State of Idaho
Department of Administration
Division of Public Works

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Design and Construction

Facilities Services

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C. L. "BUTCH" OTTER
Governor
Teresa Luna
Director
TIM MASON
Administrator

FROM: TIM MASON, Administrator
Division of Public Works

ADDENDUM NO. 1

Date: October 18, 2013
Project: Statewide HVAC Service Contracts
Capitol Mall and State Facilities

Owner: Idaho Division of Public Works
502 N. 4th Street
Boise, Idaho 83702

Project No(s).: **13852 & 13853** **No. of Pages** 3

NOTICE TO ALL BIDDERS
You are hereby notified of the following clarifications of and/or revisions to the HVAC Service Contracts for the above referenced project(s).

THIS ADDENDUM is hereby made a part of the project requirements and contract documents for referenced project.

BE SURE to acknowledge this Addendum on your Bid Proposal form.

ITEM NO.:

1. Agenda from the October 16, 2013 Pre-Bid meeting is attached.
2. List of attendees from the October 16, 2013 Pre-Bid meeting is attached.
3. See attached revised Bid Proposal form dated October 18, 2013. This form shall replace and be used instead of the form included in the Project Manual dated September 17, 2013.

4. See attached revised Exhibit A dated October 18, 2013. This shall replace the form included in the Project Manual dated September 17, 2013.

5. See attached revised Exhibit C dated October 18, 2013. This form shall replace the form included in the Project Manual dated September 17, 2013.

6. Clarifications and answers to questions raised following Pre-Bid Meetings.

    1. Question - Does a Supervisor have to be on the job site at all times?

       Answer – By Addendum #1, the word Supervisor is being changed to Superintendent throughout the package. Requirements for the Superintendent at the job site are outlined in the contract in paragraph 10.8.

    2. Question - If a Supervisor is not required to be on the job site at all times, will his off-site hours be billable and allowed to count towards the 50% required in-house labor?

       Answer – Yes, project related activities directly attributable to the project may be considered as billable. This does not apply to any normal overhead time such as clerical, bookkeeping, etc.

    3. Question - Can a Journeyman level tradesman serve as the Supervisor for the job-site?

       Answer - A Journeyman could serve as a Superintendent if your company feels they are qualified and give them that level of responsibility.

    4. Question - Are the hourly rates that will be included in the bid intended to include labor burden, overhead, and profit?

       Answer - Yes

    5. Question - During the pre-bid meeting there was mention of excluding the overtime on the proposal form, assuming that there would be no overtime worked on the jobs as they're issued. Are we required to include overtime pay on the proposal form? If so, do we have to comply with the federal Fair Labor Standards Act?

       Answer - All rate categories, including the four OT categories, need to be completed or the bids would be non-responsive. Meeting federal and/or State requirements is bidders/contractors responsibility to verify and comply with.

    6. Question - Is this job expected to comply with Davis-Bacon wage rates?

       Answer – No

7. Question - Are you anticipating any usage of heavy equipment inside of this contract?

   Answer – Yes, this is being addressed in the addendum under Specialty Equipment sections.

8. Question - On page A-6 Article 5.3, it states that the contractor must furnish the utilities listed to complete construction. Are the costs for utilities such as heat, light, cooling, etc. expected to be included in the hourly wage rate we submit? We can't feasibly cover the cost of many of the utilities listed within an hourly wage rate and still expect to submit a competitive bid. If we submit a competitive number without bid, will provisions be made during the course of the contract to cover utility costs that wouldn't typically be covered?

   Answer - Most Service Contract projects will be small and in existing buildings where utilities are owner furnished. If a job has unique conditions requiring anything more than minor utilities this would be considered at the time of the job assignment.

9. Question - Is a Class D license acceptable to bid on this contract? It seems that it would be since the idea of this contract seems to be multiple small projects throughout the year. We are able to secure a Class C or higher license, and are in the process of doing that, we just won't be able to complete the process prior to the bid date on this contract.

