

# **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 Fourth day of November in the year Two Thousand Twenty-Five  
*(In words, indicate day, month and year.)*

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

Kootenai County Board of Commissioners  
P.O. Box 9000  
Coeur d’Alene, ID 83816  
Telephone: (208) 446-1600

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

Apollo Mechanical Contractors  
~~11505 E. Trent Avenue~~ 1133 W COLUMBIA DRIVE  
~~Spokane Valley, WA 99206~~ KENNEWICK, WA 99336  
~~Telephone: (509) 995-9162~~ 509-586-1104

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

Kootenai County HVAC Updates - Jail  
5500 N. Government Way  
Coeur d’Alene, ID 83814

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

Architects West, Inc.  
210 E. Lakeside Avenue  
Coeur d’Alene, ID 83814  
Telephone: (208) 667-9402

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

**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:

*(Paragraphs deleted)*

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.)*

- Not later than One Hundred Eighty ( 180 ) calendar days from the date of commencement of the Work.

§ 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:

Init.

**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 Eight Hundred Eight-Four Thousand Dollars and No/100 (\$ 1,884,000.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates – N/A

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraph deleted)*

§ 4.3

*(Paragraphs deleted)*

**Allowances – N/A**

*(Table deleted)*

§ 4.4 Unit

*(Paragraphs deleted)*

**Prices – N/A**

*(Table deleted)*

*(Paragraphs deleted)*

§ 4.5 Liquidated Damages: As per Contract Documents

**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.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same 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.

§ 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:

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:32:13 on 10/23/2025 under Order No.20250100178 which expires on 02/07/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@alacontracts.com.  
User Notes:

Init.

- .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. Retainage shall be released only upon final completion.

*(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:

init.

**§ 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. (yes) *(Insert rate of interest agreed upon, if any.)* [The current legal rate of interest is 10.125% per the Idaho State Treasurer’s website, <https://sto.idaho.gov/Banking/Legal-Rate-of-Interest>, as of Jan. 13, 2025.  
10.125 %

**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.)*

*(Paragraph deleted)*

Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*

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.

*(Paragraphs deleted)*

**§ 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)*

Jeff Voeller, Director of Facilities  
Kootenai County Board of Commissioners  
P.O. Box 9000  
Coeur d’Alene, ID 83816  
Ph: (208) 446-1422  
E-mail: [jvoeller@kcgov.us](mailto:jvoeller@kcgov.us)

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

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

Cody Murdoc,  
Apollo Mechanical Contractors  
~~11505 E. Trent Avenue~~ 1133 W COLUMBIA DRIVE  
~~Spokane Valley, WA 99206~~ KENNWICK, WA 99336  
Ph: (509) 995-9162  
E-mail: [cody.murdock@apollomech.com](mailto:cody.murdock@apollomech.com)

Init.

§ 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 the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents.

(Paragraphs deleted)

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 A201™-2017, General Conditions of the Contract for Construction
- .3 Drawings: As per Exhibit A, Attached.
- .4 Specifications: As per Exhibit B, attached.

(Paragraphs deleted)

.5 Addenda, if any:

Number	Date	Pages
1	August 7, 2025	17
2	August 13, 2025	1
3	August 14, 2025	2

(Paragraphs deleted)

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.

.6 Other Exhibits:

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

[  
(Paragraphs deleted)

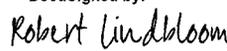
X] Supplementary and other Conditions of the Contract, attached:

Document	Title	Date	Pages
008000	Supplementary Conditions	September 5, 2025	13
009000	Other Conditions	September 5, 2025	3

(Paragraphs deleted)

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

\_\_\_\_\_  
**OWNER (Signature)**  
 \_\_\_\_\_  
 (Printed name and title)

DocuSigned by:  
  
 \_\_\_\_\_  
**CONTRACTOR (Signature)** Apollo Mechanical Contractors  
 Bob Lindbloom, Executive Vice President  
 \_\_\_\_\_  
 (Printed name and title)

Init.

# Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:32:13 on 10/23/2025.

## PAGE 1

**AGREEMENT** made as of the Fourth day of November in the year Two Thousand Twenty-Five

...

Kootenai County Board of Commissioners  
P.O. Box 9000  
Coeur d'Alene, ID 83816  
Telephone: (208) 446-1600

...

Apollo Mechanical Contractors  
11505 E. Trent Avenue 1133 W COLUMBIA DRIVE  
Spokane Valley, WA 99206 KENNEWICK, WA 99336  
Telephone: (509) 995-9162 509-586-1104

...

Kootenai County HVAC Updates - Jail  
5500 N. Government Way  
Coeur d'Alene, ID 83814

...

Architects West, Inc.  
210 E. Lakeside Avenue  
Coeur d'Alene, ID 83814  
Telephone: (208) 667-9402

## PAGE 2

### **EXHIBIT A – INSURANCE AND BONDS**

...

- 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.)*

...

[  ] Not later than One Hundred Eighty ( 180 ) calendar days from the date of commencement of the Work.

[  ] By the following date:

PAGE 3

§ 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 Eight Hundred Eight-Four Thousand Dollars and No/100 (\$ 1,884,000.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates – N/A

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

Item	Price
------	-------

~~§ 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
------	-------	---------------------------

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

~~Allowances – N/A~~

Item	Price
------	-------

§ 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.)*

~~Prices – N/A~~

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

~~§ 4.5 Liquidated damages, if any:~~

*(Insert terms and conditions for liquidated damages, if any.)*

~~§ 4.6 Other:~~

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

**§ 4.5 Liquidated Damages:** As per 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:

month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same 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.)~~

PAGE 4

5%

...

§ 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: retainage.~~ Retainage shall be released only upon final completion.

PAGE 5

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. (yes) *(Insert rate of interest agreed upon, if any.)* [The current legal rate of interest is 10.125% per the Idaho State Treasurer's website, <https://sto.idaho.gov/Banking/Legal-Rate-of-Interest>, as of Jan. 13, 2025.  
10.125 %

...

~~Arbitration pursuant to Section 15.4 of AIA Document A201-2017~~

Litigation in a court of competent jurisdiction

~~Other (Specify)~~

...

§ 7.1.4 ~~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.)*~~

...

Jeff Voeller, Director of Facilities  
Kootenai County Board of Commissioners  
P.O. Box 9000  
Coeur d'Alene, ID 83816  
Ph: (208) 446-1422  
E-mail: [jvoeller@kcgov.us](mailto:jvoeller@kcgov.us)

...

