



BUSINESS OFFICE

STEFANIE BRYANT
BUSINESS ADMINISTRATOR

TINA FLUEHE
PURCHASING DIRECTOR

**REQUEST FOR PROPOSAL
AMELIA EARHART ELEMENTARY SCHOOL
CHILLER REPLACEMENT**

**AMELIA EARHART ELEMENTARY SCHOOL
2585 West 200 South
PROVO, UTAH**

OLSEN & PETERSON CONSULTING ENGINEERS, INC.
14 East 2700 South, Salt Lake City, Utah 84115
(801) 486.4646 . Fax (801) 467.2531

O & P PROJECT NO. 16111
August 8, 2017

Notice is hereby given that the Provo School District, 280 West 940 North, Provo, Utah 84604, will receive sealed Proposals on or before Thursday, August 18, 2017 at 2:00 p.m. for the construction of the following:

PROJECT DESCRIPTION

AMELIA EARHART ELEMENTARY CHILLER REPLACEMENT

These Contract Documents may be obtained on or after August 8, 2017 on the Provo School District website.

Project Scope:

Removal and replacement of existing air cooled chiller, pumps, valves, and associated controls.

It's estimated that notice to proceed construction will start within 72 hours of proposal opening.

Project Details:

Documents Available:

Documents will be made available on-line on by August 8, 2017.

Pre-Bid Walk thru:

A mandatory pre-bid walk through has been scheduled for August 10, 2017 at 2:00 p.m., at the Amelia Earhart Elementary School - 2585 West 200 South, Provo, Utah, main office

Bids Due:

Bids are due on or prior to August 18, 2017 at 2:00 p.m. MST.

Bids to be submitted to Provo City School District Purchasing Coordinator, Tina Fluehe, 280 West 940 North, Provo, Utah 84604.

The Board reserves the right to accept any or reject any or all proposals, or waive any informality in a proposal.

PROVO SCHOOL DISTRICT

INSTRUCTIONS TO BIDDERS

SECURING CONTRACT DOCUMENTS: Drawings, specifications, and other contract documents may be obtained at the office of the Engineer.

Any person or firm who retains a set of drawings and specifications and fails to submit a proposal on the work indicated by those drawings and specifications in strict accordance with the instructions herein, or fails to return to the Engineer within at least ten days after the time set for receiving bids, the complete set of drawings and specifications in good condition, will forfeit his deposit.

Deposits will be returned after bids are opened, subject to the above conditions.

PROPOSALS: Before submitting a proposal, each bidder shall carefully examine the drawings, specifications, and other contract documents, shall visit the site of work, shall fully inform himself as to all existing conditions and limitations, and shall include in the proposal the cost of all items included in the contract.

Proposals shall be delivered, SEALED, with project name on front, to the Provo School District Office, at or before the time stated in the Notice to Contractors. The proposals must bear no marks, erasures, written changes, nor interlineations other than those required and provided for.

Proposals shall be accompanied in the same envelope with a Bid Bond of 5%. (five percent)

Bid guarantee of successful bidder will be returned upon acceptance of bond. Bid guarantees of other bidders not previously forfeited will be returned as soon as it is determined that the bids represented will receive no further consideration by the Board, and in any event, within thirty days after opening of bids.

Bids shall not contain any recapitulation of the work to be done. Alternate proposals will not be considered unless called for. No oral, telegraphic, or telephonic proposals or modifications will be considered.

It shall be the responsibility of the bidder to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of bids, shall be returned to the bidder unopened. Closing time shall be on or before time stated in the Notice to Contractors.

Each bidder shall inform himself fully of the conditions relating to construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the contract.

SCOPE OF WORK: Removal and replacement of existing air cooled chiller, chilled water pumps, piping and related controls.

WITHDRAWAL OF BID: Bids may be withdrawn by the bidder either personally or by written request prior to, but not after, the time fixed for opening the bids. Bid submitted and opened may not be withdrawn, and must remain fixed and in force as submitted for a prior of forty-five (45) days after the date for the opening of bids.

INTERPRETATION OF DRAWINGS AND DOCUMENTS: If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of plans, specifications, or other proposed Contract Documents, he may submit to the Architect a written request for an interpretation or

INTERPRETATION OF DRAWINGS AND DOCUMENTS: If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of plans, specifications, or other proposed Contract Documents, he may submit to the Architect a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed Documents will be made only by Addendum duly issued, and a copy of such Addendum will be faxed or delivered to each person receiving a set of such Documents. The Owner will not be responsible for any oral instructions, of the proposals received other than items which are included in addenda, additional written instructions or subsequent written change orders.

