



Informal Bid Request (IBR) B000 136

SH-99 GUARDRAIL UPGRADES PHASE II

IDAHO TRANSPORTATION DEPARTMENT

Date of Issuance: July 25, 2016

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ADMINISTRATIVE INFORMATION

IBR Title:	SH-99 GUARDRAIL UPGRADES PHASE II
IBR Project Description:	The purpose of this Informal Bid Request (IBR) is to solicit sealed Bids to establish a contract between the Idaho Transportation Department (ITD) and a Contractor for Guardrail Upgrades on SH-99 in Latah County, Phase II
IBR Lead:	Kathy Staab, Buyer Idaho Transportation Department 2600 Frontage Road PO Box 837 Lewiston, Idaho 83501 D2.supply@itd.idaho.gov 208-799-4264
Submit sealed bid: BIDS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY ITD PRIOR TO THE CLOSING DATE AND TIME.	Address for Courier 2600 Frontage Road Lewiston, Idaho 83501 Address for US Mail (if different) PO Box 837 Lewiston, Idaho 83501
Deadline To Receive Questions:	4:00 p.m. Pacific Time on August 3, 2016
IBR Closing Date:	4:00 p.m. Pacific Time on August 8, 2016
IBR Opening Date:	10:30 a.m. Pacific Time on August 9, 2016
Initial Term of Contract and Renewals (service completion):	Work must not begin prior to August 9, 2016 and must be completed by October 30, 2016. The term of the resulting contract shall end December 31, 2016

1 PURPOSE

The Idaho Transportation Department (ITD) is requesting bids from qualified bidders to establish a contract between the Idaho Transportation Department (ITD) and a Contractor for Guardrail Upgrades on SH-99 in Latah County in accordance with the specifications contained herein. The work must include furnishing all labor, equipment, supplies, and tools required to perform guardrail upgrades on SH-99 from MP 0.0 to MP 3.0.

This project is governed by the ITD Standard Specifications, 2012 edition and the following Special Provisions and all Addenda issued, and SP-SA Special Provisions-State Aid.

The Standard Specifications for Highway Construction (ITD 2012), Supplemental Specifications, January 2016 and the QA Special Provisions are incorporated by reference where applicable to this contract. The Idaho Transportation Department's Standard Specifications for Highway Construction manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department at 334-8430 to purchase, or visit: <http://itd.idaho.gov/> click on Publications, Highways; Specifications Manual to download a PDF version with the most current supplements.

This is not a federally funded project.

2 GENERAL INFORMATION, SOLICITATION INSTRUCTIONS AND STANDARD TERMS AND CONDITIONS

This solicitation is issued by the Idaho Transportation Department via: (http://itd.idaho.gov/AdminServices/NonHwyConstructionProjects/bidding_info.htm). The Idaho Transportation Department is the only contact for this solicitation. All correspondence regarding this IBR must be in writing. In the event that it becomes necessary to revise any part of this IBR, addendums will be posted at the website provide above. It is the responsibility of the bidder to monitor this website for any updates or addendums. Any oral interpretations or clarifications of this IBR will not be relied upon. All changes to this IBR must be in writing and posted at to the website to be valid. Alternate bids are not allowed.

The current version of the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions are incorporated by reference into this solicitation, and any resulting contract, as if set forth in their entirety. This document can be downloaded at <http://itd.idaho.gov/AdminServices/NonHwyConstructionProjects/PDFS/ITD%20BSM%20Solicitation%20Terms%20and%20Conditions%20July%202015.pdf>; or copies obtained by contacting the solicitation's lead (see **Section 3**, Inquiries). Failure by any submitting bidder to obtain a copy of these documents will in no way constitute or be deemed a waiver by ITD of any term, condition, or requirement contained in the referenced documents; and no liability will be assumed by ITD for a submitting bidder's failure to consider the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions in preparing its response to the solicitation.

3 INQUIRIES

Questions or other correspondence must be submitted in writing to the ITD contact listed below.

QUESTIONS MUST BE RECEIVED BY 4:00 PM Pacific Time (MT) ON THE DATE LISTED IN THE ADMINISTRATIVE INFORMATION PAGE. Timely received written questions will be answered via an addendum which will be posted to http://itd.idaho.gov/AdminServices/NonHwyConstructionProjects/bidding_info.htm.

