



Memorandum

To: Mayor Blad and City Council.

Cc: Jeff Mansfield - PE Public Works Director/City Engineer, Tom Kirkman - Deputy Public Works Director.

From: Austin Suing, PE Project Engineer

Date: February, 25 2020

Re: Bid Acceptance and Execution of the Agreement for Donrich Stormwater Pump Station Project.

Recommendation

Staff recommends that City Council accept the lowest responsive bid, award the project and authorize execution of the Contract Agreement between JAG Enterprises and the City of Pocatello for the Donrich Stormwater Pump Station Project in the amount of \$60,710.00, subject to Legal Department review.

Bids were received for the project on February 7th 2020, with the following results:

JAG Enterprises, Pocatello, ID	\$60,710.00
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Two other contractors were solicited for bids but did not submit a bid:

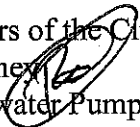
Platinum Plumbing, Pocatello, ID	No-Bid Submitted
Bore Tech, Pocatello, ID	No-Bid Submitted

JAG Enterprises was the lowest responsive bid at \$60,710.00.

Background

Donrich Avenue has an existing stormwater dry well which is designed to capture surface stormwater and slowly infiltrate water underground. In recent years larger storm events have exceeded the capacity of the dry well and resulted in flooding along Donrich Avenue. After a review of various options, a small pump station was determined to be the best option to reduce flooding along Donrich Avenue. The new stormwater pump station will discharge to Tech Farm Road and flow into an existing stormwater infiltration trench. The project includes installing pumps, discharge piping, associated electrical, and concrete work. The pumps will be installed in the existing stormwater dry well; the discharge line will be installed using a horizontal directional drill along an easement from Donrich Avenue to Tech Farm Road. The work will begin at the end of March 2020 and will be completed within or before 30 days from the start date. Funding is available in the Street Department budget as a result from an approved budget amendment by the City Council December 2019.

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney 
RE: Bid Award for Donrich Stormwater Pump Station Project
DATE: February 25, 2020

I have reviewed the documents which pertain to the Engineering's Bid Awards for above-referenced project and they are in order. I was present during the opening of the bids and it is appropriate award the bid to JAG Enterprises.

It is appropriate to award the bid to JAG Enterprises since they meet specifications and were the lowest (and only) responsive bidder. I would also recommend that the Council authorizes the Mayor to sign any and all documents necessary to allow for the completion of this project.

As always, if you have any questions, please feel free to contact me.



Memorandum

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Cc: Jeff Mansfield, PE City Engineer/Public Works Director, Tom Kirkman, Deputy Public Works Director
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Date: February, 25 2020
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Bore Tech, Pocatello, ID	No Response

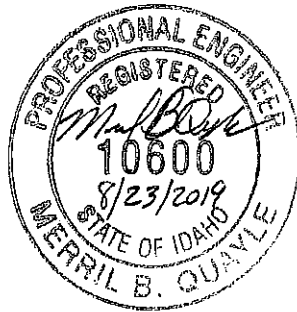
JAG Enterprises was the lowest responsive bid at \$60,710.00.

Recommendation

Staff recommends that City Council accept the lowest responsive bid, award the project and authorize execution of the Contract Agreement between JAG Enterprises and the City of Pocatello for the Donrich Stormwater Pump Station Project in the amount of \$60,710.00, subject to Legal Department review.

CITY OF POCA TELLO, IDAHO
CONTRACT DOCUMENTS FOR CONSTRUCTION OF
Donrich Stormwater Pump Station

City of Pocatello
911 North 7th Avenue
Pocatello, ID 83201



August 2019

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AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION
CONTRACT

THIS AGREEMENT is by and between _____ City of Pocatello _____ (“Owner”) and
_____ JAG Enterprises, LLC _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Install 4” pressure line using trenchless technology, pumps, fittings and controls, electrical power, 48 inch catch basin, curb-gutter, and sidewalk.**

ARTICLE 2 - THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Donrich Stormwater Pump Station.**

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by City of Pocatello Engineering Department at 911 North 7th Avenue Pocatello, Idaho 83205.
- 3.02 The Owner has retained Austin Suing (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 21 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 30 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$100 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$100 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached to this agreement.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the schedule of values established as provided in the General Conditions (and in the case of Unit

Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. The Contractor is notified and accepts by execution of the Agreement, that progress payments may not be made for up to sixty (60) days from the date of approval of the payment request by the Owner.

