



## **REQUEST FOR BID**

Teton County, Idaho will accept Bids, identified on the envelope, for the installation of:

### **S2000E DARBY CREEK BRIDGE**

The County of Teton in the State of Idaho ("County") is soliciting bids for a bridge replacement. The County will accept separate sealed Bids for the replacement of a bridge across S2000E over Darby Creek.

The Bid Requirements and specifications will be available on August 21, 2014, at the Teton County Recorder's Office at 150 Courthouse Drive, Driggs, Idaho, 208-354-0245. The deadline for submitting the responses (RFB) is September 5, 2014 at 10:00 am local time. Bid will be opened at 10:00am on September 5, 2014 in the Teton County Courthouse.

The contractor shall comply with all fair labor practices and must meet the requirements of State statutes. No Bid may be withdrawn after the scheduled time for the public opening of the bids specified above.

The County reserves the right to reject any or all Bids received, to waive informalities, to postpone the award of the contract for a period of not to exceed sixty (30) days, and to accept the Bids which is in the best interest of Teton County.

# **INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS**

Modified from

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

**For The**

**S2000E Darby Creek Bridge**

# INSTRUCTIONS TO BIDDERS

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## **ARTICLE 1 – DEFINED TERMS**

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

## **ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. Unless otherwise indicated in the Instructions to Bidders, the deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.

2.02 Complete sets of Bidding Documents shall 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.

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

## **ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

3.01 To demonstrate Bidder's qualifications to perform the Work, within 10 days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

3.03 Idaho Code 54-1902 requires Bidder and subcontractors to have the appropriate Public Works Contractor's License to submit a Bid or proposal for this project.

## **ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

#### 4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

#### 4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

- 4.06 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding

Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

- B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
- E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are

acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## **ARTICLE 5 – PRE-BID CONFERENCE**

5.01 DELETED

## **ARTICLE 6 – SITE AND OTHER AREAS**

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

## **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

## **ARTICLE 8 – BID SECURITY**

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price and in the form of cash, a certified check, cashier's check, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. 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 seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

## **ARTICLE 9 – CONTRACT TIMES**

9.01 The number of days within which, or the dates by which, [Milestones are to be achieved and] the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

## **ARTICLE 10 – LIQUIDATED DAMAGES**

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

## **ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or “or-equal” materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Engineer as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

## **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS**

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

1. Per Idaho Code 67-2310, Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required by this section shall render any Bid submitted by the Bidder unresponsive and void. Use naming of subcontractors form 00440.

### **ARTICLE 13 – PREPARATION OF BID**

13.01 The Bid Form is included with the Bidding Documents.

13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder’s name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown. Include evidence of authority to sign.

13.08 All names shall be printed in ink below the signatures.

- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
- 13.12 The Bid shall contain evidence of Bidder's authority and qualification to do business in Idaho. If the project is federally funded, signing the Bid Form constitutes a covenant to obtain such qualification prior to award of the Contract. Bidder's Idaho Public Works Contractor License Number shall also be shown on the Bid form.

#### **ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS**

##### 14.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

##### 14.02 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

##### 14.03 *Completion Time Comparisons*

- A. DELETED

## ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed to COUNTY ENGINEER.

## ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

~~16.02 DELETED~~

- 16.03 Relief from Bids. (a) If an awarding authority for the public entity determines that a Bidder is entitled to relief from a Bid because of mistake, the authority shall prepare a report in writing to document the facts establishing the existence of each element required in Section 54-1904C, Idaho Code. The report shall be available for inspection as a public record and shall be filed with the public entity soliciting bids. (b) A Bidder claiming a mistake satisfying all the conditions of Section 54-1904C, Idaho Code, shall be entitled to relief from the Bid and have any Bid Security returned by the public entity. Bidders not satisfying the conditions found in Section 54-1904C, Idaho Code, shall forfeit any Bid Security. Bidders failing to execute a Contract and not satisfying the conditions of a mistake shall also forfeit any Bid Security.

- 16.04 Grounds for Relief. The Bidder shall establish to the satisfaction of the public entity that:

- a) A clerical or mathematical mistake was made;
- b) The Bidder gave the public entity written notice within five (5) calendar days after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred; and
- c) The mistake was material.

## ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid 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.

## **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also 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. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider 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.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

## **ARTICLE 20 – CONTRACT SECURITY AND INSURANCE**

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

## **ARTICLE 21 – SIGNING OF AGREEMENT**

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## **ARTICLE 22 – SALES AND USE TAXES**

22.01 Refer to Article 6 of the General Conditions for tax requirements.

## **ARTICLE 23 – RETAINAGE**

23.01 Provisions for retainage are as established in Article 6 of the Agreement.

## **ARTICLE 24 – CONTRACTS TO BE ASSIGNED**

24.01 DELETED

## **ARTICLE 25 – PARTNERING**

25.01 Owner intends to participate in a partnering process with Contractor. The objectives of the process will be to achieve effective and efficient performance of the Work and completion of the Work within the Contract Price and Contract Times, all in accordance with the Contract Documents.

**BID FORM FOR  
CONSTRUCTION CONTRACTS**

Modified from

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

For The

**S2000E DARBY CREEK BRIDGE PROJECT**

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**County Engineer, Teton County Idaho**

**150 Courthouse Drive**

**Driggs ID 83422**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 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 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data,".

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained

from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder safety precautions and programs incident thereto.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Price
1	Mobilization & Erosion Control	
2	Bridge Demolition	
3	Bridge Materials & Installation	
4	Creek Stabilization	
5	Road Reconstruction w/County Supplied Surface Gravel	

**BID ALT 1**

5a	Road Reconstruction w/Contractor Supplied Surface Gravel	
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All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete on or before January 16, 2015, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or Bidder accepts the provisions of the Agreement as to liquidated damages.

6.02 Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract;
- C. In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors);
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- E. State of Idaho Public Works Contractor’s License No.: \_\_\_\_\_

7.02 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Qualification to do business in Idaho is \_\_\_\_/\_\_\_\_/\_\_\_\_.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

Idaho Public Works Contractor License No. \_\_\_\_\_.

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):*

**Teton County Idaho  
150 Courthouse Drive  
Driggs, ID 83422**

BID

Bid Due Date:

Description *(Project Name and Include Location):*

**S2000E Darby Creek Bridge**

BOND

Bond Number:

Date *(Not earlier than Bid due date):*

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Written in Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal) Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# DARBY CREEK BRIDGE S 2000 E

## CONSTRUCTION DRAWINGS - BID SET

AUGUST 8, 2014

**HARMONY**  
DESIGN & ENGINEERING  
110 E. LITTLE AVE. • DRIGGS ID 83422  
T 208.354.1331 F 208.354.1332

DATE: 8/8/2014

REVISIONS:



SCALE: AS SHOWN

DESIGNED BY: RGB

DRAWN BY: RGB

CHECKED BY: JPZ

PROJ. #: 13015078-1

PROJECT NAME  
**DARBY CREEK BRIDGE - S 2000 E**  
**TETON COUNTY, IDAHO**  
COVER SHEET AND LEGEND

SHEET #

**C-001**

### INDEX OF DRAWINGS

#### CIVIL DESIGN DRAWINGS (BY HARMONY DESIGN AND ENGINEERING)

C-001	COVER SHEET AND LEGEND
C-100	ROAD AND BRIDGE PLAN AND PROFILE - STATION 0+00 TO 4+00
C-101	ROAD AND BRIDGE PLAN AND PROFILE - STATION 4+00 TO END
C-200	ROAD CROSS SECTIONS
C-300	BRIDGE DETAILS AND NOTES
C-301	BRIDGE COMPONENTS
C-302	CIVIL DETAILS AND NOTES

#### ADDITIONAL INFORMATION THAT IS PART OF THIS PACKAGE:

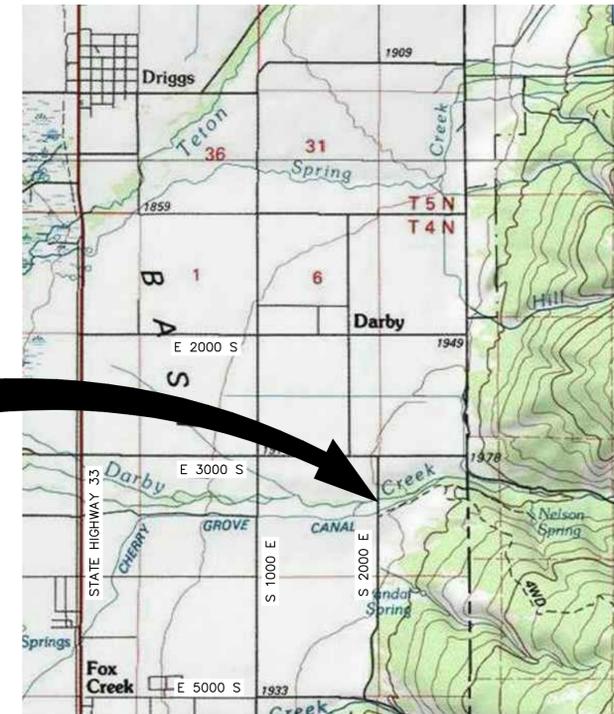
DARBY CREEK ASSESSMENT REPORT (BY BIOTA RESEARCH AND CONSULTING, INC.)

SHEET 1	TITLE SHEET
SHEET 2	TREATMENT AREA
SHEET 3	TREATMENT DETAIL

### LEGEND

	EXISTING PRESCRIPTIVE R.O.W.
	EXISTING MAJOR CONTOUR (5 FOOT)
	EXISTING MINOR CONTOUR (1 FOOT)
	EXISTING EDGE OF ROAD
	EXISTING UNDERGROUND TELEPHONE LINE
	EXISTING UTILITY POLE
	EXISTING OVERHEAD POWER LINE
	PROPOSED MAJOR CONTOUR (5 FOOT)
	PROPOSED MINOR CONTOUR (1 FOOT)
	PROPOSED GRAVEL ROAD
	PROPOSED BRIDGE
	PROPOSED SILT FENCE OR STRAW WATTLES
	PROPOSED RIP RAP

PROJECT SITE



**VICINITY MAP**  
NOT TO SCALE



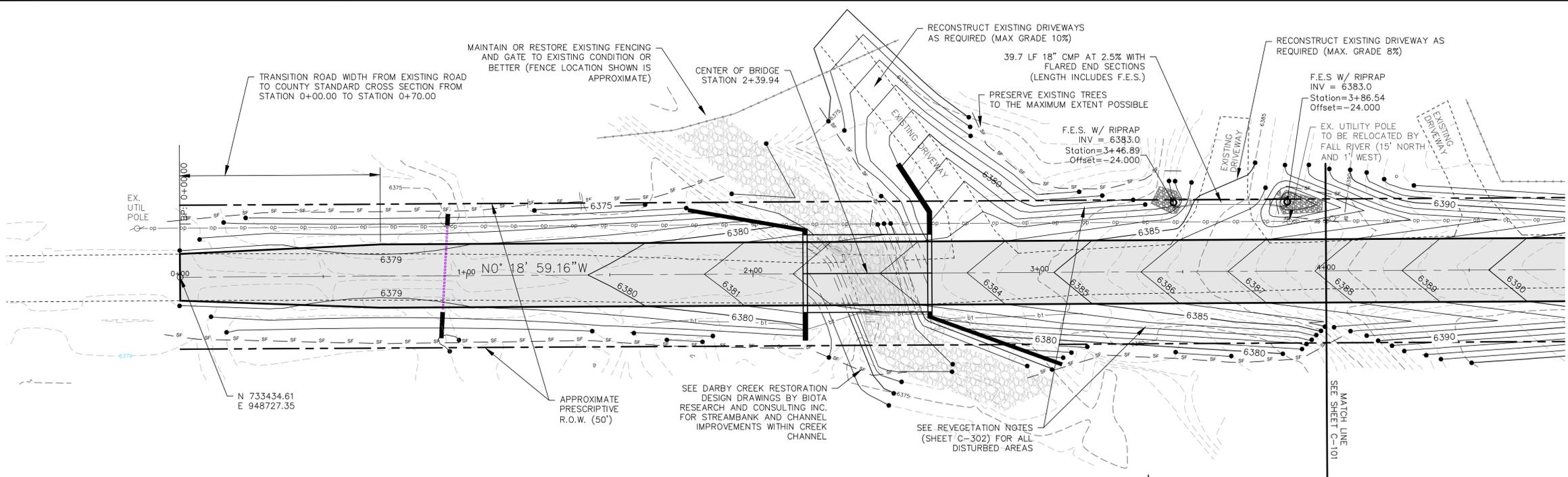
CALL BEFORE YOU DIG  
ONE CALL CENTER OF IDAHO  
**1-800-342-1585**  
CALL 2-BUSINESS DAYS IN ADVANCE  
BEFORE YOU DIG, GRADE, OR EXCAVATE  
FOR THE MARKING OF UNDERGROUND  
MEMBER UTILITIES.

CIVIL ENGINEER:  
HARMONY DESIGN & ENGINEERING  
110 E. LITTLE AVENUE  
DRIGGS, ID 83422  
208-354-1331

SURVEYOR:  
JORGENSEN ASSOCIATES, PC  
P.O. BOX 9550  
1315 S. HWY 89, SUITE 203  
JACKSON, WY 83002  
307-733-5187

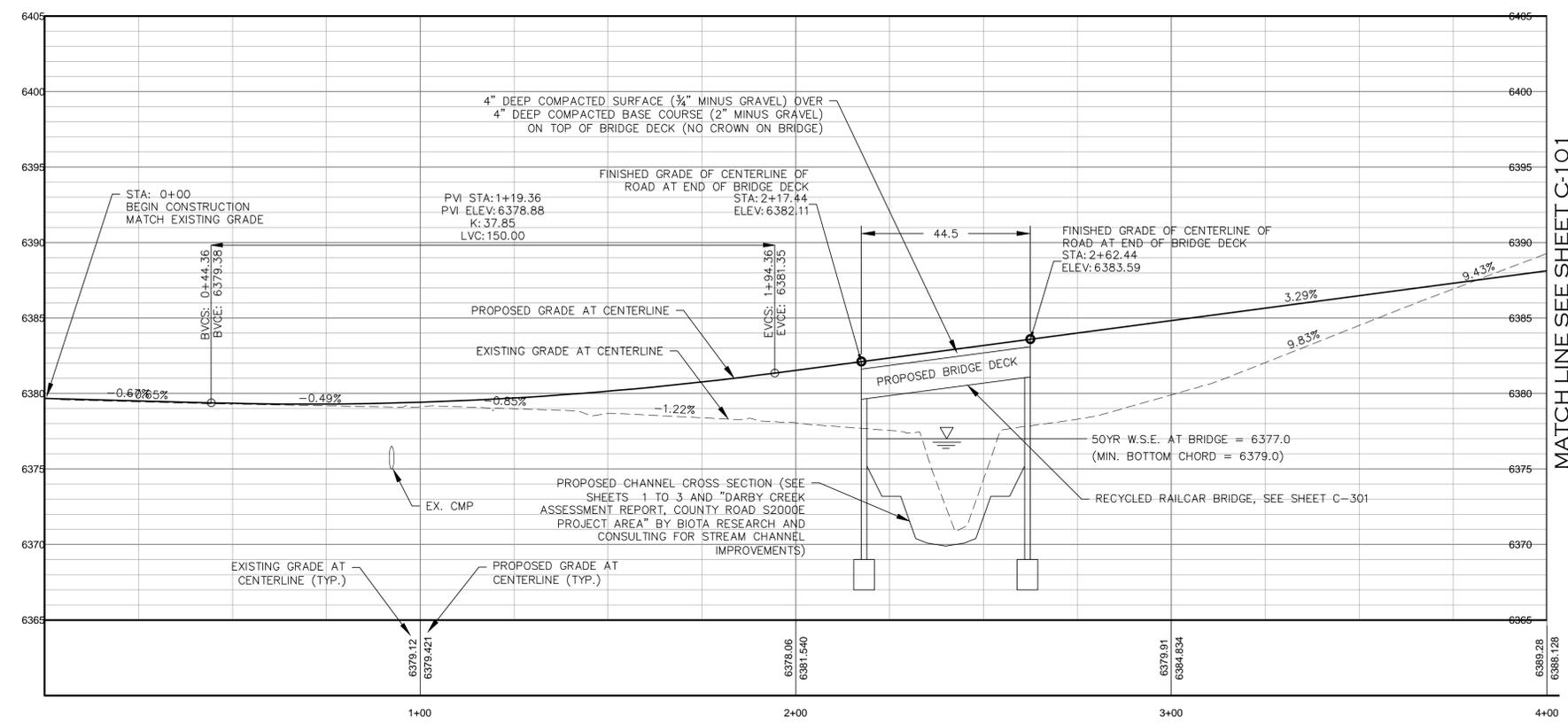
ENVIRONMENTAL CONSULTANT:  
BIOTA RESEARCH AND CONSULTING, INC.  
P.O. BOX 8578  
140 E. BROADWAY, SUITE 23  
JACKSON, WY 83002  
307-733-4216

NOTE: ALL SCALES INDICATED ARE FOR 24" X 36" PLOTTED SHEETS



**S 2000 E - PLAN**

SCALE: 1" = 20'



**S 2000 E - PROFILE**

HORIZONTAL SCALE: 1" = 20'

VERTICAL SCALE: 1" = 5'

MATCH LINE SEE SHEET C-101

**HARMONY**  
DESIGN & ENGINEERING  
110 E. LITTLE AVE. • DRIGGS ID 83422  
T 208.354.1331 F 208.354.1332

DATE: 8/8/2014

REVISIONS:



SCALE: AS SHOWN

DESIGNED BY: RGB

DRAWN BY: RGB

CHECKED BY: JFZ

PROJ. #: 1301B078-1

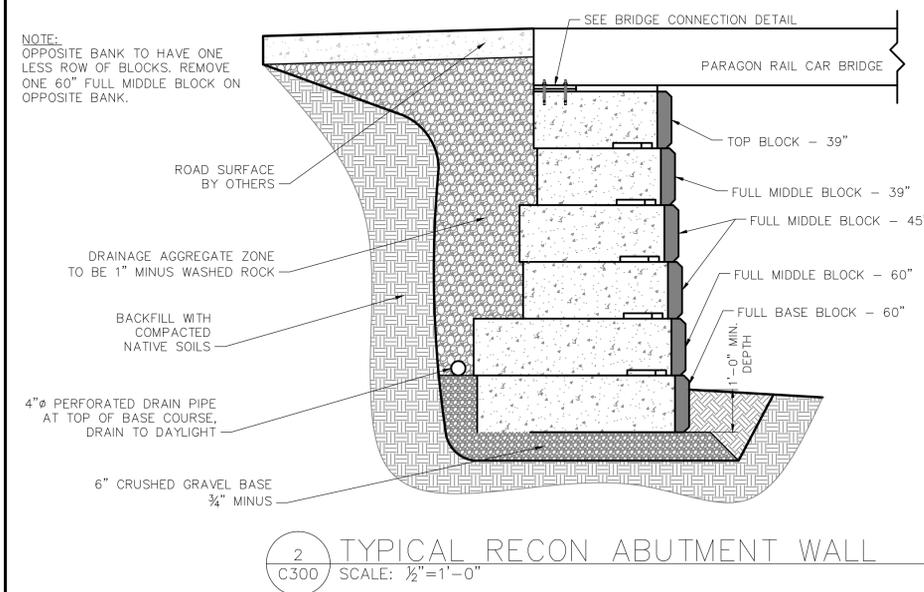
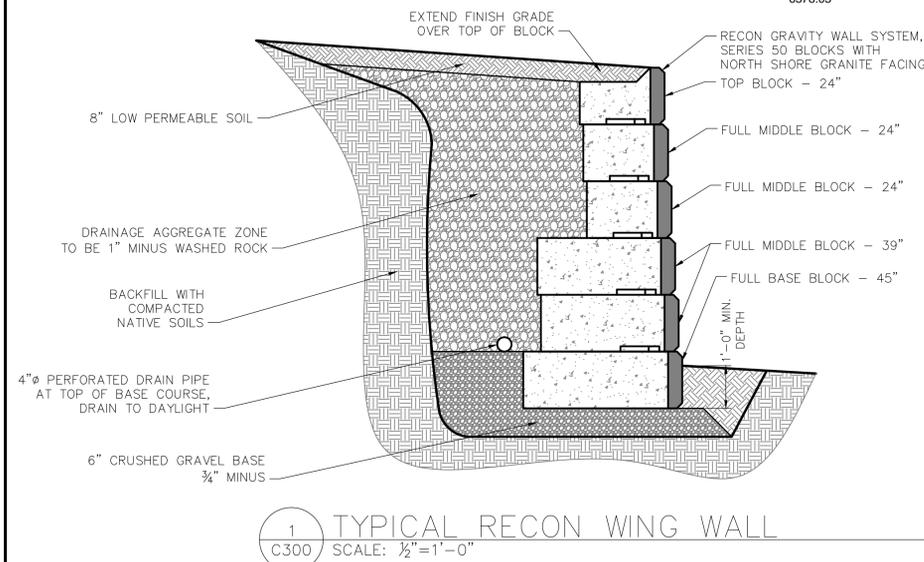
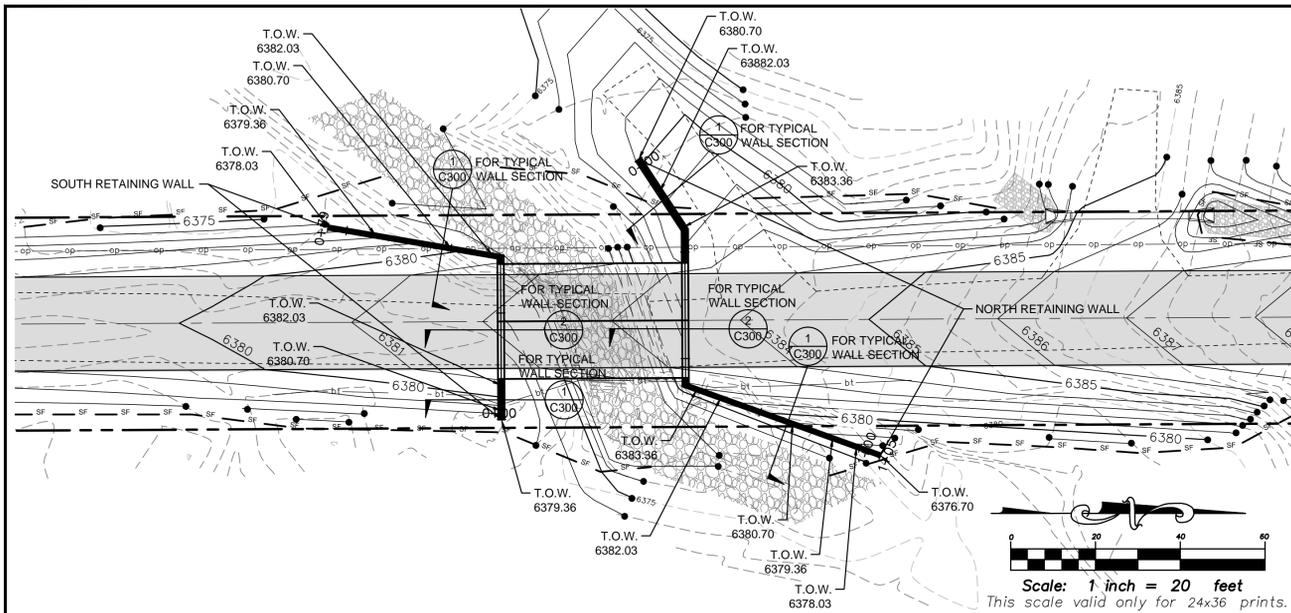
**DARBY CREEK BRIDGE - S 2000 E**  
**TETON COUNTY, IDAHO**  
**ROADWAY AND BRIDGE PLAN AND PROFILE**  
**STATION 0+00 TO 4+00**

SHEET #  
**C-100**

NOTE: ALL SCALES INDICATED ARE FOR 24" X 36" PLOTTED SHEETS

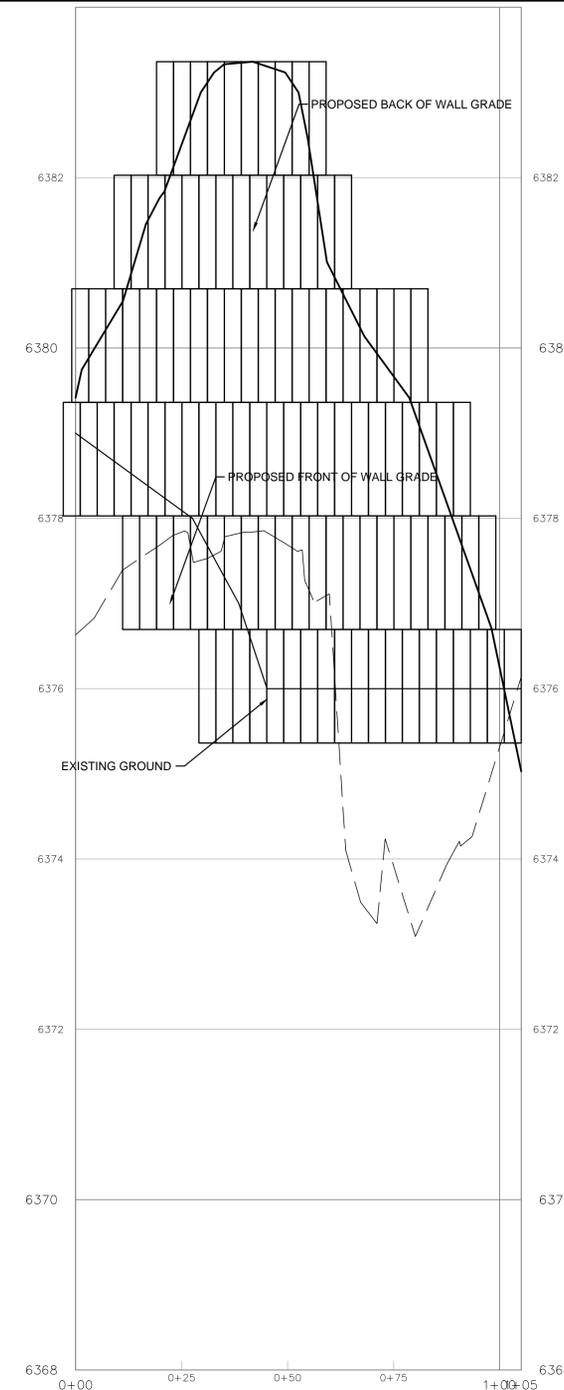
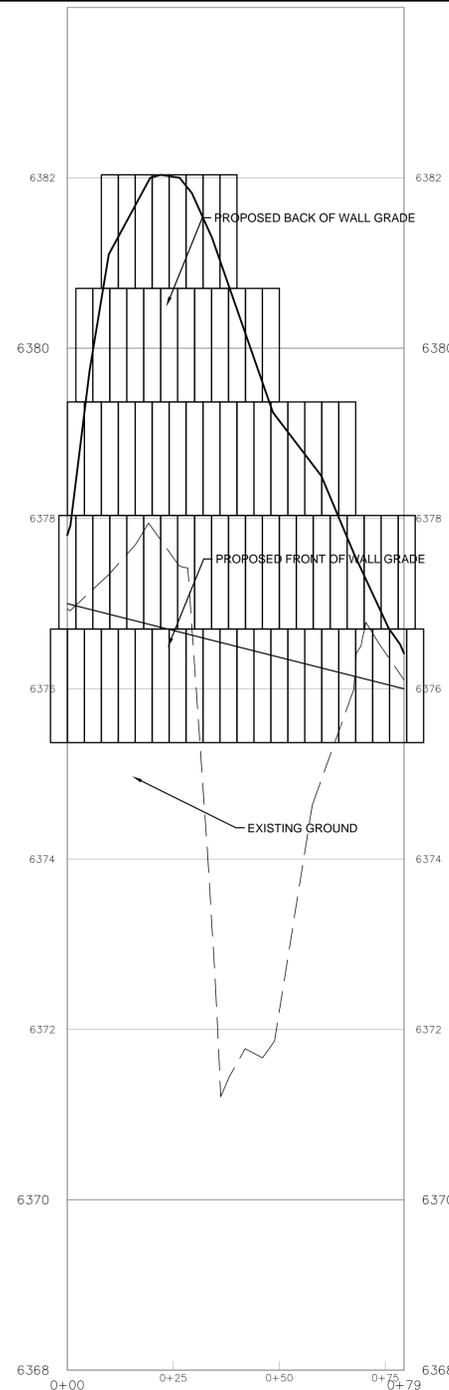
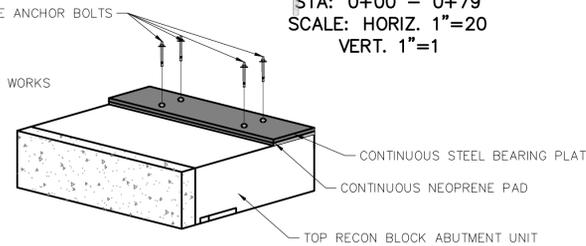






NOTE: BEARING PLATES AND FASTENERS TO BE SUPPLIED BY PARAGON BRIDGE WORKS AND APPLIED PER RECOMMENDATIONS.

