

# DRAFT AIA® Document A101® – 2017

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

**AGREEMENT** made as of the «Tenth» day of «July» in the year «Two Thousand Twenty-three»  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

«City of Nampa»« »  
«16200 Idaho Center Blvd.  
Nampa, ID 83687»  
«Telephone Number: 208.442.3360»  
« »

and the Contractor:  
(Name, legal status, address and other information)

«Terraco Excavation and Demo»«, Limited Liability Company»  
«26025 Red Top Road  
Wilder, ID 83676»  
«Telephone Number: 208.577.8988»  
« »

for the following Project:  
(Name, location and detailed description)

«New RV Spaces for Idaho Center Horsepark»  
«16200 Idaho Center Blvd.  
Nampa, ID 83687»  
«Convert existing outdoor horse riding arena to 88 RV spaces with full hookups.»

The Architect:  
(Name, legal status, address and other information)

«JGT Architecture»« »  
«1135 12th Avenue Road  
Nampa, ID 83686»  
«Telephone Number: 208-463-9295»  
« »

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

[ ☐ ] The date of this Agreement.

[ ☐ ] A date set forth in a notice to proceed issued by the Owner.

[ ☐ ] Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

☐

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

#### **§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

[ «X» ] Not later than «Ninety» ( «90» ) calendar days from the date of commencement of the Work.

[ «» ] By the following date: «»

**§ 3.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
« »	

**§ 3.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «One Million Three Hundred Two Thousand Four Hundred Seventy-three Dollars and Five Cents» (\$ «1,302,473.05» ), subject to additions and deductions as provided in the Contract Documents.

#### **§ 4.2 Alternates**

**§ 4.2.1** Alternates, if any, included in the Contract Sum:

Item	Price
« Alternate 1A - Southeast RV Spaces »	Sixty Thousand Seventy-seven Dollars and Fifty Cents (\$60,77.50)
Alternate 1B - Southwest RV Spaces	One Hundred Twelve Thousand Six Hundred Eighty-eight Dollars and Twenty Six Cents (\$112,688.26)

**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
«Alternate 2 - Western RV Spaces »	Four Hundred Twenty Thousand Seven Hundred Eighty-six Dollars and Eleven Cents (\$420,786.11)	If Owner receives budget approval from City Council, or finds a source of funding this, alternate may be added after execution of the agreement.

**§ 4.3** Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
«None »	

**§ 4.4** Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
« »		

**§ 4.5** Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

«\$250 Dollars for each day that substantial completion is delayed beyond the allowable contract time.»

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

« »

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the «Twenty-Fifth» day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «Tenth» day of the «following» month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «Thirty» ( «30» ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

## § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

«5%»

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

«1.00» % «monthly»

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

« »  
« »  
« »  
« »

## **§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

[ «» ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ «X» ] Litigation in a court of competent jurisdiction

[ «» ] Other *(Specify)*

«»

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## **ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

« »

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:

*(Name, address, email address, and other information)*

«Andrew Luther»  
«16200 Idaho Center Blvd.  
Nampa, ID 83687»  
«Telephone Number: 208.442.3360»  
« »  
« »  
«Email Address: Andrew.Luther@oakviewgroup.com»

**§ 8.3** The Contractor’s representative:

*(Name, address, email address, and other information)*

«Shane Eells»

«26025 Red Top Road  
Wilder, ID 83676»  
«Telephone Number: 208.577.8988»  
« »  
« »  
«Email Address: shane@terracoexcavation.com»

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

§ 8.7 Other provisions:

« »

### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction

#### .5 Drawings

Number	Title	Date
«Refer to attached drawing index »		

#### .6 Specifications

Section	Title	Date	Pages
«Refer to attached table of contents for Project Manual »			

#### .7 Addenda, if any:

Number	Date	Pages
«Addendum No. 1 »	June 22, 2023	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[ « » ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
« Supplementary Instructions to Bidders (in Project Manual)»	Supplementary Instructions to Bidders	5/26/2023	3
Supplementary Conditions to the General Conditions (in Project Manual)	Supplementary Conditions	5/26/2023	22

**.9 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

« »

This Agreement entered into as of the day and year first written above.

