

# Invitation to Bid No. 2022-02-CHCH-01

# **Del Sol Clubhouse**

3355 S Camino Del Sol, Green Valley, Arizona 85614

# Pre-Bid Conference Date: Wednesday, October 4, 2023, at 9:00 a.m. Local AZ Time

Interested Bidders are invited and strongly encouraged to attend the pre-bid conference to be held on Wednesday, October 4, 2023, at 9:00 A.M. local AZ time. The pre-bid meeting will be held on site at the Del Sol Clubhouse located at 3355 S. Camino Del Sol, Green Valley, AZ 85614.

## **Bid Due Date:** Wednesday, November 1, 2023 at 3:00 P.M. Local AZ Time

Green Valley Recreation Facilities Management Department Michaela Osborn Project Manager

## Where to Obtain a Copy of the Solicitation

A copy of this solicitation and future addenda may be obtained from the Green Valley Recreations Internet site at: <u>https://www.gvrec.org/bids-and-requests-for-proposals/</u> **Green Valley Recreation takes no responsibility for informing recipients of changes to the original solicitation document**. It is the Offeror's responsibility to obtain a copy of any amendments to this solicitation. Failure to submit signed amendments with the solicitation response may be grounds for deeming a submittal as non-responsive.

Requests for printed copies should be directed to the Administrative Offices, 1070 S Calle De Las Casitas, Green Valley, AZ 85614, Monday - Friday 10:00 a.m. – 2:00 p.m. (Telephone 520-625-3440).

<u>All inquiries and questions regarding this solicitation</u> must be directed in writing to, at michaelao@gvrec.org. Please include "ITB No. 2022-02-CHCH-01" in the subject line of the email.

**RESPONSES TO THIS SOLICITATION:** In order to be considered, the Offeror must complete and submit its proposals in an original, two copies and electronic copy in a sealed envelope, in accordance with the requirements specified in this ITB. Bidder must include any and all addenda with the bid package. Submissions shall be delivered to the Administration Department, Green Valley Recreation, Inc., 1070 S Calle De Las Casitas, Green Valley, AZ 85614, prior to or at Green Valley Recreations exact and mandatory due date and time. The Offeror's response shall be submitted in a sealed envelope. The words "SEALED SUBMITTAL" with the DEL SOL CLUBHOUSE ITB NO: 2022-02-CHCH-01, SUBMITTAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

Proposals received after the bid date or time may be rejected without consideration. Extensions may be granted by permission of GREEN VALLEY RECREATION, Inc management only.

- A. The Bidder shall legibly fill out the bid proposal in ink complete with the total and sign the proposal. The Bidder shall submit for consideration a completed AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum. The Additional Terms set forth in the AIA form in Section 8.7 as 'Other provisions' shall be the following:
  - 1. <u>Lien.</u> If any notice of lien, stop notice or bonded stop notice is presented to the Owner or recorded, despite payment by the Owner in accordance with the terms of this Agreement, the Owner may withhold from Contractor all sums the Owner considers necessary to protect the Owner from loss or expenses arising from such lien or notice. Provided however, if the Owner becomes aware that any lien, stop notice or bonded stop notice has been presented or recorded, the Owner must notify the Contractor at least ten days in advance before any sums are withheld from Contractor. Further, Contractor will furnish within ten (10) days after demand, at Contractor's sole cost, all statutory and other bonds necessary to release and discharge the Project or any of the Owner's property from liens and to result in the release of funds held in response to any notice or bonded stop notice despite payment by Owner in accordance with the terms of this Agreement.
  - 2. <u>Time.</u> If during the performance of Work the delivery of materials, equipment or products are delayed through no fault of Contractor due to factors including supply chain shortages, unavailability of transportation, labor shortages or other similar factors, the Project Schedule shall be adjusted for such delays and Contractor shall not be liable for such delays.
  - 3. <u>Attorney Fees.</u> In the event any claim resulted in arbitration, the arbitrator shall award the prevailing party its attorney fees and costs.

If the bid is accepted, the AIA Document A101-2017 will form the final and complete contract between the parties.

