



Invitation to Bid (ITB) 18-201
DISTRICT 2 GUARDRAIL REPAIR AND INSTALLATION
IDAHO TRANSPORTATION DEPARTMENT
DISTRICT TWO/ LEWISTON B000196

Date of Issuance: January 26, 2018

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ADMINISTRATIVE INFORMATION

ITB Title:	ITB B000196, District2 Guardrail Repair and Installation
ITB Project Description:	To perform guardrail and terminal end installation; along with repair service for both Metal and Concrete Guardrail within the Idaho Counties of Lewis, Nez Perce, Clearwater, Idaho and Latah.
ITB Lead:	Todd Sorensen, Project Coordinator Idaho Transportation Department 3311 W State Street Boise, Idaho 883703 todd.sorensen@itd.idaho.gov 208-334-8093
<p>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.</p>	<p>Address for Courier Idaho Transportation Department 3311 W State Street Boise, Idaho 83703</p> <p>Address for US Mail Idaho Transportation Department PO Box 7129 Boise, Idaho 83707-1129</p>
Deadline To Receive Questions:	5:00 p.m. Mountain Time on February 5, 2018
ITB Closing Date:	5:00 p.m. Mountain Time on February 26, 2018
ITB Opening Date:	10:30 a.m. Mountain Time on February 27, 2018
Initial Term of Contract and Renewals (service completion):	The initial term of the contract will be two years with the option to renew for 2 additional periods of 2 years each.

1 GENERAL INFORMATION

1.1 Purpose

The contract resulting from this Invitation to Bid will provide the Idaho Transportation Department (ITD) with available contractor (the contractor) to perform Guardrail and Terminal End Installation; along with repair service for both Metal and Concrete Guardrail within the Idaho counties of Lewis, Idaho, Clearwater, Nez Perce and Latah.

Under the terms of this contract, only a Contractor in the specific business of guardrail and terminal end installation can perform the work described herein. Sub-contracting of any portion of the work is not allowed.

The Idaho Transportation Department (ITD) is requesting bids from qualified bidders for Guardrail Repair in accordance with the specifications contained herein.

Public Works Licensing is Required

1.2 General Information, Solicitation Instructions and Standard Terms and Conditions

This solicitation is issued by the Idaho Transportation Department via:

<http://itd.idaho.gov/business/> (click on the **Solicitations – Non-Highway Projects tab**). The Idaho Transportation Department is the only contact for this solicitation. All correspondence regarding this ITB must be in writing. In the event that it becomes necessary to revise any part of this ITB, 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 ITB will not be relied upon. All changes to this ITB must be in writing and posted 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 or copies obtained by contacting the solicitation's lead (see **Section 1.3**, 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.

1.3 Inquiries

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

QUESTIONS MUST BE RECEIVED BY 5:00 PM Mountain 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/business/> (click on the **Solicitations – Non-Highway Projects tab**).

ITBLead: Todd Sorensen, Project Coordinator
Phone: 208-334-8093
E-mail: todd.sorensen@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 ITB, 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.

1.4 Submission Requirements

1.4.1 Required Bid Submission Items

Your bid submission must consist of the following:

- 1.4.1.1 Bid Schedule (Attachment A)
- 1.4.1.2 Affidavit: Drug Free Workplace Program (Attachment B)
- 1.4.1.3 Signature Page (Attachment C)

1.4.2 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 ITB Administrative Information Page. The official time, for bid closing purposes, is ITD's time clock. Alternate bids will not be allowed.

1.4.2.1 Submission Method 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: Todd Sorensen, Project Coordinator, Idaho Transportation Department

Bidder Name: (Company Name)

ITB Number: B000196

ITB Title: GUARDRAIL REPAIR AND INSTALLATION

ITB Closing Date: 2-26-2018

1.5 Compliance with

1.5.1 2017 Standard Specifications for Highway Construction

The 2017 Standard Specifications for Highway Construction and the most current Quality Assurance Manual are incorporated by reference where applicable to this solicitation.

The [2017 Standard Specifications for Highway Construction](#) is available for \$30.00 plus tax. Contact ITD at 334-8493 to purchase or to download both the 2017 Standard Specifications for Highway Construction and the Quality Assurance Manual.

1.5.2 ITD Policy Compliance

The following [ITD Policy Compliance](#) applies 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 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.