« »

**OWNER** *(Signature)*

«Debbie Kling»«, Mayor»

*(Printed name and title)*

« »

**CONTRACTOR** *(Signature)*

«Shane Eells»«, President»

*(Printed name and title)*





## BID TABULATION

6/27/2023

PROJECT NUMBER	23-066
PROJECT NAME	FIC - New RV Spaces for the Idaho Center Horse Park

CONTRACTOR	Addendum #1	Bid Bond	Subcontractors Named	Base Bid	Add Alternate 1A (46 RV Stalls)	Add Alternate 1B (6 RV Stalls)	Add Alternate 2 (8 RV Stalls)	Total Base Bid and Add Alt 1A	Total Base Bid with Add Alt 1A & 1B (Contract Amount)	Total Base Bid with Add Alt 1A, 1B, and 2
TerraCo Excavation and Demo LLC (LOW BID)	X	X	X	\$ 1,129,707.29	\$ 60,077.50	\$ 112,688.26	\$ 420,786.11	\$ 1,189,784.79	\$ 1,302,473.05	\$ 1,723,259.16
Diamond Contractors LLC	X	X	X	\$ 1,399,900	\$ 69,500	\$ 83,000	\$ 442,100	\$ 1,469,400	\$ 1,552,400	\$ 1,994,500
Knife River	X	X	X	\$ 1,522,014	\$ 58,562	\$ 110,900	\$ 456,265	\$ 1,580,576	\$ 1,691,476	\$ 2,147,741
Big Bite Inc	X	X	X	\$ 1,315,630.75	\$ 58,174.50	\$ 85,705.25	\$ 411,732.65	\$ 1,373,805.25	\$ 1,459,510.50	\$ 1,871,243.15
LaRiviere	X	X	X	\$ 1,452,533.50	\$ 69,988.50	\$ 120,094.00	\$ 351,311.50	\$ 1,522,522.00	\$ 1,642,616.00	\$ 1,993,927.50



## PROJECT BUDGET

6/27/2023

PROJECT NUMBER	23-066
PROJECT NAME	FIC - New RV Spaces for the Idaho Center Horse Park
BUDGET	\$1,600,000
PM	Patrick Sullivan
Funding Sources	\$1.5 M General Fund/ \$100,000 Rodeo Board

Scope of Work	Budget Variance
Base Bid (52 Stalls)	\$ 172,765.76
Bid Alternate 1A (6 Stalls)	\$ 112,688.26
Bid Alternate 1B (8 Stalls)	\$ -
Bid Alternate 2 (22 Stalls) Declined	\$ (420,786.11)

FEES and BID	COST	Bid Alternate 1A	Bid Alternate 1B	Bid Alternate 2	TOTAL COST
<u>Miscellaneous Costs</u>		6 South East Spaces	8 Southwest Spaces	26 West Spaces	
Legal Description/ Advertising	\$ 655				\$ 655
Permit, Water and Wastewater Fees	\$ 31,323				\$ 31,323
Plumbing and Electrical Permits Estimated)	\$ 7,500				\$ 7,500
Project Contingency	\$ 85,185				\$ 85,185
Idaho Power Electrical Service and Transformer (\$102,488 Estimated)	\$ 120,000				\$ 120,000
<u>Consultant Fees</u>					
Updated Topo Survey	\$ 2,500				\$ 2,500
Design Fees	\$ 24,000				\$ 24,000
Additional Services revised scope	\$ 7,645				\$ 7,645
Additional Services 2nd bid set	\$ 8,000				\$ 8,000
Geotech/Test Pit	\$ 3,719				\$ 3,719
JGT Contract Admin.	\$ 7,000				\$ 7,000
SUB-TOTAL	\$ 297,527				\$ 297,527
<b>CONTRACTORS BID</b>	<b>Base Bid</b>	<b>Bid Alternate 1A</b>	<b>Bid Alternate 1B</b>	<b>Bid Alternate 2</b>	<b>Total Bid Amount</b>
TerraCo Excavation and Demo LLC	\$ 1,129,707.29	\$ 60,077.50	\$ 112,688.26	Declined	\$ 1,302,473.05
<b>TOTAL PROJECT BUDGET</b>					<b>\$ 1,600,000.00</b>

## BID FORM

TO: City of Nampa  
500 12<sup>th</sup> Avenue South  
Nampa, ID 83651

PROJECT: New RV Spaces for Idaho Center Horse Park

PROJECT NO.:

DATE:

SUBMITTED BY:

Name: TerraCo Excavation & Demo LLC

Address: 26025 Red Top Rd.  
Wilder, ID 83676

### OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents for the above mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

**1. Base Bid:** All labor, materials, services, permit fees, and equipment necessary for completion of the work shown within the base bid area on the drawings and specifications for the New RV Spaces for the Idaho Center Horse Park.

one million, one hundred twenty-nine thousand,  
seven hundred + seven dollars + twenty-nine cents Dollars \$ 1,129,707.<sup>29</sup>  
in lawful money of the United States of America.

