



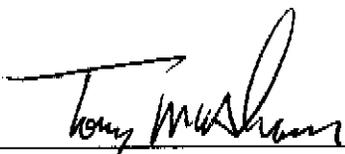
bank accounts or equipment. There is no financial control by one over the other. There is no common management, common directors or boards. There is no shared control by McAlvain Construction Co., Inc., of labor relations or other matters relating to the terms and conditions of employment for the employees of Romar Electric Co., Inc. At no time has McAlvain Construction Co., Inc., exercised any control over the actions of employees of Romar Electric Co., Inc., including the Plaintiff. Unlike Romar Electric whose field employees are represented by a union, McAlvain Construction is an open shop.

3. I had no conversation, nor did any other employee of McAlvain Construction to my knowledge, with Marvin L. Doty, President of Romar Electric, or any other officer of Romar Electric, relating to continuing or discontinuing the employment of Plaintiff by Romar Electric. It was not until September 17, 2003, that I learned from Tammie Newman that an employee of Romar Electric, who I later learned was Plaintiff Golrangi, had interfered with the work of another trade on the construction project and had been terminated.

4. McAlvain Construction has no authority over the employees of Romar Electric or vice versa. A copy of the subcontract agreement between McAlvain Construction and Romar Electric for the project on which Plaintiff was employed at the time of his termination is appended hereto as Exhibit "A".

5. A copy of a statement taken from Allan Lane at or about the time of the incident is appended hereto as Exhibit "B".

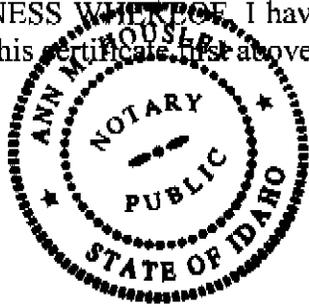
Dated this 17<sup>th</sup> day of August, 2004.

  
\_\_\_\_\_  
Tony McAlvain

STATE OF IDAHO )  
 )ss.  
County of ADA )

On this 17<sup>th</sup> day of August 2004, before me a notary public, personally appeared Torry McAlvain personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Ann M. Houser  
Notary Public for Idaho  
Residing in Meridian  
My Commission Expires 1-1-07

**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on the 1<sup>st</sup> day of September 2004, caused a true and correct copy of the foregoing to be forwarded with all required charges prepaid, by the method(s) indicated below, in accordance with the Rules of Civil Procedure, to the following person(s):

Chris Kronberg, Esq.  
Bowen & Bailey, LLP  
P.O. Box 1007  
Boise, Idaho 83701-1007  
Facsimile No. (208) 344-9670

Hand Delivery \_\_\_\_\_  
U.S. Mail X  
Facsimile \_\_\_\_\_  
Overnight Mail \_\_\_\_\_

Merrily Munther  
Merrily Munther

RECEIVED  
AUG 20 2004  
PENLAND MUNTHEP GOODRUM

# McAlvain/PCL J.V.

## Subcontract Agreement

No. 0751 - SUB-0751-009

For: Electrical Systems - Design Build

Page 1 of 6

5559 West Gowen Road  
Boise, ID 83709

Phone: 208-362-2125

Fax: 208-362-4356

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### SUBCONTRACTOR:

Romar Electric, Inc.  
10951 Emerald  
Boise, Idaho 83713  
Phone: 208 377-4575 FAX: 208 377-4653  
Idaho Sales Tax ID No: None

SC DATE: .....  
PROJECT: .....  
LOCATION: .....  
OWNER: .....  
ARCHITECT: ..  
ADDENDUMS: See below

Thursday, November 07, 2002

Civic Plaza PA2/PA3 - 0751

Boise

Civic Plaza LP

Armstrong Architects

ATTN: Marv Doty

The parties agree as follows:

**1. Scope of Subcontract Work.** Subcontractor agrees to furnish all necessary labor, materials, supplies, tools, and equipment, including scaffolding, safety equipment, services, supervision, shop drawings, submittals and samples, necessary or required for the completion of all work described below and reasonably inferable therefrom (the "Work"):

