



CITY OF DRIGGS

60 S Main St
PO Box 48
Driggs, ID 83422
(208) 354-2362

Plans, Specifications and Bid Documents

For

SOUTH 4th STREET IMPROVEMENTS PROJECT

CONTRACT ADMINISTRATOR

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CITY ENGINEER

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PROJECT PLANS ATTACHED SEPARATELY

INVITATION TO BID

The City of Driggs, Idaho is accepting sealed bids at the business office of the City Clerk, 60 S Main St, until 1 P.M., prevailing local time, July 1, 2026 for the following project:

S 4TH STREET IMPROVEMENTS

At 1:05 P.M. on the same day all proposals will be publicly opened and read aloud in the City Hall Council Chambers, 60 S Main Street.

The project consists of: the construction of approximately 650ft of new asphalt street with adjacent concrete sidewalk, and new buried water and sewer main lines, as well as water and sewer service stubs, a 100ft ditch culvert, landscape repair, traffic control and other items per project drawings and specifications.

Bid forms, bidding instructions and conditions, contract documents, plans and specifications may be obtained at Driggs City Hall, 60 S Main Street, for a non-refundable fee of \$20.00, or online at www.driggsidaho.org/bids-rfp.

A non-mandatory pre-bid meeting will be held at 10 a.m., local time, on Wednesday, June 24th, at the Driggs City Hall Council Chambers, 60 S Main St.

Idaho Public Works Licenses are not required to bid but are required prior to contract award.

The City of Driggs, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 hereby notifies all bidders that no bidder will be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.

Any objections to the contents or terms of the Specifications shall be raised to the City of Driggs at least three (3) days prior to bid opening or it shall be deemed to have been waived.

The City reserves that right to reject any and all bids.

Published in the Teton Valley News on June 17th and June 24, 2026.

BID PROPOSAL

TO: Mayor and City Council
City of Driggs, Idaho

Date: _____

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Driggs, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for S 4TH STREET IMPROVEMENTS, specified herein and which construction documents are on file with the City Clerk, 60 S Main St, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made him/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. The undersigned further agrees that the CITY shall have the right to accept or reject any bid deemed to be in the best interest of the City.
6. The undersigned agrees to order all necessary equipment and materials within a period of ten (10) days after Notice to Proceed has been issued by the City Engineer.
7. The undersigned, as a bidder, acknowledges that Addenda Number _____ through _____ have been delivered to him and have been examined as part of the contract documents.
8. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
9. The undersigned agrees to obtain the appropriate Idaho Public Works license prior to contract award if not already licensed.
10. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16. License No.'s may be given as 'pending'.

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
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a. _____

b. _____

c. _____

12. The undersigned has included with the bid the following forms and information:

- a. Bid Schedule
- b. Bidder's Non-Collusion Affidavit
- d. Drug Free Workplace Affidavit
- e. Proposal Guarantee (bid bond or cashier's check) in the amount of 5% of the bid total

13. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for S 4TH STREET IMPROVEMENTS as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE
S 4th STREET IMPROVEMENTS

Ref. No.	Description	Approx. Quantity	Unit	Unit Price / Labor + Materials	Total
001	Clearing and Grubbing and Removal of Obstructions	1.3	AC		
002	Excavation	300	C.Y.		
003	Water Pipe - 8" Dia. - Class 51 Ductile Iron	630	L.F.		
004	Water Pipe - 10" Dia. - Class 51 Ductile Iron	90	L.F.		
005	Fire Hydrant Assembly	2	Ea.		
006	Water Services, 1"	28	Ea.		
007	Gravity Sewer Pipe - 8" Dia. - SDR 35	605	L.F.		
008	Sanitary Sewer Manhole - 4' DIA.	2	Ea.		
009	Connection to Existing Manhole Size Unknown	1	Ea.		
010	Sewer Service Line - 4"	28	Ea.		
011	Culvert, 18" Dia. CMP	170	L.F.		
012	Irrigation Ditch - 230' LF, 3' wide by 1.5' deep	235	L.F.		
013	Curb and Gutter, Concrete Ribbon Curb	1,330	LF		
014	Concrete Sidewalk, 5' wide by 5" deep, (Includes Base Material)	740	S.Y.		
015	Detectable Warning Domes, Set in Concrete	12	Ea.		
016	Imported 6" minus Aggregate Sub-Base, Pit Run Gravel	620	C.Y.		
017	Imported 3/4" Minus Crushed Aggregate Base (Roadway)	340	C.Y.		
018	Plant-Mix Asphalt Paving	410	Ton		
019	Traffic Control Barricade, Type 3	2	Ea.		
020	Permanent Signing with Post	1	Ea.		
021	Painted Pavement Markings	360	S.F.		
022	Thermoplastic White Crosswalk & Stop Bar	275	S.F.		

023	Reference and Reset Survey Monuments	1	L.S.		
024	Provide and Place Clean Topsoil 4" Deep	2,722	S.Y.		
025	SODDING	2,722	S.Y.		
026	Screen and Place On-Site Stockpiled Topsoil 4" Deep	680	S.Y.		
027	Native Grass Reclamation SEED Mix	680	S.Y.		
028	Erosion and Sediment Control, SWPPP	1	L.S.		
029	Construction Traffic Control	1	L.S.		
030	Equipment Mobilization & Demobilization	1	L.S.		
031	Construction Staking Survey	1	L.S.		
032	QC Materials and Construction Testing	1	Ea.		
033	Design-build IRRIGATION system with Service, Meter, and Hotbox	1	L.S.		
034	Contingency Amount - Misc. Work	1	CA	\$39,000.00	\$39,000.00

TOTAL BID: _____

Firm Name of Bidder

Mailing Address

Signature of Bidder

Public Works License Number

Official Title

State of Incorporation (if Incorporated)

SEAL (if incorporated)

Dated at _____ This _____ day of _____, 2026

BIDDER'S DRUG-FREE WORKPLACE AFFIDAVIT

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____
COUNTY OF _____

The undersigned being duly sworn upon oath, deposes and says that _____ complies
(Contractor Name)
with the provision of Section 72-1717 Idaho Code (Drug Free Workplace program) that

_____ provides a drug-free workplace program that complies with the provisions of
(Contractor Name)
Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life of a state

construction contract and that _____ shall subcontract work only to subcontractors
(Contractor Name)
meeting the requirements of Idaho Code, Section 72-1717(1) (a).