### **3. Bid Alternate No. 1A -Southeast RV Spaces**

Add costs for all labor, materials, services, permit fees, and equipment necessary for completion of the work for the 6 RV spaces in the southeast corner of the site as defined on the drawings. Work shall include grading, gravel surface and all utilities to provide fully functioning RV sites.

Sixty thousand, seventy-seven dollars + fifty cents Dollars \$ 60,077.<sup>50</sup>  
in lawful money of the United States of America.

### **4. Bid Alternate No. 1B – Southwest RV Spaces:**

Add costs for all labor, materials, services, permit fees, and equipment necessary for completion of the work for the 8 RV spaces and portion of paved drive aisle in the southwest corner of the site as defined on the drawings. Work shall include grading, gravel surface, paving, and all utilities to provide fully functioning RV sites.

one hundred twelve thousand,  
six hundred eighty-eight dollars + twenty-six cents Dollars \$ 112,688.<sup>26</sup>  
in lawful money of the United States of America.

**5. Bid Alternate No. 2 – Western RV Spaces:**

Add costs for all labor, materials, services, permit fees, and equipment necessary for completion of the work for the 28 RV spaces and drive aisle on the western side of the site as defined on the drawings. Work shall include grading, gravel surface, paving, landscaping and all utilities to provide fully functioning RV sites. *+ eleven cents*

*Four hundred twenty thousand, seven hundred eighty-six dollars* Dollars \$ *420,786.11*  
in lawful money of the United States of America.

Amounts shall be shown in both words and figures; in event of discrepancy, the amount in words shall govern.

We have included herewith, the required security Bid Bond as required by the Instructions to Bidders.

All applicable federal taxes and State of Idaho taxes are included in the Bid Sum.

**ACCEPTANCE**

This offer shall be open to acceptance and is irrevocable for thirty (30) days from the Bid closing date.

If this Bid is accepted by the Owner within the time period stated above, we will:

Execute the Agreement within ten (10) days of receipt of Notice of Acceptance of this Bid.

Furnish the required bonds within ten (10) days of receipt of Notice of Acceptance of this Bid in the form described in Supplementary Conditions.

Commence work within seven (7) days after execution of the Agreement.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bonds, the surety deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this Bid and the Bid upon which the Contract is signed.

In the event our Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**CONTRACT TIME**

If this Bid is accepted, we will:

Complete the Work in the time limits required by Supplementary Conditions, Article 8: TIME, Paragraph 8.1 Definitions, Subparagraph 8.1.1, subparagraph 1.

**CHANGES TO THE WORK**

Changes in the Work will be net cost plus a percentage fee in accordance with Supplementary Conditions.

On work deleted from the Contract, our credit to the Owner shall be the Architect approved net cost plus the overhead and profit percentage noted above.

**ADDENDA**

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Sum.

Addendum No.	<u>1</u>	Dated	<u>6/22/23</u>
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____

City of Nampa

New RV Spaces for  
Idaho Center Horse Park

05/26/2023

BID FORM SIGNATURE(S)

The Corporate Seal of

TerraCo Excavation & Demo LLC

(Please print full name of your Proprietorship, Partnership, or Corporation)



Was hereto affixed in the presence of:

Shane McElb / Shane McElb President  
Authorized Signing Officer Title

Licenses No. 031815-AA-1-3-4

(If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.)

NAMING OF CONTRACTOR(S)

5.4 Naming of contractors Section 67-2310, **Idaho Code**, requires general (prime) contractors to include in their bid the name of the subcontractors who shall, in the event the contractor secures the contract, subcontract the plumbing, heating and air conditioning and electrical work under the general (prime) contract. Failure to name subcontractors as required by this section shall render any bid submitted by a general (prime) contractor unresponsive and void. Subcontractors named in accordance with the provisions of this section must possess an appropriate license or certificate of competency issued by the State of **Idaho** covering the contractor work classification in which the subcontractor is named.

The Owner interprets this law to mean three separate areas of work, 1) plumbing work, 2) heating and air conditioning work, and 3) electrical work. The Owner also interprets this to mean the entity that will perform the work at the site, regardless of contractual relationship whether a subcontractor, a sub-subcontractor, or the prime contractor submitting the bid.

Bidders shall be licensed in the State of Idaho, in accordance with the provisions of an act known as "Public Works Contractor Licensing Law" Idaho Code 54-1901 et seq. The term "Public Works Contractor" includes the contractor, sub-contractor, or specialty contractor regardless of the dollar value involved.

