



**Invitation to Bid
ITB #2015-012**

**Concrete Paving at Jester Park Equestrian Center Barn
for the
Polk County Conservation Board**

**Prepared by
Polk County Conservation
11407 NW Jester Park Drive
Granger, Iowa 50109
515.323.5300
www.leadingyououtdoors.org**

POLK COUNTY CONSERVATION BOARD

ITB #2015-012 CONCRETE PAVING AT EQUESTRIAN CENTER BARN FOR POLK COUNTY CONSERVATION BOARD

1.1 Purpose

- A. The reason for this request is to secure quotations for concrete paving at the Jester Park Equestrian Center:

Jester Park Equestrian Center
11171 NW 103rd Court
Granger, Iowa 50109-9708

- B. This Invitation to Bid (ITB) provides detailed instructions for bidders interested in supplying the requirements of this bid. It contains the specifications for the services to be provided and the terms and conditions thereof.

1.2 Inquiries

- A. Inquiries concerning detailed specifications of this ITB and *requests for site visits* should be directed to:

Lela Mullen, JPEC Facility Manager
Polk County Conservation
11171 NW 103 Court
Granger, Iowa 50109-9675
515.999.2818, ext. 7- work
423.330.0971- cell

- B. Any changes made in the original Bid Packet will only be made by Addendum issued by the Director of the PCCB.
C. In all cases, no verbal communications shall override written communications or the contents of this ITB.

1.3 Receiving of Bids

- A. Bids will be received until 2:00 p.m., Friday, December 4, 2015. Bids received after 2:00 p.m. on said date will not be considered and will be returned unopened to the bidder.
B. To help you prepare your bid, an on-site visit to any or both areas may be arranged during regular business hours, Monday-Friday, 8:00 a.m. – 4:30 p.m. by contacting those people listed in Section 1.2(A).
C. Bids are to be submitted to:

Cindy Lentz, Administrative Supervisor
Polk County Conservation Board
11407 NW Jester Park Drive
Granger, Iowa 50109-9675

1.4 Filing of Bids

- A. Bids shall be filed in duplicate on the proposal form furnished with this bid packet. Bid proposal forms must be complete, signed and dated.

- B. The bid and any clarification to the bid shall be signed by an officer of the offering firm or a designated agent empowered to bind the firm in contract.
- C. The signed bid proposal form and the Invitation to Bid will constitute an agreement between the successful bidder and the Polk County Conservation Board to perform said services as listed in the Invitation to Bid.

1.5 Insurance

The successful bidder shall secure and maintain throughout the duration of this contract insurance of such types and not less than the amounts specified in Attachment A, Insurance and Certificate Requirements. All policies shall be in the amounts, form and companies satisfactory to the Polk County Conservation Board. All certificates of insurance shall be delivered to the Polk County Conservation Administration Office prior to commencement of any services/operations relating to this contract.

The Contractor will be required to show proof of a bond covering all company employees who enter the buildings for theft, disappearance, or destruction of property (owned by the Polk County Conservation Board, or in its care, custody and control) on the premises where the contract will be providing services.

1.6 Official Clock

The official clock is the clock located in the receptionist's area of the Polk County Conservation Administration Office at Jester Park, Granger, Iowa.

1.7 Delay in Receipt of Bid

The Polk County Conservation Board accepts no responsibility for delays in the receipt of your bid due to mail delivery, messenger services or any other method of delivery. The responsibility for timely bid delivery rests with the Bidder.

1.8 Bid Opening

Staff will open, review bids and present the information to the PCCB for bid award.

1.9 Bid Award

Staff will present a bid recap to the PCCB at their regular meeting on December 9, 2012, 5:30 p.m. at the Polk County Administration Building, Room 120, 111 Court Avenue, Des Moines, Iowa, at which time the bid will be awarded to the successful bidder.

1.10 Rejection of Bids

The PCCB reserves the right to reject any or all bids in whole or in part, to waive irregularities and to accept proposals which appear to be in the best interest of the PCCB.

1.11 Reporting of Anti-Competitive Practices

When for any reason collusion or other anti-competitive practices are suspected among any bidders or offerers, the Administrative Supervisor shall prepare a notice of the relevant facts which shall be transmitted to the Director for review and possible involvement of the office of the Polk County Attorney.

1.12 Polk County Conservation Board Statement

The PCCB may show preference in purchasing goods and services from vendors who produce goods or maintain an office in Iowa. Preference may also be given to goods produced in Polk County or to vendors maintaining an office in Polk County. Further, the PCCB may actively solicit and seek out local vendors of goods and services and to encourage said vendors to stock and supply Iowa-made products.

