



JORDAN
SCHOOL DISTRICT

SOLICITATION # 19KP12

BID FOR GENERAL CONTRACTORS

Counseling Center and Day Care Remodel

at

West Jordan High School

.....

RESPONSES ARE DUE PRIOR TO:
MARCH 7, 2019
3:00 PM MST

.....

General Contractors

Jordan School District (JSD) is inviting qualified contractors (Contractors) to submit bids for **the remodel of the counseling office and day care located at West Jordan High School.**

SUBMITTING BIDS

All information requested must be completed and submitted by **Thursday, March 7, 2019 at 3:00 P.M. (MST)**. If the required information is not submitted in a timely manner, the bid will be deemed non-responsive.

The preferred method of submitting a bid is using www.bidsync.com (BidSync). However, physical copies will also be received in the JSD Purchasing Department, 7905 S Redwood Rd, West Jordan, Utah, until the assigned due date and time. Faxed or emailed bids are not acceptable forms of submission and will not be considered as a valid response from a bidder.

Contract documents will be posted on www.bidsync.com and bidders may obtain drawings and specifications via the website. Bidders may make printed copies at their own expense.

PRE-BID CONFERENCE

As a technical requirement, all bidders are required to attend a pre-bid conference on Wednesday, **February 27, 2019 at 3:00 PM**. The pre-bid conference will be at West Jordan High School. The meeting will commence outside the main office at the indicated time, whereby all Contractors will sign a Bid Attendance sheet. NOTE: Nothing stated at the pre-bid conference will change the invitation for bid unless a change is made by written addendum.

QUESTIONS

All questions, interpretations, or clarifications regarding this solicitation shall be submitted through BidSync and are subject to the deadline for submitting questions before **March 4, 2019 at 12:00 PM**. If any bidder detects any discrepancy, conflict, omission, or other error in these documents, they shall notify the District in writing, through BidSync, and request clarification or modification of the construction documents. Clarifications, interpretations, and answers will be posted on BidSync and are considered addenda to the original request.

JSD reserves the right to waive or modify any of the foregoing requirements when it appears to be in their best interest to do so. Nothing contained herein shall relieve any Contractor from the obligation to comply with all other documents or requirements connected with the bidding process and awarding of the contract to the satisfaction of JSD.

AMENDMENTS TO BID

Any changes in quantity, specifications, schedules, opening date, corrections, clarifications, etc. will be in the form of an addendum. Addenda will be posted at bidsync.com. It is the responsibility of the bidder to obtain all addenda. Any addenda submitted prior to the submittal deadline shall become part of this request and any information required shall be included in your bid. Bidders are cautioned not to consider verbal modifications.

Bidders are cautioned not to consider verbal modifications. No JSD employee other than those listed in this document should be contacted in regards to this solicitation. Bid submittal constitutes implied acknowledgment of all addenda.

BID RESULTS

After the bid is presented to the Board of Education, the results will be available on www.bidsync.com and on our web site <http://purchasing.jordandistrict.org>.

NOTICE TO PROCEED

Notice to proceed will be in the form of a Purchase Order from the JSD Purchasing Department. Do not proceed without a Purchase Order.

CONSTRUCTION DATES/DEADLINES

Site work may commence as early as **June 1, 2019** and work must be substantially completed by **August 9, 2019**. A construction schedule must be approved before commencing work by JSD representatives at the pre-construction meeting.

TAX EXEMPT FORMS

Please note that sales made to Utah School Districts are exempt from sales tax according to [Utah Code 59-12-104](#). The vendors must use tax exempt form TC721G when purchasing construction materials for Jordan School District projects. A tax exempt form will be provided upon request. Subcontractors must obtain tax forms from the Contractor.

INSURANCE/LIABILITY

The Contractor must secure and maintain liability insurance (general and auto) of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate (or more as may be required in the Project Manual or contract) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder.

Insurance must be maintained for the duration of the project. Contractor must provide proof of insurance (policy or endorsement) upon demand by JSD and agrees to, at all times, protect, indemnify, defend and hold harmless JSD and its employees from any and all claims.

The Contractor must have workers' compensation insurance as required by Utah State Law. The Contractor shall indemnify and hold harmless the owner and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work.

JSD will assume no liabilities for the Contractor including any of the Contractor's representatives, employees, or properties.

BID SECURITY

Bidders shall attach a bid bond or cashier's check, payable to the order of Jordan School District in the amount of five percent (5%) of the total bid price. Bid bonds shall be with a corporate surety that is licensed to transact business in Utah and is listed in the US Treasury Circular 570 of approved sureties and has an AM Best Rating A- VIII or better.

