

STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE  
SFB 18-237, (PWE-818)

**THIS AGREEMENT** is by and between Boise City (hereinafter called OWNER) and Ideal Demolition Services, LLC, (hereinafter called CONTRACTOR), duly authorized to do business in the State of Idaho.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, 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: The work involves demolition of existing buildings in their entirety including walls, roof, foundations, slab, mechanical and electrical components etc.

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Alto Via Demolition Project #2 – (PWE-818), SFB 18-237.

**ARTICLE 3 – ENGINEER**

3.01 The Project Engineer is the Boise City Engineer or his designated representative who is hereinafter called ENGINEER and who is 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 *Days to Achieve Substantial Completion and Final Payment*

A. The Work shall be substantially completed within **30 DAYS** after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **45 DAYS** after the date when the Contract Times commence to run.

B. Milestone: **N/A**

#### 4.03 Liquidated Damages

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), CONTRACTOR shall pay OWNER \$100.00 for each day that expires after the time specified in paragraph 4.02A for Substantial Completion until the Work is substantially complete and 4.02B for the Milestone until the Milestone is complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$100.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

In addition to Liquidated Damages due to the Owner, Contractor shall pay Obstruction Fees to ACHD for days that the Work extends beyond the grace period listed under Article 4, Subsection 4.02.B, as specified in Ordinance Number 203.

#### ARTICLE 5 – CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:
- A. For all Work, at the prices stated in CONTRACTOR's Bid, (attached hereto as an exhibit), in the amount not to exceed \$57,700.00.

#### ARTICLE 6 – PAYMENT PROCEDURES

##### 6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions and Supplementary 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, within forty-five (45) days after receipt each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of 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 in the General Requirements:

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 ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
  - 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).
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Article 14 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 tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at Substantial Completion, the character and progress of the Work has been satisfactory, the OWNER may, at the OWNER's sole discretion, reduce the amount of retainage being held.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.
- B. Final payment will be made within 30 calendar days after the letter of release has been received from the Idaho State Tax Commission.

### **ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest per State code.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. CONTRACTOR has visited the Site 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 federal, state, and local 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 contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any 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 Documents.
- 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 correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. 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.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

The CONTRACTOR is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### 9.01 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond; (not required if bid is under \$50,000)
3. Payment Bond; (not required if bid is under \$50,000)
4. Certificate of Insurance;
5. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached);
6. Instructions to Bidders;
7. Supplementary Conditions;
8. Scope of work
9. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction (not attached);
10. Drawings consisting of sheets numbered n/a through n/a inclusive, with each sheet bearing the following general title: Alto Via Demolition Project #2;
11. Addenda Number 01;
12. Exhibits to this Agreement (enumerated as follows):

CONTRACTOR's Bid;  
CONTRACTOR's Affidavit Concerning Taxes;

13. The following, which may be delivered or issued on or after the Effective Date of the Agreement and are, not attached hereto:
  - a. Notice to Proceed;
  - b. Written Amendments;
  - c. Work Change Directives; and
  - d. Change Order(s).
- 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 paragraph 3.05 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### *10.01 Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### *10.02 Assignment of Contract*

- A. No assignment by a party hereto of any rights 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, moneys that may become due and moneys that are 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 partners, successors, assigns, and legal representatives to the other party hereto, its partners, 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 *Discrimination Prohibited*

In performing the Services required, herein, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or disability.

**CONTRACTOR**

Ideal Demolition Services, LLC    david@idealdemolitionservices.com  
2473 W. Success Way  
Emmett, ID 83617

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

Name: David Aparicio  
(please type)

Address: 2473 W. Success Way  
Emmett, ID 83617

Fed. Taxpayer I.D. # 60-0606402

**OWNER:**

**(seal)**

ACKNOWLEDGEMENT

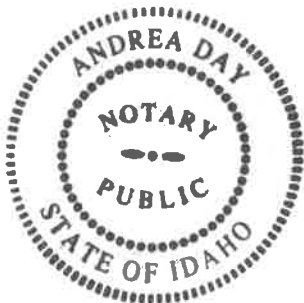
**SFB 18-237**

STATE OF Idaho )  
COUNTY OF Gem ) ss.

On this 23 day of April 2018, before me the undersigned  
personally appeared David Aparicio, sworn to  
me to be the President of Ideal Demolition Services  
Title Company Name

proved/known to me to be the person(s) who executed the within document.

(SEAL)



Andrea Day

Notary Public for State of Idaho

Residing at Emmett, ID

My Commission Expires: 8/6/21

SFB 18-237  
Public Works Project #PWE-818

APPROVED AS TO FORM AND CONTENT

Deane Morrison 4/19/18  
PUBLIC WORKS

Colin Miller 4-20-18  
PURCHASING MANAGER

[Signature] 4-23-18  
LEGAL

[Signature] 4/23/18  
RISK MANAGEMENT

BOISE CITY

By: NA  
David H. Biefer, Mayor

\$57,700.00  
Contract Amount

ATTEST:

By: NA  
City Clerk

4/19/2018

nm0



**CONTRACTOR'S AFFIDAVIT CONCERNING TAXES**

STATE OF Idaho )  
COUNTY OF Gem ) ss.

Pursuant to the Idaho Code, Title 63, Chapter 15, I, the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to taxing units in the State of Idaho, for which I or my property is liable then due or delinquent, have been paid, or secured to the satisfaction of the respective taxing units.

Ideal Demolition Services  
(Name of Contractor)

Ideal Demolition Services  
2473 W. Success Way  
Address  
Emmett, ID 83617  
City and State

By: [Signature]  
(Signature)

Subscribed and sworn to before me this 23 day of April, 2018.

[Signature]  
Notary Public

Residing at Emmett, ID

8/6/21  
Commission Expires



## 241, 205 & 200 N. ALTO VIA COURT DEMOLITION – SCOPE OF WORK

1. Summary: Demolish existing building in its entirety including walls, roof, foundations, slab, mechanical and electrical components etc. Demolish pavement.
2. General provisions:
  - a. Comply with all laws and regulations.
  - b. Work hours are from 8 a.m. -6 p.m., Monday – Friday.
  - c. Coordinate with utilities prior to cutting any utility lines.
  - d. During demolition provide temporary security fencing as needed to ensure the safety of the general public. Mark or secure hazard areas such as open holes, partially deconstructed buildings etc.
  - e. The term "Demolish" includes all aspects of removal, transport and disposal. Unless otherwise noted such property noted will become the property of Contractor.
3. Obtain all permits required for demolition, including an erosion and sediment control permit.
4. Hazardous materials: The residence was constructed after 2012 and thus is not believed to contain hazardous materials.
5. The building is within an active landslide zone, which has caused possible extensive damage to the home. Utilize care in crossing fault lines. Establish temporary roadway as needed for access.
6. Building demolition: Demolish entire building which is approximately 6,000 square feet. Includes removal and disposal of interior and exterior building walls, structural components, foundations, slabs, architectural elements, roofing, plumbing, mechanical and electrical. Contractor responsible to sequence building demolition to ensure safety of workers and the public.
7. Site demolition:
  - a. Demolish all paved/concrete surfaces within the property boundary. Subbase may remain.
  - b. Pothole to locate and cap natural gas, sewer and water service to the buildings. Disconnect electrical service and remove conductors. Cap utilities at the property line. Obtain sewer plug permit.
  - c. Upon demolition of all items, grade site level to eliminate all hazards such as trenches, holes etc. and to retain drainage on the site.
8. Site stabilization: Upon completion of all work, stabilize all disturbed areas to establish vegetative cover in general accordance with the erosion and sediment control and hillside ordinance standards.