ELECTRICAL  
SUBCONTRACTOR:

AME Electric

ADDRESS:

3621 Arthur Street

BY:

Zach Folwell / Shane McElb

TITLE:

Estimator / President

DATE:

6/27/23

PHONE:

208-459-8959

PUBLIC WORKS LICENSE NO:

PWC-C-11544-unlimited-4

City of Nampa

New RV Spaces for  
Idaho Center Horse Park

05/26/2023

PLUMBING  
SUBCONTRACTOR:

King Mechanical

ADDRESS:

PO Box 611 Kuna, ID 83634

BY:

Sean chitwood

Shane Eells

TITLE:

Estimator

President

DATE:

6/27/23

PHONE:

208-871-0622

PUBLIC WORKS LICENSE NO:

PWC-018765- Unlimited-4

END OF BID FORM

## BID BOND

---

KNOW ALL MEN BY THESE PRESENTS, that we

TerraCo Excavation & Demo LLC, as Principal, and

American Alternative Insurance Corporation, a corporation organized under the laws of the State of Delaware, as Surety, are held and firmly bound unto

City of Nampa Idaho, as Obligee, in the sum of

FIVE PERCENT OF THE TOTAL AMOUNT BID (5% of total amount bid) for payment of which sum well and truly to be made, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Nampa RV Park - New RV Spaces for Idaho Center Horsepark

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this day: 6/27/2023

PRINCIPAL:

TerraCo Excavation & Demo LLC

By: \_\_\_\_\_

SURETY:

American Alternative Insurance Corporation

By: \_\_\_\_\_

Jennifer Grenrood  
Attorney-in-Fact



**CERTIFIED COPY**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

**Kara Skinner; Cameron Huntsucker; Mercedes Trokey-Moudy; Jennifer Grenrood; and Sierra Maine**

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000)**. Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

*Michael G. Kerner*  
**Michael G. Kerner**  
 President

Attest:

*Ignacio Rivera*  
**Ignacio Rivera**  
 Deputy General Counsel & Secretary

**STATE OF NEW JERSEY, COUNTY OF SOMERSET**

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



*Jillian Sanfilippo*  
**Jillian Sanfilippo, Notary Public**  
 State of New Jersey  
 My Commission Expires February 8, 2026

**SECRETARY'S CERTIFICATE**

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 27th day of June, 2023



**AMERICAN ALTERNATIVE INSURANCE CORPORATION**

*Ignacio Rivera*  
**Ignacio Rivera**  
 Deputy General Counsel & Secretary

**TRS-1001-1**



Brad Little  
Governor

State of Idaho

Division of Occupational and Professional Licenses  
PUBLIC WORKS CONTRACTORS LICENSING  
CONTRACTOR

031815 - AA - 1-3-4  
License Number

10/25/2017

Original License Issued

Categories: 02740, 03900, 02220, 02310, 02500, 02965, 02850, 02840, 02240, 02230, 15100, 02318, 02404

This is to certify that

**TERRACO EXCAVATION & DEMO LLC**

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45  
and is hereby granted this certificate.

