



FIBER OPTIC LOCAL IMPROVEMENT DISTRICT NO. 1

OWNER:

City of Mountain Home

P.O. Box 10 / 160 S. 3rd East, Mountain Home ID 83647

Tiffany Belt

August 25, 2022

REQUEST FOR BIDS

PROJECT TITLE: FIBER OPTIC LOCAL IMPROVEMENT DISTRICT NO. 1

Separate sealed BIDS for construction of a Fiber to the Home (FTTH) broadband infrastructure in the City of Mountain Home, Idaho, as set forth in the drawings and other documents FOR **FIBER OPTIC LOCAL IMPROVEMENT DISTRICT NO. 1** will be received by the City of Mountain Home at 160 South 3rd East, Mountain Home, ID, until 3:00 p.m. local time on September 22, 2022, and then at said office publicly opened and read aloud.

The work involves outside plant construction, materials management, and technical services to construct a fiber to the home network for the three neighborhoods that make up the Phase I Local Improvement District in the City of Mountain Home, ID. It is the intent of these documents to describe the work required to complete this project in sufficient detail to secure comparable bids. All parts or work not specifically mentioned which are necessary in order to provide a complete installation shall be included in the bid and shall conform to all Local, State and Federal requirements.

The DOCUMENTS and EXHIBITS may be examined and copies may be obtained at the following location(s):

1. City of Mountain Home, City Hall, 160 South 3rd East, Mountain Home, ID 83647.

The DOCUMENTS and EXHIBITS may be obtained at the City of Mountain Home, City Hall, 160 South 3rd East, Mountain Home, ID 83647. There will be a \$10.00 cost to obtain the bid documents to cover the price of the printing.

The determination of the acceptance of any bid will be at the sole discretion of the City Council with the intent of constructing a fiber optic infrastructure which complies with the City's requirements and specifications at the least possible cost. The **ENTIRE BID PACKET** shall accompany the bid proposal, **without alteration of language in any section.**

Before a contract will be awarded for work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

All bids must be signed and accompanied by evidence of authority to sign.

Bids must be accompanied by Bid Security in the form of a bid bond, certified check, cashier's check or cash in the amount of 5% of the amount of the bid proposal. Said bid security shall be forfeited to the City of Mountain Home as liquidated damages should the successful Bidder fail to enter into contract in accordance with their proposal as specified in the Instructions to Bidders.

All contractors submitting bids are required to have a valid Idaho Public Works Contractors License and to include the license number on the Bid Form where indicated.

The City of Mountain Home reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept the proposal deemed most advantageous to the best interest of the City of Mountain Home.

Publish Dates:

Mountain Home News: September 7, 2022

Idaho Statesman: August 31, September 7, and September 14, 2022

Open Date: August 26, 2022

BID FORM

CITY OF MOUNTAIN HOME

FIBER OPTIC LOCAL IMPROVEMENT DISTRICT NO. 1 CONSTRUCTION PROJECT

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BID RECIPIENT

This Bid is submitted to:

City of Mountain Home
Attention: Tiffany Belt
160 South 3rd East, Mountain Home, ID 83647

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.

BIDDER'S ACKNOWLEDGEMENTS

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 a longer period of time that the Bidder may agree to in writing upon request of the Owner.

BIDDER'S REPRESENTATIONS

In submitting this Bid, the Bidder represents that:

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

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

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.

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

Bidder has carefully studied all: Local building codes for installation of fiber optic infrastructure.

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.

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.

Based on the information and observations referred to in the preceding paragraphs, 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.

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.

Bidder has provided the Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the Owner is acceptable to Bidder.

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.

BIDDER'S CERTIFICATION

Bidder certifies that:

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;

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

Bidder has not solicited or induced any individual or entity to refrain from bidding; and

Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract. For the purposes of this document:

"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

"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;

"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

"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.

BASIS OF BID

Bidder will complete the work in accordance with the Contract Documents for the following price(s). Bidder must provide prices for all items. Pricing for some items such as MSTs or drops may be provided based on the footage for each item or in bulk at a flat rate for all MSTs or drops at the same price regardless of length. Bidder must provide pricing using at least one method. Mountain Home Labor Response Form – Exhibit A2 may also be used.

