

ADDENDUM NO. 1

January 31, 2019

SH-97, CAMP EASTON PED UPASS

PROJECT NO. A020(205)

EASTSIDE HIGHWAY DISTRICT

**NOTICE TO ALL BIDDERS**

You are hereby notified of the following clarifications of and/or revisions to the Drawings and Specifications for the above referenced project.

**THIS ADDENDUM** is hereby made a part of the project requirements and contract documents for referenced project.

**BE SURE** to acknowledge it in your Bid Proposal form.

1. Delete the New DBE Commitment Requirements included with the proposal and substitute the attached Disadvantaged Business Enterprise (DBE) Special Provisions for Race/Gender-Neutral Projects.
2. Delete the DBE requirement as shown on Sheet 2 of 12 of the Special Provision.
3. 8 or 10 gauge pipe is allowed per the revised plan Sheet 5 of 12.
4. Sealed bids must be deliver to the office of the East Side Highway District located at 6095 East Mullan Trail, Coeur d'Alene, Idaho on or before the 11th day of February, 2019 at 9:00 a.m.
5. A bid opening will be held at ESHD main office at 6095 East Mullan Trail, Coeur d'Alene, Idaho on the 11<sup>th</sup> day of February, 2019 at 9:00 a.m.

**This letter must be attached to the bidding proposal.**

FAILURE TO ACKNOWLEDGE INCLUSION OF THIS ADDENDUM SHALL RENDER THE BID PROPOSAL IRREGULAR AND THE BID WILL BE REJECTED.

ATTACHMENTS:

Disadvantaged Business Enterprise (DBE) Special Provisions for Race/Gender-Neutral Projects

Revised plan sheet 5 of 12

**\*\*\*END OF ADDENDUM NO. 1\*\*\***

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) SPECIAL PROVISIONS FOR RACE/GENDER-NEUTRAL PROJECTS**

In an effort to achieve the Department's current DBE annual participation goal, the Department respectfully requests and encourages responders to consider utilizing subcontractors and suppliers listed on its DBE directory located at <https://itd.dbesystem.com/>. Each contract will have a specific DBE availability percentage determined by the Department's Office of Civil Rights and the percentage will be included in the Federal-aid contract bid documentation.

Regulations and statutes require and authorize the DBE Program under Titles I (other than Part B) and V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Pub. L. 102-240, 105 Stat. 1914, and Titles I, III, and, V of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, 112 Stat. 107, Titles I, III, and V of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109-59, 119 Stat. 1144, and Divisions A and B of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, 126 Stat. 405, Fixing America's Surface Transportation Act (FAST Act) Pub. L. 114-113.

1. It is the policy of the Department to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the United States Department of Transportation (USDOT)-assisted contracts. The Contractor will include these requirements in every subcontract with modification of contract language as necessary to make them binding on all subcontracts.

The Contractor will ensure the DBE firms have the opportunity to participate in the performance of the contract. The Contractor or its subcontractor(s) will not discriminate based on race, color, national origin, sex, age, religion, or disability in the performance of the contract. The Contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or result in the implementation of other remedy, as the Department deems appropriate.

It is required that a Contractor verify a DBE firm's certification with the Idaho Unified Certification Program (UCP). The UCP directory is at <https://itd.dbesystem.com>. If the Department declares a DBE ineligible before or after the execution of a signed contract, then the DBE firm's participation cannot count toward the overall annual Department DBE goal.

2. If the Department determines, based on the DBE goal methodology, an annual DBE goal, then the Department will credit dollar volumes of participation by DBE firms toward the annual goal based on the actual expenditures made to DBEs that provide a commercially useful function (CUF) as specified in Section H. "Counting DBE Participation toward Contract Goals" of the Department's DBE Program Plan (located at <http://apps.itd.idaho.gov/apps/ocr/documents/dbeplan.pdf>). This includes only work actually performed by and paid to the DBE firm and the cost of equipment, supplies, and materials, except when equipment, supplies, and materials are purchased or leased from the Contractor. The bidder hereby certifies that he/she made GFEs to seek out and consider DBE firms for work on the contract.

3. The Department will credit fees and expenditures towards the DBE goal as follows:

- a) 100 percent of the dollar value equal to the clearly defined portion of the work of the contract the DBE performs with its own forces in a joint venture between a DBE and a non-DBE firm.
- b) 100 percent of expenditures to a DBE manufacturer, a DBE subcontractor, or DBE professional consultant.
- c) 100 percent of expenditures to a trucking firm that uses trucks it owns, insures, and operates and using drivers it employs or leases from another DBE firm including an owner/operator who is also certified as a DBE. A DBE firm may lease trucks from a non-DBE firm, including an owner/operator. As a result, the DBE will receive credit for the total value of the services provided by the non-DBE firm not to exceed the value of the services provided by the DBE-owned trucks. Any additional participation by non-DBE firms will receive credit only for fees or commission received.

