



Invitation to Bid (ITB) ITB B000 142

Swayne Lane Culvert Project

IDAHO TRANSPORTATION DEPARTMENT

Date of Issuance: October 24, 2016

RE-ISSUE

TABLE OF CONTENTS

ADMINISTRATIVE INFORMATION..... 3

1 PURPOSE 4

2 GENERAL INFORMATION, SOLICITATION INSTRUCTIONS AND STANDARD TERMS AND CONDITIONS 4

3 INQUIRIES..... 4

4 SUBMISSION REQUIREMENTS..... 5

4.1 REQUIRED BID SUBMISSION ITEMS 5

4.2 BID SUBMISSION METHODS..... 5

5 AWARD..... 5

6 PRE-BID CONFERENCE..... 5

7 BACKGROUND 6

8 SCOPE OF WORK..... 6

8.1 WORKSITE CLEANUP 9

8.2 WORK NOT NOTED, DETAILED, OR SPECIFIED 9

9 LOCATION..... 9

10 QUANTITY..... 9

11 COST 9

12 ACCEPTANCE 9

13 PAYMENT & BILLING..... 9

14 CONTRACT MONITORING 10

15 SURETY BOND REQUIREMENTS 10

16 DRUG-FREE WORKPLACE PROGRAM 10

17 LICENSING OF CONTRACTORS..... 10

18 SUBCONTRACTORS 10

19 COMPLIANCE WITH 11

19.1 2012 ITD STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION 11

19.2 ITD POLICY COMPLIANCE..... 11

20 PRICE ADJUSTMENT CLAUSE..... 11

21 RECORDS MAINTENANCE 12

22 AUDIT RIGHTS..... 12

23 INSURANCE REQUIREMENTS 12

ATTACHMENT A - BID SCHEDULE 14

ATTACHMENT B- AFFIDAVIT: DRUG FREE WORKPLACE PROGRAM 15

ATTACHMENT C- SUBCONTRACTOR LICENSING 16

ATTACHMENT D- SIGNATURE PAGE 17

ADMINISTRATIVE INFORMATION

ITB Title:	ITB B000 142, Swayne Lane Culvert Project
ITB Project Description:	The culvert located on SH-7, MP 50.585 (Swayne Lane) has become obstructed and requires replacement.
ITB 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 Idaho Transportation Department 2600 Frontage Road Lewiston, Idaho 83501 Address for US Mail Idaho Transportation Department PO Box 837 Lewiston, Idaho 83501
Pre-Bid Conference:	A pre-bid conference will be held in the Main Conference Room at ITD District 2 Headquarters, 2600 Frontage Road in Lewiston, Idaho. This conference will be held at 9:30 am Pacific Time on Wednesday, November 9, 2016
Deadline To Receive Questions:	4:00 p.m. Pacific Time on November 16, 2016
ITB Closing Date:	4:00 p.m. Pacific Time on November 22, 2016
ITB Opening Date:	9:30 a.m. Pacific Time on November 23, 2016
Initial Term of Contract and Renewals (service completion):	The service performed under the contract will begin upon ITD's written notice to proceed, and must be completed within six (6) months of notice to proceed.

1 PURPOSE

The culvert located on SH-7, MP 50.585 (Swayne Lane) has become obstructed and requires replacement. To minimize impact the existing culvert will remain in place and is to be filled with pressure pumped grout. A replacement, 30 in. diameter, galvanized, metal culvert will be installed directly above the existing pipe and set to the elevations shown in this Invitation to Bid. For the safety of nearby residents and the traveling public the inlet of this pipe is to be fitted with a Type 8 Drop Inlet. The Idaho Transportation Department (ITD) is requesting bids from qualified bidders for SH-7, MP 50.585 (Swayne Lane) in accordance with the specifications contained herein.

Public Works Licensing is Required

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 ITD 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 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.

ITB 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 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.

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 ITB 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: Kathy Staab, Buyer, Idaho Transportation Department
Bidder Name: (Company Name)
ITB Number: B000 142
ITB Title: Swayne Lane Culvert Project
ITB Closing Date: November 22, 2016

5 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.