1.13 Conflicts Between Terms

The PCCB reserves the right to accept or reject any exception taken by the offerer to the terms and conditions of this Invitation to Bid.

1.14 Project Dates

The following dates represent the proposed project schedule. If it becomes necessary to change the schedule, all known bidders will be notified.

1. Due Date for Bids: Friday, December 4, 2015, 2:00 p.m.
2. Award Date: December 9, 2015
3. Tentative Start Date: January 4, 2015
4. Completion Date: No later than January 31, 2015

1.15 Scope of Service

Polk County Conservation is seeking bids for additional paving within our horse barn pathways at the Jester Park Equestrian Center. The estimated total area is approximately 6500 sq. ft. Please base your bid on 5,000 lbs exterior with air Portland cement; 5" thick with rough broom finish. Scope of the project would include the leveling and prep work for areas to be concreted. This would include removal of loose materials, approximately 80 cubic yards to remove and as needed can be reused to compact for final base below new concrete pour.

There are two runs that are 170 ft in length and 10 feet wide. On these runs, We would like saw cuts every 10 feet and two expansion joints at 62 feet from the east wall and 58 ft from the west wall. There will also be six expansion joints that abut to existing concrete at doorways. Please refer to attached schematic. Areas shaded in gray are designated for rough broom finish. Areas shaded in red are designated for no work to be done. Areas in yellow- current concrete/finished doorways and offices. Areas in orange- currently two concrete pads that will need to be removed and re-concreted with rough broom finish, and are calculated in total footage calculations.

Additionally, the area on the schematic in blue is designated for concrete, but we are requesting a smooth finish for this section. Area is approximately 205 sq. ft, and is calculated in the total square footage listed above.

We would also like an add alternate cost for a water base cure and seal.

The logistics of the project and proposed scheduling around JPEC operations will be discussed with the awarded bidder prior to the start date.

ATTACHMENT A
INSURANCE AND
CERTIFICATE REQUIREMENTS

REQUIREMENTS.

The contractor shall secure and maintain throughout the duration of this contract, insurance of such types and not less than the amounts specified herein. The Contracting Authority (**POLK COUNTY CONSERVATION BOARD**) shall be named as "Additional Insured," using the following language: "**POLK COUNTY CONSERVATION BOARD, POLK COUNTY GOVERNMENT, its Elected Officials, Employees, Agents, and Assigns.**"

Insurance coverage will be considered acceptable when provided in one of the following methods:

The Contractor shall furnish the Contracting Authority with a proper Certificate of Insurance or affidavits executed by representatives of duly qualified insurance companies, doing business in IOWA for approval by the Contracting Authority.

The Certificate shall identify the following: the insurance company firm name and address; contractor firm name and address; insurance policy(s) number(s); policy period; type of policy and coverage; limits of coverage; description of operations covered; certificate holder/"Additional Insured"; and cancellation clause.

All certificates submitted for the purpose of complying with these specifications shall identify as the "Named Insured" the Contractor; and the Contracting Authority, its agents and representatives, as "Additional Insured's."

This requirement shall apply with equal force, whether the work is performed by (1) persons employed directly by the Contractor, (2) by a subcontractor, or (3) by an independent contractor.

Regardless of such approval by the Contracting Authority, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and failure to do so shall not relieve the Contractor of any contractual obligation or responsibility. Failure on the part of the Contractor to maintain this insurance in full effect will be treated as such by the Contracting Authority. Failure on the part of the Contractor to comply with the requirements of this article will be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified from receiving further contract awards.

Insurance policies filed with the Contracting Authority shall state that thirty (30) calendar days prior written notice will be given to the Contracting Authority before any policy covered thereby is changed or canceled.

Evidence of insurance coverage as identified and stipulated by these specifications shall be approved by the Contracting Authority prior to any work being performed by the Contractor, subcontractor(s), or agents of the Contractor.

TYPES OF INSURANCE

- A. Workers' Compensation and Employers' Liability.** This insurance shall protect the Contractor against all claims under Iowa Workers' Compensation Law. The Contractor shall also be protected against claims for injury, disease, or death, or employees which for any reason, may not fall within the provisions of the Workers' Compensation Law. The insurance requirements shall not be less than the following:

1. Workers' Compensation – Statutory
2. Employers' Liability
 - a. **\$500,000 Per Accident**
 - b. **\$500,000 Disease, Policy Limit**
 - c. **\$500,000 Disease, Each Employee**

B. Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the Contracting Authority against all claims arising from injuries to any person or damage to property of others arising out of any negligence of the Contractor.