*Example: DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and 6 trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y and may be awarded for the total value of transportation services provided by 4 of the 6 trucks provided by Firm Z. In all, full credit would be allowed for the participation of 8 trucks. In respect to the other 2 trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives because of the lease with Firm Z.*

A lease must indicate the DBE has exclusive use and control over the leased truck. This does not preclude the leased truck from working for others during the term of the lease, if the DBE consents, so long as the lease gives the DBE absolute priority for use of the leased truck. A leased truck must conspicuously display the name and identification number of the DBE.

- d) 100 percent of the fees for equipment leased from a DBE towards the contract goal when the Contractor leases the equipment from a DBE provided the DBE owns or has the equipment registered in its name. If the DBE obtains the equipment from other sources, the Engineer will only credit the net fee.
- e) 60 percent of expenditures paid out to a DBE dealer for supplies provided and the DBE is not a manufacturer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other facility that supplies materials, articles, or equipment for purchase or lease, and regularly stocks, sells, and leases to the public during the usual course of business.
- f) 100 percent of the net fee (if deemed reasonable) for DBE brokers, packagers, and manufacturers' representatives.

4. Regarding DBE participation on contracts, the Contractor must provide the following:

- a) The Contractor will document and maintain the identity of the solicited DBE firms and non-DBE firms or volunteer quotations. Information will be documented and made available upon request on the work and associated dollar amounts of each DBE firm and non-DBE firm.
  - b) The Contractor will provide, upon request, the identification of the DBE firms and non-DBE firms the Contractor uses in the execution of the contract.
  - c) The Contractor will maintain a description of the work and associated dollar amounts for each DBE firm and non-DBE firm used in the execution of the contract.
  - d) The Contractor will maintain and make available upon request the dollar amount of the participation of each DBE firm and non-DBE firm utilized.
  - e) The Contractor will provide, upon request the name of the Contractor's designated official responsible for administering the Contractor's DBE program.
5. The Contractor will make a documented GFE showing actions and support for reaching the Department's overall annual DBE goal.
6. Following is a list of efforts the Department will evaluate to determine if the Contractor utilized a GFE to obtain DBE participation. In addition to the efforts made, the Department will consider when the Contractor made the efforts and how intense the efforts were.
- a) Whether the Contractor solicited DBE firms through all reasonable and available means, allowing adequate time for response, and following up on initial solicitations including advertisements in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities.
  - b) Whether the Contractor selected portions of the work for the DBE firms to perform in order to increase the likelihood of meeting the DBE goals, including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.
  - c) Whether the Contractor provided interested DBE firms with adequate information about the plans, specifications, and requirements of the contract in a timely manner.
  - d) Whether the Contractor negotiated in good faith with interested DBE firms, not rejecting DBE firms as unqualified without sound reasons based on a thorough investigation of their capabilities.
  - e) Whether the Contractor made efforts to assist interested DBE firms in obtaining bonding, lines of credit, or insurance required by the Department or the Contractor.
  - f) Whether the Contractor made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - g) Whether the contractor effectively used the services of available minority/women/disadvantaged community organizations, minority/women contractors'

groups, government business assistance offices (state and federal), and other organizations that provide assistance in the recruitment and placement of DBE firms.

- h) Whether the Contractor scheduled and became involved in any pre-solicitation or pre-bid meetings to inform DBE firms of contracting and subcontracting opportunities.
7. The DBE firm must perform a CUF on the contract in order for the Engineer to count expenditures to toward the contract goal and annual goal. The Department defines a CUF using general industry practices and the provisions of 49 CFR Part 26. A DBE performs a CUF when:
- a) A DBE firm executes a distinct element of the work by actually performing, managing, and supervising the work involved in accordance with industry standard practices, except where such practices are not consistent with DBE regulations and requirements, and
  - b) The DBE firm receives due compensation as agreed upon for the work performed.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department must presume the DBE is not performing a CUF. As with all non-CUF determinations, the DBE may present evidence to rebut this presumption.

