



**Invitation to Bid (ITB) FM32414**

**Snake River Rest Area**

**IDAHO TRANSPORTATION DEPARTMENT**

**District 4  
7200 I-84 EB Mile Marker 1,  
Fruitland, ID 83619**

Date of Issuance: November 21, 2023

## Administrative Information

ITB Title:	Snake River Rest Area
ITB Project Description:	Landscape & Irrigation Renovation
ITB Lead:	<p>Jacob Jackson  Facilities Management Contracting Officer  Idaho Transportation Department  11331 W Chinden Blvd., Bld. 8  Boise, Idaho 83714</p> <p>E-mail: <a href="mailto:Jacob.jackson@itd.idaho.gov">Jacob.jackson@itd.idaho.gov</a>  Phone: (208) 334-8831</p>
<p>Submit sealed bid:</p> <p><b>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.</b></p>	<p>Address for Couriers/Physical Address  11331 W Chinden Blvd., Bld. 8  Boise, Idaho 83714</p> <p>Mailing Address  PO Box 11  Boise, Idaho 83707</p>
<p>Pre-Bid Conference:  Pre-Bid Conference Location:</p>	<p>10:00 a.m. (MT) on November 29, 2022</p> <p>Idaho Transportation Department <b>7200 I-84 EB Mile Marker 1, Fruitland, ID 83619</b></p>
Deadline To Receive Questions:	4:00 p.m. (MT) on December 1, 2023
ITB Closing Date:	1:59:59 p.m. (MT) on December 6, 2023
ITB Opening Date:	<p>2:00 p.m. (MT) on December 6, 2023</p> <p>Idaho Transportation Dept.  11331 W Chinden Blvd., Bld. 8  Boise, Idaho 83714</p>
Initial Term of Contract and Renewals (service completion):	The service performed under the contract will begin upon ITD's written Notice to Proceed must be completed within <b>180 days</b> .

## CONTENTS

ADVERTISEMENT FOR BIDS	AB-1
BID BOX LOCATION	BB-1
INSTRUCTIONS TO BIDDERS	ITB-1
MANUFACTURER'S CERTIFICATION	MCF-1
ROOFING MATERIALS SUBSTITUTION REQUEST FORM	MSRF-1
BID PROPOSAL	BP-1
CONTRACTOR'S AFFIDAVIT CONCERNING ALCOHOL & DRUG-FREE WORKPLACE	BP-5
BIDDER'S ACKNOWLEDGEMENT STATEMENT	BP-6
AGREEMENT – FIXED PRICE CONSTRUCTION CONTRACT	FPCC-1
EXHIBIT A – OWNER'S PROJECT IDENTIFICATION INFORMATION	FPCC-?
EXHIBIT B – ADDRESSES AND AUTHORIZED REPRESENTATIVES	FPCC-?
EXHIBIT C – LIST OF DRAWINGS AND SPECIFICATIONS	FPCC-?
EXHIBIT D - CONTRACTOR'S AFFIDAVIT CONCERNING TAXES	FPCC-?
EXHIBIT F – NOTICE TO PROCEED	FPCC-?
EXHIBIT G - CONTRACTOR'S REQUEST FOR TAX RELEASE	FPCC-?
EXHIBIT H - RELEASE OF CLAIMS	FPCC-?
EXHIBIT J – CONDITIONS PRECEDENT TO FINAL PAYMENT	FPCC-?
EXHIBIT K – TRAINING CONFIRMATION SIGN IN SHEET	FPCC-?
EXHIBIT L – PROJECT FINALIZATION AND START	FPCC-?

### TECHNICAL SPECIFICATIONS

#### DIVISION 1 - GENERAL REQUIREMENTS

(The CSI 16 Division format is recommended for the Technical Specifications.) List all Divisions and Sections, even when mechanical and electrical sections are included prior to their division. If more than one volume is used, insert total table of contents in each volume.

## **ADVERTISEMENT FOR BIDS**

In accordance with Idaho Code 67-5711, The Idaho Transportation Department will accept sealed bids for Project # **FM32414 Snake River Rest Area**. Bids packets will be accepted at the Idaho Transportation Department at 11331 W Chinden Blvd., Bld. 8, Boise, Idaho 83714, **until 1:59:59 p.m. local time on December 6, 2023** according to the Bid Package Schedule deadline. A public bid opening will be held at the Idaho Transportation Department following the closing time for receipt of bids. Bidders and other interested parties are invited to be present at bid opening.

