

INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

1.1 GENERAL PROJECT INFORMATION

- A. Notice to Bidders: **Qualified** bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.
- B. Project Identification: **Spring Creek Elementary Chiller Replacement.**
 - 1. Project Location: 1740 Nevada Ave, Provo UT 84606.
- C. Owner: Provo School District, 280 West 940 North, Provo, Utah 84604.
 - 1. Owner's Representative: Tina Fluehe, Provo School District Purchasing Director.
- D. Consulting Engineer: B&D Engineering, 1255 Fort Union Blvd, Cottonwood Heights, Utah, 84047. Contact: William Lewis, B&D Engineering, billy@bd-eng.com.
- E. Project Description: Project consists of the following:
 - 1. Removal and replacement of an existing air-cooled chiller.
 - 2. Removal and replacement of existing chilled water pump motors.
 - 3. Addition of variable frequency drives (VFD) to existing chilled water pumps.
 - 4. Demolition, modification, and addition of piping chilled water piping.
 - 5. Removal and replacement of existing triple duty valves at existing chilled water pumps.
 - 6. All electrical power demolition, modification, and addition associated with the mechanical equipment scope of work identified within the construction documents.

1.2 BID SUBMITTAL AND OPENING

- A. Sealed proposals will be received by the Provo School District until the bid time and date at the location indicated below, for all construction work to complete the above referenced project in accordance with the Contract Documents prepared by B&D Engineering.
 - 1. **Bid Due Date: November 15th, 2018.**
 - 2. Bid Time: **2:00 p.m., MST.**
 - 3. Location: Provo City School District, Attention: Tina Fluehe, District Purchasing, 280 West 940 North, Provo, Utah 84604
- B. Proposals will be received at the times stated above. Proposals received after the opening times stated will not be accepted.
- C. Evaluation of Proposals will be a Value Based Selection where cost and other factors are considered for determining the best valued proposal.
- D. Bids will be thereafter be publicly opened and read aloud.

1.3 BID SECURITY

- A. Bid security is required in the form of a **bid bond only** in favor of the Owner, executed by the bidder as principal and a satisfactory surety company as surety, in an amount not less than 5%

INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

(five percent) of the maximum amount of the bid. Bid security shall be given as a guarantee that the proposer will execute the contract if it is awarded to him, in conformity with the Contract Documents.

1.4 PREBID CONFERENCE

- A. A Prebid conference for all bidders will be held at Spring Creek Elementary, 1740 Nevada Ave, Provo UT 84606 on **Wednesday, November 7th, 2018 at 11:00 a.m., MST**. Prospective bidders are **required** to attend. Bidding contractors shall meet in the main office.
- B. Bidder Questions: Submit written questions to be addressed at Prebid meeting minimum of **two (2)** business days prior to meeting. All questions regarding the Bid Documents or Proposed Substitutions must be directed to: William Lewis, B&D Engineering, billy@bd-eng.com.
- C. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids.

1.5 DOCUMENTS

- A. **Proposal Documents in PDF form will be available on or after October 30th, 2018.** Plans and Specifications can be requested from B&D Engineering at 1225 Ft Union Blvd, Suite 320, Cottonwood Heights, Utah, 84047.
 - 1. If the bidder requests a printed set of drawings and specifications, B&D Engineering will request a printing fee of \$50.00.
- B. 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 (10) days after the time set for receiving bids, the complete set of drawings and specifications in good condition, will forfeit his deposit.
- C. Deposits will be returned after bids are opened, subject to the above conditions.

1.6 BID REQUIREMENTS

- A. An official of the general construction company authorized to bind the company must sign proposals and proposal must be firm for a period of sixty (60) days from the due date.
- B. By signing their Bid, the Contractor certifies the following:
 - 1. **CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the state or participating political subdivision to secure favorable treatment with respect to being awarded this contract.
 - 2. **NON-COLLUSION:** By signing the bid, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

3. **DEBARMENT:** The contractor certifies that neither the company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. **If the contractor cannot certify this statement, attach a written explanation for review by the District.**
4. **NON-DISCRIMINATION REQUIREMENTS:** The proposing firm must comply, at all times during the solicitation and contracting period, with all applicable Federal, State, County and City anti-discrimination laws, ordinances, rules, and regulations. Any violations of this provision shall be considered a violation of a material provision of the solicitation process and subsequent contract and shall be grounds for disqualification, cancellation, termination, or suspension.

