

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Teton County, Idaho (“Owner”) and
H-K Contractors, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **SH-33 Multi-Modal Pathway**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Harmony Design & Engineering.

3.02 The Owner has retained Harmony Design & Engineer (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will commence no earlier than the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be substantially completed within 40 days after the start of construction, which shall be continuous. The Work will be substantially completed on or before September 15, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 30, 2025.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) Reference the attached Bid Form for further information.
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
 - C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 and 6.02.A.2 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95% of Work completed (with the balance being retainage); and
 - b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100% of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of five percent (5%) per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies,

or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. General Conditions (pages 1 to 19, inclusive).
 - 5. Special Provisions including but not limited to:
 - a. Disadvantaged Business Enterprise Special Provisions
 - b. EEO Special Provisions
 - c. 2024 Buy America Insert
 - d. Project Specific Special Provisions
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 24 sheets with each sheet bearing the following general title: SH 33 Airport Pathway Extension.
 - 8. Addenda (numbers 1 to 3, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 6, inclusive).
 - b. Documents submitted by Contractor prior to Notice of Award.
 - 10. Federal Clauses
 - 11. Federal Certifications
 - 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.

- c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

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

OWNER: Teton County, Idaho

CONTRACTOR: H-K Contractors, Inc.

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

PO Box 51450
Idaho Falls, ID 83405

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

- A. City of Driggs
60 S Main St.
P.O. Box 48
Driggs, ID 83422

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>January 24, 2025</u>
<u>2</u>	<u>January 28, 2025</u>
<u>3</u>	<u>February 5th, 2025</u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BIDDING COMPANY: Hk contractors

See following sheets for Basis of Bid Table.