6 PRE-BID CONFERENCE

A pre-bid conference will be held in the Main Conference Room at ITD District 2 Headquarters, 2600 Frontage Road in Lewiston, Idaho. This conference will be held at 9:30 am Pacific Time on November 9, 2016.

All interested parties may attend the optional pre-bid conference, at their expense. Parties interested in attending this conference should notify (in writing) the ITB Lead no later than one (1) business day prior to the date of the pre-bid conference. The written request should specify the name and title of each person who will be attending. A maximum of three (3) persons for each party interested will be allowed to attend in-person.

Interested parties may also attend the pre-bid conference via teleconference by obtaining conference call-in details from the ITB Lead.

Failure to attend the optional pre-bid conference will not relieve the bidder of meeting the requirements of this ITB.

7 BACKGROUND

The culvert located on SH-7, MP 50.585 (Swayne Lane) has become obstructed and requires replacement. To minimize impact the existing culvert will remain in place and is to be filled with pressure pumped grout. A replacement, 30in. diameter, galvanized, metal culvert will be installed directly above the existing pipe and set to the elevations shown in this Invitation to Bid.

8 SCOPE OF WORK

The existing outlet is perched at least 3 feet above a concrete collection box that is then connected to the BG & CM Railroad's 6'± concrete culvert. Prior to performing any work closer than 10 feet to the railroad right of way or the actual tracks, contact: BG & CM Railroad, Carl Nelson 208-553-6196. Permission for this work has been granted to ITD, but the railroad requires work dates and times from the Contractor.

Install a 30 in. corrugated metal pipe (CMP) per Standard Drawing 601-1 and Section 602 of the ITD Standard Specifications for Highway Construction 2012. Excavation, backfill, compaction and conduit installation are considered incidental to the 30 in. CMP item.

All compaction shall be Class A in accordance the Subsection 205.03 F. All backfill shall meet the material and compaction specifications noted on Standard Drawing 601-1. All testing shall be provided by the Contractor. A minimum of one gradation will be required per 1,000 tons of materials. Culvert backfill shall be compaction tested a minimum of one test per each two foot depth of fill. An AASHTO T-180 laboratory test will be provided per each backfill material.

CMP materials shall meet the requirement of Subsection 706.06 of the ITD Standard Specifications for Highway Construction 2012 edition and AASHTO M-36.

Water tight coupling bands for corrugated metal pipes with gaskets are required and are to be installed in accordance with Standard Drawing 706.6. Manufacturer's installation specifications must be submitted to the ITD representative at minimum of 10 working days prior to the pre-work meeting.

The Type 8 Inlet shall be manufactured and installed in accordance with Sections 605 and 609 of the ITD Standard Specifications for Highway Construction 2012 edition and Standard Drawing 605-25. Backfill of the existing channel and ditch line area required to meet the top elevation of the Type 8 inlet is incidental to the Type 8 Inlet item. Backfill materials shall meet the Subsection 703.04, unless otherwise approved.

CMP shall be cambered from a chord through the inlet and outlet inverts an ordinate amount equal to 1% of the pipe length. Camber shall be developed on a parabolic curve.

An eight (8) inch conduit, provided by ITD, is to be installed in conjunction with the 30 in. culvert. This conduit will be placed the outer limits of the trench, as far as possible from the culvert on the East side of the culvert. Both ends of this conduit are to be extended to the right-of-way limits. The ends of this conduit are to be marked in such a way to allow for relocation at a later date.

Rip Rap for the outlet end shall be placed in accordance with Subsection 624.03 (B). Rip Rap shall meet the requirements of Subsection 711.04, including Table 711.04.1 of the Standard Specifications. Rip Rap placement will

be in accordance with attached culvert profile drawing. Gradations for the rip rap must be approved by the ITD representative prior to delivering to the work site.

ITD forces will establish CMP inlet and outlet elevations along with location staking. A minimum of 3 control points will be established by ITD. Finished grade of the centerline and shoulder elevations shall also be established by ITD. All finished grade elevations will be given to the Contractor prior to starting of work.