SPECIFICATION SECTIONS (for garage, from Idaho Water Center Shell and Core, Volume 2): 16010 - General Electrical Provisions; 16030 - Electrical Testing; 16075 - Electrical Identification; 16106 - Utility Support Structures; 16112 - Busways; 16115 - Cable Rings; 16120 - Conductors and Cables; 16122 - Armored and Metal Clad Cable; 16130 - Raceways and Boxes; 16139 - Cable Trays; 16140 - Wiring Devices; 16210 - Electric Service; 16230 - Electric Power Generation Equipment; 16269 - Transient Voltage Surge Suppressor; 16415 - Automatic Transfer Switches; 16425 - Switchboards; 16452 - Grounding; 16460 - Dry Type Transformers; 16470 - Panelboards; Panelboard Schedules; 16475 - Fuses; 16476 - Disconnect Switches and Enclosed Circuit Breakers; 16481 - Motor Controllers; 16501 - Lighting; Lighting Fixture Schedule; 16670 - Lightning Protection; 16721 - Fire Alarm; 16724 - Smoke Damper Control; 16740 - Telephone, Computer raceway Systems; 16858 - Heat Cable Connections; 16930 - Lighting Control Equipment; Lighting Control Panel Schedules; 16999 - Project Closeout

PA2/PA3: Design Build Electrical Systems, no specification sections

Drawings: See Exhibit F, Contract Drawings and Specifications

Specifications: See Exhibit F, Contract Drawings and Specifications

**Bidding Addenda:**

Idaho Water Center - Garage Permit Set Addendum No. 1, issued by NBBJ February 7, 2002  
Idaho Water Center - Garage Permit Set Addendum No. 2, issued by NBBJ April 4, 2002  
PA2/PA3 Addendum No. B, issued by Armstrong Architects July 18, 2002

**Contract Addenda:**

PA2/PA3 Addendum No. One (revised,) issued by Armstrong Architects September 19, 2002

**Exhibits incorporated into this subcontract:**

- Exhibit A: Insurance Requirements
- Exhibit B: Summary of Work
- Exhibit C: General Conditions of the Contract for Construction
- Exhibit D: Additional Subcontractor Requirements and Provisions
- Exhibit E: Baseline Project Schedule
- Exhibit F: Contract Drawings and Specifications
- Exhibit G: McAlvain/PCL JV Safety and Accident Prevention Plan, also known as McAlvain Construction, Inc. Safety and Accident Prevention Plan
- Exhibit H: Schedule of Values

**SPECIFICALLY INCLUDES:** Design build of electrical systems scope of work as detailed in Exhibit B, Summary of Work.

*Exhibit A*

# McAlvain/PC J.V.

## Subcontract Agreement

No. 0751 - SUB-0751-009

For: Electrical Systems - Design Build

Page 2 of 6

5559 West Gowen Road  
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**SPECIFICALLY EXCLUDES:** Refer to Exhibit B, Summary of Work

Subtotal for Lump Sum Work: .....	\$3,242,474.00
Additional Taxes Not in the Lump Subtotal: ...	\$0.00

Subcontractor agrees to be bound to Contractor to the same extent as Contractor has assumed to the Owner by Prime Contract. In the event of any conflict between the terms of the Prime Contract and this Subcontract, the provisions of this Subcontract shall control. Subcontractor shall indemnify and hold Contractor harmless from any and all costs, expenses and liabilities, including attorney fees, incurred by or claimed against Contractor arising out of or relating to Work or any breach of this Subcontract.

All subcontractors and suppliers of materials and equipment, including equipment rentals, providing work, having agreements exceeding ten thousand dollars (\$10,000.00) to be used by Subcontractor for any part of the Work shall be identified with their current addresses in Lower Tier Subcontractors and Suppliers attachment hereto.

**2. Subcontract Price and Payment.** In consideration of Subcontractor's complete performance of this Subcontract, Contractor agrees to pay Subcontractor the total sum of Three Million, Two Hundred Forty-Two Thousand, Four Hundred Seventy-Four Dollars and No C **\$3,242,474.00** (the "Subcontract Price"), subject to adjustments pursuant to paragraph 7. No progress or final payment shall be payable for any payment period unless Subcontractor submits its written application in a form satisfactory to Contractor at least five (5) working days prior to the date required for Contractor's applications for payments to the Owner as fixed in the Prime Contract.



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In the event that unit prices are used for computation of the Subcontract Price or a portion of the Subcontract Price, applicable unit prices shall be identified herein and actual Subcontract Price shall be the total of unit prices multiplied by the actual quantity of Work performed as finally measured and accepted by Owner. Subcontractor acknowledges that unit quantities used for the initial computation of the Subcontract Price are merely estimates of the quantities necessary for completion of the Work and actual quantities necessary for completion of the Work may differ substantially from the estimates set forth herein. For any variation in actual quantities as compared to estimated quantities, Subcontractor shall not be entitled to any adjustment of Subcontractor's unit prices unless and only in the same proportion as Contractor's unit prices therefore, if any, shall be adjusted by the Owner under the Prime Contract.