Name of Contractor

Address

By _____
(Signature)

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public for _____
Residing at _____
My Commission Expires _____

CONSTRUCTION CONTRACT
S 4TH STREET IMPROVEMENTS

THIS AGREEMENT, dated this ____ day of May, 2026, by and between the City of Driggs Idaho, a municipal corporation of the State of Idaho (hereinafter, "City") and _____, (hereinafter, "Contractor"):

WITNESSETH:

WHEREAS, pursuant to the invitation of the City, extended through an officially published "Advertisement for Bids", the Contractor did, in accordance therewith file with the City a proposal containing an offer which was invited by said notice; and

WHEREAS, the City has determined that said offer was the lowest qualified proposal submitted:

NOW THEREFORE, the parties to this Contract, in consideration of the mutual covenants and stipulations set out, agree as follows:

ARTICLE 1.
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City and the Contractor concerning the work to be performed are this Contract, pages one (1) through (4) and the following:

1. Advertisement for Bids;
2. Project Plans & Specifications titled: S 4th Street Extension;
3. Bid/Proposal of the Contractor, dated July 1, 2026, to be physically attached to this Contract;
4. Performance and Payment Bonds and Insurance Certificates, to be physically attached to this Contract;
5. Change Orders, which may be delivered or issued after the effective date of this Agreement;
6. Addendum No. _____, issued prior to opening of bids, to be physically attached to this contract;

There are no Contract Documents other than those listed in Article 1. This Contract may only be amended by change order as provided in the General Conditions.

ARTICLE 2.
WORK

The Contractor shall complete the entire work as specified, indicated and required under the Contract Documents.

ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Contract shall be substantially complete on or before October 1, 2026, unless adjustment of the contract time is made in accordance with the provisions of the Contract Documents. The Contractor shall begin work in conformance with the Contract Documents and shall complete the work prior to the applicable date of completion.

**ARTICLE 4.
CONTRACT SUM**

The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents in current funds the amount of _____ (_____). Said Contract Sum shall be paid in accordance with the Contract Documents.

**ARTICLE 5.
INDEPENDENT CONTRACTOR**

The parties warrant by their signature that no employer-employee relationship is established between the Contractor and the City by the terms of this contract. It is understood by the parties hereto that the Contractor is an independent contractor and as such neither it nor its employees, agents, representatives or subcontractors, if any, are employees of the City for purposes of tax, retirement system, or social security (FICA) withholding.

**ARTICLE 6.
SCOPE OF SERVICES**

The Contractor shall perform all services required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this project.

**ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION**

In addition to other rights granted the City by the Contract Documents, the Contractor shall indemnify and save harmless the City Engineer and the City, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or his subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or his subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

**ARTICLE 8.
CONFLICT OF INTEREST**

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that, in performing this Contract, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Contract, Contractor shall immediately disclose such conflict to the City Engineer and the City.

**ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY**

This Contract and the exhibits hereto contain the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party are valid or binding unless contained herein. This contract may not be enlarged, modified or altered except upon written agreement signed by the parties hereto. The Contractor may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder other than as contemplated by the Contract Documents, without the prior written consent and express authorization of the City of Driggs.

**ARTICLE 10.
ADHERENCE TO LAW REQUIRED**

All applicable local, state and federal statutes and regulations are hereby made a part of this contract and shall be adhered to at all times. Violation of any of these statutes or regulations by the Contractor shall be deemed material and shall subject the Contractor to termination of this contract for cause. No pleas of misunderstanding or ignorance on the part of the

Contractor will in any way serve to modify the provisions of this requirement. The Contractor and his surety shall indemnify and save harmless the City and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself, his employees, or his subcontractors.

**ARTICLE 11.
LEGAL FEES**

In the event either party incurs legal expenses to enforce the terms and conditions of this contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

**ARTICLE 12.
SPECIAL WARRANTY**

The Contractor warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Contract. The Contractor further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Contract. Any such activity by the Contractor shall make this Contract null and void.

**ARTICLE 13.
COMMUNICATIONS**

Such communications as are required by this contract shall be satisfied by mailing or by personal delivery to the parties at the following address:

Contractor:

City: City of Driggs
PO Box 48
Driggs, Idaho 83422

IN WITNESS WHEREOF, said Contractor and the City have caused this Contract to be executed on the day and year first above written.

Contractor:

City:

by:

August Christensen, Mayor

ATTEST:

Kreslyn Schuehler, City Clerk

Approved As To Form:

Sam Angell, City Attorney

ACKNOWLEDGMENT

On this _____ day of _____, 2026, before me, a Notary Public of the State of Idaho, personally appeared _____, in his official capacity as _____, known to me to be the person described in the above document and acknowledged to me he executed the same.

SEAL

Notary Public residing at _____.
My Commission expires _____

INSTRUCTION TO BIDDERS

IB-1. INTENT OF PLANS AND SPECIFICATIONS

It is the intention of these specifications to provide for careful, thorough and workmanlike construction procedure in the installation of material and equipment and in the manufacture or delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material, equipment and labor necessary to complete said contract in accordance with all of its terms and conditions. All contracts shall be awarded subject to those instructions to bidders.

The plans and specifications shall be considered and used together; anything appearing as a requirement of either shall be accepted as applicable to both even though not stated therein or shown. All specifications and notes appearing on the plans shall have the same force and effect as though they were repeated herein.

IB-2. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION

Plans and specifications are on file in the office of the City Clerk. Copies of same may be obtained from the City Clerk by making payment of Twenty dollars (\$20.00) plus tax. Digital plans and specifications are also available for free download from the city's website at <https://driggsidaho.org/bids-rfp>. Additional information relative to same may be obtained from the City Engineer.

IB-3. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

Bidders shall satisfy themselves by personal examination of the plans, specifications, and site of the proposed improvement, and by any other examinations and investigation which they may desire to make, as to the accuracy of the estimate of quantities, the nature of the soil, conditions of the project site, and difficulties to be encountered.

IB-4. PREPARATION AND DELIVERY OF BID

Bids shall be prepared and submitted upon the Bid Form supplied by the city. Each and every blank provided for in the Bid Form shall be filled in with ink or typing. Bids that are incomplete or submitted on an unauthorized form, may be rejected as informal.

ALL BIDS SHALL INCLUDE THE FOLLOWING:

- Bid Schedule
- Proposal Guaranty (bid bond or cashier's check) in the amount of 5% of the total bid
- Bidder's Non-Collusion Affidavit
- Bidder's Drug Free Workplace Affidavit

Failure to properly execute and submit any of these documents as part of the bid may render the bid as being incomplete and may become cause for rejection of the bid.

After the date and hour set for the opening of the bids, no bidder may withdraw his/her proposal unless award of contract is delayed for a period exceeding the time limits described in IB-6, AWARD OF CONTRACT.

The City Council reserves the right to reject any or all bids, any or all schedules or to accept the bid or schedule deemed to be in the best interest of the City of Driggs.

IB-5. QUALIFICATIONS OF BIDDER

The owner desires that this project shall be built by a contractor who is competent and adequately financed. The Owner may request the Bidder to submit a written statement to show experience in construction work of this character as an indication of qualification and business standing. If required, the Bidder may make his/her statement in such form as may seem appropriate; said statement shall be notarized.

IB-6. AWARD OF CONTRACT

The contract will not be awarded until the owner is satisfied the successful bidder is reasonably familiar with the class of work upon which he/she has submitted a proposal and has the necessary capital and tools to satisfactorily perform the same. The owner may request and the bidder must provide the owner with a current balance sheet and a list of tools owned by the bidder.

