



**Pocatello  
Chubbuck  
School District 25**

**Maximizing Learning For All Students  
Through Rigor, Relevancy and Relationships**

***Whatever It Takes!***

*~ Making it Happen – Whatever it Takes! ~*

***“Together we are Extraordinary and Accomplishing Great Things!”***

Date: February 8, 2018

**1. REQUEST FOR INFORMAL BIDS:**

**Projects: Floor, Tile and Mastic Abatement at the following locations:**

- 1) Highland High School, 1800 Bench Rd**
- 2) Franklin Middle School, 2271 East Terry**

2. Informal bids will be received by Pocatello/Chubbuck School District No. 25, located at 3115 Pole Line Road, Pocatello, Idaho until 9:30 AM local time, on March 1, 2018.

Bids not delivered by contractors at the time of the bid opening must be received in mail no later than 4:00 PM on February 28, 2018, the day before the bid opening.

The work shall include labor and materials required to complete the described project as shown on the attached drawings and specifications.

A **mandatory** pre-bid walk-thru and conference will be held at 1:00 PM, on Wednesday, February 21, 2018 at the Maintenance Department, 185 Maple St., Pocatello, Idaho.

Plans, specifications, proposal forms and other information are available at the following locations:

School District No. 25  
Maintenance & Operations Dept.  
185 East Maple  
Pocatello, Idaho 83201

School District No. 25  
Administrative Offices  
3115 Pole Line Road  
Pocatello, Idaho 83201

A Public Works Contractors License for the State of Idaho is required to bid on this work if more than \$10,000. Informal bids which do not provide public works license information will not be considered and will be rejected.

**DISTRICT REPRESENTATIVE:**

Refer all questions to Mr. Alan Spidell, School Plant Coordinator, at (208) 233-2604. Contact with other district staff, Board of Trustees, or Administration, will be by written permission only.

Before submitting a proposal, the bidder shall:

- A. Carefully examine the specifications.
- B. Visit the worksite.
- C. Be fully informed of existing conditions and limitations.
- D. Include in the bid, sums sufficient to cover all items required by the contract, and shall rely entirely upon his own examinations and measurements in making his proposal.

HOLD HARMLESS AGREEMENTS:

The District expects your work to conform to professional standards. The contractor is expected to hold the District harmless for all damages or claims arising out of the work performed by the contractor. The District will not agree to hold the contractor harmless for damages or claims.

LAWS AND ORDINANCES:

The contractor hereby binds himself to protect and save harmless the owner from all damages arising from the violation of any and all Federal, State, County, City, and all other laws, rules, regulations, in the performance of the terms of the contract.

CONTRACTOR'S LICENSE:

If cost is \$10,000 or over, we must comply with Idaho Law. The contractor must be registered with the State of Idaho, and hold the required Public Works Contractor's License before submitting a proposal for this work.

The Contractor agrees to pay all state sales, use taxes, building permits and any other permit or fees needed to complete this project.

INSURANCE:

All contractors who provide goods or services to the District are required to provide the District with certificates of insurance for General Liability, Auto Liability, Workers Compensation, and Professional Liability if applicable.

The General Liability and/or Professional Liability certificate must name the District as an additional insured under the contractor's policy.

Certificates are to be provided to the District prior to any work commencing on District property. This would include the placement of any equipment or materials at the work site.

Minimum Insurance Limits

General Liability	\$1,000,000 per occurrence \$1,000,000 products and completed operations \$1,000,000 annual aggregate
Auto Liability	\$1,000,000 per occurrence
Worker' Compensation	Statutory

Professional Liability                    \$1,000,000 per occurrence  
   \$1,000,000 annual aggregate

PERFORMANCE BOND if \$10,000 or above:

The successful bidder will be required to furnish a 100% performance bond when entering into the contract work, per Idaho Code Section 54-1926, "...conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof."

PAYMENT BOND if \$10,000 or above:

The successful bidder will be required to furnish a 100% payment bond when entering into the contract work, per Idaho Code Section 54-1926, "solely for the protection of persons supplying labor or materials, or renting, leasing, or otherwise supplying equipment to the contractor or his subcontractors in the prosecution of the work provided for in such contract."

5% RETAINAGE if \$10,000 or above:

The Owner will retain 5% of the Contractor's earned sum to ensure faithful performance. This 5% will be released to the Contractor upon receipt of approval from State of Idaho. The five percent retainage may be used by Owner to offset any and all losses incurred by Owner in the course of the performance of the Contract by Contractor, including but not limited to tax liens, defective performance, defective products – including those of subcontractors or other damage caused by Contractor in the performance of this Contract. Owner shall provide Contractor with a written itemization of all sums retained by Owner at the time of its issuance of final payment. Under no circumstances shall Owner retain more than five percent of the contract price without written agreement of Contractor.