Cody Murdoc,  
Apollo Mechanical Contractors  
~~11505 E. Trent Avenue~~ 1133 W COLUMBIA DRIVE

~~Spokane Valley, WA 99206~~ KENNEWICK, WA 99336  
~~Ph: (509) 995-9162~~ 509-586-1104  
E-mail: [cody.murdock@apollomech.com](mailto:cody.murdock@apollomech.com)

PAGE 6

§ 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 a building information modeling exhibit, if completed, or as otherwise set forth below:  
*(If other than in accordance with a building information modeling exhibit, 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:

...

- ~~.2~~ AIA Document A101™ 2017, Exhibit A, Insurance and Bonds
- ~~.3~~ AIA Document A201™ 2017, General Conditions of the Contract for Construction
- ~~.4~~ Building information modeling exhibit, dated as indicated below: .3 Drawings: As per Exhibit A, Attached.
- ~~.4~~ Specifications: As per Exhibit B, attached.  
*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*

~~.5~~ Drawings

~~.5~~ Addenda, if any:

Number	Title	Date	Pages
<u>1</u>	<u>August 7, 2025</u>	<u>17</u>	
<u>2</u>	<u>August 13, 2025</u>	<u>1</u>	
<u>3</u>	<u>August 14, 2025</u>	<u>2</u>	

~~.6~~ Specifications

Section	Title	Date	Pages
---------	-------	------	-------

~~.7~~ Addenda, if any:

Number	Date	Pages
--------	------	-------

~~.8~~ .6 Other Exhibits:

...

~~AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)~~

~~The Sustainability Plan:~~

Supplementary and other Conditions of the Contract, attached:

<u>Title</u>	<u>Date</u>	<u>Pages</u>
--------------	-------------	--------------

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
008000	<u>Supplementary Conditions</u>	<u>September 5, 2025</u>	<u>13</u>
009000	<u>Other Conditions</u>	<u>September 5, 2025</u>	<u>3</u>

~~Supplementary and other Conditions of the Contract:~~

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
-----------------	--------------	-------------	--------------

~~.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.)~~

## **Certification of Document's Authenticity** **AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:32:13 on 10/23/2025 under Order No. 20250100178 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

DocuSigned by:

*Robert Lindbloom*

(Signed) 13927B59614BA...

ROBERT LINDBLOOM - EXECUTIVE VICE PRESIDENT

(Title)

10/29/2025 | 5:12 PM PDT

(Dated)

KOOTENAI COUNTY  
 HVAC UPDATES – JAIL  
 CONSTRUCTION DOCUMENTS

**PROJECT MANUAL INDEX**

**DIVISION 00- PROCUREMENT AND CONTRACTING REQUIREMENTS**

001000      ADVERTISEMENT FOR BID  
 002000      INSTRUCTIONS TO BIDDERS  
 004100      BID FORM  
 005000      AGREEMENT  
 007000      GENERAL CONDITIONS  
 008000      SUPPLEMENTARY CONDITIONS  
 009000      OTHER CONDITIONS  
 AIA A310      BID BOND  
 AIA A312      PERFORMANCE AND PAYMENT BOND

**DIVISION 01 – GENERAL CONDITIONS**

011000      SUMMARY  
 012500      SUBSTITUTION PROCEDURES & FORM  
 012600      CONTRACT MODIFICATION PROCEDURES  
 012900      PAYMENT PROCEDURE  
 013100      PROJECT MANAGEMENT AND COORDINATION  
 013200      CONSTRUCTION PROGRESS DOCUMENTATION  
 013300      SUBMITTAL PROCEDURES AND DIGITAL LICENSING FORM  
 014000      QUALITY REQUIREMENTS  
 015000      TEMPORARY FACILITIES AND CONTROLS  
 016000      PRODUCT REQUIREMENTS  
 017300      EXECUTION REQUIREMENTS  
 017329      CUTTING AND PATCHING  
 017700      CLOSEOUT PROCEDURES  
 017820      OPERATION AND MAINTENANCE DATA  
 017839      PROJECT RECORD DOCUMENTS  
 017900      DEMONSTRATION AND TRAINING

**DIVISION 05 – STRUCTURAL**

052100      STRUCTURAL STEEL

**DIVISION 07-09 – ARCHITECTURAL**

075423      TPO MEMBRANE ROOFING  
 076200      SHEET METAL FLASHING AND TRIM  
 079200      JOINT SEALANTS  
 083113      ACCESS DOORS & FRAMES  
 092216      NON-STRUCTURAL METAL FRAMING  
 092900      GYPSUM BOARD  
 095113      ACOUSTIC PANEL CEILINGS  
 099123      INTERIOR PAINTING

**DIVISION 23 – MECHANICAL**

230100      MECHANICAL REQUIREMENTS  
 230548      VIBRATION AND SEISMIC CONTROLS FOR HVAC  
 230550      OPERATIONS AND MAINTENANCE OF HVAC SYSTEMS  
 230553      IDENTIFICATION FOR PIPING & EQUIPMENT  
 230594      GENERAL TESTING, ADJUSTING, BALANCING AND COMMISSIONING

KOOTENAI COUNTY  
HVAC UPDATES – JAIL  
CONSTRUCTION DOCUMENTS

- 230713 DUCT INSULATION
- 230923 DIRECT DIGITAL CONTROL SYSTEM FOR HVAC
- 233113 METAL DUCTS
- 233300 AIR DUCT ACCESSORIES
- 233423 HVAC POWER VENTILATORS
- 235758 VARIABLE REFRIGERANT FLOW (VRF)
- 237200 AIR-TO-AIR ENERGY RECOVERY EQUIPMENT
- 237513 CUSTOM-PACKAGED OUTDOOR, CENTRAL-STATION AIR HANDLING UNIT  
WITH HEATING, COOLING AND ENERGY RECOVERY
- 237413 ROOFTOP UNITS
- 238128 SPLIT-SYSTEM AIR-CONDITIONERS

DIVISION 26 – ELECTRICAL

SEE DRAWINGS FOR SPECIFICATIONS

KOOTENAI COUNTY  
HVAC UPDATES - JAIL  
CONSTRUCTION DOCUMENTS

RESOLUT  
240372  
September 5, 2025

## **008000 - 2017 SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions form a part of and are incorporated in the contract for construction and modify, delete, add and replace provisions of the "General Conditions of the Contract for Construction," AIA Document A201-2017. Provisions not altered remain in effect. All terms defined elsewhere in the Contract Documents shall have the same meanings here, unless the context clearly indicates otherwise.

### **Article 1 - General Provisions**

#### 1.1 Basic Definitions.

##### 1.1.1 The Contract Documents. Add the following to the end of this Subparagraph:

The Contract Documents also include the Instructions to Bidders and Standard Forms and Compliances.

#### 1.2 Correlation and Intent of the Contract Documents.

##### 1.2.2 Add the following to the end of this Subparagraph:

... and shall not operate to make the Architect an arbiter to establish subcontract limits between Contractor and Subcontractor.

