



IDAHO TRANSPORTATION DEPARTMENT (ITD)
INVITATION TO BID (ITB)
REQUISITION # B607900S

DISTRICT 2 – COUNTY AND COW PALACE BUILDING SALVAGE AND SITE CLEANUP

February 7, 2012

ALL sealed bids must be received by 5:00 PM MDT on March 6, 2012. Sealed bids will be opened at 10:30 AM MDT on March 7, 2012 at Business and Support Management, Purchasing Unit, at 3311 West State Street in Boise. The scope of work consists of furnishing all labor, equipment, supplies, tools, and materials required for building Salvage and site cleanup within the yard in accordance with the plans and Special Provisions contained herein.

Public Works Licensing IS Required
MANDATORY PRE-BID MEETING
February 22, 2012 @ 1:00 PM Pacific Time
2600 Frontage Road, Lewiston, ID 83501

ALL QUESTIONS MUST BE RECEIVED NO LATER THAN February 24, 2012 AT 5:00 PM MDT

All questions relating to **BID SPECIFICATIONS** **MUST BE EMAILED TO:** jason.williamson@itd.idaho.gov

Contact Jason Williamson, Grants/Contracts Operations Analyst, for clarification of bid requirements at (208) 334-8081.

FOR BID UPDATES, ADDENDUMS, BID RESULTS, OR POTENTIAL PLAN HOLDERS LIST, go to:
<http://itd.idaho.gov> "Doing Business with ITD", "ITD Goods and Services"

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:

<p>Vendor Name: _____</p> <p>Bid Close Date: March 6, 2012 5:00 PM MDT</p> <p>Bid Open Date: March 7, 2012 10:30 AM MDT</p> <p>Item Bidding: DISTRICT 2 – COUNTY AND COW PALACE BUILDING SALVAGE AND SITE CLEANUP</p>

Mailing Address

Idaho Transportation Department
Business & Support Management - Purchasing Unit
3311 W. State St. (P.O. Box 7129)
Boise, ID 83703 (83707-1129)

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APPENDICES:

- SIGNATURE PAGE
- BID SCHEDULE
- CONTRACTOR’S AFFIDAVIT – ALCOHOL AND DRUG FREE WORKPLACE
- CONTRACTOR’S AFFIDAVIT – ILLEGAL ALIENS
- SUBCONTRACTORS FORM
- CONTRACTOR’S RESPONSIBILITY PAGE
- POTENTIAL BIDDERS LIST

ATTACHMENTS:

- ASBESTOS SURVEY

1. GENERAL INFORMATION

1.1 SCHEDULE OF EVENTS

ITB Release Date:	2/7/12
Mandatory Pre-Bid Meeting	2/22/12
Questions Due:	2/24/12
Bid Closing Date:	3/6/12
Bid Opening Date:	3/7/12

1.2 PURPOSE

The purpose of this ITB is to solicit sealed bids to establish a contract between the Idaho Transportation Department (ITD) and a Contractor, for the Salvage of two (2) buildings within the headquarters yard located at 2600 Frontage Road, Lewiston, Idaho 83501.

1.3 SUMMARY SCOPE OF WORK

The scope of work on this project consists of furnishing all labor, equipment, supplies, tools, and materials required for building Salvage and site cleanup within the yard as described in herein. The contractor shall provide a fully equipped, trained, and knowledgeable staff, with adequate and proper tools and equipment, to perform the work in a professional and efficient manner. All work shall be completed within 60 calendar days. Liquidated damages for late completion shall apply.

1.4 MANDATORY PRE-BID MEETING

Before submitting a bid to the State, bidders must attend a Pre-Bid Walk-Through at the site where the service is to be performed and fully inform themselves of all conditions and

limitations. Participation shall be MANDATORY for Contractors intending to submit bids; bids will not be accepted from those Contractors who fail to attend. The Mandatory Walk-Through will be held on February 22, 2012 at 1:00 PM Pacific Time. The meeting will be held at 2600 Frontage Road, Lewiston, ID 83501.

1.5 PRE-CONSTRUCTION CONFERENCE

After the contract has been awarded and before work commences the contractor shall meet with the Engineer and or his representative to discuss the contract terms and work performance requirements. The meeting shall be held a minimum of seven (7) calendar days before the work commences.

The District 2 TSEA is Mike Ponzoso, (208) 799-5090.