Acceptable bid security shall be limited to:

- (a) a bid bond underwritten by a company licensed to issue bid bonds in this State and meeting the requirements listed above;
- (b) a cashier's check made payable to the JSD Board of Education, or
- (c) cash.

Bid security shall be given as a guarantee that the bidder will execute the contract if the bid is awarded to them, in conformity with the contract documents. The bid bond of the accepted bidder shall be forfeited in the event that said bidder fails or refuses to enter into a contract, and/or fails to furnish the additional bonds required herein. The successful bidder must present the original bid bond (if an electronic copy was submitted with the bid) before a purchase order will be issued.

BONDING REQUIREMENTS

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 JSD in the event that the contract is **not** negotiated and/or the Performance and Payment Bonds delivered within ten (10) calendar days, as liquidated damages for the delay and additional expense caused thereby.

The purchase order will not be transmitted to the Contractor and work cannot begin until the original payment and performance bonds have been received by the JSD Purchasing Department. Bonding costs must be included in the bid price.

CHANGE ORDERS

No payments will be made to the Contractor for additional work or materials unless a change order has been signed by the owner's representative and executed. Any change order which increases the contract amount shall be subject to prior written certification that the change order

is within the project scope and the determined project or contract budget. Any increase in the contract price must include a corresponding increase in the performance and payment bonds. The increased cost for bonding must not exceed the actual cost charged the contractor by their surety company unless a separate contract is signed with JSD Facility Services which allows for a 10% markup to cover profit, overhead and bonding.

INSPECTIONS

Contractor must be prepared, willing, and accommodating to on-site inspection of all work at any time by a JSD representative during job progress.

LAWS & CODES

The Contractor must abide by all Federal, State, and Local laws (and require all subcontractors to abide by all applicable laws) including, but not limited to employment laws such as the [*Americans with Disabilities Act*](#) and [*E-Verify*](#). Undocumented (illegal immigrant) laborers will not be allowed to work on JSD projects. Any contract that might arise from this bid will be governed by Utah State Laws.

The Contractor must meet or exceed all applicable building codes and Utah State Energy Code requirements.

The Contractor must be familiar with [*Utah State Code 63G-6a-1302*](#) and [*State Purchasing and General Services Rule R33-13-302 Drug and Alcohol Testing*](#), agree to comply with their requirements and is hereby given notice that any contract that might arise as a result of this bid will contain a requirement to comply with this section of the Code and this State Rule. The Contractor must also require all subcontractors to comply with this section of the Code and this State Rule as a condition of contracting with the General Contractor. Written proof may be required by JSD that the Contractor is in compliance during the duration of the project.

LICENSING

Bidders must meet all current licensing requirements of the applicable City, County and State of Utah to do the type of work required under this bid, including the proper license classifications, with a sufficient monetary limit as established and issued by the Division of Occupational and Professional Licensing, State Department of Commerce, as legally required by [*Utah Code 58-55-301*](#). Licensing must be current and valid at the date of bid opening.

LIQUIDATED DAMAGES

Liquidated damages for a missed deadline are set at one thousand dollars (**\$1,000**) **per day** for each and every calendar day past the completion date. This amount is not to be construed in any way as a penalty but as reimbursement to the district for actual expected losses suffered as a direct result of a missed deadline.

PAYMENT

The district agrees to pay the contractor as the work progresses, but not more than once each month, and only upon presentation of an "Application and Certificate for Payment" (AIA Document G702), for work performed during the preceding calendar month. Five-percent (5%) of the earned amount will be retained from each monthly payment. Final payment (retained amount) will be held by the district until project completion, clean-up, inspection, and final approval (signing of the invoice) is made by Karl Peterson or Dave Rostrom, JSD Facility Services. No prepayments or "draws" against anticipated (future) work will be allowed.

WARRANTY

The Contractor warrants that all equipment, materials, and labor furnished or performed will be free from defects for a minimum period of twelve (12) months, unless longer as listed in the technical specifications or drawings, from date of discovery, or when discovery should have been made. Upon notice from JSD of any defect during the applicable warranty period, the affected item, parts, or work shall be redone, redesigned, repaired, or replaced at the Contractor's expense and at a time acceptable to JSD.

CONTRACTOR REQUIREMENTS

Before submitting a bid, the bidding Contractor shall carefully examine all specifications, drawings, and contract documents, paying special attention to the work scopes, visit the site of the work, and fully inform themselves as to all existing conditions and shall include in their bid a sum to cover all items necessary for the performance of the work. The Contractor shall not be allowed any extra compensation by reason of any matter or thing which the contractor should have fully informed itself of, prior to the bid.