A description of the work of this project can be summarized to include removal of existing turf and select shrubs, select tree demolition and disposal, removal of select picnic tables, new landscape plantings, new irrigation system, new compacted aggregate paths, landscape bed mulch areas, cedar mulch pet relief area, and rock groundcover area.

The Invitation to Bid package can be found at the following address: <http://itd.idaho.gov/business/> "Facility Bids" tab.

Idaho Transportation Department, 11331 W Chinden Blvd. Bld. 8, Boise, ID 83714  
Associated General Contractors, 1649 W Shoreline Dr., Ste. 100, Boise, ID 83702 (208) 344-2531  
<https://www.idahoagc.org/plan-room>

A pre-bid conference will be held on November 29, 2029, 10:00 a.m. at **7200 I-84 EB Mile Marker 1, Fruitland, ID 83619**. Bidders are encouraged to attend.

A bid bond or a certified or cashier's check in the amount of 5% of the total bid, including add alternates, is required.

Idaho Public Works license is required at the time of bid opening for all work on this project.

# **INSTRUCTIONS TO BIDDERS**

## **GENERAL PROVISIONS**

**DEFINITIONS:** Capitalized terms used in these Instructions to Bidders (“Instructions”) shall have the meaning given to them in the Idaho Transportation Department’s Fixed Price Construction Contract Between Owner and Contractor.

**HEADINGS:** Headings used in these Instructions are for convenience only.

**REJECTION OF BIDS, WAIVER OF INFORMALITIES OR CANCELLATION:** Prior to the effective date of a contract, the ITD Facility Program Manager of the Idaho Transportation Department shall have the right to accept or reject all bids, to waive any minor deviations/informalities or to cancel the bid.

**CONTRACT TIME:** The proposed scope of work is estimated to take no more than 180 consecutive calendar days. The contract time shall be 180 consecutive days unless modified by addendum. The owner reserves the right to modify contract time during contract negotiations if proper and reasonable evidence for contract modification has been presented to the owner. Proper and reasonable evidence may be material procurement delays, or anticipated weather delays. No other reasonable evidence may be accepted for contract time extension will be accepted, unless in the best interest of the Idaho Transportation Department.

**LIQUIDATED DAMAGES:** Liquidated damages of \$500.00 per day will be assessed if a contracted general contractor (prime) cannot perform the proposed scope of work within the listed contract time. The liquidated damages is based upon the owners inability to use the project site for future construction / use. The amount is based upon the anticipated cost incurred due to such delay.

**BID RECEIPT DATE:** All bid packets are to be received at the Idaho Transportation Department (ITD) (11331 W Chinden Blvd., Bld. 8, Boise, Idaho 83714.) in Boise, Idaho on or before 2:00 p.m. (MT) on Wednesday December 6<sup>th</sup>, 2023. Late bids will be rejected and considered invalid. It is the responsibility of the bidder to confirm receipt of bid prior to the bid date. Delays due to mail, traffic, unable to find the address, or delivery to the wrong address will not be reasons for acceptance. Contractor will be responsible for determining the exact location of bid receipt. Bids delivered to any other address or ITD office other than the one stated is not acceptable, and the bid will be determined as a non-conforming bid. Bids cannot be emailed. Bids will only be received in physical form by hand delivery, delivery service, or mail service. Bidder to note the bids due date time is Mountain Time Zone which is the local time in Boise, Idaho; even though the project site is in Pacific Time Zone.

**BID OPENING DATE:** Idaho Transportation Department will open acceptable bids on Wednesday December 6<sup>th</sup>, 2023 at 2:30 p.m. (MT). at the Idaho Transportation Department Headquarters (11331 W Chinden Blvd., Bld. 8, Boise, Idaho 83714.).

**ADVERTISEMENT FOR BID:** The advertisement for bid will be posted on Wednesday November 22, 2023, in the Idaho Statesman.