**3 TYPICAL BRIDGE CONNECTION**  
C300 SCALE: 1/2"=1'-0"



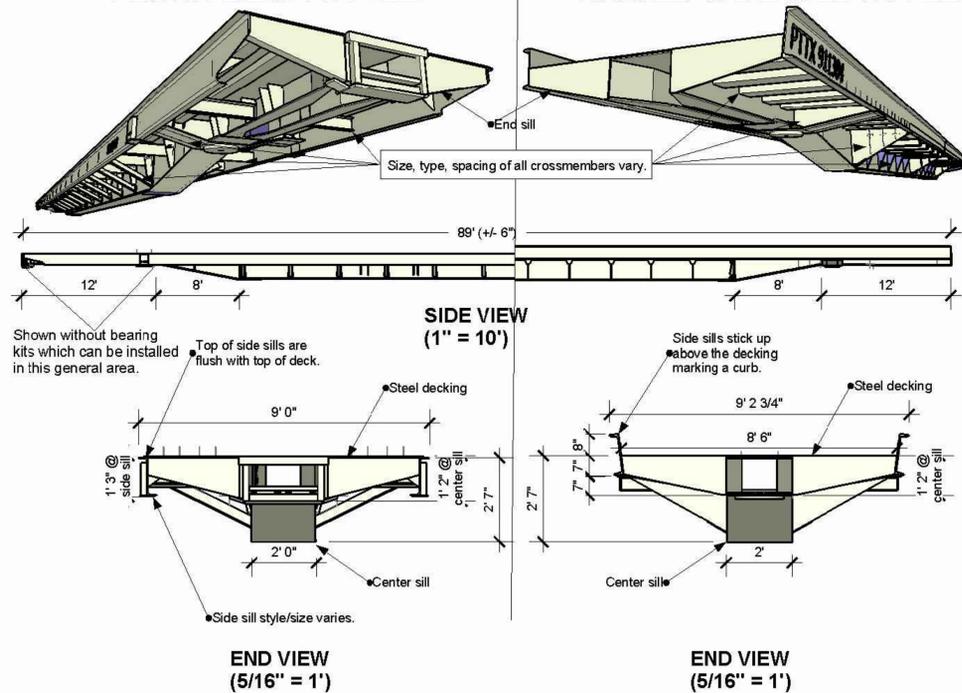
**JORGENSEN ASSOCIATES, P.C.**  
Engineering • Land Surveying • Planning  
1315 South Highway 89, Suite 203, Jackson, Wyoming 83002  
(307) 733-5150, FAX: (307) 733-5187  
E-MAIL: info@jorgensenassociates.com

 HARMONY DESIGN & ENGINEERING 110 E. LITTLE AVE. • DRIGGS, ID. 83422 T. 208.354.1331 F. 208.354.1332	
DATE: 06/30/14	REVISIONS: 07/07/14
SCALE: AS SHOWN	DESIGNED BY: CB
	DRAWN BY: CB
	CHECKED BY: DJ
	PROJ. #: 1301B078-1
<b>DARBY CREEK BRIDGE - S 2000 E</b> <b>TETON COUNTY, IDAHO</b> <b>DETAILS AND NOTES</b>	
SHEET #	
<b>C-300</b>	

NOTE: ALL SCALES INDICATED ARE FOR 24" X 36" PLOTTED SHEETS

**FLUSH DECK STYLE**

**RAISED SIDE SILL STYLE**



**S89 X 9 RAILCAR COMPONENT**  
NOT TO SCALE

DRAWING NUMBER  
**S89X9**

ORIGINAL ISSUE  
07-15-13  
REVISED  
07-15-13

DRAWING NAME:  
S89' X 9' basic  
Secondhand / Reconditioned  
Generic plans  
Weight = Approx 42,000 lbs  
All measurements are approximate.

DRAWN BY:  
NOAH FIGUEROA  
PARAGON  
BRIDGE WORKS

**A**

01/01

DRAWING NUMBER  
**S89X27**

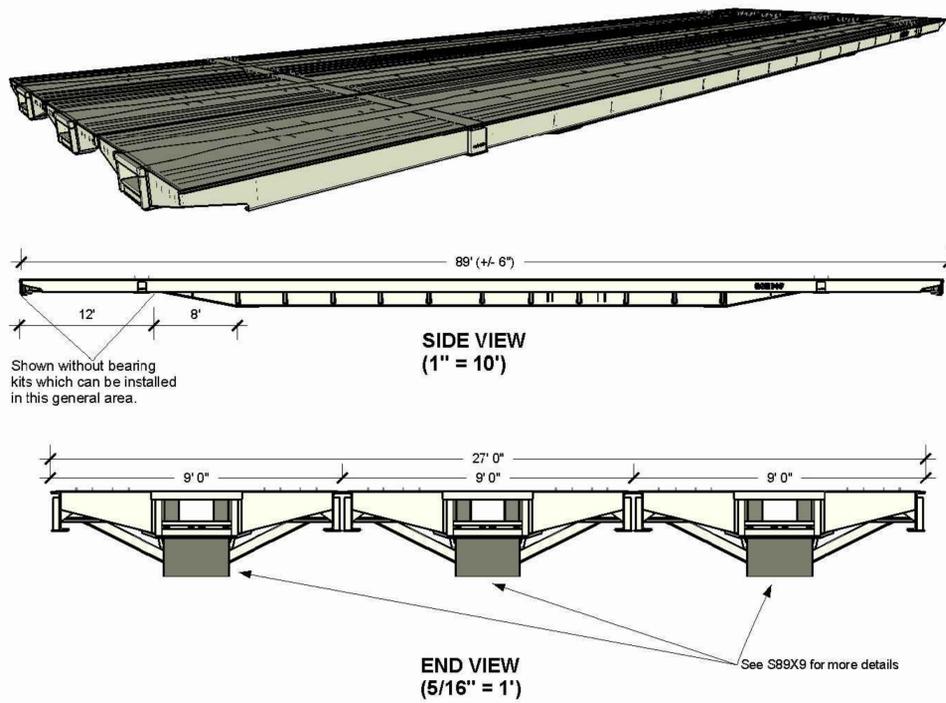
ORIGINAL ISSUE  
07-15-13  
REVISED  
07-15-13

DRAWING NAME:  
S89' X 27' basic  
Generic plans  
Weight = Approx 126,000 lbs  
All measurements are approximate.

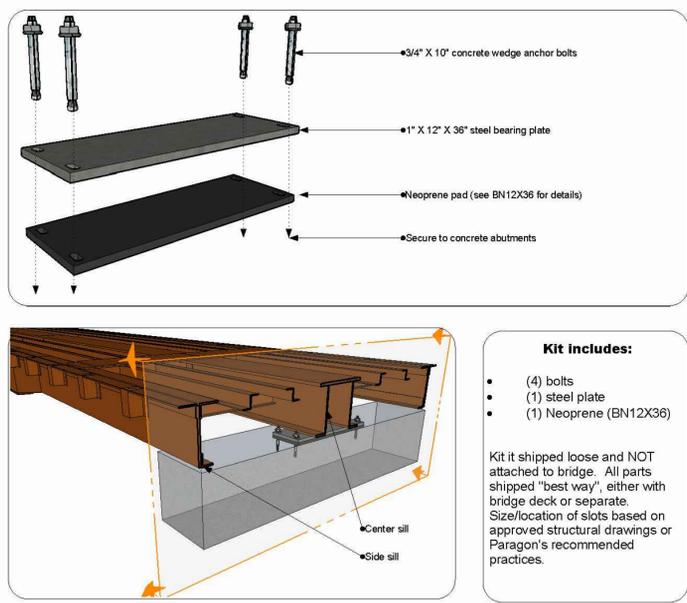
DRAWN BY:  
NOAH FIGUEROA  
PARAGON  
BRIDGE WORKS

**A**

01/01



**S89 X 27 RAILCAR BRIDGE DECK**  
NOT TO SCALE



**BEARING KIT AT CENTER SILL**  
NOT TO SCALE

DRAWING NUMBER  
**BKCS**

ORIGINAL ISSUE  
07-15-13  
REVISED  
07-15-13

DRAWING NAME:  
Bearing Kit @  
Center Sill

DRAWN BY:  
NOAH FIGUEROA  
PARAGON  
BRIDGE WORKS

**A**

01/01

- Kit includes:**
- (4) bolts
  - (1) steel plate
  - (1) Neoprene (BN12X36)
- Kit is shipped loose and NOT attached to bridge. All parts shipped "best way", either with bridge deck or separate. Size/location of slots based on approved structural drawings or Paragon's recommended practices.