Subcontractor shall be entitled to receive progress payments for Work performed to the satisfaction of the Owner to the extent Contractor receives payment therefrom from the Owner during the payment periods established in the Prime Contract. Progress payments shall be in the amount representing the value of Work accepted and paid for by the Owner for the Subcontractor's Work, less retainage in the same percentage as fixed by the Prime Contract but in no event less than 5 percent. Progress payments shall become payable five (5) banking days after such payments have been received by Contractor. All estimates by Owner of the value of the Work performed for any payment period, or of the amount of any deduction, offset or counterclaim relating to the Work, shall be binding on Subcontractor. Acceptance of any progress payments by Subcontractor shall constitute a release of Contractor from all liability, except retainage and those claims specifically reserved in writing, arising or incurred during the payment period.

Retainage shall be withheld, without interest, by Contractor until final payment. Final payment shall become payable fifteen (15) days after final payment by Owner is received by the Contractor. Prior to and as an additional condition of final payment, Subcontractor shall submit from its subcontractors and suppliers written releases and waivers of claims and liens against the Project, Owner, and Contractor. Acceptance of final payment by Subcontractor constitutes full and final release of Contractor and its surety. Retention as established by the Prime Contract is: 5 percent.

No payment including final payment, shall be a waiver of any performance required under this Subcontract, either in whole or in part, and no payment shall be construed as an acceptance of defective or incomplete work, and Subcontractor shall remain responsible and liable for performance of all Work in strict compliance with this Subcontract and the Prime Contract.

Contractor shall be entitled to withhold, without interest thereon, from progress and/or final payments amounts reasonably necessary to protect Contractor from loss or damage caused by or the responsibility of the Subcontractor, including but not limited to:

- (a) repeated or continued failure of performance of this Subcontract
- (b) loss or damage to Contractor, Owner or others caused by Subcontractor
- (c) alleged failure of Subcontractor to timely pay for labor, materials, equipment or supplies furnished in connection with the Work
- (d) rejected, defective or nonconforming Work
- (e) any delay in performance of the Work; and/or
- (f) evidence of Subcontractor's inability to complete the Work for the unpaid balance of the Subcontract Price

**3. Time of Completion.** Time is of the essence. Subcontractor shall begin the Work immediately after notice to proceed by Contractor and shall complete the Work within the time set forth in the Project Schedule, as periodically revised and updated, prepared by Contractor for all work under the Prime Contract.

Should the Subcontractor delay or threaten to delay the progress or performance of this Subcontract, or cause any delay or actual or potential damage or liability to Contractor by reason of any delay by Subcontractor, Subcontractor shall indemnify and hold Contractor harmless from any penalties, liabilities, liquidated or other damages, costs and/or fees, including but not limited to attorney fees, incurred by Contractor by reason thereof. Subcontractor's liability shall not be deemed waived by any assent or acquiescence by Contractor to Subcontractor's later performance.

In the event Subcontractor's performance of Work is delayed by Owner, the Subcontractor's time for performance shall be extended only to the extent Contractor shall obtain an extension of time for such Work from the Owner under the Prime Contract. Subcontractor's sole remedy for delay caused by Contractor and/or any agent or subcontractor of the Contractor, shall be an extension of the time to complete Subcontractor's Work for a period equal to the actual delay incurred and Subcontractor waives any claim or right to additional compensation or damages relating thereto.

#### **4. Bond.** PERFORMANCE AND PAYMENT BONDS ARE REQUIRED: YES

Subcontractor shall furnish to Contractor full and duly executed performance and payment bonds in the amount of the total Subcontract Price issued by a surety company acceptable to Contractor in such form as is required by the Prime Contract or otherwise acceptable to Contractor. Subcontractor's failure to deliver satisfactory bonds within ten (10) days after the effective date of the Subcontract may be deemed a material breach of this Subcontract.

**5. Laws, Regulations, Etc.** The Work shall strictly comply with all federal, state, local, municipal and any and all other governing laws, rules, regulations, statutes, ordinances and other directives (hereinafter referred to as "Laws"). All Work specifically required by this Subcontract or necessary to fully comply with such Laws shall be furnished by Subcontractor as part of this Subcontract without any additional compensation. In the event Subcontractor observes any work on the Project, including Work of the Subcontractor, which Subcontractor believes is not in compliance with any such Laws,



Subcontractor shall immediately notify Contractor in writing of such noncompliance.

