

# **REQUEST FOR PROPOSAL**

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

**Ogden City School District  
956 20<sup>th</sup> Street  
Ogden, Utah 84401**

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

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

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This manual contains the following:

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- Instructions to Bidders
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- Performance Bond
- Payment Bond
- Maps

# 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 <sup>th</sup> 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 20<sup>th</sup> 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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- l. If bid is mailed, bid must arrive in envelope as specified above, placed inside a courier/mailling envelope. Bids submitted loose in courier/mailling envelope will be voided and returned.
  - m. Any bid received after the scheduled bid receiving time will be returned to the Bidder unopened
5. Bid Withdrawals:
  - a. Prior to bid opening, Bidders may withdraw bid by written request or by reclaiming bid envelope.
6. Opening of Bids:
  - a. Bids will be opened at 2:00 pm, October 10, 2017.
7. Factors Affecting Contract Award:
  - a. A Bidder's past performance, organization, subcontractor's, equipment and ability to perform and complete the contract in the manner and within the time specified.
  - b. The amount of the bid.
8. Award or Rejection of Bid:
  - a. Each site will be handled independently.
  - b. The Owner reserves the right to accept or reject bids for any reason that serves the best interest of the School District.
  - c. The Owner also reserves the right to waive any technicality or irregularity in a bid.
9. Acceptance of Bid
  - a. No Bidder shall consider himself under contract after the opening and reading of bids until a copy of the Bid form is returned to the Bidder, signed by the Owner's Representative. This may be done by e-mail or hard copy.
10. Additional Instructions to Bidders
  - a. The Contractor shall furnish all labor, materials, facilities, equipment, services, employee training and testing, permits, license, and agreement required to safely remove asbestos in the areas identified in the contract documents.
  - b. By submitting a bid, the Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work including, but not limited to, physical conditions, access to water, electric and other utilities.
  - c. Should a Bidder find discrepancies in the specifications or should he be in doubt as to the meaning or intent of any part thereof, he must, no later than 5 days prior to the bid submittal deadline, request clarification from the Owner's Representative. Failure to request such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the contract documents by the Owner.
  - d. Explanations desired by a prospective Bidder regarding the specifications or other bid documents shall be requested in writing from the Owner's representative no later than 5 days prior to the bid submittal deadline.
  - e. Oral explanations or instructions will not be binding. Only written addenda are binding. Any addenda resulting from Bidder requests will be forwarded to all listed attendees of the pre-bid meeting no later than 48 hours prior to the bid submittal deadline. Bidders shall acknowledge the receipt of all addenda

- 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.
- i. Successful Bidder will be required to submit Payment Bond and Performance Bond included in this packet.

# Site Work

1. Project
  - a. Naval Reserve
    - i. Contractor shall provide a bid for removal and disposal of:
      1. Caulking on the door frames of the shooting range. There is approximately 60 linear feet of this material.
      2. Caulking on the exterior doors and windows of Building 2. There is approximately 522 linear feet of this material.
      3. Carpet, tile and mastic throughout Building 2. There is approximately 4,000 square feet of this material.
      4. Silver paint and caulking on roofing of building 2. There is approximately 5,000 square feet of this material.
      5. TSI and contaminated attic insulation in building 1. There is approximately 1,770 linear feet of this material.
      6. Silver paint and caulking on roofing of building 1. There is approximately 15,000 square feet of this material.
    - ii. Contractor shall verify all quantities
  - b. Grandview Elementary
    - i. Contractor shall provide a bid for removal and disposal of:
      1. Carpet, tile and mastic throughout building. There is approximately 29,281 square feet of this material. All flooring in the building with the exception of the Torginal flooring in the kitchen, media center, restrooms with ceramic tile, and terrazzo tile in the entrance ways.
      2. Sheeting and black mastic in the principal's office area and associated restroom. There is approximately 490 square feet of this material.
      3. Caulking on entry way window and door frames. There is approximately 240 linear feet of this material.
      4. Sheet goods and mastic in Room 10 and inside of coat rack area over heater in the corridor. There is approximately 32 square feet of this material.
      5. Transite ceiling on stage. There is approximately 900 square feet of this material.
      6. All stage lights stored in the media center.
      7. Silver sealant roofing. There is approximately 836 linear feet of this material.
    - ii. Contractor shall verify all quantities
  - c. Lynn Elementary
    - i. Contractor shall provide a bid for removal and disposal of:
      1. Removal and disposal of carpet, tile and mastic throughout building. There is approximately 31,000 square feet of this material. All flooring in the building with the exception of the Torginal flooring in the kitchen, media center, restrooms with ceramic tile, and terrazzo tile in the entrance ways.
      2. Removal and disposal of caulking in the door frames. There is approximately 128 linear feet of this material.
      3. Removal and disposal of silver caulk from the flashing around the media center. There is approximately 450 linear feet of this material.
    - ii. 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 29, 2017
  - ii. Grandview Elementary – September 29, 2017
  - iii. Lynn Elementary – September 15, 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)
- Certificate of Insurance
- Work Plans for each site
- Documentation requested in 10.g (if required)
- This checklist