**NOTES**

- RECYCLED RAILCAR BRIDGE TO BE SUPPLIED BY SUPPLIER WITH A MINIMUM OF 10 YEARS EXPERIENCE PERFORMING SIMILAR WORK.
- RAILCAR TO BE USED SHALL:
  - MEET ASSOCIATION OF AMERICAN RAILROAD'S (AAR) INTERCHANGE RULE 1 BEFORE IT IS DISMANTLED.
  - BE INSPECTED FOR STRUCTURAL SOUNDNESS BY A TRAINED PERSON FAMILIAR WITH AAR RULES AND REGULATIONS.
- RAILCAR SHALL BE DESIGNED AND STAMPED BY AN ENGINEER LICENSED IN THE STATE OF IDAHO PER AASHTO.
- BRIDGE SHALL HAVE A 3 YEAR WARRANTY. LOAD RATING SHALL BE HS-20.
- BRIDGE SHALL HAVE 8" CURB ABOVE THE DRIVING SURFACE AND GUARDRAILS.
- S89 RAILCAR TO BE CUT TO MEET SPECIFIED BRIDGE LENGTH.
- GUARDRAIL TO BE INCLUDED AS BID ALTERNATE.

NOTE: ALL SCALES INDICATED ARE FOR 24" X 36" PLOTTED SHEETS

**HARMONY**  
DESIGN & ENGINEERING  
110 E. LITTLE AVE. • DRIGGS ID 83422  
T 208.354.1331 F 208.354.1332

---

DATE: 8/8/2014

REVISIONS:

---

SCALE: AS SHOWN

DESIGNED BY: RGB

DRAWN BY: RGB

CHECKED BY: JFZ

PROJ. #: 13015078-1

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PROJECT NAME  
**DARBY CREEK BRIDGE - S 2000 E  
TETON COUNTY, IDAHO**

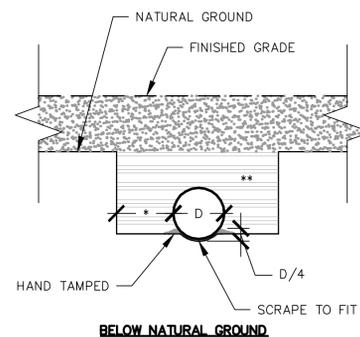
**BRIDGE COMPONENTS**

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SHEET #  
**C-301**

## GENERAL NOTES

1. THE CONTRACTOR SHALL CONTACT "DIG LINE, INC." (PHONE 1-800-342-1585) FOR THE MARKING OF UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL ACCEPT FULL RESPONSIBILITY AND TAKE PRECAUTIONARY MEASURES TO PROTECT ALL UTILITY LINES SHOWN AND OTHER UTILITY LINES OTHERWISE LOCATED.
2. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE AFFECTED UTILITY COMPANY AND THE COORDINATION OF ALL WORK IN THE PROXIMITY OF THE UTILITIES.
3. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING UTILITIES AND ALL DIMENSIONS IN THE FIELD AND SHALL REPORT ANY VARIATIONS OR DISCREPANCIES TO THE OWNER AND THE ENGINEER PRIOR TO PROCEEDING WITH RELATED CONSTRUCTION.
4. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE DONE IN A WAY SO AS TO MINIMIZE DISRUPTION IN SERVICE TO EXISTING USERS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL EXISTING ROAD AND DRIVEWAY SURFACES AND RELATED STRUCTURES TO ORIGINAL CONDITIONS (OR BETTER) AND GRADES, UNLESS DESIGNATED OTHERWISE ON THE DRAWINGS. THE OWNER OR OWNER'S REPRESENTATIVE AND THE CONTRACTOR SHALL TOGETHER COORDINATE THE DOCUMENTATION OF EXISTING GRADES AND OTHER INFORMATION PRIOR TO ALL CONSTRUCTION ACTIVITIES.
6. THE CONTRACTOR SHALL HAVE A COMPLETE AND UPDATED SET OF ENGINEERING CONSTRUCTION DRAWINGS AND ANY REQUIRED PERMITS ON SITE AT ALL TIMES. IF NO PLANS ARE ON THE PROJECT SITE, CONSTRUCTION ACTIVITIES MAY BE HALTED AT THE DISCRETION OF THE OWNER.
7. BEFORE WORK BEGINS, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND MUST NOTIFY THE REQUIRED PARTIES AT LEAST 24 HOURS IN ADVANCE OF COMMENCING CONSTRUCTION ACTIVITIES.
8. ALL SURPLUS MATERIAL, TOOLS, AND TEMPORARY STRUCTURES, FURNISHED BY THE CONTRACTOR, SHALL BE REMOVED FROM THE PROJECT SITE BY THE CONTRACTOR. ALL DEBRIS AND RUBBISH CAUSED BY THE OPERATIONS OF THE CONTRACTOR SHALL BE REMOVED, AND THE AREA OCCUPIED DURING CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO ITS ORIGINAL CONDITION, WITHIN 48 HOURS OF PROJECT COMPLETION.
9. ALL ROAD CONSTRUCTION SHALL CONFORM TO THE THE TETON COUNTY HIGHWAY AND STREET GUIDELINES FOR DESIGN AND CONSTRUCTION AND THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPCW-LATEST EDITION AS AMENDED). THE CONTRACTOR IS REQUIRED TO MAINTAIN A COPY OF EACH STANDARD ON THE JOB SITE WHILE WORK IS BEING PERFORMED. IN CASES OF CONFLICT BETWEEN THE STANDARDS, THE CONTRACTOR SHALL FOLLOW THE TETON COUNTY STANDARDS FIRST.
10. EXISTING TOPOGRAPHIC DATA SHOWN ON THESE DRAWINGS IS FROM THE "TOPOGRAPHIC SURVEY & CROSS SECTIONS - DARBY CREEK AT S200E" BY JORGENSEN ASSOCIATES, P.C., DATED NOVEMBER 25, 2013. VERTICAL DATUM NAVD 88.
11. ALL SUB-GRADE AND ROAD AGGREGATES SHALL BE COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY, AS DETERMINED BY ASTM D698. EXISTING IN PLACE SOILS THAT ARE TO BE USED FOR SUB-GRADE SHALL BE SCARIFIED TO A DEPTH OF 6" (INCHES) AND THEN SHALL BE RECOMPACTED TO THE ABOVE REFERENCED DENSITY. ALL EXISTING VEGETATION AND TOPSOIL MUST BE STRIPPED PRIOR TO SUB-GRADE SCARIFICATION AND RECOMPACTION.
12. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS AND SAFETY CODES IN THE CONSTRUCTION OF ALL IMPROVEMENTS.
13. EXCAVATIONS SHALL BE ADEQUATELY SHORED AND BRACED TO PREVENT COLLAPSE.
14. TOPSOIL, VEGETATION, AND UNSTABLE OR FROZEN SOIL SHALL BE REMOVED PRIOR TO CONSTRUCTING STRUCTURES OR EMBANKMENTS.
15. SEE BRIDGE INSTALLATION NOTES FOR ADDITIONAL BACKFILL AND COMPACTION REQUIREMENTS.



- NOTE:
- \* D OR 12" WHICHEVER IS GREATER
  - \*\* MECHANICAL COMPACTED BACKFILL. PLACE IN 6" LAYERS.

## CULVERT INSTALLATION NOT TO SCALE

## EROSION CONTROL NOTES

1. TO THE EXTENT PRACTICABLE, EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO GRADING ACTIVITIES. AT ALL TIMES DURING PROJECT CONSTRUCTION, ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AND REPAIRED AS NEEDED TO PREVENT ACCELERATED EROSION ON THE SITE AND ANY ADJACENT PROPERTIES. KEEP LAND DISTURBANCE TO A MINIMUM. PLAN THE PHASES OF CONSTRUCTION SO THAT ONLY THE AREAS ACTIVELY BEING DEVELOPED ARE EXPOSED. ALL OTHER AREAS SHOULD HAVE NATURAL VEGETATION PRESERVED, HAVE GOOD TEMPORARY COVER, OR PERMANENT VEGETATION ESTABLISHED.
2. ALL TOPSOIL, WHERE PHYSICALLY PRACTICABLE, SHALL BE SALVAGED AND NO TOPSOIL SHALL BE REMOVED FROM THE SITE. TOPSOIL AND OVERBURDEN SHALL BE SEGREGATED AND STOCKPILED SEPARATELY. RUNOFF FROM STOCKPILED AREA SHALL BE CONTROLLED TO PREVENT EROSION AND SEDIMENTATION.
3. PERMANENT VEGETATIVE COVER SHALL BE APPLIED TO DISTURBED AREAS WITHIN 14 DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY VEGETATIVE COVER SHALL BE APPLIED WITHIN 14 DAYS TO DISTURBED AREAS WHICH MAY NOT BE AT FINAL GRADE, BUT WILL BE LEFT DORMANT FOR LONGER THAN 60 DAYS.
  - TEMPORARY VEGETATIVE COVER SHALL CONSIST OF ANNUAL RYEGRASS AT 40 LBS PLS/ACRE. SEEDED AREAS SHALL BE HYDROMULCHED WITH A WOOD FIBER AND TACKIFIER AT 1 TON/ACRE.
  - PERMANENT VEGETATIVE COVER - DROUGHT TOLERANT NATIVE GRASS SEED MIXTURE.
4. ALL DISTURBED AREAS SHALL RECEIVE PERMANENT VEGETATIVE COVER AS DESCRIBED ABOVE. ALL CUT OR FILL SLOPES WITH 3 TO 1 OR GREATER SLOPE SHALL BE COVERED WITH EROSION CONTROL MATTING OR HYDROMULCHED WITH A WOOD FIBER AND TACKIFIER AT 1 TON/ACRE.
5. ALL EROSION CONTROL MEASURES SHALL BE INSPECTED BY THE OWNER, OR OWNER APPROVED AGENT, AFTER ALL STORM EVENTS. ANY EROSION CONTROL MEASURES WHICH ARE DAMAGED PRIOR TO RE-ESTABLISHMENT OF VEGETATIVE COVER SHALL BE REPLACED IMMEDIATELY. THE REPAIR OF ANY COMPONENT OF THE SYSTEM SHALL BE MADE AS SOON AS POSSIBLE TO PREVENT ANY POTENTIAL POLLUTANTS, INCLUDING SILT, FROM EXITING THE DISTURBED AREA.