##### 1.2.3 Add the following Clause 1.2.3.1:

1.2.3.1 Conflicts in the Construction Documents shall be brought to the attention of the Architect. In such instances, the following is the order of authority of the documents, with the first taking highest precedence:

1. Agreement (Owner-Contractor)
2. Addenda
3. National, State and local codes or ordinances
4. Other Conditions
5. Supplementary Conditions
6. General Conditions
7. \*Specifications (Division 1 through 33). Specifications shall govern over drawings and general notes insofar as quality of materials, thickness or gauge of materials, finish of materials, composition of materials and quality of workmanship.
8. \*Details
9. \*Drawings. (Figure dimensions on drawings shall govern over nominal dimensions and over drawings without figured dimensions. Largest scale drawing covering any portion of the work shall govern over small-scale drawings of same portion of work, except as noted herein for figured dimensions). Actual physical dimensions of specified stock items shall govern over dimensions shown on drawings on work to receive such stock items. Custom items or modified stock items shall be fabricated to dimensions shown on drawings or to fit into other dimensioned work.

KOOTENAI COUNTY  
HVAC UPDATES - JAIL  
CONSTRUCTION DOCUMENTS

RESOLUT  
240372  
September 5, 2025

\*Note: Should conflict occur in or between Drawings, Details, and Specifications, Contractor shall be deemed to have estimated on a more expensive way of doing work unless it has asked for and obtained a written decision 48 hours before submission of bids as to which method or materials will be required. If Work is shown on the drawings but not in the specifications or Work is specified or described in the specifications but not shown specifically on the drawings, the Work is to be provided at no additional cost, with specifications or clarification drawings to be issued.

Add the following Subparagraphs 1.2.4 through 1.2.6:

1.2.4 Conditions of the Contract shall be read by all prime contractors and by each subcontractor or sub-subcontractor and shall be considered a part of each section of the Technical Specifications. The provisions of Contract Documents are binding on the contractors, subcontractor and sub-subcontractors for all work shown or indicated on the original Contract Documents plus any additional work authorized by change order, interpretation or field orders.

1.2.5 The Contractor shall notify the Architect of any condition it finds where, in its judgment, it will be desirable to modify the requirements to produce the best results. If the Contractor fails to make such request, it is deemed to have accepted the specified and/or detailed method of installation as being adequate to product first class, satisfactory work. Manufacturer's equipment specifications are based on models and/or construction and installation methods prevailing at the date of invitation and/or advertisement. Any changes to a manufacturer's model and/or construction, or other variations from the items specified, shall be furnished and installed at no additional cost to Owner.

1.2.6 Requests by the Contractor for written interpretations and/or detail drawings shall be made to the Architect in a timely manner such as will allow ample time for their preparation and delivery without causing delays in the Work. Failure of the Contractor to request needed clarifications and/or proceeding with affected work prior to receiving same shall indicate acceptance of any and all costs and/or delays required on account of necessary corrections.

**Article 3 - Contractor**

3.3 Supervision and Construction Procedures. Add the following Subparagraph 3.3.4:

3.3.4 All grades, levels, bench marks, locations and corners shall be correctly established by the Contractor.

3.5 Warranty. Add the following sentence to the end of Subparagraph 3.5.1:

The Contractor shall maintain such warranty for a period of one (1) year from the date of Substantial Completion of the project notwithstanding any more extensive warranty requirements specified for certain elements and products used in the Work, in which case the longer warranty requirement shall apply.

3.6 Taxes. Add the following Subparagraph 3.6.1:

3.6.1 The Contractor in consideration of securing the business of erecting or constructing public works in the State of Idaho and recognizing that the business in which it is engaged is of a transitory character, and that in the pursuit thereof, the Contractor's property used therein may be

KOOTENAI COUNTY  
HVAC UPDATES - JAIL  
CONSTRUCTION DOCUMENTS

RESOLUT  
240372  
September 5, 2025

outside of the State of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

- .1 To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho and its subdivisions during the term of this contract, whether or not the same shall be payable at the end of such term;
- .2 That if said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists even though the same constitute liens upon its property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
- .3 That, in the event of its default in the payment of securing of such taxes, excises, and license fees to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due the Contractor the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

3.9 Superintendent. Add the following Paragraph 3.9.4:

3.9.4 Unless otherwise agreed in writing, the Superintendent shall remain on the Project site whenever Subcontractors of any tier are present and not less than eight (8) hours per day, five (5) days per week unless the job is closed down due to a legal holiday, a general strike, conditions beyond the control of the Contractor, termination of the Contract in accordance with the Contract Documents, or Final Completion is attained. The Superintendent shall not be employed on any other project during the course of the work.

3.18 Indemnification. Delete Subparagraph 3.18.1 and substitute the following:

3.18.1 Subject to the following conditions, the Contractor shall defend, indemnify, and hold harmless the Owner and the Architect and their agents, employees, and consultants, successors, and assigns, (“Indemnitees”) from and against all claims, damages, losses, and expenses, direct and indirect or consequential, including costs, design professional fees, and attorney’s fees incurred on such claims and in proving the right to indemnification, arising out of or resulting from any act or omission of the Contractor, its agents, any of its Subcontractors and Suppliers of any tier, and anyone directly or indirectly employed by the Contractor, any Subcontractors or Suppliers of any tier (“Indemnitor”).

Add the following Clauses 3.18.1.1 and 3.18.1.2 to Subparagraph 3.18.1:

3.18.1.1 The Contractor will fully indemnify Indemnitees for the sole negligence of the Indemnitor.

3.18.1.2 To the extent of the Indemnitor’s negligence, the Contractor will indemnify Indemnitees for the concurrent negligence of the Indemnitor. The Contractor agrees to be added by the Owner or the Architect as a party to any mediation or litigation with third parties in which the Owner or Architect alleges indemnification or contribution from the Contractor, any of its Subcontractors or Suppliers of any tier, any one directly or indirectly employed by any of them, or any one for whose acts any of them may be liable. The Contractor agrees that all of its subcontractors and suppliers of any tier will in the subcontracts, similarly stipulate; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s) or Suppliers of any

KOOTENAI COUNTY  
HVAC UPDATES - JAIL  
CONSTRUCTION DOCUMENTS

RESOLUT  
240372  
September 5, 2025

tier. To the extent any portion of this indemnification provision is stricken by a court for any reason, all remaining provisions shall remain in full force and effect.