IBR Lead: Kathy Staab, Buyer
Phone: 208-799-4264
Fax: 208-799-4302
E-mail: d2.supply@itd.idaho.gov

Any questions regarding the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions must also be submitted in writing, by the deadline identified in this subsection. ITD will

not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency);
2. Recommended verbiage for ITD's consideration that is consistent in content, context, and form with ITD's requirement that is being questioned;
3. Explanation of how ITD's acceptance of the recommended verbiage is fair and equitable to both ITD and to the party submitting the question.

Bids which condition the bid based upon ITD accepting other terms and conditions not found in the IBR, or which take exception to ITD's terms and conditions, will be found non-responsive, and no further consideration of the bid will be given.

4 SUBMISSION REQUIREMENTS

4.1 Required Bid Submission Items

Your bid submission must consist of the following:

- 4.1.1 Bid Schedule (Attachment A)**
- 4.1.2 Affidavit: Drug Free Workplace Program (Attachment B)**
- 4.1.3 Subcontractor Licensing – if applicable (Attachment C)**
- 4.1.4 Signature Page (Attachment D)**

4.2 Bid Submission Methods

Bids must be submitted manually (via U.S. Mail, courier/hand-delivery) in a sealed envelope/package. Do not fax or e-mail your bid. Your bid must be received at the location and by the date and time specified on the IBR Administrative Information Page. The official time, for bid closing purposes, is ITD's time clock. Alternate bids will not be allowed.

4.2.1 Submission Methods Requirements

Seal all required bid submission items in a single envelope or package (be certain to include an original hand-written signature in ink OR an electronic digital I.D. on the Signature Page) and label the outside of the package as follows:

Attn: Kathy Staab, Buyer, Idaho Transportation Department
Bidder Name: (Company Name)
IBR Number: B000 136
IBR Title: SH-99 GUARDRAIL UPGRADES PHASE II
IBR Closing Date: August 8, 2016

Bidders must provide one (1) original copy of their bid.

5 AWARD

Award will be made, all or none, to the responsive, responsible bidder who will install the most guardrail for the lowest cost, as provided on **Attachment A**, Bid Schedule.

Bids will be opened publicly and the Contractor with the greatest quantity will be the lowest bidder.

Award will be made by line item, groups of line items, or all line items, to the responsive, responsible bidder based on the extended price, as provided on **Attachment A**, Bid Schedule.

6 BACKGROUND

ITD District 2 is upgrading the existing, deficient guardrail on SH 99. This is Phase II of the upgrade project.

7 SCOPE OF WORK

The Contractor is hereby notified that the Idaho Transportation Department is using the Fixed Cost Variable Quantity Bidding procedure for this project. The Contractor will bid the project by providing the greatest plan quantity that can be upgraded for the fixed cost of \$100,000.00.

The proposed sections of guardrail are listed in the table below. The locations are listed in a priority order and must be bid in that order. **All bids must have a minimum bid of 100% of Priority 1.** 100% of Priority 2 must be bid before any of priority 3 can be bid. A partial quantity within a segment is acceptable after previous priorities are completed entirely.

Priority	Start MP	End MP	Length/ Feet	Work Item	Remarks
1	0.761	1.199	2,313	Guardrail	Remove and Reset
1	1.199	1.206	37	Terminal Section	Replace with Type 5 Terminal
Ph I	1.268	1.275	37	Terminal Section	Completed
Ph I	1.275	1.979	3,717	Guardrail	Completed
Ph I	1.979	1.986	37	Terminal Section	Completed
Ph I	1.986	2.000	74	Guardrail	Completed
Ph I	2.000	2.007	37	Terminal Section	Completed
Ph I	2.007	2.179	947	Guardrail	Completed (End of Phase I)
2	2.179	2.559	2006	Guardrail	Remove and Reset
2	2.559	2.566	37	Terminal Section	Replace with Type 7 & 8 Terminals
3	0.052	0.059	37	Terminal Section	Replace with Type 5 Terminal
3	0.058	0.630	3,020	Guardrail	Remove and Reset
3	0.630	0.637	37	Terminal Section	Replace with Type 7 & 8 Terminals
4	0.654	0.661	37	Terminal Section	Replace with Type 7 & 8 Terminals
4	0.661	0.761	528	Guardrail	Remove and Reset
5	2.583	2.590	37	Terminal Section	Replace with Type 5 Terminal
5	2.590	2.941	1,853	Guardrail	Remove and Reset
5	2.941	2.948	37	Terminal Section	Replace with Type 5 Terminal

For a bid with a partial quantity as the lowest priority, the location of the partial within that segment of guardrail will begin with a terminal section at the lowest milepost and proceed towards the highest milepost. If that section does not end in a terminal section, the new guardrail will be transitioned to the existing guardrail sections.