This license expires: 02/28/2024

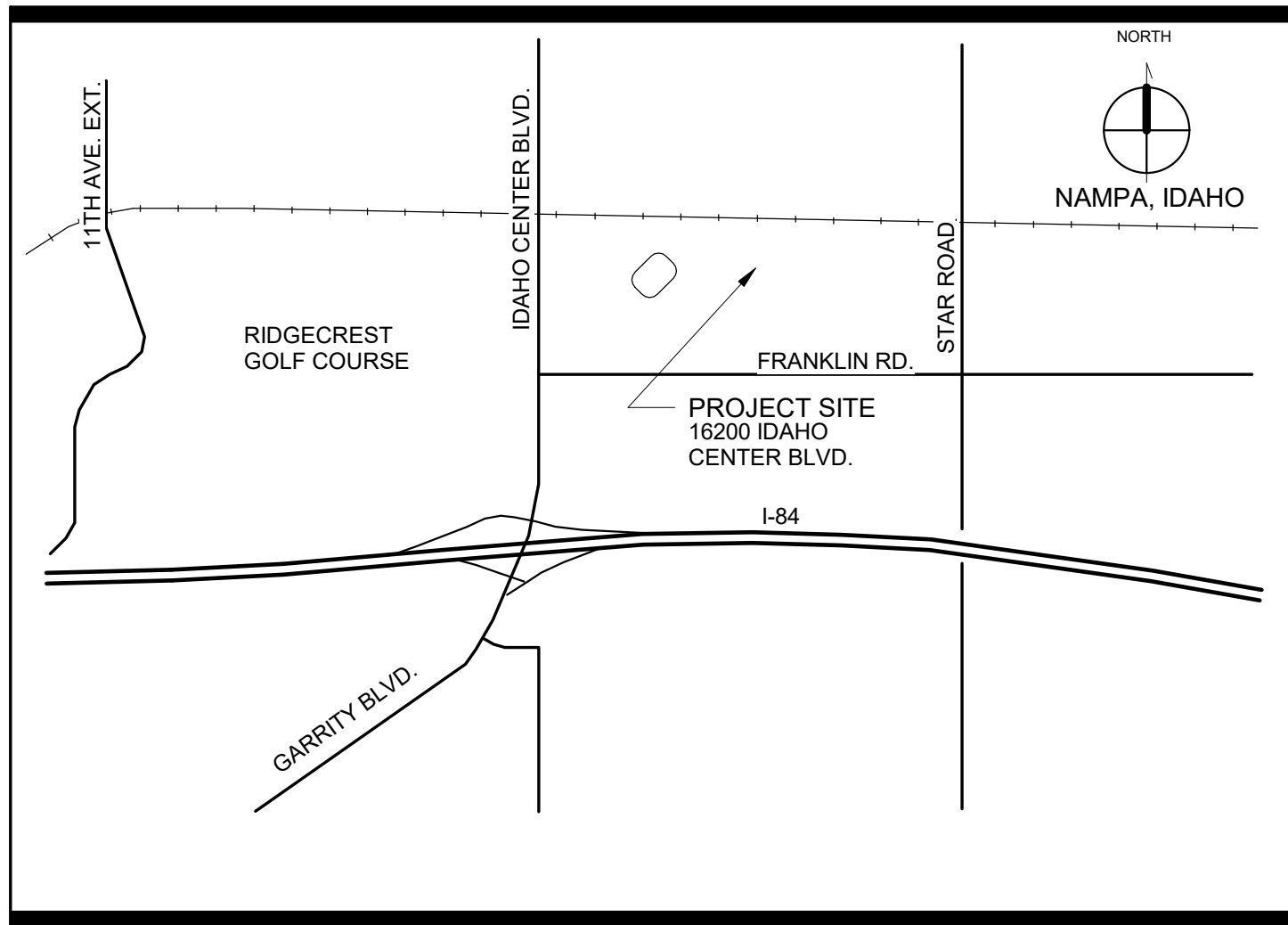
*More Elk*

Licensee Signature

*Russell S. Barron*

Russell Barron, Administrator

VICINITY MAP



PROJECT NOTE

THESE DOCUMENTS DESCRIBE PROPOSED WORK TO BE CONDUCTED AT THE IDAHO CENTER HORSE PARK. THE SCOPE INCLUDES 88 NEW RV PARKING SPACES FOR OCCASIONAL USE BY THE HORSE PARK COMPETITORS. SITES WILL HAVE FULL HOOK UPS WITH WATER, SEWER AND ELECTRICAL POWER.

SITE WILL HAVE PAVED DRIVE AISLES WITH GRAVEL PARKING PADS.

THESE DOCUMENTS DEFINE A PHASED CONSTRUCTION AS OUTLINED IN DIFFERENT "ADD ALTERNATE" PACKAGES.

DRAWING INDEX

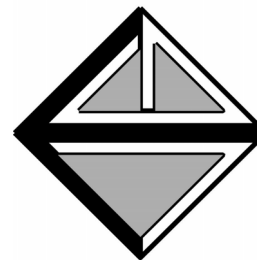
- |        |  |
|--------|--|
| A-0.0  | COVER SHEET  |
| A-0.1  | BID ALTERNATE PLAN                                 |
| A-1.0  | SITE DEMOLITION                                    |
| A-1.1  | SITE PLAN  |
| A-1.1A | ADD ALTERNATES SITE PLAN                           |
| A-1.2  | ENLARGED RV SPACE PLANS                            |
| A-1.3  | LANDSCAPE PLAN                                     |
| A-1.3A | ADD ALTERNATE LANDSCAPE PLAN                       |
| C1.1   | CIVIL NOTES AND LEGEND                             |
| C2.0   | SEWER PLAN (BASE BID)                              |
| C2.1A  | SEWER PLAN (ADD ALTERNATE 1A)                      |
| C2.1B  | SEWER PLAN (ADD ALTERNATE 1B)                      |
| C2.2   | SEWER PLAN (ADD ALTERNATE 2)                       |
| C2.3   | SEWER PROFILE                                      |
| C3.0   | WATER DISTRIBUTION AND STORM DRAIN PLAN (BASE BID) |
| C3.1A  | WATER DISTRIBUTION PLAN (ADD ALTERNATE 1A)         |
| C3.1B  | WATER DISTRIBUTION PLAN (ADD ALTERNATE 1B)         |
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| C4.0   | CIVIL SITE PLAN (BASE BID)                         |
| C4.1A  | CIVIL SITE PLAN (ADD ALTERNATE 1A)                 |
| C4.1B  | CIVIL SITE PLAN (ADD ALTERNATE 1B)                 |
| C4.2   | CIVIL SITE PLAN (ADD ALTERNATE 2)                  |
| C5.0   | SITE GRADING PLAN (BASE BID)                       |
| C5.1A  | SITE GRADING PLAN (ADD ALTERNATE 1A)               |
| C5.1B  | SITE GRADING PLAN (ADD ALTERNATE 1B)               |
| C5.2   | SITE GRADING PLAN (ADD ALTERNATE 2)                |
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| C7.1   | STORM DRAIN DETAILS                                |
| E0.0   | ELECTRICAL SYMBOLS AND SHEET INDEX                 |
| E1.0E  | SITE POWER PLAN                                    |
| E1.0L  | SITE LIGHTING PLAN                                 |
| E3.0   | ONE LINE DIAGRAM AND ELECTRICAL DETAILS            |
| E3.1   | ELECTRICAL DETAILS                                 |
| E3.2   | ELECTRICAL SCHEDULES                               |
| E3.3   | ELECTRICAL SCHEDULES                               |
| E4.0   | ELECTRICAL SPECIFICATIONS                          |
| E4.1   | ELECTRICAL SPECIFICATIONS                          |