Within thirty (30) calendar days after the opening of the proposals the owner will accept one of the proposals or reject all bids. The award will be made upon the basis of the proposal that, in the owner's judgment, will serve the best interest of the owner.

The contract will not be awarded until the bidder has obtained an appropriate Idaho public works license from the Idaho Public Works Contractors State License Board. Subcontractors are also subject to this requirement.

IB-7. FAILURE TO EXECUTE CONTRACT

In the event the successful bidder fails to furnish approved performance and payment bonds, execute the contract and comply with all other pertinent legal requirements within ten (10) days after notification by the city of the award of contract, the next best proposal will then be considered the successful bid and, at the discretion of the owner, be awarded the contract.

IB-8. CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES AGREEMENT

The contractors, in consideration of securing the business of erecting or constructing public works in this State, recognizing that the business in which he/she is engaged is of a transitory character, and that in the pursuit thereof, his/her property used therein may be outside of the State when taxes, excises, or license fees to which he/she is liable become payable, agrees:

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

IB-9. PERFORMANCE PERIOD

Construction shall commence and be completed between July 15, 2026 and September 30, 2026. See General Condition GC-13 for the assessment of liquidated damages.

IB-10. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK

The bidder shall submit a proposal for all divisions, if applicable. Considerations of proposals for each division of work shall be made separately (i.e. one bidder may be awarded one division another bidder may be awarded one of the other divisions).

IB-11. CONTRACTORS TO BE LISTED ON BID

All bidders shall comply with Idaho Code Section 67-2310. **Failure to comply with Idaho Code Section 67-2310 shall render such bid unresponsive and void.** Information provided pursuant to this section must be current and correct as of the date of the submission of the bid. Do not use the term "mechanical" when identifying any work to be performed on this project.

Public Works Licenses are not required to bid but licenses are required prior to contract award. The prime contractor shall submit with his/her proposal a list of the Contractors and their license numbers. The name, address and bid amount for each Contractor to be utilized on the project must appear on the bid.

GENERAL CONDITIONS

GC-1. COMPLIANCE

The Contractor shall observe and comply with all Federal, State, and Local laws, codes, ordinances, and regulations, including all licensing and permit requirements which, in any manner, apply to the work being performed under this contract. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of this requirement. The Contractor and his/her surety shall indemnify and save harmless the City and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself/herself, his/her employees, or his/her subcontractors.

All work shall be completed in accordance with the specifications and plans established for this project.

GC-2. DEFINITIONS

Architect	The Project Architect, if such is designated by the Contract Documents.
Attorney	The City Attorney of Driggs, Idaho.
City	The City of Driggs, Teton County, Idaho, a municipal corporation existing under and by virtue of the laws of the State of Idaho. Action herein designated as taken by the City is to be considered the acts of the Council acting through the Mayor and Clerk.
Clerk	The duly appointed City Clerk of the City of Driggs, Idaho.
Contract Documents	These generally consist of the plans, specifications, agreement, performance bond, payment bond and proof of various types of insurance, including all modifications thereof incorporated in the documents before their execution. These are identified in the Contract.
Contractor	The person, persons, firm, partnership, corporation or other entity contracting to do the work under these specifications. The term also includes the Contractor's agents or employees.
Council	The duly elected Council of the City of Driggs, Idaho.

Contract Administrator	The Community Development Director for Driggs, also serving as Contract Administrator.
City Engineer / Construction Administrator	The City of Driggs Public Works Director, other engineers and inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned.
Subcontractor	The person, persons, firm, corporation or other entity performing work under contract with the 'Contractor' but subject, in such performance, to all the requirements of the 'Contract Documents' insofar as they are pertinent.
Bid/Proposal	The written document which is required to be signed by the bidder and which contains the formal statement of price or prices to be paid by the City for the performance required.

GC-3. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS

- A. The plans for this improvement and the specifications accompanying them shall be considered as a whole, and anything shown or called for in one and omitted in the other is as binding as if called for or shown by both. Figure dimensions shall be in all cases used in preference to scale dimensions. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words so applied having a well-known technical or trade meaning shall be held to refer to such recognized standards.
- B. The City shall furnish to the Contractor the necessary plans and specifications required for the execution of the work at no additional cost. The City shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work.
- C. The Contractor shall submit with such promptness as to cause no delay in his/her own work or in that of any other Contractor, copies of all shop drawings and schedules required for the work of various trades as required by the City Engineer, and the City Engineer shall review them with reasonable promptness, making desired corrections relating to effects on design. The Contractor shall make any corrections required by the City Engineer, file with him such corrected copies as the City Engineer shall direct, and furnish such other copies as may be needed. The City Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from drawings or specifications, unless he/she has in writing called the City Engineer's attention to such deviation at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.
- D. The Contractor shall keep one copy of all project drawings and specifications on site and in good order, available to the City Engineer and the City, and their representatives.

GC-4. ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS

No alteration or modification of the terms and conditions of the Contract Documents, except by written change order as provided herein, will be binding unless outlined in detail in a separate written addendum, and then only when properly signed and attested by the Contractor, the City, and the City Engineer.

GC-5. INVESTIGATION BY BIDDERS

The instructions to bidders cover the general scope of this investigation under the article entitled "Examination of the Plans, Specifications and Site". Bidders are specifically instructed to faithfully examine and investigate all of the bid prices submitted on their proposals. No bidder may, without the consent of the City, withdraw his/her proposal or claim damages or extra compensation by reason of any error or omission made by said bidder in preparing his/her proposal.

GC-7. INTERPRETATION OF THE SPECIFICATIONS

- A. In the event the specifications and plans are deficient or not clearly expressed, the parties submitting proposals hereunder must apply to the City Engineer for the required information or explanation before the bids are submitted.
- B. The request for such explanation or interpretation shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Such interpretation or explanation will be given by the City Engineer in writing and a copy will be filed in the office of the City Clerk. The City will not be responsible for any other explanation or interpretation of the plans and specifications. After submission of bids, no bidder shall claim any misunderstanding in or to the nature of the amount of work to be performed or attempt to hold the City or any person responsible for any error or omission that may have been made by the bidder.