The ITD representative must approve the sequence of work. The length of the guardrail work units may vary from ITD estimates. ITD reserves the right to change the quantity of the work to best utilize the estimated work units. In no case must the Contractor exceed the estimated work units without prior ITD representative approval.

7.1 General Requirements

The Contractor will remove the existing metal rail, blocks and wooden posts and install new metal guardrail posts, blocks and the existing metal rail. If the existing metal rail is damaged, ITD will provide replacement rail.

Installation of the new guardrail posts, blocks and existing W-Beams will be in accordance with Section 612 of the 2012 Standard Specifications for Highway Construction and Standard Drawings G-1-A-1, G-1-A-2, G-1-A-3 and G-1-A-4.

Contractor will provide one-hundred (100) 11ft. long metal posts. The locations requiring the 11 ft. posts will be identified in the field by ITD. The remaining new metal posts will be 7ft. 4 in. in length.

All new terminal sections will be Type 5 Option A in accordance with Standard Drawing G-1-F-1 with the exception of the Type 7 and 8 which will be in accordance with Standard Drawing G-1-H.

The old wooden posts and blocks will become property of the Contractor and are to be removed from the site.

If different from the existing, the alignment of the new guardrail installation will be determined by ITD.

7.2 Guardrail Upgrades

Description: The work is to perform guardrail upgrades on SH-99 from MP 0.0 to MP 3.0. The Contractor will remove the existing metal rail, blocks and wooden posts and install new metal guardrail posts, blocks and the existing metal rail.

Materials: Provide materials as specified in:

Steel Guardrail and Fittings.....	708.14
Steel Guardrail Posts	708.07
Wood Guardrail Posts and Wood Spacer Blocks.....	710.03

Construction Requirements: Space posts per ITD Standard Drawings, set plumb and to established lines and grades. If needed, place backfill material in layers and thoroughly tamp. The Contractor will use the existing steel rail. Match the type of material in place when extending existing installations. The Contractor may drive the posts if it can be done without damage to posts, pavement, shoulders, or adjacent slopes. If pilot holes are necessary to prevent such damage, fill remaining voids between post and soil with dry sand or pea gravel. Remove, replace or reinstall misaligned, loose, or damaged posts and repair damage to the existing pavement, shoulders or adjacent slopes at no additional cost to the Department.

Installation of the new guardrail posts, blocks and existing W-Beams will be in accordance with Section 612 of the 2012 Standard Specifications for Highway Construction and Standard Drawings G-1-A-1, G-1-A-2, G-1-A-3 and G-1-A-4.

Contractor will provide one-hundred (100) 11 ft. long metal posts. The locations requiring the 11 ft. posts will be identified in the field by ITD. The remaining new metal posts will be 7 ft. 4 in. in length.

All new terminal sections will be Type 5 Option A in accordance with Standard Drawing G-1-F-1 with the exception of the Type 7 and 8 which will be in accordance with Standard Drawing G-1-H.

7.3 Holiday Work

No work will be allowed the Friday before, through the Holiday weekend, for the following Holidays:

Labor Day (Monday, September 5, 2016)

Columbus Day (Monday, October 10, 2016)

7.4 Preconstruction & Preoperational Conferences

Meet with the ITD representative for a preconstruction conference at a mutually agreed time. At or before the preconstruction conference, submit the following to the ITD representative:

1. Initial schedule in accordance with 108.03.B.
2. List of material suppliers and subcontractors.
3. Other requested information: Spill Plan

Meet with the ITD representative for preoperational conferences before beginning any new phase of work.

8 TRAFFIC CONTROL AND SAFETY

The inserted Traffic Control Plan **Attachment E**, must be the minimum traffic control required. If the included Traffic Control Plan does not meet the Contractor's mode of operation, the Contractor must submit a new Traffic Control Plan to the ITD representative for approval prior to or at the preoperational meeting.

Traffic must be maintained through the work area and protected in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition as adopted by the State of Idaho.