Change Subparagraph 3.18.2 to 3.18.3 and add the following Subparagraph 3.18.2:

3.18.2 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's Agent, and the Architect and their agents and employees from all suits, action, claims of any character, damages, losses and expenses, including, but not limited to, attorney's fees, brought on account of any injuries or damages sustained by any person or property in consequence of any negligence in safeguarding the Work, or through the use of unacceptable materials in the construction of the improvement, or on account of any act or omission by the Contractor or the Owner or their employees, or agents, or from any claims or amounts arising or recovered under the worker's compensation laws or any other law, bylaw, ordinance, regulation, order, or decree. During the prosecution of the Work, the Contractor shall be responsible for all damage or injury to any person or property of any character resulting from any act, omission, negligence or misconduct in the manner or method of executing said Work satisfactorily, or due to the non-execution of said Work at any time, or due to defective Work or materials. This responsibility shall include all claims arising from acts occurring before the date of issuance of the Certificate of Substantial Completion. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any part or person described in this Paragraph 3.18.

Add the following Subparagraphs 3.18.4 and 3.18.5:

3.18.4 In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.18 shall not be limited in any way on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

3.18.5 The obligations of the Contractor under this Paragraph 3.18 shall not extend to the liability of the Architect, his agents, or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees, provided that such giving or failure to give is the primary cause of the injury or damage.

Add the following Paragraph 3.19 and Subparagraphs 3.19.1 and 3.19.2:

3.19 Nondiscrimination. The Contractor shall maintain policies of employment as follows:

3.19.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that appliances are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

KOOTENAI COUNTY  
HVAC UPDATES - JAIL  
CONSTRUCTION DOCUMENTS

RESOLUT  
240372  
September 5, 2025

3.19.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

**Article 7 - Changes in the Work**

7.2 Change Orders. Add the following Subparagraphs 7.2.2 through 7.2.6:

7.2.2 Any Change Order prepared, including but not limited to those arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the work, including, but not limited to, all direct, indirect, and consequential costs associated with such change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

7.2.3 By the execution of a Change Order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in Work which is the subject of the Change Order and that it has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reasons of any conditions affecting the change in Work addressed by the Change Order which could have reasonably been discovered or disclosed by the Contractor's examination.

7.2.4 When requested by the Architect, the Contractor shall prepare prices for additional work.

7.2.5 For ease of administration, the Owner may seek changes in the work via a Change Order Proposal that will address a specific change or similar set of changes. Once agreed to, individual Change Order Proposals will be packaged into a Change Order.

7.2.6 The Contractor shall provide a cost breakdown for all adjustments in the contract sum, e.g., Change Orders, Change Order Proposals, and Construction Change Directives, using the methodology described in 7.3.7. Subparagraphs 7.3.8, 7.3.9, and 7.3.10 shall apply to all changes to the Contract including Change Orders and Change Order Proposals.

7.3 Construction Change Directives. Delete Subparagraph 7.3.5 in its entirety and substitute the following:

7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved, and within five (5) working days, advise the Architect, in writing, of the Contractor's agreement or disagreement with the cost or method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. If the Contractor disagrees, it shall set forth in writing and detail the reasons for its disagreement and the amount or other terms that it proposes. WITHOUT SUCH TIMELY WRITTEN NOTICE, THE CONTRACTOR SHALL CONCLUSIVELY BE DEEMED TO HAVE ACCEPTED THE OWNER'S VALUE OR METHOD OF ADJUSTMENT. The Contractor's disagreement shall in no way relieve the Contractor of its obligation to comply

KOOTENAI COUNTY  
 HVAC UPDATES - JAIL  
 CONSTRUCTION DOCUMENTS

RESOLUT  
 240372  
 September 5, 2025

promptly with any written notices issued by the Owner or Architect. The ultimate adjustment shall not exceed the larger amount under dispute, be it the Contractor's or the Owner's stated figure. The method of the adjustment shall then be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the Change, in strict accordance with this Paragraph 7.3 and other applicable provisions of the Contract Documents.

Delete Subparagraph 7.3.6 in its entirety and substitute the following:

7.3.6 If the Contractor disagrees pursuant to Subparagraph 7.3.5, or if cost is to be determined under Clause 7.3.3.3, the Contractor shall keep and present, in such forms as the Architect may prescribe, an itemized accounting together with supporting data. In order to facilitate checking of such quotations, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by complete itemization of costs, including labor, materials, and subcontract costs. Labor and materials shall be itemized in the manner described below. When major cost items arise from Subcontractors or Suppliers of any tier, these items shall also be itemized. Approval may not be given without such itemization. Failure to provide data within fourteen (14) days of the Architect's request shall constitute waiver of any Claim for changes in the Contract Time or Contract Sum. The total cost of any change including a Claim under Paragraphs 15.1.4 or 15.1.5 shall be limited to the reasonable value as determined by the Architect (subject to appeal through the dispute resolution procedure of Article 15), according to the following. Unless otherwise agreed in writing by the Owner, the cost shall not exceed the lower of the prevailing cost for the work in the locality of the Project, or the cost of the work in the current editions of the R.S. Means Company, Inc., Building Construction Cost Data.

a. Direct Labor Costs.

These are the estimated labor costs determined by either the estimated or actual number of additional craft hours and the hourly costs necessary to perform the change in Work, or the unit labor costs applied to the material quantities, providing that the unit labor costs are developed from the above craft cost, whichever is applicable, according to industry practice.

1. Basic Wages

Current hourly wage rates, for all laborers, apprentices, journeyman, crew foreman, and general foreman performing and/or directly supervising the changed Work on the site.

Prior to the first Change in the Work, the General Contractor shall provide Direct Labor Costs for all pay levels for major Subcontractors and Contractor's own forces for review and approval by the Owner and Architect. These approved rates shall be the basis for all Changes in the Work for the Project.

The premium portion of overtime wages is not included unless pre-approved by the Owner.

2. Fringe Benefits

Fringe benefits paid by the Contractor.

3. Worker's Compensation Insurance

Direct contributions to the State or to other carriers of workers' compensation Insurance.

4. Federal Insurances

KOOTENAI COUNTY  
HVAC UPDATES - JAIL  
CONSTRUCTION DOCUMENTS

RESOLUT  
240372  
September 5, 2025

Direct Contributions required by the Federal Insurance Compensation Act, (FICA);  
Federal Unemployment Tax Act (FUTA); and State Unemployment Tax.

b. Direct Material Costs.

This is an itemization of the quantity and cost of additional materials necessary to perform the change in the Work. These costs shall be determined by the unit costs applied to the quantity and extended. The unit costs shall be based on the following:

1. The net costs after all offered or available discounts or rebates.
2. Freight costs; express charges; or special delivery costs when applicable.

No lump sum costs will be allowed except when approved in advance by the Architect.

c. Construction Equipment Usage Costs.

This is an itemization of the actual length of time construction equipment appropriate for the Work will be used solely on the change in the Work at the site, multiplied by the applicable rental costs as established by the lower of the prevailing rate published in The Rental Rate Blue Book by Data Quest, San Jose, California, or the actual rate paid as evidence by rental receipts. Small tools are not considered equipment and are not separately compensable. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the change in the Work.

If more than one rate is applicable, the lowest rate will be utilized. The rates in effect at the time of the performance of the Change Work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use on the Work shall be 50% of the rate established above.

d. Prime Subcontractor's Proposals.

These are payments the Contractor makes directly to a Subcontractor of any tier for Change Work performed by that Subcontractor. Subcontractor's cost of Work is to be determined as in Items (a), (b), and (c) above.

e. Fees.

This is the allowance for all combined overhead, profit, and other costs, including all office, home office, and site overhead (including project manager, project engineer, and superintendent's time), and includes delay, acceleration, and impact costs of any kind, added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any claim for additional work or extra payment of any kind on this Project. Fees shall be strictly limited in all cases to the following schedule:

1. Fee by the Contractor When Actually Performing the Work

A total amount, not to exceed 15% of Items (a), (b), and (c) above, will be allowed. This is to compensate the Contractor for all personnel not defined in Item (a)(1) above; temporary construction facilities, home office costs, office engineering and estimating costs, and profit plus any other cost incidental to the performance of the change in Work.

KOOTENAI COUNTY  
HVAC UPDATES - JAIL  
CONSTRUCTION DOCUMENTS

RESOLUT  
240372  
September 5, 2025

2. Fee by the Contractor or Subcontractors When Not Actually Performing the Work
    - (a) A total amount not to exceed 8% of the total amount of Subcontractor's proposal as defined in item (d) above will be allowed for the Fee marking up the Work of the Subcontractor(s) actually performing the change in the Work.
    - (b) No direct labor by the Contractor will be allowed to be added to a Subcontractor's proposal. Contractor's direct labor, if required, must be submitted as outlined in Item (a), Direct Labor Costs.
  3. Subcontractor Administering but not Performing the Work  
In the case of a Subcontractor of any tier providing pass-through administration of a change, i.e., a change in which Work is performed by a lower tier Subcontractor to a Subcontractor, the administering Subcontractor will be limited to a maximum of 8% Fee on the amount of the changed Work performed by its sub-subcontractor. A maximum total of a 15% Fee will be allowed for administration by the administering Subcontractors and Contractor combined on Work performed by lower tier Subcontractors. In no case shall the total amount of a Fee computed on a change, including lower tier Subcontractor, Sub-Subcontractor, and Contractor exceed a total of 30%.
  - f. Cost of any Increase or Decrease in Insurance or Bond Premium, or Increase or Decrease in Taxes, Caused by the Change.
    1. General Contractor's Liability Insurance  
To the above, the costs of any changes in a Contractor's Liability Insurance arising directly from changed Work may be added.
    2. Bond  
To the above, the cost of the additional premium for the Contractor's bond arising directly from the changed work may be added.
    3. Business and Occupations (B & O) Tax (if applicable)  
Upon request, the Contractor shall provide the Owner with supporting documentation from the appropriate revenue agency.
  - g. Deductive Changes.  
Items a, b, c, d, and f will be itemized for deductive changes in the Work.
  - h. Additive Changes and Deductive Changes Together.
    1. If a change in the Work involves both additive and deductive changes, the appropriate Fee amount allowed will be added to the net difference of items a, b, c, and d.
    2. If other additive changed items are included in the same change proposal, the appropriate Fee allowed is to be applied to these individual changed items.
- 7.4 Minor Changes in the Work. Add the following sentence to the end of this Paragraph:  
Minor changes in the work will be accomplished utilizing Architects Supplemental Instructions (ASI).

KOOTENAI COUNTY  
HVAC UPDATES - JAIL  
CONSTRUCTION DOCUMENTS

RESOLUT  
240372  
September 5, 2025

**Article 8 – Time**

Add the following Subparagraph 8.2.4:

8.2.4 Liquidated Damages. The timely completion of this project is essential to the Owner. The Owner will incur serious and substantial special, incidental and consequential damages if Substantial Completion of the Work does not occur within the Contract Time; however, it would be difficult if not impossible to determine the amount of such damages, which could include, for example, personnel and overtime costs, transportation costs, design fees, governmental fees, storage costs, portable and off-site rental and lost opportunities. Consequently, provisions for liquidated damages are included below. The Owner’s right to liquidated damages is not affected by partial completion, occupancy, or beneficial occupancy. The Contractor shall be responsible for and pay the liquidated damages contained in the Contract Documents.

**Article 9 - Payments and Completion**

9.3 Applications for Payment.

9.3.1 Add the following sentence to the end of this Subparagraph:

In absence of section “Payment Procedures” in Division One of the specifications, this section will apply.

9.6.3 Add the following to the end of this Subparagraph:

The Owner, at his discretion, shall have the right to require the General Contractor to provide an audit of all payments made to Subcontractors and Suppliers. The Owner shall also have the right to require the General Contractor to furnish verification of payments made and/or Release of Claims for Payments on Owner-provided form from each Subcontractor and Supplier with each pay application.

9.8 Substantial Completion.

9.8.5 Add the following sentence to the end of this Subparagraph:

The payment shall be sufficient to increase the total payment to ninety-five (95) percent of the Contract sum less such amounts as the Architect shall determine for all incomplete work and unsettled claims.

9.10 Final Completion and Final Payment. Add the following Clauses 9.10.1.1 and 9.10.1.2 to Subparagraph 9.10.1:

9.10.1.1 The final retainage shall become due and payable to the Contractor not less than thirty (30) days after the issuance of the final Certificate for Payment by the Architect.

9.10.1.2 Portions of Subparagraph 9.10.1 not in conflict with Clause 9.10.1.1 shall remain in effect.

Add the following new paragraph 9.11 and subparagraph 9.11.1 to Article 9:

KOOTENAI COUNTY  
HVAC UPDATES - JAIL  
CONSTRUCTION DOCUMENTS

RESOLUT  
240372  
September 5, 2025

9.11 Liquidated Damages.

If proven to be the sole cause of delay

9.11.1 The Owner will suffer financial loss if the project is not substantially complete on the dates set forth in the Contract Documents. The Contractor and the Contractor's surety shall be liable for and shall pay to the Owner the sums stipulated as liquidated damages for each calendar day of delay until the work is substantially completed (damages may be accessed or withheld for each milestone date or phase indicated on the documents from progress payments when contractors work falls behind work schedule).