CODE INFORMATION

- A. THE BUILDING DESIGN IS DONE WITH REFERENCE TO THE FOLLOWING CODES:
- 2018 INTERNATIONAL BUILDING CODE
  - 2018 INTERNATIONAL ENERGY CONSERVATION CODE
  - IDAHO STATE PLUMBING CODE (INCLUDING CH. 13 - MEDICAL GAS); BASED ON THE 2009 UNIFORM PLUMBING CODE
  - 2017 NATIONAL ELECTRICAL CODE
  - 2018 INTERNATIONAL FIRE CODE
  - 2018 INTERNATIONAL MECHANICAL CODE AND APPENDIX A
  - 2018 INTERNATIONAL FUEL GAS CODE AND APPENDICES A,B,C AND D
  - 2009 ICC/ANSI A117.1
- B. BUILDING SETBACKS
- NOT APPLICABLE
- C. USE AND OCCUPANCY CLASSIFICATION (IBC CHAPTER 3):
- NOT APPLICABLE - NO STRUCTURES PROPOSED

REVISIONS:		
2	Re-bid/alternates	5/26/23

jgt architecture  
1135 12th avenue road · nampa, idaho 83686  
phone: (208) 463-9295 · fax: (208) 463-9299  
email: jgt@jgt-architecture.com



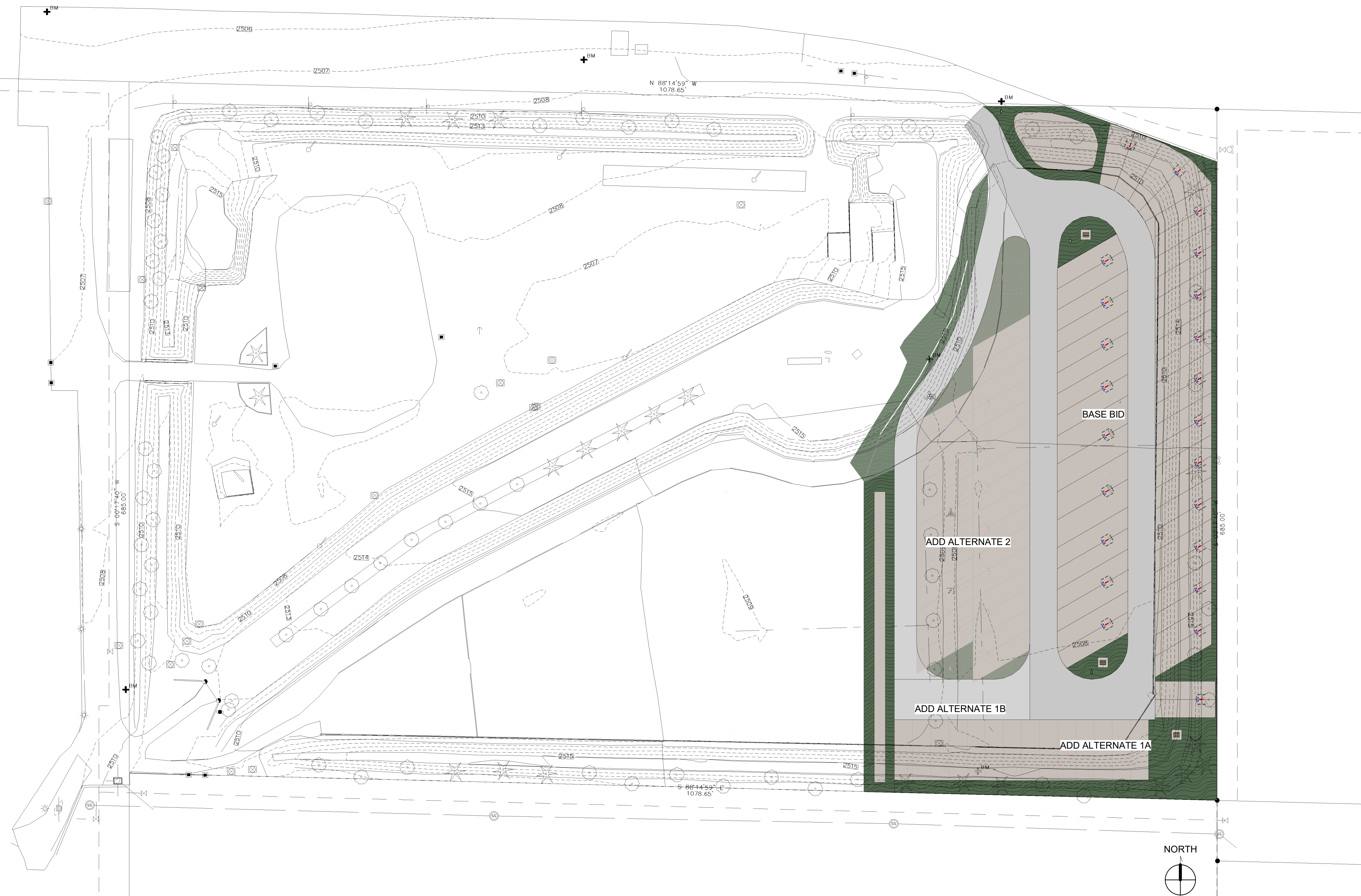
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5/26/23  
JERRROD P. WALLGREN  
STATE OF IDAHO

