BUILDING SERVICES DEPARTMENT

Quotations MUST Be Returned To this Office by: March 19, 2020

11:00 AM (AZ Time)

9288 E. San Salvador, Scottsdale AZ 85258

ISSUE DATE: March 3rd, 2020

NAVAJO CIVIL PROJECT – RFWQ 20019 SPRING 2020 Marty Topham Phone: 480.484.6150

Email: mtopham@susd.org

The Scottsdale Unified School District is seeking request for written quotations (RFWQ) for **Civil Work to be performed at Navajo Elementary School.**

INSTRUCTIONS: Submit your response on the quote submission form provided (and additional pages; if indicated) for the following request. **NOTE:** Emailed correspondence is the only acceptable response method. Offeror must comply with all terms and conditions of the Maricopa County Co-op Contract 190063. Any resultant agreement; Purchase Orders, or other contracts shall be subject to cancellation pursuant to A.R.S. 38-511, incorporated herein by reference.

The Scottsdale Unified School District has asked that you provide a bid from you for the parking lot work at Navajo Elementary (4525 N Granite Reef Rd, Scottsdale, AZ 85251). This is only a Request for Written Quote on a Project and not to be construed as a new Request for Proposal or any other type of Formal Procuremer

Payment & Performance Bonds are required for this project. The Contractor(s) shall have seven business days to deliver after awarded.

HessRountree is the Civil Engineer on the project and will disseminate General Specifications for this project.

A pre-bid walk through (not mandatory but highly recommended) occurred on Wednesday, February 19th, 2020 at 10:00am.

TimeLine:

Bid Questions: March 12th 2020 at 2:00 P.M.

Bid Submital: March 19th 2020 at 11 A.M. by email to Marty Topham (mtopham@susd.org)

Pre-Bid: Occurred on Wednesday February 19th 2020 at 10AM at the site

Start Construction: April 8th 2020 Complete Construction: July 17th 2020

Please submit any questions in writing no later than Thursday, March 12th, 2020 at 2pm to Dan Collinsworth and Marty

Topham at: dcollinsworth@susd.org and mtopham@susd.org. Questions will be answered and disseminate in one document no later than end of business on Friday, March 13th, 2020.

The campus address of the work is: Navajo Elementary School 4525 N. Granite Reef Rd, Scottsdale, AZ 85251

It is anticipated that this contract will be awarded during the **April 7th**, **2020 Governing Board Meeting**. The successful contractors should anticipate starting **as early as possible after the award**. The balance of the work shall be completed by **July 17th**, **2020** at which time a final punch list walk through should be completed at each campus.

*** Please read all documents in their entirety***

*** Please return all pages of this document, along with your quote ***

Company Name	Federal Employer Identification (FEI) Number:	
Caliente Construction Inc.	86-0697201	
Address:	Telephone Number: (480) 894-5500	
485 W. Vaughn ST. Tempe, AZ 85283	Email: lbergman@calienteconstruction.com	
Authorized Person(Type or Print) Lorraine Bergman, President/CEP		
Authorized Signature: On aine Dugman	Date:03/19/2020	

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Base Bid

1. Lump Sum Base bid (The lump sum price for this item includes all Wor exhibits PRR-1), landscape, structural, and electrical plans).	k shown on civil (plans, \$ <u>965,356</u>
2. Staking Allowance	\$15,000
3. Testing Allowance	\$10,000
4. Permit Allowance	\$5,000
5. Water Meter Allowance	\$22,000
6. Contingency Allowance	\$30,000
TOTAL BID:	\$ 1,047,356

Note: The bid shall include all taxes, bonds, and insurance. The pricing provided above is all inclusive and includes all tax, bonds, insurance, overhead, profit and any other costs associated with the work as indicated on the drawings and specifications. Allowance amounts not used will be deducted from the contract at the end of the project. Bond costs and taxes for the allowances shall be included in the base bid amount and will not be added to each allowance expenditure. No overhead and profit shall be added to the staking, testing or permit allowance expenditures. Overhead and profit in the amount of 18% will be added to contingency allowance expenditures.

Contractor: Caliente Construction Inc.

Printed Name: Lorraine Bergman, President/CEP

Signature: Man

Date: <u>03/19/2020</u>

License No.: ROC 091625; 098769; 164561

Allowances - Navajo Elementary

If the cost of Work covered by an allowance exceeds the amount allocated, the Owner shall pay the difference between the cost and the allowance. If the cost of Work covered by an allowance is less than the amount allocated, the Contractor shall reduce the Contract sum by an amount equal to the difference between the cost and the allowance. All bond costs and taxes, for the allowances shall be included in the lump sum base bid price and will not be added to each allowance expenditure. No overhead or profit shall be added to the staking, testing or permit allowances. Overhead and profit in the amount of 18% will be added to contingency allowance expenditures.