The Contractor must provide, erect, and maintain all traffic control signs and devices, and traffic control for the occupied work areas in accordance with the requirements contained in these specifications and must take all necessary precautions for the protection of the work and the safety of the public. Traffic control devices must conform to the current Manual on Uniform Traffic Control Devices, Part VI published by the US Department of Transportation, Federal Highway Administration and as adopted by the State of Idaho. All traffic control devices, i.e. (Drums, cones, tubular markers, barricades, etc.) must be required to have class "B" reflective sheeting or battery operated flashing warning lights. All signs and traffic control devices remain the property and responsibility of the Contractor. Work must not be initiated until traffic control devices are in place at the work site.

The cost of furnishing, installing, and maintaining signs, cones, fully equipped shadow vehicles and other traffic control devices must be incidental and included in the cost for other contract items.

Traffic control devices must be covered or removed from the roadway when work is not taking place. When flaggers are present, signing for the flagging operation must be required. Flaggers must be considered incidental, no payment will be made for flagging.

Workers working adjacent to traffic must wear Performance Class 2 or 3 highly visible clothing as described in Sub-section 630.03 flagging and pilot cars (ITD standard specifications).

When not in use, equipment must be parked no closer than 30 feet from the edge of the roadway. Vehicles and machinery not currently used in the work must be parked off the right of way at approved locations to minimize interference with the normal use of the highway. Equipment security will be the responsibility of the Contractor.

9 WORKSITE CLEANUP

The Contractor must keep work areas free of waste materials. Upon completion of work, all waste, tools, supplies, and materials must be removed from ITD’s premises.

10 WORK NOT NOTED, DETAILED, OR SPECIFIED

All work required for complete installation or assembly must be included in the bid. Where minor portions of required work are not noted, detailed, or specified, such work must be done in accordance with proven construction practice or accepted industry standards at no additional cost to ITD. The Contractor will be held responsible for verification of existing job conditions prior to bid; no additional cost will be awarded to the Contractor for failure to verify existing field conditions. Discrepancies or questions arising between actual field conditions and contract documents must be submitted in accordance with **Section 3, Inquiries**.

11 LOCATION

Guardrail upgrades will be conducted in District Two in Latah County, SH 99 MP 0.0 to MP 3.0.

12 COST

Provide your fully burdened Total Cost on **Attachment A, Bid Schedule**.

13 ACCEPTANCE

ITD will measure and pay for the quantities of contract pay items using the units of measure (UM) specified on the Bid Schedule (**Attachment A**).

Method of Measurement: The ITD representative will measure acceptably completed work as follows:

Pay Item	Pay Unit
Metal Guardrail.....	Foot
Metal Terminal Section, Type 5A.....	Each
Metal Terminal Section, Type 7 & 8.....	Each

Terminal plates, spacers, additional posts, post blocks and appurtenances as shown on the ITD Standard Drawings are incidental and the cost included in the contract unit prices for terminals. Traffic control is incidental to the guardrail items.

14 PAYMENT & BILLING

The Contractor must submit invoices to the ITD billing location provided below, for the quantity delivered and accepted. ITD will render payment for a properly executed invoice NET thirty (30) days from the date of the invoice, for pay items accepted by ITD.

Invoices must include the following information:

- Contract Number (and name of project/product, if appropriate)
- Identification of Billing Period.
- Total amount billed for the billing period.
- Detailed description of services/products provided and associated # of hours/\$ amounts, as appropriate.
- Name of authorized individual/contact information for Contractor

Invoices must be submitted to:

Idaho Transportation Department
Attn: Kathy Staab, Buyer
PO Box 837
Lewiston, Idaho 83501

Electronic invoices may be submitted to: d2.supply@itd.idaho.gov

15 CONTRACT MONITORING

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have seventy-two (72) hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions.

If ITD is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

16 REPORTING REQUIREMENTS

Contractor must provide an ITD Form 914 – Steel Certification and an ITD Form 851 – Miscellaneous Materials Certifications along with the Manufacturer’s certifications.

17 SURETY BOND REQUIREMENTS

The apparent successful bidder must furnish a performance bond and a payment bond each in the amount of the contract, within fifteen (15) calendar days upon receipt of the contract from ITD.

Performance and Payment Bonds must be submitted on the most current version of The American Institute of Architects (AIA) Document 312, signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bonds. Guarantees submitted via any other obligation will NOT be accepted.

The Bonding Surety must be registered and licensed with the Idaho Department of Insurance. Performance and Payment bonds will not be accepted if the Surety is not registered and licensed in Idaho, and the contract will not be executed by ITD.

18 DRUG-FREE WORKPLACE PROGRAM

Bidders must submit an affidavit (see **Attachment B**), certifying compliance with Section 72-1717, Idaho Code, requiring the Contractor and its subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the Contract.