The Contractor shall provide and maintain insurance coverage to protect the Contracting Authority against any and all claims for damages for personal injury, including accidental death, as well as from claims under this contract, whether such operations be performed by the Contractor or any subcontractors, or by one directly or indirectly employed by the Contractor or any subcontractors.

The liability limits shall not be less than the following:

General Aggregate	\$ 2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one Fire)	100,000
Medical Expenses (Any One Person)	5,000

C. Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for the operation of motor vehicles, whether they are owned, non-owned, or hired, by or on behalf of the Contractor.

The liability limits shall not be less than the following:

\$1,000,000 CSL (Combined Single Limit) per accident

D. Excess Liability Umbrella. The Contractor shall procure and maintain, during the life of this contract **\$2,000,000 Excess Liability Coverage (Umbrella)**. This coverage is over and above the underlying coverage of **\$1,000,000/\$2,000,000** the General Liability and Automobile & Employers Liability.

E. Bond. The Contractor will be required to show proof of a bond at a minimum of \$100,000 covering all company employees who enter the buildings for theft, disappearance, or destruction of property (owned by the Polk County Conservation Board, or in its care, custody and control) on the premises where the contract will be providing services.

Evidence of the bond (in force and effect) must be submitted with the Insurance Certificate before services begin.

MISCELLANEOUS.

A. Cost of Insurance. The Contracting Authority shall make no direct payments to the Contractor for any costs associated with securing, maintaining, and/or providing the insurance coverage required by the Contract Department. All costs of such coverage shall be included in the prices bid and no additional payments for such costs shall be made.

B. Personal Liability of Public Officials. In carrying out any of the provisions of the contract, or in exercising any power or authority granted to any agent or representative of the Polk County Conservation Board thereby, there shall be no liability upon such agent or representative, including the engineer or authorized assistants, either personally or as an official of the County Board, it being understood that in such matters they act as the agent and representative of the Polk County Conservation Board.

C. Non-Waiver of Legal Rights. The Contracting Authority shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not in fact conform to the contract.

The Contracting Authority shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and Surety such damages as it may sustain by reason of failure to comply with the terms of the contract. Neither the acceptance by the Contracting Authority, nor any representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by the Contracting Authority shall operate as a waiver of any portion of the contract, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

D. Litigation for Claims and Save Harmless Clause. The Contractor shall indemnify and hold harmless the Contracting Authority, Polk County Government, Board of Supervisors, Elected Officials, Employees, Agents, and Assigns from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person(s), or property because of any act, omission, or neglect in safeguarding or performing the work, or through use of unacceptable materials in constructing the work.

The Contractor shall also hold the Contracting Authority, Polk County Government, Board of Supervisors, Elected Officials, Employees, and their Assigns harmless from all claims for damages arising from any neglect, default, or mismanagement or omission of the Contractor, any subcontractor(s), agent, or employee in the performance of any duties imposed by this contract, or by law. If any litigation on account of such claims shall be commenced against the Contracting Authority, Polk County Government, Board of Supervisors, Elected Officials, Employees, Agents, or Assigns, the Contractor, upon notice thereof from the Contracting Authority, shall defend the same at their cost and expense; and the record of any judgment rendered against the Contracting Authority, Polk County Government, Board of Supervisors, Elected Officials, Employees, Agents, or Assigns to recover the full amount thereof, with interest and costs, and attorney's fees incurred by said Contracting Authority. The right of action therefore shall accrue to the Contracting Authority as soon as judgment shall have been rendered, whether the Contracting Authority shall have paid the amount or not.

THE CONTRACTOR IS REQUIRED TO BE IN ACCORDANCE WITH ALL O.S.H.A. SAFETY GUIDELINES AND REGULATIONS AT ALL TIMES DURING THE CONTACT PERIOD.

**POLK COUNTY GOVERNMENT
CERTIFICATE OF INSURANCE**

REQUIREMENTS.

Certificates of Insurance are required on every contract to show proof of adequate insurance. A Certificate shall be submitted with each set of contract documents to the Risk Manager for review. Contract documents will not be submitted to the Polk County Conservation Board for execution until the Certificate of Insurance is correct and has received staff approval. The Certificate(s) must specifically identify the project (No yearly or all – project certificates will be accepted), and show **POLK COUNTY CONSERVATION BOARD, POLK COUNTY GOVERNMENT, its Elected Officials, Employees, Agents, and Assigns**, as “Additional Insured.”