**EXPECTED COMPLETION DATE: December 15, 2023
FIBER OPTIC IMPROVEMENT DISTRICT NO. 1 CONSTRUCTION PROJECT**

ITEM NO.	SPEC PAYMENT REFER	ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1.00		Backbone and Distribution Duct Installation				
1.01	Exhibit A	Directional Bore One (1) – 1.25" HDPE duct (SDR 11 at 36" minimum depth) with restoration		LF	\$	\$
1.02	Exhibit A	Directional Bore Two (2) – 1.25" HDPE ducts (SDR 11 at 36" minimum depth) with restoration		LF	\$	\$
1.03	Exhibit A	Directional Bore Three (3) – 1.25" HDPE ducts (SDR 11 at 36" minimum depth) with restoration		LF	\$	\$
2.00		Handhole Placement				
2.01	Exhibit A	30" x60" x30" deep traffic rated split lid handhole in grass with restoration	80	EA	\$	\$
2.02	Exhibit A	30" x48" x24" deep traffic rated split lid handhole in grass with restoration		EA	\$	\$
2.03	Exhibit A	17" x30" x24" deep non-traffic rated handhole in grass with restoration	685	EA	\$	\$

ITEM NO.	SPEC PAYMENT REFER	ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
2.04	Exhibit A	14"x19" x12" HDPE Light Duty handhole	945	EA	\$	\$
3.00		Backbone and Distribution Cable Placement				
3.01	Exhibit A	Place fiber optic cable in HDPE Ducts	168,622	LF	\$	\$
4.00		MST Installation				
4.01	Exhibit A	6 Port MST – any tail length	715	EA	\$	\$
4.02	Exhibit A	6 Port MST - 100' tail	128	EA	\$	\$
4.03	Exhibit A	6 Port MST - 250' tail	204	EA	\$	\$
4.04	Exhibit A	6 Port MST - 500' tail	236	EA	\$	\$
4.05	Exhibit A	6 Port MST - 750' tail	112	EA	\$	\$
4.06	Exhibit A	6 Port MST - 1000' tail	23	EA	\$	\$
4.07	Exhibit A	6 Port MST - 1500' tail	12	EA	\$	\$
5.00		Drop Duct Installation				
5.01	Exhibit A	Plow, trench, or bore one (1) .75" HDPE with restoration		LF	\$	\$
6.00		Drop Cable Installation – Standard APC SC Single End to Stub				
6.01	Exhibit A	Any drop cable length up to 1,000'	345	EA	\$	\$
6.02	Exhibit A	100' Drop cable				
6.03	Exhibit A	150' Drop cable		EA	\$	\$
6.04	Exhibit A	200' Drop cable		EA	\$	\$
6.05	Exhibit A	250' Drop cable		EA	\$	\$
6.06	Exhibit A	300' Drop cable		EA	\$	\$
6.07	Exhibit A	500' Drop cable		EA	\$	\$
6.08	Exhibit A	750' Drop cable		EA	\$	\$
6.09	Exhibit A	1,000' Drop		EA	\$	\$
7.00		Customer Premise Installation				

ITEM NO.	SPEC PAYMENT REFER	ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
7.01	Exhibit A	Enclosure Installation (on outside of structure)	345	EA	\$	\$
7.02	Exhibit A	Install Customer Premise Equipment (CPE)	345	EA	\$	\$
8.00		Marker Post Installation				
8.01	Exhibit A	Install Standard Marker Post	50	EA	\$	\$
8.02	Exhibit A	Install Test Station Marker Post	19	EA	\$	\$

TOTAL BID PRICE _____

Bid prices listed shall include all applicable taxes and fees.

Unit Prices have been computed in accordance with the provided General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

TIME OF COMPLETION

Bidder accepts the provisions of the Agreement as to liquidated damages.

ATTACHMENTS TO THIS BID

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

Evidence of authority to sign, if a bid by a corporation, partnership, limited liability company, or joint venture;

Required Bid security in the form of cash, certified check, cashier's check, or a Bid bond (on the form attached) issued by a surety meeting the requirements of the General Conditions;

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). The "naming of subcontractors" form 00445 is included;

The Bidder shall provide a minimum of three references of projects with similar scope of work and size. The list of references must be submitted with the bid and shall include the name of each project and contact information of the owner or owner's representative.

