

**REQUEST FOR QUOTATION  
(THIS IS NOT AN ORDER)**



1. Request #: <b>FY24-S-011 Concrete pad 3600 86<sup>th</sup> St Southbound</b>	2. Date Issued <b>3/18/2024</b>
3. Issued By <b>Des Moines Area Regional Transit Authority (DART)</b>	4. Deliver to: Amanda Waltz <a href="mailto:awaltz@ridedart.com">awaltz@ridedart.com</a> – 515-283-5033
5a. For Information Contact: <b>Ben Cross 515-246-2536</b>	5b. Prebid Questions and Answers Deadline: Email Questions to <a href="mailto:awaltz@ridedart.com">awaltz@ridedart.com</a> <b>03-28-24 2:30 PM</b> Please contact <u>Ben Cross</u> for site inspection appointments.

6. Please furnish quotations to : E-mail quotations to: <a href="mailto:awaltz@ridedart.com">awaltz@ridedart.com</a>  <b>Deadline: 4/1/2024 2:30 PM CT</b>	<b>IMPORTANT:</b> This request does not commit DART to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter. Before making an award, DART reserves the right to request additional information and/or seek clarification from any bidder regarding any submitted statement/bid/offer that DART finds to be ambiguous.
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**7. SCOPE OF WORK**

**GENERAL:**

DART is seeking quotes for a concrete pad to be constructed at 3600 86<sup>th</sup> Street Southbound. \*\*Davis Bacon does apply to this contract and the Certified Payroll form WH-347 will be required as well as Employee Wage Interviews. IWD Contractor License number is required, along with an up-to-date contractor registration.

**STANDARD DETAILS – SUDAS**

The list of details from the 2023 Version of the Iowa Statewide Urban Design and standard specifications (SUDAS) are applicable for the project.

**\*\*\*This project has ADA requirements.\*\*\*\*\* All Architecture and Engineering plans precede this document and must be followed.**

**STATEMENT OF WORK**

**GENERAL DEMO NOTES**

**\*\*\*\*\* All drawings and plans take precedence over this document.**

1. REMOVAL OR ABANDONMENT OF PUBLIC UTILITIES SHALL BE FULLY COORDINATED WITH APPROPRIATE UTILITY SUPPLIER AND REGULATORY AGENCIES.
2. ALL CONSTRUCTION/DEMOLITION DEBRIS SHALL BE DISPOSED OF OFF SITE IN FULL COMPLIANCE WITH CURRENT ENVIRONMENTAL REGULATIONS.
3. PROTECT ADJACENT PROPERTY DURING DEMOLITION.
4. PROTECT EXISTING UTILITIES WHICH ARE TO REMAIN. THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE

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DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.

5. REMOVE ALL DESIGNATED STREETS, SIDEWALKS, DRIVEWAYS, ETC. IN THEIR ENTIRETY. BACKFILL ALL EXCAVATIONS WITH COHESIVE MATERIAL COMPACTED TO 98% STANDARD PROCTOR DENSITY. BACKFILLING TO BE OBSERVED BY GEOTECHNICAL ENGINEER EMPLOYED BY OWNER.

6. DEMOLITION NOTES AS SHOWN ON THE PLAN ARE NOT ALL INCLUSIVE. CONTRACTOR TO ABANDON IN PLACE OR REMOVE AND DISPOSE OF ALL EXISTING SITE IMPROVEMENTS ABOVE AND BELOW GROUND TO COMPLY WITH THE GENERAL INTENT OF THIS DOCUMENT.

7. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION, BOTH PUBLIC AND PRIVATE.

8. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND SALVAGING ANY IRRIGATION COMPONENTS AND ADJUSTING IRRIGATION AS REQUIRED FOR OPERATION ON REMAINDER OF SITE DURING CONSTRUCTION

### **GENERAL NOTES**

1. Protect existing structures, existing utilities, and adjacent property during Construction.

2. All construction/demolition debris shall be disposed of off-site in full compliance with current environmental regulations.

3. Property line is an approximate line based on Polk County GIS.

4. Contractor shall be responsible for locating all utilities prior to construction.

5. Removal or abandonment of public utilities shall be fully coordinated with appropriate utility supplier and regulatory agencies.