**BID DOCUMENT LOCATION:** The bid documents can be found at Idaho Transportation Departments Digital Plan Room at the following address [HTTP://ITD.idaho.gov/business/](http://ITD.idaho.gov/business/) “Facility Bids” Tab. All bid documents including project manual, project documents, and addendums will be posted to this plan room under the project name & number. Bid results will be posted to this location as well. The responsibility is on the bidder to use a complete set of bid documents to prepare its bid and neither the Owner nor the Architect and or Owner shall incur any liability for the bidder’s failure to do so. Bidders obtain no ownership interest or any use rights, except to use in preparation of their bid, by issuance of the bid documents.

**ORAL INFORMATION:** Questions concerning a bid must be directed in writing to the designated Design Professional (architect or engineer) no less than ten (10) calendar days before bids are due unless provided otherwise via an addendum. Oral information is not binding and any reliance by a bidder on any oral information or representation is at the bidder’s sole risk. Any information given a prospective bidder in response to a written

question will be provided to all prospective bidders by an addendum, if such information is necessary for purposes of submitting a bid or if failure to give such information would be prejudicial to uninformed bidders.

**PUBLIC RECORDS:** The Idaho Public Records Law, Title 74, Chapter 1, Idaho Code, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used or retained by a State or local agency regardless of the physical form or character. Unless exempted by the Public Records Law, your bid will be a public record subject to disclosure under the Public Records Law. Any questions regarding the applicability of the Public Records Law should be addressed to your legal counsel prior to submission.

**FORM OF AGREEMENT:** Unless otherwise specified in the bid documents, the agreement between the successful bidder and the Owner ("State of Idaho") shall be the Idaho Transportation Department's Fixed Price Construction Contract between Owner and Contractor.

**PRE-BID CONFERENCE:** An on-site pre-bid conference will be provided on Wednesday November 29<sup>th</sup>, 2023, at 10:30 am (MT) for site review, questions, and answers about the project. Attendance is not mandatory, but strongly encouraged for bidders to understand the site and scope of the project. Failure to account for all subjects observed and discussed at the pre-bid meeting will not be a cause for a change order. If a bidder cannot attend the pre-bid conference it is encouraged to visit the site on their own time to get firsthand knowledge of the existing field conditions, topography, and constraints. The site is open to the public. The bid documents are meant to show the project intent and are not meant to be a comprehensive representation of the existing site conditions and application of design intent.

**PERFORMANCE AND PAYMENT BONDS:** Performance bonds are required for all contracts with an estimated value of \$50,000 or more. Payment bonds are required for all projects where subcontractors are utilized.

When required, performance bond and payment bond, each in an amount of not less than one hundred percent (100%) of the Contract Price. The performance and payment bonds shall be AIA Document A312, 1984 or the most recent Edition, or a standard surety form certified approved to be the same as the AIA A312 form and shall be executed by a surety or sureties reasonably acceptable to the Owner and authorized to do business in the State of Idaho. Bonds must be provided within ten (10) calendar days following receipt of a Notice of Intent to Award.

## **BID SUBMISSION PROCESS**

**BID DOCUMENTS:** The bid documents are available from the Design Professional or as provided in the Invitation to Bid or advertisement for bids. The responsibility is on the bidder to use a complete set of bid documents to prepare its bid and neither the Owner nor the Design Professional shall incur any liability for the bidder's failure to do so. Bidders obtain no ownership interest or any use rights, except to use in preparation of their bid, by issuance of the bid documents.

Bidders and Sub-bidders shall field verify all dimensions pertaining to the Work and shall be responsible for the determination of all quantities of materials required for the completion of the Work. The bidder shall not rely on the scale drawings of the Bidding Documents in his determination of required materials quantities. No allowance shall be made for Bidder's failure to field-verify dimensions.

If a deposit is required, the deposit will be returned to a bidder returning the complete bid documents in good condition no more than twenty (20) days after a Notice of Intent is issued and the amount of any deposit returned may be reduced if the bid documents returned are not complete or are damaged. A bidder awarded a Contract may also keep the bid documents and any deposit will be returned.

**ADDENDA:** In the event it becomes necessary to revise any part of the bid documents, addenda will be issued. Information given to one bidder will be available to all other bidders if such information is necessary for purposes of submitting a bid or if failure to give such information would be prejudicial to uninformed bidders. It is the bidder's responsibility to check for addenda prior to submitting a bid. A bidder is required to acknowledge receipt of all

addenda by identifying the addenda numbers in the space provided on the bid proposal form. Failure to do so may result in the bid being declared non-responsive. No addenda will be issued less than four (4) calendar days before the closing date unless the bid closing date is extended.

