SANDPOINT BUSINESS CENTER - AIRPORT WAY ROOF REFASTENING AND ROOF UNIT(S) RESEALING
BIDDING INSTRUCTIONS

July 15, 2020

PROJECT WORK REQUIREMENTS

The City is requesting bids for the removal and replacement of approximately 9,000 screws and resealing of roof units at the Sandpoint Business Center building located at 814 Airport Way.

Exhibit B, Photos will provide further visuals for this project.

Contractor responsible for obtaining any required permits.

Contractor to ensure protection of any and all infrastructure and is responsible for repairing damage as result of Work performed.

Contractor responsible for any site visit prior to bid submittal to fully understand the Work.

Contractor to call (208) 255-2657 or email Cheryl Hughes at chughes@sandpointidaho.gov to set up an appointment to visually inspect roof. City staff must be present for any roof inspection. City staff onsite for any Contractor inspection will not answer any questions. All questions must be formally emailed as stated below in Bid Requirements. This will be an onsite inspection only.

Contractor to not disturb tenant during any onsite inspection.

BID REQUIREMENTS:

Contractor to submit fully completed, EXHIBIT A - BID FORM, by bid due date of July 31, 2020 at 2:00:00 PM PST. Bid to be emailed to cityclerk@sandpointidaho.gov.

Indicate "Sandpoint Business Center – Airport Way Roof Refastening and Roof Unit(s)

Resealing" within the subject line of the email.

Submitted bids must include Exhibit A, BID FORM: SANDPOINT BUSINESS CENTER - ROOF REFASTENING AND ROOF UNIT(S) RESEALING. This Bid Form must be filled out in its entirety and any Addenda must be acknowledged on this form.

Contract will be awarded to lowest responsible bidder and all bidders will be notified of bid results via email within five (5) business days following bid deadline.

Any questions in reference to these bidding instructions are to be submitted in writing only to chughes@sandpointidaho.gov and questions must be received no later than 2:00:00 PM PST on July 28, 2020.

City of Sandpoint reserves the right to reject any or all submitted bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids.

The City of Sandpoint LOCAL PREFERNCE Policy shall apply as applicable to this project. Further information on the City of Sandpoint Local Preference Policy can be found at https://www.sandpointidaho.gov/home/showdocument?id=14229.

Sandpoint encourages disadvantaged, minority, and women-owned Contractors to respond. The City, in accordance with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d to 2000d-4) and associated regulations as well as Sandpoint City Code, hereby notifies all Responders that it will ensure all businesses will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression in consideration for an award.

CONTRACT REQUIREMENTS:
If awarded contract, contractor to provide insurance certificates (minimum liability limits below) naming City of Sandpoint as Additional Insured, possess a State of Idaho Contractor License, and obtain or possess a current City of Sandpoint Business License.

Insurance Minimum Liability Requirements:
General Commercial Liability: $1,000,000 per occurrence / $2,000,000 aggregate
Commercial Automobile: $1,000,000
Workers Compensation: State of Idaho Statutory Limits

Contractor required to possess and maintain throughout the project, all required local, state, and federal licenses and/or certifications. This includes a State of Idaho Contractor's License and a City of Sandpoint Business License.

PROTESTS:
Prior to submission of a protest relating to or arising from the solicitation for bids, all parties

shall use their best efforts to resolve concerns raised by an interested party through open and frank discussions.

A protest shall be concise and logically presented to facilitate review by the City of Sandpoint. Protests shall include the following information:

1. Name, address, fax and telephone numbers, and an email address (if applicable) of the protester;
2. Bid or Contract Number and Title
3. Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
4. Copies of relevant documents;
5. Request for a ruling by the City of Sandpoint;
6. Statement as to the form of relief requested;
7. All information establishing that the protester is an interested party for the purpose of filing a protest; and
8. All information establishing the timeliness of the protest.

All protests filed directly with the City of Sandpoint will be addressed by the authorized and/or designated representative of the City. Protests based on alleged improprieties in the Bidding Instructions or evaluation and award criteria shall be filed at least ten (10) calendar days before the bid submittal date. Failure to promptly files a protest based on bid procedures or evaluation and award criteria shall be deemed a waiver of the right to pursue a protest. In all other cases, protests shall be filed no later than five (5) calendar days after the basis of the protest is known or should have been known, whichever is earlier, but no later than ten (10) calendar days following the bid due date.