6.03 *Final Payment*

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

6.04 *Payments to Subcontractors*

- A. The Contractor agrees to pay each subcontractor it contracts with to perform any portion of the work for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from the Owner. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after that subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the approved referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both Disadvantaged Business Enterprise (DBE) or non-DBE subcontractors. Failure by the Contractor to carry out these requirements shall be a material breach of this Agreement.
- B. The Contractor agrees to maintain records and documents of payment to DBEs for three years following the performance of this Agreement. These records will be made available for inspection upon request by the authorized representative of the Owner. This reporting requirement also extends to any certified DBE subcontractor.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

- 7.01 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, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; 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, and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in preceding paragraph, Contractor agrees that no 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 Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 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. If required the Contractor shall be an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).
- K. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Contractor

or subcontractor to carry out this requirement is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

- L. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and finishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 9, inclusive).
 2. Performance bond – Not Required
 3. Payment bond – Not Required.
 4. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached).
 5. Supplementary Conditions (pages 1 to 6, inclusive).
 6. Special Provisions (pages 1 to 2, inclusive).
 7. Standard Specifications and Standard Drawings – 2017 Idaho Standards for Public Works Construction (not attached).
 8. Supplementary Technical Specifications (Pages 1 to 1, inclusive)
 9. Drawings consisting of 7 sheets with each sheet bearing the following general title: Donrich Stormwater Pump Station.
 10. Addenda N/A.
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 1, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award.
 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.
- d. Field Orders

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

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

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, 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.

9.03 *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.

9.04 *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 shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *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 anything 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.

9.06 *Other Provisions*

- A. The Contractor, in consideration of securing the business of constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable becomes payable, agrees:
 1. To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term to this Agreement, whether or not the same shall be payable at the end of such term;
 2. That if the said taxes, excises, and licenses 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 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 default in the payment or securing of such taxes, excises, and licenses fees, to consent that the department, officer, board, or taxing unit entering into this Agreement 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.
- B. Pursuant to the provisions of section 63-1504 of the Idaho Code, before final payment can be made, the Contractor shall furnish to the Owner, evidence that he has paid all taxes, excises, and license fees due to the state and its taxing units, due and payable during the term of the contract for such construction, and that he has secured all such taxes, excises, and license fees liability for the payment of which has accrued during the term of such contract, notwithstanding they may not yet be due or payable.
- C. Work shall not commence until Pre-Construction Conference has been held at a mutually agreed to time and place.
- D. The Contractor shall not commence work on the project until receipt of the Notice to Proceed. Contract time shall commence on the effective date of the Notice to Proceed.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

OWNER:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Idaho Public Works

Contractors License No.: _____

(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:

UNIT PRICE BID SCHEDULE

SPEC. PAY REF.	BID ITEM DESCRIPTION	UNIT	ESTD QNTY	BID UNIT PRICE	BID PRICE
DIVISION 200- EARTHWORK					
201.4.1.D.1.a.	Asphalt Removal	square yard (SY)	40	15	600
201.4.1.D.1.b.	Removal of Existing Side Walk	square yard (SY)	10	15	150
201.4.1.E.1.a.	Removal of Existing Curb & Gutter	linear foot (LF)	20	50	1000
DIVISION 300- TRENCHING					
307.4.1.G.1	Type P Surface Restoration	square yard (SY)	40	30	1200
DIVISION 500 - SEWER					
502.4.1.F.1.	Connect to Existing Manhole	each (EA)	1	5750	5750
505.4.1.B.1.	4" Pressure Sewer (Boring Method)	linear foot (LF)	358	45	16110
DIVISION 600 - STORM WATER					
602.4.1.F.1	48" Stormwater Catch Basin	each (EA)	1	4500	4500
DIVISION 700 - CONCRETE					
706.4.1.A.7	Curb and Gutter (Match Existing)	linear foot (LF)	20	30	600
706.4.1.E.1	Concrete Side Walk	square yard (SY)	10	30	300
DIVISION 1100 - TRAFFIC					
1103.4.1.A.1	Construction Traffic Control	lump sum(LS)	1	2500	2500
DIVISION 2010 - MISCELLANEOUS					
2010.4.1.A.1	Mobilization	lump sum(LS)	1	3000	3000
SPECIAL PROVISIONS					
SP-1	Install Pump Station and Controls	lump sum(LS)	1	24000	24000
SP-2	Stormwater Controls	lump sum(LS)	1	1000	1000
TOTAL OF ALL BID PRICES					60710.⁰⁰