NEW RV PARKING  
FOR  
FORD IDAHO CENTER HORSE PARK  
16200 IDAHO CENTER BLVD. · NAMPA, IDAHO

DRAWN BY: JPW  
CHECKED: JPW  
DATE: 3/6/23  
JOB NO.: 2274

COVER SHEET

A-0.0  
SHEET  
1 OF 6



1 SITE KEY PLAN  
1" = 60'-0"



BID ALTERNATE NOTES

THE BIDDING PROCESS FOR THIS PROJECT INCLUDES 3 ADDITIVE BID ALTERNATES. AN AREA OF 46 RV PARKING SPACES ALONG WITH RELATED UTILITES, DRAINAGE FACILITIES, AND PERIMTER LANDSCAPING IS SHOWN TO BE COMPLETED UNDER THE BASE BID, WITH THE BALANCE OF THE AREA OF WORK LEFT AS UNDISTURBED GROUND.

3 ADDITIVE ALTERNATES ARE SHOWN AND WILL BE ADDED TO THE SCOPE IF BUDGET ALLOWS, OR WILL BE INSTALLED AT A FUTURE DATE.

REFER TO CIVIL AND ELECTRICAL DRAWINGS FOR DEFINED SCOPE OF WORK FOR EACH OF THOSE DISCIPLINES

BASE BID

COMPLETE ALL WORK SHOWN WITHIN THE BASE BID AREA THAT INCLUDES 46 SPACES ON THE MIDDLE AND EASTERN SIDE OF THE SITE, AND PROVIDE UTILITY EXTENTIONS, SLEEVES, OR STUBS AS NECESSARY TO CONNECT ALTERNATE AREAS TO THE BASE BID AREA IN THE FUTURE.