1.6 Award

Award will be made, all or none, to the responsive, responsible bidder with the lowest Total Cost, as provided on **Attachment A**, Bid Schedule.

1.7 Point(s) of Contact/Contract Administration

The contract Administrator(s) and Manager(s) contact information for the resulting contract(s) will be provided upon award of bid.

2 SCOPE OF WORK

This contract is to perform Guardrail and terminal end installation; along with repair service for both Metal and Concrete Guardrail within the Idaho Counties of Lewis, Nez Perce, Clearwater, Idaho and Latah caused by motor vehicle accidents and other acts of god.

2.1 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.

2.2 Work not noted, detailed, or specified

All work required for complete installation or assembly shall be included in the Contractor's bid. Where minor portions of required work are not noted, detailed, or specified, such work shall be done in accordance with proven construction practice or accepted industry standards at no additional cost to the owner. The contractor shall be held responsible for verification of existing job conditions prior to bid. No additional cost shall be awarded to the successful contractor (or their subcontractors) after bids have been submitted and contracts awarded 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 1.3, Inquiries**.

2.3 Location

All of ITD District 2's State Highway system in the following Idaho counties: Lewis, Latah, Idaho, Clearwater and Nez Perce.

2.4 Staging Location(s)

Staging location(s) will be determined by the ITD contract Manager prior to the start of each project.

2.5 Experience

The Contractor as well as the project supervisors proposed for the project must have a minimum of 5 years' experience in metal and concrete guardrail installation and repair.

2.6 Safety

The Contractor must have a comprehensive Safety Manual pertaining to the equipment, material, and process demonstrating capability of safely conducting the work specified in the above solicitation.

2.7 Traffic Control

Unless otherwise directed, the Contractor will be responsible for traffic control. Contractor will provide a detailed traffic control plan to the ITD Contract Manager prior to starting. All plans must be approved before work begins.

2.8 Quantity

Quantities estimated in Attachment A, Bid Schedule are for bidding purposes only. Actual quantities will vary due to the nature of the requirements.

2.9 Basis of Payment

Contractor must submit a detailed quotation within three business days to ITD for each guardrail repair and replacement project as directed by ITD within the following timeframe after Contractor is notified of required repaired and / or installation.

ITD will authorize work by issuing the Contractor a Purchase Order number for each quote. No invoice will be paid without an authorized ITD Purchase Order number.

ITD reserves the right to affect guardrail repair and replacement by ITD state forces.

The Contractor will be paid in accordance with the bid schedule.

The Contractor must submit invoices the ITD billing location provided below, for the quantity delivered and accepted. ITD will render payment for 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:

- Purchase order 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 sent to: itdd2adminap@itd.idaho.gov

2.10 Contract Compliance

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.

3 GENERAL ARCHITECTURAL AND SPECIAL PROVISIONS

The Contractor shall supplement the plans for such working drawings as are necessary to adequately control the work. Materials incorporated into this project shall be new and free from defects and of the best commercial quality for the purpose specified.

3.1 Guarantee

Excepting where certain portions of the work call for a longer period, all work shall be guaranteed for a minimum period of one year after the date of final acceptance; during the guarantee period, any repairs or replacements required because of defective workmanship or material shall be at the Contractor's expense.

3.2 Temporary Utilities

The Contractor shall visit the site and determine what measure, if any, will need to be taken to provide for utilities for construction work, which may occur before the time that permanent services will be available.

The contractor shall make arrangements for and furnish at their own expense, all water, sanitary facilities and other utilities necessary for construction purposes. All utilities shall be at the Contractor's expense until final acceptance.

3.3 Permits

Pursuant to Section 39-4103 Idaho Code, the Division of Building Safety is responsible for the issuance of building permits and building inspections for construction projects owned by the State of Idaho. This is separate from any required state electrical, plumbing, and mechanical or elevator permits. The contractor shall obtain and pay for all licenses and permits and shall pay fees and charges for connection to outside services to include, water, sewer and electricity and use of public or private property for storage of materials, etc. The Contractor shall comply, without additional expense to ITD, with all State, County and Municipal building ordinances and regulations insofar as the same are binding upon the State. ITD will reimburse the Contractor for utility hookup fees at invoice costs.

