

REQUEST FOR PROPOSAL

**ASBESTOS ABATEMENT PROJECT
Naval Reserve
Grandview Elementary
Lynn Elementary
RFP8-003**

**Ogden City School District
956 20th Street
Ogden, Utah 84401**

**Project Dates:
November 1, 2017 – November 30, 2017**

**Prepared by:
Marcus Phipps
ASB-3365**

Contents

This manual contains the following:

- Notice to Bidders
- Instructions to Bidders
- Site Work
- Bid Submittal Checklist
- Bid Forms
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- Performance Bond
- Payment Bond

Notice to Bidders

1. Project

Former Naval Reserve Buildings Asbestos Abatement
Former Grandview Elementary
Former Lynn Elementary

2. Site Locations

Naval Reserve 1900 Jackson Avenue Ogden, UT 84404	Grandview Elementary 960 39 th Street Ogden, UT 84401	Lynn Elementary 605 Grant Avenue Ogden, UT 84404
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3. Owner

The Ogden Board of Education
Ogden City School District
1950 Monroe Blvd.
Ogden, UT 84404

4. Owner's Representative

Marcus Phipps
Ogden City School District
956 20th Street
Ogden, UT 84401
Work: (801) 737-8842
Cell: (801) 430-1294
phippsm@ogdensd.org

5. Attendance at the pre-bid meeting is a pre-requisite for bidding.

6. Pre-Bid meeting will take place, beginning at the Lynn Elementary location, at 10:00 am on September 27, 2017.

7. The Owner reserves the right to accept or reject any or all bids.

8. If Bidders have questions or need to seek clarification during this bidding process, they must submit through sciquest

<https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>

Instructions to Bidders

1. Scope of Contract:
 - a. Contractor shall be fully responsible for all labor, fees, materials, and equipment necessary to complete the asbestos abatement as required in the Contract Documents.
2. Requirements before Submitting Bids:
 - a. Bidder must have a current Utah Business License and an ASBC number from the Utah Division of Air Quality.
 - b. The site and any building located thereon shall be thoroughly examined in relation to the conditions which might directly or indirectly affect the contract work. The bid sum shall reflect all such affecting conditions. Bidders shall be responsible for verifying all dimensions which may affect the work.
 - c. Bids will not be accepted from Bidders that do not attend the pre-bid meeting.
 - d. Bidder shall provide proof and keep the following insurance coverage:
 - i. Commercial general liability (including contractual liability) \$5,000,000 per occurrence and \$5,000,000 in the aggregate
 - ii. Automotive liability covering vehicles owned, non-owned, and hired – combined single limit of \$1,000,000
 - iii. Worker's compensation coverage – as required by law
 - iv. Employer liability - \$1,000,000
3. Interpretation of Drawings and Documents:
 - a. If any Bidder is in doubt as to the true meaning of any part of the Contract Documents or finds errors, discrepancies or omissions, he shall request interpretation or correction.
4. Preparing and Submitting Bids:
 - a. Bids shall be prepared on forms provided in this document.
 - b. Bids will not be accepted from Bidders who did not attend the pre-bid meeting.
 - c. All taxes, fees, permits, etc. shall be included in the bid sum.
 - d. Contractor shall submit a work plan for each site for review along with bid. Work plan shall include the dates and times that the contractor will be at each site.
 - e. Bids shall be delivered to: 1950 Monroe Blvd. Building 1 Room 210 - Ogden, Utah 84401
 - f. Bids must be received prior to 2:00 pm, October 10, 2017.
 - g. Bids may not be submitted electronically.
 - h. Bids must bear no marks, erasures, writing, or changes except as specifically requested.
 - i. It is the Bidder's sole responsibility to see that the Bid is received at the proper time.
 - j. Envelopes shall contain nothing but completed bid form, bid bond, performance bond, work plan, contractor documentation in section 10.g of this document, insurance certificate and bid checklist.
 - k. Envelopes shall be opaque, bear Bidder's name, be sealed, and addressed as follows:

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Grandview Elementary
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RFP8-003

- f. Should the Bidder to whom the contract is awarded fail or be unable to execute the contract for any reason within 14 days after the notification of award, then an amount equal to the difference between the accepted bid price, and that of the next highest Bidder shall be paid to the School District as liquidated damages.
- g. If a Bidder has not completed a similar scope project for the Owner within the last 2 years, the Bidder shall submit in the bid package, a notarized statement, signed by an officer of the company, containing the following information:
 - i. A list of (3) previous AHERA projects of similar or larger size and similar scope, completed by the company. Include projects completed, dates of completion and a contact person and phone number for the school district where the projects were completed.
 - ii. A list of all states the company has worked in within the last three years, and a record of any citations, notices or non-compliance, compliance advisories, etc., issued by Federal, State, or local regulatory agencies relating to asbestos abatement activity by the company within the last three years. Include projects, dates, and resolutions or a current separate statement saying none of these items apply.
 - iii. A list of contractual or other penalties incurred through non-compliance with asbestos abatement project specifications, including liquidated damages, overruns in scheduled time limitations, and resolutions, or a current separate statement saying none of these items apply.
 - iv. Situations in which an asbestos-related contract has been prematurely terminated including circumstances, project-specifics, dates, and reasons for termination, or a current separate statement saying none of these items apply.
 - v. Situations in which any asbestos-related legal proceedings/claims are or have been ongoing or in which the Contractor (or employees scheduled to participate in this project) have participated or are currently involved. Including descriptions of role, issue, and resolution to date, or a current separate statement saying none of these items apply.
 - vi. Situations where the Contractor has bid any work that, as low bidder, Contractor subsequently negotiated a change to the bid amount because Contractor could not perform the work at the original bid price. Include dates, contact information, and project-specific information in a detailed summary, or a current separate statement saying none of these items apply.
- h. Failure to submit requested information or the submission of incorrect information will result in disqualification of a bid package.

