



Barton
Malow
Design/Construction Services

SOUTHFIELD PUBLIC SCHOOLS
Southfield, Michigan

Thompson Middle School & Vandenberg Elementary Roof Replacements

PROJECT MANUAL
Book 1 of 2 – Bidding Requirements

December 04, 2018

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PROJECT MANUAL
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- Specifications Manual, plans, and details, issued by Roofing Technology Associates, Ltd., dated August 16, 2018.
- Modified General Conditions (A232-2009)

END OF SECTION 00010

**SECTION 00030
PROJECT MANUAL
INFORMATION AND IDENTITIES**

This Project Manual has been prepared by Barton Malow and contains the Bidding and Contract Requirements for **Southfield Public Schools – Bussey Center Roof Replacement** project in **Southfield, MI**.

PROJECT: **Southfield Public Schools
Thompson Middle School & Vandenberg Elementary Roof
Replacements**

CONSTRUCTION MANAGER: **Barton Malow Company**

DIRECT ALL QUESTIONS TO: **Martha Ritchie, Purchasing Director
Phone: 248-746-8500
Email: Martha.ritchie@southfieldk12.org**

OWNER: **Southfield Public Schools
24661 Lahser Rd.
Southfield, MI 48033**

DESIGNER: **Roofing Technology Associates, Ltd.
38031 Schoolcraft Rd.
Livonia, MI 48150**

SECTION 00100
Advertisement For Bid Proposals

1. Southfield Public Schools (the “Owner”) requests Bid Proposals for the construction of this Bid Package. Bid Proposals will be received:

By delivery or mail by **2:00 p.m.** local time on **January 15, 2019** (the “Due Date”). The Owner is not liable for any delivery or postal delays. Bid Proposals received after the Due Date will not be opened, accepted or considered.

2. To the attention of:

Southfield Public Schools
Attention: Martha Ritchie – Purchasing Director
24661 Lahser Road, Southfield, MI 48033
Southfield, MI 48033

3. Proposals must be sealed with Bidder's name on the outside of the envelope and designated as follows:

Sealed Proposal
Southfield Public Schools
Thompson/Vandenberg Roof Replacements
Contractor Name, Address, Phone Number, email address

4. Proposals shall be based on the requirements set forth in the Bidding Documents:

Thompson Middle School & Vandenberg Elementary Roof Replacements

5. Accepted Bidders will be required, as a condition precedent to award of Contract, to furnish, satisfactory Performance Bond and Payment Bond and Certificates of Insurance as required in the Project Manual
6. Unless otherwise specifically set forth, this Project is subject to state sales and/or use taxes and Bidder is required to include such taxes in its Bid Proposal.
7. Barton Malow Company has been contracted by the Owner in the capacity of CM for the Project, and shall act as representative of the Owner to the extent required/allowed under its Owner contract. Hereafter Barton Malow Company shall be referred to as the “CM”.
8. Bid Proposals returned on or before the Due Date will be publicly opened and read aloud at a public meeting held at 24661 Lahser Road, Southfield, MI 48033 on January 15, at 2:00 p.m. by Southfield Public Schools, no immediate decision will be rendered. All Bid Proposals received on or before the Due Date will be evaluated by the CM, Owner and Architect, with recommended awards, if any, subsequently made by Southfield Public Schools’ Board of Education. ***The Owner shall not open, consider, or accept a Bid Proposal that is received after the date and time specified for Bid Proposal submission in this Advertisement For Bid Proposals.***
9. Bidding Documents will be available for examination and distribution on or after December 11, 2018. Examination and distribution will be made via digital transmission of the Bidding Documents by visiting www.southfieldk12.org, Click on “Departments/Purchasing/Request for Proposal”. All reproduction costs are by the bidders.
10. A pre-bid conference and site visit/tour will be held for all trades starting at Thompson Middle School 16300 Lincoln Dr, Southfield, MI 48076) then Vandenberg Elementary Roof Replacements (16100 Edwards Ave, Southfield, MI 48076) on **December 19, 2018 at 10:00 a.m.** Although attendance is not mandatory, all Bidders are advised to attend the pre-bid conference. Pre-bid conference minutes will be distributed to all attendees and invited Bidders. Information disclosed in the pre-bid conference minutes will be considered part of the Bidding and Contract Documents.

11. All requests for information (RFIs) and substitution requests are to be submitted by **Noon on January 7, 2019** to Martha Ritchie at martha.ritchie@southfieldk12.org. All RFI's and substitution requests received after that time cannot be guaranteed to be answered or approved before bid time and bids will need to be clarified.
12. Bid Proposals shall be on forms furnished in the Project Manual. Bidders will be required to submit with their Bid Proposals a Bid Security by a qualified surety authorized to do business in the state where the Project is located. Bidders shall not withdraw Bid Proposals for a period of ninety (90) Days after date for Due Date of Bid Proposals.
13. The successful Bidder(s) will be required to enter into an agreement with **Southfield Public Schools** on the Agreement Form identified in the Project Manual.
14. All Bid Proposals shall be accompanied by the sworn statement included in Section 00410 of the Project Manual, in accordance with MCL 380.1267, disclosing any familial relationship that exists between the owner(s) or any employee of the Bidder and any member of the School Board or the Superintendent of the School District. Bid Proposals that do not include this sworn and notarized disclosure statement shall not be accepted.
15. All Bid Proposals shall be accompanied by the Affidavit of Compliance – Iran Sanctions Act in accordance with the Michigan Public Act No. 517 of 2012. This form is included in Section 00410 of the Project Manual following the Bid Proposal Form.
16. Southfield Public Schools' Board of Education reserves the right to accept or reject any and all Bid Proposals, either in whole or in part, to waive any informalities or irregularities therein, or to award the contract to other than the low Bidder, in its sole and absolute discretion.