**REVIEW:** It is the bidder's responsibility to review the bid documents and compare them as needed, including with regard to any other work that is or may be under construction that might affect the bidder or its work, to examine the site and local conditions and to report, in writing, any questions, errors, inconsistencies or ambiguities to the Design Professional.

**PRODUCTS SPECIFIED AND PROPOSED SUBSTITUTIONS:** Materials, products or equipment, if specified by name or manufacturer, establish the standard of quality required and that must be met by any proposed substitution. Requests for substitutions must be made in writing to the Design Professional no less than ten (10) calendar days prior to the bid closing unless provided otherwise via an addendum. Such requests must provide detailed information to allow the Design Professional to determine if the proposed substitution is acceptable, including drawings or performance or test data and a detailed statement of how the substitution would change any other part of the Work. It is the bidder's obligation to satisfy this requirement and the Design Professional's decision shall be final. To be allowed, substitutions must be approved in an addendum to the bid documents.

**BID FORM:** Bids must be submitted on the bid proposal forms, or copies of forms, furnished by the Owner or the design professional. Bids submitted must contain all original signatures in ink on the following forms:

- Bid Proposal Form
- Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace
- Bidder's Acknowledgment Statement
- Bid Bond (bid security)

The person signing the Bid Proposal Form must initial any and all changes appearing on any of the bid forms. If the bidder is a corporation or other legal entity, the bid forms must be signed by an authorized designee. Oral, telephonic, telegraphic, facsimile or other electronically transmitted bid forms and/or signatures will not be considered.

**BID PRICES:** The bid form may require bidders to submit bid prices for one (1) or more items on various bases, including lump sum base bid, lump sum bid alternate prices, unit prices or any combination thereof. Bid amounts shall be expressed in words and numbers. The amount in words shall prevail if there is a discrepancy.

**ALTERNATES:** If the solicitation includes alternate bid items or unit prices, failure to bid on the alternates or unit prices may disqualify the bid. If bidding on an alternate does not change the base bid, indicate by "No Change." If bidding on all items is not required by the Contract Documents, bidders must affirmatively indicate that they are not bidding on those items.

**TIME FOR SUBMISSION:** Bids must be submitted on or before the time specified in the advertisement for bids. Any bid submitted late will be rejected.

**SEALED ENVELOPE:** Bids shall be submitted in a sealed envelope with the following clearly printed on the outside of the envelope: the Project number and Project name; the name and address of the bidder; and a statement, such as "BID ENCLOSED" to indicate that it is a bid.

**MAILED BIDS:** When bids are mailed or shipped, the sealed envelope containing the bid shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. If mailed, the mailing envelope shall be addressed as follows:

**Idaho Transportation Department  
Jacob Jackson/Facility Management  
11331 W Chinden Blvd.,  
Bid. 8, Boise, Idaho 83714**

It is the bidder's responsibility to ensure that its bid is delivered to the place designated for receipt on or before the specified closing time. The Owner assumes no responsibility for delays in the delivery of mail by the U.S. Post Office or private couriers. Bidders should be advised the intra-state mail system may increase delivery time from arrival at Central Postal to the place designated for receipt and should plan accordingly. **LATE SUBMISSIONS WILL BE REJECTED, WILL NOT BE OPENED AND WILL BE RETURNED TO THE BIDDER. NO DEVIATIONS WILL BE ALLOWED.**

**BID CLOSING DECLARED:** Immediately prior to the bid opening, the Owner's representative will declare the official bid closing. Any part of a bid not received prior to the bid closing declared by the designated representative will not be considered and will be returned to the bidder unopened. All bids shall be taken under advisement.

**DRUG-FREE WORKPLACE:** Along with its bid, the bidder shall submit an affidavit certifying compliance with Title 72, Chapter 17, 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. The form of affidavit is attached.

**ILLEGAL ALIENS:** Bidder shall warrant that the bidder does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; bidder shall take steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties and/or termination of any Contract resulting from this bid.

**LEGAL RESIDENCY REQUIREMENT:** By submitting a bid, the bidder attests, under penalty of perjury, that he (the bidder) is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the bidder will be required to submit proof of lawful presence in the United States in accordance with §67-7903, Idaho Code.