1.6 USE TAX

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

Bidders are advised to consult Section 63-3609, Idaho Code, and IDAPA 35, Title 01, Chapter 02, Sales Tax Administrative Rule 012, "Contractors Improving Real Property", and Rule 013, "Road and Paving Contractors", or contact the Idaho State Tax Commission for guidance. (Telephone No (208) 334-7691).

1.7 PERMITS

All permits shall be obtained by the Idaho Transportation Department.

1.8 PUBLIC WORKS LICENSING

Public Works License Type 3 – Building Construction or Type 4 – Specialty Construction Category #02220 is required for this project. The definition (#02220) is a specialty contractor whose primary business includes the ability and expertise to demolish all types of buildings or structures and to remove all of such buildings or structures from the premises; and maintain the premises surrounding demolition site safely for the passing public.

2. CONSTRUCTION SPECIAL PROVISIONS

2.1 CONTRACTOR'S NOTES

The Contractor shall be responsible to maintain the properties and on-site improvements to be removed. The Contractor shall take all needed measures to prevent unauthorized use of the site improvements, and shall be responsible to protect buildings and on-site improvements against vandalism, theft, fire, and any other detrimental actions.

It is intended that the condition of all site improvements at the time of bidding will remain unchanged to the time of the award of the contract, but the State assumes no responsibility for any changes not caused by acts of the State. All on-site improvements and all contents shall become the property of the Contractor, in the condition prevailing at the time of awarding of the contract. The Contractor shall dispose of all materials not salvaged according to all applicable Federal, State and County laws and according to the conditions set forth in the project documents.

All materials salvaged by the Contractor may be stored on the site in Engineer approved locations for no longer than 14 calendar days. All materials (salvageable or not) shall be removed from the site by the date specified for the completion of this contract.

The contractor shall take special care to insure that no unnecessary disruptions or normal routines will occur at the project work site. Access to and egress from buildings, grounds, services areas, drives, and streets shall be maintained at all times. Temporary disruptions of building services, equipment, etc. shall be scheduled with ITD. Normal functions shall be restored as quickly as possible.

2.2 RIGHT OF WAY ACCESS

Access to and from the right-of-way shall occur at existing public road connections and existing approaches only, unless otherwise shown on the plans.

2.3 BUILDING – SITE CLEANUP

Trees, shrubbery, grass, and other vegetative ground cover outside the right-of-way shall be preserved and protected from damage, and the Contractor will be held responsible for any damage thereto resulting from construction operations. All vegetative and ground cover not required to be graded, shall be preserved and protected as directed.

The approach(s) used by the Contractor to access property will be graded and aggregate base material placed as directed by the Engineer to mitigate “track out” onto public roads. Any “track out” that does occur will be promptly removed by the Contractor at no expense to ITD. Damage to adjoining real property, due to Contractor’s operations, or due to failure to take necessary precautions, shall be repaired and paid for by the Contractor, to the satisfaction of the Engineer. There will be no separate or additional payment for such precautions and it is understood that the cost is included in the unit price amount bid for the excavation of the work to be done under this contract.

2.4 EXCESS MATERIALS SITE

All excess or unsuitable material removed from the project shall become the property of the Contractor.

It shall be the responsibility of the Contractor to furnish a site for the disposal of excess or unsuitable materials. All excess material sites shall be approved by the Engineer. No separate payment will be made for the acquisition or operation of the sites, nor for loading and hauling of the materials to the site.

2.5 PROPERTY LINE FENCING

It shall be the responsibility of the Contractor to retain and protect all property line fences common to properties adjacent to the removal sites. If it is necessary to remove a fence to move a structure, the fencing shall be immediately replaced following the removal of the structure. Temporary fencing to maintain a secure area will be the responsibility of the Idaho Transportation Department, and must be coordinated with Mike Ponzoso, Fleet/Structures Manager (208-799-5090), prior to removal of buildings.

2.6 REMOVAL AND DISPOSAL OF HAZARDOUS MATERIALS

An asbestos inspection of each parcel has been performed and is detailed in Appendix A – Building Hazard Evaluation Report (BHER). No asbestos removal will be necessary.

2.7 SALVAGE

The Contractor shall provide the Engineer a seven (7) calendar day notification, prior to the commencement of Salvage work. Salvage operations shall be limited to the work area shown on the plans, with all other areas within the property parcels, not specifically identified as requiring removal, being retained and protected.