HWY 33 MULTI-MODAL PATHWAY								
Bid No.	ITD Item No.	Spec #	Description	Quantity	Unit	Unit Price / Labor + Materials	Total (Driggs)	Total (Teton County)
001	Z629-05A	629	Mobilization (Teton County)	1	L.S.	23,898. ⁰⁰	---	23,898. ⁰⁰
002	Z629-05A	629	Mobilization (Driggs)	1	L.S.	23,898. ⁰⁰	23,898. ⁰⁰	---
003	212-020A 212-060A 212-095A 212-115A	212	Silt Fence, Stabilized Construction Entrance, Inlet Protection, Erosion Control Maintenance (Teton County)	1	L.S.	19,845. ⁰⁰	---	19,845. ⁰⁰
004	212-020A 212-060A 212-095A 212-115A	212	Silt Fence, Stabilized Construction Entrance, Inlet Protection, Erosion Control Maintenance (Driggs)	1	L.S.	19,845. ⁰⁰	19,845. ⁰⁰	---
005	626-010A, 626-100A, 626-105A	626	Temporary Traffic Control Signs, Misc Traffic Control Items, Traffic Control Maintenance (Teton County)	1	L.S.	5,965. ⁰⁰	---	5,965. ⁰⁰
006	626-010A, 626-100A, 626-105A	626	Temporary Traffic Control Signs, Misc Traffic Control Items, Traffic Control Maintenance (Driggs)	1	L.S.	8,155. ⁰⁰	8,155. ⁰⁰	---
007	675-005A	105	Survey (Teton County)	1	L.S.	9,677. ⁰⁰	---	9,677. ⁰⁰
008	675-005A	105	Survey (Driggs)	1	L.S.	9,677. ⁰⁰	9,677. ⁰⁰	---
009	201-005A	201	Clearing and grubbing (Teton County)	0.640	Acre	24,635. ⁰⁰	---	15,766. ⁰⁰
010	201-005A	201	Clearing and grubbing (Driggs)	1.310	Acre	24,335. ⁰⁰	31,878. ⁰⁰	---
011	203-003A	203	Removal of Obstructions - Sawcut Paving (Teton County)	275.0	LF	2.30	---	632. ⁰⁰
012	203-003A	203	Removal of Obstructions - Sawcut Paving (Driggs)	464.0	LF	2.30	1,067. ⁰⁰	---
013	203-015A	203	Removal of Bituminous Surface (Teton County)	586.8	SY	3.75	---	2,155. ⁰⁰
014	203-015A	203	Removal of Bituminous Surface (Driggs)	248.6	SY	6.22	1,679. ⁰⁰	---
015	205-005A	205	Excavation (Teton County)	262.3	CY	31.22	---	8,328. ⁰⁰
016	205-005A	205	Excavation (Driggs)	672.5	CY	23. ⁰⁰	15,890. ⁰⁰	---
017	213-005A	213	Topsoil (Teton County)	153.4	CY	88. ⁰⁰	---	13,639. ⁰⁰
018	213-005A	213	Topsoil (Driggs)	303.0	CY	88. ⁰⁰	23,759. ⁰⁰	---
019	578-005A	578	1.9' x 5' Concrete Box Culvert Extension (Driggs)	1	LS	7,403	7,403	---
020	602-045A	602	24-in Corrugated Metal Pipe Culvert (Teton County)	45.5	LF	153. ⁰⁰	---	7,058. ⁰⁰
021	602-045A	602	24-in Corrugated Metal Pipe Culvert (Driggs)	48.0	LF	147. ⁰⁰	7,056. ⁰⁰	---
022	609-025B	609	Minor Structure - 24" Cast-in-Place Headwall with Custom Channel (Teton County)	1	Ea.	16,398	---	16,398
023	609-025C	609	Minor Structure - Dual Pipe 24" Cast-in-Place Headwall with Custom Channel (Teton County)	1	Ea.	16,398	---	16,398
024	608-045B	608	24-in Steel Apron For Metal Pipe Culvert (Driggs)	2	Ea.	1547. ⁰⁰	3,094. ⁰⁰	---
025	301-010A	301	Granular Subbase (Teton County)	457.0	CY	72. ⁰⁰	---	32,976
026	301-010A	301	Granular Subbase (Driggs)	544.0	CY	75. ⁰⁰	40,800	---
027	303-052A	303	3/4" Aggregate Type B for Base (Teton County)	264.0	CY	81. ⁰⁰	---	21,516. ⁰⁰
028	303-052A	303	3/4" Aggregate Type B for Base (Driggs)	343.0	CY	87. ⁰⁰	29,841. ⁰⁰	---
029	405-420A	405	Superpave® Hot Mix Asphalt Pavement (Teton County)	337.71	Ton	150. ⁰⁰	---	50,656. ⁰⁰
030	405-420A	405	Superpave® Hot Mix Asphalt Pavement (Driggs)	518.15	Ton	150. ⁰⁰	77,722. ⁰⁰	---
031	630-005A	630	Painted pavement markings, white, for bike x-ing and symbols (Teton County)	875.50	SF	3. ⁰⁰	---	2,626. ⁰⁰
032	630-005A	630	Painted pavement markings, white, for bike x-ing and symbols (Driggs)	428.00	SF	3. ⁰⁰	1284. ⁰⁰	---