**BIDDER'S ACKNOWLEDGEMENT STATEMENT:** The attached Bidder's Acknowledgement Statement must be completed and included or the bid may be found non-responsive.

**PUBLIC WORKS CONTRACTOR'S LICENSE:** This Project is not financed in whole or in part by federal funds. Bids will be accepted from those Contractors only (prime contractors, subcontractors and/or specialty contractors) who hold current licenses as public works contractors in the State of Idaho at the time of bid opening.

**WAGE RATES:** Bids shall be based on applicable wage determinations and labor standards established by the Secretary of Labor, United States Department of Labor.

**LABOR REQUIREMENTS:** This Project is subject to the provisions of Sections 44-1001 and 44-1002, Idaho Code, dealing with labor preference.

**IDAHO PREFERENCE LAW:** Section 67-2348, Idaho Code, requires the Idaho Transportation Department to apply a preference in determining which Contractor submitted the lowest responsible bid. If the Contractor who submitted the lowest dollar bid is domiciled in a state with a preference law that penalizes Idaho domiciled contractors, the Idaho Transportation Department must apply the preference law (percentage amount) of that domiciliary state to that Contractor's bid.

## **BID SECURITY**

**AMOUNT AND FORM OF SECURITY:** To be considered, bids must be accompanied by an acceptable bid security in an amount not less than five percent (5%) of the total amount of the bid, including additive alternates. The security may be in the form of a bond or a certified or cashier's check. A standard surety bid bond form meeting all the conditions of AIA Document A310 is acceptable and, if used, must include a certified and current copy of the power of attorney if the bond is executed by the attorney-in-fact on behalf of the surety.



**FORFEITURE:** A successful bidder who fails to sign the Contract for the Work or furnish the required bonds within ten (10) calendar days following the receipt of notice of intent to award a Contract is subject to forfeiture in accordance with Section 54-1904E, Idaho Code.

**RETENTION OF SECURITY:** Bid security shall be retained for no more than forty-five (45) calendar days after the opening of bids, so long as the bidder has not been notified of the acceptance of the bid.

## **BID WITHDRAWAL**

**PRIOR TO BID CLOSING:** If a bid has been submitted, it may be withdrawn in person by a bidder's authorized representative before the opening of the bids. A bidder's representative will be required to show identification and sign on a bid summary sheet before it will be released. After bid closing, no bid may be withdrawn except in strict accordance with these Instructions or applicable law.

## **BID MODIFICATION**

**PRIOR TO BID CLOSING:** If a bid has been submitted, it may be modified by the submission of a written document contained in a separate sealed envelope marked "Bid Modification from [Name of Bidder] for ITD Project No: FM32414, Snake River Rest Area." **THE DOCUMENT MODIFYING THE BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE SUBMITTING BIDDER. THE IDAHO TRANSPORTATION DEPARTMENT RESERVES THE RIGHT TO REQUIRE PRESENTATION OF EVIDENCE SATISFACTORY TO IT TO ESTABLISH THE AUTHORITY TO ACT ON BEHALF OF THE SUBMITTING BIDDER. NO OTHER FORM OF MODIFICATION (INCLUDING TELEPHONE, FACSIMILE OR ELECTRONIC MAIL) WILL BE ACCEPTED. AFTER BID CLOSING, NO BID MAY BE MODIFIED EXCEPT IN STRICT ACCORDANCE WITH THESE INSTRUCTIONS OR APPLICABLE LAW.**

## **RELIEF FROM BIDS**

**CONDITIONS FOR RELIEF:** Relief from bids is subject to Sections 54-1904B through 54-1904E, Idaho Code. In the event a bidder discovers a mistake in its bid following the bid opening and wishes to withdraw its bid, the bidder shall establish to the satisfaction of the Owner, pursuant to Section 54-1904C, Idaho Code, that a clerical or mathematical mistake was made; the bidder gave the public entity (Owner) written notice within five (5) calendar days after the opening of the bid of the mistake, specifying in the notice in detail how the mistake occurred; and the mistake was material.