GC-8. CONTRACTS

- A. Contract Form
 - 1. A copy of the construction contract form is included in these documents.
- B. Execution of Contract
 - 1. Within ten (10) days after receiving properly prepared Contract Documents from the City, the successful bidder shall sign and return the contract to the City. Work shall be started upon written notice to proceed from the City.
 - 2. The Contractor agrees that he/she is as fully responsible to the City for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him, and that the Contractor shall hold the City harmless for any activities of such subcontractors and shall indemnify and defend the City from damages and claims of whatever nature relating or resulting to the activities of such subcontractors.
- C. Subcontracts
 - 1. Subcontractors, Equipment and Material: The successful bidder, in addition to listing the names and addresses of subcontractors in his/her bid, shall, within ten (10) days after award of the contract, notify the City in writing of the names of all major equipment and material suppliers proposed for the principal parts of the work, and for such others as the City Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the City Engineer or the City may within a reasonable time object to as incompetent or undesirable.
 - 2. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the construction contract, the information to bidders, the general conditions, the plans, and the specifications as far as applicable to his/her work, including

the following provisions of this article, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City through its City Engineer. Nothing in this section shall create any obligation on the part of the City to pay to or to see to the payment of any sums to any subcontractor.

a. The Subcontractor shall agree:

- (1) To be bound to the Contractor by the terms of the Contract Documents, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City.
- (2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment. The City shall, on request, furnish to any subcontractor, wherever practical, evidence of the amounts certified on his/her account.
- (3) To make all claims for extras, for extension of time and for damages for delays or otherwise, to the Contractor in the manner provided in the general conditions for like claims by the Contractor upon the owner, except that the time for making claims for extra cost is one week from the date such claim arises.

b. The Contractor agrees:

- (1) To be bound to the subcontractor by all the obligations that the City assumes to the Contractor under the Contract Documents.
- (2) To pay the subcontractor for conforming work, upon the payment of certificates, if issued under the terms of payments for the work, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.
- (3) To pay the subcontractor for conforming work, upon the payment of certificates, if issued otherwise than as in (2) so that at all times his/her total payments shall be as large in proportion to the value of the work done by him as the total amount certified to the Contractor is to the value of the work done by him.
- (4) To pay the subcontractor for conforming work to such extent as may be provided by the Contract Documents or the subcontract if either of these provides for earlier or larger payments than the above.
- (5) To pay the subcontractor for conforming work on demand on his/her work or materials as far as executed and fixed in place, less retained percentage, at the time the certificate should be issued, even though the City Engineer or Engineer fail to issue it for any cause not the fault of the subcontractor.
- (6) To make no demands for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
- (7) That no claim for services rendered or material furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
- (8) To give the subcontractor an opportunity to be present and to submit evidence in any hearing involving his/her rights.

- (9) To pay each subcontractor for satisfactory performance of its contract no later than 20 calendar days from receipt of each payment the Contractor receives from the City. The Contractor shall return retainage to each Subcontractor within 20 calendar days after the Subcontractor's work is satisfactorily completed.
- (10) To certify with each estimate payment to Subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by the City, and returned within 20 calendar days of receiving the estimate payment.

D. City's Right to Terminate Contract - If the Contractor:

1. Fails to begin work under the contract within the time specified in the "Notice to Proceed"; or
2. Fails to supply sufficient skilled personnel or suitable materials or equipment to complete the work within the time limits specified; or
3. Performs the work unsuitably or neglects or refuses to remove materials or to re-perform such work which is not in accordance with the plans and specifications; or
4. Discontinues the prosecution of the work for more than ten (10) days; or
5. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
6. Fails to make prompt payments to subcontractors or for labor, materials, or equipment; or
7. Disregards laws, ordinances, or the instruction of the City Engineer or Engineer; or
8. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
9. Makes an assignment for the benefit of creditors; or
10. Is guilty of a substantial violation of any provisions of the contract; in any such event(s), the City, upon recommendation of the City Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, give notice to the Contractor and his/her surety of such delay, neglect, or default. If the Contractor or his/her surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then the City shall have full power and authority, without violating the contract, to take the prosecution of the work from the Contractor. The City may appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as may be required for the completion of the contract in an acceptable manner.

Costs and charges incurred by the City, together with the cost of completing the work under the contract, will be deducted from any moneys due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and its surety shall be liable and shall pay to the City the amount of such excess.

- E. Contractor's Right to Stop Work or Terminate Contract: If the work should be stopped pursuant to lawful order of a court of competent jurisdiction, or pursuant to lawful order of other public authority having jurisdiction, for a period of three months, through no act or fault of the Contractor or of anyone employed by him, or if the City Engineer should fail to issue any certificate for payment within thirty (30) days after it is due, or if the City should fail to pay to the Contractor within thirty (30) days of its maturity and presentation, any sum certified by the City Engineer or awarded by the court, then the Contractor may, upon twenty-two (22) days' notice to the City, stop work or terminate this contract or recover from the City payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

F. Assignment: The Contractor shall not assign this contract or sublet or subcontract any portion of it without the prior written consent of the City nor shall the Contractor assign any moneys due or to become due to him hereunder, without the prior written consent of the City. Any such assignment or sublet without such prior written consent shall be null and void and shall be a ground for termination for cause of this contract by the City.

GC-9 AUTHORITY OF THE CITY ENGINEER AND SUSPENSION OF WORK

If the performance of all or any portion of the work is suspended or delayed by the City Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the City Engineer in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the City Engineer will evaluate the Contractor's request. If the City Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the City Engineer will make adjustment as provided (excluding profit) and modify the contract in writing accordingly. The City Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

GC-10. CHANGES AND EXTRA WORK

The City Engineer reserves the right to make, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the City Engineer may determine to be fair and equitable.

If the alteration or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant changes" shall be construed to apply only to the following circumstances:

- a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

GC-11 DIFFERING SITE CONDITIONS

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the City Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The City Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

GC-12. MONTHLY PAYMENTS

- A. The Contractor shall file a monthly request for payment with the Contract Administrator on the last Wednesday of each month for all work completed to the up to that date. If monthly requests for payment are not received as stated, the City shall have the right to withhold payment for that month. The Contract Administrator and City Engineer shall review Contractor's monthly requests for payment, and shall certify such requests for payment. Progress payments will be made by the City for all work completed to the last Wednesday of the preceding month and duly certified by the City Engineer, on or before the first Friday of each month by check. Should any liens or claims be filed during the retention period, the retained percentage will be held until a satisfactory agreement is reached between the City, the Contractor, and the Contractor's surety. Before final payment will be made by the City, Contractor agrees that it shall furnish the City with satisfactory evidence that all persons, including subcontractors, that have performed work or furnished materials pursuant to this agreement and are entitled to a lien for their work or materials under the laws of the State of Idaho have been fully paid or are no longer entitled to such lien, and the Contractor shall file with the Clerk a notarized affidavit to that effect. Final payment will not be made until the City has received a tax release from the Idaho State Tax Commission per GC-39.
- B. Progress payments for materials shall be considered eligible only if the materials are jobsite, and accurate, clearly detailed invoices from the material supplier are furnished. The ownership of these materials shall, upon payment from the City to the Contractor, be vested in the City, and such materials may not be removed from the jobsite without written authorization of the City Engineer.
- C. The City may, but is not obligated to, withhold any payments to the Contractor, in addition to retained percentage, in such an amount or amounts as may be necessary to cover:
 - 1. Payments that may be earned or due for just claims or labor or materials furnished in and about the work;
 - 2. Defective and/or condemned and/or non-conforming work or materials not remedied;
 - 3. Failure of the Contractor to make proper payments to a subcontractor;
 - 4. Reasonable doubt that this contract can be completed for the balance then unpaid;
 - 5. Damages to another Contractor where there is evidence thereof;
 - 6. Payments that cover all taxes, excises and license fees due the State and its taxing entities whether or not these monies are yet due and payable.