<u>CONSTRUCTION STAKING</u> Contractor shall include \$15,000 for construction staking. This allowance shall not include any overhead or profit. Construction staking will be performed by Hess-Rountree, Inc..

<u>TESTING</u> Contractor shall include \$10,000 for testing. This allowance shall not include any overhead or profit. Ricker Atkinson, McBee, Morman & Associates will provide the testing.

<u>PERMIT ALLOWANCE</u> Contractor shall include \$5,000 for permits. This allowance shall not include any overhead or profit. The contractor will be required to obtain all permits. The actual cost of the permit only will be paid by this allowance.

<u>WATER METER ALLOWANCE</u> Contractor shall include \$5,000 for permits. This allowance shall not include any overhead or profit. The actual cost of the meter and development fees from the city will be paid by this allowance.

<u>CONTINGENCY ALLOWANCE</u> Contractor shall include in his bid price the sum of \$30,000 for unforeseen Work not covered or anticipated but which is required for the proper completion of this project. No Work under this allowance shall be started without the Contractor submitting in writing the scope of changes and associated cost and without prior approval of the Engineer and Owner.

ADDENDUM NO. 1 - DATE: FEBRUARY 24, 2020

PROJECT: SUSD - NAVAJO ELEMENTARY

https://tinyurl.com/navajobid

GENERAL: The following changes, additions or deletions for the above project shall be made to the Contract Documents; all other Conditions shall remain the same. Note: The additions, deletions or changes listed in this Addendum may affect more than the specific item(s) mentioned. Coordination may be necessary to fully revise cases of duplicate information. The Addendum supersedes current conditions shown. Acknowledge receipt of this Addendum by inserting its number and date in the Invitation for Bid. This Addendum forms a part of the Contract Documents and modifies them as follows:

- ITEM NO. 1: Contractor to include 100% payment and performance bonds.
- ITEM NO. 2: The west play equipment and shade structure adjacent to Camelback shall be salvaged and reinstalled by Dave Bang. The easterly equipment and structures shall be demolished and removed from the school by general contractor.
- ITEM NO. 3: Existing wrought iron fence shall be removed per demo plans. If wrought iron is in good condition, salvage and reuse. Repaint all salvaged fence
- ITEM NO. 4: The fees for the new landscape water meter shall be paid from the water meter allowance. See allowance specification
- .ITEM NO. 5: See attached allowances specification for information on allowances.
- ITEM NO. 6: Remove existing soil as needed to get2" of new DG by transformers by Building E.
- ITEM NO. 7: Contractor to video tape site condition prior to construction to document site conditions and the condition of the existing concrete sidewalks. Contractor to protect existing sidewalk and replace any sidewalk damaged by construction.
- ITEM NO. 8: Hydrovac existing storm drain system. See attachment 'Storm Drain-Hydrovac Exhibit"
- ITEM NO. 9: SUSD to pay water bill for temporary irrigation for establishment of the turf and during the 60-day maintenance period.
- ITEM NO. 10: All drawings and the addendum have been added to the Dropbox at the following link: https://tinyurl.com/navajobid
- ITEM NO. 11: Submit an additional bid price for the west parking lot pavement removal and replacement. See attachment "Pavement Removal and Replacement Plan" for details.

ITEM NO. 12: Bids shall be submitted by email to Dan Collinsworth (<u>dcollinsworth@susd.org</u>) and Marty Topham (mtopham@susd,org) by 1pm on 3/19/20. The anticipated date of governing board award is 4/7/20 and the anticipated date of notice to proceed is 4/13/20. All work shall be completed by 7/17/20.

ITEM NO. 13: See attached Landscape Addendums from the Campbell Collaborative for updates on the landscape plan

ITEM NO. 14: Additional sidewalk removal and replacement, fire lane signs, Knox box relocation, and sidewalk regrading has been added. See revised sheet C-7, C-8, and C-9

FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT

All responses to this solicitation shall be accompanied by a sworn and notarized statement disclosing any familial relationship aka, conflict of interest that exists between the owner or any employee of the offeror and any member of the Governing Board of the Scottsdale Unified School District or any employee of the Scottsdale Unified School District:

The undersigned, the owner or authorized officer of (the "Firm"), pursuant to the familial disclosure requirement provided in the attached solicitation, here by represent and warrant, except as provided below, to their best knowledge that no familial relationships exist between the owner(s) or any employee of the company and any member of the Governing Board of the District, Superintendent of the Scottsdale Unified School District or any employee of Scottsdale Unified School District. If such a relationship exists, please explain:

Employee of Firm	Scottsdale Unified School District Connection	How are they related
Not Applicable		

Signature of Person Authorized to Sign Offer)

(Title) Lorraine Bergman, President/CEO

SCOTTSDALE UNIFIED SCHOOL DISTRICT NO. 48 REQUEST FOR WRITTEN QUOTATION – 20019

Civil Work - Navajo Elementary School

SPECIAL TERMS AND CONDITIONS

1. Purpose

The Scottsdale Unified School District (SUSD) is requesting quotes from qualified firms that would be interested in providing Civil Work to be performed at Navajo Elementary School.