**DETERMINATION:** If the Owner determines that the bidder has satisfied the requirements of Section 54-1904C, Idaho Code, to entitle it to relief from a bid because of a mistake, it shall prepare a report in writing to document the facts establishing the existence of each required element. The report shall be available for inspection as a public record and shall be filed with the public entity soliciting bids. A bidder claiming a mistake and satisfying all the required conditions of Section 54-1904C, Idaho Code, shall be entitled to relief from the bid and have any bid security returned by the Owner. Bidders not satisfying the conditions of Section 54-1904C, Idaho Code shall be subject to forfeiture in accordance with Section 54-1904B, Idaho Code. A bidder who claims a mistake or who forfeits its bid security shall be prohibited from participating in any re-bidding of that project on which the mistake was claimed or security forfeited and the Owner may award the Contract to the next lowest responsive and responsible bidder.

## **BIDDER'S REPRESENTATIONS**

**REPRESENTATIONS UPON SUBMITTING A BID:** By submitting its bid, a bidder represents and warrants the following:

1. The person signing the bid is authorized to bind the bidder;
2. It has all required licenses, permits or other authorizations necessary to submit its bid;

3. It has taken steps necessary to ascertain the nature and location of the Work and has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to: (i) conditions bearing upon transportation, disposal, handling and storage of materials; (ii) the availability of labor, water, natural gas, electric power and roads; (iii) uncertainties of weather, river stages or similar physical conditions at the site; (iv) the conformation and conditions of the ground; and (v) the character of equipment and facilities needed preliminary to and during the Work;
4. It has satisfied itself as to character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner as well as from the drawings and specifications provided as part of the bid package, and that any failure of the bidder to take such actions will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work;
5. It has received, read and reviewed the Contract, has submitted any questions in writing regarding the same and has received an answer to such questions;
6. Its bid is based upon the requirements of the Contract without exception;
7. It is in compliance with Title 72, Chapter 17, Idaho Code, regarding a drug-free workplace and has included the required affidavit regarding the same;
8. Its bid is in compliance with employment of persons authorized to work in the United States;
9. It will retain bid security and hold and honor all base bid prices for forty-five (45) calendar days from the date of bid opening, and cannot be withdrawn after the bid opening;
10. Its bid prices shown for each item on the bid proposal form include all labor, material, equipment, overhead and compensation to complete all of the Work for that item; and
11. It has included in its bid amount Idaho sales and/or use taxes on all materials and equipment and all other taxes imposed by law.

## **BID AWARD**

**AWARD METHOD:** Public works construction contracts for the State of Idaho are awarded to the "lowest responsible and responsive bidder." The low bidder, for purposes of award, shall be the responsible and responsive bidder offering the low aggregate amount for the base bid item, plus any additive or deductive bid alternates selected by the Owner, and within funds available as determined by the Owner. Award is also subject to the requirements of Idaho Code, including without limitation: Title 67, Chapter 57; Title 67, Chapter 23; Title 54, Chapter 19; and Title 44, Chapter 10. It is the bidder's responsibility to conform to **ALL** applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist bidders in meeting applicable requirements but is not exhaustive and the Owner will not be responsible for any failure by any bidder to meet applicable requirements.

**DETERMINATION OF RESPONSIBILITY:** The Owner reserves the right to make reasonable inquiry about or from the submitting bidder or from third parties to determine the responsibility of a submitting bidder. Such inquiry may include, but not be limited to, inquiry regarding experience and expertise related to the Project, manpower and other resources, financial stability, credit ratings, references, potential subcontractors and past performance. The unreasonable failure of a submitting bidder to promptly supply any requested information may result in a finding of non-responsibility.

**NOTICE OF EFFECTIVENESS:** No Contract is effective until the authorized Owner's official has signed the Contract and the Notice to Proceed has been issued. The bidder shall not provide any goods or render services until the Contract has been signed by the Administrator of the Idaho Transportation Department and the Contract has become effective. Furthermore, the Owner is in no way responsible for reimbursing the bidder for goods provided or services rendered prior to the signature of the authorized Division of Public Work's official and the arrival of the Notice to Proceed.

**INCURRING COSTS:** The Owner is not liable for any cost incurred by bidders prior to the Notice to Proceed.

**PRIOR ACCEPTANCE OF DEFECTIVE BIDS OR PROPOSALS:** The Owner generally will not completely review or analyze bids that appear to fail to comply with the requirements of the bid documents, nor will the Owner generally investigate the references or qualifications of those who submit such bids. Therefore, any

acknowledgment that the selection is complete shall not operate as a representation by the Owner that an unsuccessful bid was responsive, complete, sufficient or lawful in any respect.