**6. Assignment/Delegation of the Work.** Subcontractor shall not assign this Subcontract or delegate or sub-subcontract any of the Work described herein without prior written consent of Contractor.

**7. Changes in the work.** Contractor may add, delete, or otherwise change the Work of the Subcontractor within the general scope of this Subcontract by written directive to the Subcontractor. No extra work, changes or deviations in the Work shall be performed by Subcontractor without the prior written consent of Contractor. Any adjustment in the Subcontract Price or in the time of performance of the Work for additions, deletions or other changes shall be as agreed in writing and authorized by Subcontract Change Order signed by Contractor, and Contractor shall have no other obligation, express or implied. If no such agreement can be reached, Subcontractor shall perform the Work as directed by the Contractor and the Subcontract Price shall be equitably adjusted as follows:

- (a) increased for any additional or different work performed or materials furnished by Subcontractor in an amount equal to the actual cost thereof plus ten percent (10%) of said cost to cover all supervision, general and administrative expenses, jobsite and home office overhead and profit as supported by time records for labor and equipment and material invoices documenting direct out-of-pocket labor, equipment and material costs, plus the agreed percentage mark-up, shall be submitted to and approved by Contractor on a daily basis as such work is performed; and
- (b) reduced by the reasonable value of Work deleted or avoided by reason of the change.

Ordinary field modifications which do not substantially increase Subcontractor's cost of performing the Work will be performed without any adjustment to the Subcontract Price or time of performance. Contractor agrees to forward to Owner any claims of Subcontractor arising out of changes affecting the Work which are ordered, directly or indirectly, by Owner; provided however, Contractor shall not be liable to Subcontractor for any change to Subcontractor's Work except to the extent approved and paid by Owner.

All claims for adjustment of the Subcontract Price or time of performance arising out of or relating to any addition, deletion or change in the Work are waived by Subcontractor unless the Subcontractor shall provide written notice of such claims within three (3) days after receipt of Contractor's directive therefore or such shorter time required under the Prime Contract for notice of claims to the Owner.

**8. Clean-up.** Subcontractor shall continuously maintain the project free from all dirt, rubbish, debris, and other waste materials. Upon completion of the various portions of the Work, Subcontractor shall remove all rubbish, stains, and blemishes caused by its operations, and it shall perform, at no additional cost, additional clean-up work reasonably directed by Contractor's field superintendent. All costs including supervision incurred by Contractor in the clean-up of Subcontractor's Work will be charged to Subcontractor.

**9. Material, Tools and Equipment.** Subcontractor shall provide all tools and equipment necessary to perform the Work. Subcontractor agrees to assume sole responsibility for the receipt, delivery, unloading, storage, warehousing, protection, insurance and all other risks of loss relating to any and all materials, tools, and equipment it is to furnish, install, provide or have provided to it under this Subcontract.

**10. Insurance and Indemnification.** Subcontractor hereby indemnifies Contractor from any and all liability for any loss or casualty incurred or caused by Subcontractor. Subcontractor and its subcontractors shall maintain full and complete insurance on the Work in accordance with this Subcontract. Subcontractor shall obtain, before commencement of any Work hereunder, and maintain the same insurance coverages with the same limits of liability as required of Contractor in the Prime Contract. All insurance shall be procured at Subcontractor's expense, shall include Contractor as additional named insured and any other parties required by the Prime Contract to be named insureds, and shall not permit any change or cancellation without fifteen (15) days prior written notice to Contractor. Subcontractor shall file certificates of insurance containing the limitation on change or cancellation stated above with Contractor at least one (1) day prior to scheduled commencement of the Work.

In no event shall Subcontractor maintain less than the insurance coverages as detailed in: Exhibit A: Insurance Requirements.

Failure of Subcontractor to maintain complete insurance may be deemed a material breach allowing Contractor to either terminate this Subcontract or to procure such insurance at Subcontractor's sole expense and withhold such expense from payments hereunder.

Contractor and Subcontractor waive all rights of subrogation against each other and the Owner for damages caused by perils to the extent covered by insurance. Subcontractor shall require similar waivers from its subcontractors.