# Bid Form

<p><b>Naval Reserve Asbestos Abatement RFP8-003</b></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):

<b>Addenda #1</b>	Signature:	Date:
<b>Addenda #2</b>	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, &amp; 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:

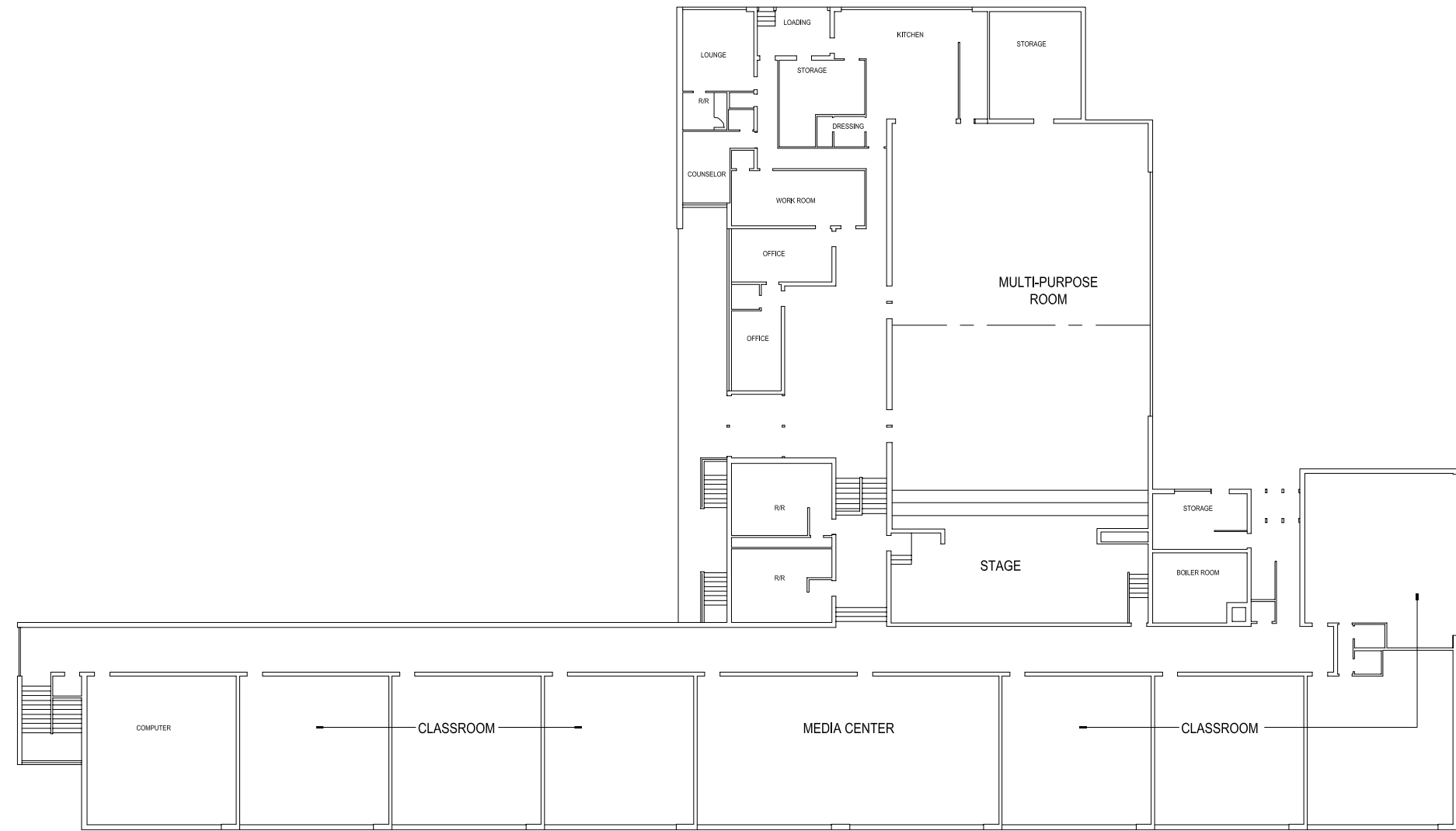
Written Amount	\$ _____
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**(In case of discrepancy, written amount shall govern)**

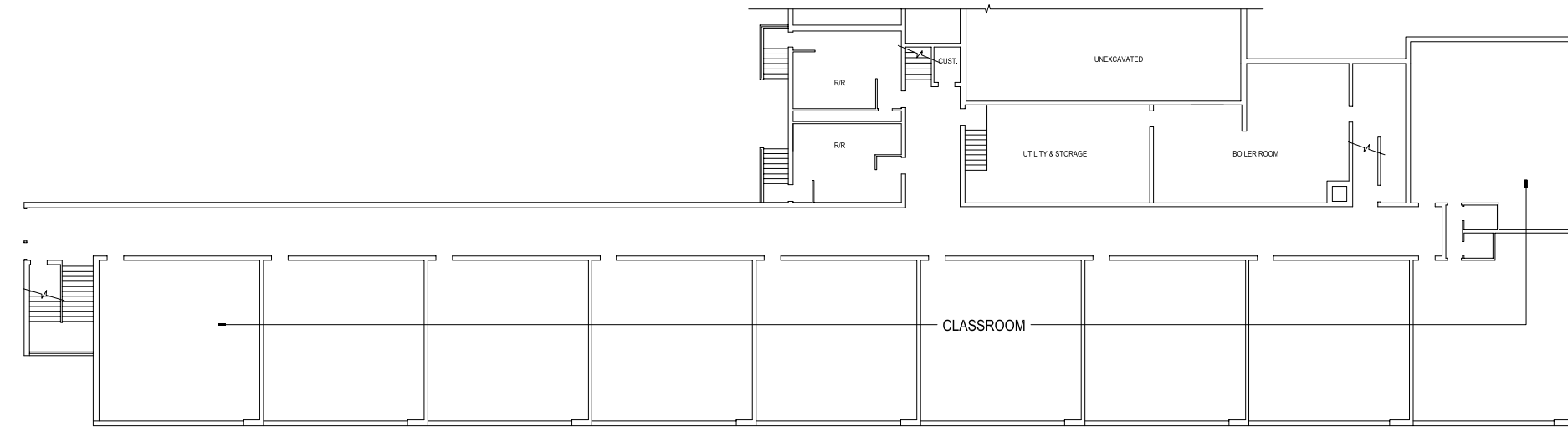
Respectfully submitted,

\_\_\_\_\_  
Authorized Signature

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1 GRANDVIEW ELEMENTARY  
UPPER FLOOR PLAN  
SCALE: N.T.S.



1 GRANDVIEW ELEMENTARY  
LOWER FLOOR PLAN  
SCALE: N.T.S.



ARCHITECTURE  
VALENTINER  
CRANE  
BRUNJES  
ONYON



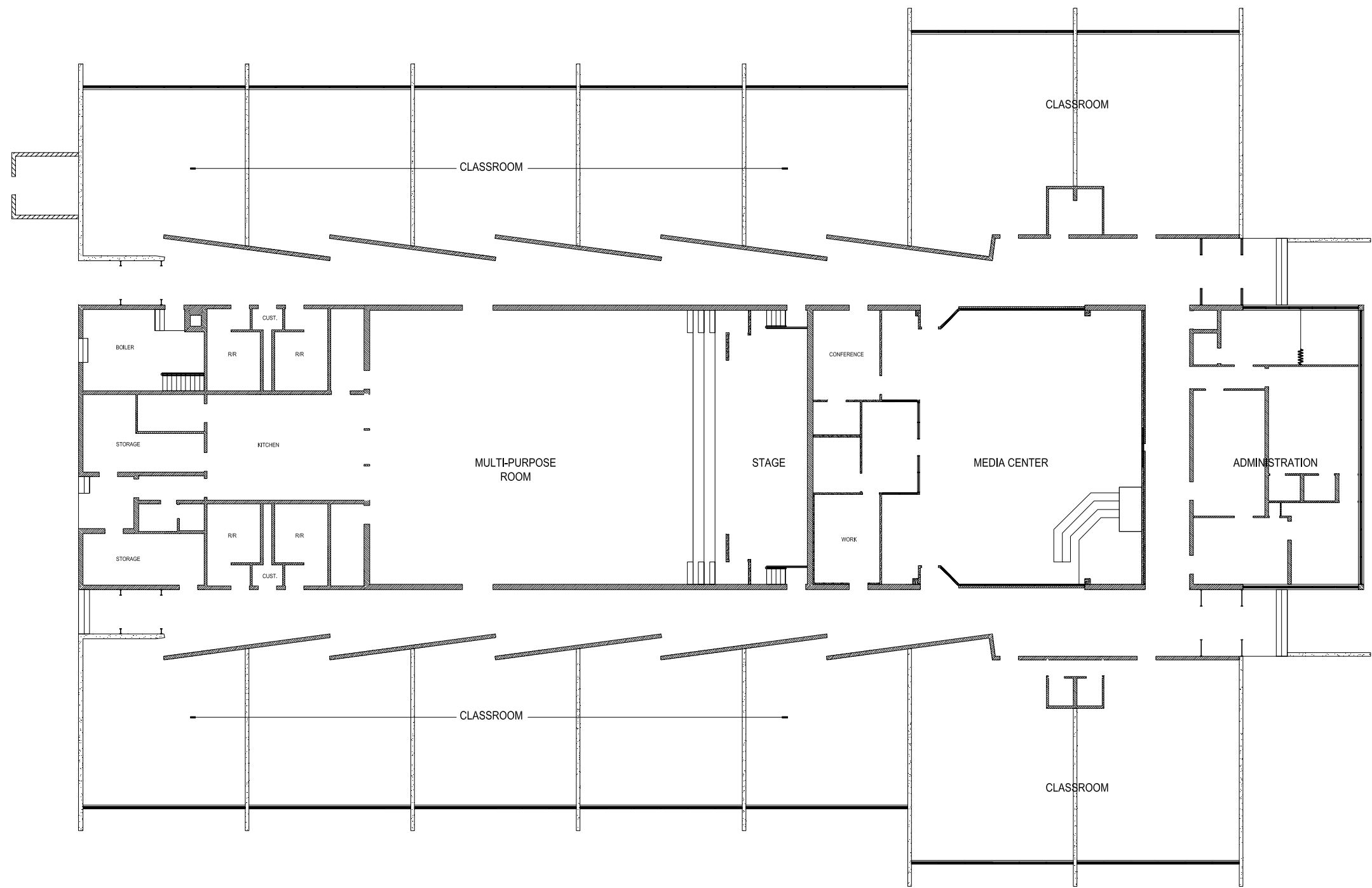
GRANDVIEW ELEMENTARY SCHOOL  
FACILITY ANALYSIS  
OGDEN CITY SCHOOL DISTRICT, OGDEN, UTAH

Rev Date Description

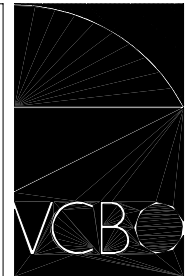
Date 11/15/2002  
Drawn  
Checked  
Project # 02460  
Scale N.T.S.

Drawing Title  
GRANDVIEW ELEMENTARY  
FLOOR PLAN

R:\2002\02460\Elementary\_Schools\Lynn\Sheets\Lynn\_BASE.dwg, 01/08/03 01:40:37 PM, MShow, 1:275142



1 LYNN ELEMENTARY  
FLOOR PLAN  
SCALE: N.T.S.



ARCHITECTURE  
VALENTINER  
CRANE  
BRUNJES  
ONYON



LYNN ELEMENTARY SCHOOL  
FACILITY ANALYSIS  
OGDEN CITY SCHOOL DISTRICT, OGDEN, UTAH

Rev Date Description

Date 11/15/2002  
Drawn  
Checked  
Project # 02460  
Scale N.T.S.

Drawing Title  
LYNN ELEMENTARY  
FLOOR PLAN

A1.1