The City shall have the right, but not the obligation, to disperse and shall have the right to act as agent for the Contractor for the limited purpose of dispersing such funds as have been withheld pursuant to this paragraph to

the party or parties who are entitled to payment therefrom. In the event the City elects to disperse such funds, the City shall render to the Contractor a proper accounting of all such funds dispersed on behalf of the Contractor. Nothing herein shall create in such party or parties entitled to payment a cause of action against the City for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall accrue on behalf of the Contractor as a result of the City's exercise of such right to disperse.

The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 20 calendar days from receipt of each payment the Contractor receives from the City. The Contractor shall return retainage to each Subcontractor within 20 calendar days after the Subcontractor's work is satisfactorily completed.

The Contractor shall certify with each estimate payment that payment to Subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by the City, and returned within 20 calendar days of receiving the estimate payment.

These requirements shall also apply to first or lower tier subcontractors.

FINAL PAYMENT

The Contractor shall certify the actual total payment to Subcontractors or suppliers. The certification shall be returned within 30 calendar days of receiving the final payment. These requirements shall also apply to first or lower tier subcontractors or suppliers.

GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES

- A. The date of completion for this contract shall be defined by the Instruction to Bidders included in the Contract Documents. Contractor agrees that time is of the essence in the performance of this contract, and that failure to complete this contract by such date will result in financial injury to the City. Contractor further agrees that failure to complete this contract by such date shall subject Contractor to payment of liquidated damages to the City. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the City occasioned by failure to complete the work on time. Accordingly, instead of requiring such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to the City the sum of one-tenth of one percent (0.001) of the contract amount, including change orders, will be deducted by the City for each and every calendar day that the date of final completion is delayed. Should such deductions exceed the outstanding amount of the contract amount, the Contractor and its surety shall be liable for the excess.
- B. The Contractor herewith specifically waives claims for damages for any hindrance or delay. Contractor shall be granted extensions of time for which liquidated damages will not be claimed by the City for the following reasons:
 - 1. A delay caused the Contractor by any suit or other legal action against the City (except a legal action instituted by the Contractor) regarding this project shall entitle the Contractor to an equivalent extension of time unless the period of such delay exceeds ninety (90) days. When such period is exceeded, the City will, upon request by the Contractor in writing, either negotiate a termination of the contract or grant a further extension of time, whichever shall be agreed.
 - 2. Time lost by inclement weather, causing suspension of work, will entitle the Contractor to an extension equivalent to the total time so lost, whether it be a single continuous period or the accumulated total of several periods. Inclement weather is defined as that which, in the opinion of the City Engineer, would seriously affect the progress of the work or the quality of the work.
 - 3. Should unforeseen conditions require the performance under a change order, or work more complex or difficult than that originally specified and shown on the plans, and such work, in the Contractor's opinion,

requires more time to execute than the proportional increase in dollar value, the Contractor shall state to the City and City Engineer, in writing prior to the performance of such work, his/her estimate of the added time required for such work. The City may, if such estimate be reasonable, allow an added extension proportionate to the increase in the dollar value of the work.

- C. If the performance of all or any portion of the work is suspended or delayed by the City Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the City Engineer in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the City Engineer will evaluate the Contractor's request. If the City Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by condition beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the City Engineer will make adjustment as provided (excluding profit) and modify the contract in writing accordingly. The City Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this contract.

GC-14. ABANDONMENT OF WORK

If the Contractor abandons the work for a period of twenty (21) days for any cause other than failure of the City to make monthly payments, or refuses to comply with the provisions of the plans and specifications, the City shall have the right to notify the Contractor's surety and require said surety to complete the work in accordance with the aforesaid plans and specifications. In the event no liens or claims have been filed and the City fails to make progress payments, the Contractor may then, at his/her option, cease operations until payments are resumed by notifying the City of his/her intention to cease operations for this cause. Should the Contractor abandon the work, fail or refuse to complete the work embraced in this contract, or fail to pay just claims for labor and materials, the City reserves the right to charge against the Contractor, and Contractor agrees to pay, all legal, engineering, or other costs caused by such abandonment, failure or refusal. The Contractor agrees that such legal costs shall also include the City's costs of defending any suits in connection with such abandonment, failure or refusal and nonpayment of claims wherein the City is made a co-defendant.

GC-15. AUTHORITY OF CITY ENGINEER

- A. The City Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; questions which may arise as to the interpretation of the plans and specifications; and questions as to the satisfactory and acceptable fulfillment of the terms of the contract.
- B. The City Engineer, including his/her employees and agents shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. Inspections by the City Engineer shall be promptly made. If any work should be covered up without approval or consent of the City Engineer, it shall be uncovered, if required by the City Engineer, for examination. The costs associated with the uncovering of such non-approved work shall be the responsibility of Contractor and shall not be charged to the City.
- C. Reexamination of questioned work may be ordered by the City Engineer and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the plans and specifications, the City

shall pay the cost of the reexamination and replacement. If such work is found not in accordance with the plans and specifications, the Contractor shall pay such costs.

GC-16. PERFORMANCE AND PAYMENT BONDS

The Contractor shall execute a separate performance bond and payment bond, each in penal amounts at least equal to 100% of the of the full contract price, such bonds to be executed by a corporate bonding company (surety) licensed to do business in the State of Idaho and which is acceptable to the City. Such corporate bonding company (surety) shall be required to be named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The premiums of such bonds shall be paid by Contractor. The performance bond shall be conditioned upon the Contractor's faithful performance of all the covenants and agreements on the part of the Contractor to be kept and performed at the times and in the manner set forth in the agreement, including the repair or replacement where required, or the cost of repair or replacement, of all work performed under the terms of this agreement. The payment bond shall be conditioned upon the payment to all persons, including subcontractors, who have, and fulfill, contracts for performing labor and furnishing materials in the prosecution of the work provided for in such contract, provided that every such payment bond shall be construed, regardless of its language, as incorporating within its provisions the obligation to pay those persons who furnish labor or materials as stated in the Contract Documents.

Such bonds shall remain in full force and effect during the term of this agreement and during the terms of any warranty required by the specifications and shall be held in the custody of the City. The current power of attorney for the persons who sign for the surety company shall be attached to the bond. The power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature shall not be acceptable to the City.