**Article 11 - Insurance and Bonds**

11.1.1 Add the following sentence and Items to the end of this Subparagraph:

Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X-C/U as applicable)
2. Independent Contractor's Protective
3. Products and Completed Operations
4. Personal Injury Liability with Employment Exclusion deleted
5. Contractual - Including specified provision for Contractor's obligation.
6. Owned, non-owned and hired motor vehicles
7. Broad Form Property Damage including completed operations
8. Umbrella Excess Liability

Add Clause 11.1.1.1 as follows:

11.1.1.1 The Owner, Project Manager, Architects West, Inc., and their respective offices, directors, agents, and employees shall be named as additional insureds on the insurance required in Subparagraph 11.1.1 above and the insurance shall contain a severability of interest clause as follows:

The Contractor shall indemnify, defend and save harmless the Owner, Owner's Agent, the Architect, and the Architect's Consultants from and against all claims, damages, costs, legal fees, expenses, actions and suits whatsoever including injury or death of others or any employee of the Contractor, subcontractors, or the sub-subcontractors, agents or employees, caused by failure to comply fully with any term or condition of the contract, or caused by damage to or loss of use of property, directly or indirectly, by the carrying out of the work, or caused by any matter of thing done, permitted or omitted to be done by the Contractor, its agents, subcontractors or employees and occasioned by the negligence of the Contractor, its agents, subcontractors or employees. The Owner, Owner's Agent, Architect, and Architect's consultants shall be named as additional insured on the Contractors liability policy.

"The insurance afforded herein 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.'"

The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

KOOTENAI COUNTY  
HVAC UPDATES - JAIL  
CONSTRUCTION DOCUMENTS

RESOLUT  
240372  
September 5, 2025

- a. Worker's Compensation:
  - (1) State: Statutory
  - (2) Employer's Liability: Statutory
  
- b. Comprehensive General Liability (including Premises- Operations; Owners Contractor Protective; Products and Completed Operations; Broad Form Property Damage; with Owner named as additional insured):
  - (1) Bodily Injury:  
\$2,000,000 Each Occurrence
  - (2) Property Damage:  
\$2,000,000 Each Occurrence
  - (3) Products and Completed Operations to be maintained for 3 years after final payment
  - (4) Property Damage Liability Insurance shall provide X, C and U coverage as applicable
  
- c. Contractual Liability:
  - (1) Bodily Injury:  
\$2,000,000 Each Occurrence
  - (2) Property Damage:  
\$2,000,000 Each Occurrence
  
- d. Personal Injury, with Employment Exclusion deleted:  
\$2,000,000 Each Occurrence

11.2.1 Add deductible to be \$1,000.00. Deductible to be paid by Contractor in event of a claim.

**Article 13 – Miscellaneous Provisions**

Add the following Paragraph 13.6 and Subparagraphs 13.6.1 through 13.6.3:

13.6 Time Limits on Claims.

13.6.1 A Claim, including those in connection with concealed or unknown conditions by either party, must be made by written notice to the Architect within ten (10) days from the date of the occurrence of the event or discovery of the condition giving rise to the Claim or within ten (10) days from the date that the Claimant knew or should have known of the event or condition. Unless the Claim is made within the aforementioned time requirements, it shall be deemed to be waived. The written notice of Claim shall include a factual statement of the basis for the Claim, pertinent dates, contract provisions offered in support of the Claim, additional materials offered in support of the Claim, and the nature of the resolution sought by the Claimant. The Architect will not consider, and the Owner shall not be responsible or liable for, any claims from subcontractors, suppliers, manufacturers or other persons or entities not a party to this Contract. Once a Claim is made, the Claimant shall cooperate with the Architect and the party against whom the Claim is made in order to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition.

13.6.2 If the Contractor is delayed by the Owner or the Architect, or by any employee of either, or by a separate contractor employed by the Owner, or by Change Orders in the Work, the

KOOTENAI COUNTY  
HVAC UPDATES - JAIL  
CONSTRUCTION DOCUMENTS

RESOLUT  
240372  
September 5, 2025

Contractor's sole remedy shall be a time extension for the completion of the Work. However, this Subparagraph does not exclude the recovery of the Owner for money damages occasioned by the Contractor's delay under the provisions of the Contract Documents.

13.6.3 The Contractor's right to proceed shall not be terminated nor the Contractor charged with resulting damage if:

- a. the Contractor is delayed in the completion of the Work arising from incidents beyond the control and without fault or negligence of the Contractor, limited to the following: Intentional or negligent act of the Owner or the Architect, or by any employee of either, or by a Separate Contractor employed by the Owner, or by Change Orders in the Work, fires, floods, epidemics, or acts of a public enemy, then the time for completion of the Contract shall be extended by a Change Order for such reasonable time as the Architect may determine; and
- b. the Contractor, at least ten (10) days before the beginning of the delay occurs whenever possible, notifies the Architect in writing, or, if the delay was not reasonably foreseeable, the Contractor notifies the Architect in writing within ten (10) days from the beginning of such delay; and
- c. the Contractor provides a written estimate of the number of days the project will be delayed.

Add the following Paragraphs 13.7 and 13.8:

**13.7 Final Payment to Contractor**

Acceptance of final payment by the Contractor shall constitute a waiver of Claims as described in Subparagraph 9.10.4.

**13.8 Change Orders**

The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. General reservations of rights will be deemed waived and void.

**Article 15 – Claims and Disputes**

15.1.3 Notice of Claims. Delete Clause 15.1.3.1 and replace with the following:

15.1.3.1 The Contractor shall submit all Claims to the Owner and the Architect and to the Initial Decision Maker (if other than the Architect) in writing within ten (10) days of the discovery of the event(s) giving rise to them and shall include a clear description of each Claim, the proposed change in the Contract Sum and/or Time of the Claim, and shall provide data supporting the Claim. The Claim shall be deemed to include all direct and indirect changes in cost and in time to which the Contractor as well as Subcontractors and Suppliers of any tier are entitled. Prior to the initiation of the dispute resolution procedure, the Owner or its representatives shall have the right to audit and copy the Claim-related books and records of the Contractor and of any Subcontractor or Supplier of any tier whose claim is a part of or included in the Claim. The claim of a Subcontractor or Supplier of any tier may be brought only through the Contractor and only after the Contractor notifies the Owner in writing that the Contractor has reviewed the Claim and believes it to be meritorious.

KOOTENAI COUNTY  
HVAC UPDATES - JAIL  
CONSTRUCTION DOCUMENTS  
15.3 Mediation

RESOLUT  
240372  
September 5, 2025

Delete the last 2 sentences of Subparagraph 15.3.2.

Add the following to the end of Subparagraph 15.3.4:

If the Claim is not resolved first in any other dispute resolution procedure, neither the Contractor nor any Subcontractor or Supplier of any tier may bring a claim against the Owner in litigation unless the claim is first subject to nonbonding mediation before a single mediator. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. An officer of the Contractor and the Superintendent of the Owner, both having full authority to settle the claim, must attend the mediation session. To the extent there are other parties in interest, such as the Architect, Subcontractors or Suppliers of any tier, their representatives, with full authority to settle the claim, shall also attend the mediation session. Unless the Owner and the Contractor mutually agree in writing otherwise, all unresolved Claims on the Project shall be considered at a single mediation session which shall occur prior to Final Acceptance by the Owner. The Contractor is responsible for initiating the mediation procedure.

