

Instructions for Bidders

TRACK FENCE REPLACEMENT

Adrian Public Schools

Bid Release Date: October 11, 2021

Proposal Due Date
October 21, 2021 @ 10:00 AM

Mandatory Pre-Bid Meeting Date:
October 15, 2021 @8:00 am

Dave Gough
Director of Operations
Adrian Public Schools
217 Race Street
Adrian, MI 49221
(517) 263-0456
dgough@adrian.k12.mi.us

Late Proposals will be Returned Un-Opened

TENTATIVE TIME LINE

| | |
|------------------|------------------------------|
| October 21, 2021 | Bids Due |
| October 25, 2021 | Board Review - 1st Reading |
| November 8, 2021 | Board Approval – 2nd Reading |
| November 9, 2021 | PO issued and start date |
| March 1, 2021 | Completion date |

INFORMATION TO BIDDERS

Adrian Public Schools, hereby referred to as Owner, has the authority to obtain the best possible proposal for specified services.

Bid Proposals will be opened and read aloud on October 21, at 10:00 am at the following location:

Adrian Public Schools
Board of Education
785 Riverside, Suite#1
Adrian, MI 49221

Bids received after designated bid receipt deadline will be returned unopened,

Proposal must be sealed with bidder's name on the outside of the envelope and designated as follows:

Sealed Proposal
ADRIAN PUBLIC SCHOOLS
Track Fence Replacement
Bidder Name, Address, Phone Number

Bids shall be submitted on the Bid Proposal Form furnished with all blank spaces filled in.

Contractor shall retain a copy of the original bid proposal and turn the original in at time of bid.

The Owner shall have the right to waive any informality or irregularity in any bid received and to accept bids which, in his/her judgment, are in the best interest of Adrian Public Schools.

The Owner shall award bids based upon submitted bid amount and review of bidders Qualifications. The owner reserves the right to award these groups in such a manner as it deems is in the best interest of the District.

The bidder, by making his/her bid, represents that he/she has read and understood the contract and bid documents, and that his/her bid is made in accordance therewith.

Bid prices shall include all applicable taxes, bonds, overhead, profit and other pertinent costs.

Oral, telephone, facsimile or telegraphic bids are invalid and will not receive consideration.

Any bid may be withdrawn prior to the opening of bid proposals.

A bid may not be modified, withdrawn or canceled by the bidder for sixty (60) calendar days following the time and date designated for the opening of bids, and bidder so agrees in submitting his/her bid.

A mandatory pre-bid meeting is scheduled as follows to review the specifications and expectations of the Contracted services:

October 15 2021 @ 8:00am
Adrian High School Track (accessible from Sheffield Ave)
785 Riverside, Adrian, MI 49221
Phone: 517-263-0456

After the bids are received, tabulated, and evaluated by the Owner, the apparent lowest bidder(s) may meet with the Owner at a post-bid meeting, if requested by Owner, for the purpose of determining any contract overlaps or omissions, and shall provide the following information.

Low bid price is not always the determining factor in the awarding of the bid. Other factors considered may include, but not be limited to, delivery and/or completion time, quality, past performance, and references. The contract shall be awarded in the form of a Purchase Order mailed or emailed to the Contractor. Owner will have right of refusal and may reject all bids

PROPERTY LOCATIONS

Adrian High School 785 Riverside Adrian MI 49221. Track is accessible from Sheffield St. or from Riverside Ave.

QUALIFICATION OF BIDDER

The Owner reserves the right to request qualification information before awarding a purchase order. The Owner may, at his/her sole discretion, accept or reject bidders as qualified. The right to waive any informality in qualification materials is reserved by the Owner. The Bidder, in submitting his/her bid, agrees to accept the decision of the Owner as final.