   Answer - The minimum applicable license Class C for bids up to $200,000 needs to be in place at the time of bidding. A Class D license only allows up to $50,000.

Attachments: Bid Proposal
Exhibit A
Exhibit C
Pre-Bid Agenda
Pre-Bid Sign-In Sheet

*** * * END ADDENDUM NO. 1 * * ***

BID PROPOSAL

TO: STATE OF IDAHO
DIVISION OF PUBLIC WORKS

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for HVAC Services Contract: 13852 & 13853, HVAC Service Contracts, Capitol Mall and State Facilities, having examined the Instructions to Bidders, this Bid Proposal and all attachments hereto, and the Contract Documents, hereby proposes to furnish all labor, materials and supplies and to provide the service and insurance in accordance with the Contract Documents at the prices stated. These prices are to cover all expenses incurred, including business overhead, profit, employee benefits, taxes, trade specific tools and equipment, transportation/vehicles, etc., to perform the Work required under the Contract Documents. See Service Contract Exhibits A and C for project specific specialty equipment examples, payments, etc.

Bidder hereby agrees to commence work under the Contract upon receipt of a written Work Order, Purchase Order, or Notice to Proceed from the Owner and to expeditiously complete the Work. The Contract will be in effect for a period of one year from the Effective Date of the Contract with provisions for two, one year extensions.

The following Attachments are incorporated herein by this reference:

A. CONTRACTOR'S AFFIDAVIT CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE
B. BIDDER'S ACKNOWLEDGEMENT STATEMENT
C. DIVISION OF PUBLIC WORKS HVAC SERVICE CONTRACT FORM OF AGREEMENT

Bidder acknowledges receipt of Addenda No. _____.
(List all Addenda)

Hourly Rates for Labor:
Regular Rates and Overtime Rates for each level of worker shall be equal to or greater than the category below. The Superintendent rate shall be equal to or greater than the Journeyman rate which shall be equal to or greater than the Apprentice rate which shall be equal to or greater than the General Laborer rate.

(Regular Rate) Superintendent	$_____	per hour X 800 hrs. *	=	$_____ plus
(Regular Rate) Journeyman	$_____	per hour X 1500 hrs. *	=	$_____ plus
(Regular Rate) Apprentice	$_____	per hour X 600 hrs. *	=	$_____ plus
(Regular Rate) General Laborer	$_____	per hour X 800 hrs. *	=	$_____
		Total Regular Rate	=	$_____ (A)

(Overtime Rate) Superintendent	$_____	per hour X 80 hrs. **	=	$_____ plus
(Overtime Rate) Journeyman	$_____	per hour X 150 hrs. **	=	$_____ plus
(Overtime Rate) Apprentice	$_____	per hour X 60 hrs. **	=	$_____ plus
(Overtime Rate) General Laborer	$_____	per hour X 80 hrs. **	=	$_____
		Total Overtime Rate	=	$_____ (B)

Materials, Specialty Equipment, Parts, Subcontractor Costs:

Materials, specialty equipment, parts and subcontractor charges will be paid at the invoice cost plus the following percentage markup.

Cost Plus _____ Percent Markup X $60,000 *** = $ _____ (C)

Example: (15 Percent Markup/100 +1) X$60,000 =$69,000

Bond costs, shipping costs, permit fees and taxes will be paid at the contractor's or subcontractor's actual invoice cost, without markup. A copy of ALL invoices and timesheets must be submitted with billings for any item exceeding $100.00. At the discretion of the Owner, the contractor may be requested by the Owner to provide invoices for all items.

Total Bid Amount **A + B + C = $ _____TOTAL*****

* Regular Work Hours are defined to be ALL hours worked between 7:00 A.M. and 5:00 P.M., Monday through Friday, to a maximum of forty (40) hours per individual.

Off-hours are defined to be from 5:00 P.M. to 7:00 A.M. Monday through Friday, and all hours Saturday, Sunday and holidays. If the Owner requests for work to be conducted during these hours, the Contractor may charge Overtime Rates.

** Overtime hours are defined as all hours worked above Forty (40) hours per person in one week beginning at 12:00 AM Monday and ending at 11:59 PM Friday. If the Contractor elects to work overtime, the Owner will pay at the regular rate for all hours worked. In addition all Overtime Rates must be equal to or greater than Regular Rates. Any Overtime Rates intentionally left blank or entered as zero (0), or Overtime Rates that are less than Regular Rates on the Bid Proposal Form (Page 1) will be considered non-responsive.

*** The Annual labor hours and material costs factors are for bid evaluation only. The actual hours worked, and materials furnished in a one year period will and may vary.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good for a period of forty-five (45) calendar days after the scheduled opening time for receiving bids.

Upon receipt of written Notice of Intent to Award of this bid, Bidder will execute the Contract within ten (10) days and deliver Insurance Certificates as required by Article 21 of the Contract and Performance and Payment Bonds.

The bid security in the amount of $10,000.00 is to become the property of the Owner, in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder understands that a Contract shall be awarded to each of the two lowest responsive bidders as determined by the formula for bid evaluation contained within this bid proposal.

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to Executive Order 2009-10 and the Contract.

The undersigned certifies that it is of this date duly licensed as an Idaho Public Works Contractor and further that it possesses Idaho Public Works Contractor's License No. _____, and is domiciled in the State of _____.

Dated this _____ day of_____, _____.
(date) (month) (year)

Respectfully submitted by:

_____
(Company)

(Seal - if bid is by a corporation)

_____
(Street or PO Address)

_____
(City, State and zip code)

_____
(Authorized Signature)

_____
(Printed Name and Title)

_____
(Telephone Number)

_____
(FAX Number)

_____
(email address)

Have you remembered to include bid security (bid bond or a certified or cashiers check), Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace and a signed copy of the Bidder's Acknowledgment Statement with your bid?

EXHIBIT A

OWNER'S PROJECT IDENTIFICATION INFORMATION:

DPW Project No. _____
HVAC Service Contract
Capitol Mall and State Facilities

DESCRIPTION;

Work done under this Service Contract includes miscellaneous small HVAC projects. These may include but are not limited to, small repairs, demolition, renovations, new installations, rough-ins, installation or repair of controls, HVAC equipment, ductwork etc. It is anticipated the majority of the work performed will be done with the Contractor's own forces, employed directly by the Contractor. Contractor will commence work under this contract upon receipt of a written Work Order, Purchase Order, or Notice to Proceed from the Owner and will expeditiously complete the work, and by any such date stipulated in the Work Order, Purchase Order, or Notice to Proceed.

The estimated annual expenditure per this contract is $200,000.

ADDENDA: Addenda applicable to the Contract and made a part of are as follows:

Addendum No. __Dated _____
Addendum No. __Dated _____
Addendum No. __Dated _____

Furnish all labor, materials and supplies and provide the service and insurance in accordance with the Contract Documents, within the time set forth therein, and at the prices stated. These prices are to cover all expenses incurred, including business overhead, profit, employee benefits, taxes, trade specific tools and equipment, transportation/vehicles, etc., to perform the Work required under the Contract Documents.

HOURLY RATES FOR LABOR;

For labor actually performed at the project site, compensation will be as follows:'

(Regular Rate) Superintendent	$_____ per hour
(Regular Rate) Journeyman	$_____ per hour
(Regular Rate) Apprentice	$_____ per hour
(Regular Rate) General Laborer	$_____ per hour
(Overtime Rate) Superintendent	$_____ per hour
(Overtime Rate) Journeyman	$ _____ per hour
(Overtime Rate) Apprentice	$ _____ per hour
(Overtime Rate) General Laborer	$_____ per hour

Regular Work Hours are defined to be ALL hours worked between 7:00 A.M. and 5:00 P.M., Monday through Friday, to a maximum of forty (40) hours per individual.