Upon receipt of a protest before contract award, a contract may not be awarded, pending resolution of the protest, unless contract award is justified, in writing, to be in the best interest of the City of Sandpoint. If contract award is withheld pending City of Sandpoint resolution of the protest, the City will inform the bidders whose bids might become eligible for award of contract. If appropriate, the bidders will be requested, before expiration of the time for acceptance of their bids, to extend the time for acceptance to avoid the need for re-solicitation. In the event of failure to obtain such extension of time, consideration should be given to proceeding with contract award. Upon receipt of a protest within ten (10) days after contract award, the City shall immediately suspend performance, pending resolution of the protest, including any review by an independent higher level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the City. Pursuing a protest does not extend the time of obtaining a judicial stay, injunction or other remedy. The City shall make its best efforts to resolve protests within 20 days after the protest is filed. To the extent permitted by law and regulation, the parties may exchange relevant information. City protest decisions shall be well-reasoned and explain the City's position. The protest decision shall be provided to the protestor using a method that provides evidence of receipt.

EXHIBIT A
BID FORM
SANDPOINT BUSINESS CENTER - ROOF REFASTENING AND ROOF UNIT(S) RESEALING

BID DEADLINE: JULY 31, 2020 at 2:00:00 PM PST

BIDDER NAME:_____

BIDDER ADDRESS: _____

BIDDER PHONE NUMBER: _____

BIDDER EMAIL (IF APPLICABLE):_____

BIDDER STATE OF IDAHO CONTRACTOR LICENSE NUMBER: _____

TOTAL LUMP SUM BID_____

ANTICIPATED PROJECT COMPLETION DATE: _____

SIGNED:_____ **DATE:** _____

PRINT NAME: _____

TITLE: _____

Acknowledge any posted Addenda to this bid document: _____

EXHIBIT B
PHOTOS

SAMPLE CONTRACT FOR CONSTRUCTION FOR SANDPOINT BUSINESS CENTER - AIRPORT WAY BUILDING ROOF REFASTENING AND ROOF UNIT(S) RESEALING

This Contract is made and entered into this 15th day of August, 2020, by and between the City of Sandpoint, a public body corporate and politic (hereinafter the "OWNER"), and XXXXXXXXXXX, a State of Idaho XXXXXXXXXXXXX, (hereinafter called the "CONTRACTOR"). The OWNER and CONTRACTOR are sometimes referred to herein as a "party" or "parties."

ARTICLE 1 - THE WORK

1.01 Work

A. Work includes all labor, materials, equipment, services, licenses, permits, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project Work is generally described as removal and replacement of approximately 9,000 screws and resealing of roof units at the Sandpoint Business Center building located at 814 Airport Way.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor to the Owner.

B. During the performance of the Work and until final payment, Contractor shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Owner. Owner shall be the final arbiter of the requirements of the Contract Documents, and of the acceptability of the Work thereunder.

C. Owner will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Owner or its consultants.

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract.

2. The following which may be delivered or issued on or after the Effective Date of the Contract:

a. Work Change Directives (EJCDC C-940).

b. Change Orders (EJCDC C-941).

c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

A. The Engineer for this Project is Owner.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Completion

A. The Work will be completed on or before XXXXXXX 2020.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

A. Owner shall pay Contractor in accordance with Exhibit A, Fee Schedule, a lump sum amount of $XXXXXX associated with completing this Work as outlined in Section 1.01.

ARTICLE 6 - INSURANCE

6.01 Insurance

At all times material hereto, CONTRACTOR shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than $1,000,000.00 per claim and $2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Contract, naming the CITY as an additional insured on each such policy or policies. CONTRACTOR shall provide the CITY with proof of such insurance prior to commencement of any Work. CONTRACTOR shall also keep and maintain an automobile insurance policy or policies for each of its employees, in the same amounts stated above, insuring against

losses related to operation of its vehicles in performance of its duties under this Agreement. All employees of CONTRACTOR are deemed its employees only, and CONTRACTOR shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the CITY prior to commencement of any Work. Contractor's Responsibilities

6.02 Supervision and Superintendence

A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

B. Contractor shall at all times maintain appropriate order at the Site.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

6.03 Other Work at the Site

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

6.04 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

6.05 Subcontractors and Suppliers

A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

6.06 Quality Management

A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

6.07 Licenses, Fees and Permits

A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

C. Contractor shall retain a current City of Sandpoint Business License.

6.08 Laws and Regulations; Taxes

A. Contractor shall give all notices required by and shall comply with all local, state, and federal laws and regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable laws and regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any such laws or regulations.