If, at any time, a surety on any such bond is declared as bankrupt or loses its right to do business in the state of Idaho or is removed from the list of surety companies accepted on Federal bonds, the Contractor shall, within ten (10) days after notice from the City to do so, substitute an acceptable bond (or bonds) in such form and sum signed by such other surety or sureties as may be satisfactory to the City. The expense of such replacement bonds shall be borne by the Contractor. No further payments by the City pursuant to this contract shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

GC-17. INSURANCE/CITY TO BE NAMED AS ADDITIONAL INSURED

The Contractor shall not commence work until he/she has obtained all insurance required under this section or until he/she has satisfied the City in this respect; nor shall he/she allow any subcontractor to commence work until such subcontractor has also obtained such required insurance applicable to such subcontractor's work. The Contractor shall maintain such required insurance coverage throughout the term of this contract as will hold the City harmless and shall indemnify the City for any losses arising out of the Contractor's operations, including any contingent liability arising therefrom. The cost of such insurance shall be borne by the Contractor. The Contractor shall furnish copies of all insurance policies and/or certificates of insurance to the City at the time of execution of this agreement. Each policy shall include a provision to the effect that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to the City and the City Engineer not less than fifteen (15) days prior to such action. Contractor shall further cause the City to be named as an additional insured on all applicable insurance policies.

Insurance During Construction

The contractor shall have in effect without interruption from the date of construction commencement until final payment is made and the Project is closed-out pursuant to the terms of this Contract, the following types of insurance. Further, the contractor warrants such insurance coverage shall be written on an "occurrence" basis and will be obtained with the following minimum liability limits:

1. Workers' Compensation Insurance and Employer's Liability Insurance:
 - (1) State: Statutory Limits
 - (2) Employer's Liability: \$100,000 per accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

2. Comprehensive or Commercial General Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include premises operation, owners and contractors protective liability, products and completed operations liability, personal injury liability including employee acts, broad form property damage liability and blanket contractual liability, with no exclusion for explosion (X), collapse (C) and underground (U) hazards:
 - (1) \$1,000,000 Each Occurrence
 - (2) \$1,000,000 Personal Injury
 - (3) \$2,000,000 Products/Completed Operations to be maintained for two (2) years following final payment
 - (4) \$2,000,000 General Aggregate
3. Automobile Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include for bodily injury and property damage: \$1,000,000 Combined Single Limit

GC-18. PATENT ROYALTIES AND PROCESS FEES

The Contractor shall furnish the City a license or licenses for the use of any process or processes in connection with this project. The Contractor shall include in the unit price bid any patent royalties or license fees for equipment installed or construction methods used.

GC-19. CONTRACTOR RESPONSIBLE FOR WORK

The Contractor shall be responsible for all work until its acceptance by the owner.

GC-20. USE OF COMPLETED PORTION

The City reserves the right to use and occupy any portion of the improvement which has been completed sufficiently to permit use and/or occupancy, and such use and/or occupancy shall not be construed as an acceptance of the work as a whole or any part thereof. Any claims which the City may have against the Contractor shall not be deemed to have been waived by such use and/or occupancy.

GC-21. SIGNATURES

A proposal made by a corporation shall be signed and sealed by the legally authorized officers of said corporation. If awarded the contract, the contract shall also be executed by proper authorized officers and be affixed with the corporate seal. If a proposal or contract is signed by an agent, such agent shall furnish satisfactory written evidence of the agent's authority to sign as the legal representative of the bidder. An authorized partner of a co-partnership may sign the contract subject to the approval of the Attorney, who may, at his/her discretion, require each and every member of the co-partnership to sign the contract.

GC-22. ORDERS TO BEGIN WORK

The successful bidder shall not begin work until after the contract has been executed and the surety bond and insurance has been approved by the Attorney. The order for the Contractor to begin work shall be issued by the City Engineer by a written "Notice to Proceed".

GC-23. ORDER OF WORK

- A. The contract period and time of completion will be as set forth in the Instruction to Bidders included in the Contract Documents.
- B. GC-13 "Time of Completion/Liquidated Damages" of the General Conditions shall apply to interim as well as final completion dates.

- C. The specific details of the order of work will be worked out in conjunction with the City Engineer before construction begins. Before the successful bidder is authorized to begin work, he/she shall attend a pre-construction conference with the City Engineer. At this time the successful bidder shall present a written schedule, for the entire project, specifying the beginning and completion dates for each phase of work. Once approved by the City Engineer, this schedule shall be adhered to by the Contractor and he/she shall employ the necessary work force and equipment to maintain such schedule. Contractor further agrees that the approval by the City Engineer of such schedule shall not create any liability in the City Engineer or the City for Contractor's means, methods, sequences, techniques or site safety.

GC-24. EFFICIENCY OF OPERATION/LICENSING

The work embraced in this project shall be started at the earliest possible date after signing the contract, and shall be prosecuted regularly and without interruption thereafter, unless otherwise directed by the City Engineer. The Contractor shall furnish work force and equipment sufficient to accomplish full completion of the work within the time specified in the proposal and contract. The Contractor shall at all times employ efficient and experienced workers. Contractor shall also require and verify that all workers and subcontractors are licensed in accordance with law and/or regulation.

GC-25. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall exercise particular care in protecting surrounding buildings, trees, and property from injury during the demolition and construction operation, and shall be responsible for their protection and shall repair or compensate the owner thereof for any damage which may result from such demolition and construction operations. The expense of such compensation or repair shall be borne by Contractor, and shall not be the responsibility of the City.
- B. The Contractor shall exercise particular care in protecting trees, located on private or public property, from injury during the demolition and construction operations. If the Contractor's duties under this agreement shall cause any damage, mutilation, or destruction whatsoever, of any public tree, due to Contractor's need to remove, top, excavate, fill, or compact the roots of such public tree, or by the placement or storage of any materials which are hazardous to trees, near such public tree, the Contractor shall:
- a. Inform the City Engineer in writing of such need; and
 - b. Plot the location of such tree on the site plan which is the subject of this agreement; and
 - c. Receive written approval of City Engineer for the removal of affected tree(s) prior to causing tree damage
- C. Any utilities damaged by the Contractor shall be repaired by the Contractor and the Contractor shall be responsible to maintain temporary service until such damage is repaired. The expense of such repair and/or temporary service shall be borne by Contractor, and shall not be the responsibility of the City.
- D. The Contractor shall provide and maintain preventive means to safeguard pedestrian and vehicular traffic around the construction, as deemed necessary by the City Engineer and at no expense to the City.
- E. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his/her residence or place of business unless the Contractor has made a special arrangement with the affected persons.
- F. Construction operations and parking of vehicles shall be confined to areas designated by the City Engineer. Contractor shall consult the proper traffic regulatory authorities regarding the routing of trucks and other vehicles, and shall follow the direction of such authorities.

GC-26. RESPONSIBILITY FOR SAFETY

The Contractor shall be responsible for the safety of his/her work, equipment, and materials until the finished project is accepted by the City.

GC-27. GUARDS AND BARRICADES

The Contractor shall erect and maintain such barricades, detour signs and warning lights as will effectively mark any hazards or detours and the Contractor shall be liable for any damage occasioned by his/her acts or negligence, or the acts or negligence of his/her employees, agents or subcontractors, and shall indemnify the City against loss and/or liability for any such damage, acts or negligence. Traffic signs shall be in accordance with the standards presented in the most current edition of the "Manual on Uniform Traffic Control Devices".

