

REQUEST FOR PROPOSAL

CONCRETE REPAIR AND INSTALLATION DISTRICT WIDE

SCOPE:

The scope of work must include, but is not limited to:

General Specifications:

Unless otherwise specified herein or shown on the Plans, all materials, procedures, and workmanship shall conform to the requirements of the MDOT 2013 Standard Specifications for construction.

Construction Methods:

- The sub-grade shall be formed by trenching or filling to the required elevation for bottom of concrete or to the bottom of the sub-base, if a sub-base is specified. The sub-grade shall be thoroughly tamped or otherwise compacted. A minimum of four inches of Class A sand is required, and if not present be placed as sub-base.
- Before concrete is placed, the sub-grade shall be thoroughly wetted so that the sub-grade is uniformly moist, without forming wet or muddy spots.
- Sub-base consisting of sand or sand gravel, shall be placed under the structure, to a 4 inch depth.
- The forms shall be of wood or metal, straight and free from distortion, and of sufficient strength to resist springing during the process of depositing and finishing the concrete. The forms shall be the full depth of the concrete. They shall be set firmly on the sub-grade, true to the required line and grade, and be held in place by adequate stakes, and

shall be thoroughly clean and free from foreign material. Approved flexible steel or wood forms may be used for sharp curves or special sections.

- Minimum thickness of the concrete are indicated on the drawings provided for each area to be replaced.
- The concrete shall be thoroughly spaded along the forms and joints before finishing operations are started. The concrete shall be alternately tamped and struck off with a proper strike board until all voids are removed and the surface has the required grade and cross section. The surface shall be floated with a steel float just enough to produce a smooth surface free from irregularities.
- All edges on all sidewalks shall be rounded to a radius of $\frac{1}{4}$ inch with an approved finishing tool. All joints shall be rounded with an approved double edging tool and have a radius of $\frac{1}{4}$ inch on each side. The surface shall be brushed lightly to produce a slightly roughened surface and remove the finishing tool marks. Curing of concrete shall be performed by use of one of the appropriate methods as specified for concrete curing agents in the MDOT Standard Specification for Construction dated 2013 in section 903 (attached to RFP).
- Backfilling shall be performed after the concrete has set sufficiently and the side forms have been removed. The space on both sides of the walk shall be backfilled with sound earth which shall be compacted and trimmed.
- Care shall be taken so as to not cause damage to Midland Public Schools property and any adjoining property with equipment or materials. Contractor is responsible for any damage to District or other property caused by their neglect.
- Clean-up shall be completed before final acceptance of the work. The Contractor shall clean the street surface, walk, gutters, fences, lawns, private property, right of way, and structures, leaving them in as good a condition as originally found, and shall remove all machinery, tools, surplus materials, temporary buildings and other temporary structures from the site.

Concrete Sawing: This Work shall consist of sawing a neat joint with the Contractor. Application may occur primarily at locations where the existing sidewalk joint is not broken. Depth of cut shall be sufficient to ensure a clean breaking joint.

Joints: Shall be constructed to provide for expansion and contraction of the concrete as follows:

- Joints shall be constructed true to line, with their faces perpendicular to the surface of the concrete. Transverse joints shall be constructed at right angles to the centerline of a sidewalk, and longitudinal joints shall be constructed parallel to centerline, unless otherwise required. When a sidewalk is constructed in partial width slabs, transverse joints in the succeeding slab shall be placed in line with like joints in the adjacent slab. In the case of widening an existing sidewalk, transverse joints shall be placed in line with the like joints in the existing sidewalk. All standard linear sidewalks shall have transverse joints located at five foot intervals.
- Expansion joints, ½ inch thick, extending to the full depth of the concrete, shall be placed between the concrete and the back of the abutting curb or gutter at intersections and at those locations where the concrete extends from a building or other rigid structure to the curb, and at intervals of no greater than fifty (50) feet. Expansion joint material shall be extended to the full depth of the joint and the top shall be slightly below the finished surface.
- Contraction joints shall be constructed by dividing the sidewalk into areas of approximately twenty-five square feet unless otherwise shown on the Plans. Insofar as feasible, the unit areas shall be square of not less than nine square feet.

Protection of concrete: Protection of concrete shall be performed in the following manner:

- The Contractor shall be responsible for the proper protection of the sidewalk until sufficiently hard.
- Protection against rain – The Contractor shall take such precautions as are necessary to protect the concrete from damage.
- Hot weather limitations – Casting of concrete during hot weather shall be limited by the temperature of the concrete at the time of placing. Concrete shall not be cast when the temperature of the concrete is above 90F.