1.7 PROPOSALS

- A. Proposals shall conform and be responsive to all Documents, as well as to the Request for Proposal Guidelines
- B. Before submitting a proposal, each bidder shall carefully examine the construction drawings, specifications, and other contract documents. Bidders shall visit the site of work and shall be fully informed of all existing conditions and limitations, and shall include in the proposal the cost of all items included in the contract.
- C. Proposals shall be delivered, SEALED, with project name on front, to the Provo School District Office, at or before the time stated in Section 1.2 – BID SUBMITTAL AND OPENING. The proposals must bear no marks, erasures, written changes, nor interlineations other than those required and provided for.
- D. Bids shall not contain any recapitulation of the work to be done. Alternate proposals will not be considered unless requested. No oral, telegraphic, or telephonic proposals or modifications will be considered.
- E. It shall be the responsibility of the bidder to ensure that their 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. Bidder shall refer to Section 1.2 – BID SUBMITTAL AND OPENING for scheduled closing time.
- F. It shall be the responsibility of each bidder to inform themselves 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.
- G. The Provo School District will take advantage of the tax-exempt law that became effective January 1, 1996. The vendors must use tax exempt form TC721G when purchasing construction materials for Provo School District projects. A copy of form TC721G will be completed and signed by a District representative at time of award.

1.8 WITHDRAWAL OF BID

- A. No bidder may withdraw their proposal within a sixty-day (60) period after the bid opening.

INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

1.9 INTERPRETATION OF DRAWINGS AND DOCUMENTS

- A. 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.
- B. 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.
- C. 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.

1.10 ADDENDA OR BULLETINS

- A. 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.

1.11 AGREEMENT

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

1.12 AWARD OR REJECTION OF BIDS

- A. 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.
- B. **Provo City School District Board of Education** reserves the right to reject any and all proposals or to waive any non-statutory informality. The Board of Education further reserves the right to make the contract award deemed by the Purchasing Coordinator and the selection committee to be in the best interest of the District. The Board's decision to accept or reject the contract shall be final.
- C. The award of the contract will be based on the following criteria:
 - 1. Contractor's bid price 50%

INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

2.	Proposed construction schedule	20%
3.	Contractor's qualifications and experience with similar projects	15%
4.	Subcontractors list and Project cost breakdown	15%

1.13 APPROVAL OF SUBCONTRACTORS

- A. 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 manufacturers who will bond or guarantee the material.

1.14 EQUAL OPPORTUNITY EMPLOYER

- A. 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.

1.15 BONDS

- A. The successful Contractor, simultaneously with the execution of the agreement, shall be required to submit 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.

1.16 ASSIGNMENT OF CONTRACT

- A. 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.

INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

1.17 COST BREAKDOWN

- A. 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.

1.18 SCHEDULE OF VALUES

- A. 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.

1.19 SUBCONTRACTORS LIST

- A. As part of the proposal, contractor shall submit a list of subcontractors to perform work on the project.

1.20 ALLOWANCE

- A. **An allowance of 10% of the total bid shall be included in the contractors bid for use as determined by Provo School District.**

1.21 CONSTRUCTION SCHEDULE

- A. Contractor shall provide a construction schedule as part of their proposal.
- B. The successful contractors must review and familiarize themselves with the required project completion date as it pertains to the performance of their work. Liquidated damages will be assessed upon failure to complete the project on or before the stipulated date in the construction documents.
- C. Contractor shall provide a critical path schedule at the time of the contract signing showing how completion dates will be met and updated as required by the Owner and Architect throughout the construction period

1.22 WARRANTY

- A. The Contractor will be required to visit the site one year after Substantial Completion with the assigned representative of the District and the Architect to review warranty issues. A Warranty Punch List will be issued and the Contractor will be responsible to complete these warranty items. Additional inspections will take place as required to satisfactorily complete warranty punch list items in accordance with Section 12.2 of the General Conditions AIA A201.

INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

1.23 INSURANCE POLICES

- A. Prior to signing the contract, the selected contractor shall provide Builders Risk Insurance for the project and include the costs in the Schedule of Values. The Contractor may purchase Builders Risk Insurance through Provo City School District and State Risk Management, but the coverage will be in the Contractor's name.

1.24 START OF CONSTRUCTION

- A. The start of construction shall be no later than **January 14th, 2019**. Major equipment purchases, however, will be completed upon Notice to Proceed for the Project so as not to delay the overall schedule. Only the Owner can approve a change in start of construction. Contractor shall provide written request to the Owner with a full explanation for the request. It is at the Owner's discretion to approve or disapprove the Contractor's request for start of construction date change.

1.25 TIME OF COMPLETION

- A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. The Project shall be substantially completed within the number of days indicated in the Project Manual. Work is subject to liquidated damages.

1.26 LIQUIDATED DAMAGES

- A. 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	\$1,500.00
8 to 14	\$2,000.00
15 to 28	\$2,500.00
29 or more	\$3,000.00

INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

1.27 BIDDER'S QUALIFICATIONS

- A. All perspective Bidders shall be required to complete the Provo School District Request for Qualifications (RFQ) document for pre-qualification. The RFQ shall be issued as a separate document. be prequalified by Owner.

END OF DOCUMENT