



University of Colorado at Boulder (UCB)
UCB Small Construction Standing Order Contractors Purchase Program

NOTICE TO BID

January 15, 2010

SEALED BIDS will be received from Pre-Qualified Pipe Fitting Standing Order Contractors, at the 3rd floor reception desk of RL-2 until 3:00pm local time, February 8, 2010 for the furnishing of labor, materials, and equipment for the construction and completion of certain public works described as:

Full replacement of the cooling tower on the roof of RL-2 on east campus. Bid will include mechanical, electrical, controls, roofing and any other needed work.

Any bid received after this date and time will be returned to the bidder unopened.

Project Number: PR005109
Project Title: RL2 - Cooling Tower Replacement
Time of Substantial Completion: 77 calendar days
Time Period from Substantial Completion to Final Acceptance: 91 calendar days.

A Bid Bond is required for the project if your bid is \$50,000 or over.

Sets of Contract Documents will be available January 26, 2010 RL-2 2:00 Room 321. Pipe Fitting contractors are required to attend a mandatory pre-bid conference on January 26, 2010 at 2:00pm local time at Room 321 in RL-2. Please refer to the UCB Campus Map at <http://www.colorado.edu/campusmap/> for building locations.

The Owner reserves the right to waive informalities or to reject any and all bids.

A bidder may not withdraw his bid within thirty (30) days after the actual date of the opening.

EMAIL to:
All Pipe Fitting Standing Order Contractors

Project Manager: John Paul Robb john.robb@colorado.edu
Project Coordinator: N/A
Project Assistant: Jennifer Sample jennifer.sample@colorado.edu

Attachments: Information to Bidders, Bid Form, Bid Bond, Performance Bond, and Construction Documents

END OF NOTICE TO BID



University of Colorado at Boulder (UCB)
UCB Small Construction Standing Order Contractors Purchase Program

INFORMATION TO BIDDERS

1. **BID FORM:** Bidders are required to use the Bid Form attached to the bidding documents. Each bidder is required to bid on all alternates and indicate the time to substantial completion in calendar days, and if applicable, the bidder is required to indicate the period of time agreed to finally complete the project after the date of substantial completion, also in calendar days. Bids indicating times for substantial completion or final acceptance in excess of the number of days indicated in the Notice to Bid may be found non-responsive and may be rejected. The bid shall not be modified or conditioned in any manner. Bids shall be submitted in sealed envelopes bearing the address and information shown below. If a bid is submitted by mail, this aforementioned sealed envelope should be enclosed in an outer envelope and sent to the following addressee:

John Paul Robb, Project Manager
 University of Colorado at Boulder
 Department of Facilities Management
 453 UCB Boulder, CO
 Boulder, Colorado 80309

Project Number: PR005109
 Project Title: RL2 - Cooling Tower Replacement
 Name and Address of Bidder: _____

Date of Opening: February 8, 2010
 Time of Opening: 2:00pm

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all bids. Any bid received after the time and date specified shall not be considered. A bidder may not withdraw a bid within thirty days after the actual date of bid opening.

The bid envelope shall contain the following:

1. Bid Form
2. Bid Form Appendix A – Alternates and Unit Prices, if applicable
3. Unit Prices, if applicable
4. **Bid Bond with proper security, if bid is \$50,000 or over.**

2. **BID INFORMATION:** Following is a schedule pertinent to the preparation of bids for the project:

| | |
|---|---------------------------------------|
| Contract Documents Available: | <u>January 26, 2010</u> |
| Mandatory Pre-Bid Meeting: | <u>January 26, 2010 RL-2 Room 321</u> |
| Written Questions Due: | <u>January 29, 2010 4:00pm</u> |
| Requests for Substitutions/Approvals Due: | <u>January 29, 2010 4:00pm</u> |
| Addenda to be issued by: | <u>February 3, 2010 4:00pm</u> |
| Bid Due Date: | <u>February 8, 2010 3:00pm</u> |