It shall be the responsibility of each bidder to ascertain that he is in possession of a complete set of Contract Documents by comparing page numbers against indexes. Before submitting bids, Contractor may wish to check with the Architect to determine the status of any addenda or additional instructions. No post-bidding claims of incomplete sets of drawings, specifications, addenda, etc. will be considered.

Should discrepancies appear in the drawings or specifications which are not cleared up by the addenda, then it will be assumed that the Contractor has bid the job using the most expensive method and/or material.

ADDENDA OR BULLETINS: Any addenda or bulletins issued during the time of bidding, or forming a part of the Documents loaned to the bidder for the preparation of his bid shall be covered in the bid, and shall be made a part of the Contract.

AGREEMENT: The form of Agreement shall be the Standard Form of Agreement between Contractor and Owner, same as bound in specifications.

AWARD OR REJECTION OF BIDS: The bids will be opened in a public bid opening. The award of the contract shall not be based solely upon the Contractor's price. The Contractor's qualifications, subcontractors list, cost breakdown, proposed construction schedule and Contractor's project references shall be considered in awarding the contract. The project is time sensitive as the School District will be remodeling the school while the students will still be in attendance. As a result, some students will need to be moved from one location to another at different times throughout this project. Therefore the timing and completion of each of the phases of the project will be crucial to maintain a quality education for these students. Given these constraints, the proposed construction schedule will be more heavily weighted (20%) in awarding this contract. Also, liquidated damages will be assessed for delays in completing each phase of the project, as well as liquidated damages for delays in completing the entire project (see below). The owner, however, reserves the right to reject any or all bids, and to waive any informality in bids received.

The award of the contract will be based on the following criteria:

Contractor's bid price	45%
Proposed construction schedule	20%
Contractor's qualifications and experience with similar projects	15%
Subcontractors list and Project cost breakdown	10%
References*	10%

APPROVAL OF SUBCONTRACTORS: The Owner reserves the right to approve all subcontractors whose services may be used by the General Contractor in the prosecution of the work. The lowest responsive bidders shall submit a complete list of all subcontractors within 24 hours for approval. Such Contractors may be required to submit a statement of their financial responsibilities and experience before approval is given. It may further be required that the Contractor furnish bona fide evidence that guarantees, bonds, etc., as called for in the specifications will be met, and that the subcontractors affected are approved by the material manufacturer's who will bond or guarantee the material.

EQUAL OPPORTUNITY EMPLOYER: Any Contractor bidding on this project must be an equal opportunity employer and must agree to abide by all aspects of the following statement.

The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC2000c) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 (42USC12101) which prohibits discrimination on the basis of disability. Also, Contractor agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.

BONDS: The successful Bidders simultaneously with the execution of the agreement will be required to furnish a Performance Bond and a Payment Bond in an amount equal to one hundred percent (100%) of the contract price. Said bonds shall be secured from a Surety Company satisfactory to the Owner prior to commencement of construction. Name of Surety Company that the Contractor proposes to use shall be noted on the proposal as indicated.

ASSIGNMENT OF CONTRACT: No assignment by the Contractor or any contract to be entered into hereunder, or of any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the awarding authority and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

COST BREAKDOWN: The Contractor shall submit at the time of the bid opening, as a part of their proposal, a detailed cost breakdown showing the cost of various trades of the work according to specification headings, the total amount equaling the contract price. This breakdown shall be used as the basis for the payment of monthly estimates.

SCHEDULE OF VALUES: As a part of the proposal, contractor must submit a detailed schedule of value for work proposed.

Schedule of values must include broken out values for equipment, material, labor, bonds, and allowances.

ALLOWANCE:

An allowance of \$8,000.00 shall be included in the contractors bid for use as determined by Provo School District.

CONSTRUCTION SCHEDULE: Contractor shall provide a construction schedule as a part of their proposal.

INSURANCE POLICIES: Prior to signing the contract, the Contractor shall affect Contractor's Liability Insurance and other policies as stipulated in the General Conditions. Such policies shall be properly executed and shall have the approval of the Owner before proceeding.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor agrees to complete the work required by the contract as follows (this means total completion – with no outstanding punch list items): Prior to March 5, 2018

Demolition and installation of new chiller and exterior piping shall be complete prior to December 18, 2017.

START OF CONSTRUCTION

The start of construction will be no later than November 27, 2017.

Earlier start date may be available, based on chiller shut down date by PSD.