The following statements are requirements and should aid in the preparation of an acceptable certificate.

1. The name of the producer with complete address, zip code, and telephone number.
2. The Name of the Insured with complete address, zip code, and telephone number.
3. The issue date must be complete.
4. The insurance companies affording coverage must be named and approved by the Insurance Commission of the State of Iowa. The Company letters (**4a**) must be placed along the corresponding insurance coverages (**4b**).
5. All Certificates shall state that XCU Coverage is included. (If applicable) The limits listed below are minimum acceptable limits. The Insurance Agent should review the Contract Special Provisions for each project, and verify with **POLK COUNTY RISK MANAGEMENT** that the insurance requirements have not been changed, as limits may vary from project to project.
6. **General Liability:**

General Aggregate	\$2,000,000
Product Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 100,000
Medical Expense (Any one person)	\$ 5,000
7. **Automobile Liability:**

Each Accident	\$1,000,000
---------------	--------------------

Combined Single Limit
8. **Workers' Compensation:**

- Statutory Benefits	
- Employers' Liability (Coverage B)	\$ 500,000
9. **Excess Liability Umbrella** **\$2,000,000**
10. Policy numbers for all policies must be included
11. Policy effective dates for all policies must be included

12. Policy expiration dates must be included.
13. Description of Operations: The Project Name and Work Order Number must be shown. All contracts require **"POLK COUNTY CONSERVATION BOARD, POLK COUNTY GOVERNMENT, its Elected Officials, Employees, Agents, and Assigns"** to be additionally insured.
14. **POLK COUNTY CONSERVATION BOARD** must clearly and explicitly be shown the Certificate Holder.
15. The Cancellation Clause must read exactly as follows:

"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left."
16. All certificates of insurance must be signed by an authorized representative.
17. In order to preserve the governmental immunities available as defenses to contractor (or Licensor) and its officials and employees, any insurance policy must contain an endorsement with the following language:

"The Company and the Insured expressly agree and state that the purchase of this policy of insurance by the Insured does not provide coverage for torts specified in Iowa Code 670.4, and that the Insured does not waive any of the defenses of governmental immunity available to the Insured under Iowa Code 670.4 as it now exists and as it may be amended from time to time. The Company and the Insured further expressly agree and state that the Insured may, at any time, assert any of the governmental immunity defenses available to it without affecting the coverage afforded under this policy."

POLK COUNTY CONSERVATION BOARD

**ITB #2015-012
Concrete Paving at Jester Park Equestrian Center
FOR
POLK COUNTY CONSERVATION BOARD**

**PROPOSAL FORM
(File in Duplicate)**

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____ Phone: _____

Description	Bid Amount
1) Jester Park Equestrian Center: A. Removal of approximately 80 cubic yards (can be reused as compact fill) B. Approximately 6,500 sq. ft. C. 5,000 lbs exterior with air Portland cement; D. 5" thick; E. Rough broom finish F. Expansion joints at 1/3 intervals for long runs; G. Saw cuts every 10 ft. H. Expansion joint at abutting concrete (existing sections)	\$ _____

2) Jester Park Equestrian Center - Add Alternate:	Bid Amount
A. Water base cure and seal	\$ _____

By execution and completion of this proposal, Contractor certifies that he/she possesses the professional knowledge, skills and equipment to perform the work and will do so in a competent manner. This signed proposal and accompanying ITB constitutes a formal contract to perform said services listed in the Invitation to Bid.

For: _____ Date _____
 Company Name

By: _____ Printed Name _____
 Name, Title

For the Polk County Conservation Board:

By: _____ Date _____
 Director

POLK COUNTY CONSERVATION BOARD

The undersigned, an authorized representative of _____ (bidder), does hereby state that the Bidder acknowledges, understands and certifies compliance with the following requirements.

A. NONCOLLISION

This proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder and that all statements in said proposal or bid are true.

B. EQUAL EMPLOYMENT AND NONDISCRIMINATION

Bidder and his subcontractors shall comply with the relevant provisions of federal, state, and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, national origin or disability.

The above statement regarding **NONCOLLUSION, EQUAL EMPLOYMENT AND NONDISCRIMINATION** are condensed versions of the requirements of this bid or proposal. The complete texts of these requirements are on file and may be examined at the Polk County Administrative Office Building, 111 Court Avenue, Room 365, and Des Moines, Iowa.

I further acknowledge receipt of Addenda # _____ through # _____

Name (Please Print) _____

Authorized Signature _____

Title _____ Phone _____