OWNER/CONTRACTOR AGREEMENT:

The Agreement for the work will be a purchase order if less than \$10,000.

If \$10,000 or above, the agreement will be a District provided Form of Agreement between Owner and Contractor where the basis of payment is a stipulated sum.

CHANGES IN THE WORK:

The owner, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work; the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract, except that any claim for extension of the time caused thereby shall be adjusted at the time of ordering such change.

The total allowance for combined overhead and profit for changes shall be included in the total cost to the owner and shall be based on the following schedule:

- (A.) For the Contractor, 10% over cost;
- (B.) For the Sub-Contractor, 15% over cost to be divided 10% for Sub-Contractor and 5% for Contractor; and
- (C.) For any Sub-Subcontractor, 15% over cost to be divided 5% for Contractor, 5% for Sub-Contractor, and 5% for Sub-Subcontractor.

EMPLOYMENT OF RESIDENTS OF IDAHO:

In compliance with Idaho Laws, Section 44-1001 and 44-1002 Idaho Code, the contractor must employ ninety-five percent 95% bona fide Idaho residents as employees on any such contracts except where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided however, in all cases such employers must give preference to the employment of bona fide Idaho residents in the performance of such work.

EQUIPMENT:

The contractor shall provide all labor, materials, tools, and equipment, etc. necessary for the complete and substantial execution of everything described in the specifications.

STORAGE OF MATERIALS:

The contractor shall make arrangement and coordinate with the Maintenance Dept. for storage of materials. Any damages of life or property caused by storage of materials on the above indicated place shall be paid for by the contractor, who shall hold the owner harmless for any damages concerning the same.

SUPERVISION:

The supervision of this work will be done by the Maintenance Department.

INSPECTION OF WORK:

The representative of the owner shall at all times have access to the work wherever it is in preparation or progress and the contractor shall provide facilities for such access and for inspection.

FORM WH5:

Per Idaho Code Section 54-1904A, within thirty (30) days of award of bid, the contractor shall file with the State Tax Commission a form WH-5, Public Works Contract Report.

WARRANTY:

Manufacturer shall warrant products under normal use to be free from defects in materials and workmanship for a period of one year from date of delivery.

Warranty shall cover repair or replacement of areas determined defective upon inspection.

CLEAN UP:

The contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish from and about the building and all tools and surplus materials and shall leave his work clean. Contractor shall back fill with dirt, sod or asphalt, where applicable. In case of dispute, the owner shall remove the rubbish and surplus materials and charge the cost to the contractor.

DELIVERY AND START OF WORK:

The time frame for this project to be completed working in conjunction with the carpet contractor and the Maintenance Department. The anticipated start date is to be May 29, 2018 and completed by June 30, 2018.

LIQUIDATED DAMAGES:

Contractor shall be required to pay Owner as liquidated damages the sum of \$200 for each day, after the scheduled completion date, that the project is unfinished.

PAYMENT:

Application for payments dated on or prior to the 25<sup>th</sup> of the month, shall be made by the 15<sup>th</sup> of the following month. Application for payments dated after the 25<sup>th</sup> of the month, payment shall be made within 30 days.

BID:

The following universal specifications are being used as a guideline. Alternate bids for equal equipment will be considered. Substitutions or major alternations must be indicated upon the proposal sheet at the time of the bid submission.

Bids must be based upon conditions at the site and these specifications. Bids shall be submitted in accordance with the requirements shown on the bid form.

EVALUATION CRITERIA:

Selection on this project will be evaluated based on the following:

- 1) Price
- 2) Contractor reputation for quality of work with current customers or past performance with District 25. (please list all jobs/contracts greater than \$10,000 performed in the past two years if contractor has not performed one for the District in past 5 years)

## **GENERAL SPECIFICATIONS**

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## 1.1 PROJECT SUMMARY

Removal and Disposal of Floor Tile and Mastic at:

1. Highland High School, 1800 Bench Rd, Pocatello, Idaho
2. Franklin Middle School, 2271 E. Terry St, Pocatello, Idaho

## 1.2 Extent of Work

- A. Below is a brief description of the estimated quantities of Asbestos Floor Tile and Mastic to be abated. These quantities are based on the best information available at the time of the specification preparation. The contractor shall satisfy himself as the actual quantities to be abated. Nothing in this section may be interpreted as limiting the extent of work otherwise required by this contract and related documents.
- B. Removal, clean-up and disposal of ACM flooring and Mastic in an appropriate regulated area in the following approximate quantities;
1. **Highland High School:** Main floor class rooms consisting of approximately 2,391 sf Carpet, Floor Tile w/Mastic. See the attached floor plan for area of work. Contractor is responsible for verification of footages. Footages listed above are approximate.
  2. **Franklin Middle School:** Main floor class rooms consisting of approximately 4,825 sf of Floor Tile w/Mastic. See the attached floor plan for area of work. Contractor is responsible for verification of footages. Footages listed above are approximate.