Remove and Dispose of Existing Concrete Sidewalk: Removal areas of sidewalk shall be indicated

on the attached drawing with approximate measurements. Contractors are responsible for confirming measurements. This Work shall consist of removing sidewalk to the nearest broken or sawed joint. Disturbance of the adjacent piece not to be removed will not be allowed. If an adjacent piece is disturbed, Contractor shall remove and replace at Contractor's expense. Once the concrete is removed, Contractor shall be held responsible for protecting that area of the work with necessary and appropriate barricades.

Restoration: All areas disturbed during the crosswalk reconstruction or sidewalk repair shall be Restored at the contractors expense with topsoil, seed and mulch.

Notes:

The square footages are approximates and all contractors shall make their own field measurements prior to bidding. Your bid shall be based on your actual field measurements prior to bidding. Your bid shall be based on the actual field measurements and not on the approximate amounts of the square footages involved. No extras will be allowed because of the difference between the Districts supplied square footages and the actual field measurements of the contractors.

Site Visit

Contractors may walk the site to determine the scope of work, equipment and materials required, and square footage by setting up an appointment with Michael Moeggenberg before the bid opening:

Michael Moeggenberg
Director of Facilities and Operations
Midland Public Schools
989-923-5035
moeggenbergmj@midlandps.org

Bid Security

A Bid Security by a qualified surety authorized to do business in Michigan in the amount of five percent (5%) of the Base Bid shall accompany each proposal or proposal combination. The Bid Security may be in the form of a Bid Bond, Cashier's Check, or Money Order. Personal checks are not acceptable.

Safety

The Contractor shall be responsible for compliance with all applicable federal and state laws, codes, and regulations, including but not limited to MIOSHA and the Right-to-Know.

Fines for MIOSHA Violations

If the District is assessed any fines for MIOSHA violations arising out of these contract services and attributable to the Contractor, the Contractor shall reimburse the District for these.

Permits

The contractor is required to obtain and pay for any required permits both state and local.

Insurance Requirements

The Contractor will provide the District with the required insurance certificates before the Contractor is awarded the contract. These certificates of insurance shall be submitted to the District's Facilities Department. Once contract is awarded Midland Public Schools will need to be added as an additional insured to the insurance policies.

Minimum Required Insurance Limits

	Minimum Limits
Commercial General Liability	
Fire Damage	\$100,000
Medical Expenses	\$ 10,000
Personal & Adv. Injury	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Products - Comp/Op Agg.	\$1,000,000
Property Damage	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Excess Liability (Umbrella)	
Each Occurrence	\$5,000,000
Aggregate	\$10,000,000
Fidelity/Employee Dishonesty Bond	\$50,000
Automobile Liability (Including Hired & Non-Owned)	
Personal Injury/Bodily Injury	
Each Occurrence	\$1,000,000
Or Combined Single Limit	\$1,000,000
Property Damage	
Each Occurrence	\$500,000

The Contractor must also provide all of its employees working on this contract with Workers' Compensation insurance. The District will not be responsible for any job related injuries to the Contractor's employees. Contractor will provide the District with proof of insurance with at least the following coverage limits:

Minimum Limits

Coverage A Statutory

Coverage B as follows:

Each Accident \$500,000

Disease - Policy Limit \$1,000,000

Disease - Each Employee \$500,000

Bid Information

Bids will be accepted until 2:00 P.M. local time on April 29, 2019 at which time bids will be opened and read aloud for presentation to the Board of Education at their next regularly scheduled meeting. No oral, telephonic or facsimile proposals will be considered. NO proposals will be considered after time of closing of bids.

Owners Rights

The Board of Education reserves the right to accept or reject any or all item(s) in the bid; to accept or reject any or all bid(s); to waive any informalities therein; or for any reason, to award the contract to other than the low bidder. If a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. The district reserves the right to award the bid by location, to the low bidder of that location and to not award a location to any bidder.

All bids shall be firm for one hundred eighty days (180) from the date of the bid opening. The successful bidder must include a signed "Iran Economic Sanctions Act Certification" and a "Familial Relationship Disclosure" form (enclosed with documents).

All bids must be submitted on the attached bid form and signed by the bidder. Two (2) copies of the bid form should be addressed to the attention of:

Michael Moeggenberg
Director of Facilities and
Operations
Midland Public Schools
600 East Carpenter Street
Midland, Michigan 48640-5417
"Concrete Work 2019"

One (1) copy of the bid form should be retained for your files. Questions should be referred to Michael Moeggenberg, Director of Facilities and Operations at 989-923-5035 or moeggenbergmj@midlandps.org

Work Timeline

The work shall start as soon as the district and awarded contractor can come to an agreed upon start date and shall be completed by September 2, 2019.

Instruction to Bidders

1. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachment, and comply with all requirements specified within.
2. Bids received after the scheduled opening time will not be accepted.
3. The only bids accepted will be hard copy paper bids.
4. No bid may be withdrawn, changed or modified in any way for a period of one hundred eighty (180) calendar days from date of did opening.
5. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
6. Bids received prior to time of opening will be kept securely unopened. No responsibility will be attached to school district employee who prematurely opens an incorrectly addressed bid proposal.
7. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
8. Midland Public Schools is exempt from state and federal taxes.
9. All bids are subject to acceptance by Midland Public Schools Board of Education which reserves the right to accept or reject any or all bids, to split awards by items, to waive irregularities or defects, and accept other than the low bid when deemed to be in the best interest of Midland Public Schools.
10. The laws of the State of Michigan shall govern rights, obligations, and remedies of the Parties under this bid and any agreement reached through this process.
11. All information included in a bid response is subject to the Freedom of Information Act and may be disclosed in its entirety after the formal, public bid opening has been completed.
12. By submission of the proposal, the bidder certifies that the pricing structure offered has been arrived at independently without consultation, communication, or agreement of such prices for the purpose of restricting competition with any other bidder or competitor.
13. The bidder agrees to hold and save Midland Public Schools, its officers, agents and employees harmless from liability of any kind, including costs and expenses, with

respect to any claim, action, cost or judgment for patent, copyright or trademark infringement arising out of the purchase or use of equipment, materials, supplies, or services covered by this bid document.

14. The contractor shall provide items of a minor nature, not specifically noted in these specifications, so as to provide a complete, operable and Owner acceptable service.
15. Contractors are required to comply with the Safety Rules and Accident Prevention plan. The district reserves the right to exclude any worker(s) from the job site(s) for violation of these work rules or any other such offenses deemed inappropriate by the District.
16. The contractor shall clean their job area daily and dispose of all trash and debris leaving the area broom clean.
17. It is the responsibility of the contractor/bidder to field verify all existing field conditions. Bidders shall inspect the work site and take such steps as may be reasonably necessary to ascertain the nature of the work; and general and local conditions which can affect the work or cost thereof. Failure to do so will not relieve the bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work.
18. The sites are available for your inspections by appointment.

Bid Form

Administration Campus/Maintenance
600 E. Carpenter Street
Midland, Michigan 48640

Total \$ _____

Midland High School
1301 Eastlawn St.
Midland, Michigan 48642

Total \$ _____

Jefferson Middle School
800 W. Chapel Ln
Midland, Michigan 48640

Total \$ _____

Plymouth Elementary
1105 E. Sugnet Rd
Midland, Michigan 48642

Total \$ _____

Carpenter Pre-Primary
1407 West Carpenter St
Midland, Michigan 48640

Total \$ _____

Northeast Middle School
1305 E. Sugnet Rd
Midland Michigan 48642

Total \$ _____

Central Park Elementary
1400 Rodd St
Midland Michigan 48640

Total \$ _____

Please Describe Scope of Work to Include Time Frame of Work

Company _____

Title _____

Phone# _____

Email _____

Contact Person _____

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP.

Signature _____

Iran Economic Sanctions Act Certification

I am the _____ (insert title) of _____ (insert bidder company name), or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of custodial services to Midland 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 _____

Affidavit of Bidder-Compliance with School Safety Initiative Legislation

The undersigned, the owner or authorized officer of _____ (the “Bidder”), certifies to Midland Public Schools (the “School District”), that any and all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder’s employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g and have not been convicted of any “listed offenses”.¹ The Bidder further warrants and represents that all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder’s employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g. In this regard, Bidder agrees, without limitation, to report within 3 business days to the School District when any such person is charged with a crime listed in Section 1535a(1) of the Revised School Code² or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, plead guilty or plead no contest to that crime.

BIDDER: _____

By: _____

Its: _____

Affidavit of Bidder –Familial Relationships Form

The undersigned, the owner or authorized officer of _____ (the “Bidder”), pursuant to the familial disclosure requirement provided in the _____ (the “School District”) advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the bidder(s) or any employee of _____, and any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

BIDDER: _____

By: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in the County of : _____