CMP shall be designed so that a minimum of 3 annular rings are exposed on the outlet and the same are attached to the drop inlet.

ITD has obtained the USACE permit for this project, see **Attachment E**. Submission of a bid proposal signifies that the Contractor has read and fully understands all of the terms and conditions within this permit. The Contractor further certifies that he/she will adhere to all of the details contained within the permit. All in-stream work must be completed in the dry.

To minimize disturbance in the roadway surface, the Contractor will be required to use OSHA approved trench shoring methods and will not be allowed to slope the edges of the trench excavation. A detailed trenching plan shall be submitted to The ITD representative no less than 10 working days prior to the pre-work meeting. Approval of these plans must be received prior to the commencement of work on the project. All work must be in compliance with applicable OSHA regulations which shall be addressed in the submitted plan.

All edges of the existing pavement shall be saw cut prior to the placement of the final pavement surface.

The removal and disposal of the existing Type 5 Terminal End and an additional 48 feet of existing guardrail is incidental to the Type 5 Terminal and Guardrail item.

Installation of the new Type 5 Terminal and new guardrail shall be in accordance with Section 612 of the Standard Specifications for Highway Construction 2012 and Standard Drawings G-1-F-1 and G-1-A-1.

The Contractor shall be held responsible for all maintenance of the aggregate backfill and all costs associated with the temporary roadway gravel surface. This maintenance is considered incidental to the HMA pavement bid item.

The Contractor shall provide a finished roadway plant mix surface with a minimum depth of 0.2 feet. A ½ in. Superpave HMA Pavement including Asphalt and Additives, Class SP-3, with PG 58-28 Asphalt shall be provided, unless otherwise approved by the ITD representative.

Mobilization will be considered incidental, the Contractor should include his/her mobilization costs within the associated bid items.

All associated Traffic Control including but not limited to: Flaggers, Signage, Light Plants, Maintenance and any Traffic Control required per MUTCD Standards are inclusive of the Traffic Control bid item. The Contractor must maintain a minimum of one lane of travel at all times for the duration of the project.

The Contractor must submit a Traffic Control Plan (TCP) to the ITD representative 10 working days prior to the pre-work meeting. The Contractor will not be allowed to begin work until the TCP has been approved by the ITD representative. The bid item Traffic Control is for an approved plan only, no additional costs to The State will be allowed for increased costs due to improper TCP design. The Contractor can submit a TCP for review prior to his/her bid submission, at their discretion.

All excavated materials for the installation of the new 30 in. CMP shall become property of the Contractor and shall be disposed of in accordance with all recognized rules and regulations which may pertain to said material. The costs

are to be bid under bid item: Disposal of Excavated Material. Any additional soil testing or other expenses dealing with this material are considered incidental to this bid item and included in the Contractor's total bid item amount.

The Contractor must provide results from a test for Hydrocarbons, one sample every 1000 cubic yards of disposed excavated material. Results must be from a laboratory licensed and certified for performing this test. This is considered incidental to bid item: Disposal of Excavated Materials.

Permanent pavement markings will be performed by State Forces. Temporary striping will be the responsibility of the Contractor and considered incidental to Traffic Control bid item.

The existing 24 in. culvert shall be filled with grout which is pressure pumped in such a way that all air voids are removed and culvert is fully filled with grout. The Contractor's grouting plan must be approved by the ITD representative. The grouting plan must be submitted to the ITD representative at least 10 working days prior to the pre-work meeting.

The grout must be initially set prior to placing and compacting any fill materials above the existing CMP.

The grout material shall meet the following specifications:

Weights per Cubic Yard (Saturated, Surface-Dry)			
	Quantity	Density	Yield, ft
ASTM C-150 TYPE I/II CEMENT, LB	50	3.150	0.25
ASTM C-168 CLASS F FLY ASH, LB	300	2.060	2.33
WELL WATER, LB	350	1.000	5.61
ASTM C-33 FINE AGGREGATE, LB	3,072	2.640	18.65
ASTM C-494 TYPE S PREVENT C SRA, LB	25	2.256	0.18
TOTAL AIR, %	1.5 +/- 1.5		0.00
		TOTAL	27.02

WATER/ CEMENT RATIO, LBS/LB	1.00
SLUMP, HIGH, IN	10.00
SLUMP, LOW, IN	5.00
CONCRETE UNIT WEIGHT, PCF	0.00

YEILD, %	0.00
EXPOSURE CONDITION: Moderate exposure	

8.1 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.

