

**COUNTY of ELMORE
INVITATION TO BID
RENOVATION OF THE ELMORE COUNTY PUBLIC SERVICE 1 BUILDING
2280 American Legion Blvd, Mountain Home, Idaho 83647
(f/k/a – the Desert Sage Building)
(September 13, 2024)**

SUBMIT BIDS TO:

**ELMORE COUNTY COMMISSIONERS
C/O COUNTY CLERK
150 SOUTH 4TH EAST, SUITE #3
MOUNTAIN HOME, IDAHO 83647**

Telephone Number: (208) 587-2130

Bids must be received by 5:00 P.M. (MDT) on the 17th day of October 2024.

Bids received after said time and date will not be accepted and shall be returned unopened.

Return the bid in a sealed envelope marked:

“ELMORE COUNTY PUBLIC SERVICES BUILDING 1”

I. INTRODUCTION

1. Purpose of Bid: Elmore County (the “County”) is requesting bids from bidders who are interested in renovating the Elmore County Public Services Building 1 located at 2280 American Legion Blvd, Mountain Home, Idaho 83647

The design for the renovation is more fully set forth in those plans and specifications (“Plans and Specifications”), a list of which is attached hereto as Exhibit A. A description of the work of this project can be summarized to include minor site improvements and a comprehensive remodel of an existing building acquired by the County in February 2024. Formerly the Desert Sage Health Centers building, the facility was originally constructed in 2004, remodeled in 2013, and has been well maintained. The total building area is approximately 10,755 sf. The building shall be used for office and public spaces for various departments of the County. The “**Project**” is described more fully in the Plans and Specifications.

A complete copy of the physical plans and specifications may be viewed from the Elmore County Clerk’s Office located at the Elmore County Courthouse, 150 South 4th East, Suite #3, Mountain Home, Idaho 83647.

A complete copy of the electronic plans and specifications may be obtained from the Elmore County website <https://elmorescounty.org/invitation-to-bid/>.

2. Scope of Bid: This Invitation to Bid contains the instructions governing the requirements for a bid to be submitted by interested bidders, the materials to be included therein, the requirements which must be met, and the bidder’s responsibilities before and after the award of the contract.

3. Procedure: Bids submitted pursuant to this Invitation to Bid shall be filed with the County Clerk by hand delivery or certified mail, return receipt requested, and should be received by the Clerk no later than 5:00 p.m. (MDT) on October 17, 2024. Four (4) sets of bids should be supplied by the bidder. Late bids will not

be accepted, opened, or considered. Each bid shall include the legal name of the bidder and a statement whether the bidder is a sole proprietor, a partnership, a corporation, or other legal entity, and shall be signed by the person or persons legally authorized to do so. All bids must be made on the Bidder's Proposal attached hereto. The name and address of the County Clerk is set forth above.

4. Bidder's Cost: The cost for developing bids is entirely the responsibility of any party that responds to this Invitation to Bid, including the bidder chosen, if any, and shall not be chargeable to the County.

5. Calendar of Events: The following is a schedule of events concerning the bid process:

The County will be utilizing American Rescue Program Act (ARPA) funds for these services. To comply with ARPA guidelines, the funds must be obligated by December 31, 2024, which requires an executed and accepted contract by that date. Estimated construction start is Q1 of 2025. All ARPA funded construction projects must be completed by December 31, 2026, in accordance with ARPA requirements. This project has an estimated completion date of September 30, 2025.

| | |
|----------|---|
| 09.13.24 | Notice of Invitation to Bid |
| 09.24.24 | Pre-bid building walk through: 9:00 a.m. at stated project location |
| 09.30.24 | Questions regarding the Invitation to Bid due |
| 10.04.24 | Answers to submitted questions provided to all respondents by 5:00 p.m. MST |
| 10.17.24 | Sealed bid responses due by 5:00 p.m. MST |
| 10.18.24 | Bid opening and validation check at County Board of Commissioners meeting |
| 11.01.24 | County Commissioners consideration of Evaluation Committee findings |
| 11.22.24 | County Commissioners evaluate General Contracting Contract |

The Board reserves the right to defer to the bid opening and award to a later scheduled meeting.

6. Acceptance and Rejection of Bids: Provided the County accepts a bid and elects to proceed forward with construction of the Elmore County Public Services Building 1, construction shall be awarded to the Qualified Bidder, as defined below, with the lowest price, which demonstrates the ability to fulfill the requirements of this Invitation to Bid and complies with its terms and conditions. The County's decision shall be final. The County's waiver of a minor defect shall in no way modify the bid document or excuse the bidder from full compliance with the specifications herein if the bidder is awarded the contract. Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition contended by the bidder may be rejected by the County.

The Board reserves the right to accept or reject any or all bids or portions thereof, and to waive any formalities or irregularities in the bids received if this is to the advantage of the County. In the event of any conflict between the terms of this Invitation to Bid and Idaho Code §§ 67-2801 through -2809, the provisions of state law shall control.

The Board reserves the right to not award a bid to any bidder and, it may, at its option, republish and rebid the matter. The Board will only consider bids from bidders meeting the terms and conditions as set forth in this Invitation to Bid.

7. Bidder Qualification: To be considered for award of this bid, a bidder must have completed Two Hundred Thousand Dollars (\$200,000.00) of general or public works construction during the last twenty-four months (24) and have the licenses, bonds and insurances required for this project as set forth below ("Qualified Bidder").

8. Disclosure of Bid: Prior to the date set for opening of the bids, no bids shall be handled to permit disclosure of the identity of any responder(s) or the content of any bid to competing responders. Discussion may be conducted with responsible bidders who submit bids determined to be reasonably susceptible of being selected for the award. After the opening of the bids by the County, the bids shall be available, if requested, for public inspection.

9. Signature of Bidder or its Agent: Each bidder's bid and any clarification to that bid shall be signed by an officer of the bidding company or a designated agent empowered to bind the bidder in contract.

10. Bid Withdrawal: Holding Time for Bid: A bidder may withdraw any proposal submitted prior to the bid opening date, provided the request is signed in a manner identical to that of the proposal being withdrawn. No bidder may withdraw after the date opening thereof.

11. Bid Objections: Any objections to the Invitation to Bid or the bidding procedure must be received by the Elmore County Clerk in writing at least three (3) days before the bid opening date or such objection shall be waived by the bidder or potential bidder.

12. Questions: If you have questions pertaining to the bid or the Invitation to Bid, please submit them in writing to Clearwater Financial, Christine Stoll, info@clearwaterfinancial.biz, by October 4th, 2024.

Clearwater Financial serves as the County's municipal advisor regarding its financing needs and acts as a fiduciary to the County in this role.

13. Walk-Through: The County will be conducting an on-site walk-through of the Project at 9:00 A.M. on September 24, 2024, at the 2280 American Legion Blvd, Mountain Home, Idaho 83647 for interested bidders.

II. GENERAL TERMS AND CONDITIONS:

1. Introduction: Bidders' response to each of the requirements in this Invitation to Bid is mandatory. Failure to respond to a requirement in this Invitation to Bid, or non-adherence to a requirement in this Invitation to Bid, may cause the bid to be rejected. For a bid to be considered, it must be from a Qualified Bidder. The terms and condition contained in this Invitation to Bid may, at the County's option, be included in any contract with the awarded bidder, unless the bidder provides a valid reason, as accepted, and approved by the County at the time of the bid, why such term should not be included.

2. Type of Contract: The evaluation of bids submitted in response to this Invitation to Bid may result in the issuance of a contract in favor of the selected County bidder. The contract with the selected bidder shall incorporate the terms, conditions and requirements of the Invitation to Bid, the bidder's response, and all other agreements that may be reached and shall be on AIA form A105-2017, in such form with such changes as required by the County, along with the County's exhibit pages, in substantially the same form as attached hereto as Exhibits B-D. No increase in the rates or any costs to the County will be permitted from the bid to the final contract unless a modification in material is agreed upon by the County and executed in the AIA Document G701-2017.

3. Execution of Contract: It is anticipated a contract with the successful bidder, if any, will be executed shortly after the award of the bid.

4. Bid Bond: A bid bond executed on AIA form A310-2010 is required for this Project in an amount not less than five (5%) of the contract amount and shall be delivered with the submitted bid. The surety company must be authorized to do business in Idaho.

5. Payment/Performance Bond: A performance and payment bond is required for this Project in an amount not less than eighty-five percent (85%) of the contract amount and shall be delivered prior to the execution of the construction contract. The surety company must be authorized to do business in Idaho.