- B. The Bidder shall complete the list of subcontractors and suppliers and submit with their bid packages.
- C. The Tenant Improvement of Green Valley Recreation Del Sol Clubhouse shall be bid Lump Sum. It is the contractor's responsibility to determine all quantities for the items shown on the bid proposal. Contractors bid shall be inclusive of all drawings and specifications. The bid price shall be a Lump Sum price unless there is a change in the plans after the bid date. The Bidder agrees to guarantee their bid for one hundred twenty (120) days from the project start date of each work description as outlined in "Contract Time & Extension." A pre-award conference may be held with the apparent successful Bidder to review plans, specifications, contracts and the construction schedule. Upon the request of GREEN VALLEY RECREATION, INC., the apparent successful Bidder shall submit a list of equipment with rental rates for possible time and materials work. The bid opening will be private. The Owner or Organization reserves the right to reject any or all bids, with or without cause, and to waive technical errors and formalities. The lowest bid may not necessarily be accepted. The Owner or Organization intends to accept the proposal that in their sole judgment best serves their interests.

## AWARD OF CONTRACT

Bidders may bid only on the entire Project. The Board of Directors of Green Valley Recreation, Inc. will select the successful Bidder. In determining which proposal is best, the Organization will take into consideration the bid price and the experience, responsibility, and current availability of the bidder to perform the work. The Organization reserves the right to exercise its sole discretion to best serve the interests of the Organization. Except where the Organization exercised the right reserved herein to reject any or all proposals, each Agreement will be awarded on a lump sum basis, as is in the best interest of Green Valley Recreation, Inc.

The successful Bidder shall be required to execute an AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum. Green Valley Recreation, Inc. reserves the right to cancel the Award of the Agreement at any time prior to execution of the Agreement without liability on the part of the Organization.

## **EXECUTION OF THE AGREEMENT**

The successful Bidder must execute the Agreement within 10 business days after the award and submit such other Documents and insurance certificates as required by the Contract Documents. Failure by the Contractor to execute the Agreement and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award.

A Bidder may submit only one proposal for the Agreement. More than one proposal from an individual, firm or partnership, corporation or association under the same or different names will not be considered on any given Agreement and will be considered grounds for disqualification and/or rejection of the proposals involved, unless prior approval has been given by the Organization.

## INVITATIONS TO SUBMIT PROPOSALS A COURTESY

This invitation to bid may be sent as a courtesy to known interested parties. The receipt of this request for proposals from Green Valley Recreation, Inc. in no way implies that the recipient is a qualified Bidder.

## **INTERPRETATIONS**

All questions about the meanings or intent, discrepancies or omissions of the Contract Documents shall be submitted via email to Michaela Osborn, Project Manager, e-mail: michaelao@gvrec.org by Friday October 20, 2023 at 2:00 p.m. The written responses, including any changes to the RFP, become part of the Contract Documents and will be posted on the Organization website as an addendum by 4:00 p.m. October 25, 2023. It is the responsibility of each Bidder to visit the Organization's website at <a href="https://www.gvrec.org/bids-and-requests-for-proposals/">https://www.gvrec.org/bids-and-requests-for-proposals/</a> to obtain any addenda or other information regarding the RFP.

## SPECIAL CONDITIONS

**Definitions:** The following definitions shall apply to specifications, contracts, bonds and insurance:

Owner:	Green Valley Recreation 1070 S Calle de las Casitas Green Valley, Arizona 85614 520.623.3440
Architect:	Seaver Franks Architects Inc, AIA 2552 N Alvernon Way Tucson, AZ 85712 520.795.4000
Civil Engineer:	Rick Engineering 2401 W Peoria Ave – Suite 130 Phoenix, AZ 85029 586.601.4102
Structural Engineer:	Ennovative Engineering P.O. Box 37013 Tucson, AZ 85740 520.440.23
Mechanical Engineer & Plumbing Engineer:	KC Mechanical Engineering, LLC 5447 E Fifth Street – Suite 112 Tucson, AZ 85711 520.327.7611
Electrical Engineer:	CC Electrical Engineering 5551 S White Mountain Road – Suite 2-538 Show Low, AZ 85901 602.400.1792

## PLANS AND SPECIFICATIONS

These plans accompany and are made part of the Project Specifications and Contract Documents.