TOTAL WRITTEN IN WORDS:

Sixty Thousand seven hundred ten dollars. 00 cents

Unit Prices have been completed in accordance with Paragraph 11.03.B of the General Conditions. All unit prices shall include applicable taxes and fees associated with the Work.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit Bid items will be based on the actual quantities, determined as provided in the Contract Documents.

JAG Enterprises



Notice to Proceed

Date: _____

Project: Donrich Stormwater Pump Station

Owner: City of Pocatello, Idaho

Owner's Contract No.: STO 532

Contract: Donrich Stormwater Pump Station

Engineer's Project No.: STO 532

Contractor: JAG Enterprises, LLC

Contractor's Address: *[send Certified Mail, Return Receipt Requested]*

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 date of Substantial Completion is 21 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 30 calendar days after the date when the Contract Times commence to run.

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 Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

_____ *[add other requirements].*

City of Pocatello

Owner:

Given by:

Authorized Signature

Title

Date

Copy to Engineer (Use Certified Mail, Return Receipt Requested)

ISPWC - SUPPLEMENTARY GENERAL CONDITIONS

~~These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, ISPWC Division 100. All provisions which are not so amended or supplemented remain in full force and effect.~~

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

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

SC-2.02 *Copies of Documents*

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

- A. Owner shall furnish to Contractor up to 5 printed or hard copies of the Drawings and Project Manual and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.

SC-4.02 *Subsurface and Physical Conditions*

Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

Add the following new paragraphs immediately after Paragraph 4.02.A:

- B. The DVDs and CCTV tapes available for this project are not part of the Contract Documents, but the "technical data" contained therein upon which Contractor may rely, as expressly identified and established above, are incorporated in the Contract Documents by reference. Contractor is not entitled to rely upon any other information and data known to or identified by Owner or Engineer.
- C. Copies of DVDs and CCTV tapes identified in SC-4.02.B that are not included with the Bidding Documents may be examined at City of Pocatello Engineering Department, 911 N 7th Ave, Pocatello, ID 83201 during regular business hours, or a copy requested from the ENGINEER.

SC-4.04 *Underground Facilities*

Add the following new paragraph immediately after Paragraph 4.04.B.2:

- C. CONTRACTOR is responsible for calling Dig Line for utility locates at (800) 342-1585 or 811 at least 72 hours prior to construction.

SC-4.05 *Reference Points*

Add the following to the end of the paragraph:

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

SC-4.06 *Hazardous Environmental Conditions*

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

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

SC-5.01 *Performance, Payment, and Other Bonds*

Add the following new paragraph immediately after Paragraph 5.01.C:

Contractor shall furnish additional license and permit bond for work on City of Pocatello right-of-way in the amount of \$10,000 bond and \$50 fee as required by the City of Pocatello permit. The bond(s) shall be made payable to the City of Pocatello designated on the Drawings and shall be in force for a period of one (1) year from the date of acceptance of the Work to cover all guarantees against defective workmanship and materials and other requirements for Work within the City of Pocatello right-of-way as specified. The surety furnishing this Bond shall have a sound financial standing and a record of service satisfactory to the Owner and the City of Pocatello. Contractor shall pay all costs for this (these) Bond(s).

SC-5.04 *Contractor's Insurance*

Add the following paragraph(s) immediately following paragraph 5.04.B:

- C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - 1. Worker's Compensation and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:
 - a. State: **Statutory.**
 - b. Employer's Liability: **\$1,000,000.**
 - 2. CONTRACTOR's General Liability Insurance under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the case, custody and control of CONTRACTOR:

- a. General Aggregate **\$1,000,000**
 - b. Products-Completed Operations Aggregate **\$2,000,000**
 - c. Personal and Advertising Injury (per person/organization with employment exclusion deleted) **\$1,000,000**
 - d. Each Occurrence (bodily injury and property damage) **\$1,000,000**
 - e. Property Damage liability insurance will remove the explosion, collapse, and underground exclusion and provide broad form property damage coverage.
3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions, providing for Combined Single Limit (bodily injury and property damage) for owned, non-owned, rented, or hired vehicles **\$1,000,000**.
4. Provide Excess Liability or Umbrella insurance providing protection for at least the hazards insured under the primary liability policies with the following limits:
- a. General Aggregate **\$2,000,000**
 - b. Each Occurrence **\$1,000,000**

SC-6.01 *Supervision and Superintendence*

Add the following paragraph immediately following paragraph 6.01.B as follows:

- C. The superintendent shall carry a cell phone at all times. This phone number will be used by the Police Department, Fire Department, OWNER, and the ENGINEER to communicate with the superintendent. The superintendent or a designated alternate shall be available at this cell phone number 24 hours per day, 7 days per week during the duration of the work. The cell phone and the superintendent shall be on site at all times when work is in progress. Failure to observe this requirement shall be considered suspension of the Work by the CONTRACTOR until such time as such superintendent is again present at the site.

SC-6.02 *Labor; Working Hours*

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

- B. CONTRACTOR (and Subcontractor) regular working hours are between 7:00 A.M. and 6:00 P.M. excluding Sundays and holidays per the City of Pocatello Municipal Code 9.16.100 except where determined by ENGINEER that additional working hours will be permitted. CONTRACTOR is encouraged to perform CONTRACTOR's operations during regular working hours. Alternative working hours may be required in commercial areas due to restaurants or bars, for example, on a case-by-case basis as requested by the CONTRACTOR and determined and approved by the ENGINEER.

SC-6.08 *Permits*

Add the following paragraph immediately following Paragraph 6.08.A of the General Conditions:

B. CONTRACTOR and subcontractors shall have a valid City of Pocatello business license and permit bond before performing work on this project. License and permit bond information including required fee is included in the Contract Documents. CONTRACTOR shall apply for and receive a City of Pocatello right-of-way excavation permit before the start of construction.

CONTRACTOR may obtain a permit from the City Water Department in order to obtain clean water for CONTRACTOR's operations from designated fire hydrant(s) located close to the project site. Cost of water shall be included in the prices paid for Bid Items.

CONTRACTOR and subcontractors shall have the appropriate valid Public Works Contractor's License per Idaho Code 54-1902 and shall register as a contractor in the State of Idaho.

SC-6.11 *Use of Site and Other Areas*

Supplement Paragraph 6.11.A.1 of the General Conditions as follows:

CONTRACTOR shall not store any equipment or materials on paved city streets except with prior approval from the ENGINEER.

SC-6.13 *Safety and Protection*

Supplement Paragraph 6.13.B of the General Conditions as follows:

CONTRACTOR shall adhere to all OSHA regulations including but not limited to trench safety and confined space entry requirements.

SC-8.13 *Owner as Project Representative*

Add a new paragraph immediately following Paragraph 8.12. of the General Conditions as follows:

SC-8.13 *Owner as Project Representative*

A. Owner will furnish Project representation during the construction period. The duties, responsibilities and limitations of the authority specified for the Engineer in Article 9-ENGINEERS STATUS DURING CONSTRUCTION, and elsewhere in the Contract Documents will be those of the Owner.

SC-11.03 *Unit Price Work*

Delete Paragraph 11.03.D in its entirety and insert the following in its place:

D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the Bid price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 20 percent from the estimated quantity of such item indicated in the Agreement; and
2. if there is no corresponding adjustment with respect to any other item of Work; and
3. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-12.01 *Change of Contract Price*

SC-12.01.C Contractor's Fee. Delete the semicolon at the end of GC 12.01.C.2.c, and add the following language:

, provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work;

SC-16.01 *Methods and Procedure*

SC-16.01 Delete Paragraph 16.01.C in its entirety and insert the following in its place:

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to demand arbitration of the Claim, pursuant to Paragraph SC-16.02; or
2. agrees with the other party to submit the Claim to another dispute resolution process.

SC-16.02 Add the following new paragraph immediately after Paragraph 16.01.