BID ALTERNATE NO. 1A

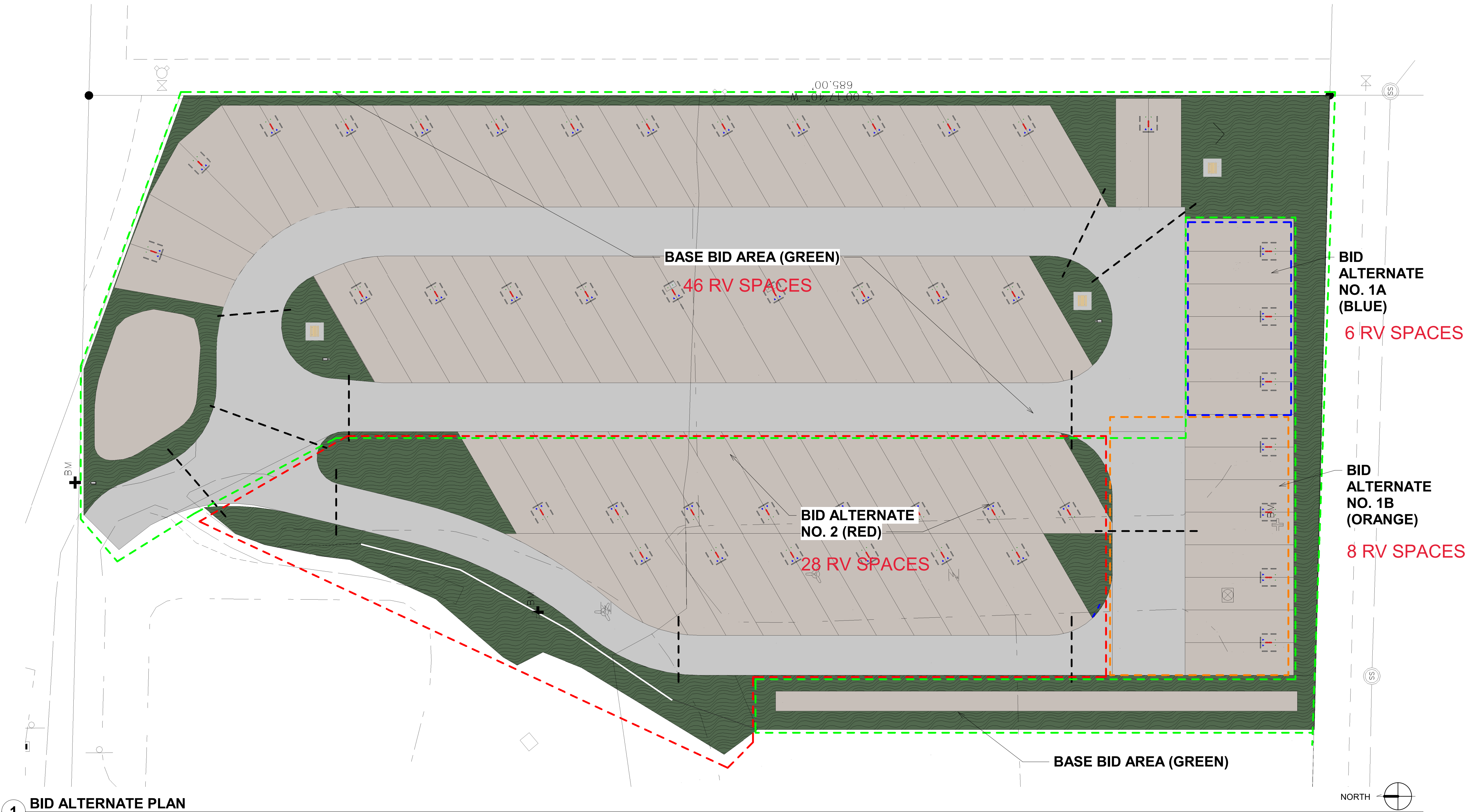
ADD ALTERNATE - ADD TO THE BID ALL MATERIAL, LABOR, AND INSTALLATION COSTS ASSOCIATED WITH THE 6 SOUTHEASTERN RV SPACES DEFINED WITHIN THE AREA OF ALTERNATE 1A

BID ALTERNATE NO. 1B

ADD ALTERNATE - ADD TO THE BID ALL MATERIAL, LABOR, AND INSTALLATION COSTS ASSOCIATED WITH THE SOUTHWESTERN 8 RV SPACES AND PORTION OF PAVED DRIVE AISLE DEFINED WITHIN THE AREA OF ALTERNATE 1B.

BID ALTERNATE NO. 2

ADD ALTERNATE - ADD TO THE BID ALL MATERIAL, LABOR, AND INSTALLATION COSTS ASSOCIATED WITH THE WESTERN 28 RV SPACES, PORTION OF PAVED DRIVE AISLE, AND LANDSCAPING DEFINED WITHIN THE AREA OF ALTERNATE 2.



1 BID ALTERNATE PLAN  
1" = 30'-0"

REVISIONS:

2	Re-bid/alternates	5/26/23



1135 12th avenue road · nampa, idaho 83886  
phone: (208) 463-9295 · fax: (208) 463-9299  
email: jgt@jgt-architecture.com



STAMP



NEW RV PARKING  
FOR  
FORD IDAHO CENTER HORSE PARK  
16200 IDAHO CENTER BLVD. · NAMPA, IDAHO

DRAWN BY: JPW  
CHECKED: JPW

DATE: 3/6/23  
JOB NO.: 2274

BID ALTERNATE PLAN

A-0.1  
SHEET  
2 OF 6