

Ogden School District

REQUEST FOR PROPOSAL

Asbestos Abatement Horace Mann Elementary School

RFP # 21-010

DUE: February 17, 2021

**Ogden School District
Purchasing Department
Attn: Ken Crawford
1950 Monroe Boulevard
Ogden, UT 84401**

Contents

This manual contains the following:

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Notice to Bidders

1. Project

Asbestos Abatement Horace Mann Elementary School

2. Site Location

Horace Mann Elementary School
1300 9th Street
Ogden, UT 84404

3. Owner

The Ogden Board of Education
Ogden 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 on is a pre-requisite for bidding.

6. Pre-Bid meeting will take place at the Horace Mann Elementary School at 10:00 am on February 8, 2021.

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

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 abatements as required in the Contract Documents.
2. Requirements before Submitting Bids:
 - a. The site and any buildings 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 and quantities which may affect the work.
 - b. Bids will not be accepted from Contractors that do not attend the pre-bid meeting.
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, Bidder shall request interpretation or correction.
4. Preparing and Submitting Bids:
 - a. Bids shall be prepared on forms provided in this document.
 - b. Contractor shall submit project design, by a licensed project designer, for review along with bid. A current copy of the Project Designer license shall be included.
 - c. Bids must be delivered to: 1950 Monroe Blvd. Building 1 Room 210 - Ogden, Utah 84401 by 2:00 pm MST.
 - d. Bids may not be faxed or e-mailed.
 - e. Bids must bear no marks, erasures, writing, or changes except as specifically requested.
 - f. It is the Bidder's sole responsibility to see that the Bid is received at the proper time.
 - g. Envelopes shall contain nothing but completed bid form, bid bond, work plan and contractor documentation in section 10.k of this document, and bid checklist.
 - h. Envelopes shall be opaque, bear Bidder's name, be sealed, and addressed as follows:

Asbestos Abatement Bid For
Asbestos Abatement Horace Mann Elementary
RFP #21-010
 - i. If bid is mailed, bid must arrive in envelope as specified above place inside a courier/mailling envelope. Bids submitted loose in courier/mailling envelope will be voided and returned.
 - j. 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. See Notice to Bidders.
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, together with the amount of the bid, will be elements considered in the award of the contract.

8. Award of Rejection of Bid:
 - a. The Owner reserves the right to reject any or all bids and to waive any irregularity therein.
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. No bids will be accepted from any contractor who has not inspected the jobsite.
 - d. Bidders shall attend a pre-bid meeting to be held at a time designated by the Owner. Attendance at this meeting by the Bidder is a mandatory pre-requisite for acceptance of a bid from the contractor.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. The Contractor shall purchase and maintain insurance that will protect him from claims that may arise out of, or result from, his activities under this contract, whether those activities are performed by himself or by any subcontractor or by anyone directly or indirectly employed by them or by anyone for whose acts any of them may be liable.
 - i. Bidders shall submit proof of coverage under the Workman's Compensation insurance system of the State.
 - j. 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.
 - k. 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
- l. The Owner reserves the right to reject bids for any reason that serves the best interest of the School District.
- m. The Owner also reserves the right to waive any technicality or irregularity in a bid.
- n. 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 the removal and disposal of:
 - i. Carpet, tile and mastic from the corridors, classrooms, and other areas as identified on the map provided in this document. There is approximately 13,134 sq. feet of this material.
 - ii. ACM caulking from the exterior door frames. There is approximately 178 linear feet of this material.
 - iii. Vinyl from stairways on stage. There is approximately 36 sq. feet of this material.
 - iv. Cementitious material from the duct that runs through the attic space of the cafeteria area.
 - v. Wiring of stage spot lights. There is approximately 30 linear feet of this material.
 - b. Contractor shall verify quantities.
 - c. Contractor shall coordinate all visual and air clearances with the Owner's Representative.
 - d. Dates of project: June 2, 2021 – June 16, 2021.
2. Considerations
 - a. Owner will ensure that there is power and water for contractors use.
 - b. Contractor must conduct all work between 5:30 am and 8:00 pm.
 - c. 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 date: January 29, 2021
 - b. Inspector: Marcus E. Phipps – ASB-3365
5. General
 - a. Contractor shall conform to the following scheduling requirements listed on the first page of this document.
 - b. Contractor shall attend a pre-start meeting on the first day of the project, June 2, 2021 at 7:00 a.m. at the project site, and ensure that the project supervisor is in attendance.
 - c. Contractor shall follow all directions on mastic remover – including using the recommended rinse procedures and chemicals.
 - d. Contractor shall purchase and maintain insurance that will protect him from claims that may arise out of, or result from, his activities under this contract, whether those activities are performed by himself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
 - e. Contractor shall secure work area to prevent unauthorized access.
 - f. 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.
 - g. 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.
 - h. Alcoholic beverages are not allowed on the Owner's property.