3. **SPECIAL CONSTRUCTION:** The Contractor is hereby notified that certain existing building materials may contain asbestos or other hazardous materials within the general project area. An inspection will be conducted to determine the extent of these materials and will be reported on an Environmental Site Assessment form. This report will be reviewed at the pre-construction conference. The contractor shall not begin any work at the project area until they have read and signed the Environmental Site Assessment form. Abatement work will be performed under a separate contract (unless bid is for abatement work), however, this contractor shall:
 - a. Coordinate and cooperate fully with such separate abatement contractor insofar as scheduling and access are required to accomplish the abatement work.
4. **INCONSISTENCIES AND OMISSIONS:** Bidders may request clarification of any seeming inconsistencies, or matters seeming to require explanation, in the bidding documents at least three (3) business days prior to the time set for the opening of bids. Decisions of major importance on such matters will be issued in the form of addendum.
5. **APPLICABLE LAWS AND REGULATIONS:** The bidder's attention is called to the fact that all work under this contract shall comply with the provisions of all State and local laws, approved State building codes, ordinances and regulations which might in any manner affect the work to be done or those to be employed in or about the work. Attention is also called to the fact that the use of labor for work shall be governed by the provisions of Colorado law, which are hereinafter set forth in Articles 27 and 52E of the GENERAL CONDITIONS.
6. **TAXES:** The Bidder's attention is called to the fact that the bid submitted shall exclude all applicable Federal Excise or Manufacturers' taxes and all State Sales and Use taxes as hereinafter set forth in Article 9.C of the GENERAL CONDITIONS. The University of Colorado qualifies as a "Tax Exempt Entity" under provisions of H.B. 1415. The Contractor shall obtain the required exemption certificates from the Colorado Department of Revenue and shall purchase all materials tax free for this work. The certificate is also located online at <http://fm.colorado.edu/construction/forms.html>. This applies to State taxes only – the Contractor is required to pay City of Boulder Use tax on materials, which is based on the sales tax rate.
7. **OR EQUAL:** The words "OR EQUAL" are applicable to all specifications and drawings relating to materials or equipment specified. Any material or equipment that will fully perform the duties specified will be considered "equal", provided the bid submits written proof that such material or equipment is of equivalent substance and function and is approved. Requests for the approval of "or equal" shall be made in writing at least five (5) business days prior to bid opening. During the bidding period, all approvals shall be issued in the form of addenda at least two (2) business days prior to the bid opening date.
8. **ADDENDA:** Owner/architect initiated addenda shall not be issued later than two (2) business days prior to bid opening date. All addenda shall become part of the Contract Documents and receipt must be acknowledged on the Bid Form.

METHOD OF AWARD – LOWEST RESPONSIBLE BIDDER: If the bidding documents for this project require alternate prices, additive and/or deductible alternates shall be listed on the Bid Form Appendix A – Alternates and Unit Prices provided by the Principal Representative. Bidders should note the Method of Award is applicable to this Bid as stated below.

- A. **DEDUCTIBLE ALTERNATIVES:** The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid combined with deductible alternates, deducted in numerical order in which they are listed in the Bid Form Appendix A – Alternates and Unit Prices provided by the Principle Representative. The subtraction of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An

equal number of alternates shall be subtracted from the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.

- B. **ADDITIVE ALTERNATIVES:** The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid combined with additive alternates, added in the numerical order in which they are listed in the Bid Form Appendix A – Alternates and Unit Prices provided by the Principle Representative. The addition of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be added to the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.
- C. **DEDUCTIBLE AND ADDITIVE ALTERNATES:** Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.

END OF INFORMATION TO BIDDERS



University of Colorado at Boulder (UCB)
UCB Small Construction Standing Order Contractors Purchase Program
Standing Order Contracts \$25,000 - \$150,000

BID Form

Project Title: RL2 - Cooling Tower Replacement

Project Number: PR005109

Name of Bidder: _____

REQUIRED INFORMATION:

Base Bid:

_____ DOLLARS (\$ _____)
 Bid must be spelled out as well as numerically written.

Alternates Bid Appendix A Form Attached YES NO

Time of Substantial Completion: 77 (calendar days)

Receipt of Addenda Nos. _____ is acknowledged

IF APPLICABLE: Time period from Substantial Completion to Final Acceptance: 91 (calendar days)