GC-28. TRAFFIC CONTROL

- A. The Contractor shall obey all rules, laws, ordinances and regulations of all traffic regulatory authorities having jurisdiction regarding the closing or barricading of public streets. Work will not begin until all required traffic control devices are in place.
- B. The Contractor shall provide a traffic control plan, consistent with requirements detailed in the current edition of the Manual of Uniform Traffic Control Devices, for City Engineer review and approval prior to closing or barricading any public streets.
- C. The work shall be carried out so as to cause a minimum of dislocation of normal commercial pursuits. Traffic must be kept open on roads and/or streets where no detour is possible. The Contractor shall, in addition to other requirements contained herein, without further notification or other order, provide, erect, and maintain at all times during the progress or temporary suspension of the work, barricades, fences, signs, flagmen, or other protection in accordance with the most current edition of the "Manual on Uniform Traffic Control Devices" and shall provide, keep, and maintain such danger lights, signals, and flagmen, as may be necessary or ordered by the City Engineer and/or traffic regulatory authorities having jurisdiction to ensure the safety of the public as well as those engaged in connection with the work. All barricades and obstructions shall be protected by signal lights which shall be suitably distributed across and along the roadway and which shall be kept burning from one hour before sunset until one hour after sunrise and at other times as vision is obscured by fog, smoke, or dust.
- D. The Contractor shall promptly reopen streets and driveways to the public after construction work requiring their closure is completed, and all safety issues have been resolved.
- E. Local traffic shall be provided access to private properties at all times, except during necessary stages of construction when it is impractical to carry on the construction and maintain traffic simultaneously, such as for the placing of asphalt concrete pavement, placing and curing or Portland cement pavement, and deep sewer excavation which prohibits safe travel of vehicular traffic.
- F. No private driveway may be closed except as provided herein or unless permission is given the Contractor by the owner of the property affected.
- G. Emergency traffic such as police, fire, and disaster units shall be provided reasonable access at all times. The Contractor shall be solely responsible for any damages which may result from failure to provide such reasonable access.
- H. The Contractor shall take every precaution to protect pedestrians and vehicular traffic. Whenever, in the opinion of the City Engineer, the Contractor has not provided sufficient or proper safety precautions and safeguards, he/she shall do so immediately, and to whatever extent the City Engineer directs at no additional cost to the City.

GC-29. EXISTING TRAFFIC SIGNS AND FACILITIES

Existing traffic and street name signs which will interfere with construction shall be removed by the Contractor and stored in a safe place. These signs shall not be removed until the Contractor has obtained the consent of the traffic regulatory authorities having jurisdiction and until the necessary measures have been taken to safeguard traffic after the signs have been removed. Preservation and maintenance of the signs shall be the sole responsibility of the Contractor. As soon as

sign location no longer interferes with work, the Contractor shall reset all such signs at locations indicated by the traffic regulatory authorities having jurisdiction, in cooperation with the City Engineer. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

GC-30. MAINTAINING POSTAL SERVICE

- A. Postal service shall be maintained in accordance with instructions of the U.S. Postal Service. The Contractor shall be responsible for moving mail boxes to temporary locations designated by the U.S. Postal Service, and at completion of the work he/she shall replace them in locations and in condition satisfactory to the U.S. Postal Service.
- B. It will be the Contractor's responsibility to contact the U. S. Postal Service for their requirements in maintenance of postal service and to follow those requirements.
- C. In cases where posts upon which the box or boxes are fastened are in such condition that they cannot be reset, the Contractor shall furnish posts for this purpose at his/her own expense.
- D. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

GC-31. EMERGENCY WORK

The Contractor will not be allowed added compensation for any emergency work performed on Sundays or legal holidays unless such work is ordered in writing by the City Engineer.

GC-32. SUPERVISION OF WORK

- A. During the progress of the work, the Contractor shall employ a competent superintendent and any necessary assistants at the job site. The superintendent shall not be changed except with the approval of the City Engineer (or upon the order of the City Engineer should the superintendent be or become unsatisfactory to the City Engineer) unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The superintendent shall represent the Contractor in the Contractor's absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be so confirmed on written request in each case.
- B. The Contractor shall give efficient supervision to the work, using his/her best skill and attention. he/she shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the City Engineer any error, inconsistency or omission which he/she may discover, but he/she shall not be held responsible for their existence or discovery.

GC-33. CORRECTION AND COMPLETION OF WORK

- A. Correction of Work before Final Payment:
 - 1. The Contractor shall promptly remove from the premises all materials condemned by the City Engineer as failing to conform to the contract, whether incorporated in the work or not, and shall re-execute any work condemned by the City Engineer as failing to conform to the contract, and the Contractor shall promptly replace such non-conforming materials and re-execute such non-conforming work in accordance with the contract, such costs of replacement and re-execution to be borne by Contractor at no additional expense to the City.
 - 2. If the Contractor does not re-execute such non-conforming work and/or remove and replace such non-conforming materials within a reasonable time, fixed by written notice of the City Engineer, then and in that event the City may remove them and may store the material at the expense of the Contractor. If the

Contractor does not pay the expenses of such removal within ten (10) days time thereafter, the City may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account to Contractor for the net proceeds thereof, after deducting all the costs and expenses of such removal, storage, sale and repair. Nothing contained herein shall relieve the Contractor from his/her responsibility to perform the work in accordance with the Contract Documents, nor to reduce the liability of the Contractor to replace such non-conforming materials or re-execute such non-conforming work.

- B. Correction of Work after Final Payment: Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty and/or non-conforming materials or workmanship and unless otherwise specified, he/she shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance. The City shall give notice of observed defects with reasonable promptness.
- B. Deductions for Uncorrected Work: If the City Engineer and the City deem it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefore.

GC-34. SUBSTITUTES CLAUSE

In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of material, may be specified on the plans or herein, by designating a manufacturer by name and referring to his/her brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials or a type and quality equal to those designated.

- A. The materials, products and equipment described in the bidding documents establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution.
- B. Approval of alternate and equal specified equipment and material will be only by addenda issued by the City Engineer at least five (5) days prior to bid opening. Requests for approval of alternate equipment and materials manufacturers must come from the manufacturer or bidder at least ten (10) days prior to bid opening. All such requests must be accompanied by drawings and specifications in sufficient detail to allow the City Engineer to determine whether or not the equipment and materials proposed is equal to that specified. The determination as to whether or not the proposed substitute equals that specified, shall rest solely with the City, based upon the opinion of the City Engineer. The burden of proof of the merit of the proposed substitute shall be upon the proposer.
- C. No extras will be allowed the Contractor for any changes required to adopt the substitute equipment; therefore, the Contractor's proposal, including the approved alternate, shall include all costs for any modifications to the plans such as structural and foundation changes, additional piping or changes in piping, electrical changes, or any other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment.