8.2 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**.

9 LOCATION

Culvert is located on SH-7, Milepost 50.585, near Orofino, Idaho at the Swayne Lane Intersection. (See map, **Attachment F**)

10 QUANTITY

30in. CMP	76	FT
Abandon 24 in. CMP	1	LS
Type 8 Drop Inlet	1	EA
Disposal of Excavated Materials	1	LS
Outlet Protection	1	LS
Type 5 Terminal Section	1	EA
Metal Guardrail	48	FT
HMA Pavement	1	LS
Traffic Control	1	LS

11 COST

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

12 ACCEPTANCE

Documentation of completion for all works set forth in this invitation must be approved by the ITD representative before final payment will be made.

13 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
- 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: d2.supply@itd.idaho.gov

14 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.

15 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.

16 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.

17 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.

18 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, work under the contract in accordance with Section 67-2310, Idaho Code.

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 in. No general contractor shall name any subcontractor in his bid unless the general contractor has received communication from the subcontractor.

19 COMPLIANCE WITH

19.1 2012 ITD Standard Specifications for Highway Construction

The 2012 ITD Standard Specification for Highway Construction and the most current Quality Assurance Manual are incorporated by reference where applicable to this solicitation.

The 2012 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.

19.2 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.

20 PRICE ADJUSTMENT CLAUSE

Prices must be firm against any increase and decrease for one (1) year from effective date of the Contract. A price adjustment will be considered for each Contract renewal period thereafter. If a price increase is requested, the Contractor must notify ITD's Contract Administrator at least ninety (90) calendar days in advance and provide supporting documentation of industry wide increases. Increases will be limited to the actual cost increase to the Contractor.

21 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.

22 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.

23 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.

23.1 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.

23.1.1 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).

23.2 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).

23.2.1 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.

23.3 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.

23.3.1 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.

23.4 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.

23.4.1 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.

23.4.2 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.

23.5 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.

23.6 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.

23.7 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.

ATTACHMENT A - BID SCHEDULE

ITB B000 142, Swayne Lane Culvert Project

Company Name of Bidder: _____

Contact Name/Phone: _____

Contact E-mail: _____

Provide your fully burdened Total Cost for providing the Swayne Lane Culvert as specified in this solicitation:

Item	Description	QTY	UM	Unit Price	Extended Price
1	30in. CMP	76	FT		
2	Abandon 24in. CMP	1	LS		
3	Type 8 Drop Inlet	1	EA		
4	Disposal of Excavated Materials	1	LS		
5	Outlet Protection	1	LS		
6	Type 5 Terminal Section	1	EA		
7	Metal Guardrail	48	FT		
8	HMA Pavement	1	LS		
9	Traffic Control	1	LS		
				TOTAL	

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE

ATTACHMENT B- AFFIDAVIT: DRUG FREE WORKPLACE PROGRAM

ITB B000 142, Swayne Lane Culvert Project

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

ITB B000 142, Swayne Lane Culvert Project

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

A. **Work by:** _____ *residing at:*
_____, *whose Idaho Public Works Contractors License No. is:* _____.
Amount: \$ _____

B. **Work by:** _____ *residing at:*
_____, *whose Idaho Public Works Contractors License No. is:* _____.
Amount: \$ _____

C. **Work by:** _____ *residing at:*
_____, *whose Idaho Public Works Contractors License No. is:* _____.
Amount: \$ _____

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE IF SUBCONTRACTING

ATTACHMENT D- SIGNATURE PAGE



Idaho Transportation Department

Kathy Staab, Buyer
PO Box 837
2600 Frontage Road
Lewiston, Idaho 83501

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: 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: ITB B000 142 Bid Title: Swayne Lane Culvert Project

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