1. **BID:** Pursuant to the Notice to Bid by the University of Colorado at Boulder dated January 15, 2010, the undersigned bidder hereby proposes to furnish all the labor, equipment, and materials and to perform all the work required for the complete and prompt execution of everything described or shown in or reasonably implied from the Bidding Documents, including the Drawings and Specifications, for the work and for the base bid indicated above. Bidders should include all taxes that are applicable.
2. **EXAMINATION OF DOCUMENTS AND SITE:** The bidder has carefully examined the Bidding Documents, including the Drawings and Specifications, and has examined the site of the work, so as to make certain of the conditions at the site and to gain a clear understanding of the work to be done.
3. **PARTIES INTERESTED IN BID:** The bidder hereby certifies that the only persons or parties interested in this Bid are those named herein, and that no other bidder or prospective bidder has given any information concerning this Bid.
4. **BID GUARANTEE (BIDS \$50,000 AND OVER):** This Bid is accompanied by the required Bid Guarantee. You are authorized to hold said Bid Guarantee for a period of not more than thirty (30) days after the opening of the Bids for the work above indicated, unless the undersigned bidder is awarded the Contract, within said period, in which event the Director, State Buildings and Real Estate Programs, may retain said Bid Guarantee, until the undersigned bidder has executed the required Agreement and furnished the required Performance Bond, Labor and Material Payment Bond.
5. **TIME OF COMPLETION:** The bidder agrees to achieve substantial completion of the entire project within the number of calendar days entered above, and if applicable, further agrees that the period between the date of substantial completion and the date of final acceptance will not exceed the number of calendar days noted above. If awarded this work, the bidder agrees to begin work within ten (10) days from the date of the Notice to Proceed subject to Article 46, Time of Completion and Liquidated Damages of The General Conditions of the Contract, and agrees to prosecute the work with due diligence to completion. The bidder represents that Article 54D has been reviewed to determine the type and amount of any liquidated damages that may be specified for this contract.
6. **EXECUTION OF DOCUMENTS (BIDS \$50,000 AND OVER):** The bidder understands that if this Bid is accepted, he must execute the required Agreement and furnish the required Performance Bond, Labor and Material Payment Bond, within ten (10) days from the date of the Notice of Award, and that the bidder

will be required to sign to acknowledge and accept the Contract Documents, including the Drawings and Specifications.

7. **ALTERNATES:** Refer to the Information for Bidders for Method of Award for Alternates.

8. **The right is reserved to waive informalities and to reject any and all Bids.**

(Type/Print Name Under all Signatures)

Dated this _____ day of _____, 20____

THE BIDDER:

Address and Phone No.

Email Address

By: _____

ATTEST:

Secretary

SIGNATURES: If the Bid is being submitted by a Corporation, the Bid should be signed by an officer, i.e., President or Vice-President. The signature of the officer shall be attested to by the Secretary and properly sealed. If a sole proprietorship or a partnership is submitting the Bid, the Bid shall so indicate and be properly signed.

END OF BID FORM

University of Colorado at Boulder
RL-2 Cooling Tower Replacement
Project No. PR005109
Project Manager: John Paul Robb

Project Description

Remove the existing cross-flow cooling tower and replace it with an induced-draft or forced-draft counter-flow tower.

The new tower shall have the following characteristics:

1. Elevation ASL 5400 feet
2. Total Design Flow 370.00 gpm
3. Hot Water Temperature 90.00 °F
4. Cold Water Temperature 80.00 °F
5. Wet-Bulb Temperature 65.00 °F
6. Approach 15.00 °F
7. Waterside pressure drop 15 ft. w.g. or less
8. Inlet-pipe size 4 inches minimum
9. Sump-drain size 6 inches minimum
10. Housing Galvanized
11. Sump Stainless Steel w/ SS hardware
12. Footprint not greater than 12 feet x 6 feet
13. Unit shall be painted at the factory or in the field the University beige color.
14. The cooling tower has a remote indoor sump. Tower make-up water connection is not required. Drain is not required. Overflow connection is not required.

Provide the following:

- a. Electrical: 460/3/60
- b. Variable-speed drives (one per motor): ABB, Baldor, Reliance or Toshiba with outdoor enclosure.
- c. Fan Motor(s): Premium Efficiency TEFC

Acceptable Manufacturers: Marley, Recold, Evapco, BAC, TowerTech

Installation requirements:

1. Provide support I-beams under the tower to straddle the edges of the roof curb if the unit is narrower than the curb.
2. Anchor the support beams to the curb and the cooling tower to the beams.
3. Provide electrical connection for the fan motor(s).
4. Provide fan-motor control by installing a supply-water temperature sensor hard-wired to the variable-speed drives. Fans(s) need(s) to be interlocked and controlled by the existing Andover BAS. Control work and programming needs to be done by University-approved Andover contractor.



