This form or a reasonable facsimile is to be completed and delivered to City of Boise Purchasing Office when contracts are signed.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____
(Here insert the name and address or legal title of Contractor)

as Principal, and the _____ corporation,

as Surety, are held and firmly bound unto Boise City, a Municipal Corporation in the State of Idaho.

As Obligee, in the sum of _____ Dollars,

being 100% of the contract price, in lawful money of the United States, for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20 ____ enter into a contract

WHEREAS, on the _____ Day of _____, 20 _____, the principal entered into a contract with the Obligee for _____

Which contract is by reference made a part hereof and, hereafter referred to as the Contract:

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the principal will pay all laborers, mechanics, subcontractors, material suppliers and all persons who will supply said Principal or said subcontractors with provisions and supplies for the carrying on of such work, then this obligation will be null and void; otherwise to remain in full force and effect.

Signed and Sealed this _____ day of _____, A.D. 20 _____

Principal

Insurance Company

Attorney-in-Fact

By: _____

Note: this form or a reasonable facsimile is to be completed and delivered to City of Boise Purchasing Office when contracts are signed.