



Invitation to Bid (ITB) E000225

US 91 Bingham County Line Road to York Road

IDAHO TRANSPORTATION DEPARTMENT

Date of Issuance: 07/26/2018

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ADMINISTRATIVE INFORMATION

E000225 Title:	US 91 Bingham County Line Road to York Road
E000225 Project Description:	Wedge Mill and Pave
E000225 Lead:	Lora Longhurst, Senior Buyer Idaho Transportation Department 5151 South 5 th Ave Pocatello Idaho 83204 Lora.longhurst@itd.idaho.gov 208 239-3346
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 Idaho Transportation Department 5151 South 5 th Ave Pocatello Idaho 83204 Address for US Mail (if different) Idaho Transportation Department 5151 South 5 th Ave Pocatello Idaho 83204
Deadline To Receive Questions:	5:00 p.m. Mountain Time on 08/06/2018
ITB E000225 Closing Date:	5:00 p.m. Mountain Time on 08/17/2018
ITB E000225 Opening Date:	10:30 a.m. Mountain Time on 08/20/2018
	The service performed under the contract will begin upon ITD's written notice to proceed.

1 PURPOSE

The Idaho Transportation Department (ITD) is requesting bids from qualified bidders for paving US 91 Bingham County Line Road to York Road in accordance with the specifications contained herein.

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 E000225 must be in writing. In the event that it becomes necessary to revise any part of this E000225, 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 E000225 will not be relied upon. All changes to this E000225 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 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/AdminServices/NonHwyConstructionProjects/bidding_info.htm.

Lead: Lora Longhurst
Phone: 208 239-3346
Fax: 208 239-3395
E-mail: lora.longhurst@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 E000225, 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 B)
- 4.1.2 Affidavit: Drug Free Workplace Program (Attachment C)
- 4.1.3 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 E000225 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 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: Idaho Transportation Department
Bidder Name: (Company Name)
E000225 Number:
E000225 Title:
E000225 Closing Date:

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

5 AWARD

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

6 SCOPE OF WORK

6.1 The Scope of work includes but is not limited to supply of Superpave HMA Pavement Class SP3, labor and equipment to wedge mill, tack and pave road.

Both begin project and end project limits shall be wedge milled.

ITD will haul the Superpave HMA Pavement to the project. ITD will furnish water truck and traffic control.

6.2 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. Any tools and supplies left onsite after work completion will be considered property of ITD.

6.3 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**.

7 LOCATION

US 91 Mile Post 120.56 to 122.56 Bonneville County

8 QUANTITY

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

9 COST

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

Must meet 2018 Standard Specifications for Highway Construction

10 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: Lora Longhurst
5151 South 5th Ave
Pocatello, Idaho 83204
D5Purchasing@itd.idaho.gov

11 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.

12 SURETY BOND REQUIREMENTS

The apparent successful bidder must furnish a performance bond and a payment bond each in the amount of the contract.

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.

13 DRUG-FREE WORKPLACE PROGRAM

Bidders must submit an affidavit (see **Attachment C**), 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.

14 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.

15 COMPLIANCE WITH

15.1 2018 ITD Standard Specifications for Highway Construction

The 2018 ITD Standard Specification for Highway Construction and the most current Quality Assurance Manual are incorporated by reference where applicable to this solicitation.

The 2018 ITD Standard Specification for Highway Construction is available for \$30.00 plus tax. Contact ITD at 334-8430 to purchase, or visit: <http://itd.idaho.gov/manuals/ManualsOnline.htm>, to download both the 2012 ITD Standard Specification for Highway Construction and the Quality Assurance Manual.

15.2 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.

16 INSURANCE REQUIREMENTS

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 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.

1.1 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 \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it must apply separately to this Contract.

1.1.1 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).

1.2 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).

1.2.1 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.

1.3 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.

1.3.1 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.

1.4 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.

1.4.1 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.

1.4.2 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.

1.5 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.

1.6 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.

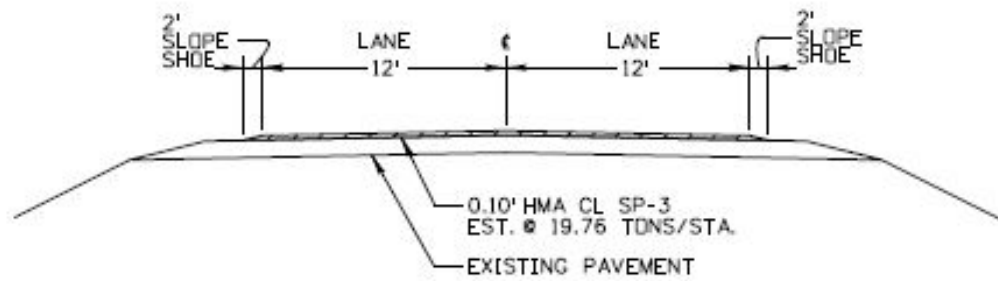
1.7 Acceptable Insurers and Deductibles: Insurance coverage required under the Contract must be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor must be financially responsible for all deductibles, 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.

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.



TYPICAL SECTION

US-91
M.P. 120.560 TO M.P. 122.560



NOTE:

WEDGE MILL 0.10' FOR 20 FEET
ON BOTH ENDS OF PROJECT TO
MATCH EXISTING PAVEMENT.

CSS-1H DIL EMUL ASPH FDR TACK
@ 0.10 GAL/SY

IDAHO TRANSPORTATION DEPARTMENT

**Division of Highways
Bonneville County**

SHEET 1 OF 1

ATTACHMENT B- BID SCHEDULE

E000225

Company Name of Bidder: _____

Contact Name/Phone: _____

Contact E-mail: _____

Provide your fully burdened Total Cost for providing the Mill and Paving specified in this solicitation:

ITEM	DESCRIPTION	QTY	UM	UNIT PRICE	EXTENDED PRICE
1	Superpave HMA Pavement Class SP 3	2800	Ton	\$ _____	\$ _____
2	CSS-1H Tack Coat	1700	Gal	\$ _____	\$ _____
3	Hot Mix Asphalt Placement Crew	30	Hour	\$ _____	\$ _____
4	Wedge Mill	120	SY	\$ _____	\$ _____
5	Mobilization	1	LS	\$ _____	\$ _____
				TOTAL COST	\$ _____

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE

ATTACHMENT C- AFFIDAVIT: DRUG FREE WORKPLACE PROGRAM

E000225 US 91 Bingham County Line to York Road

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 D- signature page



Idaho Transportation Department

5151 South 5th Ave
Pocatello, Idaho 83204

SIGNATURE PAGE for Use with a Submitted E000225 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: Lora Longhurst
5151 South 5th Ave
Pocatello, Idaho 83204

OR

FedEx, UPS, or other Couriers: Idaho Transportation Department
ATTN: Lora Longhurst
5151 South 5th Ave
Pocatello, Idaho 83204

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: E000225 Bid Title: US 91 Bingham County Line to York Road

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

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE