



## POCATELLO/CHUBBUCK SCHOOL DISTRICT 25

LEARNING TODAY FOR THE POSSIBILITIES OF TOMORROW

Administration Offices  
3115 Pole Line Road  
Pocatello, Idaho

### INVITATION TO BID

#### SPECIFICATIONS FOR

ASPHALT MAINTENANCE AT  
VARIOUS DISTRICT SITES

<u>PROJECT NO.</u>	<u>SCHOOL</u>	<u>ADDRESS</u>
No. 1	Highland High School	1800 Bench Road
No. 2	Education Center	3115 Pole Line Road
No. 3	Highland High School	1800 Bench Road

**BIDS WITH CONDITIONS WILL NOT BE ACCEPTED**

#### BID OPENING

**April 5, 2023  
9:00 A.M.**



**POCATELLO/CHUBBUCK SCHOOL DISTRICT 25**  
**LEARNING TODAY FOR THE POSSIBILITIES OF TOMORROW**

**POCATELLO/CHUBBUCK SCHOOL DISTRICT NO. 25**  
**INVITATION TO BID**

Sealed bids will be received at the Pocatello/Chubuck School District 25 Business Office, Bannock County, Idaho at 3115 Pole Line Road, Pocatello, Idaho, 83201, until **9:00 AM, on April 5, 2023** for the following:

**2023 Asphalt Maintenance at Various Locations**

A **mandatory pre-bid conference** and walk-thru to review the projects will be held at the District Maintenance Shop, 185 E. Maple, Pocatello, Idaho, on **March 27, 2023 at 10:00 AM.**

Specifications or additional details, (including bid forms), may be secured at the Business Office, 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, 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 Pocatello/Chubuck School District No. 25, Bannock County, Pocatello, Idaho.

Rena Johnson, Clerk  
School District No. 25

Publish dates:

March 11, 2023  
March 18, 2023

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 sheet.

All bids shall be in a sealed envelope addressed to the Pocatello/Chubbuck School District 25 Business Office, Bannock County, Idaho at 3115 Pole Line Road, Pocatello, Idaho. The following shall be written on the exterior of the envelope:

“BIDS FOR 2023 ASPHALT MAINTENANCE AT VARIOUS LOCATIONS  
TO BE OPENED AT 9:00 AM MST on APRIL 5, 2023”

Bids not delivered by contractors at time of bid opening must be received in mail no later than 4:00 PM on April 4, 2023, the day before the bid opening.

### EXAMINATION OF THE SITE AND DOCUMENTS: *Pre-Bid Walk through.*

Refer all questions to Mr. Alan Spidell, School Plant Coordinator, at (208)233-2604. 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 projects will be at the District Maintenance Shop, 185 East Maple, Pocatello, Idaho, on held on March 27, 2023 at 10:00 am.

The purpose of the pre-bid conferences is to:

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, which shall rely entirely upon your own examinations in making this proposal.
5. All area dimensions are approximate and not intended to be precise. In order to reduce or eliminate change orders, it will be necessary for the bidder to complete field verification of site and dimensions.

### 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. 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, 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 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).

**EVIDENCE OF QUALIFICATIONS:**

Upon request of 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.

**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 delivery and storing 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 No. 25 Maintenance Department.

**INSPECTION OF WORK:**

The representative of 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.

**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

Workers Compensation    Statutory

**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 tax release from State of Idaho.

**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.

**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:**

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.

**WARRANTY:**

Manufacturer shall warrant products, projects under normal use to be free from defects in materials and workmanship for a period of one year from date of installation and completion of project.

Warranty shall cover repair or replacement of areas determined defective upon inspection.

**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 or garbage 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.

**PAYMENTS:**

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. Invoices must break down work by school and other District buildings, then totaled.

Delivery may be accepted any time, however, payment for the 2023-2024 fiscal year cannot be made until after July 1, 2023 when those funds have been released.

**BID:**

The following specifications are being used as a guideline. Alternate bids for equal carpet material will be considered upon District approval two weeks prior to the bid due date. Substitutions or major alterations 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 in providing quality materials, installation and service of work with current customers or past performance with Pocatello/Chubbuck School 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.

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.

**BASIS OF PAYMENT**

The accepted quantity of this item will be paid for at the contract price per unit completed as called for on the proposal sheet, which price shall be full compensation for the furnishing of all materials, labor, equipment, tools, or any other work necessary to complete this item in conformance with the plans and these specifications or as directed by the School Plant Coordinator.

**DELIVERY AND START OF WORK:**

Work can begin as soon as possible after June 5, 2023 and be completed no later than July 31, 2023.



## GENERAL SPECIFICATIONS

### ASPHALT PATCHING

**SCOPE OF WORK** - The contractor shall furnish and install all materials, labor, equipment, and other necessary items for the installation of the asphalt paving as specified herein.

The asphalt paving shall be installed in the areas in strict accordance with specifications A-2 of the Asphalt Institute to a thickness of two or more inches as specified and all materials and methods of preparation shall conform to the requirements of these specifications.

Preparation of Existing Asphalt Paving Grounds - The entire existing asphalt paving grounds shall receive pavement as called for within these specifications. The patch areas shall be cut out in a straight line. All pot holes and low spots shall be prepared and brought to level with asphalt patch, SS-1H tack coat. Low areas next to buildings are to be raised to provide proper drainage away from buildings. Areas adjacent to walls, lawns, and curbs shall be tapered down to the finish grade so that the two inch asphalt concrete mat does not extend above the adjacent concrete or lawn. If unusual excavating conditions are encountered, stop work and notify owner.

The grounds that call for asphalt overlay shall be covered with an asphalt mat to a thickness of two or more inches. This mat shall be laid in strict accordance with these specifications and with specifications A-2 of the Asphalt Institute. The asphalt paving mixture shall be mixed in a batching plant which has the approval of the State of Idaho Highway Department.

The maximum size of aggregate to be used in the Asphalt concrete mixture shall be 5/8" or 1/2" fine material, and shall be well graded to the point where 0.8% will pass a No. 200 sieve. The aggregate with the asphalt cement shall be mixed in the batching plant and heated to a temperature of 300 degrees F. and shall be delivered to the job and placed at a temperature of not less than 225 degrees F.

The mixture shall be spread with a power screed, where possible, which shall spread the mix evenly over the compacted sub-base. The mat shall then be rolled with power roller weighing not less than ten tons. The thickness of the mat after rolling shall be one or two or more inches as specified and shall not vary in thickness more than 1/4" either way from the specified thickness. Any low spots shall be immediately remedied by cutting out the course at such spots and replacing it with fresh, hot mixture which shall be immediately compacted to conform to the surrounding area.

**DESCRIPTION** - This item shall consist of asphalt patching in those areas disturbed in the existing street by the contractor's construction activities, as well as for matching back purposes where radii are changed, or blending into new curb and gutter, alleyways, etc. Asphalt patching shall be in conformance with these specifications and the specific type of patching material used shall be approved by the School Plant Coordinator.

## **CONSTRUCTION METHODS AND MATERIALS**

- (a) **General Construction:** Asphalt patching shall be under the direction of the School Plant Coordinator.
  
- (b) **Equipment:** The contractor may use any type of mixing, spreading, hauling, compacting, etc. equipment he may desire or has at his disposal provided the equipment is in satisfactory condition, is of the correct type for the job, and is of such capacity that the construction schedule can be maintained unless construction conditions or situations prevent or restrict usage of the equipment as to size, weight, or its ability to be detrimental to existing topography, structures, utilities, etc. while working.
  
- (c) **Asphalt Patching I:** Asphalt patching shall consist of placement of 4" of 3/4" crushed aggregate and 3" of hot mix mat with all depths understood to be compacted depths. Prior to placing the patching profile the existing material shall be compacted. The contractor shall seek approval from the School Plant Coordinator of his patching material and method prior to actual placement.
  
- (d) **Asphalt Patching II:** Asphalt patching shall consist of placement of geotextile fabric 2002, 12" of 2" minus sub-base aggregate, 3" of 3/4" crushed aggregate and 3" of hot mix mat with all depths understood to be compacted depths. Prior to placing the patching profile the existing material shall be compacted. The contractor shall seek approval from the School Plant Coordinator of his patching material and method prior to actual placement.