6. Licenses: Contractor, and subcontractors or specialty contractors shall be required to have a current license as a public works contractor in the State of Idaho in order to submit a bid on this Project; and the successful bidder shall have a public works contractor license, Class C or higher.

7. Wages: This public works contract is funded by ARPA. Wages are not required to comply with applicable wage determinations and labor standards as established by the Secretary of Labor, United States Department of Labor (Davis-Bacon).

8. Testing. All testing, if any, required by the City of Mountain Home shall be at the expense of the bidder and should be included in the bid.

9. Bidder's Work Requirement: The bidder shall self-perform at least twenty percent (20%) of the work on the Project.

10. Equal Employment Opportunity: The bidder shall at all times comply with all applicable federal and state laws relating to discrimination and equal employment opportunity, including the Americans with Disabilities Act, and shall furnish documentation of compliance with such laws as reasonably requested by the County.

11. Warranty Against Contingent Fees: The bidder represents and warrants to the County that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage, or contingency except bona fide employees maintained by the bidder to secure business.

12. Subcontracts: The selected bidder shall not subcontract the general contractor's responsibilities with any other bidder, person, or entity, for any portion of the contract without prior written agreement with County.

13. Insurance: The bidder shall carry insurance on its employees, products, and property, including Workers' Compensation and general liability insurance and builder's risk insurance, as set forth in Exhibit B attached hereto.

14. Taxes, Licenses and Permits: The bidder shall pay all applicable taxes and shall obtain and keep current all necessary licenses and permits necessary to perform the work under the contract.

15. Completion. All work required under the Plans and Specifications for the Project shall be substantially completed no later than 270 days after the successful bidder receives the notice to proceed unless otherwise negotiated with the County and detailed in the signed contract. ("Completion Date").

16. Compliance and Disclosures: All bidders shall comply with the Transparent and Ethical Government Act, set forth in Idaho Code title 74, specifically I.C. §§ 74-501 and 74-502, and disclose in advance any potential violations.

III. BIDDER INFORMATION

Bids must adhere to this Invitation to Bid. Bids that do not adhere to this Invitation to Bid may be disqualified from review. Please provide a cover letter addressed to the County Clerk at the address set forth on page one which responds to the following:

- a. Identify the submitting bidder by name, business office and contact person.
- b. State that you have read the Invitation to Bid and are prepared to comply with the contractual requirements.
- c. Provide any additional explanatory information you believe will be necessary or helpful.
- d. Provide a general description of your experience in general contracting and public works contracting, along with the number of years that you have provided such services.
- e. Provide evidence that the bidder meets the Qualified Bidder requirements.

IV. EVALUATION PROCESS AND SELECTION

All bids received in response to this Invitation to Bid will be evaluated by a team of representatives in the County, and others, from Clearwater Financial, to review all bids meeting the criteria of the Invitation to Bid. Each bid will be evaluated to determine the bidder's responsiveness. All bids will be evaluated impartially and objectively.

1. Bid Opening and Validation Check: All bids received by the time and date set forth above, will be opened. The bid opening will occur at the County Board of Commissioners' meeting on the date set forth above or in the event the meeting does not occur, then at the next regularly scheduled or special meeting of the Commissioners.

2. Validation Against Requirements: All bids submitted will be checked in detail for compliance with the requirements set forth in this Invitation to Bid. During the validation process the County or its designees may find it necessary to request additional information from the responding bidders.

3. Compliance: Each bid will be evaluated to determine its responsiveness to the requirements specified in this Invitation to Bid. No bid will be considered unless it is from a Qualified Bidder.

4. Correction of Errors: If errors are found in a bid, the County may reject the bid; however, the County may, at its sole option, correct arithmetic, or transposition errors on the basis that the lowest level of detail will prevail in any discrepancy. In the event of a discrepancy between the quantities cited in the narrative description and proposed contract quantities and information submitted for evaluation purposes, the quantities cited in the narrative shall govern the extensions and summarization shall re-compute accordingly. If there is an obvious misstatement of Compensation requirements it will not be changed.

IT IS ABSOLUTELY ESSENTIAL THE BIDDER CAREFULLY REVIEW THE COMPENSATION ELEMENT OF THE BID, SINCE THERE WILL BE NO OPTION TO CHANGE IT.