Definition of Key Words Used

- A. Shall, Must, Will: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- B. Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the District may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without theinformation.
- C. May: Indicates something that is not mandatory but permissible.

2. Contract Type

Fixed Firm Price

3. Price Clause

Prices <u>shall be firm</u> for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs.

4. Contract Award

It is anticipated that a contract under this RFQ will be awarded to be a single offeror at a Governing Board meeting. *However, the District reserves the right to award to multiple vendors, or a partial award, if determined to be advantageous to the District.* After award is made, a Purchase Order will be issued from date of award through completion of project.

5. Award Basis

If a vendor receives a contract award and is unable to meet the service requirements as outlined in this Solicitation (and subsequent contract), or is unable to hold the contract price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next highest ranked vendor if this determination occurs within a reasonable time period after contract award.

6. Cancellation

This contract (PO) can be canceled with a written notification of 30 days in advance of cancellation from either party. The contract may be terminated by either party prior to the expiration date upon thirty (30) days written notice to the other party. Cancellation of the contract shall not relieve the contractor of responsibility for satisfaction of all work that should have been done up to the last day of the contract

7. Contract Payment Terms

Offerors must indicate the prompt payment terms that they will offer to the District (for example: 2/10 Net 30; 2/15 Net 30, etc.) At a minimum, payment terms shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days.

8. Billing

All billing notices and/or invoices must be sent to the District's Accounts Payable department, as shown on the purchase orders. All invoices shall identify the specific item(s) being billed, including but not limited to labor, supplies, equipment, postage/overnight or expedited courier service etc. Any purchase order issued by the District will refer to the RFWQ number of these Requests for Written Quotations.

9. Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the District. The District reserves the rights to obtain like goods or services from other sources.

10. Authority

This solicitation as well as any resulting contract is issued under the authority of and managed under the Scottsdale District. No alteration or any resulting contract may be made without the express written approval of the District in a form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the vendor.

11. Lobbying

Offerors are hereby advised that lobbying is not permitted with any District personnel or Board Members related to or involved with this RFQ until the administration's recommendation for award has been posted in the District's Board minutes. All oral or written inquiries must be directed through the Purchasing Department. Lobbying is defined as "any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental Decision of a Board Member or ANY District Personnel after release and prior to the award of this contract by all entities." Any Offeror or any individuals that lobby on behalf of Offeror during the time specified will result in the rejection and disqualification of said offer.

12. Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this contract, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such

automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate coverage and naming the Scottsdale Unified School District No. 48 as an additional insured party.

13. Licenses

Successful Offeror shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Offeror.

14. Relationship of the Parties

It is understood and agreed that the awarded firm is a separate legal entity from SUSD and neither the firm nor any of their employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of SUSD. The vendor assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

All responses to this solicitation shall be accompanied by a sworn and notarized statement (Attachment A) disclosing any familial relationship aka, conflict of interest that exists between the owner or any employee of the offeror and any member of the Governing Board of the Scottsdale Unified School District or any employee of the Scottsdale Unified School District

15. Changes in the Scope of Work

During the duration of this contract there may be opportunity for special projects or changes in the scope of work due to State and/or Federal requirements for services not otherwise described within the scope of work. Changes in the scope, character, or complexity of the work may be negotiated if it is mutually agreed that such changes are desirable and necessary. Such changes must be authorized in writing by Scottsdale Unified School District and approved by the Procurement Officer, prior to the performance of the work.

17. Ancillary Agreements

The Scottsdale School District approved Purchase Orders will serve in lieu of additional agreements that require a signature from a school district official. Some exceptions apply depending on the level of complexity of the procurement.

18. Safety

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

19. Permits

Contractor shall be responsible for obtaining any and all permits required to perform this installation. The District will pay for any permitting. The installation shall be in complete compliance with all federal, state, and city codes.

20. Clean Up

- 1. The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the project, as well as tools, construction equipment, machinery and surplus materials.
- 2. Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition.
- 3. If the contractor fails to clean up the work, the District may do so and the cost thereof shall be charged to the contractor.

21. Spillage

Contractor will be responsible for the clean-up of a contamination or spillage resulting from the Asbestos Abatement at the project.

22. Inspection

All materials, service, or construction is subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at vendor's/contractor's risk and may be returned to vendor/contractor. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses are the responsibility of the vendor/contractor.