### MAINTENANCE SCHEDULE DURING CONSTRUCTION

SEDIMENT CONTROL	INSPECTION	MAINTENANCE THRESHOLDS	MAINTENANCE ACTION
STRAW WATTLE OR SILT FENCE	WEEKLY & AFTER 0.5 INCHES OF RAINFALL	SYSTEM INTEGRITY IS COMPROMISED	CLEAN OUT SEDIMENT REPLACE IF DAMAGED

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL TEMPORARY EROSION CONTROL DEVICES AFTER THE ESTABLISHMENT OF FULL VEGETATION.
7. MEANS OF EROSION AND SEDIMENT PROTECTION AS NOTED ON THE DRAWINGS INDICATE THE MINIMUM PROVISIONS NECESSARY. ADDITIONAL MEANS OF PROTECTION SHALL BE PROVIDED BY THE CONTRACTOR AS REQUIRED FOR CONTINUED OR UNFORESEEN EROSION PROBLEMS, AT NO ADDITIONAL EXPENSE TO THE OWNER.
8. CONSTRUCTION OPERATIONS SHALL BE PERFORMED TO PREVENT EROSION, SEDIMENT, AND DEBRIS FROM ENTERING DARBY CREEK.
9. CONSTRUCTION OPERATIONS SHALL BE PERFORMED TO PREVENT DISTURBANCE TO WETLAND AREAS. NO AREAS DESIGNATED AS WETLANDS ARE TO BE FILLED WITHOUT FIRST OBTAINING NECESSARY PERMITS FROM THE ARMY CORPS OF ENGINEERS. NO IN-STREAM CONSTRUCTION ACTIVITIES SHALL BE PERFORMED IN DARBY CREEK WITHOUT FIRST OBTAINING NECESSARY PERMITS FROM THE ARMY CORPS OF ENGINEERS.

## REVEGETATION NOTES

1. CLEAR AND GRUB AREAS OF PROPOSED GRADING. EXISTING PLANT MATERIALS MAY BE SALVAGED FOR TRANSPLANTING. STRIP EXISTING TOPSOIL IN AREAS OF PROPOSED EARTHWORK. STOCKPILE TOPSOIL AND SAVE FOR RE-USE AFTER ROUGH GRADING IS COMPLETED.
2. TOPSOIL AND OVERBURDEN SHALL BE REDISTRIBUTED WITHIN THE GRADED AREA AFTER ROUGH GRADING TO PROVIDE A SUITABLE BASE FOR AREAS WHICH WILL BE SEEDED AND PLANTED. SPREAD A MINIMUM OF 4" OF TOPSOIL OVER ALL DISTURBED AREAS. PROVIDE IMPORTED TOPSOIL IF STRIPPED AND SALVAGED TOPSOIL QUANTITIES ARE INSUFFICIENT.
3. SEED AND MULCH ALL DISTURBED AREAS WITH A DROUGHT TOLERANT NATIVE SEED MIXTURE TO MATCH EXISTING ADJACENT NATIVE VEGETATION.
4. PROVIDE CONTINUOUS MAINTENANCE INCLUDING WATERING, WEED CONTROL, AND RE-SEEDING AS NECESSARY UNTIL THE VEGETATION IS ESTABLISHED.

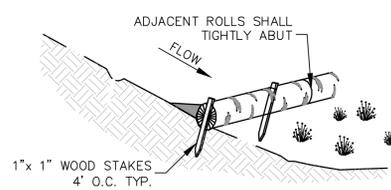
### INSTALLATION:

WHEN INSTALLING RUNNING LENGTHS OF WATTLES, BUTT THE SECOND WATTLE TIGHTLY AGAINST THE FIRST, DO NOT OVERLAP THE ENDS. STAKE THE WATTLES AT EACH END AND FOUR FOOT ON CENTER. FOR EXAMPLE:

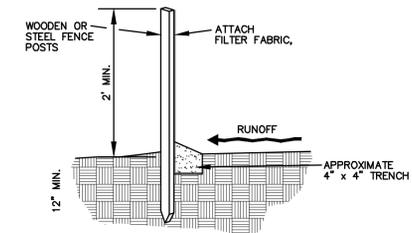
- A 25 FOOT WATTLE USES 6 STAKES
- A 20 FOOT WATTLE USES 5 STAKES
- A 12 FOOT WATTLE USES 4 STAKES

STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE, LEAVING 2 - 3 INCHES OF THE STAKE PROTRUDING ABOVE THE WATTLE. A HEAVY SEDIMENT LOAD WILL TEND TO PICK THE WATTLE UP AND COULD PULL IT OFF THE STAKES IF THEY ARE DRIVEN DOWN TOO LOW. IT MAY BE NECESSARY TO MAKE A HOLE IN THE WATTLE WITH A PICK END OF YOUR MADDOX IN ORDER TO GET THE STAKE THROUGH THE STRAW. WHEN STRAW WATTLES ARE USED FOR FLAT GROUND APPLICATIONS, DRIVE THE STAKES STRAIGHT DOWN; WHEN INSTALLING WATTLES ON SLOPES, DRIVE THE STAKES PERPENDICULAR TO THE SLOPE.

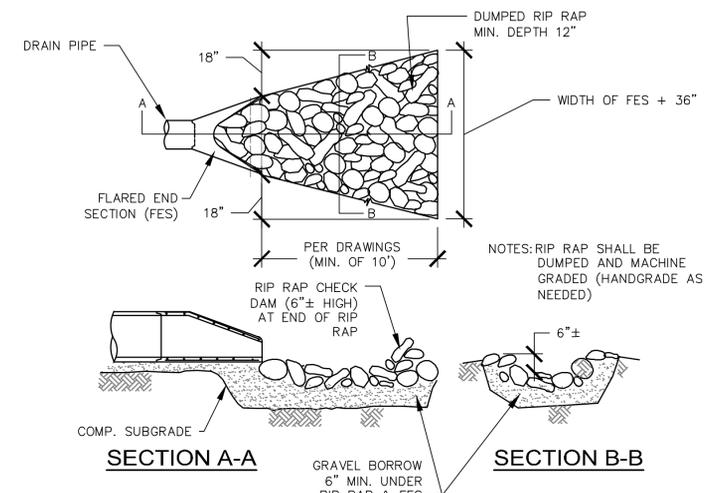
DRIVE THE FIRST END STAKE OF THE SECOND WATTLE AT AN ANGLE TOWARD THE FIRST WATTLE IN ORDER TO HELP ABUT THEM TIGHTLY TOGETHER. IF YOU HAVE DIFFICULTY DRIVING THE STAKE INTO EXTREMELY HARD OR ROCKY SLOPES, A PILOT BAR MAY BE NEEDED TO BEGIN THE STAKE HOLE.



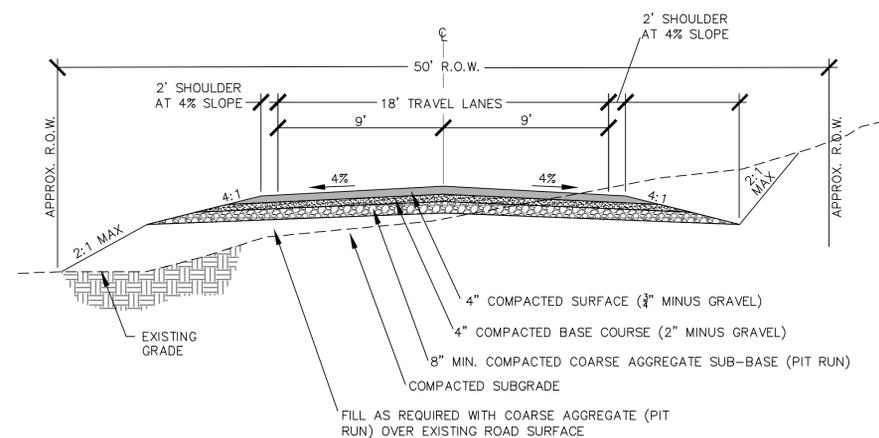
## STRAW WATTLES NOT TO SCALE



## SILT FENCE DETAIL NOT TO SCALE



## RIP RAP DETAIL NOT TO SCALE



## TYPICAL ROADWAY SECTION NOT TO SCALE

NOTE: ALL SCALES INDICATED ARE FOR 24" X 36" PLOTTED SHEETS

DATE: 8/8/2014

REVISIONS:



SCALE: AS SHOWN

DESIGNED BY: RGB

DRAWN BY: RGB

CHECKED BY: JFZ

PROJ. #: 13015078-1

SHEET #

C-302

DESIGN DRAWINGS  
**DARBY CREEK ASSESSMENT REPORT**  
**COUNTY ROAD S2000E PROJECT AREA**  
**TETON COUNTY, IDAHO**

PREPARED FOR:



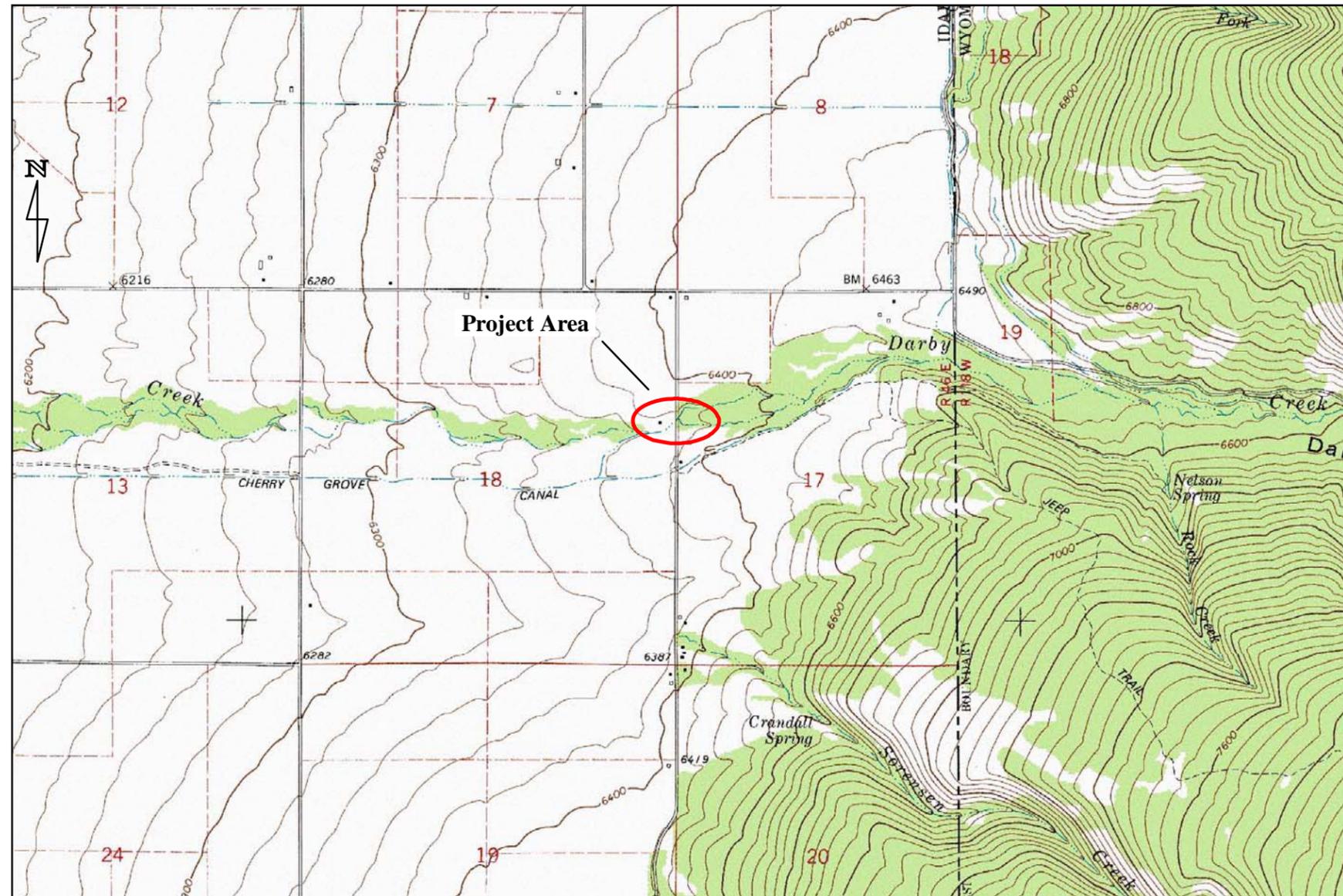
Teton County Engineering Department  
 Teton County Courthouse, 150 Courthouse Drive, Room 117, Driggs, ID 83422

**DRAWING INDEX**

- Sheet 1 TITLE SHEET
- Sheet 2 TREATMENT AREA
- Sheet 3 TREATMENT DETAIL



Teton County, Idaho



Project Vicinity Map  
 USGS Quadrangle: Driggs, ID; T04N, R46E, Secs 17 & 18  
 Scale: 1 inch = 2,000 feet



PO Box 8578, 140 E. Broadway, Suite 23  
 Jackson, WY 83002; ph: 307-733-4216

**TITLE SHEET**  
 Darby Creek Assessment Report  
 County Road S2000E Project Area  
 Teton County, Idaho

Design Drawings  
 Date: 6/12/2014

**SHEET 1**

**LEGEND**

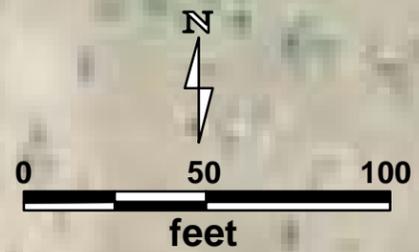
-  Design Channel Area
-  Design Bankfull/Floodplain Bench
-  Channel Grading (Excavation) to Design Geometry
-  Cross Section Location
-  Bridge Structure
-  Bank Treatment



PO Box 8578, 140 E. Broadway, Suite 23  
Jackson, WY 83002; ph: 307-733-4216

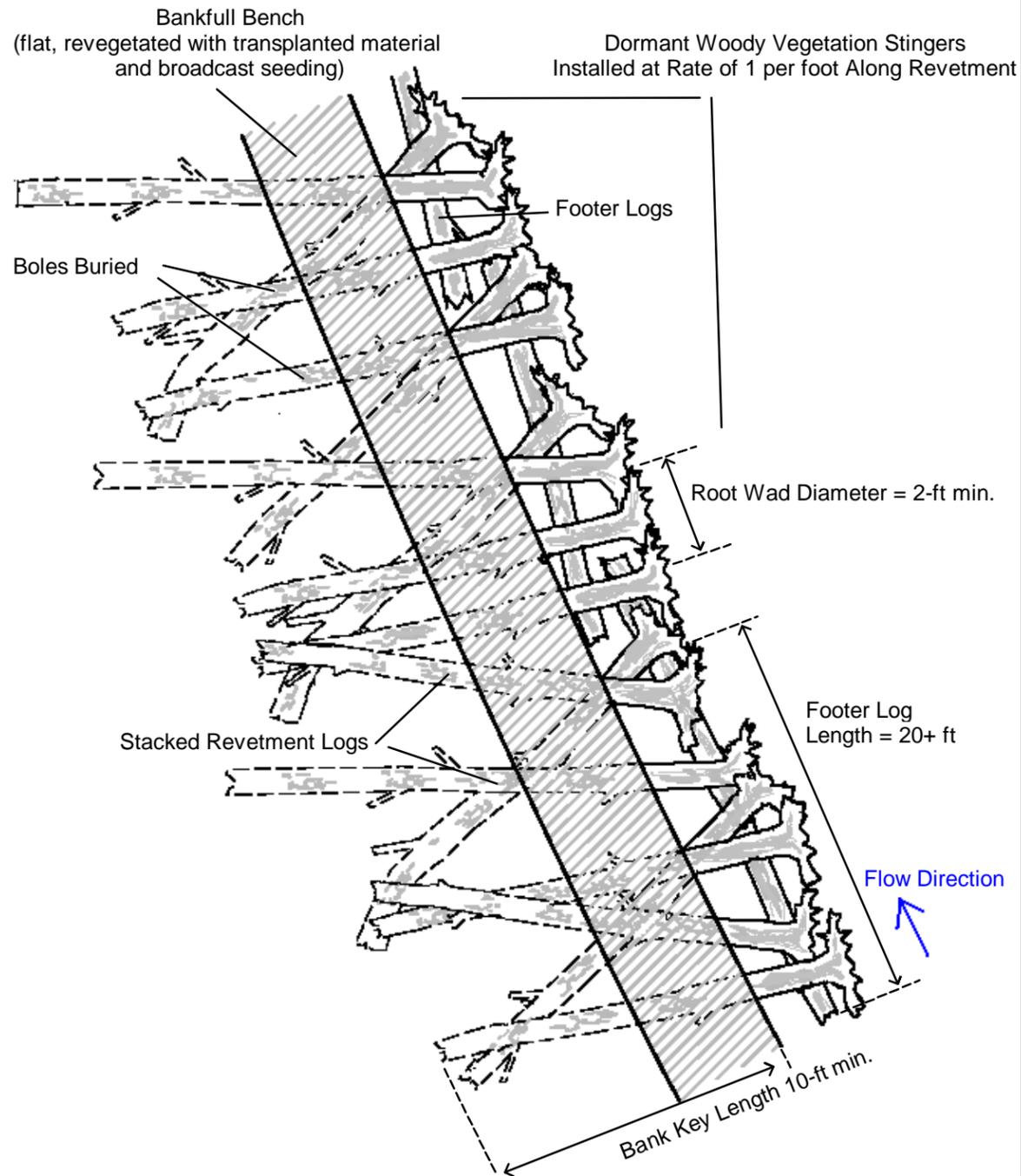
**TREATMENT AREA**

Darby Creek Assessment Report  
County Road S200E Project Area  
Teton County, Idaho



Design Drawings  
Date: 6/12/14  
Scale: 1 in = 50 ft  
2013 Aerial Photograph

**ROOT WAD/LOG REVETMENT PLAN VIEW**



Root Wad Treatment	Specification
Length of revetment log (with rootwad or broken end)	~10 ft
Bank key length	10 ft
Footer log length	20+ ft
Footer log diameter	18 in (min.)