5. Selection: Provided the County accepts a bid and elects to proceed forward with construction of the Project, construction shall be awarded to the Qualified Bidder with the lowest price, which demonstrates the ability to fulfill the requirements of this Invitation to Bid and complies with its terms and conditions. The County's decision shall be final.

The County reserves the right to make an award without further negotiations with the apparent successful bidder. Therefore, bids should be submitted with the most favorable terms the bidder can offer. Bids should reflect the terms under which the bidder is prepared to meet the requirements of the Invitation to Bid.

6. Award of Contract: The successful bidder will be selected based upon the bid which complies with the requirements of this Invitation to Bid, any addenda thereto, and any additional documents, except for such immaterial deviation as may be waived by the County, as set forth above. Notification of the selection will be made to all bidders in attendance at the County commissioners' meeting at the time of the award of the bid.

If the successful bidder refuses or fails to execute the contract, the County may award the contract to another Qualified Bidder whose bid complies with all the requirements of this Invitation to Bid as well as pursue its legal remedies against the successful bidder.

Dated effective this 13th day of September 2024.

ELMORE COUNTY, a political subdivision of the State of Idaho

By: 
Franklin L. Corbus, Chairperson

By: 
Crystal Rodgers, Commissioner

By: 
Albert Hofer, Commissioner

ATTEST:

Shelley Essl, Elmore County Clerk

BIDDER'S PROPOSAL

1. In compliance with your Invitation to Bid dated _____, 2024 and subject to all the conditions thereof, the undersigned (hereinafter called "Bidder")

_____ a

doing business as: _____ a
corporation incorporated in the State of _____, "a partnership" or "an individual", as applicable, located in the City of _____ State of _____, hereby proposes to furnish and complete work as required by a construction contract (to be entered into if this bid is successful) for the Project as set forth in the Plans and Specifications for the price listed in the Bid.

2. The undersigned Bidder does hereby declare and stipulate that this Bidder's Proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Notice and Instructions to Bidders, the Plans and Specifications, state and local laws, all of which have been examined by the undersigned.

3. All the various phases of work enumerated in the Plans and Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Bidder under the item listed in the Bid, irrespective of whether it is specifically named in the schedule.

4. Bidder shall enter into a Construction Contract within thirty (30) days after County advises the bidder that it has been awarded the bid. County shall thereafter deliver a Notice to Proceed. It is understood that time is of the essence and the Bidder agrees to commence work within ten (10) days after the Notice to Proceed is delivered to Bidder and the Bidder must complete work within 270 days of receiving the Notice to Proceed unless otherwise negotiated with the County and detailed in the signed contract.

5. Concurrent with this proposal, the Bidder will submit a proposed construction schedule and a detailed cost schedule of the project. The cost schedule must be firm and include all costs the respondent will charge to the County for completion of the project including any pass-through costs related to subcontractors or suppliers. The respondent must be willing to contractually commit to the submitted cost schedule. Add Alternates should be detailed in a separate line of the bid cost.

6. Bonds & Insurance. The Contractor will provide all surety bonds and proof of insurance in its response to this Invitation to Bid. The Contractor will also maintain insurance during the Project and for the stated periods after Substantial Completion of the Project.

7. Bidder's Public Works License Number and Class of License:

8. Electrical Subcontractor's Name: _____

Electrical Subcontractor's Public Works License Number and Class of License:

9. Mechanical/HVAC Subcontractor's Name: _____

Mechanical/HVAC Subcontractor's Public Works License Number and Class of License:

10. Plumbing Subcontractor's Name:

Plumbing Subcontractor's Public Works License Number and Class of License:

11. The undersigned bidder hereby certifies, represents, and warrants to the County, that it is a Qualified Bidder as set forth in the Invitation to Bid and has complied with all the terms and conditions set forth in the Request for Bid to which this Bidder's Proposal is attached.

12. Any defined terms used in this Bidder's Proposal and not defined herein shall have the meanings given to them in the Invitation to Bid.

BID

The Bidder agrees to complete the Project and renovate the "Elmore County Public Service Building 1" to be located at 2280 American Legion Blvd, Mountain Home, Idaho 83647, according to the Plans and Specifications for the amount set forth below. The work set forth in the Plans and Specifications will be substantially complete within _____ days of receipt of the Notice to Proceed from the County.

Total Bid Price: _____ Dollars

(\$_____).