6. All dimensions to be field verified.

7. Staging location for construction equipment and materials to be coordinated with and approved by the owner.

8. All construction shall follow the current edition of the city of Urbandale Supplemental specifications and the current edition of the Iowa statewide urban design and standard specifications (SUDAS).

### Grading notes

1. Strip topsoil (min. 4") from entire site and stockpile in area designated by owner. Topsoil to be reused as top dressings on all unsurfaced areas upon completion of the rough grading. Top dressing shall be a minimum uniform thickness of 6".

2. Provide and maintain erosion control devices. Devices remain in place until pavement and intakes are constructed and until lawn is established.

3. Finish contours shown are top of pavement or top of topsoil. See building plans and construction details for finished subgrade below finished pavement sections.

4. Scarify subgrade to depth of 3" where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has caused compacted subsoil.

5. Contractor shall be responsible for locating all utilities prior to construction, both public and private.

6. Spot elevations are shown at the top of finished grade.

### **GENERAL CONTRACTOR RESPONSIBILITIES:**

- Obtain, at their own expense, all permits, and inspections necessary to complete all work contained in the attached specifications.
- All work will comply with Federal, State, and local codes, and regulations.
- Repair/Replace, at contractor's own expense, any damage to DART property by contractor's employees. Replacement or repair will be at *replacement cost value*.
- Remove, at contractor's own expense, all debris related to the project.
- Iowa One Call 811 /1-800-292-8989 2 Working Days BEFORE YOU DIG DigSafeWait48.com
- **Compliance with CIRCULAR U.S. Department of Transportation FTA C 4710.1 Federal Transit Administration November 4, 2015, Subject: AMERICANS WITH DISABILITIES ACT (ADA): GUIDANCE 1 3.1.3 Bus Stops Section 810.2**

### **SAFETY REQUIREMENTS:**

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- All costs for compliance with these safety provisions are the responsibility of the Contractor.
- The contractor shall ensure that all employees, independent contractors, and subcontractors on site are wearing all OSHA required Personal Protective Equipment (PPE) for their trade and the work being performed.
- All workers within DART property must wear high visibility clothing. High visibility clothing or high visibility safety apparel is personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage. High Visibility safety apparel must meet the Performance Class 2 or 3 requirements of the American National Standards Institute/International Safety Equipment Association (ANSI/ISEA) 107-2004 for High-Visibility Safety Apparel and subsequent revisions thereof.
- Contractor and subcontractors shall comply with OSHA and reporting maintain an OSHA 300 log.
- Contractor shall always have an English-speaking supervisor on site when work is being performed.
- The contractor shall have a site safety plan which includes site safety orientation, toolbox talks, material delivery schedule, and work attire review.
- Initial site safety orientation and toolbox talk for each employee, independent contractor, or subcontractor will be documented.
- Contractors shall have a barricade and traffic control plan to protect DART vehicles, employees, and members of the public from harm.
- Accidents or incidents will be communicated to the DART Supervisor on site. The DART Supervisor will take charge of responding to or documenting accidents or incidents in accordance with DART policies and procedures.

**BASIS OF AWARD:**

One Firm Fixed Price Contract

The bid is contingent upon pricing and budget availability. Only one option will be awarded.

**ADDITIONAL CONTRACT CLAUSES NOT INCLUDED IN DART'S FULL TERMS AND CONDITIONS FOR SMALL PURCHASES:**

DART's standard Full Terms and Conditions for small purchases can be found attached to this document. Below are additional terms and conditions which are included for this project.

**FORCE MAJEURE CLAUSE:**

Neither party will be liable for its non-performance or delayed performance if caused by a Force Majeure Event (as defined herein). A "Force Majeure Event" shall be a condition beyond the performing party's control including, but not limited to acts of God, governmental restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. A party that becomes aware of a Force Majeure Event that will significantly delay performance will notify the other party promptly in writing (but in no event later than ten (10) days) after it discovers the scope of the delay. If a Force Majeure Event occurs, the parties will execute a change order to extend the Performance Schedule for a time that is reasonable under the circumstances. The contractor shall not be entitled to any claim for damages on account of hindrances or delays for any Force Majeure Event whatsoever. This includes, but is not limited to, any actions which result in delays in scheduling, changes in the scope

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of Services as set forth in the Statement of Work or increases in the cost of performance of the Services.