B. Contractor shall bear all resulting costs and losses, and shall defend, indemnify and hold harmless Owner, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations.

C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with laws and regulations.

6.09 Record Documents

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Owner upon completion of the Work.

6.10 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its sole expense.

D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.11 Shop Drawings, Samples, and Other Submittals

A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.

B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

C. With each submittal, Contractor shall give Owner specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.

D. Owner will provide timely review of shop drawings and samples.

E. Owner's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.

F. Owner's review and approval of a separate item does not indicate approval of the assembly in which the item functions.

G. Contractor shall make corrections required by Owner and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Owner on previous submittals.

H. Shop drawings are not Contract Documents.

6.12 Correction Period

A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

6.13 Indemnification

CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by CONTRACTOR'S wrongful acts or omissions in the performance of its duties under this Contract. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the CITY, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

ARTICLE 7 - OWNER'S RESPONSIBILITIES

7.01 Owner's Responsibilities

A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor.

B. Owner shall make payments to Contractor as provided in this Contract.

C. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

D. The Owner shall be responsible for performing inspections and tests required by applicable codes.

E. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 8 - CHANGES IN THE WORK

8.01 Authority to Change the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

8.02 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Section 12.

ARTICLE 9 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

9.01 Differing Conditions Process

A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. After receipt of written notice, Owner will promptly:

1. Review the subsurface or physical condition in question;

2. Determine necessity for obtaining additional exploration or tests with respect to the condition;

3. Determine whether the condition falls within the differing site condition as stated herein;

4. Obtain any pertinent cost or schedule information from Contractor;

5. Render a decision regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and

C. Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made.

ARTICLE 10 - DISPUTE RESOLUTION

10.01 Dispute Resolution

Owner and Contractor agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

ARTICLE 11 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

11.01 Tests and Inspections

A. Owner will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

B. Contractor shall give Owner timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner, Contractor shall, if requested by Owner, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

11.02 Defective Work

A. Contractor shall ensure that the Work is not defective.

B. Owner has the authority, in its sole discretion, to determine whether Work is defective and to reject defective Work.

C. Prompt notice of all defective Work of which Owner has actual knowledge will be given to Contractor.

D. The Contractor shall promptly correct all such defective Work.

E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 12 - PAYMENTS TO CONTRACTOR

12.01 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

12.02 Final Inspection

A. Upon written notice from Contractor that the entire Work is complete, Owner will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

12.03 Payment

A. Contractor may make application for payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, warranties, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

B. The application for payment shall be accompanied (except as previously delivered) by:

1. All documentation called for in the Contract Documents;

2. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;

3. A list of all disputes that Contractor believes are unsettled; and

4. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Owner's written recommendation of final payment.

12.04 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 13 - SUSPENSION OF WORK AND TERMINATION

13.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

13.02 Owner May Terminate for Cause

A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

B. If Contractor defaults in its obligations, then after giving Contractor and any surety fourteen calendar days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

C. Owner may not proceed with termination of the Contract under Section 13.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

D. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

13.03 Owner May Terminate for Convenience

A. Upon fourteen calendar days' written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination; and

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

ARTICLE 14 - CONTRACTOR'S REPRESENTATIONS

14.01 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

2. Contractor has visited the Site, conducted a thorough 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.

3. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.

4. 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:

a. The cost, progress, and performance of the Work;

b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

c. Contractor's safety precautions and programs.

5. Based on the information and observations referred to in the 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.

6. 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.

7. 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.

8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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

ARTICLE 15 - MISCELLANEOUS

15.01 Cumulative Remedies

A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

15.02 Limitation of Damages

A. Neither Owner, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

15.03 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

15.04 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.

15.05 Controlling Law

A. This Contract is to be governed by the law of the State of Idaho. The jurisdiction/venue for any action arising out of performance of this Contract, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County. In any action to enforce the terms and conditions of this Contract, the prevailing party may recover its reasonable attorney fees.

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

This Contract will be effective on August 15, 2020.

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:
City of Sandpoint	_____
1123 Lake Street	_____
Sandpoint, Idaho 83864	_____
	License No.: _____ (where applicable)