Off-hours are defined to be from 5:00 P.M. to 7:00 A.M. Monday through Friday, and all hours Saturday, Sunday and Holidays. If the Owner requests for work to be conducted during these hours, the Contractor may charge Overtime Rates.

Overtime-hours are defined as all hours worked above Forty (40) hours per person in one week beginning at 12:00 AM Monday and ending at 11:59 PM Friday. It is assumed that the Contractor shall conduct all work during regular work hours. If the Contractor elects to work overtime, the Owner will pay at the regular rate for all hours worked.

At the discretion of the Owner, the Contractor may be requested to provide time cards for any work performed.

Contractor agrees that in-house shop time, if applicable, will be billed at the journeyman rate, plus material, plus markup.

MATERIAL COST:

Materials, authorized subcontracts, authorized consumables, specialty equipment and disposal charges will be paid at the Contractor's invoice cost plus the following percentage markup:

Cost plus ____ percent

TRAVEL COSTS:

The contractor will be paid for company vehicle related travel at the rate established by the Idaho State Board of Examiners and in effect at the time the travel occurred (currently $0.555 per mile) on any project that is more than 35 miles from the Contractor's principal place of business. In the event that the Contractor's principal place of business is outside the State of Idaho, the Owner will pay mileage from the city within the region that has the largest population, or the Contractor's place of business, whichever is closer. The State Travel Mileage Chart will be used to determine the actual miles.

Hourly rates for personnel do not apply during travel and will only apply to on-site construction activities.

Overnight lodging and meal allowance will be allowed for projects that are more than 50 miles from the Contractor's principal place of business. In the event that the Contractor's place of business is outside the State of Idaho, the Owner will pay lodging and meal allowance for projects that are more than 50 miles from the city within the region that has the largest population, or the Contractor's principal place of business, whichever is closer. The maximum allowable lodging cost and meal allowance will be $100.00 per day per person for lodging and $50 per day per person for meals. Reimbursement will be for actual cost, verified by receipt.

TIME FOR PERFORMANCE AND LIQUIDATED DAMAGES:

A. The Contractor shall commence construction of its scope of work in accordance with each individual Work Order, Purchase Order, or Notice to Proceed issued by the Owner.

B. The Contractor shall accomplish Substantial Completion as defined in Article 6 of the Contract within the timeframe indicated in each individual Work Order, Purchase Order, or Notice to Proceed issued by the Owner.

C. The amount of liquidated damages per day for each and every day of unexcused delay as outlined in Article 6 of the Contract is: **One Hundred Dollars ($100.00).**

DRAWINGS AND SPECIFICATIONS:

The Owner shall furnish a minimum of one set of any required Drawings and Specifications with each Work Order, Purchase Order, or Notice to Proceed.

EXHIBIT C

SERVICE CONTRACT SPECIFICATIONS:

General

The work of this contract is intended to provide the State of Idaho, Division of Public Works (the Owner) with available employees of the Contractor to perform HVAC services and 24 hour emergency response services at the Capitol Mall and State Facilities. The scope of this contract will include but will not be limited to, repairs, demolition, renovations, new installations, rough-ins, installation or repair of controls, HVAC equipment, ductwork, etc.

State agencies at locations in the Treasure Valley and areas within the state where the contractor has a physical presence, may use this contract if mutually agreed upon by the Contractor and the Owner. All billings will be sent directly to the Agency requesting the work. Copies of all payment requests will be sent to the Owner in order to maintain a record of the total Contract expenditures.

The buildings covered in this service agreement have been constructed and maintained under applicable code requirements. The Contractor will maintain the integrity of the buildings as it applies to these code requirements.

The Contractor shall be properly licensed and shall have sufficient licensed personnel and equipment to perform the work.

The Contractor will submit a detailed written Not to Exceed cost estimate and schedule of activities including any factors that could affect the cost or schedule, for all work requested by the Owner that exceeds $10,000.00. The not to exceed cost estimate will be based on this contracts labor and material rates, and the following:

Scheduling

The Contractor shall coordinate all activities that effect building operations with the Owner 48 hours prior to commencing work. All work effecting individual agencies will be coordinated in advance by the Contractor with the affected agency.

Equipment

All equipment required to perform the work will be provided by the Contractor. State owned equipment will not be used by the Contractor.

Specialty equipment may be paid at invoice cost plus the contracted percentage markup as defined in Exhibit A. Specialty equipment will include, but is not limited to, large scaffold, generators, lifts, excavating equipment, cranes, portable toilets, dumpsters, etc. and/or other specialty equipment, pre-approved by the Owner. Specialty equipment should be included in cost estimates for proposed scopes of work, by project.

Material and Supplies

All material and supplies will be provided by the Contractor unless prior arrangements are made with the state. The Owner reserves the right to provide any or all materials and supplies without any percent markup by the Contractor.

Hours and Manner of Work

The Contractor will work regular hours unless otherwise requested. Work to be performed off hours and charged at the other than regular working hour rate must first be pre-approved by the Owner and the requesting agency representative. All work that is potentially harmful or disruptive to business will be scheduled to take place during off hours. It is the Contractor's responsibility to identify off-hour work requirements prior to beginning work.

Regular Work Hours are defined to be ALL hours worked between 7:00 A.M. and 5:00 P.M., Monday through Friday, to a maximum of forty (40) hours per individual.

Off-hours are defined to be from 5:00 P.M. to 7:00 A.M. Monday through Friday, and all hours Saturday, Sunday and Holidays. If the Owner requests for work to be conducted during these hours, the Contractor may charge Overtime Rates.

Overtime hours are defined as all hours worked above Forty (40) hours per person in one week beginning at 12:00 AM Monday and ending at 11:59 PM Friday. It is assumed that the Contractor shall conduct all work during regular work hours. If the Contractor elects to work overtime, the Owner will pay at the regular rate for all hours worked.

All work shall be accomplished utilizing a minimum of one Journeyman level worker. When conditions warrant, the Contractor will utilize Apprentice workers or general laborers before adding additional Journeyman level workers. Exceptions may be allowed, by the Owner, with a written authorization prior to beginning work. A 'Journeyman level worker' shall be defined as a worker with a minimum of four (4) years experience in their field of interest, fully aware of all modern techniques and procedures used in the industry. An 'Apprentice' shall be defined as any worker being supervised by a journeyman level craftsperson. Superintendent shall be provided as noted in Article 10.8.

Contractors Site Inspection

The Contractor will be required to visit the proposed work site and adjacent areas affecting the work and familiarize himself with all existing conditions. The Contractor shall verify locations, sizes, dimensions, obstructions, and the extent of work before submitting all cost estimates. Any cost adjustments after the cost estimate submission will be absorbed and borne by the Contractor. Exceptions include new scope of work or specific items identified by the Contractor on the cost estimate as non-verifiable during the aforementioned work site visit.

Protective Covering

All carpet and furnishing shall be protected from dirt, debris, dust, liquids or other substances that are generated by the work. Any cleaning or replacement that is required as a result of the work will be charged back to the contractor.

Clean-up Services

The Contractor will provide continuous clean-up services at all times during construction and service operations. All salvage or waste materials will be removed on a daily basis. All salvageable materials are the property of the Owner. The Owner will make the final decision on disposition of materials.

Workmanship

All workmanship shall be in accordance with the highest standards of practice by a qualified worker. All Work shall be accurately formed to shapes, sizes, and dimensions indicated, with all lines and angles in true alignment, straight, plumb, level, and in proper plan. Poor workmanship or improper installation shall be sufficient cause for rejection of the components with replacement at no additional cost to the State.