GC-35. DETAILED BREAKDOWN OF CONTRACT PRICE

The Contractor shall within ten (10) days after receipt of Notice to Proceed submit a complete breakdown of all lump sum bid items showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon acceptance of the breakdown of the contract price by the City Engineer, it shall be used as the basis for all requests for payment.

GC-36. CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

Certain utilities and structures which are expected to be adjacent to or encountered in the work are shown on the plans. It is known that there are discrepancies and omissions in the locations and quantities of existing utilities and structures shown.

Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the City or the City Engineer for their accuracy or completeness.

- A. It is the Contractor's responsibility to notify "DIG LINE" prior to excavating and to comply with Idaho Code Section 55-2207 and all other applicable laws and regulations regarding the protection of underground utilities.
- B. At points where the Contractor's operations could cause damage which might result in considerable expense, loss, and inconvenience when his/her operations are adjacent to or near a railway, telephone, television, power, oil, gas, water, sewer, irrigation, or other private or municipal systems, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.
- C. The Contractor shall notify all utility offices which are affected by the construction operation at least forty-eight (48) hours in advance of such construction. Under no circumstances shall the Contractor expose any utility without first requesting permission from and being granted to do so from the affected agency. Once permission has been granted, Contractor shall locate, if necessary, and expose all existing underground utilities in advance of any trenching operation. Hand digging shall be required within twenty-four (24) inches of a marked utility.
- D. The Contractor shall protect all poles from damage. If interfering power poles, telephone poles, guy wires, or anchors are encountered the Contractor shall notify the City Engineer and the affected utility company at least forty eight (48) hours in advance of construction operations to permit the necessary arrangements to be made with the affected utility company for protection or relocation of the interfering structure.
- E. The Contractor shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims, of any character brought because of any injuries or damage which may result from the carrying out of the work to be done under the contract. Contractor shall hold harmless, indemnify and defend the City from any such claims.
- F. In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. After such notification, the Contractor shall cooperate with said authority in restoration of service as promptly as possible and the Contractor shall bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist beyond working hours unless prior approval is received from the City Engineer.
- G. In the event the Contractor encounters utility lines that interfere with trenching, the Contractor may, by obtaining prior written approval of the appropriate utility company, cut the service, dig through and restore the service with similar and equal materials at the Contractor's expense.

GC-37. STREET CLEANUP DURING CONSTRUCTION

The Contractor shall immediately clean all spilled dirt, gravel, and other foreign material caused by the construction operations from all streets open to public use. Streets within the project's work zone closed to public use shall be cleaned prior to weekends and prior to opening to public use.

GC-38. CLEANUP

The Contractor shall at all times during the work keep the premises clean and orderly. He/she shall promptly remove all waste materials and rubbish. All directions from the City Engineer and all authorized public officials having jurisdiction over health and safety shall be obeyed.

GC-39. PROOF OF TAX PAYMENT

- A. The Contractor shall, within ten (10) days after receipt of the Notice of Award, furnish the Idaho State Tax Commission with a completed State of Idaho Form WH-5, PUBLIC WORKS CONTRACT REPORT. Copies of the form may be obtained from the Idaho State Tax Commission.
- B. The Contractor shall furnish evidence that he/she has paid all state and local taxes which have become due and payable and that he/she has secured payment of state and local taxes which have accrued, but which are not due. The City shall not make final payment to Contractor until a tax release from the Idaho State Tax Commission has been received by the City.

GC-40. HOLD HARMLESS REQUIREMENT

In addition to other rights granted the City by the Contract Documents, the Contractor shall indemnify and save harmless the City, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or his/her subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or his/her subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

GC-41. JURISDICTION AND VENUE

The District Court for the Seventh Judicial District of the State of Idaho is accepted as the proper forum having jurisdiction for any legal disputes between the parties.

GC-42. PERMITS AND LICENSES

The Contractor shall obtain and pay for all permits and licenses, including but not limited to the following:

- A. Those required by the Driggs City Code, such as: None.
- B. Those required by the Idaho Code or other State Law.
- C. Those required by the Code of Federal Regulations or other Federal Law.

GC-43. ENVIRONMENTAL MATTERS

Contractor shall comply with all statutes and regulations regarding environmental matters, including, but not limited to, matters of health, safety, exposure, disposal, reporting, mitigation, etc.

Standard Environmental Mitigation Measures

1. The construction contractors must comply with the Rules for the Control of Air Pollution in Idaho, IDAPA 58.01.01.651, by implementing precautions to prevent particulate matter from becoming airborne.
2. If any items of suspected historical or archaeological value are uncovered during construction, the contractor will be required to stop work and contact the Idaho State Historic Preservation Office and the Idaho Department of Commerce.
3. The collection and disposal of storm and surface water runoff from the project site must comply with the Idaho Department of Environmental Quality's (DEQ) Catalog of Storm Water Best Management Practices for design of all storm water treatment and disposal systems.
4. The contractor shall comply with the provisions of the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from Construction Activities and the Construction Storm Water Pollution Prevention Plan (SWPPP).

5. If during the construction of the project, an underground storage tank, buried drum, other container, contaminated soil, or debris not scheduled for removal under the contract are discovered, the Contractor shall immediately notify the Engineer and the Idaho Department of Commerce. No attempt shall be made to excavate, open, or remove such material without written approval.

Clean Air and Water Act

For all contracts and subcontracts exceeding \$100,000, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1368 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR 15, as amended.

1. Any building, facility or site listed on the EPA List of Violating Facilities as of this contract may not be used in the performance of this contract.
2. The contractor will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Sections 114 and 308 of the respective Acts, and all regulations and guidelines issued thereunder.
3. Prior to signing this contract, the contractor shall notify the grantee of any communication from EPA indicating that a facility to be used in the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities.
4. The contractor shall include or cause to be included these four (4) provisions in every subcontract in excess of \$100,000 and take such action as the government may direct as a means of enforcing such provisions.

GC-44. NO THIRD PARTY BENEFICIARIES

No claim as a third party beneficiary under this contract by any person other than Contractor shall be made or shall be valid against the City, and the City shall not be liable for or be held to pay any money to such person.

GC-45. COMPLIANCE WITH GRANT CONDITIONS

Contractor shall comply with all conditions of, and all laws applicable to, and all policies, practices and procedures of the City applicable to any federal, state or local grant received by the City or Contractor at any time with respect to this contract or with respect to the provision, performance or completion of the work. Specifically, contractor shall comply with the attached Grant Clauses, where applicable.

GC-46. EROSION CONTROL

Contractor shall implement appropriate erosion control eliminating sediment transport to City infrastructure and private property. Contractor shall pay all costs associated with sediment removal from City infrastructure, private property or environmental remediation.

GC-47. MATERIALS

All materials furnished by the Contractor shall be new and manufactured in the United States of America.

GRANT CLAUSES

No grant clauses affect the S 4th Street Improvements project.