HWY 33 MULTI-MODAL PATHWAY								
Bid No.	ITD Item No.	Spec #	Description	Quantity	Unit	Unit Price / Labor + Materials	Total (Driggs)	Total (Teton County)
033	S901-05A	SP-03	ADA Compliant Detectable Warning Surface, Truncated Domes (Teton County)	4	Ea.	2,253. ⁰⁰	---	9012. ⁰⁰
034	S901-05A	SP-03	ADA Compliant Detectable Warning Surface, Truncated Domes (Driggs)	4	Ea.	2,253. ⁰⁰	9012. ⁰⁰	---
035	616-010A	616	30"x30" W11-15 Bike and Ped. Warning Type B Sign (Teton County)	3.13	SF	152. ⁰⁰	---	475. ⁷⁶
036	616-010A	616	30"x30" W11-15 Bike and Ped. Warning Type B Sign (Driggs)	6.25	SF	152. ⁰⁰	950. ⁰⁰	---
037	616-010A	616	24"x18" W11-15P Trail Crossing Type B Sign (Teton County)	3.00	SF	152. ⁰⁰	---	456. ⁰⁰
038	616-010A	616	24"x18" W11-15P Trail Crossing Type B Sign (Driggs)	6.00	SF	152. ⁰⁰	912. ⁰⁰	---
039	616-010A	616	24" x 12" W16-7P Diagonal Arrow Type B Sign (Driggs)	4.00	SF	152. ⁰⁰	608. ⁰⁰	---
040	617-010A	617	Flexible Barrier (Driggs)	23	Ea.	105. ⁰⁰	2,385. ⁰⁰	---
041	616-010A	616	R1-1 18" x 18" Type B Stop sign for pathway (Teton County)	3.72	SF	152. ⁰⁰	---	565. ⁴⁴
042	616-010A	616	R1-1 18" x 18" Type B Stop sign for pathway (Driggs)	7.44	SF	152. ⁰⁰	671. ⁶⁸	---
043	616-010A	616	R1-2 18" x 18" Type B Yield sign for pathway (Teton County)	2.26	SF	152. ⁰⁰	---	345. ⁷²
044	616-010A	616	R1-2 18" x 18" Type B Yield sign for pathway (Driggs)	9.04	SF	152. ⁰⁰	1,374. ⁰⁸	---
045	616-040J	616	Breakaway Post Type E-1 (Teton County)	24.0	FT	53. ⁵⁰	---	1284. ⁰⁰
046	616-040J	616	Breakaway Post Type E-1 (Driggs)	72.0	FT	53. ⁵⁰	3,852. ⁰⁰	---
047	616-040K	616	Breakaway Post Type E-2 (Teton County)	10.5	FT	53. ⁵⁰	---	561. ⁷⁵
048	616-040K	616	Breakaway Post Type E-2 (Driggs)	22.0	FT	53. ⁵⁰	1,177. ⁰⁰	---
049	203-006A, 616-080A, 616-085A	203/616	Sign Removal and Relocation, Including Supports and Hardware (Teton County)	2	Ea.	2,908. ⁰⁰	---	5,816. ⁰⁰
050	203-006A, 616-080A, 616-085A	203/616	Sign Removal and Relocation, Including Supports and Hardware (Driggs)	3	Ea.	2,908. ⁰⁰	6,724. ⁰⁰	---
051	621-001A, 621-010A, 621-015A	621	Seed, seeding, mulching (Teton County)	0.380	Acro	9,539	---	3,624. ⁰⁰
052	621-001A, 621-010A, 621-015A	621	Seed, seeding, mulching (Driggs)	0.751	Acro	9,590	7,202. ⁰⁰	---
053	614-015A	614	Concrete for Sidewalk Extensions (Driggs)	16.0	S.Y.	406. ⁰⁰	6,496. ⁰⁰	---
054	605-640A	605	Valve Adjustments (Driggs)	3	Ea.	242	726	---
055	S911-05A	SP-01	Root Barrier (Driggs)	200.0	L.F.	418. ⁰⁰	8,360. ⁰⁰	---
056	S501-15A	SP-02	1'-2' Tall Rock Wall (Driggs)	33.0	L.F.	161. ⁰⁰	5,324. ⁰⁰	---
057	N/A	105	Construction Testing (Teton County)	1	Ea.	10,579	---	10,579
058	N/A	105	Construction Testing (Driggs)	1	Ea.	10,579	10,579	---
TOTAL							322,631. ⁴⁵	281,425. ⁷²

*City portion of project: STA 0+00 – 27+00

CORRECTED: \$379,087.65 | \$281,421.22

**County portion of project: STA 27+00 - end

TOTAL: \$660,508.87

- A. Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete on or before September 15, 2025, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 30, 2025.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Bid Security Bond;
 - B. List of Proposed Subcontractors and Suppliers;
 - C. ITD Bidders Registration Form;
 - D. Drug Free Workplace Affidavit;
 - E. Anti-Boycott Against Israel Act Certification
 - F. Federal certifications including Buy America Requirements, Restrictions on Lobbying, and Nonprocurement Suspension and Disbarment Requirements.
 - G. Evidence of authority to do business in Idaho; or a written covenant to obtain such license within the time for acceptance of Bids;
 - H. Contractor's State Public Works License No. or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

H-K Contractors, Inc.

By:

[Signature]



[Printed name]

Craig Mathison

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

April Maus

Title:

Controller/Secretary

Submittal Date:

02-10-2025

Address for giving notices:

PO Box 51450

Idaho Falls, ID 83405

Telephone Number:

208-523-6600

Fax Number:

208-524-1426

Contact Name and e-mail address:

Maureseo Vasquez

maureseo.vasquez@hkcontractors.com

Bidder's License No.:

10681-U-1-2-3

(where applicable)