To enable the Owner to evaluate the competency and financial responsibility of the bidder, the bidder shall furnish the following information with their proposal:

- 1) A list of similar projects
- 2) A statement regarding any past, present, or pending litigation

Bidder shall promptly notify the Operations Director of any ambiguity, inconsistency, or errors which they may discover upon examination of the sites and local conditions. Bidders requesting clarification or interpretation of the bid documents shall make a written request for information submitted at least five (5) calendar days prior to the date for receipt of bids. Direct all questions to:

Dave Gough
dgough@adrian.k12.mi.us
217 Race Street
Adrian, MI 49221
Phone: (517) 264-4178

OR

Jennifer Bailey
jbailey@adrian.k12.mi.us
217 Race Street
Adrian, MI 49221
Phone: (517) 263-0456

CERTIFICATE OF INSURANCE

Before commencement of any work, a Certificate of Insurance executed by bidder's insurance agent or carrier showing required insurance coverage shall be submitted. Insurance will identify Adrian Public Schools as additionally insured and policy shall be inclusive of all property owned by Adrian Public Schools. A Thirty Day Cancellation Clause is required on all policies. Failure to provide the Certificate may be considered material breach of the agreement and may be grounds for terminating the agreement.

As a condition of performing work for the Owner as a Contractor, the Contractor must provide Owner with satisfactory evidence of its insurance coverage as follows:

- 1) Worker's Compensation and Employers' Liability Insurance covering your statutory obligations in the State of Michigan.
- 2) Automobile Liability Insurance with a limit of \$1,000,000 per accident covering your owned, non owned and hired automobiles and equipment.

3) Commercial Liability Insurance written on an OCCURRENCE policy form that includes coverage for your operations, personal injury, independent contractors, contractual, and products-completed operations with limits of liability as follows:

- a. If your policy is written on the 1986 ISO Simplified form:
 - \$1,000,000 Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Product- Completed Operations Aggregate
- b. If your policy's general aggregate is per job, then a \$1 million limit of liability is acceptable for the general aggregate and the products-completed operations aggregate.
- c. If your policy is written on a form other than the 1986 ISO Simplified form:
 - \$1,000,000 Occurrence (bodily injury and property damage combined)
 - \$1,000,000 Aggregate (applicable to products-completed operations only)

4) That Owner, its School Board and administrators as additionally insured on the General Liability and Umbrella Liability policies certified.

SALES TAX

Owner is exempt from all taxes. A tax exemption certificate will be issued upon request.

PAYMENT

Payments should be billed on the standard AIA payment form. Pay apps should be submitted on the 20th of each month and billed thru the end of the month. Upon award of PO submit schedule of values for review and future billings. Materials can be billed upon arrival at site or contractors' warehouse.

The authorization to perform additional work will be by Dave Gough or Jennifer Bailey only.

SCHEDULING AND HOURS OF WORK

Work may begin once materials have arrived. New perimeter fencing to be installed as old fencing is removed. Track is to remain protected as much as possible during construction. Coordinate Removal and Installation of fencing along North side with tree trimming contractor to be provided by district.

Work hours are to be as allowed by local Zoning.

SAFETY AND PROTECTION OF SITE

Contractor shall perform all work so that no damage to the building, grounds or finished materials result. Contractor shall be responsible for all damages to the Owner's property caused by either equipment or operator error and shall repair any damage to the satisfaction of the Owner. Special attention to the Track, Baseball field, and Practice field in the center of the track. These items will be addressed at the pre bid meeting. The Owner reserves the right to repair all damages with other sources if the Contractor fails to do so. The Contractor shall then be back-charged for all costs required to complete these repairs.

The Contractor shall be responsible and liable for any and all damages caused by any action or inaction of an employee or subcontractor working for the Contractor.

In the event that the Contractor causes building damage which compromises the security of the building, the Contractor is responsible for immediately contacting Jennifer Bailey 517-403-4286 or Dave Gough 517-416-5983.

INDEMNIFY AND HOLD HARMLESS AGREEMENT

Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Owner, its officers, and employees, from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the contractor hereunder, whether or not there is concurrent negligence on the part of the Owner, but excluding liability due to the active negligence or willful misconduct of the Owner. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for seller or its agents, under workmen's compensation acts, disability benefits acts or other employees' benefits acts.

SPECIFICATION FOR NEW TRACK FENCING, GRADING, AND SEEDING.

Bid Form

311000 Site clearing
312000 Earth Moving
323113 Chain Link Fences and Gates
329200 Turf and Grasses

DRAWINGS

C1.0

C2.0

SUBMITTALS

Submittals will be required for Spec section 323113 only and per instructions in spec section. Include delivery dates so a schedule can be formulated.

Bid Proposal Form

Due: October 21, 2021 @ 10:00 AM

Firm Name _____

Address _____.