Slash piles shall be included in the removal and disposal of building Salvage, as directed by the engineer. Buildings, or any portion thereof, cannot be burned as a method of removal.

Materials - All materials shall become the property of the Contractor and may be disposed of in such a manner as he may elect, subject to the conditions set forth in the following requirements. The Contractor may temporarily store salvaged material on-site, in approved locations, but not beyond the date specified for completion of this contract.

All materials not salvaged shall be disposed of in an approved solid waste facility.

Construction Requirements - The Contractor shall remove the buildings, demolish, remove, and dispose of the structures and clean up the site in accordance with the requirements set forth in the following:

1. Disposal of Wood and Other Combustible Material. Wood and other combustible material must be hauled from the site. Contractor shall comply with all the local and State of Idaho regulations pertaining thereto. The off site location must be satisfactory to the State before the date specified for the completion of this contract.
2. Disposal of Non-combustible Material. Plaster, wallboard, pipe, plumbing, railroad rails, metal fences, piping and all other similar material which is not combustible and objectionable, shall be disposed of at a Contractor furnished waste site off the limits of the project at locations satisfactory to the Idaho Transportation Department.
3. General Requirements for Clearing. It is intended that the condition of all site improvements at the time of bidding will remain unchanged to the time of the award of the contract, but the State will not assume responsibility for any changes not caused by acts of the State. All on-site improvements and all contents shall become the property of the Contractor, in the condition prevailing at the time of awarding the contract.
4. Extent of Removal. Said removal shall include the removal and disposal of buildings, signs, and on-site improvements identified during the mandatory site walk-through; including slash piles, dirt, all boards, timbers, metal, rubbish, litter, and debris shall be removed as directed by the Engineer.
Caution will be taken by the Contractor during the removal work because of water, gas, electric, and other utility lines being in the area.
5. Noise Abatement. The Contractor shall comply with all State, County, or City ordinances and regulations relative to noise abatement.
6. Site Cleanup Protection of Adjacent Property. The Contractor shall use extreme care and caution in the performance of Salvage work on buildings that are adjacent

to buildings, structures, or other properties not otherwise involved in the work to be done under this contract.

7. Hauling Operation Subject to City, County and State Regulations and Permits. The Contractor is advised that his hauling operations involving the crossing or traversing of City, County and State streets and roads are subject to regulations and conditions prescribed by said governmental units. It shall be incumbent upon the Contractor to ascertain from the City, County and State, acting jointly by and through City, County and State Engineers, what regulations and conditions are to be imposed upon the Contractor's hauling operations and to obtain necessary permits from said City, County and State officials prior to commencement of said hauling operations.
8. Final Cleanup. The Contractor shall cleanup and remove or otherwise satisfactorily dispose of all trash, rubbish, slash piles, and other debris left at the sites resulting from the Contractor's operations. These materials shall be disposed of at an approved solid waste facility.

2.8 UTILITY FACILITIES

Buried Utilities owned by the State may be located within the project limits. The Contractor will be responsible for all Utility locate prior to beginning of work.

Utilities of Adjacent Property

It shall be the responsibility of the Contractor to Retain and Protect all utilities servicing properties adjacent to the removal sites. Any damage to utilities or any utility system due to the Contractor's operation, or due to the failure to take necessary precautions, shall be repaired and paid for by the Contractor, to the satisfaction of the Engineer, the affected utility company and other applicable public agencies. There will be no separate or additional payment for such precautions and it is understood that the cost is included in the unit price amount bid for the execution of the work to be done under this contract.

3. SPECIAL PROVISION BID ITEMS

3.1 SALVAGE, COUNTY BUILDING NUMBER B2214

THIS BUILDING IS TO BE COMPLETED FIRST. ACCEPTANCE OF THIS BUILDING SHALL BE COMPLETE BEFORE THE COW PALACE BUILDING SALVAGE SHALL PROCEED.

Description: This item consists of providing all labor, materials, and equipment necessary for building removal.

Building size is approximately forty (40) feet x one-hundred twenty (120) feet.

Asbestos survey has been completed, see Appendix A – Building Hazard Evaluation Report (BHER).

Power has been disconnected.

No water or plumbing to building.