**SPECIAL EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROVISION FOR CONSTRUCTION CONTRACTS CLAUSE:**

During the performance of this Contract, Contractor agrees as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and will post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

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invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **PREVAILING WAGE AND ANTI-KICKBACK CLAUSE:**

For all prime construction, alteration, or repair contracts at or more than \$2,000 awarded by FTA, Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week. Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### **VETERANS PREFERENCE**

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- 1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported 68 with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
- 2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

#### **Performance Schedule Clause:**

Existing site conditions present a safety hazard for DART; therefore, time is of the essence. Contractor will submit a project schedule to the Facilities Manager which allows the completion of work in a reasonable amount of time. A reasonable time frame is further defined as the time allotted in the performance

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schedule plus any approved delays.

**NOTE: Additional Provisions and representations: Are  X  Are Not   attached.**

**8. Project Information (See appropriate clauses attached) – BIDDER REQUIRED TO COMPLETE NON-SHADED BOXES**

<p><b>Davis Bacon</b> compliance required.  <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b> <input type="checkbox"/>  <b>*For repairs portion of contract only*</b></p>	<p><b>If “yes”</b>, does vendor agree to submit to DART certified payrolls and comply with all other stipulations of the federal Davis Bacon Act? <b>**If Contractor is Not Familiar with Davis Bacon, PLEASE BECOME SO BEFORE BIDDING**</b></p>	<p>Yes <input type="checkbox"/>          No <input type="checkbox"/></p>	<p>Authorized Vendor Representative Signature:</p>
<p>Will subs be used for this project?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p>	<p><b>If “yes”</b>, please submit all subs potentially involved with this project, noting:</p> <ol style="list-style-type: none"> <li>1. Subcontractor's willingness/ability to comply with Davis Bacon requirements (if applicable)</li> <li>2. The type of work the subcontractor will be responsible for</li> <li>3. The bid price of subcontractor's work for this project (if actual price changes upon award, prime must notify DART)</li> </ol>		<p>The contractor is solely responsible for ensuring that all Subcontractors comply with the terms and conditions of this Contract as applicable to the work to be performed by the Subcontractor. At a minimum, Contractor shall bind all Subcontractors to the confidentiality, indemnification, insurance, and dispute resolution provisions and third-party contracting requirements provided hereunder. (see relevant clauses below)</p>
<p>Is either the prime or sub(s) listed on this quote a certified Disadvantaged Business Entity (DBE)?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p>	<p><b>If “yes”</b>, please note which vendor(s) hold current DBE certification.</p>		<p>*If applicable, provide attachment to bid form*</p>
<p>Other project information to note:           Please review listed clauses relevant to this project. Full</p>	<p>Relevant Clauses (third-party contracting requirements):           No Federal Government obligations to third parties; False Statements or Claims of Civil and Criminal Fraud; Access to Third Party Contract Records; Changes to Federal Requirements; Termination; Civil Rights; EEO</p>		

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Terms and conditions can be found attached to this document.	clause for Construction Projects; DBE ( <u>including Prompt Payment Requirements for all subcontractors</u> ); Incorporation of FTA Terms; Copeland Anti-Kickback Act; Energy Conservation; ADA; <b>DAVIS BACON</b>
<b>Insurance Requirements for this Project: (per occurrence)</b> Work Compensation: Statutory Gen. Comp. liability: \$2,000,000 Auto liability: \$1,000,000	The winning contractor shall be required to obtain and maintain during the term of this Contract, at Contractor's sole expense, insurance protection as noted. DART shall be listed as an additional insured under said insurance policies. Contractor shall furnish certificates of insurance to DART before services begin.

**9. Bidder Information**

Name of Bidder	Date of Quotation		Name of person Authorized to sign quotation (please type or print)
Street Address	Phone and email:		Signature
City	State	Zip	Title (type or print)
Annual Gross Receipts of Firm: Less Than \$1,000,000 _____ \$1,000,000 - \$5,000,000 _____ \$5,000,000 - \$8,000,000 _____ \$8,000,000 - \$15,000,000 _____ Over \$15,000,000 _____	Age of Firm:		All materials, equipment, goods and/or services offered meet or exceed the specifications and requirements and will be supplied in accordance with the entire contents of this solicitation including delivery schedules. No relationship exists or will exist during the contract period between the Contractor and DART that interferes with fair competition or constitutes a conflict of interest.

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