Telephone _____

Email _____

The undersigned having carefully examined the Instruction to Bidders, the worksite and conditions, together with the drawings, specifications, addenda _____ (insert addenda numbers) for the **TRACK FENCE REPLACEMENT** hereby propose to provide labor, materials, services and equipment necessary to complete all work for the amount of

Note: Signature is required on last page of bid form.

EXAMINATION OF SITE

The bidder shall be held to have examined the premises and site and to have satisfied themselves as to the condition of the premises, obstructions, the actual levels, and other factors necessary for carrying out the work before the delivery of their proposal. The bidders shall also acquaint themselves with the character and extent of the Owner's operations in the area of the work, so that they may plan their services accordingly. No allowances or extra payment will be made to a Contractor for or on account of costs or expenses occasioned by failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the bidder, or on account of interference by the Owner's or other Contractor's activities. It shall be expressly understood that the Owner's operations will take precedence over any other activity and it will be the contractor's responsibility to constantly remain in contact with designated staff.

I _____ (*legible name of bidder*) acknowledge that I have visited and walked each site with reference to scope and **limits** of work

HOLD HARMLESS

To the fullest extent permitted by law, vendor agrees to defend, pay in behalf of, indemnify and hold harmless the Adrian Public School District, its elected and appointed officials, employees and volunteers and others working in behalf of the Adrian Public School District against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from Adrian Public School District, its elected and appointed officials, employees, volunteers or others working in behalf of the Adrian Public School District by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the contract.

Contractor: _____

Dated: _____

This document must be notarized.

Dated _____

Subscribed and sworn before me in _____ County,

Michigan, on the _____ day of _____, 200__

(Signature)

(Printed Name)

Notary Public, State of Michigan, County of _____

My commission expires on _____ Acting in the County of _____

STATEMENT REGARDING FAMILIAL RELATIONSHIP

AFFIDAVIT OF _____
(Name of Affiant)

STATE OF MICHIGAN, COUNTY OF _____

_____ makes this Affidavit under oath and states as follows:

- 1. I am a/the President
- Vice-President
- Owner
- Other (please specify) _____

Of _____, a bidder on a construction project for
(Insert Name of Contractor)

_____ that involves, at least in part, construction
(Insert Name of School District) of a new school building or an addition to or
repair or renovation of an existing school
building.

- 2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and employees(s) of the aforementioned contractor and the school district's superintendent and/or board members

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- 3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for the construction project.

- 4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

(Signature of Affiant)

Dated _____

Subscribed and sworn before me in _____ County,

Michigan, on the _____ day of _____, 200__

(Signature)

(Printed Name)

Notary Public, State of Michigan, County of _____

My commission expires on _____ Acting in the County of

IRAN ECONOMIC SANCTIONS ACT CERTIFICATION

I am the _____ of _____, or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of architectural services to Adrian Public Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

(signature)

(printed)

(date)

