



FACILITIES ROOFING PROJECT SPECIFICATIONS

for

**Farmington Public Schools
Maintenance and Operations Facility**

Owner:

Farmington Public Schools
32500 Shiawassee Road
Farmington Hills, Michigan 48336-2338

Site:

Maintenance and Operations Facility
29350 West Ten Mile Road
Farmington Hills, Michigan 48336-2818

Issue Date: Monday, April 01, 2024

Mandatory Pre-Bid: 1:30 p.m., Monday, April 8, 2024 (at 29350 West 10 Mile Road, Farmington Hills, MI 48336)

Bids Due: 3:00 p.m., Friday April 19, 2024

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SECTION I

BID ADVERTISEMENT and INFORMATION

Bid Advertisement
Project summary
Location Map
Site Map

BID ADVERTISEMENT

Farmington Public Schools accepting seal bids until 3:00 p.m. Eastern Daylight Time, Friday, April 19, 2024 for:

Facilities Roofing Project
at
Farmington Public Schools
Maintenance and Operations Facility

A MANDATORY General Pre-Bid Conference and site tour will be held to review and answer questions relating to the project:

Time: 1:30 p.m. Eastern Daylight Time on Monday, April 8 2024.

At: Farmington Public Schools Maintenance and Operations Facility
29350 West Ten Mile Road
Farmington Hills, Michigan 48336-2818

A map of the Farmington Public Schools Maintenance and Operations Facility discussed in this Bid Advertisement follows the Project Summary.

Schedule: The format of the Pre-Bid Conference will be an initial presentation on the bidding process and the scope of work, followed by a site tour and question & answer session. This activity will be conducted at the Farmington Public Schools Maintenance and Operations Facility from approximately 1:30 p.m. to 2:30 p.m..

Bid Packets must be mailed or delivered to the Farmington Public Schools Business Office

Format: All Requests for Bid Packets shall be submitted in a sealed envelope and labeled as outlined below. Mail To:

SEALED BID: FACILITIES ROOFING PROJECT–Maintenance and Operations Facility Farmington Public Schools

Attn: Ms. Karla Swanson
Farmington Public Schools Business Office
32500 Shiawassee Road
Farmington, Michigan 48336

Bid Packets must be received by the Farmington Public Schools' Purchasing Department no later than:

Time: 3:00 p.m. Eastern Daylight Time, Friday, April 19, 2024

At: Farmington Public Schools Business Office
32500 Shiawassee Road
Farmington, Michigan 48336

Format: All official hard copy Requests for Bid Packets must be received prior to the date and time specified and be date/time stamped by a Farmington Public Schools Central Office staff member in order to be accepted.

Bid Packets will be publicly opened at a VIRTUAL bid opening:

Time: 3:00 p.m. Local Time, Friday, April 19, 2024

Directions: A virtual bid opening for the Facilities Roofing Project will occur via Google Meet. Mr. Barth (Director of Facilities Management and Transportation w/Farmington Public Schools) will be sending a Google Meet invitation no later than Monday, April 8, 2022 to those who attended the mandatory pre-bid conference. Participants will not be allowed to comment during the virtual bid opening.

Format: Complete Bid Tabulations will be faxed or emailed to all qualified bidders by 3:00 p.m., Wednesday, April 24, 2024. Farmington Public Schools requests that no Bidders call for bid results prior to 5:00 p.m., Wednesday, April 24, 2024.

Farmington Public Schools intends to formally introduce the project as a discussion item at:

Farmington Public Schools' Board of Education Meeting – 6:00 p.m., Tuesday, May 07, 2024. At: The Maxfield Educational Center, located at

2789 W 10 Mile Rd
Farmington, MI 48336

with a formal vote to award by the Board of Education at their Tuesday, May 21, 2024 meeting. Note: Board meetings are now in person and masks are optional. Farmington Public Schools' Facilities Management Department will issue a letter of recommendation and/or formal letter of intent to the low qualified Bidder no later than Monday, May 22, 2024, to allow the recommended contractor the opportunity to prepare for the project and submit the project notifications.

Questions Regarding Project Specifications:

All questions regarding the Project Specifications should be addressed to:

Jon Barth, Director of Facilities Management and Transportation

Office: (248) 489-3435

Email: jon.barth@fpsk12.net

All official changes and interpretations to the Project Specifications will be made via addenda only. Bidders are encouraged to email (to the email address listed above) all questions regarding the specifications, bidding procedures, etc.

Project Specification Documents:

Project Specification Documents will be available on Tuesday, April 2, 2024. Project Specification Documents can also be picked up by visiting Farmington Public Schools' Central Office, at 32500 Shiawassee Street, Farmington Hills, Michigan and at Facilities Management, located at 29350 West Ten Mile Rd, Farmington Hills, Michigan between 9:00 a.m. and 4:00 p.m. starting Tuesday, April 2, 2024. Bidders must notify Farmington Public Schools twenty-four (24) hours in advance. The school district recommends calling the first to arrange for pick-up of the specifications. Project Specification Documents have not been provided by Farmington Public Schools to any advertising agencies. Specifications will **not** be mailed to Bidders unless pre-paid with postage.

Bidders desiring more than one (1) set of documents may obtain additional sets up to a maximum of three (3) sets. Pickup at 29350 West 10 Mile Road, Farmington Hills, MI 48336, Monday-Friday between 8:00 a.m. and 3:00 p.m..

Bonding Requirements:

Farmington Public Schools requires that all bidders submit a Bid Bond in accordance with the requirements summarized below and that all selected Contractors submit Performance and Labor and Materials Bonds in accordance with the requirements summarized below:

Bid Bond

Amount: 5%

Requirements: The Bidder shall submit the required Bid Security in the form of a Bid Bond by a Treasury approved surety licensed to do business in the State of Michigan, a Cashier's Check, or a Certified Check in the amount of 5% of the bid price. The Bid Security shall be submitted with the understanding that if the bid is accepted, the Bidder will enter into a formal contract with Farmington Public Schools and that the required Performance and Labor and Material Payment Bonds (as listed below and fully detailed in the General Conditions section) will be provided by the Contractor. The Bid Security obligation is Farmington Public Schools. Bidders shall agree not to withdraw proposals for a period of thirty (30) days after the bid due date.

Performance Bond & Labor and Material Payment Bonds

Amount: 25%

Requirements: The accepted Contractor will be required to furnish, in the amount of 25% of the Contract Price, satisfactory Performance Bond and Labor and Material Payment Bond by a Treasury approved surety, as listed on the U.S. Department of Treasury Circular 570, licensed to do business in the State of Michigan. The U.S. Department of Treasury Circular 570 can be viewed at the following web site: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.html. The accepted Contractor will be required to furnish the bonds prior to the start of the project. Mobilization to the project site will not begin until acceptable bonds are furnished by the accepted Contractor.

Additional Information for Bidders:

All applicable insurance policies will be required of each accepted Bidder. This project is not tax exempt from State Sales Tax and/or Use Tax. All materials and supplies incorporated and used in construction and becoming a permanent part of this project will not be exempt from State Sales Tax and/or Use Tax. **Prevailing wages are not required for this project.**

Request for Quotation Packet - Submittal Requirements:

The **RFP Packet (Pages 7-18) must** be submitted on the forms furnished in this specification. **The RFP Packet must be submitted in duplicate and on a portable thumb drive.** The RFP Packet and all additional information requested must be submitted as follows:

Item Item Description Pages: RFP Submittal Packet, including Bidder's Agreement and Certification and Bidder Acknowledgment, Familial Relationship Disclosure Statement [**STATE REQUIREMENT - BID WILL NOT BE ACCEPTED WITHOUT THIS SIGNED AND NOTARIZED STATEMENT**], Affidavit of Compliance – Iran Economics Sanctions Act 15 [**STATE REQUIREMENT - BID WILL NOT BE ACCEPTED WITHOUT THIS SIGNED AND NOTARIZED STATEMENT**],. Affidavit of Compliance – Criminal Background Checks, Equal Opportunity Statement, Bidder's Statement of Qualifications and Statement of Bid Preparation, Bidder's Response to Statement of Qualifications and Statement of Bid Preparation, Bid Security Submit, Proof of Insurance Submit, Additional Information Submitted by Bidder, Contractor's COVID-19 Preparedness and Response Plan Submit

Farmington Public Schools request that the Bidder enter "NO BID" on the bid form for any listed portion of the bids, in lieu of leaving the line blank or omitting the page.