Site Work

1. Project
 - a. Contractor shall provide a bid for removal and disposal of carpet, tile and mastic, insulation, coatings, caulks, from the corridors, classrooms, and other areas identified in the pre-bid meeting.
 - b. Contractor shall verify all quantities.
2. Considerations
 - a. Owner will ensure that there is power for contractors use.
 - b. Water will be the responsibility of the contractor.
 - c. Contractor must conduct all work Monday thru Friday between 5:30 am and 8:00 pm.
 - d. Contractor will be responsible to move all contents that are interfering with abatement. Contents may be moved to a location that has been abated and left in place for demolition, non ACM contents do not have to be removed from the site.
3. Subcontractors
 - a. The Contractor's responsibility for this project includes the work of all subcontractors.
 - b. The Contractor shall be held responsible to the Owner for proper completion and guarantee of all workmanship and materials under subcontracts and for the acts and omissions of subcontractors.
 - c. It is expressly understood that there is no contractual relationship between the Owner and any subcontractor, and under no circumstances shall the Owner be responsible for the non-performance or financial failure of any subcontractor.
4. Items for Notification
 - a. Inspection report dates:
 - i. Naval Reserve – September 15, 2017
 - ii. Grandview Elementary – September 15, 2017
 - iii. Lynn Elementary – September 1, 2017
 - b. Inspector: Marcus E. Phipps – ASB-3365
5. General
 - a. Contractor shall attend a pre-start meeting on the first day of the project, November 1, 2017 at 8:00 a.m. at one of the project sites, to be arranged by the contractor and the Owner's Representative, and ensure that the project supervisor is in attendance.
 - i. If the same contractor is performing work at all sites a pre-start meeting will be arranged before work begins at each site.
 - b. Contractor shall secure work areas to prevent unauthorized access.
 - c. Contractor shall ensure that there is no unsightly accumulation of debris, materials, personal belongings, tools, etc. and the all areas of work are secure from the unauthorized entry.
 - d. Tobacco of any kind is not allowed on the Owner's property. Violation of this provision is ground for expulsion from the work site for the duration of the project.
 - e. Alcoholic beverages are not allowed on the Owner's property. Violation of this provision is ground for expulsion from the work site for the duration of the project.

- f. Contractor shall provide to the Owner's Representative SDS information for all materials to be used on their work site at the pre-start meeting on the first day of the project.
- g. Contractor shall provide an English-speaking interpreter on-site any time Contractor personnel are non-English-speaking.
- h. Contractor shall provide a contact phone number. The number for this phone shall be provided to the Owner's Representative at the pre-start meeting.
- i. Contractor may not use building restroom facilities.
- j. Contractor shall not allow unauthorized visitors.
- k. Contractor has no salvage rights.
- l. All communication shall be with Owner's Representative.
- m. Contractor shall ensure that Contractor personnel can pass background check.
- n. Contractor personnel shall not have contact with any student.

6. Prefinal and Final Inspections

a. Prefinal Inspection

- i. Prefinal Inspection shall take place no later than noon on the last day of the project – November 30, 2017.
- ii. Upon request of the Contractor, Owner's Representative will conduct an inspection and furnish to Contractor a written list of items to be corrected by Contractor.
- iii. Upon correction of these items Owner's Representative will arrange a Final Completion Inspection with the Contractor.

b. Final Completion Inspection

- i. Final Completion Inspection will be conducted no later than the Monday following the last day of the project – December 4, 2017. Owner's Representative and Contractor shall be in attendance. Owner's Representative and Contractor may invite others to be in attendance.
- ii. Final Completion Inspection will ensure that all deficiencies noted at the Prefinal inspection have been corrected or noted for future resolution/correction.
- iii. Final Completion Inspection may discover deficiencies that were not discovered in the Prefinal Inspection.
- iv. A schedule to correct deficiencies will be agreed upon by the Owner's Representative and Contractor. This schedule shall terminate no later than one calendar week after the Final Completion Inspection.
- v. When all items have been corrected, a certificate authorizing final payment will be issued.