LEGAL STATUS OF BIDDER

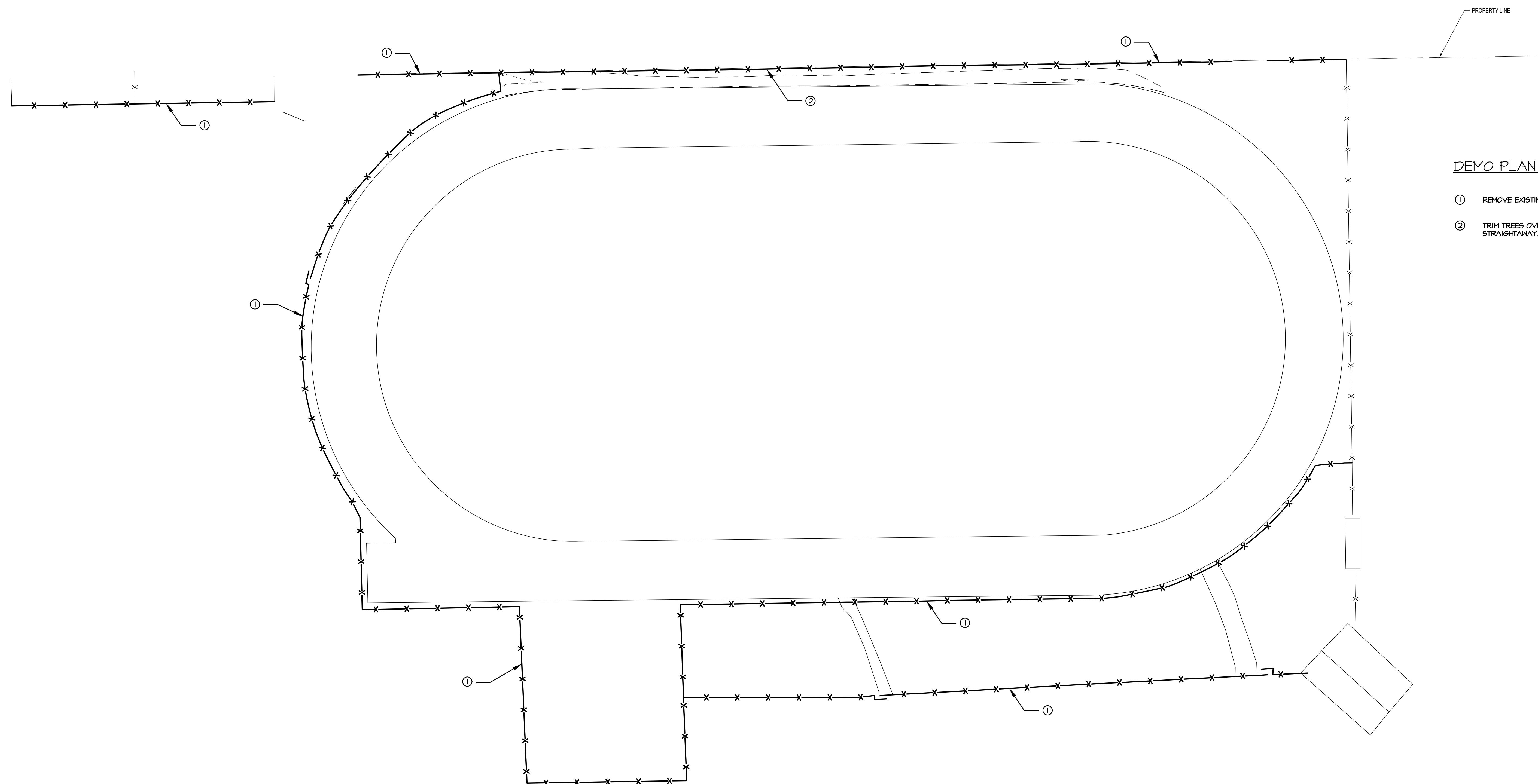
A Corporation, Partnership or Sole Proprietor organized and existing under the laws of the State of Michigan:

Name, title, and signature of individual duly authorized to execute contracts:

Name: _____

Title: _____

Signature: _____



DEMO PLAN NOTES

- ① REMOVE EXISTING CHAIN LINK FENCE
- ② TRIM TREES OVERHANGING PROPERTY LINE NORTH OF TRACK STRAIGHTAWAY.

① **DEMO PLAN**
 SCALE 1" = 30'

**2021 SITE IMPROVEMENTS
 TRACK FENCE REPLACEMENT**

**Adrian Public Schools
 Adrian, Michigan**



| REVISIONS/REVIEW | DATE |
|------------------|----------|
| BID SET | 09.15.21 |
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| | |
| | |