To the fullest extent permitted by law, Subcontractor hereby agrees to defend, hold Contractor harmless from and indemnify Contractor against any and all claims, causes of action, liabilities, costs, loss, damage of any kind, attorney fees, and expenses arising out of or relating to the Project, or relating to performance of this Subcontract or the Work, whether or not it is alleged wrongdoing or is liable due to a nondelegable duty, including: (a) claims relating to its subcontracts, suppliers or employees, and (b) claims or disputes of any person or entity for damages from any cause directly or indirectly relating to any action or failure to act by this Subcontractor, its representatives, employees, subcontractors or suppliers.

5559 West Gowen Road  
Boise, ID 83709

Phone: 208-362-2125

Fax: 208-362-4356

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**11. Liens and Encumbrances.** Subcontractor agrees to secure the immediate release and satisfaction of any claims or mechanic's liens resulting from the performance hereof, and bear all expenses entailed in the investigation, settling or litigation of any such claims or liens and pay all attorney fees, including paralegal services, expert and consultant fees and any other costs incurred by Contractor in connection with and respecting such claims or liens. The existence of any encumbrance shall preclude Subcontractor's right to receive payment until such encumbrance has been satisfied and removed or Subcontractor provides a bond acceptable to Contractor removing such encumbrance.

**12. Default and Failure to Cure.** Subcontractor shall be in default upon the occurrence of any of the following conditions:  
(a) Subcontractor files a petition in bankruptcy, or makes a general assignment for the benefit of creditors, or a receiver is appointed having authority over Subcontractor's business or assets;  
(b) Subcontractor fails to comply with any of the provisions of this Subcontract or any laws applicable to its Work;  
(c) Subcontractor fails to supply sufficient skilled workers, proper materials or equipment or otherwise fails to maintain the progress of Work in accordance with the Project Schedule, as revised and updated by Contractor; or  
(d) Subcontractor fails to pay its obligations for Work to workers, subcontractors or suppliers or others as they become due or fails to remove any liens against the property of the Owner relating to any part of the Work.

In the event Subcontractor fails to cure any such default within forty-eight (48) hours after written notice given by facsimile, certified mail or hand delivery to the Contractor to do so, Contractor may, without prejudice to other rights or remedies and without liability to Subcontractor, take over the Work of the Subcontractor, or any part thereof, and take possession of all materials, appliances, plans, equipment, and other property of the Subcontractor necessary for completion of the Work and withhold the entire unpaid balance of the Subcontract Price. Subcontractor and its surety shall be liable to Contractor for any or all costs and expenses incurred in completion of the Work, including jobsite and home office overhead costs, plus profit thereon of 10% and all fees and costs of consultants and attorneys engaged in connection therewith and all other losses or damages arising out of or relating, directly or indirectly, to Subcontractor's default or threatened default.

**13. Warranty.** Subcontractor warrants all Work against all defects or deficiencies of materials, equipment or workmanship for the warranty period required by the Prime Contract but in no event for a period less than one (1) year from the date of completion and final acceptance by Owner of all work under the Prime Contract. Subcontractor shall remove, replace and/or repair, at its own expense, any work, materials, and/or equipment furnished hereunder in which any defect or deficiency (including failure to develop ratings, capabilities or characteristics required by any shop drawings or submittals, this Subcontract or the Prime Contract) shall appear at any time within the applicable warranty period. Subcontractor shall indemnify and hold Contractor harmless from any loss or damages arising from any such defects or deficiencies. The obligations of Subcontractor hereunder are in addition to all other obligations imposed by law or this Subcontract. Contractor may demand assurance, by bond or otherwise, from Subcontractor that it will abide by its guarantee and warrant as specified herein and as might otherwise be specified to a greater extent in the Prime Contract.

**14. Termination.** This Subcontract may be terminated, in whole or in part, by Contractor:  
(a) if, for any reason, the Prime Contract is suspended or terminated, in whole or in part, by Owner and Contractor's obligation to Subcontractor shall be limited to the amount actually paid by Owner for any portion of the Work performed and materials delivered by Subcontractor; or  
(b) at any time for Contractor's convenience, with or without cause, and in such event the Subcontract price shall be equitably adjusted to an amount equal to the value of the Work actually performed and materials delivered; provided, in no event shall Contractor be liable for other costs or damages, including consequential damages or lost profits, relating to such termination. In the event Contractor terminates this Subcontract or Subcontractor's performance for alleged breach or other cause and it is determined such termination for breach or for cause is wrongful, it is agreed that such termination shall be deemed termination for convenience under this provision and Subcontractor's rights shall be determined accordingly.