Owners Right to Inspect and Require Work

The Owner reserves the right to make such inspections and tests whenever necessary to ascertain that the requirements of this Contract are being fulfilled. Deficiencies noted shall be promptly corrected at the Contractor's expense. If the Contractor fails to perform the work required by the terms of this agreement in a diligent and satisfactory manner, the Owner may, after ten (10) days written notice to the Contractor, perform or cause to be performed all or any part of the work required hereunder.

The Contractor agrees that it will reimburse the Owner for any expense incurred therefore, and the Owner, at his election, may deduct from the amount any sum owing the Contractor. The waiver of the Owner of a breach of any provision of this Contract by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor. A qualified construction consultant acceptable to both parties may be retained by the Owner to mediate any disputes.

Contractor to Comply With Laws

In the performance of this contract, the Contractor agrees he will abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed.

Permits and Inspection Fees

State permits and inspection fees shall be paid by the Contractor and invoiced to the Owner at no additional mark-up. Fees for re-inspection due to failure to eliminate deficiencies covered by this maintenance agreement will be paid by the Contractor.

Employees of Contractor to be Satisfactory

The Contractor agrees that all work shall be performed by and under the supervision of skilled, experienced persons supervised by the Contractor. Any and all employees performing work under this contract shall be satisfactory to the Owner.

END OF HVAC SPECIFICATIONS

HVAC, ELECTRICAL, PLUMBING & LIGHT CONSTRUCTION

SERVICE CONTRACT PRE-BID MEETINGS – 10/16-13

1. Four categories of Service Contracts being bid at this time are HVAC, Electrical, Plumbing and Light Construction. There are other categories through DPW as well as agencies. Other categories include asbestos, roofing, flooring, etc.

2. History and how these four Service Contracts categories are now being handled by Design where they used to be handled by Facilities.

3. Requirements of other agencies to follow this Service Contract format when they renew.

4. New 50% requirement versus prior 20%.

5. Most Service Contract jobs will show a not-to-exceed (NTE) amount on the notice to proceed (NTP). If necessary, Service Contract change orders are used to increase the NTE amount.

6. Schedule of values required. (A-7)

7. Service Contract invoicing backup requirements. Burden rates. (BP-2 & A-29)

8. Per diem, lodging, mileage. (A-29)

9. Service Contract project closeout requirements.

10. Review Bid Documents including Service Contract and attachments.
    1. Cover
    2. Contents
    3. Advertisement for Bids: bid opening, pre-bid, licensing, expenditure estimate, etc.
    4. Instructions to Bidders: addenda, bid form, time for submission, mailing, etc.
    5. Bid Proposal: Addenda, regular and OT bid hourly rates x hours with total, markup, total bid, OT hours, affidavit, acknowledgment statement, etc.
    6. Service Contract: Basic pages A-1 to 27; Ex A project information pages A-28 to 29; Exhibit B addresses, etc. page A-30; Exhibit C specifications A-31 to 33; and Ex D tax affidavit, page A34.

8:30

DPW Service Contracts
Pre-Bid
HVAC * Electrical * Light Duty * Plumbing
Wednesday, October 16, 2013

SIGN IN SHEET

NAME	COMPANY	E-MAIL
MICHAEL KNOWLES	SOHL/SOL CONTROLS	MICHAEL.W.KNOWLES@SCI.COM
BOB GINKEN	ADVANCED HEATING & COOLING	BOB@ADVANCEDHEATINGANDCOOLING.COM
FRED ROBERTS	DRAKE MECH.	FRED@DRAKEMECH.COM
Matt Grant	Grant Mech.	grant-mechanical@msn.com
Matt Keddington	Siemens	matthew.keddington@siemens.com
Eddie Godfey	YMC, INC	eddie@ymcinc.com
Brian Schneider	Acco ES	~~Brians~~ bschneider@accoservite.com
Sean Rocke	Control Sentries	sean@controlsentries.com
kelly berard	DPW	
jan frew	"	
greg johnson	"	
ruth susan brown		