- i. 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.
- j. Contractor shall provide an English-speaking interpreter on-site any time Contractor personnel are non-English-speaking.
- k. Contractor shall provide a job telephone at Contractor's expense. The number for this phone shall be provided to the Owner's Representative at the pre-start meeting.
- l. Contractor may not use building restroom facilities.
- m. Contractor shall not allow unauthorized visitors.
- n. Contractor has no salvage rights.
- o. All communication shall be with Owner's Representative.
- p. Contractor shall ensure that Contractor personnel can pass background check.
- q. Contractor personnel shall not have contact with any student.
- r. Contractor shall submit work plan with the bid. Work plan shall include the dates and times that the contractor will be on site. This work plan must comply with the considerations section of this document.

6. Prefinal and Final Inspections

- a. Prefinal Inspection
 - i. Prefinal Inspection shall take place no later than noon on the day prior to the final day of the project – June 15, 2021.
 - 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 day after the final day of the project – June 17, 2021. 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.
 - 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 Five Thousand Dollars (\$5,000) for each day that Final Completion Inspection is delayed and One Thousand Five Hundred (\$1500) 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.

8. Preparing and Submitting Bids

- a. Bids shall be prepared on the form provided in the bid packet.
- b. Contractor shall provide project design for review along with the bid.
- c. Additional bid forms may be obtained from the Ogden School District asbestos department.
- d. Bids shall be delivered to: 1950 Monroe Blvd. Building 1 Room 210 - Ogden, Utah 84401
- e. Bids must arrive prior to 2:00 PM MST on February 17, 2021. **Note, if bid is hand delivered then person delivering must be wearing a mask while delivering their bid to the purchasing department.**
- f. All taxes imposed by city, state or federal government shall be included in the bid sum.
- g. Bids will not be accepted from Bidders who did not attend the pre bid meeting.
- h. The owner reserves the right to reject any or all bids and to waive any irregularity therein.

Project Maps



2 HORACE MANN ELEMENTARY
BASEMENT FLOOR PLAN
SCALE: 1/8" = 1'-0"

Horace Mann Elementary School
1300 9th Street
Ogden, UT 84404

1 HORACE MANN ELEMENTARY
FLOOR PLAN
SCALE: 1/8" = 1'-0"



Bid Submittal Checklist

Horace Mann Elementary Asbestos Abatement RFP21-010



- ☐ Bid Form (as provided in this document)
- ☐ Bid Bond (5% for bid security)
- ☐ Work Plan
- ☐ Project Design w/copy of License
- ☐ Copy of General Liability Insurance
- ☐ Verification of Workers Compensation Insurance
- ☐ Documentation requested in 10.k
- ☐ This checklist

Bid Form

Horace Mann Elementary Asbestos Abatement RFP21-010



Company Name:

Company ASBC #:

Date:

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 **Horace Mann Elementary Asbestos Abatement** 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		

For all work shown on the Drawing and described in the Specification,
:

Written Amount

\$

(In case of discrepancy, written amount shall govern)

Respectfully submitted,

Authorized Signature