SC-16.02 *Arbitration*

- A. All Claims or counterclaims, disputes, or other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.09) including but not limited to those not resolved under the provisions of Paragraphs SC-16.01A and 16.01.B will be decided by arbitration in accordance with the rules of [insert name of selected arbitration agency], subject to the conditions and limitations of this Paragraph SC-16.02. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the 30 day period specified in Paragraph SC-16.01.C, and in all other cases within a reasonable time after the Claim or counterclaim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim or other dispute or matter in question would be barred by the applicable statute of limitations.
- C. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.
- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include: (i) a concise breakdown of the award; (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Controlling Law relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

SP-1 STORMWATER PUMP STATION

PART 1 GENERAL

- 1.1 **Scope:** Furnish 2 solids-handling, electric submersible pumps to be supplied with integral electric motor, discharge elbow, check and isolation valves 3 float system and installation accessories. Pumps furnished under this specification are units with discharge connections of three inches in diameter, or larger, and motor ratings of 6.4 horsepower, or next largest nominal size.
- 1.2 **Pump Manufacture:** Acceptable manufacturer is Stancor Pump or substitute approved by the Engineer. A manufacturer's being named in this specification notwithstanding, all equipment approved for this project shall meet or exceed all performance, service, and warranty requirements of this specification.
- 1.3 **Submittals:**
- A. Pre Bid Submittal (Not Required):
1. If contractor selected pumps differ from this specification, it is recommended to provide details of the pumps before the bid is submitted. Pumps that differ from the specification and not reviewed by the Engineer are not guaranteed to be accepted for installation.
 2. If contractor provides pre-submittal data it shall include, but not be necessarily limited to: typical motor, as well as pump, performance curves; compliance documentation for all performance values described.
- B. Data required under this specification includes, complete assembly, foundation support, and installation drawings, together with detailed specifications and data covering pumps, motors, material used, parts, devices and other accessories forming a part of the equipment furnished shall be submitted for approval in accordance with the procedure set forth in the General Conditions.

Data and specifications for the equipment shall include, but shall not be limited to the following:

1. Setting plans. Setting plans shall include:
 - a. Anchor/Support layout
 - b. Anchor/Support dimensions.
 - c. Outline dimensions and weights of pumps, bases, motors, and control enclosures.
2. Pumps. Data and drawings shall include:
 - a. Manufacturer, type and model number.
 - b. Assembly drawing, nomenclature and material list, O & M manual, and parts list.
 - c. Impeller type, diameter, thru-let dimensions, sphere size, number of vanes and identification number.

- d. Complete motor performance data including: rating, voltage/phase/frequency; design type; service factor; insulation class; motor pole number; actual rotation speed when combined with the specified pumps; current, power factor and active input power (KW) as a continuous function of shaft power from no load to at least 115 percent load; start (max. inrush) current; locked rotor current; NEC code letter; and motor torque as a continuous function through the motor start cycle from no rotation to synchronous speed.
 - e. Complete performance test curve(s) showing full range (shutoff to run-out) head vs. capacity, NPSHR, hydraulic efficiency, motor active (KW) input power, motor total (KVA) input power (based on measured current and voltage), and shaft power (BHP).
 - f. Location and description of Service Centers and spare parts stock.
 - g. Warranty for the proposed equipment.
- C. The manufacturer shall indicate, by arrows to points on the Q/H curves, limits recommended for stable operation, between which the pumps are to be operated to prevent surging, cavitation, and vibration. The stable operating range shall be as large as possible, and shall be based on actual hydraulic and mechanical characteristics of the units and shall meet the hydraulic performance requirements of the proposed system.

1.4 Quality Assurance:

- A. General: The pumps shall be suitable for pumping stormwater and shall be designed and fully guaranteed for this use. The fluid temperature range shall be from 40 degrees to 104 degrees F.
- B. Field Tests: Equipment shall be field tested as specified hereinafter. Field testing shall be composed of preliminary tests and acceptance tests. The Contractor shall provide the services of authorized equipment supplier's representatives to conduct all field tests.
- C. Preliminary Tests: Preliminary tests shall be run on all pumps, motors, and control systems to demonstrate that they are in proper working order.
- D. Acceptance tests: Acceptance tests shall be run to demonstrate that the pumping units, motors and control system meet the following requirements:
 1. The pumping units operate as specified without excessive noise, cavitation, vibration, and without overheating of the bearings.
 2. All automatic and manual controls function in accordance with the specified requirements.
 3. All drive equipment operates without being overloaded.