**Work Description:**

Rootwad/log revetment installation includes the preparatory work and operations necessary to install complete structures at locations listed on Sheet 2. All materials for wood revetments are identified and shall meet the specifications listed on Sheet 3. Design consultant shall survey and mark the construction location for each root wad revetment structure prior to construction. Dewatering may be required for structure installation. Dewatering discharge, if necessary, shall be directed to a settling basin approved by the design consultant. Contractor shall install BMPs as approved by design consultant.

Contractor shall excavate trench for structure and stockpile excavated alluvium for backfill. Contractor shall install the footer logs as per specifications on Sheet 3.

Contractor shall install the revetment logs as per orientation described on Sheet 3. The most upstream root wad shall not protrude into the channel and shall be flush with the bank line. Root wads shall not extend above the bankfull elevation. Contractor shall backfill up to the top of the root wad logs with stockpiled alluvium, and then compact with bucket compaction. Exposed ends shall not be sawed; exposed ends shall include a rootwad or shall be broken. Design consultant shall inspect materials and final elevations of structures prior to contractor commencing construction of final channel grading and backfill.

**Woody Vegetation Component**

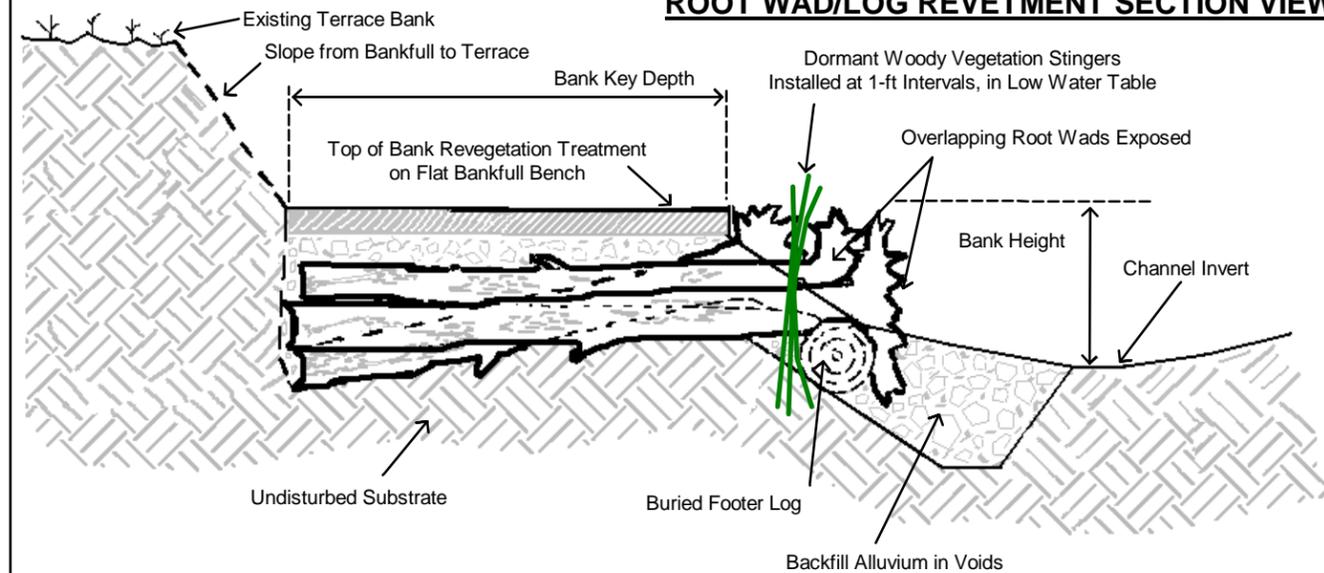
Cuttings of woody species approved by the design consultant) will be installed along the bank edge of all root wad revetment treatment. individual cuttings shall be installed at 1 foot spacing along treatment length. Clump transplants can be substituted for cutting installations, as approved by the design consultant.

Cuttings from willows (and other approved species) will be used in the bioengineering effort. Willows in the vicinity of the project area provide an excellent source for site-adapted cuttings. Willow cuttings should be collected in the fall after abscission (leaf-fall) or in the spring before leaf-out. Cuttings will have a minimum diameter of 3/4-inch and be comprised of wood that is at least 2 years old. Tops of the cuttings shall be painted with latex paint, bundles of cuttings shall be tied together with twine, and bundles shall be completely submerged in water for a minimum of 7 days prior to installation.

**Topsoil Salvage and Storage**

Topsoil within the areas that will be excavated, severely disturbed, or compacted shall be removed and stockpiled. Care shall be taken not to mix subsoil with the topsoil. Weed-infested topsoil should not be salvaged, but should instead be used as deep fill. Subsoil should be stockpiled separately and may, depending on composition, be mixed with compost and other amendments and used to make up for any topsoil shortage during revegetation efforts.

**ROOT WAD/LOG REVETMENT SECTION VIEW**



**TREATMENT DETAIL**

Darby Creek Assessment Report  
County Road S200E Project Area  
Teton County, Idaho

Design Drawings  
Date: 6/12/2014

**SHEET 3**



PO Box 8578, 140 E. Broadway, Suite 23  
Jackson, WY 83002 ph: 307-733-4216

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR for  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Modified from

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

For The

**S2000E Darby Creek Bridge**

DRAFT

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION  
CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between \_\_\_\_\_ Teton County \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_  
\_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Removal of existing bridge, installation of new steel bridge, abutments and associated stream/road work.**

**THE PROJECT**

- 1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **S2000E Darby Creek Bridge Project**

**CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

- B. The Work will be substantially completed on or before January 16, 2015, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before January 23, 2015.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties 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 \$100 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion

until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$100 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

## **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## **ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 14th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at substantial completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER'S sole discretion, reduce the amount of retainage being held.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

**ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
  - E. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. The Contractor is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).
- J. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 1, inclusive).
  - 3. Payment bond (pages 1 to 1, inclusive).
  - 4. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached).
  - 5. Supplementary Conditions (pages 1 to 3, inclusive).
  - 6. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction (not attached).
  - 7. Drawings and Specifications consisting of 10 sheets with each sheet bearing the following general title: Darby Creek Bridge S2000E
  - 8. Addenda (numbers to , inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages to , inclusive).
  - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed
    - b. Work Change Directives.
    - c. Change Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### *10.01 Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### *10.02 Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### *10.03 Successors and Assigns*

- A. 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 to all covenants, agreements, and obligations contained in the Contract Documents.

### *10.04 Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents ~~may~~ ~~shall~~ be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### *10.05 Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Idaho Public Works

Contractors License No.: \_\_\_\_\_

**SUPPLEMENTARY CONDITIONS  
OF THE  
CONSTRUCTION CONTRACT**

**modified From**

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

**For The**

**S2000E Darby Creek Bridge Project**

SUPPLEMENTARY CONDITIONS  
Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, ISPWC Division 100 EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-2.02 *Copies of Documents*

**SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:**

- A. Owner shall furnish to Contractor up to 1 printed or hard copies of the Drawings and Project Manual and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.**

SC-4.02 *Subsurface and Physical Conditions*

**SC-4.02 Add the following new paragraphs immediately after Paragraph 4.02.B:**

- A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner other than those provided in the contract documents.**

SC-4.05 *Reference Points*

**SC-4.05.A Add the following to the end of the paragraph:**

**At the discretion of the Owner, any stakes or benchmarks that are carelessly or willfully destroyed or disturbed by the Contractor will be replaced by the Owner and the cost charged to the Contractor.**

SC-4.06 *Hazardous Environmental Conditions*

**SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:**

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.**

**B. Not Used.**

SC-5.04 *Contractor's Insurance*

**SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:**

**C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:**

SC-6.02 *Labor; Working Hours*

**SC-6.02 Add the following language at the end of Paragraph 6.02.B of the General Conditions:**

**B. Contractor (and subcontractors) regular working hours consist of up to 10 working hours within a 11-hour period between 7:00 a.m. and 6:00 p.m. on a regularly scheduled basis, excluding Sundays and holidays.**

# PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

Teton County Idaho  
150 Courthouse Drive  
Driggs, ID 83422

CONTRACT

Effective Date of Agreement:

Amount (Figures):

Description (*Name and Location*): S2000E Darby Creek Bridge in Teton County

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
(Seal)  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
(Seal)  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated

to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner’s Representative *(Engineer or other)*:

# PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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CONTRACTOR (*Name and Address*):                      SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

Teton County Idaho  
150 Courthouse Drive  
Driggs, ID 83422

CONTRACT

Effective Date of Agreement:

Amount (Figures):

Description (*Name and Location*):      S2000E Darby Creek Bridge in Teton County

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
  - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – <i>(Name, Address and Telephone)</i> Surety Agency or Broker: Owner's Representative <i>(Engineer or other party)</i> :
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