University of Colorado at Boulder (UCB)

**UCB Small Construction Standing Order Contractors Purchase Program
Standing Order Contracts \$50,000 and Over**

BID BOND

PROJECT TITLE: RL-2 - Cooling Tower Replacement

PROJECT NUMBER: PR005109

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____ hereinafter called the "PRINCIPAL", is submitting a PROPOSAL for the above described project, to the STATE OF COLORADO, through the Regents of the University of Colorado at Boulder, hereinafter called the "OBLIGEE".

WHEREAS, the Advertisement for Bids has required as a condition of receiving the Proposals that the Principal submit with the PROPOSAL GUARANTY in an amount not less than five per cent (5%) of the Proposal, which sum it is specifically agreed is to be forfeited as Liquidated Damages in the event that the Principal defaults in his obligation as hereinafter specified, and, in pursuance of which Requirement, this Bid is made, executed and delivered.

NOW THEREFORE, the principal and _____, a corporation of the State of _____, duly authorized to transact business in Colorado, as Surety, are held and firmly bound unto the Obligee, in the sum of five per cent (5%) of the Principal's total bid price, lawful money of the United States for the payment of which sum, well and truly to be made to the Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

FURTHER THAT, a condition of the obligation that the Principal shall maintain his Proposal in full force and effect for thirty (30) days after the opening of the proposals for the project, or, if the Principal's Proposal is accepted, the principal shall, within the prescribed time, execute the required Agreement, furnish the required Performance Bond and Labor and Material Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect, and subject to forfeiture upon demand as Liquidated Damages.

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this _____ day of _____, A.D., 200__.

(Corporate Seal)

THE PRINCIPAL

Address

By _____

ATTEST:

Secretary

SIGNATURES

If the "Principal" is doing business as a Corporation, the Bid Bond shall be signed by an officer, i.e., President or Vice President. The signature of the officer shall be attested to by the Secretary and properly sealed.

If the "Principal" is an individual or a partnership, the Bid Bond shall so indicate and be properly signed.

(Corporate Seal)

THE SURETY

By _____
Attorney-in-Fact

**THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED.
FAILURE TO PROVIDE A PROPERLY EXECUTED BID BOND WITH A PROPERLY EXECUTED POWER OF ATTORNEY WILL RESULT IN THE BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.**

END OF BID BOND



State of Colorado / University of Colorado at Boulder

**BONDING COMPANY: DO NOT MAKE ANY CHANGES TO
THE LANGUAGE IN THIS BOND.**

Performance Bond

PROJECT NO.: PR005109

BOND NO. _____

PROJECT: RL-2 - Cooling Tower Replacement

KNOW ALL PERSONS BY THESE PRESENTS:

That the Contractor

as Principal and hereinafter called "Principal,"

and

as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of _____ are held and firmly bound unto **the STATE OF COLORADO** acting by and through The Regents of the University of Colorado at Boulder

hereinafter called the "Principal Representative", in the sum of _____ Dollars (\$ _____)

for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal and the State of Colorado acting by and through the Principal Representative have entered into a certain Contract, hereinafter called "Contract," dated _____, 2005, for the construction of a PROJECT described as Full replacement of the cooling tower on the roof of RL-2 on east campus. Bid will include mechanical, electrical, controls, roofing and any other needed work.

which Contract is hereby by reference made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, is such that, if the Principal shall promptly, fully and faithfully perform all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract any extensions thereof that may be granted by the Principal Representative with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

AND THE SAID SURETY, for value received hereby stipulates and agrees that whenever the Principal shall be, and declared by the Principal Representative to be in default under said Contract, the State of Colorado having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly (1) Complete the Contract in accordance with its terms and conditions, or (2) Obtain a bid or bids for submittal to the Principal Representative for completing the Contract in accordance with its terms and conditions, and upon determination by the Principal Representative and Surety of the lowest responsible bidder, arrange for a contract between such bidder and the State of Colorado acting by and through the Principal Representative and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount hereinbefore set forth. The term "balance of the contract price" as herein used shall mean the total amount payable to the Principal under the Contract and any amendments thereto, less the amount properly paid by the State of Colorado to the Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the State of Colorado.

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this _____ day of _____, A.D., 200__.

(Corporate Seal)

THE PRINCIPAL

ATTEST:

By _____

Title: _____

Secretary

(Corporate Seal)

SURETY

By _____

Attorney-in-fact

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED

Note: This bond is issued simultaneously with another bond conditioned for the full and faithful payment for all labor and material of the contract.