Vendor is responsible for obtaining the correct measurement sizes for all materials. The measurements on the bid sheet are approximate size only.

## 1.3 Methods of Compliance

- A. All abatement work will be done in accordance with all Local, State and Federal regulations.
- B. A copy of the current EPA Asbestos Abatement Notification will be posted at the job sites.
- C. A copy of all Applicable Training Records and Certifications will be kept at the Job Site.
- D. A copy of Contractors Respirator Program will be kept at the Job Site.
- E. A copy of all asbestos workers physical will be kept at the Job Site.
- F. A copy of all workers Fit Test will be kept on the Job Site.

## 1.4 Air Sampling

- A. Area air sampling will be administered during all floor tile and mastic removal.
- B. Back ground air sampling will be taken by the contractor to help establish the Air Quality.
- C. One out of four workers in the work area will wear a personal air monitor during all abatement work.
- D. An independent certified laboratory will read and interpret all air samples.

- E. Air clearance monitoring is not a part of this bid package. Third party air clearance monitoring will be provided by Pocatello/Chubbuck School District #25.
- F. A copy of all air monitoring will be submitted to the owner or the owner's rep no more than 24 business hrs after the contractor has received it.
- G. The contractor will conduct air monitoring as required by regulations.
- H. Air monitoring results will be made available to all employees.

### **1.5 Record Keeping**

- A. Daily logs will be kept on the job site until the end of the project.
- B. All air sampling records will be kept on the job site until the end of the project.
- C. A copy of EPA notification both original and revised will be kept for 30 years.
- D. At the end of the project a copy of all logs, air results, disposal waste shipment records will be submitted to the owner as part of the close-out report.

### **1.6 Housekeeping**

All workers are to keep their work area clear and clean, there will be continuous cleaning throughout the daily work and always at the end of any completed area and always at the end of every shift the area is to be cleared of any unnecessary materials and bags. It is everyone's job to keep their work area in a safe and clean environment.

### **1.7 Medical Surveillance**

All asbestos abatement workers shall have a yearly physical in accordance with OSHA ASBESTOS STANDARD 29 CFR 1910.1001,29 AND 29 CFR 1926.1101, RESPIRATORY PROTECTION.

### **1.8 Worker Protection**

- A. Prior to commencement of abatement activities, all personnel who will be required to enter the work area or handle containerized asbestos material shall have adequate training, certification and have a current physical and respirator fit test.
- B. Workers shall be provided with a Half Face Dual Cartridge Respirator approved for Asbestos work.
- C. A sufficient quantity of respirator filters approved for asbestos, so that workers can change filters during the work activities as needed.
- D. Respirator filters shall be protected from exposure to asbestos or other harmful products prior to their use.
- E. Workers shall wear disposable full body coveralls in the work area.



## **1.9 Work Entry and Exit**

- A. All workers without exception shall follow all posted and non posted rules and regulations.
- B. Put on a pair of tyvecks and respirator before entering the work area.
- C. Upon exiting the work area, all workers shall shower.
- D. Workers shall not eat, drink, smoke, chew gum, or tobacco in the “Regulated Area”:
- E. Emergency and Fire exits from the regulated area shall be established and clearly marked with duct tape arrows or other effective designations.
  
- F. All persons entering the work area shall wear approved disposable coveralls, footwear and approved respirator. These shall be provided to any authorized personal for regulatory compliance inspections or audits. They must also have proof of training and certification prior to entering the contractors regulated area.
  
- G. Respirators shall be cleaned and stored in accordance with contractor’s respirator program.

## **1.10 Work Area Preparation**

- A. Danger Asbestos Abatement signs shall be posted at the area of approach to the work area.
- B. Ribbon off the area around the work area to be abated with Barrier Tape.
- C. Place 4 mill poly up the walls 3 feet in the work area.
- D. Seal off all windows and door ways with two 4 mill poly walls.
- E. Seal all doorways at the bottom so that the mastic remover will not go into the rooms.
- F. Stop floor tile removal at the doorways to the rooms not to have work done in them.
- G. Set-up decon at the entry way to the work area.

## **1.11 Removal Procedure**

- A. All applicable requirements of OSHA, EPA and DOT shall be followed during Class II work.
- B. Keep materials intact: do not disturb: wet while working with it. Wrap or bag as soon as possible with 2 layers of 6 mil plastic or two 6 mil poly marked bags for disposal.
- C. Negative air machine shall be used to affect some negative pressure in the regulated area. A spare machine shall be available.
- D. Flooring shall be removed intact, as much as possible. Do not rip or tear flooring.
- E. Floor tile removal by hand or infra red heating. Infra red heating units operated by trained personnel following manufacturer’s instructions.
- F. Wet clean and HEPA vacuum the floor before and after removal of flooring.
- G. Package all waste in 6 mil lined drums or two 6 mil poly marked bags.
- H. All waste shall be removed from the work area at the end of the work day.
- I. If the contractor uses mechanical chipping the contractor will put up a full containment area with a wet decon.

