



POCATELLO/CHUBBUCK SCHOOL DISTRICT 25

LEARNING TODAY FOR THE POSSIBILITIES OF TOMORROW

**Administration Office
3115 Pole Line Road
Pocatello, Idaho**

INVITATION TO BID

SPECIFICATIONS FOR

Track Removal and Field Improvements

Alameda Middle School

BIDS WITH CONDITIONS WILL NOT BE ACCEPTED

BID OPENING

**April 7, 2022
10:00 AM**



POCATELLO/CHUBBUCK SCHOOL DISTRICT 25

LEARNING TODAY FOR THE POSSIBILITIES OF TOMORROW

School District No. 25 INVITATION TO BID

Sealed bids will be received by the School District 25 Business Office, Bannock County, Idaho at 3115 Pole Line Road, Pocatello, Idaho, 83201 until 10:00 AM on April 7, 2022 for the following:

2022 Track Removal and Field Improvements

A **mandatory pre-bid conference** and walk-thru to review the projects will be held at Alameda Middle School, east of the football field, 845 McKinley Ave, Pocatello, Idaho, on March 30, 2022 at 1:00 PM.

Specifications or additional details, (including bid forms), may be secured at 3115 Pole Line Road, Pocatello, Idaho, 83201 or by calling (208) 235-3270. All bids must be on the forms furnished, all blank spaces filled in, and signed with the name and address of the Bidder. No unqualified bids will be read

Each bid shall be accompanied by a certified check, cashier's check, or a bidder's bond, (executed by a qualified surety company with the power to do business in the State of Idaho) in the sum of not less than five percent (5%) of the total bid, made payable to School District No. 25, Bannock County, Pocatello, Idaho. This surety shall be forfeited by the bidder in the event of failure to enter into a contract. Personal or company checks will not be accepted. Compliance with Idaho Public Works Law is required.

The Board of Trustees reserves the right to reject any or all bids or to waive any informalities, or to accept the bid or bids deemed best for School District No. 25, Bannock County, Pocatello, Idaho.

Renae Johnson, Clerk
School District No. 25

Publish dates:

March 13, 2022

March 20, 2022

IDAHO STATE JOURNAL

INSTRUCTIONS TO BIDDERS

BIDS:

Sealed bids will be received on or before the time and date set forth under Invitation to Bid.

The owner reserves the right to accept or reject any part or all bids.

Bidders submitting a Bid on this work will be required to figure and furnish everything as called for by these specifications and the requirements of the Bid Proposal Sheet.

Sealed bids will be received by the School District 25 Business Office, Bannock County, Idaho at 3115 Pole Line Road, Pocatello, Idaho, 83201. The following shall be written on the exterior of the envelope:

“BIDS FOR TRACK REMOVAL & FIELD IMPROVEMENTS
TO BE OPENED ON APRIL 7, 2022 AT 10:00 AM

Bids not delivered by contractors at time of bid opening must be received in mail no later than 4:00 PM on April 6, 2022, the day before the bid opening.

EXAMINATION OF THE SITE AND DOCUMENTS:

Refer all questions to Jonathan Balls, Director of Business Operations, 208-233-3212. Contact with other district staff, Board of Trustees, or Administration, will be by written permission only.

A mandatory pre-bid conference and walk-thru to review the projects will be held at Alameda Middle School, east side of the football field, 845 McKinley Ave, Pocatello, Idaho, on March 30, 2022 at 1:00 PM.

Before submitting a proposal the bidder shall:

1. Carefully examine the specifications.
2. Visit the worksite.
3. Be fully informed of existing conditions and limitations.
4. Include in the bid, sums sufficient to cover all items required by the contract, and shall rely entirely upon his own examinations in making his proposal.

INTERPRETATIONS:

Should a bidder find discrepancies in or omissions from the specifications, or be in doubt as to their meaning, he should at once notify the Owner, who will send written instructions or addenda to all bidders. The owner will not be responsible for oral interpretations. Questions received less than 48 hours before time for bid opening cannot be answered. All addenda issued during the time of bidding will be incorporated in the contract.

BID GUARANTEE:

As a guarantee that, if awarded the contract, the bidder will execute same and furnish bond. Each bid will be accompanied by a Certified check, Cashier's Check, or Bid Bond for not less than five percent (5%) of the base bid payable to the Owner. NO PERSONAL OR COMPANY CHECKS WILL BE ACCEPTED.

OBJECTIONS:

Written objections to specifications or bid procedures must be received by the clerk, secretary, or other authorized official of the District at least one (1) business day before the date and time upon which bids are scheduled to be received, per Idaho Code Section 68-2806(c).

LAWS AND ORDINANCES:

The contractor hereby binds himself to protect and save harmless the owner from all damages arising from the violation of any and all Federal, State, County, City, and all other laws, rules, regulations, in the performance of the terms of the contract.

HOLD HARMLESS AGREEMENTS:

The District expects your work to conform to professional standards. The contractor is expected to hold the District harmless for all damages or claims arising out of the work performed by the contractor. The District will not agree to hold the contractor harmless for damages or claims.

EQUIPMENT:

The contractor shall provide all labor, materials, tools, and equipment, etc. necessary for the complete and substantial execution of everything described in the specifications.

STORAGE OF MATERIALS:

The contractor shall make arrangement and coordinate with the Maintenance Department for storage of materials. Any damages of life or property caused by storage of materials on the above indicated place shall be paid for by the contractor, who shall hold the owner harmless for any damages concerning the same.

SUPERVISION:

The supervision of this work will be done by School District #25 Maintenance Department.

EVIDENCE OF QUALIFICATIONS:

Upon request of the owner, a bidder whose bid is under consideration for award of the contract shall submit, promptly, satisfactory evidence of his financial resources, his experiences, and the organization and equipment he has available for performance of the contract.

EMPLOYMENT OF RESIDENTS OF IDAHO:

In compliance with Idaho Laws, Section 44-1001 and 44-1002 Idaho Code, the contractor must employ ninety-five percent 95% bona fide Idaho residents as employees on any such contracts except where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided however, in all cases such employers must give preference to the employment of bona fide Idaho residents in the performance of such work.

CONTRACTOR'S LICENSE:

In compliance with Idaho Laws, the contractor must be registered with the State of Idaho, and hold the required Public Works Contractor's License before obtaining the contract documents and before submitting a bid for this work.

INSURANCE:

All contractors who provide goods or services to the District are required to provide the District with certificates of insurance for General Liability, Auto Liability, Workers Compensation, and Professional Liability if applicable.

The General Liability and/or Professional Liability certificate must name the District as an additional insured under the contractor's policy. Certificates are to be provided to the District prior to any work commencing on District property. This would include the placement of any equipment or materials at the work site

Minimum Insurance Limits

General Liability	\$1,000,000 per occurrence \$1,000,000 products and completed operations \$1,000,000 annual aggregate
Auto Liability	\$1,000,000 per occurrence
Worker' Compensation	Statutory
Professional Liability	\$1,000,000 per occurrence \$1,000,000 annual aggregate

OWNER/CONTRACTOR AGREEMENT:

The Agreement for the work will be written on a District provided Form of Agreement between Owner and Contractor where the basis of payment is a stipulated sum.

PERFORMANCE BOND:

The successful bidder will be required to furnish a 100% performance bond when entering into the contract work, per Idaho Code Section 54-1926, "...conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof."

PAYMENT BOND:

The successful bidder will be required to furnish a 100% payment bond when entering into the contract work, per Idaho Code Section 54-1926, "solely for the protection of persons supplying labor or materials, or renting, leasing, or otherwise supplying equipment to the contractor or his subcontractors in the prosecution of the work provided for in such contract."

5% RETAINAGE:

The Owner will retain 5% of the Contractor's earned sum to ensure faithful performance. This 5% will be released to the Contractor upon receipt of approval from State of Idaho.

LIQUIDATED DAMAGES:

Contractor shall be required to pay Owner as liquidated damages the sum of \$500 for each day, after the scheduled completion date, that the project is unfinished.

CHANGES IN THE WORK:

All change orders shall be submitted in written form, for District approval, before any additional work is performed.

The owner, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work; the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract, except that any claim for extension of the time caused thereby shall be adjusted at the time of ordering such change.

The total allowance for combined overhead and profit for changes shall be included in the total cost to the owner and shall be based on the following schedule:

- a) For the Contractor, 10% over cost;
- b) For the Sub-Contractor, 15% over cost to be divided 10% for Sub-Contractor and 5% for Contractor; and
- c) For any Sub-Subcontractor, 15% over cost to be divided 5% for Contractor, 5% for Sub-Contractor, and 5% for Sub-Subcontractor.

FORM WH5:

Per Idaho Code Section 54-1904A, within thirty (30) days of award of bid, the contractor shall file with the State Tax Commission a form WH-5, Public Works Contract Report.

INSPECTION OF WORK:

The owner, shall at all times, have access to the work wherever it is in preparation or progress and the contractor shall provide facilities for such access and for inspection.

WARRANTY:

Manufacturer shall warrant products under normal use and service to be free from defects in materials and workmanship for a period of one year from date of delivery.

Warranty shall cover repair or replacement of such parts determined defective upon inspection. Warranty does not cover any product or part of a product subject to accident, negligence, alteration, abuse or misuse. Warranty does not cover any accessories or parts not supplied by the manufacturer.

Warranty shall not cover any labor expended or materials used to repair any equipment without manufacturer's prior written authorization.

CLEAN UP:

The contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish from and about the building and all tools and surplus materials and shall leave his work clean. In case of dispute, the owner shall remove the rubbish and surplus materials and charge the cost to the contractor. At no time shall the School District Dumpsters be used to remove the Contractor's waste, garbage or scraps.

IDAHO EMPLOYER ALCOHOL AND DRUG-FREE WORKPLACE ACT: Include with your bid sheet a contractor's affidavit pursuant to Idaho Code Section 72-1717.

BIDDER CERTIFICATION FORM: All bidders must complete and submit the Bidder Certification Form included with this bid request.

PAYMENT:

Prices must remain firm as quoted by supplier until quantity awarded is received. Application for payment dated on or before the 25th of the month, shall be paid by the 15th of the following month. Application for payment dated after the 25th of the month, shall be paid within 30 days.

Delivery may be accepted any time, however, payment for the 2022-2023 fiscal year cannot be made until after July 1, 2022 when those funds have been released.

BID:

The following universal specifications are being used as a guideline. Alternate bids for equal equipment will be considered upon District approval two weeks prior to the bid due date. Substitutions or major alternations must be indicated upon the proposal sheet at the time of the bid submission. Bids must be based upon conditions at the site and these specifications. Bids shall be submitted in accordance with the requirements shown on the bid form.

BID EVALUATION CRITERIA:

Contractor selection on this project will be evaluated based on the following:

- 1) Price
- 2) Contractor reputation for quality of work with current customers or past performance with District 25. (please list all jobs/contracts greater than \$50,000 performed in the past two years if contractor has not performed one for the District in past 5 years)
- 3) Vendor ability to best match the listed criteria as specified.
- 4) The contract will be awarded to the lowest responsive and responsible bidder or bid/offer most advantageous to the District with price and other factors considered.

DELIVERY AND START OF WORK:

The time-frame for job completion is between June 6, 2022 and be completed by August 5, 2022.

GENERAL SPECIFICATIONS

SCOPE OF WORK:

The project includes modifications and improvements to the Alameda Middle Schools track and field area. Proposed works consist of removal of existing asphalt running track and slag base, removal of high jump, jumping lanes and pits, providing specified infill for compaction, topsoil and installation of new sod. The sprinkler system will need modification for irrigation coverage where the track was replaced by sod.

Contractor is required to maintain an operable sprinkler system on the main football field and prevent sod from drying out or dying.

A new 8 foot asphalt walking track will be installed around the outside perimeter of field.

All work will need to be performed on and from the District's property.

Project Design Plan & Specifications – See attached Exhibit A

1. Removal and disposal of old track and slag provided by contractor.
2. Compaction tests will be provided by contractor before new walking track is installed.
3. New sod to be placed where old track was with new subsoil.
4. All new sprinkler modification by contractor to provide water to new sod.
5. All bids must be on the forms furnished, all blank spaces filled in, and signed with the name and address of the Bidder. No unqualified bids will be read.
6. Contractor will submit equipment, materials and/or design submittals to the District for approval prior to ordering equipment.
7. New installation shall meet all Federal, state and local code requirements. The contractor will be responsible for obtaining any required permits and/or jurisdictional approvals. The contractor is responsible for providing any and all drawings and specifications that are required by governmental agencies. The contractor will be required to provide proof of final approval from all governmental agencies having jurisdiction over this work once the installation is complete.
8. Contractor will provide industry standard warranty for this application.
9. Earthwork to have fabric liner, 6 inches of 2 inch base, 4 inches of three-quarter minus and 2.5 inches of asphalt.

BID PROPOSAL
2022 Track Removal & Field Improvements

Board of Trustees
School District No. 25
3115 Pole Line Road
Pocatello, ID 83201

Date: _____

We, the undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with Owner to furnish all labor, materials, tools, and equipment and complete all work called for by these specifications in connection with construction of track removal and field improvements, under the supervision of the School Plant Coordinator and the Director of Business Operations, for the sum of:

We further acknowledge Addendum(s) Received. No. _____, dated _____.

PROJECT

AMOUNT

2022 Track Removal & Field improvements

\$ _____

Work can begin June 6, 2022 and must be completed by August 5, 2022.

The Board of Trustees reserves the right to reject any/or all bids or to waive any informalities, or to accept the bid or bids deemed best for School District No. 25, Bannock County, Pocatello, Idaho.

Respectfully submitted,

- Attached, if applicable, is a listing of subcontractors names and addresses for this project.
- Attached is our Affidavit of Alcohol and Drug-Free Worksite, as pursuant to Idaho Code 72-1717.
- Attached is Bidder Certification Form.

Company Name

Authorized Signature / Date

Address

Title

City, State, Zip

Public Works License Number

Phone / Fax Number

Worker's Comp & Liability Insurance Exp. Date

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

COUNTY OF _____

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

Name

Authorized Signature / Date

Company Name

Subscribed and sworn to before me this _____ day of _____, 2022.

Commission expires:

NOTARY PUBLIC, residing at



BIDDER CERTIFICATION FORM

- 1. Debarment and Suspension - In submitting this bid proposal, we hereby certify that we have not been suspended or in any way excluded from Federal procurement actions by any Federal Agency. We fully understand that if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract.
2. Anti-Collusion - In submitting this bid proposal, we hereby certify this proposal was developed and prepared without any collusion with any competing bidder or District employee. The content of this proposal has not been disclosed to any competing or potentially competing bidder prior to the proposal due date and time. Furthermore, no action to persuade any person, partnership or corporation to submit or withhold a bid has been made.
3. Anti-Lobbying - In submitting this bid proposal, we hereby certify that to the best of our knowledge and belief, no appropriated Federal funds have been paid or will be paid by or on behalf of person associated with this proposal to any person for influencing or attempting to influence and officer or employee of any agency, a member of Congress, an office or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
4. National Sexual Offender Registry - In submitting this bid proposal, you certify to the District that your company will prohibit any persons in your employ who are registered or required to register under the Idaho Sex Offender Registration Act from participation in company business with the District if such participation would require them to be present on school property. You certify further that you have cross checked such employees against the National Sex Offender Registry found at the following web link: http://www.nsopr.gov/

Signed: _____ Date: _____

Name & Title: _____

Company: _____ Phone: _____

Address: _____

City/State/Zip: _____

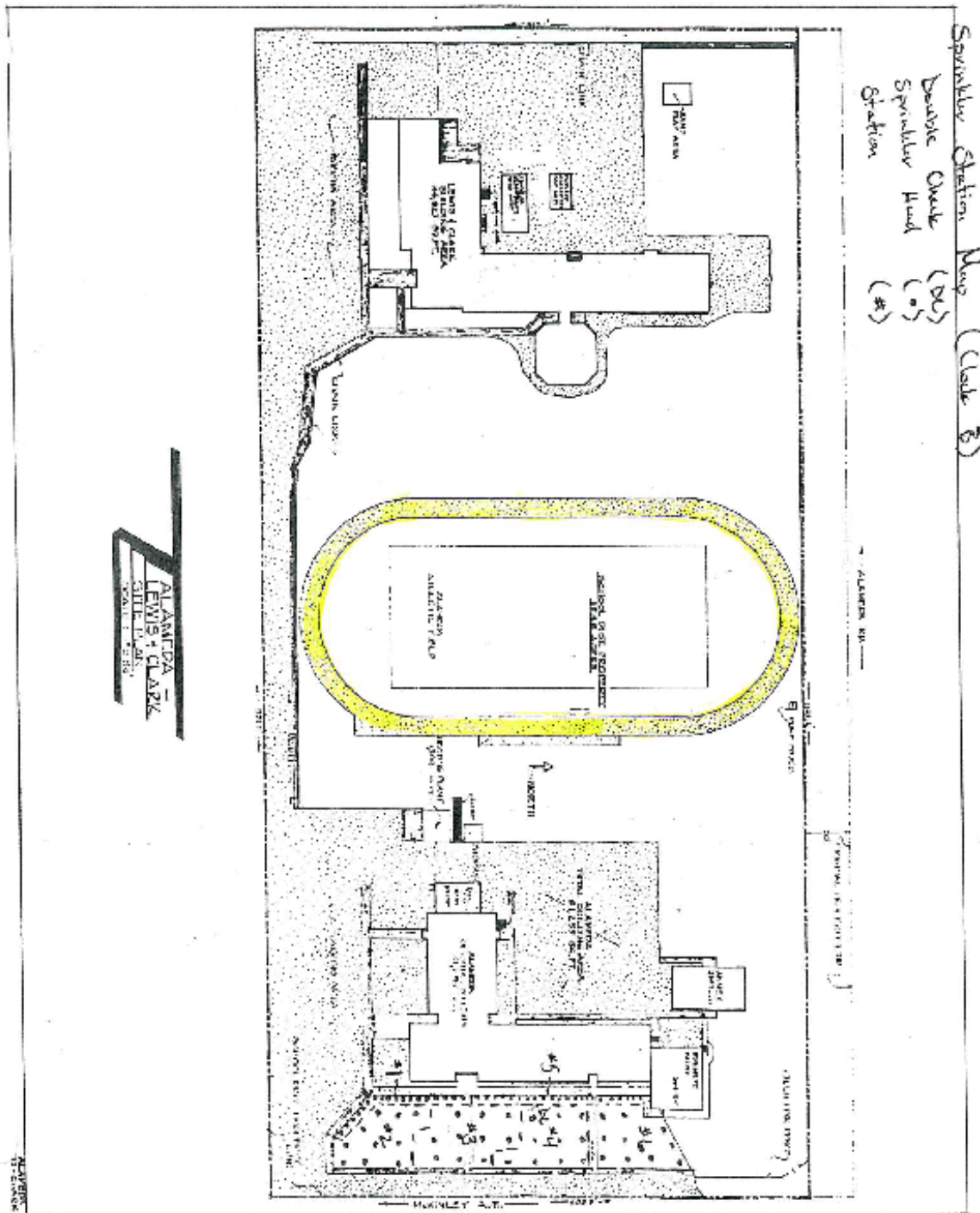


EXHIBIT A