Bid No. 24.001
Project Summary for Bid Advertisement

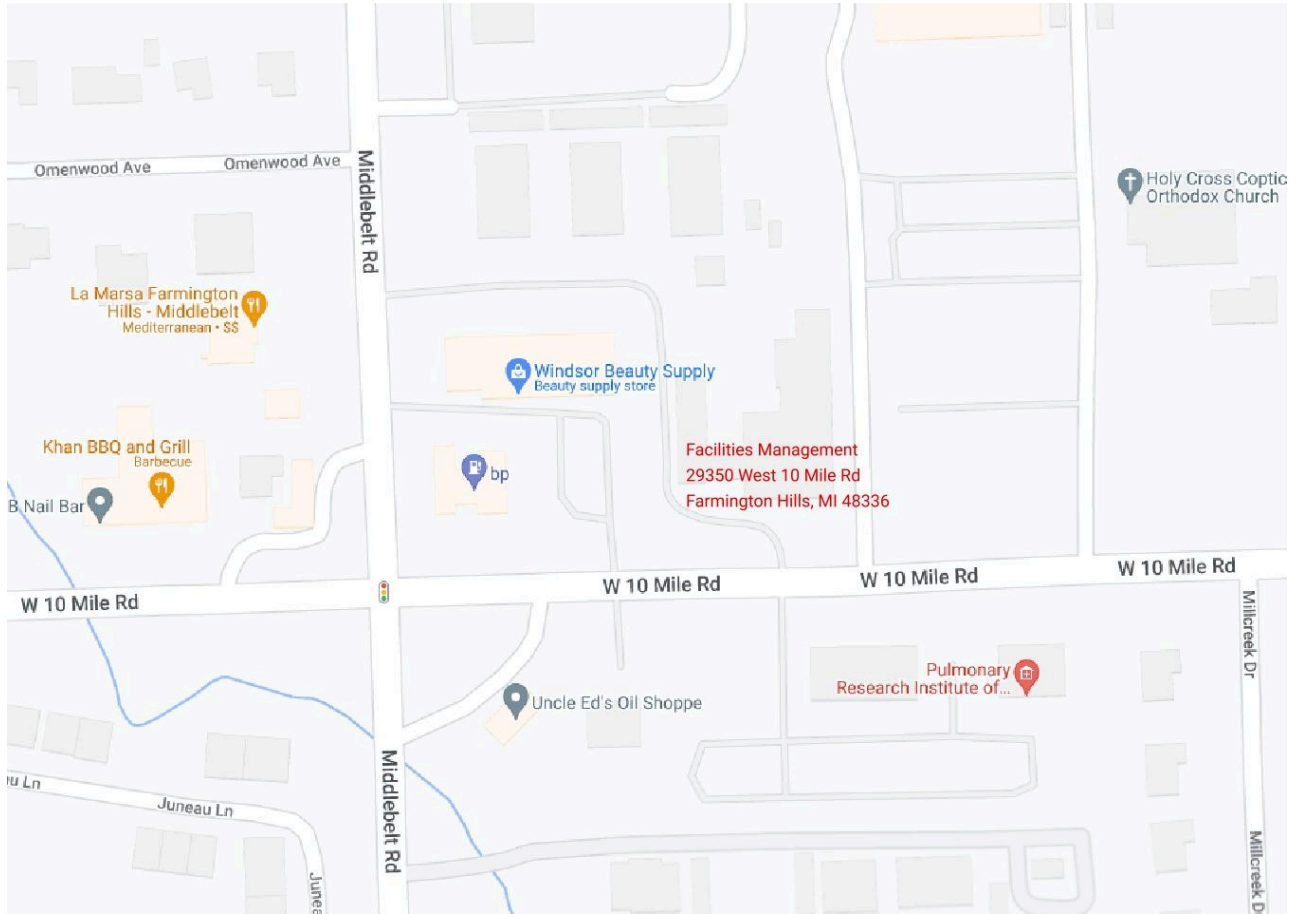
This project summary provides a summary of the work associated with the project, to be included as part of the Bid. The Scope-of-Work, project requirements and project schedule are provided in the specification documents. The Contractor is encouraged to review all aspects of the Scope-of-Work when preparing the Bid and is instructed not to use this summary when preparing this Bid.

- Facilities Roofing Project Work

The Project at the Farmington Public Schools Facilities Roofing Project includes the replacement of a specific portion of the roof at the Facilities Management building as specified. Work includes, but is not limited to the removal and proper disposal of existing roofing materials that are not needed for the replacement of the roof as specified in the scope of work.

The exact dates for the project start and completion will be determined following the award of the project, but the work is expected to take place in late spring or the summer 2024. The Project schedule for work under **Bid 24.001** allows for a total of ten (10) consecutive workdays (Monday-Friday) to complete the removal of existing roof materials and installation of new roof.

Location Map of Farmington Public Schools Maintenance and Operations Facility



[Google Map Link](#)

Site Map of Farmington Public Schools Maintenance and Operations Facility



SECTION II

RFP PACKET

**FACILITIES ROOFING PROJECT
SPECIFICATIONS**

for

**Farmington Public Schools
Maintenance and Operations Facility**

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32500 Shiawassee Road
Farmington Hills, Michigan 48336-2338

Site:

Maintenance and Operations Facility
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Farmington Hills, Michigan 48336-2818

BIDDER INFORMATION

Contractor Name:

Address:

Phone/Fax: P: F:

E-Mail:

Representative:

BIDDER'S AGREEMENT AND CERTIFICATION

The undersigned Bidder, having fully examined the Project Specification Documents [including, but not limited to, Section I (Bid Advertisement and the Project Summary), Section II (RFP Packet), Section III (Project Description and Scope of Work, General Project Requirements and Information, and Project Schedule, and Site Availability) and Section IV (General Conditions), as well as all other associated information (including the addenda listed and acknowledged on the following page), and having familiarized itself with the conditions to be encountered affecting the cost of the work, does hereby propose to satisfactorily complete all activities required to be performed and to

furnish all of the labor, materials, tools, equipment and all other necessary additional services needed to complete the Underground Storage Tank System Removal and Environmental Work activities required in connection with this project. Addenda issued by Farmington Public Schools and acknowledged by the Bidder, are made part of the Project Specification Documents, and are listed on the following page.

All Bidders were provided the opportunity to attend the Pre-Bid Conference on Monday, April 8, 2024, and provided the opportunity for an accompanied tour of the site, and all Bidders have been encouraged, and provided the opportunity, to examine the project site and familiarize themselves with the work described in the Project Specification Documents. The submission of a bid for the project described in the Project Specification Documents shall be deemed conclusive evidence that the Bidder has thoroughly examined all documents constituting this specification (including, but not limited to, those items and sections listed above), has familiarized itself with the work and requirements described and shall constitute a waiver of all claims of error in bid, withdrawal of bid, or payment of extras, or combination thereof, under the executed Contract, or any revision thereof. All figures set forth in the Project Specification Documents referencing sizes, amounts, or materials are estimates only and are provided for the convenience of the Bidder. **The Bidder is solely and completely responsible for its own measurements and for its own determination regarding the scope of the project(s).**

These specifications including, but not limited to, the Bid Advertisement, the Project Scope of Work, Project Schedule and Site Availability, and the General Conditions, have attempted to detail and address all aspects of the project being performed for Farmington Public Schools. Nonetheless, the successful completion of the projects in a safe manner and in compliance with all applicable regulations remains as the foremost concern of Farmington Public Schools. To insure that this goal is met, it is expressly agreed by and between the parties to the contract, hereinafter to be signed between Farmington Public Schools and the Contractor, that Farmington Public Schools and/or Arch Environmental Group, Inc., as Farmington Public Schools' Representative, have complete control over the manner in which the project shall proceed and may, in their sole discretion, waive provisions of these Project Specifications or require and enforce more stringent or different provisions should they, in their discretion, determine that such changes will or may more fully protect Farmington Public Schools, the Contractor, their subcontractors, agents, servants or others under their control or direction or the general public from any risks and/or situations associated with the said project.

This provision in no way constitutes a waiver by the Contractor of its responsibilities to conduct said project in accordance with all applicable regulations and in accordance with these specifications. This provision is set forth and is intended to provide Farmington Public Schools with the power to require additional steps to be taken to ensure that the project proceeds in a manner to fully, to the utmost extent possible, protect Farmington Public Schools as well as the general public, from risks and liability associated with such projects.

After the Bids are received, tabulated and evaluated by Farmington Public Schools. For purposes of these meetings, the Bidder agrees to provide any post bid information as listed in the General Conditions. The Bidder, if awarded a contract, agrees to commence all pre-project planning and preparation activities upon receipt of a written "Notice to Proceed/Letter of Intent" and to fully complete its work in accordance with and to conform to the milestone activity dates and durations set forth in the Project Specification Documents.

The signature of a representative for the Bidder constitutes a full and complete agreement with the Project Specifications and the Bidder's Agreement and Certification. All Bid Forms must be completed. Bids which are not submitted should be marked "N/A", or have similar notations.

BIDDER ACKNOWLEDGMENTS

Type of Bid Security

Please indicate type of bid security provided: [] 5% Bid Bond [] Certified Check

Acknowledgment of Addenda:

The Bidder has received and reviewed the following addenda:

Addendum No. Addendum No. Addendum No.