3.4 Codes

The Contractor, including subcontractors, shall submit their bid in accordance with plans and specifications. If plans and specifications do not comply with any codes having jurisdiction in that particular place or construction, the Contractor shall notify ITD prior to bidding in writing and faxed to the number stated in the bid document. If prior notification is not given, it shall be assumed that the Contractor's base bid includes, to the best of their knowledge and experience, all work necessary to comply with such codes.

3.5 Protection

The Contractor shall, at all times, protect building from damage; remove and replace with new work any work damaged by failure to provide protection. Replacement of damaged work will be at no additional cost to ITD.

The Contractor shall provide and maintain dust protection, weather protection and heating as required for the protection of the work from the beginning of the work until final completion, acceptance, or occupancy. Methods and extent of protection and heating shall be subject to the Architect's approval.

3.6 Prior Approval

The references made to materials equipment, appliances or fixtures in the plans or specifications, where manufactures' products or brand names are specified, are made to show standards for comparison only as to type, design character, or quality of the article desired, and are not for the purpose of restricting bidders to these products or brand names. The term "or equal" as used herein shall be understood to mean equal to that specified for fulfilling the intended requirements in the judgment of the Architect. THE BURDEN OF PROVING THE EQUILITY SHALL BE THE CONTRACTOR'S RESPONSIBILITY. The Architect's decision shall be final. Shop drawings or manufacturer's literature for the substitute item and for the specified item shall be submitted to support the Contractor's request on all substitutions.

All requests for approval of change in design of function of materials specified must allow 14 days review time, after receipt of all necessary documents, by the Architect. Approval of submittals shall not relieve the Contractor from responsibility for deviations from the plans or specifications, unless they have, in writing, called the Architect's attention to deviations at the time of submission, and obtained the Architect's written approval. Approval of submittals does not relieve the Contractor from responsibility for errors in shop drawings or literature.

3.7 Submittals

A Minimum of one (1) electronic copy submittal is required on all products.

Submittals shall contain the Project name and the following information:

- Date of submission and dates of any previous submissions.
- The names of the contractor, sub-contractor and manufacturer.
- Contractors stamp, initialed or signed, certifying to review of submittal.
- Identification of any deviation from Plans and Specifications.
- Identify each submittal item by specification section, manufacturer, brand, trade name, number, size, rating, or whatever other data is necessary to properly identify and check materials and equipment. The words “as specified” are not sufficient identification.

The Contractor shall submit all required submittals within 30 days of contract signing. Authority to proceed will be given after submittals are approved by the Architect and returned to the Contractor and construction and material delivery schedules are established.

3.8 As – Built Drawings

The Contractor shall provide the Architect with three (3) complete sets of as-built drawings. As-built drawings shall provide detailed and accurate sizes, dimensions and locations of all work items covered under this contract. Contractor shall instruct the separate trades to keep accurate measurements and records of their installation, as the work proceeds. No measurement or payment will be made for as-built drawings, but the cost thereof shall be considered incidental to the items of work under this contract.

3.9 Operation, Maintenance Instructions and Manuals

The Contractor shall train ITD personnel in the general use and maintenance of all installed equipment and accessories. The Contractor shall provide three complete copies of “Operations and Maintenance” manuals for ITD use. The manuals will identify all parts of equipment and show complete wiring diagrams. The manuals will include copies of warranties for all items.

3.10 Dimensions and Measurements

The Contractor shall field verify all dimensions pertaining to the work and shall be responsible for the determination of all quantities of materials required for the work and for the accuracy of all dimensions of materials and items fabricated for this project. The Contractor shall not rely on the scale drawings in the project drawings for the determination of exact quantities or dimensions.

3.11 Coordination and Control

This work shall proceed in an effective sequence so as to eliminate unnecessary work stoppages at the building.

3.12 Use – Tax

It is not anticipated that the Contractor will utilize State-owned material on this project.

In the event that the Contractor does utilize State-owned material, the exercise of control over State-owned material by a Contractor who is improving real property (roadways, etc.) will incur the imposition of a use tax.