PART 2 MATERIALS

2.1 Pumps:

- A. Pumps Shall be a Stancor Trash Pump SL 750 or approved equal.

2.2 Pump Design:

- A. The pumps(s) shall be designed to handle heavy mud and slurry. Each pump model shall be furnished with a water jacket cooling system allowing safe operation in shallow water and dry locations for substantial periods of time. Each pump shall be equipped with a stainless-steel inlet screen to prevent large solids from entering the impeller. Pump weight must not exceed 145 lbs (without cable).

2.3 Pump Performance:

- A. Primary Duty Point (GPM/ft.) 230 / 29.25 [sets specific "design" Q/H requirement]
- B. Maximum Active Motor Input Power at primary duty point (HP) 6.4 sets a minimum primary "overall" efficiency]
- C. Maximum Pump Speed (RPM) 3450 [higher pump speed increases NPSHR]
- D. Voltage/Cycle/Phase 230/60/1
- E. Motor Design NEMA Type B
- F. Motor Service Factor 1.15 [specifies ratio of motor rated power to peak available power]
- G. Motor Insulation Class F [sets minimum temperature that insulation system will withstand]
- H. Maximum Rated (FL) Current (A) 22.0 [sets maximum "rated" load on power grid]
- I. Minimum Rated (FL) Power Factor (%) 76 sets maximum "rated" load on power grid]
- J. Maximum NEC Code Letter F [limits electrical "start" power requirement]
- K. Minimum Pump Discharge Size (inches) 4 [limits flow velocity and velocity head requirement]

2.4 Controls:

- A. Supply one Duplex Automatic Control box in a NEMA 4X Enclosure, hand/off/automatic pump operations selector switch; pump alternator for two pumps (providing alternating operation of pumps under normal conditions, or in case of high level, allowing both pumps to operate simultaneously) and high level alarm function.
- B. Controls shall include manual transfer switch and external connector for connecting an external generator during power outages.
- C. Provide 3 Float Switches internally weighted, set for PUMP-OFF, PUMP-ON, and EMERGENCY PUMP ON.

2.5 Fittings and Valves

- A. Fitting and valves shall be rated for the same pressure as the discharge piping.
- B. Check Valve details shall be submitted to Engineer for approval before incorporated into work.

PART 3 WORKMANSHIP – NOT USED

PART 4 MEASUREMENT AND PAYMENT

4.1 Use the following bid item as designated in the Bid Schedule. Includes all labor, material, and equipment required to perform the work.

A. **Stormwater Pump Station**: By Each and includes pumps, controls, and appurtenances to complete a functional pump station as described in this specification. Not included under this item is discharge piping outside of the wet well.

1. Bid Schedule Payment Reference: SP1
2. Bid Schedule Description: Stormwater Pump Station, Each (EA).

SP-2 STORMWATER CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. This work shall consist of implementing Best Management Practices (BMPs) as required by the NPDES General Permit if applicable and/or as directed by the Engineer or Environmental Inspector including but not limited to the following:
 1. Create, update, and modify as necessary a stormwater pollution prevention plan (SWPPP), if applicable. File a notice of intent (NOI) and notice of termination (NOT), and adhere to all provisions set forth in the NPDES General permit, if applicable. Perform regular inspections by a qualified SWPPP inspector as outlined in the NPDES General Permit, if necessary. If a SWPPP does not apply, create, update, and as necessary modify an Erosion and Sediment Control Plan (ESCP).
 2. Implement erosion and sediment control BMPs (minimize disturbed area, stabilize soils, stabilized construction entrances, retain sediment on site, dust control, etc.)
 3. Implement good housekeeping BMPs (waste management, material handling, staging areas, washout areas, vehicle fueling and maintenance practice, spill prevention and response plan, etc.)
 4. Implement permanent BMPs (seedbed preparation, seeding, mulching, tackifier, final stabilization measures, etc.)

1.2 RELATED DIVISIONS AND SECTIONS

- A. Section 201 – Clearing and Grubbing.
- B. Section 202 – Excavation and Embankment.
- C. Section 205 – Dewatering.
- D. Section 206 – Permanent Erosion Control.
- E. Section 301 – Trench Excavation.
- F. Section 305 – Pipe Bedding.
- G. Section 306 – Trench Backfill.
- H. Division 1000 – Construction Stormwater Best Management Practices (BMPs).