Dated Dated Dated

Acknowledgment of Pre-Bid Conference Minutes:

The Bidder has received and reviewed the Pre-Bid Conference Minutes dated

[] Check here if not issued

Type of Business:

The Bidder is a (check one): Partnership Corporation

The Bidder is (check all that apply): Minority Woman Owned Small Business Enterprise

Identification of Potential Conflict of Interest

The Bidder hereby discloses and describes any business, financial, or pecuniary relationship existing between the Bidder (or any officer, agent, or employee of the Bidder) and any officer, employee, agent, board member, or owner of Farmington Public Schools/. If no such relationship exists, so state in the space provided.

Attach additional pages if necessary

Signature of Chief Executive Office (or equivalent)

Acknowledgment of Specification Details/Bid Preparation:

The Bidder acknowledges that the Bidder has reviewed each section of the bid documents relating to the Bid and understands that the Bidder will not be released from the Bid(s) due to missed activities or other similar oversights. The Bidder also acknowledges that it has checked each bid and that all figures are correctly listed on the bid forms.

Signature of Chief Executive Office (or equivalent)

Bid No. 24.001
Facilities Roofing Project - Farmington Public Schools Maintenance and Operations Facility

The Bidder hereby agrees and certifies to comply with all requirements described within this Project Specification and the listed and acknowledged Addenda and agrees to accept a payment of

Base Bid

Base Bid dollars (\$)

for all work regarding this bid as described in the "Project Scope of Work/Project Schedule and Site Availability".

The Bidder agrees and certifies that the above stated cost includes all charges for all wages, overtime, taxes, materials, supplies, equipment, disposal costs, general conditions, supervision, insurance, overhead, profit and incidental expenses and fees. The Bidder hereby agrees and certifies that if the projects are not completed by the final due date the Bidder will accept a penalty as described in the project specifications.

The Undersigned, a Representative of the Bidder, hereby authorizes and requests any person, firm, or corporation to furnish any information requested by Farmington Public Schools and/or their Representatives in verification of the recitals comprising the Bidder's Statement of Qualifications. When requested, a breakdown of the bid will be submitted following the award of a contract.

COMPANY NAME

PRINT NAME

TITLE

SIGNATURE

Alternate Bids Provided: Bidder Noted Conditions/Restrictions on Bid: None None
 Attached - List Below: Listed Below:

FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT

Important: This disclosure statement must be included with your bid as required by state law (Public Act 232 of 2005).

As required by Public Act 232 of 2005, all bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Farmington Public Schools’ Board of Education or the Superintendent of Schools. The Board of Education shall not accept a bid that does not include this sworn and notarized disclosure statement.

++++

The undersigned, the owner or authorized officer of (the “Bidder”), pursuant to the familial disclosure requirement provided in the Farmington Public Schools advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of the company and any member of the Farmington Public Schools’ Board of Education or the Superintendent of Schools. If such a relationship exists, please explain:

Attach additional pages if necessary

By: (bidder signature) Title: (type or print) Date:

Subscribed and Sworn to Before Me:

This day of , 20 A.D., in and for the County of , Michigan. My commission expires:

Acting in the County of:

Signature of Notary

AFFIDAVIT OF COMPLIANCE - IRAN ECONOMIC SANCTIONS ACT

Important: This disclosure statement must be included with your bid as required by state law (Public Act 517 of 2012).

The undersigned, the owner or authorized officer of (the "Contractor"), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that, in the event Contractor is awarded a contract as a result of the aforementioned Request For Proposal, the Contractor will not become an "Iran linked business" at any time during the course of performing the Work or any services under the contract.

The Contractor understands and agrees that, if Farmington Public Schools receives credible information that this Affidavit includes false information, Farmington Public Schools will conduct an investigation that may lead to the termination of this contract as provided in the Act. The Contractor agrees to indemnify Farmington Public Schools (including its agents, employees and representatives), and hold them harmless, for all actual attorneys' fees and costs, settlements, awards, judgments, interest and bonds arising from or relating to any such investigation.

The Contractor further acknowledges that any person who is found to have submitted a false certification may be responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Farmington Public Schools' investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date that it is determined that the person has submitted the false certification.

By: (bidder signature) Title: (type or print) Date:

Subscribed and Sworn to Before Me:

This day of , 20 A.D., in and for the County of , Michigan. My commission expires:

Acting in the County of:

Signature of Notary

AFFIDAVIT OF COMPLIANCE – CRIMINAL BACKGROUND CHECKS
Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named contractor (the "Contractor"), pursuant to the criminal background compliance certification requirements of Farmington Public Schools' (the "School District") hereby represents and warrants that the Contractor has performed and/or will perform sufficient criminal background checks, including at a minimum, an Internet Criminal History Tool ("ICHAT") check, for all of its owners, employees, agents, representatives, contractors and/or other personnel who will be on any School District premises to carry out the services contemplated by the Contract Documents. The Contractor further hereby certifies that no owner, employee, agent, representative, contractor and/or other personnel of the Contractor will be on any School District premises if they are a registered criminal sexual offender under the Sex Offenders Registration Act, Public Act 295 of 1994, or have been convicted of "Listed Offense" as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.722.

The Contractor further acknowledges that if it is found to have submitted a false certification or otherwise fails to comply with the requirements of this certification, the School District may immediately terminate the Contract.

OFFEROR:

Name: (type or print) By: (bidder signature) Title: (type or print) Date:

Subscribed and Sworn to Before Me:

This day of , 20 A.D., in and for the County of , Michigan. My commission expires:

Acting in the County of:

Signature of Notary

EQUAL OPPORTUNITY STATEMENT

Gentlemen:

It is the publicly stated policy of not to discriminate against any employee, applicant for employment, contractor, or material supplier, because of race, religion, national origin, ancestry or sex. With regard to employment, such non-discrimination includes, but not limited to, our (my) policies of recruitment, recruitment advertising, selection for apprenticeships or other training, rates of pay, promotion, transfer, lay-off or termination.

In all advertising for employment, subcontractors, or suppliers we (1) shall state all applicants or respondents will receive consideration without regard to race, religion, color, national origin, ancestry or sex.

We (I) understand that any contract for the Farmington Public School District shall be in consideration of our maintaining the above mentioned non-discrimination policy.

We (I) understand that we (I) may be required to submit further information covering the race, color and work classification for our employees and those of subcontractors to be employed on this project.

Name of Offeror (Company): (type or print) Name: (type or print) Title: (type or print) By:

(bidder signature)

Date:

BIDDER'S STATEMENT OF QUALIFICATIONS and STATEMENT OF BID PREPARATION

All questions must be answered clearly and in a comprehensive manner on Bidder supplied answer sheets. Do not submit answers on this sheet. Any Bidder failing to answer all questions may be rejected on these grounds. It is understood that by submitting a signed bid, the Bidder is certifying the correctness of all statements and is hereby under oath. All answer sheets that are used must have a reference to this Statement of Qualifications and/or a reference to the project or Farmington Public Schools. The Bidder may submit any additional information which may be of assistance in evaluating the qualification of the Bidder. Information will only be released by Farmington Public Schools following a written request.

Corporate Information

1. Name of Bidder

2a. Permanent Main Office Address, Phone Number and Fax Number

2b. Additional Offices - Number, Locations, Addresses, Phone Numbers and Fax Numbers

Corporate History

3. When was (Name of Bidder) Organized?

4. If a Corporation, where is (Name of Bidder) Incorporated?

5. How many years has (Name of Bidder) been operating under the (Name of Bidder) name?

6. How many years has (Name of Bidder) been working in the State of Michigan on commercial roofing systems?

7a. What other names are the principals of (Name of Bidder) operating under that are associated with commercial roofing systems?

7b. What other names have the principals of (Name of Bidder) operated under that have been associated with the commercial roofing industry?

8. Have the principals of (Name of Bidder) filed for Chapter 11 or Chapter 13 for protection of (Name of Bidder) or for any other UST related firm, company or organization, in the last five years? Describe.

Corporate Experience and References

9. Please list contracts currently on hand, including those projects which are in progress. Please provide a schedule (with actual or anticipated commencement and completion dates) and approximate gross dollar amount of each contract. Specifically highlight non-Farmington Public Schools projects which will be conducted at the same time as this project.

10. Please list all specifications (Name of Bidder) is currently submitting bids for which have overlapping project dates. Please provide a schedule with anticipated commencement and completion dates.

11. Have you (Name of Bidder and other entities identified in Questions 7a and 7b answers) ever failed to complete any work awarded to you?

12. Have you (Name of Bidder and other entities identified in Questions 7a and 7b answers) ever been disqualified from bidding in Farmington Public Schools?

13. Have you (Name of Bidder and other entities identified in Questions 7a and 7b answers) ever not been recommended for bid contracts when you were the low bidder in Farmington Public Schools?
14. Have you (Name of Bidder and other entities identified in Question 7a and 7b answers) ever not been recommended for bid contracts when you were the low bidder on a project designed by Farmington Public Schools?
15. Please list all projects (Name of Bidder) completed in Farmington Public Schools in the last three (3) years.
16. Please list all projects over \$15,000 completed by (Name of Bidder) in the last twelve (12) months (projects with Farmington Public Schools do not need to be listed in response to this question), stating approximate gross dollar amount, and the month and year completed.
17. Please list the experience of (Name of Bidder) in work similar to this project. Project references must include: names, addresses, and phone numbers of Building Owners for whom projects were performed (minimum of four).

Corporate Compliance History

18. Please list any and all citations with or without monetary penalty received, pending, paid or disputed by (Name of Bidder and other entities identified in Question 7a and 7b answers) during the past 3 years for failure to comply with applicable federal, state or local regulations. Describe in detail the type of citation, the reason for the citation and the ultimate disposition of the same. Provide copies of all citations received in the last three (3) years and all correspondence associated with the citations.
19. Please provide the dates and results of the last on-site inspection by the Michigan Department of Licensing and Regulatory Affairs (formerly Department of Labor & Economic Growth and Consumer & Industry Services) and the Michigan Department of Environmental Quality.
20. Please list all penalties incurred through non-compliance, including projects designed by Farmington Public Schools other than Farmington Public Schools, including liquidated damages/penalties, overruns in scheduled time limitations and any subsequent resolutions for (Name of Bidder) in the last three (3) years.

Corporate Resources

21. Please list (Name of Bidder)'s staff size, including number of foreman (competent persons), number of workers and common sources for additional manpower. Estimated number of new hires for "peak" season may be listed with this response.
22. Please list (Name of Bidder)'s staff size, including number of foreman (competent persons), number of workers and common sources for additional manpower that will be used for this project.
23. **Please list of (Name of Bidder)'s major equipment (as of the submitting of this bid) which will be available specifically for this contract. Do not provide an inventory list.** The response to this question must specifically reference the equipment which will be available for this project. Please indicate the number of equipment, such as AFDs, showers, scaffolds, etc. which will be on-site for the duration of the project.
24. Please provide (Name of Bidder)'s bank references.
25. Please provide the name of the Bonding Company and the name and address of the agent used for this bid.

Bidder's Bid Preparation Information and Miscellaneous Acknowledgments

26. Did a representative of the Bidder attend the Pre-Bid Conference on Thursday, April 4, 2024?

27. Did a representative of the Bidder conduct a field review to review the project scope of work? If yes, list the dates and times of each visit.

28. After a thorough review of the Project Summary and "Project Scope of Work/Project Schedule and Site Availability", did the Bidder note any project scope of work discrepancies or omissions?

29. Did a representative of the Bidder review the Project Penalties section?

30. Did a representative of the Bidder review the information regarding insurance and bonding? Does the Bidder understand that the project cannot begin until the requested Certificate of Insurance and the Performance/Payment Bonds have been submitted and approved?

31. Does the bid provided by the Bidder contain any work scope adjustments or qualifications, such as locations of material/quantity inconsistencies or locations of omitted materials?

32. Are there any submittals that the Contractor will not be able to submit prior to the start of the project?

33. Please list all work hour restrictions that the Bidder proposes, such as days the Contractor will not work in the event of meeting the project schedule.

34. Please provide a summary of all bid limitations.

Additional Information

35. Please provide a Bidder's Statement of Qualifications for all sub-contractors who will be used on this project. (A subcontractor does not include suppliers). Subcontractors not listed in this response will not be allowed for use on the project without the expressed written permission of Farmington Public Schools.

36. Please feel free to provide any additional information which may assist Farmington Public Schools with a complete and thorough evaluation of the bids.

BIDDER’S CHECKLIST FOR RFP SUBMITTALS

This checklist is provided as a service to the Bidders to assist with complete bid submittals. The Bidder does not need to submit this checklist with the RFP. All portions of the RFP’s should be submitted as listed below and the entire packet must be submitted in duplicate.

From Project Specification

Item Spec. Page Signed *RFP Cover Sheet* 9 Completed *Bidder’s Agreement and Certification and Bidder Acknowledgments* Completed and signed *Bid No. 24.001– Facilities Roofing Project*

Farmington Public Schools Maintenance and Operations Facility - Signed and notarized *Familial Relationship Disclosure Statement* , Signed and notarized *Affidavit of Compliance – Iran Sanctions Act 15* , Signed and notarized *Criminal Background Check Authorization* , Signed *Equal Opportunity Statement* , Copy of *Bidder’s Statement of Qualifications and Statement of Bid Preparation*

Provided By Contractor

Bidder’s Response to *Bidder’s Statement of Qualifications and Statement of Bid Preparation* *Bid Security*

5% of Bid Price or 5% of Total Bid Price

Treasury approved surety licensed to do business in the State of Michigan

Bidder’s *Proof of Insurance*

Contractor’s COVID-19 Preparedness and Response Plan

Any additional information submitted at discretion of Bidder

Farmington Public Schools request that the Bidder enter “NO BID” on the bid form for either bid or any listed portion of the bid, in lieu of leaving the line blank or omitting the page.

THIS PAGE DOES NOT NEED TO BE SUBMITTED.

SECTION III

PROJECT DETAILS and SCOPE OF WORK

Project Description and Site Information
Project Scope of Work
General Project Requirements and Information
Project Schedule and Site Availability

Bid No. 24.001 Facilities Roofing Project Maintenance and Operations Facility

PROJECT DESCRIPTION and SITE INFORMATION

Bid No. 24.001 is for all labor, equipment, materials, and supplies needed for the removal and proper disposal of roofing material in preparation of the installation of a new roof as specified. New roof installation as specified in the scope of work.

SCOPE of WORK

Remove existing roofs down to the metal deck. Dispose of all materials removed in accordance with all state and federal regulations.

Remove any abandoned roof vents, soil pipes or roof curbs not needed and dispose of in accordance with all state and federal regulations. Patch the removal area with steel plates.

Inspect decking material and (if deteriorated) install a compatible replacement material at a unit cost of \$9.50 per sq. ft. No decking is to be replaced without Farmington Public Schools' Director of Facilities approval.

Mechanically fasten 5.2" of (R-30) ISO Insulation to the metal deck as a base layer.

Mechanically fasten tapered insulation sloped at 1/4" per foot.

Install a 60 Mil Black adhered EPDM roof system over the entire project area.

Flash all walls and roof penetrations.

Provide and install 24 Gauge prefinished coping.

Remove all debris from the jobsite and dispose of it in accordance with all state and federal regulations.

Note: Material and labor must carry a documented, minimum twenty (20) year warranty.

GENERAL PROJECT REQUIREMENTS and INFORMATION

This section provides general project requirements and information relating to all activities associated with the Work. Each numbered item shall apply to the work under each individual bid, and to the overall project

1. The Contractor shall contact State and Local agencies to determine if project permits, approvals, or plans are required. It is the Contractor's sole responsibility to contact all State and Local agencies that have jurisdiction and to ensure that all required permits, approvals, and plans are procured and in place prior to the commencement of work activities at the site. The Contractor must provide a copy of all permits, approvals and plans to Farmington Public Schools prior to the commencement of work activities at the site.
2. The Contractor shall develop a written Project Specific Health and Safety Plan. The Contractor must submit a copy of the plan to Farmington Public Schools, Inc. prior to the commencement of work activities at the site. Work activities at the site may not begin until Farmington Public Schools is satisfied that all reasonable safety and health concerns are appropriately addressed in the plan by the Contractor.
3. For the duration of the project, the Contractor shall maintain full compliance with current Michigan Occupational Safety & Health Administration (MIOSHA) Emergency Rules, Michigan Department of Health and Human Services (MDHHS) public orders, and all other applicable Federal, State, and local rules, regulations, orders and mandates with regards to the ongoing COVID-19 pandemic. These requirements may include, but are not necessarily limited to: development of a COVID-19 preparedness and response plan; designation of worksite COVID -19 supervisors; conducting daily health screening of individuals entering the work site; providing appropriate personal protective equipment and cleaning supplies; providing employee training; use of face masks and maintaining physical distancing; surface cleaning and disinfecting; addressing suspected or confirmed cases of COVID-19; and maintaining records of all employees and or visitors of the Contractor at the site each workday. It is the Contractor's responsibility to review the applicable rules, regulations, orders and mandates and make appropriate adjustments to their own policies, procedures and practices.

The Contractor shall make available any documentation regarding compliance with these requirements to Farmington Public Schools and any federal, State, or Local agency with jurisdiction upon request.

4. The Contractor shall make all notifications and submittals as required or described above, and according to the procedures in Section IV "General Conditions".

PROJECT SCHEDULE and SITE AVAILABILITY

The following general project requirements and information pertain to the project at Farmington Public Schools Maintenance and Operations Facility.

Project Schedule

The exact dates for the project start and completion will be determined following the award of the project, but the work is expected to take place in the late spring or summer of 2024. The Project schedule for the work under Bid no. 22.01 allows for a total of ten (10) consecutive workdays (Monday-Friday) to complete the removal of necessary roofing materials and reinstallation of the new roof.

The exact start date will be coordinated between Farmington Public Schools and the Contractor. The Contractor will be provided a minimum of fourteen (14) calendar days notice prior to the start date. If the project is not completed in the allotted time, Farmington Public Schools may impose project penalties as noted in the General Conditions.

Site Availability

All on-site work for the project outlined in this specification will be completed by the Contractor according to the following site availability:

Farmington Public Schools Maintenance and Operations Facility

The site will be available on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays only from 7:00 a.m. - 5:30 p.m.

Approval of Additional On-Site Hours

The Contractor will be allowed to work additional hours and work days at this site only with prior approval from Farmington Public Schools. The Contractor may also be required to cover additional overtime incurred by Farmington Public Schools in excess of 30 minutes before and 30 minutes after the Contractor's state start and finish time.

Additional Details to Project Schedule

The project will be considered complete for schedule purposes when the Contractor has completed the removal of all supplies and equipment from the project area and returned the site to Farmington Public Schools in a condition that satisfies Farmington Public Schools.

SECTION IV

GENERAL CONDITIONS

The Information provided in the General Conditions section is specific to this project, necessary for the progress of the work, and shall be addressed as described herein. Throughout this Conditions section, the successful bidder is referred to as the "Contractor". All other parties involved and contracted by Farmington Public Schools are referred to as the "Owner's Representatives".

1. Bidding Information

- 1.1 The *RFP Packet* shall be filled in completely, providing all information as requested. Should any bidder refuse to hold its bid firm for the required period or refuse to enter into a contract in accordance with the terms of its proposal, Farmington Public Schools reserves the right to disqualify the bid and may consider this a factor with respect to any future bids made by it and may refuse to consider the same for that reason.
- 1.2 All pages and documents, and the information requested within the *RFP Packet* section, must be furnished completely in strict compliance with the bidding submittal requirements. The manner of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Accordingly, Farmington Public Schools reserves the right to declare as non-responsive, and reject, any bid which is incomplete or where material information requested is not furnished, or where indirect or incomplete answers or information is provided. The Bidder is encouraged to follow the *Bidder's Checklist for RFP Submittals* (located at the end of the *RFP Packet*) while preparing the *RFP Packet*.
- 1.3 Bidders are cautioned that any alternate bids, unless specifically requested, or any changes, insertions, or omissions to the terms and conditions of these specifications, may be considered non-responsive and at the option of Farmington Public Schools may result in rejections of the bid(s).
- 1.4 Any bid(s) received at the office designated herein, after the exact time specified for receipt, may not be considered. Farmington Public Schools reserves the right to deny or accept late bids based on mitigating circumstances. The decision will be made by Farmington Public Schools' representative present at the Bid Opening.
- 1.5 Bid(s) will only be opened when received from registered Planholders. Bidders may register as a Planholder by attending and signing in at the Pre-Bid Conference or by emailing Farmington Public Schools at jon.barth@fpsk12.net. Planholders are companies, not individuals, and a person representing multiple Bidders will have to register for each entity.
- 1.6 Farmington Public Schools reserves the right to postpone the bid opening for its own convenience.
- 1.7 Bidders shall fill in the number and date of each addendum on the *Bidder's Agreement and Certification* of the *RFP Packet*. By acknowledging each addendum in this manner, the Bidder agrees that each portion of the addendum has become an official part of the bidding documents, that the Bidder has fully reviewed the addendum and that the Bidder agrees to comply with all provisions detailed in the addendum. Bidders not acknowledging any addendum may be subject to disqualification.
- 1.8 Bidders shall fill in the date of the Pre-Bid Minutes on the *Bidder's Agreement and Certification* of the *RFP Packet*. By acknowledging the Pre-Bid Minutes in this manner, the Bidder agrees that each portion of the minutes has become an official part of the bidding documents, that the Bidder has fully reviewed the minutes and that the Bidder agrees to comply with all provisions detailed in the minutes. Bidders not acknowledging the Pre-Bid Minutes may be subject to disqualification.
- 1.9 Bidders shall fill in the type of business information on the *Bidder's Agreement and Certification* of the *RFP Packet*.

- 1.10 Should a Bidder find apparent discrepancies in, or omissions from, the bidding documents, or should it be in doubt as to their true meaning, or should it have any questions regarding any work or materials intended by the bidding documents, then such Bidder, either Contractor or Subcontractor, shall immediately notify Farmington Public Schools of such questions. Farmington Public Schools will issue an addendum to all Bidders recorded in its office for the specific project. It shall be the responsibility of the Bidders on record to provide all their Subcontractors with the information contained in these addenda. Failure to submit any type of questions during the bidding process or note any bid qualifications on the *Bidder's Statement of Qualifications and Statement of Bid Preparation* indicates that the Contractor agrees to the "intent" of the project design during interpretations made in the field.
- 1.11 The Bidder is required to completely and accurately provide information in the *Bidder's Statement of Qualifications and Statement of Bid Preparation*. Failure to completely and accurately provide information in the *Bidder's Statement of Qualifications and Statement of Bid Preparation* is grounds for dismissal and disqualification of the bid(s) provided by the Bidder.
- 1.12 Farmington Public Schools reserves the right to accept or reject any or all bids and to waive informalities and major irregularities in the bids received.
- 1.13 Farmington Public Schools reserves the right to waive any information in the bids, or reject any or all bids, in whole or in part, should it be deemed in the best interest of Farmington Public Schools to do so.
- 1.14 Each *RFP Packet* shall be accompanied by a certified check, cashier's check, or Bid Bond by a Treasury approved surety that is licensed to do business in the State of Michigan made payable to Farmington Public Schools in an amount not less than 5% of the bid(s) as a proposal guarantee. Bid bonds, or certified checks and cashier's checks submitted in lieu of a formal bid bond, will be returned at the request of the Contractor following the formal acceptance of the recommended contractor.
- 1.15 Each low bidder will be contacted following review of the *RFP Packet* to set-up a Post-Bid Review Meeting. The topics, requirements, etc. of the Post-Bid Review Meeting are further detailed in Section 13 of these "General Conditions".
- 1.16 The Farmington Public Schools' Board of Education cannot accept any bid without a signed and notarized *Familial Relationship Disclosure Statement*. A bid without the signed and notarized statement will not be read and will be disqualified.

2. Contract Information

- 2.1 Farmington Public Schools will submit a formal contract agreement to a Contractor designated by Farmington Public Schools for review and execution by signature. A formal contract agreement includes a written Purchase Order from Farmington Public Schools.
- 2.2 It shall be understood and agreed by all parties submitting proposals on any part of the work that the requirements contained in all contract documents shall apply to all addenda issued before the time set for receiving bids, that the general character of work called for in the addenda shall be the same as originally required for similar work, unless otherwise mentioned, and that all incidental work necessitated shall be included, even though not particularly specified therein.
- 2.3 Within one (1) week of award of the work, Farmington Public Schools will submit a written request (via electronic mail) to Farmington Public Schools for a contract or a purchase order.

- 2.4 The Bidder to whom the contract is awarded shall, within fifteen (15) calendar days after receipt of the "Intent to Award" from Farmington Public Schools sign and deliver the required copies to Farmington Public Schools. Certificates of Insurance, Performance Bonds, and Labor and Materials Payment Bonds shall also be submitted to Farmington Public Schools at this time. The Bidder to whom the contract is awarded will not be required to sign and return a copy of the Purchase Order.
- 2.5 The Contractor shall defend, indemnify, save harmless and exempt Farmington Public Schools, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees incidental to any work done in the performance of this contract; provided, however, the Contractor shall not be liable for any claims, demands, damages, cost, expenses, and attorney's fees arising out of an act or omission of Farmington Public Schools, its officers, agents, servants, and employees.
- 2.6 The Contractor shall indemnify, defend and hold harmless Farmington Public Schools (the "School District"), its Board and its Board Members in their official and individual capacities, its employees and agents from and against any and all suits, governmental claims or orders, judgments, administrative actions, fines, penalties, claims, debts, demands, actions, liens, liabilities, fees, costs and expenses of any type whatsoever which may result in expenses, loss, or injury to any person or property, death to any person, or fines, fees or costs related to any notice or assertion of violation by any governmental entity during the course of or arising from Contractors, its employees, subcontractors, subcontractor's employees, agents or subcontractor's agents, representatives of any party (hereinafter, collectively "Contractor") on the School District's property, performance of the Work pursuant to the Contract Documents and/or from Contractor's violation of any of the terms of this Contract, including, but not limited to: (1) the negligent acts or willful misconduct of the Contractor; (2) any breach of the terms of this Contract by the Contractor; (3) any violation of applicable local, state and/or federal law, rule, ordinance, policy or regulations and/or licensing and permitting requirement applicable to providing the Work by Contractor; or (4) any breach of any representation or warranty by the Contractor under this Contract. The Contractor shall notify the School District by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Contract.
- 2.7 If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- 2.8 The project will be awarded to that responsible Bidder whose bid(s), conforming to this solicitation, will be most advantageous to Farmington Public Schools, price and other factors considered (such as late completion of projects on previous district).
- 2.9 Farmington Public Schools reserves the right to waive the requirement of a formal contract agreement and issue a Farmington Public Schools purchase order to complete the scope of work.

3. Bonding Information

- 3.1 Simultaneously with the execution and delivery of an "Intent to Award" from Farmington Public Schools the Contractor shall qualify for, sign, and deliver to Farmington Public Schools an executed Performance Bond and an executed Labor and Materials Payment Bond secured by a Treasury approved surety licensed to do business in the State of Michigan and approved by Farmington Public Schools. Each such bond shall be in the amount of 100% of the contract agreement. All bonds shall be attached to and made part of the contract agreement between Farmington Public Schools and the Contractor. Attorneys in-fact who signed the contract bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The Contractor shall include the full cost of all bonds in its bid. All bonds will be submitted to Farmington

Public Schools. The project will not be started until the required bonds have been received from the Contractor. Please see Question #30 in the *Bidder's Statement of Qualifications and Statement of Bid Preparation* which acknowledges that the bonds will be provided prior to the start of work.

3.2 Bonds and certificates of insurance shall be approved by Farmington Public Schools before the successful Bidder may proceed with the work. Failure or refusal of the successful Bidder to provide bonds or certificates of insurance in a form satisfactory to Farmington Public Schools shall not justify an extension of the time parameters as set forth in the attached time schedule and may, at Farmington Public Schools' option, be cause for rejection or cancellation of the contract. The Contractor may be directed to not start the project until the bonds and certificates of insurance are received and approved. Faxed or emailed copies of the bonds and insurance will be sufficient to start the project. Applications for payment will be returned to the Contractor if actual bonds and certificates of insurance have not been submitted.

3.3 No proposal shall be considered binding upon Farmington Public Schools until a written contract (or purchase order) has been properly executed and satisfactory bonds have been furnished. Failure to execute and return the contract and satisfactory bonds within the prescribed period of time shall be cause for annulment of the award. The bid security of the Bidder will be realized upon or retained by Farmington Public Schools.

4. Insurance Requirements

4.1 The Contractor shall protect, defend and indemnify Farmington Public Schools, their officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs of whatsoever kind and nature which may result in injury or death to any persons, and for any that result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody, or control of Farmington Public Schools in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this Agreement resulting in whole or in part from negligent acts or omissions of the Contractor, any Subcontractor, or any employee, agent, or representative of the Contractor or any Subcontractor.

4.2 The Contractor shall maintain, at its expense, during the term of this contract the following insurance:

- a. Worker's Compensation and Employer's Liability Insurance with Michigan statutory limits. If contract employees are used, the Contractor must submit evidence that all contract employees are fully covered within Michigan statutory limits. Evidence shall include, but not be limited to, copies of the employment contract and certificates of insurance from the contracting agency.
- b. Comprehensive General Liability Insurance with a minimum combined single limit of \$2,000,000 per occurrence in the same amount made for bodily injury and property damage. The Policy shall include products and completed operations, cross liability, broad form property damage, independent Contractors, and contractual liability coverage.
- c. Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance within Michigan statutory limits, including residual liability insurance with a minimum combined single limit of \$1,000,000 each occurrence of bodily injury and property damage.

4.3 Coverage limits for Employer's Liability, Comprehensive General Liability, and Automobile Liability may be attained by a combination of underlying policy and an umbrella or excess liability policy.

4.4 The Contractor shall provide full coverage under the required policies for all of Contractor's owned and leased equipment, property, and tools used, operated, or stored for any work, including change order activities that may be billed under a separate purchase order, covered by this specification.

- 4.5 All insurance companies issuing the insurance policies must be licensed in Michigan and have an A rating by AM Best.
- 4.6 All insurance certificates must identify Farmington Public Schools as the certificate holder and must identify Farmington Public Schools as additional insureds with respect to any work, including change order activities that may be billed under a separate purchase order, covered by this specification. The additional insured endorsement shall not exclude coverage for Farmington Public Schools due to their own negligence, nor shall it limit coverage to liability incurred solely as a result of acts or omissions by Farmington Public Schools. Additional insured endorsements shall include coverage for Farmington Public Schools for all “ongoing operations”, as well as all “completed operations”.
- 4.7 All insurance certificates shall be endorsed to provide sixty (60) days written notice to Farmington Public Schools of any material change of coverage, cancellation, or non-renewal of coverage, and the words “endeavor to” or “failure to mail/send such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” or other similar language are not included in the written notice provision.
- 4.8 The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this contract. Any deductibles in excess of \$10,000 applicable to any coverage shall be identified on all insurance certificates.
- 4.9 If Subcontractors or other Subordinate Parties are used, the Contractor’s policies shall include coverage for its Subcontractors or other Subordinate Parties and shall identify its Subcontractors or other Subordinate Parties as additional insured. If the Contractor requires its Subcontractors or other Subordinate Parties to provide insurance coverage, all insurance coverage limits and requirements included herein apply in whole. If applicable, the Contractor must submit evidence of separate or independent coverage for all Subcontractors or other Subordinate, in the form of separate and complete insurance certificates.
- 4.10 The Contractor will not be allowed to mobilize to the project site or commence any other work until all Certificates of Insurance showing all required coverages and endorsements have been submitted to Arch Environmental Group, Inc., reviewed by Farmington Public Schools, and approved. The Contractor will be notified by Farmington Public Schools and be required to make all necessary changes to the insurance certificates prior to commencing any work. Please see Question #30 in the *Bidder’s Statement of Qualifications and Statement of Bid Preparation* which acknowledges that the certificates of insurance will be provided prior to the start of work.
- 4.11 Acceptance of a Certificate of Insurance which does not properly represent the required coverages or endorsements described in this section (whether accepted by Farmington Public Schools, does not constitute an allowed reduction in the coverage requirements or waive or alter any, and all insurance requirements set forth herein. Modifications to these insurance requirements prior to or following the award of contract may be granted only by written authority of Farmington Public Schools.

5. Project Examination - Reference Documents

- 5.1 A Pre-Bid Conference and tour of the site will be conducted at the time and date indicated in the *Bid Advertisement*. The Pre-Bid Conference is mandatory, and all Bidders are required to attend. Questions regarding the bidding or the project may be asked at the examination, but all final interpretations or revisions to the bidding documents shall be made by an issued addendum.
- 5.2 Before submitting proposals for the work, each Bidder should have examined the site, and satisfied itself as to the conditions under which it will be obligated to operate in performing its part of the work, or that will in any manner affect the work under its contract. Any Bidder not allowed the opportunity to review the project site at the times stated in the *Bid Advertisement* should note that in the bid.

5.3 All Bidders shall tour the site and familiarize themselves with the work described in the bidding documents. Submission of a bid shall be deemed conclusive evidence that the Bidder has familiarized itself with the work contemplated by the bid and shall constitute a waiver of all claims of error in bid, withdrawal of bid, or payment of extras, or combination thereof, under the executed contract, or any revision thereof. All figures set forth in the Bidding Documents referencing sizes, amounts, or materials are estimates only and are provided for the convenience of the Bidder. ***The Bidder is solely and completely responsible for its own measurements and for its own determination regarding the scope of the project.***

6. Workers' Rights

6.1 The Contractor shall comply with the Michigan Civil Rights Act which states that Contractors shall not discriminate in hiring or in its terms and conditions of employment on the basis of race, religion, creed, national origin, color, sex, marital status, age, height or weight, nor on bona fide job requirements. Neither shall a Contractor discriminate in the sales of products or the rendering of services pursuant to this contract on the basis of any of those categories.

7. Contractor Responsibility

7.1 The Contractor shall exercise proper precaution at all times for the protection of persons and property (including the protection of property on-site from theft) and shall be responsible for all the damages to persons or property either on or off the site, which occur as a result of its fault or negligence in connection with the execution of work. The safety provisions of applicable laws and OSHA standards shall be observed and the Contractor shall take or have cause to be taken such additional safety and health measures as Farmington Public Schools may determine to be reasonably necessary to protect Contractor employees or other workers at the site.

7.2 Neither the final certificate nor final payments, nor any provision in the contract documents shall relieve the Contractor of responsibility for defects in workmanship or faulty work or materials. The Contractor shall correct any defects due to faulty work or materials and pay for the damage to other work resulting therefrom, which shall appear within a period of one year from the date of completion unless otherwise stated in this document, including additional "punch list" type items attributed to the Contractor. Farmington Public Schools shall notify the Contractor of observed defects with reasonable promptness.

7.3 The Contractor shall furnish Farmington Public Schools with a written guarantee to remedy any defects due to faulty materials or workmanship which appear in the work within one year from the date of final acceptance by Farmington Public Schools.

7.4 It is the intent of Farmington Public Schools to award the contract to Contractors fully capable, both financially and with regards to experience, to perform and complete the work in a satisfactory manner. Farmington Public Schools may contact any, and all references listed in the *Bidder's Statement of Qualifications and Statement of Bid Preparation* during the bid review process, and Bidders may be asked for additional references, if necessary.

7.5 The Contractor shall have a representative available for all meetings, presentations and public relation appearances deemed necessary by Farmington Public Schools. The Contractor will be made available for such activities for one year following the signed contract.

7.6 The Contractor will turn in all submittals listed in Section-16 Submittals, under "Pre-Project Submittals" prior to the start of the project. By submitting a bid, the Bidder understands and acknowledges that delays to the start of the project due to lack of submittals will not change the end date of the project and that the Contractor will be responsible for any and all costs associated with the delay(s).

8. Liens

- 8.1 All work and materials involved in this contract are subject to the lien laws of the State of Michigan. Partial waivers will be required for progress payments.
- 8.2 Before the final payment or the retained percentages is released, the Contractor shall deliver to Farmington Public Schools, a complete release for work and materials arising out of this contract.
- 8.3 Farmington Public Schools may elect to withhold the final payment or any retained percentage due until the Contractor shall deliver to Farmington Public Schools a complete release of all liens arising out of the performance of the work contemplated by this specification. The releases and receipts shall include all labor and material for which a lien could be filed, but the Contractor may, if any Subcontractors refused to furnish a release or receipt in full, furnish a bond satisfactory to Farmington Public Schools, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to Farmington Public Schools all monies that the latter may be compelled to pay in discharging such a lien, including all costs and attorney's fees.

9. Pre-Start Project Meeting

- 9.1 The awarded Contractor shall attend a Pre-Start Project Meeting. At this meeting, the Contractor shall designate one "competent" (as described by OSHA 1926.32(f)) individual, who shall be on-site throughout the project with full authority to act on the Contractor's behalf. This person shall attend the Pre-Start Project Meeting. The purpose of this meeting is to discuss and set procedures to be followed throughout the performance of the contract.
- 9.2 At the Pre-Start Project Meeting, the Contractor shall provide a list of all employees who will participate in the project, including delineation of experience, credentials, accreditations, and assigned responsibilities. This list should include a list of all subcontractors' employees who may enter the work area. (Note all employees and subcontractors who enter the work area must provide proof to Farmington Public Schools of OSHA 40-hour initial training.)
- 9.3 At the Pre-Start Project Meeting, the Contractor shall provide evidence of all required permits, approvals, notifications, and plans.
- 9.4 Farmington Public Schools may choose to waive a formal Pre-Start Project Meeting and ask the Contractor to submit all necessary materials for review instead.
- 9.5 The Contractor may be asked to attend one, or more, job site construction meetings, in addition to the Pre Start Project Meeting.

10. Permits, Fees, Regulations and Taxes

- 10.1 The Contractor shall make all notifications, obtain and pay for all permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract, including connection charges and inspections fees. By submitting a bid, the Contractor agrees to be fully responsible for the permit and approval process.
- 10.2 The Contractor shall be responsible for obtaining all permits and licenses including but not limited to, building, electrical, plumbing fuel systems, necessary for the proper completion of the project. Permits and licenses are available from the appropriate agencies having jurisdiction. The Contractor shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations bearing on the work. If any of the work of the Contractor is done contrary to such laws, ordinances rules and regulations without such notice, he shall bear all costs arising therefrom. The Contractor shall include all costs and taxes in its bid, and make proper provisions for payment of all other State and Federal applicable taxes, fees or other costs.

10.3 The Contractor shall present at the Pre-Start Project Meeting evidence of all required permits. The Contractor is advised that timely inspections by the applicable inspection departments are a requirement of this contract and are a condition of progress and final payments. All inspections will be final and a certificate of occupancy, where applicable, will be required before final payment will be made.

10.4 Farmington Public Schools is NOT automatically exempt from State of Michigan Sales and Use Taxes. Farmington Public Schools must pay these taxes when materials are to be incorporated into realty. Hence, for materials which are permanently attached, built-in, incorporated or otherwise made part of the structure all applicable taxes shall be paid by the Contractor. Farmington Public Schools is exempt from sales and use taxes if the materials are moveable and are not permanently made part of the structure.

11. Patents and Royalties

11.1 The Contractor shall also comply with the following provision excerpted in part from AIA Document A201/CM 4.17.1.

“The Contractor shall pay all royalties and license fees, shall defend all suits or claims for infringement of any patent rights and shall save Farmington Public Schools harmless from loss on account thereof, except that Farmington Public Schools as the case may be, shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is selected by such person or such person's agent. If the Contractor has reason to believe that the design, process or product selected is an infringement of a patent, that party shall be responsible for such loss unless such information is promptly given to Farmington Public Schools and/or Arch Environmental Group, Inc.”

11.2 Farmington Public Schools have not recommended or required the specific use of any specific name brand product for the projects described within the specification.

12. Prevailing Wages

12.1 Prevailing wages are not required on this project.

13. Post Bid Information

13.1 After the Bid are received, tabulated and evaluated by Farmington Public Schools, the apparent lowest Bidder(s) shall meet with Farmington Public Schools at a Post Bid Review Meeting for the purposes of determining any contract overlaps or omissions and shall provide the following information:

13.1.1 Designation of the work to be performed by the Bidder with their own forces and that to be subcontracted.

13.1.2 Complete detailed cost breakdown including manpower requirements, supplies and project disposal costs.

13.1.3 A list of names of the subcontractors or other entities (including those who are to furnish supplies, services, materials and/or equipment) proposed for the principal portion of the work. The list shall further include the value of the subcontracts and their percentage of value of the Bidder's total bid. The Bidder will be required to establish to the satisfaction of Farmington Public Schools the reliability and responsibility of the persons or entities proposed.

13.2 The Bidder will be required to submit information regarding the names and backgrounds of the Contractor's superintendent and assistants and establish to the satisfaction of Farmington Public Schools the reliability and responsibility of the persons or entities proposed to perform the work described in the Project Specification Documents.

13.3 Prior to the award of a contract, Farmington Public Schools will notify the Bidder in writing if either Farmington Public Schools has reasonable objection to any such proposed person or entity. The Bidder shall submit an acceptable substitute person or entity with an adjustment in their bid price (if applicable) to cover the

difference in cost occasioned by such substitution. Farmington Public Schools may, at their discretion, accept the adjusted bid price or they may disqualify the Bidder. In the event of either withdrawal or disqualification of a bid, the bid security will be forfeited.

14. Payments and Change Orders

- 14.1 All processes for payments and change orders have been developed and implemented by Farmington Public Schools for the purposes of efficiently reviewing, approving and paying Contractor Requests for Payment.
- 14.2 Prior to the start of the project, the Contractor shall submit a Schedule of Values, listing the breakdown of the contract. If one was submitted during a post-bid meeting, it does not need to be re-submitted unless changes have been made. Applications for payment will be returned if a Schedule of Values is not received.
- 14.3 Where the Contractor will submit multiple billings, all payment requests must be made on standardized forms, such as AIA request for payment forms. The forms include a sworn statement, which must be signed along with the payment request. All payment requests must be made in duplicate all with original signatures. All payment requests submitted on other forms will be marked "Void - Resubmit on Proper Forms" and returned to the Contractor.
- 14.4 All **drafts** payment requests must be submitted to Farmington Public Schools on or before the **last day of the month**. The draft payment request can include all work up to and including the 5th of the month. Farmington Public Schools will review the draft payment request and return it to the Contractor by the 3rd of the month. All final payment requests, for work through the 5th of the month, must be received by the 7th of the month for processing.
- 14.4 Payment requests received after the 7th of the month will not be submitted until the following month, unless the 7th is Saturday or Sunday, which will push the due date to the following Monday.
- 14.5 The payment request will be reviewed by Farmington Public Schools for completeness and accuracy. A copy of the approved, and if necessary, modified, payment request will be mailed to the Contractor for their records.
- 14.6 The Contractor will not be allowed to submit for payment on any change orders unless submitted **and signed** by Farmington Public Schools (order routed for processing) prior to the 7th of the month.
- 14.7 Farmington Public Schools reserves the right to alter payment requests submitted by the Contractor and approved by Farmington Public Schools.
- 14.8 A 10% retainage will be held until approved for release by Farmington Public Schools. The retainage will be held at least ninety (90) days. The Farmington Public Schools prepared punch list must be reviewed, and all items must be satisfied prior to the release of funds. Final Farmington Public Schools prepared punch lists will not be available until at least ninety (90) days from completion of the work. Applications for final retainage will not be accepted until the listed billing cycles. Retainage amounts will not be lowered to 5%. The application for payment will not be approved until Farmington Public Schools has completed the review and all aspects of the work are satisfactory to Farmington Public Schools.
- 14.9 All approved payment requests will be submitted to Farmington Public Schools on the tenth of each month for processing, or the first business day after the tenth. Checks will be mailed out to the Contractor approximately thirty (30) days after the tenth. The Contractor must sign and return the waiver/release form which will accompany each check. Farmington Public Schools has forty-five (45) days from the tenth to provide the check to the Contractor.

14.10 Farmington Public Schools reserves the right to hold any payment due to project related deficiencies such as, but not limited to, late project or submittals. Regardless of the completion of all punch list items at the site and the successful completion of the project, Farmington Public Schools will hold the final 5% retainage until receipt of all requested project documentation.

14.11 Farmington Public Schools reserves the right to hold all payment requests until substantial completion of the project and make one single payment (per the above dates) for 90% of the project.

14.12 The final payment will not be approved and sent to Farmington Public Schools unless the Contractor has submitted the following documentation along with the payment request:

- Final Consent of Surety
- Full Unconditional Waiver of Lien
- All Project Closeout Documentation

15. Written Project Documentation

15.1 Farmington Public Schools requires the following written documentation from the Contractor during the course of the contract:

15.1.1 *Post-Bid Meeting Minutes*: A summary of issues and comments from the Post-Bid Meeting. A copy of the minutes is provided to the Contractor and a copy is attached to the contract.

15.1.2 *Intent to Award*: A written notification issued to the Contractor regarding the recommendation sent to the Board of Education. The letter is issued to the Contractor and a copy is provided to Farmington Public Schools. The Contractor will use this letter to submit all requests for bonds and insurance. The contract (or purchase order, see 15.1.5) will follow before the first day of the project.

15.1.3 *Recommendation Letter*: A recommendation of the lowest qualified Bidder for approval by the Board of Education. The letter is issued to Farmington Public Schools and a copy is provided to the Contractor.

15.1.4 *Contractor Procedures Manual*: A detailed summary of all pertinent information and procedures relating to Farmington Public Schools. The manual is issued to the Contractor.

15.1.5 *Contract*: The contract (an AIA standard form of agreement between Farmington Public Schools and the Contractor and may be submitted to the Contractor for approval and signatures. It is the Contractor's responsibility to forward the signed contract with the necessary attachments to Farmington Public Schools for execution. Farmington Public Schools may decide to prepare a written purchase order in lieu of a contract.

15.1.6 *Pre-Start Project Meeting Minutes*: A summary of issues and comments from the Pre-Start Project Meeting, if held. The minutes are issued to the Contractor and a copy is provided to Farmington Public Schools. If no specific issues or questions are raised during the Pre-Start Project Meeting, the meeting minutes may not be issued.

15.1.7 *Pre-Start Notice of Responsibility*: A reminder issued to the Contractor prior to the start of the project to document existing conditions at the site. A copy is provided to Farmington Public Schools.

15.1.8 *Application for Payment Approvals*: Review monthly requests for payment, modify (if necessary) and submit to Farmington Public Schools. A copy is provided to the Contractor.

15.1.9 *Notice of Non-Compliance*: If at any time, the Contractor does not complete the work in accordance with the established project dates, the Contractor will receive a "Notice of Non Compliance". Copies are issued to Farmington Public Schools. If the Contractor is able to regain completion of the work within the established schedule, a written summary of this fact will also be prepared.

15.1.10 *Final Project Reports*: Final project reports will be prepared and submitted at the completion of the project. Final project reports will be prepared and provided to the Contractor within one year of closeout of the contract/purchase order.

16. Submittals

16.1 Pre-Project Submittals: Prior to mobilization to the project site, the Contractor will be required to submit the following materials to Farmington Public Schools, as noted:

16.1.1 *Bonds/Insurance*: All bonds and insurance will be submitted to Farmington Public Schools. All bonds and insurance must be received by Farmington Public Schools prior to mobilization to the project site. Bonding and insurance requirements are in Item 3 and Item 4, respectively, of the "General Conditions".

16.1.2 *Notification Forms*: A copy of all project notifications shall be submitted to a representative designated by Farmington Public Schools. Detailed information regarding the notifications is located in Section III *General Project Requirements*.

16.1.3 *Project Specific Health and Safety Plan*: A Project Specific Health and Safety Plan shall be submitted to Farmington Public Schools.

16.1.4 *Pre-Start Project Meeting*: Item 9 of the "General Conditions" details necessary submittals at the Pre-Start Project Meeting. Should a Pre-Start Project Meeting be canceled or deemed unnecessary by Farmington Public Schools and the Contractor, the Contractor will have all pre-project submittals described in that item available for review at the start of the project.

16.1.5 *Company Information Sheet*: Farmington Public Schools requests that all Contractors performing work on this project submit a Company Information Sheet detailing company contact information (names, phone numbers, mobile phone numbers, etc.) for key personnel associated with the project. Key personnel include, at a minimum, the person responsible for field activities, the competent person, the person responsible for office related activities (closeouts, billing, etc.) and the President of the company.

16.1.6 *Schedule of Values*: The Contractor will submit the Schedule of Values to Farmington Public Schools, Inc. prior to the start of the project if the Contractor will have multiple billings for the base contract work. Item 14.2 of the "General Conditions" provides additional information on the Schedule of Values.

16.2 Post Project Submittals: Prior to release of the final retainage for the project covered by this specification, the Contractor will be required to submit the following materials to Farmington Public Schools. This information should be submitted by the Contractor with the final request for payment:

16.2.1 *Final Project Notifications*: As part of the closeout process, the Contractor will be required to submit an additional copy of the project notification and a copy of any revised project notifications submitted throughout the duration of the project. If there were no revisions, the Contractor will submit only a copy of the original notification. Notifications shall be submitted to a representative designated by Farmington Public Schools.

16.2.2 *Waste Shipment Records*: As part of the closeout process, copies of disposal receipts of all liquid and/or hazardous material, plus copies of all transport manifests, trip tickets, or other disposal documentation, will be submitted to Farmington Public Schools

16.2.3 *Worker Documentation*: As part of the closeout process, the Contractor shall submit the following documentation for all workers performing activities on this project:

- Copy of Employee Training Certificates.
- If respirator use is required for any of the work, a copy of dated fit test, and copy of physician's written opinion stating the employee is medically allowed to wear a respirator.

16.2.4 *Safety Logs*: At the conclusion of the project the Contractor will be required to submit a daily safety review form and a weekly safety meeting review form in order to receive the final 5% of the retainage. Should the Contractor not submit this type of evidence for the project, the retainage will only be released upon approval of Farmington Public Schools.

16.2.5 *Final Consent of Surety*: The Contractor will be required to submit a Final Consent of Surety for all projects involving bonding. The Contractor may submit any type of Final Consent of Surety. The Contractor may contact Farmington Public Schools for an example form.

16.2.6 *Full Unconditional Waiver of Lien*: When submitting the final request for payment, the Contractor will be required to submit a Full Unconditional Waiver of Lien. The Contractor may submit any type of Full Unconditional Waiver of Lien. The Contractor may contact Farmington Public Schools for an example form. Farmington Public Schools will provide a Microsoft Word version the Contractor can use as a template if requested.

17. Penalties

17.1 By submitting a bid for this project, the Contractor understands that Farmington Public Schools will charge the Contractor a monetary penalty if the project is not completed by the required completion date. In addition, the Contractor understands that Farmington Public Schools will charge the Contractor a monetary penalty if the project does not start due to failure to submit for permits or approvals.

17.2 If the Contractor does not start the project per the established schedule due to a failure to submit proper notifications, the Contractor will be assessed a monetary penalty in the amount of **1,500 dollars**. This penalty will be assessed on a daily basis, including weekends and holidays, until the project begins. At a minimum, said penalties will be withheld ("retained") by Farmington Public Schools until the project is completed. Farmington Public Schools will be responsible for all final decisions regarding the assessment of all penalties due to failure to submit proper notifications. Farmington Public Schools may withhold the penalties and cancel the penalties at a later date if the Contractor regains the overall project schedule to the satisfaction of Farmington Public Schools.

17.3 If the Contractor does not complete the project detailed in the Scope-of-Work within the specified time allotment, the Contractor will be assessed a monetary penalty in the amount of **1,500 dollars**. This penalty will be assessed on a daily basis if the project is one or more days late. At a minimum, said penalties will be withheld (“retained”) by Farmington Public Schools until the reinstallation projects are completed. Farmington Public Schools will be responsible for all final decisions regarding the assessment of all penalties due to late projects. Farmington Public Schools may impose project penalties even if no project delays were incurred to other trades. Farmington Public Schools may withhold the penalties and cancel the penalties at a later date if the Contractor regains the overall project schedule to the satisfaction of Farmington Public Schools.

17.4 The project schedule may be adjusted by Farmington Public Schools to accommodate weather conditions or events, other acts of God, or circumstances beyond control of the Contractor, its subcontractors, or Farmington Public Schools. Such schedule adjustments will be made in writing, and the terms of this section shall apply to the adjusted schedule.

18. Salvaged Materials

18.1 Any materials indicated to be usable salvage shall be turned over to Farmington Public Schools for review. Materials shall be carefully and neatly stored on site, as directed by Farmington Public Schools.

<end of RFP>