**POST-AWARD SUBMITTALS:** Upon receipt of a Notice of Intent to Award, the apparent low responsive and responsible bidder shall provide documentation required in such Notice. Such Notice of Intent to Award shall generally require the bidder to return to the Owner, within ten (10) days of receipt, a signed Contract, all required bonds, proof of insurance and documentation required by the Idaho State Tax Commission (report and affidavit).

**OWNER'S RIGHT TO REJECT:** Prior to execution of the Contract, the Owner or Design Professional shall provide written notice of any reasonable objection to any person or entity proposed by the bidder. Upon receipt of such notice, the bidder may withdraw its bid, without forfeiture, or propose a substitute and identify any change in any bid amount caused by such substitution. The Owner may accept or reject the substitution or the adjusted price. If the Owner rejects the substitution or the adjusted price, it will return the bidder's bid guarantee.

### **BUILDING PERMIT**

**BUILDING PERMIT FEE:** Building permit fees are to be included in the project bid cost. The contractor is responsible for all permits. The only Permitting Jurisdiction for this project is: The State of Idaho Division of Building Safety (DBS). The owner has submitted the project to DBS and the plan check fee has been paid. It is the contractor's responsibility to include the cost in the bid to pick up and pay for all building permit fees, including, building, electrical, and site disturbance.

### **PROPERTY INSURANCE**

**"ALL RISK" BUILDERS INSURANCE:** The contractor shall include in their bid costs a Builders "All-risk" Insurance policy. The policy is to be held by the General Contractor with the owner and the property listed as additionally insured. The policy shall be in place for the duration of the project.

### **MATERIAL COST INCREASE & MATERIAL SCHEDULE DELAYS**

**MATERIAL DELAYS:** Delays as a result of unavoidable production or delivery times shall be cause for contract time extensions. Contract price will not be adjusted because of delayed material delivery. To extend the contract time, contractor shall submit documentation from the manufacture as proof of material lead times. Such documentation shall include but not be limited to, order receipt & confirmation with date, confirmation of shipment date, receipt of material receival.

**MATERIAL PRICES:** Material price increases because of unavoidable vendor supply cost increases shall be cause for contract amount increases. Contractor must prove to the owner that a material price had increased out of their control between the time of bid and the time of ordering the material. Evidence of such increases must be submitted to the owner and shall include but not limited to the following: original vendor bid with a date of on or before date of bid, order information with material cost at the time of ordering.

### ***END OF INSTRUCTIONS***

**BID PROPOSAL**

**TO:** STATE OF IDAHO

IDAHO TRANSPORTATION DEPARTMENT

To Whom it May Concern:

The Bidder, in compliance with your Invitation for Bids for the construction of FM32414, Snake River Rest Area having examined the bidding and Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to provide the service and insurance in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents.

Bidder hereby agrees to commence Work under this Contract on a date to be specified in the written "Notice to Proceed" of the Owner and to substantially complete the Project within (180days) consecutive calendar days thereafter, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day after the established substantial completion date or adjusted date as established by change order.

Bidder acknowledges receipt of Addenda No. \_\_\_\_\_  
(List all Addenda)

**BASE PROPOSAL:** Bidder agrees to perform all of the base proposal Work described in the specifications and shown on the plans for the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
*(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)*

Alternate No. 1: PET RELIEF AREA AND WASHED ROCK AS SHOWN ON THE DRAWINGS. BASE BID TO INCLUDE TREE IRRIGATION AND TREE REMOVAL ONLY IN THIS AREA.

Add the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Alternate No. 2: SHRUB PLANTINGS, SHRUB IRRIGATION, LANDSCAPE MULCH, AND COMPACTED GRAVEL PATHS. BASE BID TO INCLUDE SURFACE LAWN REMOVAL, TREE IRRIGATION, TREE REMOVAL AND LANDSCAPE MULCH ONLY.

Add the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good for a period of forty-five (45) calendar days after the scheduled opening time for receiving bids.

Upon receipt of written Notice of Intent to Award of this bid, Bidder will execute the formal Contract within ten (10) calendar days and deliver a Surety Bond or Bonds as required by paragraph "Performance and Payment Bonds" first page (ITB-1) of the Instructions to Bidders.