The parties mutually agree that the damages that may result from any delay in the completion of this work on each phase of the project by the time agreed upon will be difficult, if not impossible to ascertain. Therefore, if said time of completion of each phase of the project is not adhered to by the Contractor, plus any additional time which maybe be allowed by written extension signed by the Owner, the Contractor will pay to the Owner as fixed agreed liquidated damages and not as a penalty the following:

<u>Days of Delay</u>	<u>Liquidated Damages per Day</u>
0 to 7	\$ 1500.00
8 to 14	\$ 2000.00
15 to 28	\$ 2500.00
29 or more	\$ 3000.00

Note: A delay on one phase of the project will not alter the dates established in the construction schedule for subsequent phases of the project unless additional time is allowed by written extension signed by the Owner.

MATERIALS AND SUBSTITUTIONS: Prior to the bid opening, bidders wishing to obtain approval on brands other than those specified by name, shall submit their requests together with full descriptive technical data and samples, if requested, to be received by the Engineer not less than seven (7) calendar days prior to bid opening. The material or methods substituted shall in every way perform equally to that specified, and shall fit into the space and system designated. The Contractor shall assume full responsibility for any effect on other items or portions of the structure influenced by these substitutions. Approval by the Architect will be in the form of an addendum to the specifications issued to all perspective bidders indicating that additional brand or brands are approved as equal to those specified.

The bidders proposal shall be in strict accordance with the drawings and specifications; however, at the time of the bid opening, and attached to the Bidders Proposal, unless otherwise specified, the Contractor may offer a substitute for any material, apparatus, equipment, or process indicated or specified by patent or propriety and/or by name of manufacturers which he considers equal in every respect to those specified. The offer shall include the difference in cost of each item, if any. If the Contractor does not offer

any substitute in the manner as required by this section, or if a substitute so offered is not deemed by the Architect to be equal or acceptable to that indicated or specified, then the Contractor shall furnish, erect, or install the material, apparatus, equipment, or process indicated or specified by name.

The contract will be signed on the basis of the Base Bid without reference to substitutes. The acceptance, if any, of substitutes will be handled by Change Order.

TAXES: The Contractor shall comply with all Social Security Laws and Workmen's Compensation Laws and shall pay all sales and use taxes as required by law. He shall obtain all required licenses required by local, state, and federal administrative authority. All sales tax on materials and equipment for this project shall be excluded.

E-VERIFY CERTIFICATION: Prior to the execution of a contract, the vendor shall provide documentation to the District that it has registered and currently participates in the Status Verification System (the electronic verification system operated by the federal government known as E-Verify) to verify the work eligibility status of the vendor's employees. In addition, the selected vendor shall also obtain affidavit certification from all subcontractors utilized by the vendor for projects concerning the District that they have verified the work eligibility status of their respective employees through the Status Verification System (E-Verify). (See Utah Code Ann., 63G-11-103).

LEAD SAFETY REQUIREMENTS: The contractor shall comply with all federal laws that require contractors that disturb lead-based paint in schools built before 1978 to be certified and follow specific work practices to prevent lead contamination. Therefore, beginning in April 2010, all contractors will have to have a contractor's certification. For further information see www.epa.gov/lead/nlic/htm or call 1-800-424-LEAD.

PROPOSAL

NAME OF BIDDER _____ DATE _____

For the: Amelia Earhart Elementary Chiller Replacement

The undersigned, responsive to the Notice to Contractors and in accordance with the Instructions to Bidders in compliance with your invitation for bids and having examined the Contract Documents and the site of the proposed Work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this Proposal is a part:

I/We acknowledge receipt of the following Addenda: _____

For work shown on the Drawings and described in the Specifications and Contract Documents, including allowance, I/we agree to perform for the sum of:

Amelia Earhart Elementary Chiller Replacement

Base Bid: _____ DOLLARS

(\$ _____) (In case of discrepancy, written amount shall govern)

I/We guarantee that the Work on the Amelia Earhart Elementary Chiller Replacement will be Substantially Complete according to the following schedule: Construction is estimated to begin November 27, 2017 and shall be complete by March 5, 2018, as per the construction phasing plan included in the drawings and specifications.

Enclosed is a (Bond or Check), as required, in the sum of _____.

The undersigned Contractor's License Number for Utah is _____.

Upon receipt of notice of acceptance of this bid, the undersigned agrees to execute the contract within five (5) days and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract. The certified check, cashier's check or Bid Bond attached, in the amount not less than five percent (5%) of the above bid sum, shall become the property of the Owner as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Addenda Nos. _____ have been received.

Signature _____.

Title or Office _____.

(Seal) Legal Address _____.

Contractor License Number _____.

If Corporation, organized under the Laws of the State of _____.