7. Liquid Damages

- a. It is acknowledged that the Contractor's failure to achieve final completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of One Thousand Dollars (\$1,000) for each day that Final Completion Inspection is delayed and Five Hundred (\$500) for each day after the agreed upon schedule to correct deficiencies. The total amount of liquidated damages will be deducted from the money due or to become due to the Contractor not as a penalty, but as liquidated damages.


Bid Submittal Checklist

RFP8-003



- Bid Forms (as provided in this document)
- Bid Bond (5% for bid security)
- Performance Bond
- Certificate of Insurance
- Work Plans for each site
- Documentation requested in 10.g (if required)
- This checklist

Bid Form

<p>Naval Reserve Asbestos Abatement RFP8-003</p>	
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Company Name:	Company ASBC#:	Date:
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To the Board of Education of Ogden City School District
1950 Monroe Boulevard
Ogden, Utah 84401

The undersigned, in compliance with your invitation for bids for the **Asbestos Abatement – RFP8-003** having examined the Drawing and Specifications and related documents, having visited the site of the proposed work and being familiar with all of the conditions of the proposed project, including the availability of labor, do hereby propose 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. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this bid is a part.

I acknowledge receipt of the following addenda (if no addenda sent, leave this section blank):

Addenda #1	Signature:	Date:
Addenda #2	Signature:	Date:

For all work shown on the Drawing and described in the Specification, I agree to perform for the sum of:


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

Respectfully submitted,

Authorized Signature

Bid Form

<p>Grandview Elementary Asbestos Abatement RFP8-003</p>	
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Company Name:	Company ASBC#:	Date:
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To the Board of Education of Ogden City School District
1950 Monroe Boulevard
Ogden, Utah 84401

The undersigned, in compliance with your invitation for bids for the **Asbestos Abatement – RFP8-003** having examined the Drawing and Specifications and related documents, having visited the site of the proposed work and being familiar with all of the conditions of the proposed project, including the availability of labor, do hereby propose 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. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this bid is a part.

I acknowledge receipt of the following addenda (if no addenda sent, leave this section blank):

Addenda #1	Signature:	Date:
Addenda #2	Signature:	Date:

For all work shown on the Drawing and described in the Specification, I agree to perform for the sum of:


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

Respectfully submitted,

Authorized Signature

Bid Form

<p>Lynn Elementary Asbestos Abatement RFP8-003</p>	
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Company Name:	Company ASBC#:	Date:
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To the Board of Education of Ogden City School District
1950 Monroe Boulevard
Ogden, Utah 84401

The undersigned, in compliance with your invitation for bids for the **Asbestos Abatement – RFP8-003** having examined the Drawing and Specifications and related documents, having visited the site of the proposed work and being familiar with all of the conditions of the proposed project, including the availability of labor, do hereby propose 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. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this bid is a part.

I acknowledge receipt of the following addenda (if no addenda sent, leave this section blank):

Addenda #1	Signature:	Date:
Addenda #2	Signature:	Date:

For all work shown on the Drawing and described in the Specification, I agree to perform for the sum of:


Written Amount	\$ _____
----------------	----------

(In case of discrepancy, written amount shall govern)

Respectfully submitted,

Authorized Signature

Bid Form

<p>Naval Reserve, Grandview, Elementary, & Lynn Elementary Asbestos Abatement RFP8-003</p>	
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Company Name:	Company ASBC#:	Date:
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To the Board of Education of Ogden City School District
1950 Monroe Boulevard
Ogden, Utah 84401

The undersigned, in compliance with your invitation for bids for the **Asbestos Abatement – RFP8-003** having examined the Drawing and Specifications and related documents, having visited the site of the proposed work and being familiar with all of the conditions of the proposed project, including the availability of labor, do hereby propose 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. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this bid is a part.

I acknowledge receipt of the following addenda (if no addenda sent, leave this section blank):

Addenda #1	Signature:	Date:
Addenda #2	Signature:	Date:

For all work shown on the Drawing and described in the Specification, I agree to perform for the sum of:

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

Respectfully submitted,

Authorized Signature

BID BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed, (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee," in the amount of \$ _____ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the _____ Project.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal does not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the Principal, then this obligation shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that obligations of the Surety under this Bond shall be for a term of sixty (60) days from actual date of the bid opening.

PROVIDED, HOWEVER, that this Bond is executed pursuant to provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

DATED this _____ day of _____, 20_____.

Principal's name and address (if other than a corporation):

By: _____

Title: _____

Principal's name and address (if a corporation):

By: _____

Title: _____

(Affix Corporate Seal)

Surety's name and address:

By: _____

Attorney-in-Fact (Affix Corporate Seal)

STATE OF _____)
COUNTY OF _____) ss.

On this ___ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____

Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General

PERFORMANCE BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

That _____ hereinafter referred to as the "Principal" and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of _____ DOLLARS (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____, for the approximate sum of _____ Dollars (\$ _____), which Contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____

(Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____

Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

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

My commission expires: _____

Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General

PAYMENT BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of _____, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____ for the approximate sum of _____ Dollars (\$ _____), which contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____ (Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____ Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20____.
My commission expires: _____
Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General