8. Breach of Contract/Damages. Whenever the Engineer determines, after investigating and obtaining evidence, the Contractor has not complied with these special provisions, the Engineer will take the following actions:
- a) Inform the Contractor, in writing, that the Department staff observed specific (listed) infractions the DBE must correct within 5 or fewer business days and that failure to take corrective action will result in withholding all or part of the progress payments.
  - b) The Engineer will withhold progress payments when the Contractor does not correct deficiencies.
  - c) If violations persist, the Engineer will contact the Department's Office of Civil Rights for direction on imposing one or more of the following actions:
    - (1) Withhold all or part of any progress payments until the Department determines the Contractor is back in compliance.
    - (2) Suspend the contract completely, or in part, until the Contractor complies, with no progress payments delivered during the period, with no time extension made.
    - (3) Cancel or terminate the contract for cause as authorized in in this contract's provision for default and termination of contract
    - (4) Deduct from the Contractor's final payment on this contract or any progress payments on current or future Idaho federal-aid contracts of an amount equal in value of the DBE committed work items not performed by the committed DBE firm. If the Department determines the Contractor caused the failure or the failure was

an unintentional error or oversight, then the amount to be deducted may be reduced to 50 percent of the value of the unattained DBE participation based on the committed work items. In addition to sanctions, willful failure by a Contractor or a DBE firm to comply with this contract or with the Federal DBE regulations may result in disqualification from further or future contracting, subcontracting, or other participation in federally funded contracts and/or Department contracts.

The Contractor has the right to appeal as specified in in this contract's Administrative Resolution Process for Claims.

10. Record Keeping.

- a) A Contractor must maintain all records relating to the DBE program and each subcontractor during the course of the work. The Contractor must preserve the documents for a period of 5 years from the date of final payment of the contract.
- b) The Contractor or its subcontractor will make all records pertaining to the DBE program available for inspection, copying, or transcribing by authorized representatives of the Department or the FHWA and must permit the representatives to interview employees as necessary.
- c) Failure to submit the required records upon request or to make these records available can be grounds for sanctions as specified in specified in **Section G. "Monitoring and Enforcement Mechanisms"** of the Department's DBE Program Plan.

11. Joint Ventures.

- a) To increase the opportunity for DBE firms to participate in contracts, DBE firms may enter into joint ventures with non-DBE firms to participate in contracts. DBE joint venture applicants must complete the ITD-0646b, Schedule B form and submit it with the required documentation with their bid.
- b) The DBE partner of the joint venture must have a separate agreement showing the DBE partner's bid items. The agreement must be able to define the DBE partner's distinct elements of work the DBE will perform with its own forces.
- c) The Contractor and the DBE firm must jointly submit a joint venture and the Department will evaluate it on a contract-by-contract basis. The Contractor and DBE firm must submit the application with the bid documentation.

STATION	PIPE CULVERT (LENGTH IN FEET)				PLASTIC PIPE				METAL PIPE									CONCRETE PIPE			MINOR STRUCTURES						APRONS	INLETS	CATCH BASINS	REMARKS (INDICATE ELONGATION (WHEN REQUIRED))				
					PIPE SIZE (INCHES)				RIBBED POLYETHYLENE (PE)	CORRUGATED POLYETHYLENE (PE)	RIBBED POLYVINYL CHLORIDE (PVC)	GALVANIZED STEEL	ALUMINIZED STEEL	STEEL PIPE			ALUMINUM PIPE			REINFORCED CLASS	IRRIGATION OR DRAINAGE	TYPE OF BEDDING	RUBBER GASKET JOINTS REQUIRED	FILL HEIGHT	STR. EXC.	COMP. COMP. BKFILL					DRAWING NUMBER	STRUCTURE	CONCRETE	METAL REINF.
	12"	18"	24"	120"	5" CORRUGATION DEPTH	1" CORRUGATION LENGTH	COATED	ANNULAR CORR.						HELICAL CORR.	" CORRUGATION DEPTH	" CORRUGATION LENGTH	COATED	ANNULAR CORR.	HELICAL CORR.															
					X	X	X	X	X	GAUGE	X	X	X	THICK (")	X	X	X	II-V	X	1,2,3	X	FT.	C.Y.	C.Y.	EA.	C.Y.					LBS.	MFBM	E.A.	E.A.
1+39 - 2+33	94				X	X														X	12													
2+33 - 3+20	87																			X	12													
1+49 - 2+29	80				X	X														X	4												Smooth Walled. Ends Capped.	
1+49 - 2+29			80				X														2												Pedestrian Underpass.	
SHEET TOTAL	0	261	0	80																														
PROJECT TOTAL	0	261	0	80																														

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 8 or 10   8 or 10

<b>REVISIONS</b>				DESIGNED D HANSEN	<b>IDAHO</b> <b>TRANSPORTATION</b> <b>DEPARTMENT</b>  HMH ENGINEERING	PROJECT NO.  A020(205)	PIPE CULVERT SUMMARY  SH-97, CAMP EASTON PED UPASS	<b>English</b>	
NO.	DATE	BY	DESCRIPTION	DESIGN CHECKED E HOWE		SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY		COUNTY KOOTENAI	
1	1/28/19	EH	Change Gauge of Ped. Underpass	DETAILED D HANSEN		CADD FILE NAME 20205_PCSM_01		KEY NUMBER 20205	
				DRAWING CHECKED E HOWE		DRAWING DATE: AUG 2018		SHEET 5 OF 12	