PROJECT PROPOSAL SUBCONTRACTORS LIST

BASE BID:

TRADE

SUBCONTRACTORS

AUTOMATIC TEMPERATURE CONTROLS: _____

HVAC: _____

PLUMBING: _____

ELECTRICAL: _____

GENERAL CONSTRUCTION: _____

FINAL CLEANING: _____

OTHER: _____

PROJECT PROPOSAL DETAILED SCHEDULE OF VALUES

<u>ITEM</u>	<u>COST</u>	<u>LABOR</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

SCHEDULE

PROPOSED CONSTRUCTION

CONTRACTOR QUALIFICATION STATEMENT

Provo School District

280 West 940 North, Provo, UT 84604

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

COMPANY NAME: _____

ADDRESS: _____

- CORPORATION JOINT VENTURE INDIVIDUAL
 PARTNERSHIP LIMITED LIABILITY CO. OTHER

CONTACTS: _____

TELEPHONE: _____

FACSIMILE NO: _____

PRINCIPAL OFFICE: _____

1. Type of work: _____
2. How many years has your organization been in business as a contractor?

3. How many years has your organization been in business under its present business name?

4. If a corporation, answer the following:
 - a. Date of incorporation: _____
 - b. State of incorporation: _____
 - c. President's name: _____
 - d. Vice President's name: _____
 - e. Secretary's name: _____
 - f. Treasurer's name: _____

5. If an individual, limited liability company, or a partnership, answer the following:

a. Date of organization: _____

b. Type of organization: _____

c. Name and address of all managers, members, or partners:

6. If other than a corporation, limited liability company, or a partnership, describe the organization and name its principals:

7. List all states and bid categories in which your organization is legally qualified to do business. Indicate registration or license numbers if applicable. List states in which partnership or trade name is filed.

8. We normally perform the following work with our own forces:

9. Has your organization ever failed to complete any work awarded to you? If so, attach details.

10. Within the last five (5) years, has any officer, manager, member, or partner of your organization been an officer, manager, member, or partner of another organization that has failed to complete a construction contract? If so, attach a separate sheet of explanation.

11. Major Suppliers:

COMPANY NAME	ADDRESS	CONTACT	PHONE

12. Bonding Agent:

Bond Limits: Single _____ Aggregate _____

Bonding Company Name: _____

Address: _____

Phone: _____

- Agent: _____
13. Bank: _____
- Company Name: _____
- Address: _____
- Phone: _____
- Contact: _____

14. Provide a list of major construction projects in progress including the following information:

POINT OF CONTACT: Person who will be able to answer any customer satisfaction questions.

PHONE NUMBER: Phone number of the contact we will be surveying.

USER NAME: Name of Company / Institution that procured the construction work.

PROJECT NAME: Name of the project.

DATE COMMENCED: Date when work commenced, percent complete, and

AND STATUS: scheduled completion date.

ADDRESS: Street, city, and state where the work was performed.

SIZE: Size of project in dollars.

DURATION: Duration of the project / construction in months.

TYPE: Type of the project (i.e.: school, offices, warehouse, etc.)

15. Provide a list of major construction projects completed, including the following information:

POINT OF CONTACT: Person who will be able to answer any customer satisfaction questions.

PHONE NUMBER: Phone number of the contact we will be surveying.

USER NAME: Name of Company / Institution that procured the construction work.

PROJECT NAME: Name of the project.

DATE COMPLETED: Date when the work was completed.

ADDRESS: Street, city, and state where the work was performed.

SIZE: Size of project in dollars.

DURATION: Duration of the project / construction in months.

TYPE: Type of the project (i.e.: school, offices, warehouse, etc.)

16. Provide resumes and present commitments of the key individuals in your organization. Include construction experience by job and responsibility and the identity of all companies previously worked for by such key individuals.
17. Attach an audited financial statement, including your latest balance sheet and income statement showing the following items:
 - a. Current Assets
 - b. Net Fixed Assets
 - c. Other Assets
 - d. Current Liabilities
 - e. Other Liabilities
 - f. Net Equity
 - g. Pending or threatened litigation

Name of firm preparing financial statement and date thereof:

Is this financial statement for the identical organization named on page one? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided.

Will this organization act as guarantor of the construction contract?

Dated at _____ this _____ day of _____, 20____.

Name of organization _____

Signed:

Title:

STATE OF _____) :ss

COUNTY OF _____)

_____ being duly sworn deposes and says that he/she is the _____ of _____ and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____ 20____.

_____ NOTARY PUBLIC

SEE ATTACHED AIA DOCUMENTS FOR FOLLOWING CONTRACTS:

Bid Bond

Performance/Payment Bond

Certificate of Substantial Completion

Standard Form of Agreement Between Owner and Contractor