19 LICENSING OF CONTRACTORS

The Contractor, and any subcontractors, must possess the appropriate public works contractor license in accordance with Title 54, Chapter 19, Idaho Code, as amended.

The Contractor, and any subcontractors required to be listed in the bid proposal must possess the license by the date and time of bid submission.

20 SUBCONTRACTORS

The Contractor cannot sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion of the contract, or the right, title, or interest in the contract without the ITD’s written consent. If ITD consents to subletting a portion of the work, the Contractor must use its own organization to perform work amounting to at least thirty percent (30%) of the original contract amount.

If subcontracting is proposed, the bidder must complete **Attachment C**, Subcontractor Licensing, giving the name, address, and Public Works Contractors License Number for any and all companies who will, in the event the bidder secures the contract.

Companies must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which they are named.

Note: Section 67-2310, Idaho Code, also states "No general contractor must name any subcontractor in his bid unless the general contractor has received communication from the subcontractor."

21 AUTHORITY/NOTICE TO PROCEED

The notice to proceed will be given after the required submittals specified in the specifications are received, approved, and returned to the Contractor and construction and material delivery schedules are established between the Contractor and Project Manager.

22 COMPLIANCE WITH

22.1 ITD Policy Compliance

The following ITD policies apply to this contract when the Contractor is performing work at an ITD facility or when using ITD equipment or other property. These policies will remain in force for the duration of the contract:

5055	Harassment in the Workplace policy
5523	Alcohol and Drug-free Workplace policy
5510	Computer, E-Mail, and Internet Usage policy
5033	Workplace Violence Policy

These policies are provided

at: <http://itd.idaho.gov/AdminServices/NonHwyConstructionProjects/PDFS/ITD%20Policy%20Compliance%20Dec%202015.pdf>, and incorporated in this agreement. It is the Contractor's responsibility to read, understand and comply with these policies; one hundred percent (100%) compliance is mandatory. Furthermore, Contractor is responsible for ensuring that all their employees and subcontractors adhere to these policies. ITD reserves the right to remove from its premises, at any time, any Contractor or his/her employee or subcontractor that fails to follow these policies. ITD also reserves the right to remove its property, at any time, from any Contractor or his/her employee or subcontractor that fails to follow these policies.

All Contractor's employees and subcontractors are required to wear identification badges at all times while on the ITD's premises. The Contractor and its employees or subcontractors are not employees of ITD, but ITD retains the right to control its own work place and the use of its property.

23 RECORDS MAINTENANCE

The Contractor must maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor pursuant to the Contract. These records must be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

24 AUDIT RIGHTS

The Contractor agrees to allow State and Federal auditors and ITD purchasing staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

25 INSURANCE REQUIREMENTS

Within fifteen (15) calendar days of notification of award (or such other time as designated by the Purchasing Activity), the apparent successful bidder must provide certificates of insurance required herein and must

maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the fifteen (15) calendar day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.

The Contractor must carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor cannot commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor must keep in force all required insurance until the contract is terminated.

25.1 Commercial General and Umbrella Liability Insurance

Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Contract.

25.1.1 CGL insurance must be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and must cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

25.2 Commercial Automobile and Commercial Umbrella Liability Insurance

The Contractor must maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance must cover liability arising out of any auto (including owned, hired, and non-owned autos).

25.2.1 Bidders may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its bid if the bidder will not use any owned, hired or non-owned vehicles to conduct business under the contract, if it is awarded the contract, and the State of Idaho will consider the request. If the bidder submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of bids or proposals, the State of Idaho may not consider the request.

25.3 Workers Compensation Insurance and Employer's Liability

The Contractor must maintain workers compensation and employer's liability. The employer's liability must have limits not less than \$500,000 each accident for bodily insurance by accident or \$500,000 each employee for bodily injury by disease.

25.3.1 The Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

25.4 State of Idaho as Additional Insured

The liability insurance coverage required for performance of the Contract must include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

- 25.4.1 The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.
- 25.4.2 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.
- 25.5 Notice of Cancellation or Change**
The Contractor must ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the ITD in accordance with the policy provisions.
- 25.6 The Contractor must further ensure that all policies of insurance are endorsed to read that:**
Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, will not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.
- 25.7 Acceptable Insurers and Deductibles**
Insurance coverage required under the Contract must be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor must be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and must provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.
- 25.5.1 Waiver of Subrogation:**
All policies must contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.