Method of Measurement: Measurement shall be by the lump sum for the work described herein– Salvage – County Building # B2214

Basis of Payment: Payment for accepted work will be made as follows:

Pay Item	Pay Unit
Salvage – County Building # B2214	Lump Sum

No separate measurement and payment will be made for haul of waste materials, solid waste facility tipping fees, local agency building department fees, inspections, or other miscellaneous costs. These costs shall be considered incidental to this pay item.

3.2 SALVAGE, COW PALACE, no building number

THIS BUILDING IS TO BE COMPLETED ONLY AFTER COUNTY BUILDING HAS BEEN COMPLETELY REMOVED AND ALL MATERIAL HAS BEEN REMOVED FROM ITS SITE.

Description: This item consists of providing all labor, materials, and equipment necessary for building removal.

Building size is approximately fifty (50) feet x one-hundred twenty (120) feet.

Construction material: Steel

Power has been disconnected.

No water or plumbing to building.

Method of Measurement: Measurement shall be by the lump sum for the work described herein— Salvage – Cow Palace, no building number.

Basis of Payment: Payment for accepted work will be made as follows:

Pay Item	Pay Unit
Salvage – Cow Palace, no building number	Lump Sum

No separate measurement and payment will be made for haul of waste materials, solid waste facility tipping fees, local agency building department fees, inspections, or other miscellaneous costs. These types of costs shall be considered incidental to this pay item.

4. BID GUIDELINES

4.1 INFORMATION GIVEN PRIOR TO AWARD

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

4.2 PERFORMANCE

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

4.3 BIDDING REQUIREMENTS AND CONDITIONS

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

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

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

4.4 IRREGULAR BIDS

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

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

4.5 DISQUALIFICATION OF BIDDERS

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

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

4.6 BID GUARANTY (Five Percent Bid Bond)

No bid will be considered unless accompanied by a 5% Bid Bond of the character and in an amount not less than the amount indicated on the Bid.

Bid Bonds shall be submitted on the most current version of The American Institute of Architects (AIA) Document 310, signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond.

Guarantees submitted via any other obligation **WILL NOT** be considered and the bid will be rejected.

4.7 RETURN OF BID GUARANTY (Five Percent Bid Bond)

Bid guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the bids. The retained bid guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

4.8 SURETY BOND REQUIREMENTS (Performance and Payment Bonds)

The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of \$50,000.00, in accordance with applicable Idaho Law.

Performance and Payment Bonds shall be submitted on the most current version of The American Institute of Architects (AIA) Document 312, signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond.

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

4.9 CONSIDERATION OF BID

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available <http://itd.idaho.gov> 'Doing Business with ITD', 'Bid and Contract Information', 'ITD Goods and Services'. The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

4.10 BIDDER CHALLENGE TO DEPARTMENT DETERMINATION

A bidder who did not submit the lowest responsible bid as determined by the Department may within five (5) calendar days of bid opening file a written application to challenge the Department's determination of the lowest responsible bidder and apply to the Department's chief engineer for the appointment of a hearing officer to hold a contest case hearing. The application shall set forth in specific terms the reasons why the Department's decision is thought to be erroneous.

4.11 EXECUTION / AWARD OF THE CONTRACT

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

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

4.12 FAILURE TO EXECUTE CONTRACT

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

5. TERMS AND CONDITIONS

5.1 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

The Standard Specifications for Highway Construction (ITD 2004), the most current Supplemental Specifications, the most current Quality Assurance Manual, the QA Special Provisions are incorporated by reference where applicable to this contract. The Idaho Transportation Department's Standard Specifications for Highway Construction manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department at 334-8430 to purchase, or visit: <http://itd.idaho.gov/>, click on Publications, Highways, Specifications Manual to download a PDF version with the most current Supplements.

5.2 CONTRACT ADMINISTRATION

Unless otherwise modified by this Invitation to Bid, the contract and work for the project shall be administered in accordance with ITD's 2004 Standard Specifications for Highway Construction. The most current version of ITD's Supplemental Specifications to the 2004 Standard Specifications shall also apply

5.3 CONTRACT AWARD

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

5.4 LIQUIDATED DAMAGES

Once work commences, all work shall be done in a time-frame of 60 calendar days.

The amount of Liquidated Damages for failure to complete the work required on time will be \$100.00 per working day. At no time will the total amount of liquidated damages exceed \$100.00 per working day. Note: Working day shall be defined in Subsection 101.02 of the Idaho Standard Specifications for Highway Construction, 2004 Edition.