Bidder: _____

(signature)

Signed By: _____

Title: _____

Exhibit A

Plans and Specifications

Those plans, drawings and specifications contained in the following:

Elmore County Public Services Building 1
2280 American Legion Blvd, Mountain Home, Idaho 83647

Exhibit B

(All section references shall refer to the AIA form A105-2017)

Payment Provisions

B. Payment of Costs.

B.1 Following receipt of proper billing in accordance with the requirements of **Section B.2** of this Contract, Owner's costs incurred for the Work shall be paid on a monthly progress basis to Contractor within thirty (30) days after receipt of said request for payment and copies of all documents supporting same, except that (i) monthly progress payments shall not exceed ninety-five percent (95%) of the cost of the work performed up to the time of payment. The cost for the Work shall not include the cost of, and in no event will Owner be responsible for the payment of (a) any fees or costs for work not included in the Contract, (b) any fees or costs for work associated with any change order issued pursuant to the Contract without its prior written approval of the change order or (c) in excess of the amount set forth in Section 3.1.

B.2 Contractor shall submit all monthly pay requests to Owner who will process each request upon the percentage of completion of the improvements constituting the Work. All requests for payment shall include an Application and Certificate for Payment (AIA Document G702) executed by the Contractor and Owner's Building Inspector showing the percentages and value of work completed during the payment period and stating that all portions of the Work for which payment is requested have been completed in accordance with the Contract Documents and that all labor, materials and other items for which payment is requested have been paid in full with the exception of labor and materials supplied subsequent to the period covered by the last Application and Certificate for Payment. Final payment (including payment of the five percent [5%] retainage) shall not be due and payable except upon receipt of a properly executed Certificate of Substantial Completion (AIA Document 704) or equivalent approved by Owner's Building Inspector, together with copies of as-built surveys and final releases of all mechanics' and materialmen's liens (or bonding over such liens as reasonably approved by Owner), acceptance of the Work by the appropriate governmental authorities and compliance by the Contractor with all requirements for final payment set forth in the Contract Documents. Each Application and Certificate for Payment shall include copies of all invoices, statements, contracts, subcontracts and change orders related thereto. In addition, Owner shall have the right at any time, as a condition to any monthly progress payment, to require proof of payment of any materialmen or subcontractors for whom payment is requested or to whom payment has been made and to require with lien releases from the Contractor and any subcontractor performing any of the Work during such pay request. Anything in this **Exhibit B** to the contrary notwithstanding, Owner shall have the right to make payment of its proportionate share of any monthly progress payment jointly to any subcontractor and Contractor. The execution of any Application and Certificate for Payment by Owner, the payment of any sum (or any part thereof) specified therein, or the use or occupancy of all or any portion of the improvements described herein shall not constitute a waiver of any rights or claims which Owner may have pursuant to this Contract including, without limitation, any claim for failure of the Work to conform to the Contract Documents or with the requirements of all governmental bodies having jurisdiction.

B.3 Contractor shall not permit any liens to stand against the Project for any work done or materials furnished in the performance of the Work; provided, however, that Contractor may contest the validity of any such lien, but upon a final determination of the validity thereof, Contractor shall cause the lien to be satisfied and released of record. Contractor, within ten (10) days after receipt of written notice from Owner, to cause any outstanding lien to be satisfied and released of record or transferred to bond in accordance with applicable law, failing which Owner shall have the right, at Contractor's expense, to transfer said lien to bond as provided by law. Contractor agrees to indemnify, defend and hold harmless Owner from and against any and all liability, claims, demands, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action, arising out of or in any way connected with the performance of the Work. In the event Contractor defaults in the performance of any of its obligations contained in this **Section B.3**, Owner shall have the

right to deduct from amounts otherwise due and payable to Contractor pursuant to Contract, including all costs and attorney's fees incurred by it in the performance of Contractor's obligations hereunder.

Exhibit C

INSURANCE REQUIREMENTS

The Contractor shall procure prior to commencement of any Work, and maintain until the Work has been completed and accepted in accordance with the Contract: i) builder's risk insurance to insure against fire, loss, damage, vandalism, theft or any other casualty loss all materials and labor furnished under this Contract making up the Work until the completion of the Work and final payment thereof and ii) commercial general liability insurance with broad form coverage endorsement with combined single limits of not less than \$2,000,000 per occurrence. Such insurance must include broad form general liability endorsement and broad form property damage coverage including, but not limited to, damage arising from explosion, collapse of structures or other property and damage to underground utilities and property with any X.C.U. exclusion removed. The commercial liability insurance must include contractor's protective liability insurance, product and completed operations coverage and contractual liability insurance. The commercial general liability policy shall be endorsed to include personal injury, libel, slander, wrongful eviction, and false arrest. All policies of insurance provided hereunder shall be written on an "occurrence" basis, if available, and, if not, on a claims made basis.