Bidders are advised to consult [Section 63-3609, Idaho Code](#), and [IDAPA 35, Title 01, Chapter 02](#), Sales Tax Administrative Rule 012, “Contractors Improving Real Property”, and Rule 013, “Road and Paving Contractors”, or contact the Idaho State Tax Commission for guidance. (Telephone No. (208) 334-7617)

3.13 Superintendent

The Contractor shall employ a competent Foreman and necessary assistants who shall be in attendance at the Project site during the progress of work. The Foreman shall be satisfactory to the Architect, and shall not be changed except with the consent of the Architect unless the Foreman proves to be unsatisfactory to the Contractor and ceases to be in their employ. Under this circumstance, the new Foreman shall also be satisfactory to the Architect. The Foreman shall represent the Contractor and all communications given to the Foreman shall be as binding as if given to the Contractor. Important communications will be confirmed in writing.

3.14 Change Orders

The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated below.

1. For total changes of \$10,000 or less in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed twenty percent (20%) of direct costs;
2. For total changes exceeding \$10,000 in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs; or
3. The Contractor will determine the amount of overhead and profit to be apportioned between the Contractor and its subcontractor of allowable amounts of overhead, profit, bonds and insurance.

3.15 Information Given Prior to Award

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

3.16 Performance

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

3.17 Bidding Requirements and Conditions

Sealed Bids will be received at the time and place stated on the Cover Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No Bid will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid upon the forms furnished by the Department. All figures shall be written in blue ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid shall be considered irregular and the bid will be rejected.

The bid shall be signed with blue ink by the individual or agency authorized to sign and submit this bid for the bidder. The bid signature page must include the bidder name and address and the state and address in which the business is domiciled.

3.18 Irregular Bids

Bids will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in blue ink and returned with your bid.
7. If Addendums are not signed, in blue ink, and returned with the Bid Documents.
8. If the required Public Works License Number(s) is not inserted on the 'Signature Page'.
9. Bidder fails to submit the proper Bid Guaranty as outlined under Subsection 3.23.

3.19 Disqualification of Bidders

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

1. More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.
3. Bidder, or its principals or affiliates, is disbarred, suspended, or ineligible from federal contracting; see Idaho Code § 67-5730 (2) (f).

3.20 Surety Bond Requirements (Performance and Payment Bonds)

The lowest responsive, responsible bidder shall furnish a performance bond and a payment bond each in the amount of the contract.

Performance and Payment Bonds shall 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 bid bond.

Guarantees submitted via any other obligation **WILL NOT** be accepted.

Please note: Bonding Surety must be registered and licensed with the Idaho Department of Insurance. Performance and Payment bonds will not be accepted if Surety is not registered and licensed in Idaho, and contract will not be executed by the Department. If contractor fails to file acceptable bonds within 15 calendar days after the contract has been received by the bidder, this failure may be deemed just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the state, not as a penalty, but in liquidation of damages sustained.

3.21 Consideration of Bid / Record of Public Bid Opening (ROPBO)

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available at <http://itd.idaho.gov/business/> (click on the Solicitations – Non-Highway Projects tab). The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

3.22 Execution / Award of the Contract

The award of contract, if it is awarded, will be made within 15 calendar days after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose bid complies with all requirements prescribed. However, the award may be deferred beyond 15 calendar days by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned within 15 calendar days after the bidder has received the contract. If the contract is not executed by the State within 15 calendar days following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

3.23 Failure to Execute Contract

Failure to execute the contract, file acceptable bonds and submit acceptable evidence, if required by contract, of good faith efforts to obtain participation by disadvantaged businesses within 15 calendar days after the contract has been received by the bidder shall be just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the state, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be readvertised and constructed under contract or otherwise, as the state may decide.

3.24 Authority to Proceed

Authority to proceed will be given after the required submittals specified in the Special Provisions are received, approved by the Architect and returned to the Contractor and construction and material delivery schedules are established.

4 TERMS AND CONDITIONS

4.1 Contract Award

Contract Award will be ALL OR NONE based on the "TOTAL BID AMOUNT" on the Bid Schedule.

4.2 Liquidated Damages

The amount of Liquidated Damages for failure to complete the work within 60 calendar days will be \$200.00 per day.

4.3 Payment Requirements

The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

4.4 Changes

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Amendment to the contract and approved by the Contract Administrator.

4.5 Claims for Adjustment and Disputes

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the District Engineer, in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The District Engineer will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the District Engineer's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

4.6 Force Majeure

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was

beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.

4.7 Default and Termination of Contract

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

4.8 Termination for Convenience of the State

The performance of work under this contract may be terminated by the state in accordance with this subsection in whole, or from time to time in part, whenever it shall be determined that such termination is in the best interest of the state. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

4.9 Appropriation by Legislature Required

The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations.