It will be the responsibility of the Contractor to furnish sufficient equipment and personnel to perform all duties described in the specifications without additional cost to the State.

5.5 PAYMENT REQUIREMENTS

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

5.6 CHANGES

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

5.7 CLAIMS FOR ADJUSTMENT AND DISPUTES

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

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

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

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

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

5.8 FORCE MAJEURE

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

5.9 COMPLIANCE

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 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 Termination section.

If the District Engineer 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.

5.10 DEFAULT AND TERMINATION OF CONTRACT

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

5.11 TERMINATION FOR CONVENIENCE OF THE STATE

The performance of work under this contract may be terminated by the state in accordance with this subsection in whole, or from time to time in part, whenever it shall be determined

that such termination is in the best interest of the state. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

5.12 APPROPRIATION BY LEGISLATURE REQUIRED

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

5.13 INDEMNIFICATION

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

5.14 SAVE HARMLESS

The Contractor shall exonerate, indemnify, and hold the Department harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security,

workman's compensation, and income tax laws with respect to the Contractor or the Contractor's employees engaged in the performance of this Agreement.

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

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

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

5.15 ALCOHOL AND 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.

5.16 ILLEGAL ALIENS

Contractor warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes 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 up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

5.17 INSURANCE REQUIREMENTS

The Contractor shall carry such public liability and property damage insurance that will protect them 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 shall not commence work under the contract until he 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 will keep in force all required insurance until the contract is terminated.

1. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall 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).

2. Business Automobile and Umbrella Liability Insurance

Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

3. Workers Compensation Insurance and Employer's Liability

Worker's Compensation. The CONTRACTOR and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho 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 Industrial Commission.

Employer's Liability: This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

Additional Requirements:

State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

Notice of Cancellation or Change: The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without thirty (30) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall 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, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

IDAHO TRANSPORTATION DEPARTMENT

SIGNATURE PAGE

Idaho Transportation Department
Business & Support Management – Purchasing Unit
3311 W. State St. (P.O. Box 7129)
Boise, ID 83703 (83707-1129)

This response is submitted in accordance with all documents and provisions of the specified Requisition Number and Title detailed above. By my signature below, I accept the terms and conditions as incorporated into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Contractor.

Taxpayer Identification #

Public Works License # (If Req'd)

Company Name

State of Domicile

Mailing Address

City, State, & Zip

Phone

Fax

Email

Authorized Signature

Date

Printed Name

BY SIGNING, CONTRACTOR ACKNOWLEDGES HE/SHE WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.

If **not domiciled** in the State of Idaho, please provide an address where business is conducted in the State of Idaho, if applicable:

Mailing Address

City, State, & Zip

Phone

Fax

THIS PAGE MUST BE SIGNED IN BLUE INK & RETURNED WITH YOUR BID

BID SCHEDULE

BIDDER: _____

The bid item shall be filled in completely by the bidder in the bid schedule, by indicating total dollars and cents under the Total Amount Bid. All costs, including hourly rates will be included here and will be fully burdened to include; but not limited to, wages, transportation, lodging, overhead, and per-diem.

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

All figures should be written in ink or typed. Penciled entries will not be accepted; bids will be considered irregular and rejected.

ITEM NO.	UNIT	DESCRIPTION	AMOUNT BID
1	LUMP SUM	SALVAGE, COUNTY BUILDING #B2214	
2	LUMP SUM	SALVAGE, COW PALACE	
TOTAL AMOUNT BID			

AWARD TO BE ALL "OR NONE"

THIS PAGE MUST BE SIGNED IN BLUE INK & RETURNED WITH YOUR BID

Signature _____ Date _____

CONTRACTOR'S AFFIDAVIT

CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

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 _____ shall 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

CONTRACTOR'S AFFIDAVIT

CONCERNING ILLEGAL ALIENS

http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html

STATE OF _____

COUNTY OF _____

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

complies with the provisions of Idaho Executive Order 2009-10 (Establishing a Policy for All State Agencies Concerning Public Funds); that _____ substantiates that all
(Contractor Name)

employees providing services or involved in any way on projects funded directly by or assisted in whole or part by state funds or federal stimulus dollars can legally work in the United States and complies with the provisions of Idaho Executive Order 2009-10 and will maintain such throughout the life of this contract and that _____ shall subcontract work only to subcontractors
(Contractor Name)

meeting the requirements of Idaho Executive Order 2009-10. Any misrepresentation 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 up to five percent (5%) of the contract price, per violation, and/or termination of the contract.