ATTACHMENT A - BID SCHEDULE

B000 136, SH-99 GUARDRAIL UPGRADES PHASE II

Company Name of Bidder: _____

Contact Name/Phone: _____

Contact E-mail: _____

Provide your fully burdened Total Cost for providing the SH 99 Guardrail Upgrades Phase II specified in this solicitation:

Prices below must be fully burdened to include but not be limited to: labor, materials, wages, transportation, lodging, overhead, per-diem, etc.

All of the items shown or noted on the plans or in these specifications, which are not specifically a Bid item, are considered incidental items. The cost of furnishing and installing all incidental items will not be paid for separately, but must be included in the contract unit prices as Bid, unless otherwise noted.

SH 99 Guardrail Upgrades Phase II: FIXED COST \$100,000.00

Description	Unit	Cost	Quantity	Total Price
Type 5 A Terminal Section	EA			
Type 7 & 8 Terminal Section	EA			
Guardrail	FOOT			
			Total	\$100,000.00

Award will be made to the vendor who will install the most guardrail for the lowest cost.

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE

ATTACHMENT B - AFFIDAVIT: DRUG FREE WORKPLACE PROGRAM

B000 136, SH-99 GUARDRAIL UPGRADES PHASE II

STATE OF _____

COUNTY OF _____

The undersigned being duly sworn upon oath deposes and says that _____
(Contractor Name)

complies with the provisions of Section 72-1717 Idaho Code (Drug Free Workplace program); that

_____ provides a drug-free workplace program that complies with the
(Contractor Name)

provisions of Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life this contract

and that _____ will subcontract work only to
(Contractor Name)

subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____, in the year _____.
Commission expires: _____

NOTARY PUBLIC, residing at

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE

ATTACHMENT C - SUBCONTRACTOR LICENSING

B000 136, SH-99 GUARDRAIL UPGRADES PHASE II

Provide the names, addresses, public works contractor license numbers, and contract amounts of the Contractor or Subcontractor(s) who will work under the contract.

Contractor _____ residing at:
_____, whose Idaho Public Works Contractors License No. is: _____,
whose State License No. is: _____. Amount: \$_____.

Contractor _____ residing at:
_____, whose Idaho Public Works Contractors License No. is: _____,
whose State License No. is: _____. Amount: \$_____.

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE IF SUBCONTRACTING

ATTACHMENT D - SIGNATURE PAGE



Idaho Transportation Department
DISTRICT TWO, PURCHASING
2600 FRONTAGE ROAD
PO BOX 837
LEWISTON, IDAHO 83501

SIGNATURE PAGE for Use with a Submitted Invitation to Bid (ITB) Response

Bids and pricing information must be typewritten or handwritten in ink and must be signed in ink. Originals and copies of the bid must be submitted in accordance with the solicitation documents. Submitted bids must include this signature page with the ORIGINAL signature of an authorized representative of the submitting Bidder.

NO LIABILITY WILL BE ASSUMED BY THE IDAHO TRANSPORTATION DEPARTMENT FOR A BIDDER'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE BIDDER'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE BIDDER TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE BIDDER'S RESPONSE TO THE SOLICITATION.

Send your bid package to: Idaho Transportation Department
ATTN: KATHY STAAB, BUYER
PO BOX 837
LEWISTON, IDAHO 83501

OR

FedEx, UPS, or other Couriers: Idaho Transportation Department
ATTN: KATHY STAAB, BUYER
2600 FRONTAGE ROAD
LEWISTON, IDAHO 83501

This ITB or IBR response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed below. By my signature below I accept the terms, conditions, and requirements contained in the solicitation in effect at the time this ITB or IBR was issued, as incorporated by reference into this solicitation. As the undersigned I certify I am authorized to sign and submit this response for the named bidder. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

Bid Number: B000 136 Bid Title: SH-99 GUARDRAIL UPGRADES PHASE II

Bidder (Company Name): _____

ADDRESS: _____

CITY, ST, ZIP: _____

PHONE: _____ FAX: _____ EMAIL: _____

PUBLIC WORKS LICENSE NO: _____ FEIN: _____

THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE (PREFERABLY IN BLUE INK) OR AN ELECTRONIC DIGITAL I.D., AND RETURNED WITH YOUR BID FOR YOUR BID TO BE CONSIDERED.

Original Signature (in ink or electronic digital I.D.)

Date

Printed Name

Title

ATTACHMENT E - TRAFFIC CONTROL PLAN