The bid security in the amount of five percent (5%) of the bid amount is to become the property of the Owner, in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The names and addresses of the entities who will perform the Work identified below, subject to approval of Owner and Architect, if Undersigned is awarded the Contract, are as follows:

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to the Fixed Price Construction Contract.

The undersigned notifies that it is of this date duly licensed as an Idaho Public Works Contractor and further that it possesses Idaho Public Works Contractor's License No. \_\_\_\_\_, and is domiciled in the State of \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(date) (month) (year)

Respectfully submitted by:

\_\_\_\_\_  
(Contractor's Name- Typed)

*SEAL*  
(Seal - if bid is by a corporation)

\_\_\_\_\_  
(Street or PO Address)

\_\_\_\_\_  
(City, State and zip code)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX Number)

\_\_\_\_\_  
(Email Address)

**Have you remembered to include bid security (bid bond or a certified or cashier's check), Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace and a signed copy of the Bidder's Acknowledgment Statement with your bid?**

**Execute and Submit with Bid**

**CONTRACTOR'S AFFIDAVIT  
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Pursuant to the Section 72-1717, Idaho Code, I, the undersigned, being duly sworn, depose and certify that \_\_\_\_\_ is in compliance with the provisions of Section 72-1717, Idaho Code; that \_\_\_\_\_ provides a drug-free workplace program that complies with the provisions of Title 72, Chapter 17, Idaho Code, and will maintain such program throughout the life of a state construction contract; and that \_\_\_\_\_ shall subcontract Work only to subcontractors meeting the requirements of Section 72-1717(1)(a), Idaho Code.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

By: \_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

**FAILURE TO EXECUTE THIS AFFIDAVIT AND SUBMIT IT ALONG WITH YOUR BID SHALL MAKE YOUR BID NON-RESPONSIVE.**

**Execute and Submit with Bid**

**BIDDER'S ACKNOWLEDGMENT STATEMENT**

**NOTE: THE INFORMATION CONTAINED HEREIN IS A SUMMARY OF VITAL CONTRACT PROVISIONS AND DOES NOT CHANGE THE CONTRACT DOCUMENTS THAT WILL GOVERN THIS PROJECT.**

Project number: FM32414, Snake River Rest Area

By submitting a bid for this Project, the undersigned bidder agrees that, if awarded the Contract for construction, Contractor will conform to all conditions and requirements of the Contract, including but not limited to:

- Contractor agrees to comply with conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code, requiring the employment of ninety-five percent (95%) bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to work in the United States.
- Contractor will substantially complete the Work within the time stated in the Contract Documents, or as modified by Change Order(s).
- If the Contractor fails to substantially complete the Project within the time stated in the Contract Documents, or as modified by Change Order, the Contractor agrees that the Owner may deduct from the Contract amount liquidated damages in the amount per calendar day, indicated in the Contract Documents, times the number of calendar days until the Project is Substantially Complete, as defined in the Contract Documents and as determined by the Design Professional.
- The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.11 of the Fixed Price Construction Contract between Owner and Contractor.
  1. For total changes 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
  2. 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.
- The Contractor agrees that Change Orders are governed by the Fixed Price Construction Contract between Owner and Contractor General Conditions of the Contract for Construction including as follows:
  1. By the execution of a Change Order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in Work which is the subject of the Change Order and that it has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may, to any extent, affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reason of any conditions affecting the change in Work addressed by the Change Order that could have reasonably been discovered or disclosed by the Contractor's examination.
  2. Any Change Order fully executed by the Owner, Contractor and Design Professional, including but not limited to, a Change Order arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including but not limited to, all direct and consequential costs associated with such change and any and all adjustments to the Contract Price and Contract Time. In the event a Change Order increases the Contract Price, the Contractor shall include the Work covered by such Change Order in the Application for Payment as if such Work was originally part of the Project and Contract Documents.

- **Certification Concerning Boycott of Israel.** Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

**FAILURE TO EXECUTE THIS ACKNOWLEDGMENT MAY MAKE YOUR BID NON-RESPONSIVE.**

I, \_\_\_\_\_, being duly authorized to bind the (type or print name of individual)

bidder, \_\_\_\_\_, does hereby certify that I have fully read (type or print name of company) and understand this document and that it highlights certain parts of the Contract that will be entered between the parties and that will govern this Project.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF BIDDER'S ACKNOWLEDGMENT STATEMENT**