Name of Contractor

Address

By: _____
(Signature)

City and State

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

Commission expires: _____

NOTARY PUBLIC, residing at

CONTRACTOR'S RESPONSIBILITY

FOR SEALED BIDS:

ALL DOCUMENTS APPLICABLE AT TIME OF BID must be signed **IN BLUE INK**, dated, and returned with your bid documents to allow your bid to be considered. Documents not returned **WILL** result in a non-responsive bid.

DISCLAIMER: All required documents may or may not be listed. It is the Contractor's responsibility to review all documents and return as specified.

- 1) **Signature Page**
 - Contractor's License Number(s) must be inserted
 - Page must be signed with an original signature
- 2) **Bid Schedule** must be completed and signed with an original signature
- 3) **Contractor's Affidavit Concerning Alcohol and Drug Free Workplace**
- 4) **Contractor's Affidavit Concerning Illegal Aliens**
- 5) **Subcontractor's Form (if required)**
- 6) A 5% Bidders Bond **(if required)**
- 7) **All Addenda** Must be Signed and returned with your Bid Documents. It is the Bidder's responsibility to verify if an addendum was issued.
- 8) **ALL BIDS** must be submitted in a sealed envelope with the Vendor's Name, Bid Open Date, and Project Name clearly marked on the outside of the envelope.

NO BID ADJUSTMENTS WILL BE ACCEPTED: Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.

POTENTIAL BIDDERS LIST

<p>M.L. ALBRIGHT & SONS ATTN: DOUG SMITH P.O. BOX 603 LEWISTON, ID 83501 208-743-2100/208-743-2166 FAX DOUGS@MLALBRIGHT.COM</p>	<p>GOLIS CONSTRUCTION INC. ATTN: TOM GOLIS 2272 N HWY 95 MOSCOW ID 83843 208-863-9070 TGOLIS@GOLISCONST.COM</p>
<p>IDAHO STAGE ATTN: BARRY & CRAIG ROARK 1083 SELWAY ROAD KOOSKIA, ID 83539 208-926-4668/208-926-4344 FAX IDAHOSTAGE@WILDBLUE.NET CRAIG.ROARK@GMAIL.COM</p>	<p>KENASTON CORPORATION 2517 MAIN STREET LEWISTON, ID 83501 208-746-1351/208-746-1937 FAX STANATA@KENASTON.COM RHEWETT@KENASTON.COM</p>
<p>CMEC ATTN: TOM PEETS 1101 WEST GRANGE POST FALLS, ID 83858 208-773-5226/773-2949 FAX TOM@CMEC-INC.COM</p>	<p>S & W CONSTRUCTION 1621 HEMLOCK AVENUE LEWISTON, ID 83501 SWCON@QWESTOFFICE.NET BOOT@CABLEONE.NET</p>
<p>DAN REED CONSTRUCTION 517 LINDEN DR LEWISTON, ID 83501 208-746-7181 IR50DANREED@CABLEONE.NET</p>	<p>SCHWARTZ CONSTRUCTION ATTN: JERRY SCHWARTZ 711 MAPLE STREET GRANGEVILLE, ID 83530 208-507-0149/208-983-1490 FAX BUILERBLACK@GMAIL.COM</p>
<p>A & R CONSTRUCTION 2037 2ND AVENUE LEWISTON, ID 83501 208-746-3394/208-746-4857 FAX MYRNADOVER@LEWISTON.COM</p>	<p>LEE WOODS 64 WOODS LANE GRANGEVILLE, IDAHO 83530 PHONE: 208-983-2208</p>
<p>QUALITY CONTRACTORS, LLC 1311 BRUSH CREEK RD DEARY, ID 83823 PH: 208.596.1814 FAX: 208.298.3852 john@quality-contractors.com</p>	<p>CREA CONSTRUCTION P.O. BOX 833 LEWISTON, ID 83501 208-746-3072/208-746-2091 FAX KARL@CREACONSTRUCTION.NET</p>
<p>HOLCOMB CONSTRUCTION 109 N. COLLEGE GRANGEVILLE, ID 83530 PHONE: 208.983.1942 FAX: 208-983-0594</p>	<p>ARNZEN BUILDING CONSTRUCTION, INC PO BOX 447 COTTONWOOD, ID 83522 208-962-3903/208-962-3120 FAX</p>