KEY PLAN

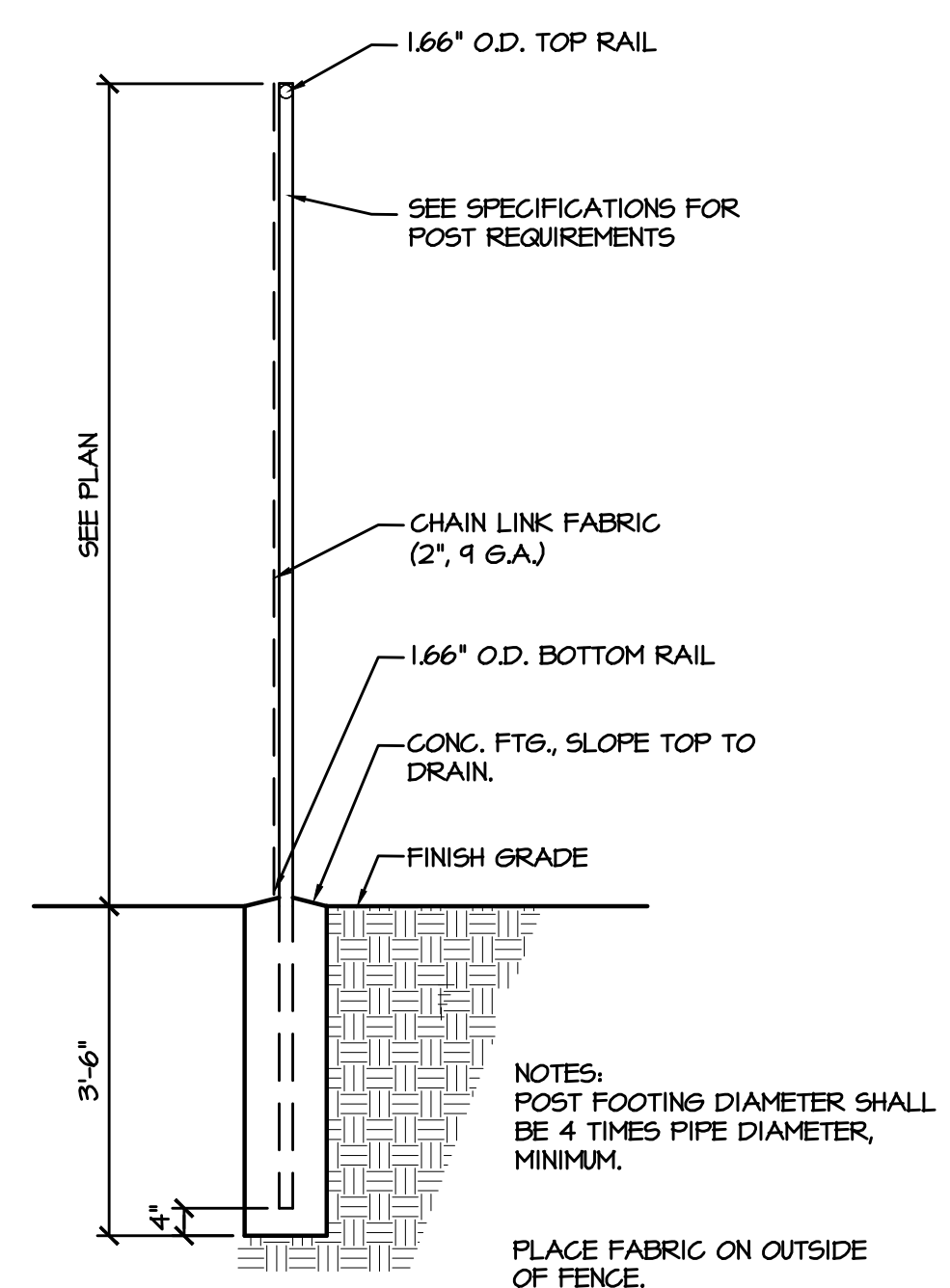
JOB NO. **3300**



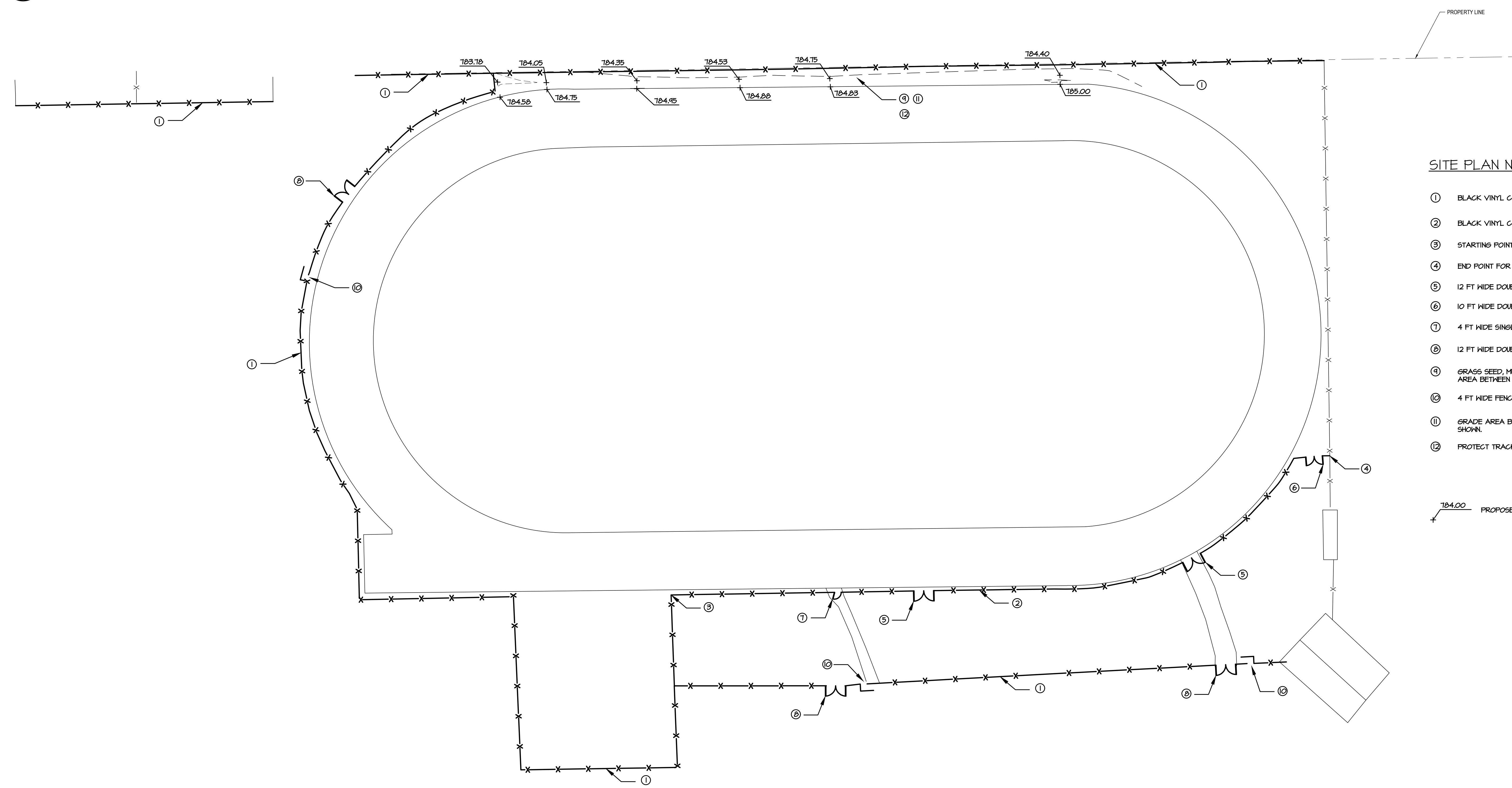
SHEET TITLE
DEMO PLAN

SHEET NO.

C1.0



2 CHAIN LINK FENCE DETAIL
 NO SCALE



- SITE PLAN NOTES**
- ① BLACK VINYL COATED PVC CHAIN LINK FENCE - 6 FT TALL
 - ② BLACK VINYL COATED PVC CHAIN LINK FENCE - 4 FT TALL
 - ③ STARTING POINT FOR 4 FT TALL CHAIN LINK FENCE
 - ④ END POINT FOR 4 FT TALL CHAIN LINK FENCE
 - ⑤ 12 FT WIDE DOUBLE LEAF CHAIN LINK GATE - 4 FT TALL
 - ⑥ 10 FT WIDE DOUBLE LEAF CHAIN LINK GATE - 4 FT TALL
 - ⑦ 4 FT WIDE SINGLE LEAF CHAIN LINK GATE - 4 FT TALL
 - ⑧ 12 FT WIDE DOUBLE LEAF CHAIN LINK GATE - 6 FT TALL
 - ⑨ GRASS SEED, MULCH AND HIGH VELOCITY MULCH BLANKET IN AREA BETWEEN FENCE AND NORTH SIDE OF TRACK.
 - ⑩ 4 FT WIDE FENCE OPENING AS SHOWN.
 - ⑪ GRADE AREA BETWEEN FENCE AND NORTH SIDE OF TRACK AS SHOWN.
 - ⑫ PROTECT TRACK FROM DAMAGE DURING CONSTRUCTION.

1 SITE PLAN
 SCALE 1" = 30'

2021 SITE IMPROVEMENTS
 TRACK FENCE REPLACEMENT
Adrian Public Schools
Adrian, Michigan



| REVISIONS/REVIEW | DATE |
|------------------|----------|
| BID SET | 09.15.21 |
| | |
| | |
| | |
| | |

KEY PLAN

JOB NO. 3300

SHEET TITLE
SITE PLAN

SHEET NO.
C2.0