15.4 Arbitration. Delete this Paragraph and all following Subparagraphs and Clauses in their entirety. In addition, any references to arbitration elsewhere in any of the Contract Documents shall be deemed to be null and void, and of no force or effect.

END OF SUPPLEMENTARY CONDITIONS

KOOTENAI COUNTY  
HVAC UPDATES - JAIL  
CONSTRUCTION DOCUMENTS

RESOLUT  
240372  
September 5, 2025

009000 - OTHER CONDITIONS

PART 1 - GENERAL

1.01 FORMS

- A. The Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions of the Contract (AIA Document A201, 2017 Edition), Supplemental Conditions of the Contract and these Other Conditions are part of agreement to be entered into between Contractor and Owner. It shall be responsibility of Contractor and each Subcontractor to apprise themselves of all conditions, limitations and requirements of these documents which are considered a part of each section and each specification Division (#1 through #33 of this Project Manual) as if printed therein.

1.02 COMPLIANCE WITH STATE LAWS

- A. "Each contractor shall comply with the following codes and laws:
1. Relating to contractor's bond;
  2. Relating to affirmative action;
  3. Relating to offshore items;
  4. Relating to hours of labor;
  5. Relating to discrimination;
  6. Relating to provisions for the aged and physically handicapped; and
  7. The International Building Code, 2018 Edition.

1.03 IDAHO PUBLIC WORKS CONTRACT REPORTS

- A. Section 54, 1904A, Idaho Code reads as follows:  
"Within 30 days after any public works contractor who is required to be licensed pursuant to this chapter has been awarded contract for construction to be performed within the State of Idaho involving the expenditure of any public moneys, the contract awarding agency shall file with the tax collector a signed statement showing the date on which such contract was made or awarded, including all subcontractors, the State of Incorporation if party is a corporation, the project number and general description of the type and location of the work to be performed, the amount of the prime contract and all subcontracts, and all other relevant information which may be required on forms which may be prescribed by the tax collector. Every contractor or subcontractor whose name appears on any such notice shall be required to file income taxes which may be due thereof pursuant to law for all years in which any public moneys were received by him in connection with any construction work which was performed within the State of Idaho. A failure to pay any income taxes which may be due thereon, in addition to all other penalties therefore as provided by law, shall constitute a ground for suspension or revocation of license, as in the act provided. In addition to the requirements specified, and prior to the approval of any claims on account of construction of buildings, the Owner shall require the contractor to furnish evidence that he has paid all taxes, excises and license fees due to the State and its taxing units, due and payable during the term of the contract for such construction, and that he has secured all such taxes, excises and license fees liability for the payment of which has accrued during the term of such contract, notwithstanding that they may not yet be due or payable.

OTHER CONDITIONS

KOOTENAI COUNTY  
HVAC UPDATES - JAIL  
CONSTRUCTION DOCUMENTS  
1.04 OTHER STATE OF IDAHO REQUIREMENTS

RESOLUT  
240372  
September 5, 2025

- A. Idaho Code § 63-1503: The contractor, in consideration of securing the business of erecting or construction public work in this State, recognizing that the business in which he is engaged is of transitory character, and that in the pursuit thereof, his property used therein may be without the State when taxes, excises, or license fees to which he is liable become payable, agrees:
  - 1. To pay promptly when due all taxes (other than on real property), excise and license fees due to the State, its subdivision, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term:
  - 2. That if the said taxes, excises, and license fees are not payable at the end of the said term, but liability for the payment thereof exists even though the same constitute liens upon his property, to secure the same to the satisfaction of the officers charged with the collection thereof; and,
  - 3. That in the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that the Department, Officer, Board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.
  
- B. Idaho Code § 44-1001. Employment of residents of Idaho-Wage scale Federal Funds. In all state, county, municipal and school construction, repair and maintenance work under any of the laws of this state the contractor, or person in charge thereof must employ ninety-five percent (95%) bona fide Idaho residents as employees on any such contracts except where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided however, in all cases such employers must give preference to the employment of bona fide Idaho residents in the performance of such work; provided, that in work involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing labor preference to honorably discharged soldiers, sailors, marines, prohibiting as unlawful any other preference of discrimination among the citizens of the United States.
  
- C. Idaho Code § 44-1002. Terms of employment and wage contracts. - In all contracts hereafter let for state, county, municipal, and school construction, repair and maintenance work under any of the laws of this state there shall be inserted in each of said contracts a provision by which the contractor must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association, or corporation refusing to execute an agreement with the above-mentioned provisions in it; provided, that in contracts involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States.
  
- D. Idaho Code § 44-1103, as it was originally passed in 1939, provided that a bona fide resident was

OTHER CONDITIONS

KOOTENAI COUNTY  
HVAC UPDATES - JAIL  
CONSTRUCTION DOCUMENTS

RESOLUT  
240372  
September 5, 2025

a person who at the time of said employment and immediately prior thereto resided in this state for not less than one year.

- E. Idaho Code § 67-2348. - Preference for Idaho domiciled contractors on public works. To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district . . . , or other public body, shall let for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required in order to be successful to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in his domiciliary state.
- F. Idaho Code § 67-2349. Preference for Idaho suppliers for purchases. - To the extent permitted by federal laws and regulations, whenever the State of Idaho or... school district, ... or other public body, shall let for bid any contract for purchase of any materials, supplies or equipment, the bidder domiciled outside the boundaries of Idaho shall be required in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible bidder domiciled in Idaho as would be required for such an Idaho domiciled bidder to succeed over the bidder domiciled outside Idaho on a like contract being let in his domiciliary state.
- G. (Please Note: Idaho Code § 67-2348 and 67-2349 apply only to contractors and suppliers domiciled in states that have restrictive or special conditions (e.g. Montana) applying to contractors and suppliers domiciled in other states.)
- H. Pursuant to Idaho Code § 67-2346, Bidder agrees that by executing the Bid Response Form, Bidder is certifying that Bidder is not engaged in, and will not engage for the duration of the contract in, any boycott of goods or services from Israel or territories under its control.
- I. Pursuant to Idaho Code § 67-2359, Bidder agrees that by executing the Bid Response Form, Bidder is certifying that Bidder is not now owned and will not be owned for the duration of the contract, by the government of China.

1.05 PUBLIC WORKS CONTRACTOR'S LICENSE

- A. Comply with all applicable requirements of the State of Idaho regarding public works contractor licensing, including, without limitations, the class of license required based on the dollar amount of the Work to be performed.