**15. Attorney Fees.** In the event of any legal action between Contractor and Subcontractor relating to this Subcontract, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, including paralegal services, expert and consultant fees and any other costs reasonably incurred in any legal proceedings, including mediation, arbitration, trial and appeal.

**16. Contract Modification.** This Subcontract, together with attachments hereto, constitute agreement and cannot be changed, modified or amended except in writing executed by all parties. This Subcontract supersedes all prior representations, understandings or agreements except as expressly stated herein. This Subcontract shall be binding on the heirs, successors, administrators and assigns of the parties hereto.

This Subcontract Agreement is effective this date, Thursday, November 07, 2002, between McAlvain/PCL Joint Venture (referred to as "Contractor") and Romar Electric, Inc. (referred to as "Subcontractor"), executing this agreement.

5559 West Gowen Road  
 Boise, ID 83709

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Contractor:  
 McAlvain/PC Joint Venture  
 Signed: [Signature]  
 By: Torry McAlvain  
 Title: PARTNER  
 Dated: 12-06-02

Subcontractor:  
 Romar Electric, Inc.  
 Signed: [Signature]  
 By: Marv Doty  
 Title: PRESIDENT  
 Dated: 12-3-02  
 Federal ID No.: 82-0332192

ID Public Works License No.: 11159-AAA-4(2,8,14)  
 Expires: MAY 31 2003

**Additional Information:**

Subcontractor's address and telephone number is:  
 Address:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Idaho Sales Tax ID No.: None  
(Seller Permit)

Telephones:  
 Office: 208-377-4575  
 Office Fax: 208-377-4658  
 Jobsite: \_\_\_\_\_  
 Jobsite Fax: \_\_\_\_\_  
 Cellular: \_\_\_\_\_

**The Subcontractor is:**

- A Sole Proprietorship
- A Partnership
- A Corporation Organized and Licensed in the State of IDAHO
- Other Organization (Describe) \_\_\_\_\_
- Small Business Concern
- Small Disadvantage Business Concern
- Women-Owned Business Concern

The name, title, and address of the Owner, Partners, or Officers of the Subcontractor are as follows:

Name	Title	Home Address
<u>MARVIN C. DOTY</u>	<u>PRESIDENT</u>	<u>1925 W Woodsford Eagle Id 83616</u>
<u>Robert Williams</u>	<u>SELF/TECH</u>	<u>6645 TRINIDAD McADAMS Id 83643</u>
<u>KEVIN PLANK</u>	<u>V. PRESIDENT</u>	<u>10435 SHADYBROOK Boise Id 83704</u>
<u>KAREN E. THOMPSON</u>	<u>V. PRESIDENT</u>	<u>1925 W Woodsford Eagle Id 83616</u>
<u>KURT CARLSON</u>	<u>V. PRESIDENT</u>	<u>2212 N. BRAYSON Boise Id 83713</u>

# McAlvain/PCL JV

Project: 0751 - Civic Plaza - PA2 and PA3  
Subcontract Exhibit A  
October 8, 2002

## EXHIBIT A INSURANCE REQUIRMENTS

Subcontractors shall provide evidence that the following minimum coverage will be provided:

Commercial General Liability

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal Injury and Advertising Injury
- \$100,000 Fire Damage Liability
- \$5,000 Medical Expenses - Each Person

Limits must be on a "Per Project Aggregate" and must be carried through the warranty period.  
Civic Plaza LP, Ada County, Capital City Development Corporation and McAlvain/PCL Joint Venture must be listed as additional insured. See attached sample

Comprehensive Automobile Liability

- \$1,000,000 Each Occurrence

Civic Plaza LP, Ada County, Capital City Development Corporation and McAlvain/PCL Joint Venture must be listed as additional insured

Workers Compensation and Employers Liability Insurance

- Statutory Limits
- Employers Liability
  - \$100,000 Each Accident
  - \$500,000 Policy Limits
  - \$100,000 Each Employee

Excess Liability

- \$1,000,000

*For Surveying, Testing, and Design Build Subcontractors or as applicable:*

Professional Liability (Errors and Omissions) - Continued for Two (2) Years After Project Completion

- \$1,000,000 per claim and \$2,000,000 aggregate for annual claims made coverage OR
- \$2,000,000 project coverage

Certificate of Insurance must be project specific.

Initial *M.A.D.*