The above policies of insurance shall name the County as an additional insured. The Contractor shall furnish the County certificates (and, if requested by the County, with a copy of the insurance policies as well) showing such coverages and showing that coverage will not be canceled, materially changed or nonrenewed without thirty (30) days prior written notice to the County. If coverage is obtained by naming the County as additional insured, the policy must contain a cross-liability clause and a breach of warranty clause and the certificate must so indicate. If the required coverage is obtained through a combination of commercial general liability and umbrella coverage, the certificate for umbrella coverage must also show that the County will be given thirty (30) days prior written notice of cancellation, material change or nonrenewal.

The Contractor must provide certificates showing statutory worker's compensation coverage and showing employer's liability coverage with minimum limits of \$300,000. In addition, the Contractor will provide evidence its subcontractors and their subcontractors carry similar coverage. The County need not be named as additional insured on the employer's liability coverage or the worker's compensation coverage. The County must be given thirty (30) days prior written notice of cancellation of either coverage.

The Contractor must provide certificates of insurance showing that it maintains comprehensive automobile liability insurance for all owned, non-owned and hired vehicles with single limits of at least \$2,000,000 each occurrence. Such coverage must name the County as an additional insured. The Contractor must provide a certificate (and, if requested by the County, a copy of the insurance policy as well) showing such coverage and showing that such coverage will not be canceled without thirty (30) days written notice to the County.

Breach of Warranty Clause

As to the interest of any additional insured, the insurance afforded by the policy shall not be invalidated by any breach or violation by the additional insured of any warranties, declarations, or conditions, but not the exclusions, in the policy, but this shall not prevent exhaustion of the limits of liability by payment on behalf of any insured.

Cross Liability Clause

The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.

30-Day Notice Clause-Acceptable Language

In the event of cancellation, material change or nonrenewal of the policy or policies by the company during the periods of coverage as stated herein, 30 days written notice of such cancellation, material change or nonrenewal will be mailed to the party to whom this certificate is issued.

30-Day Notice Clause Non-Acceptable Language

Should any of the above-described policies be canceled, materially changed or nonrenewed before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

Exhibit D

(All section references shall refer to the AIA form A105-2017)

1. Contractor represents and warrants to the Owner that it will perform no less than twenty percent (20%) of the Work under the Contract itself and not through subcontractors.
2. Contractor represents and warrants to the Owner that it has all licenses and permits necessary to perform public works contracts in the State of Idaho of the size and type for the Work set forth in the Contract.
3. Contractor shall provide a performance bond and labor and material payment bond in the amount eighty-five percent (85%) of the contract sum and in compliance with Idaho Code Section 54-1926 in order to insure that the Work is constructed and paid for in accordance with the Construction Documents. Said performance and labor and material payment bonds shall be in the form of The American Institute of Architects Document (AIA Document A312™-2010) or other form approved by Owner. Contractor shall provide Owner with a copy of the performance and labor and material payment bonds, which bonds shall name Owner as obligee, prior to commencing any Work.
4. All exhibits attached to the Contract, shall be incorporated into the Contract as if fully set forth therein.
5. For purposes of inspections and certifications to be performed by the Architect, the Owner's Building Inspector shall make such inspections and complete such certifications under the Contract.
6. Under Section 14.1 of the Contract, the Contractor shall promptly correct Work rejected by the Owner's Building Inspector as failing to conform to the requirements of the Contract Documents.
7. The Contractor shall notify the Idaho State Tax Commission upon the execution of this Contract by the Owner and Contractor.
8. The Owner's Building Inspector will provide administration of the Contract.
9. The Owner's Building Inspector has the right to reject Work that does not conform to the Contract Documents.
11. Upon completion of the Work, Contractor shall deliver to Owner all equipment warranties provided by the manufacturers of products as part of the Work. Except as for the warranties provided by the manufacturers, Contractor shall provide a one-year warrant for all labor and materials making up the Work.