PROJECT: Green Valley Recreation ITB No. 2022-02-CHCH-01

#### Link to Approved Plans:

https://www.gvrec.org/up/news-info/misc/2023/RFP%20Green%20Valley%20Recreation%20Del%20Sol%20Clubhouse.pdf

#### **CONTRACT TIME & EXTENSION**

The Contractor shall notify the Owner or Organization in writing within 72 hours of any circumstances or events that the Contractor believes may justify an extension of time. Failure to do so may result in rejection of the request.

#### **BID GUIDELINES**

All bids must include a schedule with an estimated time to completion. This will be a determining factor when bids are awarded. Certain jobs may have time restrictions disclosed in the "Scope of Work" section of this bid letter. Note these limits and bid accordingly. Site must be returned to original condition prior to issuance of final payment, less retention. Contractor must schedule a walk through with a Green Valley Recreation Representative prior to start & immediately following completion. A written record of the walk through will be provided by Green Valley Recreation. Presentation of a bid will confirm that Contractor has visited the site and is satisfied as to the condition of the site. Contractor agrees to employ only persons possessing the experience and training needed for the completion of said work as outlined in the "Scope of Work" and further insures that a "competent party", must also be able to communicate with the Green Valley Recreation Representative, will be in control of the site and work at all times while work is in progress. An emergency contact name and number must be provided on 24 hour/7 days a week. Contractor will strictly adhere to all labor and safety laws and regulations while work is in progress, for all governing authorities. Coordination of municipal and private inspections shall be contractor's responsibility. All work shall be completed in strict conformance with the requirements of all municipal and regulatory agencies. All work shall be completed in strict accordance with the plans and specifications or as shown in the "Plan Notes" below, or as required by governing municipality whichever is most restrictive. Contractor will conduct operations in such a manner as to cause no undo hazard to exist. Contractor shall ensure that the general public and all persons affected by the "Scope of Work" are dealt with in a courteous manner. Permits will be obtained by the Contractor. Organization has the right to award all or part of the improvements. Contractors will be responsible to verify that all supervisor personnel have the most recent set of plans pertaining to the work being performed. Any costs for incorrect work performed because the contractor's field personnel had the incorrect plans will be the Contractor's responsibility. All work will be performed in strict accordance with the project Contract Documents.

## **GENERAL INFORMATION**

The Contractor shall keep his work area clean at all times. All waste generated by the Contractor will be disposed of away from the site. The cost of this work shall be included in the Contractors bid. Work areas not kept clean shall be cleaned by the Organization. The cost to do this will be deducted from the Contractor's payment. The Contractor will themselves assess the site and all existing conditions and shall bear the cost of repair of any damage to these existing facilities caused by the Contractor. The Contractor must notify the Organization immediately of any damage. The Contractor is responsible to notify Blue Stake, the town, the city, and / or Pima County before beginning work. The Contractor shall request Blue Stake updates as necessary to keep markings current. Contractor shall also have all punch list items completed within 10 working days of receipt of punch list and notification.

#### THE FOLLOWING PAGES ARE TO BE COMPLETED TO CONSTITUTE THE BIDDER'S PROPOSAL

Bidder: \_\_\_\_\_

#### BIDDER'S PROPOSAL Project No. 2022-02-CHCH-01 Del Sol Clubhouse

#### **To Green Valley Recreation:**

In compliance with the Notice Inviting Sealed Bids, the undersigned as Bidder proposes to furnish all materials, equipment and all labor and methods and do all work necessary for the proper construction and completion of the work, in strict and complete accord with the Plans, Specifications, Special Provisions and other Contract requirements at the prices set forth in the following Bid Schedules for the work generally described as follows:

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Bidder declares that he/she has carefully examined the location of the proposed work generally described and is familiar with the Plans, Specifications, Special Provisions and local conditions at the place the work is to be done and understands that all labor, materials and equipment are to be furnished, shall be for the prices bid, and that the undersigned, as Bidder, has checked figures set forth in the Bid Schedule, and understands that neither Green Valley Recreation nor any of its officers or employees will be responsible for any errors or omissions on the part of the undersigned Bidder in submitting its completed Proposal.