The Contractor shall supervise and direct the work, using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the work under the contract.

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, tools, construction, equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

The Contractor shall be responsible for the acts and omissions of all his/her employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the Contractor.

The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by their operations at all times. At the completion of the work, contractor shall remove all waste materials and rubbish from and around the project, as well as his tools, construction

equipment, machinery, and surplus materials, and shall clean all glass surfaces and shall leave the work clean and free from any and all debris, unless otherwise specified.

SUBCONTRACTORS

JSD reserves the right to reject any subcontractor and may withhold awarding the contract to a proposer if any of the subcontractors are considered by JSD to be unqualified. Subcontractors must be held, by the General Contractor, to all requirements listed herein. **A list of subcontractors and their licensing classification must accompany the submittal.** The Contractor shall certify that all subcontractors are licensed as required by Utah State law. After bid award, subcontractors may not be changed without the prior written approval by JSD.

TECHNICAL SPECIFICATIONS

See the *Project Specifications* and *Drawings* attached to this bid request.

SUBSTITUTION PROCEDURE

Requests for substitution may be submitted for consideration at any juncture in the project, both prior to, and after execution of the construction Contract.

- 1) During Bidding
 - a. Make submittal using the Voluntary Substitution Sheet.
 - b. Indicate the name, manufacturer, model number, etc. of the proposed substitution, along with the effect on the Bid amount for each proposed substitution.
 - c. The Owner will evaluate the proposed substitution prior to execution of the Agreement.
 - d. If acceptable, the substitution will be incorporated by reference into the Agreement, and become part of the Contract Documents. The Contract Sum will reflect the net adjustment due to all accepted substitutions.
 - e. If not accepted, the Contractor shall provide the originally specified item.

- 2) After Bidding: If no substitution is offered by the Bidder for those brands specified (without the "equal" clause), then the Contractor shall provide specified products, unless a formal request for substitution is made in writing by the Contractor and accepted by the Owner, under the same restrictions governing the submittal of proposed substitutions form, to be utilized after execution of the Contract.

TERMS AND CONDITIONS

In the event of breach, the prevailing party will be entitled to attorney's fees, regardless of whether the issue is brought to court. JSD requests the assignment of rights to recover damages from any antitrust violations.

JSD is a governmental entity and as such we do not waive any rights granted under the “Governmental Immunity Act of Utah”, [Utah Code 63G-7](#).

BID SHEET

Project: **Counseling Center & Day Care Remodel**
 West Jordan High School
 8136 South 2700 West
 West Jordan, Utah 84088

NAME OF BIDDER: _____

The undersigned, having examined the drawings, specifications, related documents, and the site of the proposed work; being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby propose to furnish all labor, materials and supplies as required for the project in accordance with the Bid 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 Bid Documents of which this proposal is a part.

ADDENDA:

I/We acknowledge receipt of the following addenda: ___/___/___/

ALLOWANCES:

The Base Bid amount includes the following allowances:

Construction Contingency Total: **\$50,000.00**

BID BOND: (For Project Grand Total)

Enclosed is _____, as required, in the sum of \$_____.
(Bond or Certified Funds)

BASE BID: Counseling Center Remodel Only - For work on the project listed above and shown on the drawings and described in the Project Manual, I/We agree to perform for the sum of:

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

ALTERNATE 1: Day Care Center Remodel

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

BID SHEET – cont.

ALTERNATE 2: Wrestling Room HVAC Unit

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

COMPLETION DATES:

I/We guarantee to substantially complete the entire project(s) no later than August 9, 2019, and only after the receipt of a notice to proceed should I/We be the successful bidder.

Liquidated damages for this portion of the work are \$1,000.00 per calendar day per project not completed on time.

BONDS:

Upon receipt of notice of acceptance of this Bid Proposal, the undersigned agrees to execute the contract within seven (7) days and deliver Performance and Payment Bonds in the prescribed form in the amount of 100% of the general construction contract price 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 in the event that the contract is not negotiated and/or the Performance and Payment Bonds delivered within the time set forth, as liquidated damages for the delay and additional expense caused thereby.

Respectfully Submitted,

Name of Bidder

Authorized Signature

Date

SUBCONTRACTORS LIST

This Supplement to Bid form shall be completed and submitted by the General Contractor at the time of receipt of bids. Mark amount "N/A" if not applicable. Provide only the subcontractor's name whose proposal was used and who will be doing the work for each area of work at the time of receipt of bids. Supplement also will become a schedule of values to check each monthly progress payment. General Contractors listing themselves to self-perform work shall list the employee of their firm who will act as foreman for said work.

Company Name (Classification)	Address	Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____