4.10 Indemnification

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

4.11 Save Harmless

The Contractor shall exonerate, indemnify, and hold the Department harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation, and income tax laws with respect to the Contractor or the Contractor's employees engaged in the performance of this Agreement.

The Contractor will maintain Worker's Compensation Insurance as required by Idaho Code and will provide to the department a certificate of Idaho Worker's Compensation Insurance issued by a surety licensed to write Idaho Worker's Compensation in the State of Idaho, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Idaho Industrial Commission. Failure to provide a Certificate of Workman's Compensation Insurance may result in a price adjustment to cover any cost to the Department of providing the necessary workman's compensation insurance. The Department will not assume liability as an employer.

The Contractor shall protect, indemnify, and save the Department harmless from and against any damage, cost, or liability including reasonable attorney's fees for any or all injuries to persons, property or claims for damages arising from any acts or omissions of the Contractor, its employees, or subcontractors.

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the Department be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

4.12 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.

4.12.1 Commercial General and Umbrella Liability Insurance.

Contractor must maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it must apply separately to this Contract. For Comprehensive or Commercial General Liability insurance policy containing an aggregate limit, ensure a limit of at least \$4,000,000. The above limits may be met by policies having limits such as \$1,000,000 per occurrence, \$2,000,000 aggregate plus an umbrella policy of \$2,000,000.

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).

4.12.2 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 \$2,000,000 each accident. Such insurance must cover liability arising out of any auto (including owned, hired, and non-owned autos).

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.

4.12.3 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.

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.

4.12.4 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.

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.

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.

4.12.5 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.

4.12.6 Failure to Comply.

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.

4.12.7 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.

4.12.8 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

ITB B000196 District 2 Guardrail Repair and Installation

Company Name of Bidder: _____

Contact Name/Phone: _____

Contact E-mail: _____

Provide your fully burdened Total Cost for providing the guardrail work specified in this solicitation:

Hourly Rates for Labor

Regular work hours Monday through Friday (Regular Rate)

Foreman \$ _____ per hour X 500 hrs* = A \$ _____

Operator \$ _____ per hour X 500 hrs* = B \$ _____

Laborer \$ _____ per hour X 500 hrs* = C \$ _____

Hourly Rates for Traffic Control

Regular work hours Monday through Friday (Regular Rate)

Traffic Control Supervisor \$ _____ per hour X 500 hrs* = D \$ _____

Traffic Control Vehicle \$ _____ per hour X 500 hrs* = E \$ _____

Variable Message Sign \$ _____ per hour X 500 hrs* = F \$ _____

Rent Traffic Control Signing \$ _____ per sqft X 768 ft* = G \$ _____

Material Cost

Material and parts will be paid at Contractor’s invoice cost plus the following percentage markup. Shipping costs and sales tax will be paid at Contractor’s invoice cost without any markup. A copy of all invoices must be submitted with billings for any item exceeding \$250.00. The Contractor may be requested to provide invoices for any items at the discretion of ITD.

Cost plus _____ percent

(Percent markup 1.00+0.00%) X \$55,000* = H \$ _____

(Example 1 + .15% markup X \$55,000 = \$63,250)

Total bid amount A+B+C+D+E+F+G+H= \$ _____

**The annual labor hours and material costs factors are for bid evaluation only. The actual hours worked in a one year period will vary.*

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE

ATTACHMENT B- AFFIDAVIT: DRUG FREE WORKPLACE PROGRAM

ITB B000196 District 2 Guardrail Repair and Installation

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- SIGNATURE PAGE



Idaho Transportation Department
P.O. Box 7129
Boise, Idaho 83707-1129

SIGNATURE PAGE for Use with a Submitted ITB Response

Bids and pricing information must be typewritten or handwritten 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 (ink or electronic digital I.D.) of an individual authorized to bind 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 sealed bid package to: Idaho Transportation Department

ATTN: S. Todd Sorensen
PO Box 7129
Boise, Idaho 83707-1129

OR

FedEx, UPS, or other Couriers:

Idaho Transportation Department
ATTN: S. Todd Sorensen
3311 W. State Street
Boise, Idaho 83703

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: B000196 Bid Title: GUARDRAIL REPAIR AND INSTALLATION

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