1.3 REFERENCES

- A. Idaho Department of Environmental Quality's Catalog of Stormwater Best Management

Practices for Idaho Cities and Counties.

- B. City of Pocatello Re-vegetation Guide *Grasses, Forbs & Shrubs*
- C. Idaho Construction Site Erosion and Sediment Control Field Guide

PART 2 MATERIALS

2.1 INCORPORATED BY REFERENCE

- A. Refer to Idaho Department of Environmental Quality's Catalog of Stormwater Best Management Practices for Idaho Cities and Counties located online at: <http://www.deq.idaho.gov/media/622263-Stormwater.pdf>.
- B. Refer to the City of Pocatello Re-vegetation Guide *Grasses, Forbs & Shrubs* located online at: http://www.pocatello.us/se/documents/reveg_guide_2009.pdf.

PART 3 WORKMANSHIP

3.1 INCORPORATED BY REFERENCE

- A. Refer to Idaho Department of Environmental Quality's Catalog of Stormwater Best Management Practices for Idaho Cities and Counties located online at: <http://www.deq.idaho.gov/media/622263-Stormwater.pdf>.
- B. Refer to the City of Pocatello Re-vegetation Guide *Grasses, Forbs & Shrubs* located online at: http://www.pocatello.us/se/documents/reveg_guide_2009.pdf.
- C. Refer to the Idaho Construction Site Erosion and Sediment Control Field Guide located at Pocatello City Hall in the Science and Environment Department.
- D. Monitor, maintain, and at the appropriate time remove BMPs in accordance with SWPPP or ESCP.

PART 4 MEASUREMENT AND PAYMENT

- 4.1 Use the following bid item as designated in the Bid Schedule. Includes all labor, material, and equipment required to perform the work. Work to include Best Management Practices as specified.
 - A. Best Management Practices (BMPs): By the lump sum. Includes full compensation for all materials, labor and equipment necessary for completing the work and all appurtenances not itemized on the Bid Schedule.
 - 1. Bid Schedule Payment References: SP-2.

2. Bid Schedule Description: Best Management Practices (BMPs)...lump sum (LS).

Work Change Directive

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease) Contract Time _____ (increase/decrease)
days

If the change involves an increase, the estimated amount is not to be exceeded without further authorization

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.:	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:
\$ _____

Original Contract Times: Working days Calendar days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____:
\$ _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Price prior to this Change Order:
\$ _____

Contract Times prior to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:
\$ _____

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:
\$ _____

Contract Times with all approved Change Orders:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Name: _____
Print Name

ACCEPTED:
By: _____
Owner (Authorized Signature)
Name: _____
Print Name

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Name: _____
Print Name

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable):

Date: _____

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Field Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Attention:

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____
(Specification Section(s)) (Drawing(s) / Detail(s))

Description:

Attachments:

Engineer:
Signature: _____
Print Name: _____

Receipt Acknowledged by Contractor:	Date:
Signature: _____	
Print Name: _____	

Copy to Owner

Idaho State Tax Commission
NOTICE OF AWARD

Date: _____

PART I—AWARDING AGENCY INFORMATION:

Name of agency	Mailing address	City, State and ZIP Code
Contact name	Phone number	Email address

PART II—CONTRACTOR INFORMATION:

Name of contractor	Mailing address	City, State & ZIP Code
Federal EIN	Contact Name	Phone Number

PART III—PROJECT INFORMATION:

Name of project	Location of project
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Description of project

Project Number assigned by awarding agency	Estimated start date	Estimated completion date	Contract dollar amount:
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Will the awarding agency supply materials that will be installed by the contractor or its subs? Yes No

If YES, list these materials and their dollar values (Attach additional information if needed.)

List materials	List dollar values of materials
	\$
	\$
	\$
	\$

Send to: Contract Desk/Sales Tax Audit
 Idaho State Tax Commission
 PO Box 36
 Boise, ID 83022-0410

Phone: (208) 334-7618

Fax: (208) 332-6619

Email: contractdesk@tax.idaho.gov

SUPPLEMENTARY TECHNICAL SPECIFICATIONS

These provisions shall supplement the Technical Specifications:

END OF SUPPLEMENTARY TECHNICAL SPECIFICATIONS