Contractor shall cut the existing asphalt in straight lines; remove the asphalt and base material to match the profile of the patching specification.

All areas to be patched shall be kneaded up exposing a good edge. The fabric shall be placed, and then granular material shall then be placed and compacted. Next, the existing oil mat edge shall be cleaned and tack-coated and the asphalt material laid in, compacted and blended into the existing old oil or curb and gutter edge, etc., making a presentable and durable patch.

Asphalt patching will not be done on poor sub-grade conditions and it shall be up to the determination of the School Plant Coordinator if such conditions are encountered of how and by what means the condition or situation can be rectified.

### **METHOD OF MEASUREMENT**

Asphalt patching shall be measured by the square foot for each square foot of pavement placed and compacted in the areas shown on the plans or as directed by the School Plant Coordinator.

**Asphalt Seal Coating:**

**Area of construction to be determined at walk-thru and as indicated on attached plans**

- Contractor shall sweep and clean asphalt roadways of all dirt and debris to be seal coated.
- Contractor shall rout cracks to 3/16 inch wide minimum. Rout larger cracks containing vegetation to minimum of one inch deep. Crack sealant applied minimum 3405 Federal Specifications. Product shall be Maxwell or equal.
- Contractor shall furnish and install (2) coats asphalt slurry seal on entire area, as per manufacturer's recommendations. (Tuff-Coat or equal)
- Contractor shall remove all excess materials from job site leaving job clean and presentable.
- Contractor shall re-paint the parking lines, playground markings, **numbered parking stalls** and Handicapped Logo's. Acrylic Waterborne traffic paint, 4 inch yellow line (2) coat system.

**BASIS OF PAYMENT**

The accepted quantity of this item will be paid for at the contract price per unit completed as called for on the proposal sheet, which price shall be full compensation for the furnishing of all materials, labor, equipment, tools, or any other work necessary to complete this item in conformance with the plans and these specifications or as directed by the School Plant Coordinator.

**SCOPE OF WORK PROJECTS**

**All area dimensions are approximate and not intended to be precise. In order to reduce or eliminate change orders, it will be necessary for the bidder to complete field verification of site and dimensions as indicated on the attached plans.**

PROJECT No. 1 – Highland High School – 1800 Bench Rd:

Asphalt Seal Coating, ± 31,329 sqft

PROJECT NO. – EDUCATION CENTER -- 3115 Pole Line Rd:

New Pavement

Asphalt Patching II ± 33,900 sqft

PROJECT No. 3 – Highland High School – 1800 Bench Rd:

Asphalt seal coat main parking lot, ± 223,852 sqft

Repaint all parking lines as per new map

Install new entrance in main parking lot as per drawings

Install concrete barriers as seen on drawings, ± 860 sqft

**BID PROPOSAL**

**2023 ASPHALT MAINTENANCE  
AT VARIOUS DISTRICT SITES**

Board of Trustees  
Pocatello/Chubbuck School District No. 25  
3115 Pole Line Road  
Pocatello, ID 83201-6119

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

\_\_\_\_\_  
Company Name

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 to complete work called for by these specifications in connection with the 2023 Asphalt Maintenance at various District sites.

The District will award the Asphalt Maintenance bid by project(s) number to the vendor with the lowest responsible bid.

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

<u>PROJECT</u>	<u>SQ. FT. BID</u>	<u>AMOUNT</u>
No. 1 – Highland High School	± 31,239 sqft	\$ _____
No. 2 – Education Center	± 33,900 sqft	\$ _____
No. 3 – Highland High School	± 223,852 sqft	\$ _____

Cost of Asphalt Patching I per sq. ft. \$ \_\_\_\_\_

Cost of Asphalt Patching II per sq. ft. \$ \_\_\_\_\_

Work can begin as soon as possible after **June 5, 2023 and be completed no later than July 31, 2023.**

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 Pocatello/Chubbuck 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

\_\_\_\_\_  
Email, if applicable

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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: \_\_\_\_\_