Accompanying this Bidder's Proposal is cash, a cashier's check, certified check or Bidder's Bond payable to the Green Valley Recreation in the amount of

\_\_\_\_\_ dollars (\$\_\_\_\_\_

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which is equal to at least ten percent (10%) of the total amount of the bid. The Bidder further agrees that if he/she defaults in executing the required Contract Agreement and/or fails to submit the required Performance Bond, Payment Bond, Insurance Certificate(s), or executed Contract Agreement to Green Valley Recreations specified date, the proceeds of his/her proposal guarantee accompanying his/her Bidder's Proposal, be it cash, check or bond may be forfeited to Green Valley Recreation, subject to the law, and this Bidder's Proposal, acceptance and the Award of the Contract may be considered null and void. If any Surety, upon any bond furnished in connection with this Contract, becomes unacceptable to Green Valley Recreation, or if any Surety fails to furnish reports as to its financial condition from time to time, as may be requested by Green Valley Recreation, the Contractor shall promptly furnish additional security as may be required to protect the interests of Green Valley Recreation and any persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

The Bidder is required to set forth herein the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General Contractor on the construction of the work or improvement to be performed under the Contract Documents attached, and the portion of the work that will be performed by each subcontractor for each subcontract in excess of five percent (5%) of the total bid. The Bidder agrees to perform all parts of the Contact that have not otherwise been specified herein to be performed by a subcontractor. If Green Valley Recreation has reasonable objection to any proposed subcontractor, it may request Bidder to submit an acceptable substitute. If Bidder declines to make any substitution, then Green Valley Recreation may award the Contract to the next lowest qualified Bidder.

A Contractor shall not substitute subcontractors listed in the original bid except under the following conditions, and only with the written approval of Green Valley Recreation Department Director or designee.

- 1) The subcontractor listed in the bid, when presented a contract based on the general terms, conditions and specifications of the bid fails or refuses to enter into contract with the Bidder.
- 2) The listed subcontractor fails or refuses to perform the subcontract.
- 3) The listed subcontractor fails or refuses to meet the bonding requirements, if any, of the Contractor.
- 4) The listed subcontractor is not appropriately licensed.
- 5) The work performed by the subcontractor is unsatisfactory and/or not in accordance with the Plans and Specifications.

If the Contractor makes a substitution without prior written approval of the Director or designee, Green Valley Recreation may take action against the Contractor to include, but not limited to, contract termination and/or disqualification.

The Bidder shall set forth clearly legible figures for the "Firm, Fixed Total Bid Amount" in the spaces provided at the bottom of each Bid Schedule.

The Bidder understands that any quantities provided by Green Valley Recreation, or elsewhere in the Contract Documents, are approximate and for comparison of bids only, and are subject to reasonable increase or decrease, in the opinion of Green Valley Recreation, and Contractor proposes to perform all quantities of work as either decreased or increased, in accordance with the provisions of the Specifications, at the unit prices it bid.

Green Valley Recreation reserves the right to reject any and all bids or any part thereof, or to accept any bids or any part thereof, to waive any irregularity, informality or technicality in any bid, or to withhold the award to the extent permitted by law. Green Valley Recreation further reserves the right to advertise for new bids if, in the judgment of Green Valley Recreation, it is in the best interests of Green Valley Recreation. The Bidder agrees that he/she may not withdraw his/her bid after accepted by Green Valley Recreation and prior to execution of the Contract by the successful Bidder.

Subcontractor List	Bidder:
Subcontractor	Trade
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Bid Schedule: Del Sol Clubhouse

Bidder: \_\_\_\_\_

01	General Conditions	
	Duration of Project Weeks	
02	Existing Conditions	
03	Concrete	
04	Masonry	
05	Metals	
06	Wood, Plastics, and Composites	
07	Thermal and Moisture Protection	
07.21	Insulation	
08	Openings	
08.10	Doors & Frames	
08.40	Entrances & Storefronts	
09	Finishes	
09.20	Metal Framing & Drywall	
09.30	Tile	
09.51	ACT	
09.60	Flooring	
09.70	Stucco	
09.90	Paint	
10	Specialties	
21	Fire Suppression	
22	Plumbing	
23	Mechanical	
26	Electrical	
27	Communications	
28	Electronic Safety & Security	
31	Earthwork	
	Subtotal	
	General Liability, Taxes, OH&P	
	Total	

Please Note All Exclusions from Drawings Below: