

2017

REQUEST FOR PROPOSAL (RFP)

SIDEWALK REPLACEMENT

Hale Area Schools

May 22, 2017



Contact:

Michael Boensch

Business Manager (989) 728-3551

Questions/Communications to:

Daniel La Pan, AIA

District Representative

dan@rchendrick.com

HALE AREA SCHOOLS

Advertisement for Request for Proposals

SCHOOL DISTRICT SIDEWALK REHABILITATION AND CONSTRUCTION

Proposals for the Hale Area Schools Sidewalk Rehabilitation and Construction project will be received by the Hale Area School District at the Office of the Superintendent, 311 North M-65, Hale, MI 48739 until Thursday, June 8, 2017 at 2:00 PM. Any proposal received after the designated closing time will be returned unopened.

The purpose of this Request for Proposals is to seek service of a qualified professional contractor to provide construction services to the Hale Area School District for the replacement and construction of its administration entry sidewalk.

A pre-bid meeting is not planned although it is recommended that the site be visited to verify quantities and exact location of the project.

An original and one (1) copy of the proposal shall be submitted in a sealed envelope addressed to Mr. Loren Vannest, Superintendent and marked Hale Area Schools Sidewalk Rehabilitation and Construction Project. Proposers desiring information for use in preparing proposals may obtain a set of documents from Daniel La Pan with RC Hendrick @ dan@rchendrick.com.

The School District reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The district further reserves the right to award the contract to that proposer whose proposal best complies with the project requirements. Proposers may not withdraw their proposal for a period of ninety (90) days for the date set for the opening thereof.

Michael Boensch
Business Manager

Dated: 22 May 2017

1. INTRODUCTION

1.1 PURPOSE AND GENERAL INFORMATION

Hale Area School is requesting responses to this Request for Proposal (RFP) to enter into a contract with sidewalk contractor(s) to provide sidewalk replacement services for the Hale Area School District.

A copy of this RFP can be obtained from Daniel La Pan, AIA at dan@rchendrick.com the school districts representative on this project. It is incumbent upon Respondents to check the website www.rchendrick.com for additional information and/or addendums. If you have any questions, please contact Daniel La Pan as it relates to your concerns. Questions regarding the substance of the RFP or scope of services must be submitted via e-mail to Daniel La Pan. Oral comments are not official responses.

Responses are due prior to the deadline indicated and must be delivered or mailed to Hale Area Schools, 311 North M-65, Hail, MI 48739. **Late responses will not be accepted – NO EXCEPTIONS.**

1.2 DEFINITIONS

In this RFP the following definitions shall apply:

“**District**” means Hale Area Schools;

“**District Representative**” has the meaning set out in section 1.5;

“**Website**” means www.rchendrick.com

“**Closing Time**” has the meaning set out in section 1.3;

“**Contract**” means a formal written contract between the District and a Preferred Proponent to undertake the Services, the preferred contract form of which is AIA Document A132-2009.

“**Preferred Proponent**” means the Proponent selected by the District to enter into negotiations for a Contract;

“**Proponent**” means an entity that submits a Proposal;

“**RFP**” means this Request for Proposals;

“**Services**” has the meaning of any and all construction and administration work necessary to complete this project;

“**Site**” means the place where the Services are to be performed.

1.3 PROPOSAL SCHEDULE

Closing Time and Address for Proposal Delivery

Proposal must be received by the office of:

Office of the Superintendent
311 North M-65
Hale, MI 48739

Proposal Closing Date and Time: **Thursday, June 8, 2017 at 2:00 PM** (Local Time).

Submissions by fax (or email) will not be accepted.

LATE PROPOSALS

Proposals received after the Closing Time will not be accepted or considered. Delays caused by and delivery, courier or mail service(s) will not be grounds for an extension of the closing time.

1.4 INFORMATION MEETING

A pre-bid meeting is not planned although it is recommended that the site be visited to verify quantities and exact location of the project.

1.5 AMMENDMENTS TO PROPOSALS

Proposals may be revised by written amendment, delivered to the location set out above, at any time before the closing Time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided in the original proposals.

All inquiries related to this RFP shall be directed in writing, via e-mail to the person named below (the ‘**District Representative**’). Information obtained from any person or source other than the District Representative may not be relied upon.

District Representative:

Mr. Daniel La Pan, AIA

Phone: 989.781.8116

E-mail: dan@rchendrick.com

Inquiries should be made no later than 3 days before Closing Time. The District reserves the right not to respond to inquiries made within 3 days of Closing Time. Inquiries and responses will be recorded and posted on the Website. It is the responsibility of the Proponent to check the Website for Addendums prior to submitting their proposal.

Proponents finding discrepancies or omission in the Contract or FRP or having doubts as to the meaning or intent of any provision, should immediately notify the District Representative. If the District determines that an amendment is required to this RFP, the District Representative will issue an addendum in accordance with section 1.6. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

1.6 ADDENDA

If the District determines that an amendment is required to this RFP, the District Representative will post a written addendum on the Website at www.rchendrick.com and upon posting will be deemed to form a part of this RFP.

No Amendment of any kind to the RFP is effective unless it is posted in a formal written addendum on the Website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the Website.

1.7 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Proponents will be deemed to have carefully examined the RFP, including any attached schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

1.8 STATUS INQUIRIES

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the District Representative.

2. PROPOSAL SUBMISSION FORM AND CONTENTS

2.1 PACKAGE

Proposals shall be in a sealed package, marked on the outside with the Proponent's name and title of the Project.

2.2 FORM OF PROPOSAL

Proponents are to complete the form of Proposal attached as Schedule A.

2.3 SIGNATURE

The legal name of the person or firm submitting the Proposal should be inserted in Schedule A. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- A. If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- B. If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the District that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venture is a corporation then such corporation should sign as indicated in subsection (A) above; or;
- C. If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

2.4 ADDITIONAL INFORMATION

The District may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and may make such requests to only selected Proponents. The District may consider such clarifications or additional information in evaluating a Proposal.

2.5 NEGOTIATION OF CONTRACT AND AWARD

If the District selects a Preferred Proponent or Proponents, then it may:

- A. Enter into a Contract with the Preferred Proponent(s); or
- B. Enter into discussions with the Preferred Proponent(s) to clarify any outstanding issues and attempt to finalize the terms of the Contract(s), including financial terms. If discussions are successful, the District and the Preferred Proponent(s) will finalize the Contract(s); or
- C. If at any time the District reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the preferred Proponent(s) written notice to terminate discussions, in which event the District may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

The District is under no obligation to accept any Proposal submitted. The District reserves the right in its sole discretion to waive informalities in, or reject any or all Proposals, or to accept any Proposal deemed most favorable in the interest of the District, or cancel the competition at any time without award. Thereafter, the District may issue a new Invitation/Request, sole source or do nothing.

All costs incurred in the preparation and presentation of the proposal shall be wholly absorbed by the contractor. All supporting documentation and manuals submitted with this proposal will become the property of the Hale Area Schools unless otherwise requested by the contractor at the time of submission.

3. GENERAL CONDITIONS

3.1 NO DISTRICT OBLIGATION

This RFP is not a tender and does not commit the District in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the District reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

3.2 NO CONTRACT

By submitting a Proposal and participation in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP prior to the signing of a formal written Contract.

3.3 CONFLICT OF INTEREST

Proponents shall disclose any potential conflicts of interest and existing business relationships that they may have with the District. If requested by the District, Proponents should provide all pertinent information regarding ownership of their company within forty-eight (48) hours of the District's request.

3.4 SOLICITATION OF DISTRICT BOARD MEMBERS

Proponents and their agents will not contact any Board Member of the District or staff with respect to this RFP at any time prior to the award of a contract or the

termination of the is RFP, and the District may reject the proposal of any Proponent that makes any such contact.

3.5 CONFIDENTIALITY

All submissions become the property of the District and will not be returned to the Proponent. The District will hold all submissions in confidence unless otherwise require by law.

4. SCOPE OF SERVICES

- 4.1 Services will include the construction and/or reconstruction of District sidewalks and handicap aprons as indicated on the documents.
- 4.2 Contractors will be responsible for any and all damage due to construction. Any damage caused by the contractor must be repaired within ten (10) working days at the expense of the contractor. Contractor will need to make sure that all trees, shrubs and signs are protected and not damaged during construction. If damage occurs, the contractor will be liable for such damages.
- 4.3 It is expressly agreed and understood that the Contractor is, in all respects, and independent contractor as to work; however, in certain aspects, the Contractor is bound to follow the directions of the District Superintendent or appointed designee at the time of repair and/or construction, and that the Contractor is in no respect an agent, servant or employee of the District.
- 4.4 The Contractor's timeliness and delivery of quality products shall be monitored by the District Superintendent or appointed designee. If at any time the Contractor is performing less than satisfactory work, the Contractor, upon notification by the District Superintendent or appointed designee, shall do whatever is necessary to perform the work properly at no additional cost to the District. Failure to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and in the manner specified.

5. INSURANCE REQUIREMENTS

- 5.1 The selected service provider shall agree to indemnify and hold harmless the District and its officers, agents, and employees for any and all claims, causes, or actions, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor under this contract, and including acts of omissions of the District or its officers, agents, or employees in connection with said contract.
- 5.2 The District will require proof of professional liability insurance with errors and omissions coverage, workers compensation insurance, general liability and automobile insurance with companies authorized to do business in Michigan, and in amounts satisfactory to the District.

- 5.3 The successful Contractor, within ten (10) days after the contract award, shall furnish the District with proof of insurance as stated in Attachment B.
- 5.4 The District and RC Hendrick shall be named as additional insured on all policies as directed in Attachment B. Should any insurance required by this contract lapse, the Contractor shall immediately cease any operations until authorized in writing by the District. If the lapse period extends fifteen (15) days, the contract shall automatically terminate and the Contractor shall be in breach of this contract.

6. AGREEMENT/EXCEPTIONS

- 6.1 Submission of a proposal indicates the Contractor agrees to the terms, conditions and other provisions contained in the RFP, unless the Contractor clearly and specifically presents in its proposal any exceptions to the terms, conditions, and other provisions contained in the RFP.
- 6.2 Exceptions presented in a proposal are not to be considered incorporated into the contract between the District and the selected Contractor unless and until the District agrees to accept such exceptions.
- 6.3 The selected Contractor must acknowledge and agree that the contract resulting from this RFP include the terms, conditions, and other provisions contained in the RFP, the proposal selected (including any exceptions accepted by the District) which is acceptable to the District and is not in conflict or contravention of the RFP, and any other documents mutually agreed upon by the District and selected Contractor.
- 6.4 No oral statements or any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFP or the resulting contract.
- 6.5 A formal contract will be negotiated after the selection of a contractor for the services identified in the scope of services by the District.
- 6.6 The contractor shall not assign the contract or any part thereof to any other person unless such assignment is first approved in writing by the District, it being understood that the contract shall not be assignable unless the proposed assignee is acceptable to the District. The request for assignment must include evidence that the proposed assignee qualifies under all requirements of the contract and must be addressed as defined in the contract for services.

7. PROPOSAL SUBMITTAL

One original plus one (copy) of the entire bid package must be submitted to the District as follows:

Sidewalk Replacement
Hale Area Schools

Office of the Superintendent
311 North M-65
Hale, MI 48739

All proposals must be received prior to, Thursday, June 8, 2017 at 2:00 PM. Proposals may be mailed or dropped off at the Office of the Superintendent. Proposals must be received in the Superintendents Office for it to be considered in the RFP process.

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**SCHEDULE A
2017 SIDEWALK REPLACEMENT PROJECT
BID FORM**

TO: Mr. Loren Vannest, Superintendent
Hale Area Schools
Hale, MI 48739

Having carefully reviewed the bidding documents described in the RFP and understanding the scope of work involved in the proposed Bid Category and those that interface with it, we hereby propose to furnish labor, materials, tools, equipment, supervision, insurance and services required for the completion of all work required for the Bid Category indicated in accordance with the RFP.

BASE BID, SIDEWALK REPLACEMENT: _____

BIDDERS NAME: _____

ADDENDA:

And having Received and Examined the Following Addenda: (include date for acknowledgement)

Addendum Number _____, dated _____, 2017

Addendum Number _____, dated _____, 2017

ALTERNATES:

ALTERNATE #1: Provide pricing to complete the removal and replacement of the entry sidewalk at the parking lot. Section is located going southwest to the end.

Alternate Price #1: _____

ALTERNATE #2: Provide pricing to complete the removal and replacement of the entry sidewalk at the parking lot. Section is located from the Entry walk to the Gymnasium walk.

Alternate Price #2: _____

UNIT PRICES:

UNIT PRICE #1: Provide unit pricing to remove, prep and replace additional walkway as directed by the School District. Additional concrete replacement shall meet the original specified walks for concrete, sand base, reinforcing and restoration of the site.

Unit Price #1: _____ per square foot.

SUBSTITUTIONS:

Bidder is cautioned to bid on the "Standards" specified. The following substitutions for the "Standards" specified are listed herein for consideration, and if accepted, the contract sum may be adjusted in accordance with the following:

_____ Add / Deduct \$ _____
_____ Add / Deduct \$ _____

CONTRACT:

The undersigned agrees that the above Base Bid Prices shall hold for 90 days and Alternate Prices for 120 days after receipt of proposals, to accept provisions of "Instructions to Bidders"

IRAN BUSINESS RELATIONSHIP AFFIDAVIT:

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran Linked Business," as that term is defined in the Act.

SUBMITTED BY:

Firm Name: _____

Address: _____

Email Address: _____

Signed: _____

Typed Name: _____

Date: _____ Title: _____

Phone: _____ Fax: _____

If bidder is a Corporation, indicate State of Incorporation: _____

If a Partnership, give full names of all Partners: _____

Please submit (1) one original copy and (1) one copy of this proposal. Contractor should retain (1) one copy for your records.

FAMILIAL DISCLOSURE STATEMENT

All bidders must complete the following familial disclosure from in compliance with MCL 380.1267 (Public Act 232 of 2004) and attach this information to the bid.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exist between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive officer of the public school academy. The Owner shall not accept a bid that does not include this sworn and notarized disclosure statement.

Disclose any familial relationship and complete the form below in its entirety:

The following are familial relationships as described above (provide employee name, family contact name, family contact position, and familial relationship or NONE.)

Signature(s): Title: Name of Firm:

STATE OF MICHIGAN
SS COUNTY OF

On this day of _____, 20____,

Said county, personally appeared

before me a Notary Public
in and for ,
agent of the said firm

And acknowledged the same to be his free act and deed as such agent.

Notary Public

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SCHEDULE C

2017 SIDEWALK REPLACEMENT PROJECT

SPECIFICATIONS AND DRAWINGS

1. DESCRIPTION

- 1.1 The Contractor shall be responsible for the erection and maintenance of barricades, safety fences and other safety control measures for the complete time the sidewalk is being replaced. During the construction period, the work area shall be secured and adequate warning notices to the public must be erected to ensure the safety of the traveling and walking public.
- 1.2 The Contractor is solely responsible for safety in all project areas.

2. SPECIFICATIONS

2.1 Concrete

- Walkways – 6" Thick, 3500 PSI
- Reinforcement 6x6-W2.9xW2.9 WWF Sheets
- Preformed Joint Filler – Slab Isolation Joint Filler, ½" thick, height equal to slab thickness, with removable top section that will form ½" deep sealant pocket after removal, closed-cell, non-absorbent, compressible polyethylene or polymer foam in sheet form.
- Cast in Place Replaceable Tactile Handicap Ramp Panel – 36" x 60" by ADA Solutions, Inc., Safety Blue

2.2 Workmanship

A. Subgrade Condition

- The finished sub-grade shall be maintained in a smooth, compact condition and any areas which are disturbed prior to placing of the concrete shall be restored at the contractors expense. The sub-grade shall be moist at time the concrete is placed. Water shall be uniformly applied ahead of the pouring operations as directed. Large boulders and other obstructions shall be removed to a minimum depth of 6-inches below the finished sub-grade elevation, and the space shall be backfilled with sand material which shall be thoroughly compacted by rolling or tamping to a 95% compaction rate.
- The sub-grade shall be accurately trimmed to the required elevation with a ¼ inch tolerance. High areas shall be trimmed to proper elevation. Low areas may be filled with suitable material and compacted to the specified density or filled with concrete integrally with the placing of the pavement.

B. Setting Forms

- The forms shall be accurately set to line and grade and such that they rest firmly, throughout their entire length upon the compacted sub-grade surface. Forms shall be joined neatly and tightly and

braced to resist the pressure of the concrete and the finished operation. The alignment and grade of all forms shall be approved before and immediately prior to the placing of the concrete.

2.3. Installation

A. Placing Concrete:

- The concrete shall be distributed on the sub-grade to such depth that, when it is consolidated and finished, the thickness required will be obtained at all points and the surface will at no point be below the grade specified for the finished surface. The concrete shall be deposited on the sub-grade in a manner which will require as little rehandling as possible. Placing of the concrete shall be continuous between transverse joints, without the use of intermediate bulkheads.
- Reinforcement shall be set within the lower 1/3 of the placed concrete and shall be maintained at this location during the placing and finishing operation.
- Concrete shall be thoroughly consolidated against and along the faces of all forms by means of vibrators. Vibrators shall not be permitted to come in contact with the sub-grade or a side form. Vibration at any one location shall not continue so long as to produce puddling or the accumulation of excessive grout on the surface. In no case shall the vibrator be operated longer than 15 seconds in any location.

B. Striking-off, Consolidating and Finishing Concrete:

- Immediately after the placing, the concrete shall be struck off, consolidated and finished, to produce a finished product conforming to the existing area and/or required by the Drawings, Specifications and Instructions.

C. Straightening and Surface Corrections:

- After floating has been completed and the excess water removed, but while the concrete is still in a plastic state, the surface of the concrete shall be tested for trueness with an accurate 10-foot straightedge. The straightedge shall be furnished by the Contractor. The straightedge shall be held in successive positions parallel to the walk center line, in contact with the surface, and the whole area tested from the side of the slab to the other as necessary. The advance along the walk shall be in successive stages of not more than one-half the length of the straightedge. Any depressions shall be immediately filled with freshly mixed concrete and struck-off consolidated and refinished. High areas shall be cut down and refinished. Straightedge testing and surface correction shall continue until the entire surface appears to conform to the required grade and cross section. All surface irregularities exceeding 1/4 inch in 10 feet shall be corrected.

D. Final Finish:

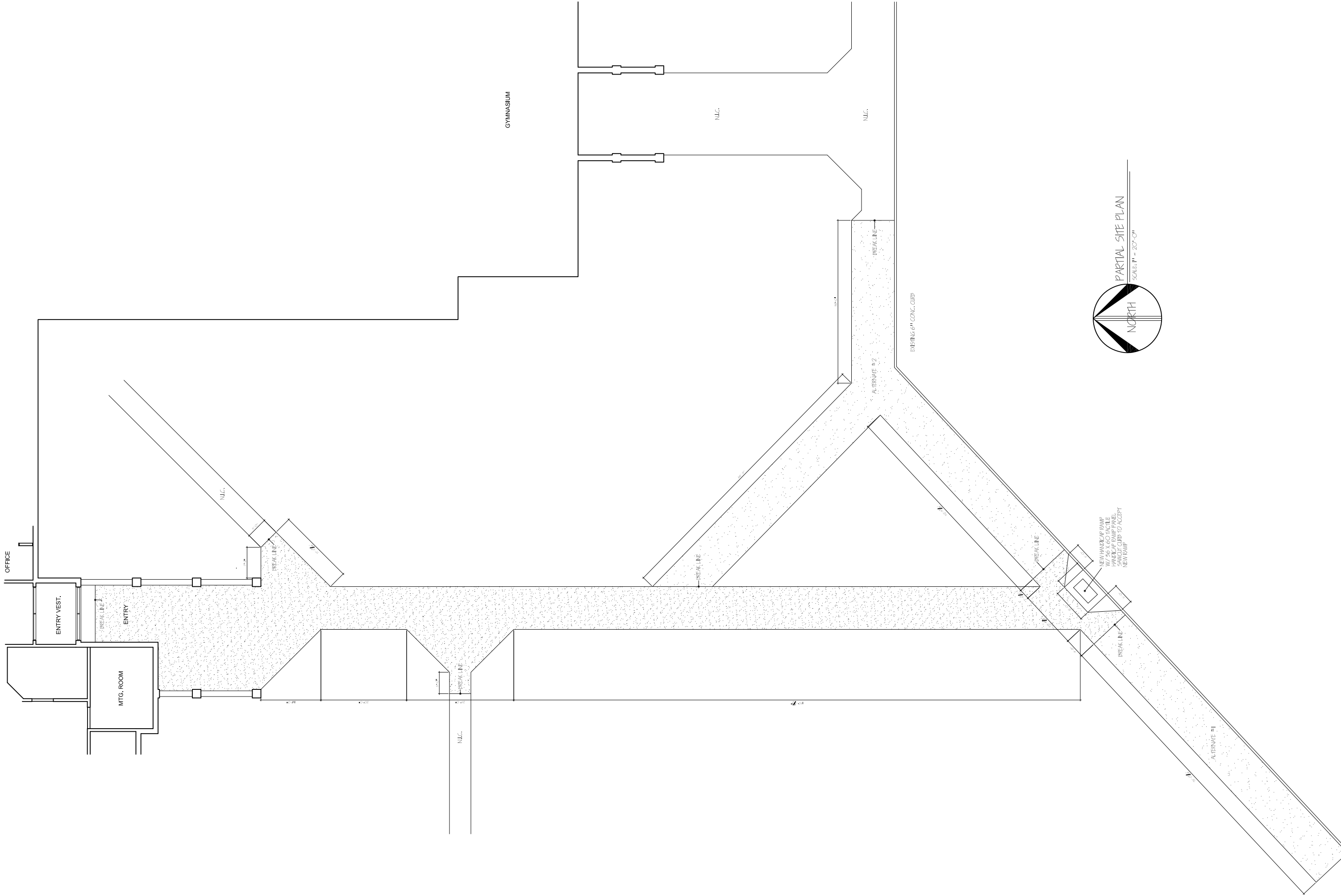
- As soon as the water sheen has disappeared and just before the concrete becomes non-plastic, all edges, including expansion joint edges, shall be finished with an edging tool having a radius of $\frac{1}{4}$ inch, finally the top shall be given a light broom finish perpendicular to the forms.

E. Joints:

- Transverse Construction Joints shall be constructed at the end of all pours and at other locations where the pouring operation is stopped for as long as 30 minutes. Construction joints, however, shall not be placed within five feet of any other transverse joint or of either end of a section of walk. If sufficient concrete has not been placed to form a slab at least five feet long, the excess concrete, back to the last preceding joint shall be removed. The joints shall be formed by placing perpendicular to the profile and center line of the walk. Construction joints shall have tooled edges with a $\frac{1}{4}$ inch radius.
- Transverse Contraction Joints shall be formed at five foot intervals and shall consist of planes of weakness created by an edging tool. The cut in the fresh concrete shall be perpendicular to the surface of the walk, shall extend to a depth of $1\frac{1}{2}$ inch below the top surface and shall have a $\frac{1}{4}$ inch radius.

F. Form Removal:

- After the concrete has sufficiently set a minimum of 12 hours, the Contractor shall remove the forms and shall backfill the space on the exposed edges. The earth shall be compacted and graded in a satisfactory manner without damage to the concrete work. Honeycombs shall be filled with sand and mortar. Plastering will not be allowed on the face of the walk. Rejected walk shall be removed and replaced without additional compensation.



1" = 240'
1/7

dip designs
1678 blackway street
saginaw, michigan 48602

SIDEWALK REPLACEMENT FOR
HALE AREA SCHOOLS
311 NORTH M-65
HALE, MI 48739

project no.	21787
issue date	22 may 2017
revisions	

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