1.06 INCORPORATION OF ASBESTOS CONTAINING MATERIALS (ACM)

- A. The use or incorporation of ACM in this project is strictly forbidden. The General Contractor and each and every subcontractor and supplier furnishing materials for this project will furnish at the owner's request written certification that no ACM has been incorporated into the work.

1.07 FURNISH CURRENT EQUIPMENT

- A. Equipment furnished under this contract will be new equipment furnished from the manufacturer's current catalog. Obsolete equipment will not be acceptable. (The manufacturer's catalog at bid time is the standard of reference.)

OTHER CONDITIONS

KOOTENAI COUNTY  
HVAC UPDATES - JAIL  
CONSTRUCTION DOCUMENTS

RESOLUT  
240372  
September 5, 2025

END OF OTHER CONDITIONS

OTHER CONDITIONS

KOOTENAI COUNTY  
HVAC UPDATES - JAIL  
CONSTRUCTION DOCUMENTS

RESOLUT  
240372  
JULY 17, 2025

SECTION 004100 - BID FORM

1.01 THE PROJECT AND THE PARTIES

A. PROJECT: KOOTENAI COUNTY HVAC UPDATES – JAIL  
KOOTENAI COUNTY BOARD OF COMMISSIONERS  
COEUR D’ALENE, IDAHO

B. BID OPENING DATE / TIME: August 19, 2025 2:00 PM  
Per Section 000100 – Advertisement for Bid

C. BID OPENING LOCATION: Per Section 000100 – Advertisement for Bid

D. SUBMITTED BY: (Bidder to enter name and address)

- 1. Bidder's Full Name Apollo Mechanical Contractors
- a. Address PO BOX 7287 1133 W COLUMBIA DRIVE
- b. City, State, Zip KENNEWICK
- c. Phone: Corp: 509-586-1104
- d. Contact Name: Cody Murdock

1.02 ADDENDA

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

- 1. Addendum(a) No. 1 through 3.

1.03 BASE BID

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Architects West for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

- 1 One million eight hundred eighty four thousand dollars  
(\$1,884,000.00), in lawful money of the United States of America.

B. We have included the required security deposit as required by the Instruction to Bidders.

C. All applicable Federal Taxes and Idaho State Sales Taxes are **included** in the Bid Sum.

1.04 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for sixty (60) days from the bid closing date.

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

- 1. Execute the Agreement within ten (10) days of receipt of Intent to Award.

KOOTENAI COUNTY  
HVAC UPDATES - JAIL  
CONSTRUCTION DOCUMENTS

RESOLUT  
240372  
JULY 17, 2025

2. Furnish the required bonds and Certificate of Insurance within seven days of receipt of Intent of Award.
  3. Commence work within seven days after written Notice to Proceed.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s) and Insurance, the security 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 a Contract is signed.

#### 1.05 FURTHER REQUIREMENTS

- A. State of Idaho policy prohibits purchase of asbestos products and asbestos containing materials for use in or on any facilities, including personal and real property, where acceptable alternatives are available. The contractor certifies by submission of it's Bid that the products or materials to be furnished as a result of this bid are asbestos free. The Owner will hold the contractor and/or his supplier(s) liable for any asbestos removal and replacement costs as a result of the contractor's failure to comply with this requirement.
- B. Each bid shall be accompanied by certified check, cashier's check, or bid bond in amount of at least 5% of total base bid amount. (Bid deposit in cash will not be accepted.) Make bid guarantee payable to the owner. (Note: If bid bond is used it must contain as a minimum all provisions which are contained in the current edition of AIA Document A310. If a certified check or cashier's check is supplied, it must be drawn on a bank or trust company legally operating in the State of Idaho.)
1. Enclosed is bid guarantee consisting of: \$ 94,200 in the amount of 5% of the Bid Amount.

#### 1.06 CONTRACT TIME

- A. If this Bid is accepted, we will complete the Work in accordance with prescribed schedules.
- B. The Owner will suffer financial loss if each phase of the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and the Contractor's surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the work of each phase is substantially completed.
- C. Liquidated Damages shall be \$500.00 per calendar day. The undersigned agrees, if awarded the Contract, to complete the entire Project as stipulated in the Contract Documents. The undersigned further agrees that the Owner may retain from the compensation otherwise due, the liquidated damage costs incurred by the Owner, for each calendar day expiring beyond the time fixed for completion that the work remains not substantially completed and for each calendar day expiring beyond the date fixed for final completion of the entire Project. These amounts are more specifically described in the 'Time of Completion' requirements set forth above, with such sums not to be construed in any sense as a penalty, but as agreed liquidated damages which the Owner shall sustain in the case of the failure of the undersigned to complete the Work at the time stipulated.

#### 1.07 LISTING OF SUBCONTRACTORS

- A. Pursuant to Section 67-2310, Idaho Code, commonly known as the naming law, the names and addresses of subcontractors to whom work will be awarded, subject to approval of the Owner and Architect, if the undersigned is awarded the contract, are as follows, or, if the General Contractor will self-perform the work, the General Contractor is to list their valid license number for that trade.

KOOTENAI COUNTY  
HVAC UPDATES - JAIL  
CONSTRUCTION DOCUMENTS  
**PLUMBING:**

RESOLUT  
240372  
JULY 17, 2025

Name: Apollo Mechanical Contractors

Address: 11505 E Trent Ave, Spokane Valley, WA 99206

Idaho Public Works License No.\* PCW-C-12441-UNLIMITED -1-4

**HEATING/VENTILATION/AIR CONDITIONING:**

Name: Apollo Mechanical Contractors

Address: 11505 E Trent Ave, Spokane Valley, WA 99206

Idaho Public Works License No.\* PCW-C-12441-UNLIMITED -1-4

**ELECTRICAL:**

Name: Arc Electric & Lighting Corporation

Address: 5524 N Julia St, Spokane, WA, 99217

Idaho Public Works License No.\* 029310 – AAA – 4

\* - If sub-trade scope of work is under \$50,000, no Public Works License is required.

1.08 BID FORM SIGNATURE(S)

A. The undersigned confirms that he is, as of this date, duly licensed as a Class UL Idaho Public Works Contractor and further that he possesses State of Idaho Contractor's License No. PWC-C-12441, and is domiciled in the State of Washington.

Dated this 19th day of August, 2025.

Respectfully submitted,

Apollo Mechanical Contractors

Name of Bidder (Company)

(Seal, if bid is by a corporation)

PO Box 7287 1133 W Columbia Drive  
Kennewick, WA 99336

Business Address

Signature of authorized representative  
Robert Lindbloom

Signature of authorized representative

Robert Lindbloom - Executive Vice President

Title

509-586-1104

Telephone Number

END OF BID FORM