### **1.12 Mastic Removal**

- A. Mastic removal material must have a flash point above 140°F.
- B. The mastic removal material must be a “low Odor or no Odor” material. Citrus based is preferred.
- C. A negative air machine as required under flooring removal shall be provided.
- D. Follow all manufacturers’ instructions in the use of the mastic removal material.
  
- E. Package all waste in 6 mil poly lined drums, or two 6 mil poly marked bags. Prior to application of any liquid material, check the floor for penetrations and seal before removing mastic.
- F. Floors will be tested by floor covering contractor after abatement. Work to remove mastic shall not leave floors with high moisture or high alkalinity content. Mastic removal methods that can leave high moisture and/or high alkalinity are NOT to be used.

### **1.13 Disposal**

- A. Package and dispose of waste materials as per this specification. All OSHA, EPA, and DOT requirements must be met. Landfill requirements for packaging must also be met. Non asbestos waste must be done in accordance with applicable regulations.

### **1.14 Abatement Closeout and Certificate of Compliance**

After thorough decontamination, complete asbestos abatement work upon meeting the regulated area clearance criteria and fulfilling the following:

1. Remove all equipment, materials, and debris from the project area.
2. Package and dispose of all asbestos waste as required.
3. Repair or replace interior finishes damaged during the abatement work.
4. Fulfill other project closeout requirements as specified elsewhere in this specification.

**INFORMAL BID RESPONSE**  
**Floor, Tile and Mastic Abatement**  
To be Opened March 1, 2018 at 9:30 AM

We, \_\_\_\_\_ propose to furnish all labor, materials, tools, and equipment and complete all work called for by these specifications in connection with Floor, Tile and Mastic Abatement.

The District will award the Floor, Tile and Mastic Abatement to one vendor for all locations listed in the bid package. Each school/location will have its own individual project number for the total bid sum listed below.

<u>PROJECT</u>	<u>AMOUNT</u>
No. 1 – Highland High School	\$ _____
No. 2 – Franklin Middle School	\$ _____
<b>TOTAL BID:</b>	<b>\$ _____</b>

The Bidder agrees to commence work upon receipt of Contract and Notice to Proceed. Work can begin May 29, 2018 and must be complete prior to June 30, 2018.

The School Board of Trustees reserves the right to reject any or all bids, likewise, to reject any item or items in any such bids and the right to waive any technicality.

Respectfully submitted,

- Attached, if applicable, is a listing of subcontractors names and addresses for this project.
- Attached is our Affidavit of Alcohol and Drug-Free Worksite, as pursuant to Idaho Code 72-1717.
- Attached is Bidder Certification Form.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature / Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Public Works License Number

\_\_\_\_\_  
Phone / Fax Number

\_\_\_\_\_  
Worker's Comp & Liability Insurance

**CONTRACTOR'S AFFIDAVIT  
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that named contractor is in compliance with the provisions of Idaho Code section 72-1717; that named contractor provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of a state construction contract and that named contractor shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

By: \_\_\_\_\_  
(Signature)

**Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

Commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, residing at

\_\_\_\_\_

\_\_\_\_\_

## **BIDDER CERTIFICATION FORM**

1. **Debarment and Suspension** – In submitting this bid proposal, we hereby certify that we have not been suspended or in any way excluded from Federal procurement actions by any Federal Agency. We fully understand that if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract.
  
2. **Anti-Collusion** – In submitting this bid proposal, we hereby certify this proposal was developed and prepared without any collusion with any competing bidder or District employee. The content of this proposal has not been disclosed to any competing or potentially competing bidder prior to the proposal due date and time. Furthermore, no action to persuade any person, partnership or corporation to submit or withhold a bid has been made.
  
3. **Anti-Lobbying** – In submitting this bid proposal, we hereby certify that to the best of our knowledge and belief, no appropriated Federal funds have been paid or will be paid by or on behalf of person associated with this proposal to any person for influencing or attempting to influence and officer or employee of any agency, a member of Congress, an office or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  
4. **National Sexual Offender Registry** – In submitting this bid proposal, you certify to the District that your company will prohibit any persons in your employ who are registered or required to register under the Idaho Sex Offender Registration Act from participation in company business with the District if such participation would require them to be present on school property. You certify further that you have cross checked such employees against the National Sex Offender Registry found at the following web link: <http://www.nsopr.gov/>

Signed: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_

Date: \_\_\_\_\_