Evidence of authority to do business in the state of the Idaho ;

State of Idaho Public Works Contractor's License Number.

DEFINED TERMS

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 Venture Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

(Each joint venture 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. _____.

Naming of Subcontractors, Suppliers and Other Entities Form

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).

<u>Name and Address</u>	<u>Classification</u>	<u>License Number</u>
_____	_____	_____

_____	_____	_____

_____	_____	_____

_____	_____	_____

1) List Idaho Public Works Contractor License Numbers for all subcontractors.

NOTES TO USER

1. Include this form if Instructions to Bidders require listing of additional subcontractors, suppliers or other entities.

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

THIS AGREEMENT is by and between THE CITY OF MOUNTAIN HOME ("Owner") and
_____ ("Contractor").

Owner and Contractor hereby agree as follows:

WORK

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

Placement of fiber optic duct, conduit, cable, hand holes, marker posts, grounding, restoration, CPE's, drop cables, MST's to form a fully functioning infrastructure to support the fiber to the home network in the City of Mountain Home as defined by the contract documents, exhibits, and maps as outlined by the invitation to bid and this packet. This will include all miscellaneous items to return construction areas to equal or better condition as original.

THE PROJECT

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

FIBER OPTIC LOCAL IMPROVEMENT DISTRICT NO. 1

OWNER

3.01 The Project has been designed by the City of Mountain Home, Idaho. The City will appoint internal staff to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Owner in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents. The Owner will contract and coordinate with a third-party engineering firm licensed and insured in the state of Idaho to perform project review and develop the Engineer's Report as a part of project completion.

CONTRACT TIMES

4.01 *Time of the Essence*

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 *Not Used*

4.03 *Days to Achieve Substantial Completion and Final Payment*

If Option A is chosen by the Owner, The Work will be completed by November 30, 2016. If Option B is chosen by the Owner, The Work will be completed by April 30, 2017.

4.04 *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 4.03 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 \$500.00 for each calendar day that expires after the time specified in Paragraph 4.03 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 \$500.00 for each calendar day that expires after the time specified in Paragraph 4.03 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 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 the Owner 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 5th 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 Owner's representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the work (with the balance being retainage).
- 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 Owner or Owner's Representative shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Representative'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 Owner's Representative and third-party 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 five 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. *Not Used*
 - E. 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.

- F. Based on the information and observations referred to in Paragraph 8.01.E 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.
- G. 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.
- H. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.
- J. The Contractor is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).
- K. 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 Owner's Representative 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 20, inclusive).
 - 2. ~~Performance bond (included).~~ Not Used.
 - 3. Payment bond (*included*).
 - 4. *Not Used*
 - 5. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached).
 - 6. *Not Used*
 - 7. *Not Used*
 - 8. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction (not attached).

9. *Not Used*

10. Addenda (numbers _____ to _____, inclusive).

11. Exhibits to this Agreement (enumerated as follows):

a. Definition of work to be performed – Exhibit A

12. 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 (pages 1 to 1, inclusive).

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 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.

10.06 *Jurisdiction*

- A. All disputes shall be resolved by litigation in the District Court of the 7th Judicial District in Bonneville County, Idaho.

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

CITY OF MOUNTAIN HOME _____

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:

Mountain Home, ID 83406

Idaho Public Works
Contractors License No.: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

Notice to Proceed

Date: _____

Project: Fiber Optic Local Improvement District No. 1

Owner: CITY OF MOUNTAIN HOME

Owner's Contract No.:

Contract:

Owner's Project No.:

Contractor:

Contractor's Address:

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the number of calendar days to achieve Substantial Completion is _____, and the number of calendar days to achieve readiness for final payment is _____.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

CITY OF MOUNTAIN HOME

Owner:

Given by:

Authorized Signature

Title

Date

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*):

City of Mountain Home

Mountain Home, MI

CONTRACT

Effective Date of Agreement:

Amount (Figures):

Description (*Name and Location*): Fiber Optic Local Improvement District No. 1

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

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

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.

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.

With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

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:

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

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

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.

If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

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.

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.

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.

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.

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

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.

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.

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 here from 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.

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.

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.

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

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.