BARTON MALOW COMPANY

Larry Bukowski
Barton Malow Company

END OF SECTION 00100

SECTION 00200
INSTRUCTION TO BIDDERS

1. DEFINITIONS

- 1.1. Capitalized terms used in this Project Manual shall have the meanings set forth below. If a capitalized term is used herein but not defined in this Section, 00200, Part 1, it shall have the meaning set forth in the Contract Documents.
- 1.2. “**Addenda**” means the written and graphic instruments issued by the Architect and/or CM prior to the execution of the Agreement that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.3. “**Agreement**” means the document defined in the Project Manual, including all other documents incorporated by reference in the Agreement. This Agreement may also be referred to herein and in the other Bidding Documents and Contract Documents as the “Contract”.
- 1.4. “**An Alternate Bid**” (or “**Alternate**”) is an amount stated in the Bid Proposal to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.5. “**Architect**” means the person or entity listed in section 00030 of the Project Manual and may include professional engineers if so designated.
- 1.6. “**Base Bid**” is the sum stated in the Bid Proposal for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added to or deducted from for sums stated in Alternate Bids.
- 1.7. A “**Bidder**” is a person or legal entity that submits a Bid Proposal in conformance with the Bidding Documents. After award of the Agreement, the Bidder will be referred to as Contractor. All Contractors on this Project are considered prime/principal Contractors.
- 1.8. “**Bid Categories**” are units of Work performed by a Contractor and its Subordinate Parties which form part of the total Project. The term “Bid Category” should not be confused with the term “**Technical Section**”. Technical Sections of the Specification establish quality and performance criteria, and the Bid Categories designate work scope and assignment.
- 1.9. “**Bidding Documents**” means the Bidding Requirements, the Contract Documents, and the Reference Documents collectively.
- 1.10. A “**Bid Package**” means a series of Bid Categories that are released for bidding in the same set of Bidding Documents.
- 1.11. “**Bidding Requirements**” include the Advertisement For Bid Proposals, Instructions to Bidders, Information Available to Bidders, and Bid forms and supplements.
- 1.12. “**Bid Proposal**” is a complete and properly signed proposal to do the Work of an individual Bid Category(ies) for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.13. The “**Contract Documents**” consist of all contracting requirements set forth in the Project Manual, including, but not limited to, the Contract Forms (the Agreement, Performance/Payment Bonds, and Insurance Certificates), the Conditions of the Contract (General, Supplementary or Special), the General Requirements of the Project Manual, the Technical Specifications, Drawings, and all other documents incorporated into the Agreement by reference, all Addenda issued prior to and all modifications issued after execution of the Agreement.
- 1.14. “**Contractor**” means the Bidder to which the Owner issues a Contract for performance of the Work.
- 1.15. “**Day**” means calendar day, unless otherwise defined in the particular Contract Document.
- 1.16. “**Hazard Communications Program**” means Contractor’s own hazard communications program that will govern project safety for its Work. The Hazard Communications Program must be submitted to CM by each successful Bidder before commencing Work and be no less stringent than Section 00810 - On Site Safety and Loss Control Program .

- 1.17. **“Hazardous Materials”** means asbestos; asbestos containing material; lead (including lead-based paint); PCB; molds; any other chemical, material, or substance subject to regulation as a hazardous material, hazardous substance, toxic substance, or otherwise, under applicable federal, state, or local law; and any other chemical, material, or substance that may have adverse effects on human health or the environment.
- 1.18. **“Lowest Responsive, Responsible Bidder”** means a Bidder who’s Bid Proposal conforms in all material aspects to the terms, conditions, specifications and requirements of the solicitations and who has demonstrated the ability to properly perform the Work. **“MBE/WBE/SBE”** means Minority Owned Business Enterprise/Women Owned Business Enterprise/ Small Business Enterprise as these terms are defined in the applicable ordinances and laws governing the Project.
- 1.19. **“Project Safety Program”** means the Contractor’s site safety program that will govern project safety for its Work. The Project Safety Program must be submitted to CM by each successful Bidder before commencing Work and be no less stringent than Section 00810 - On Site Safety and Loss Control Program.
- 1.20. **“Reference Documents”** are drawings that do not form a part of the Contract Documents and are included in the Bidding Documents as a courtesy only. The Bidder is not entitled to rely upon the accuracy of the Resource Documents and they are not warranted to be correct or reliable by the Owner or CM. The Bidder is expected to have conducted its own investigation into the reliability or accuracy of any Reference Documents, and no adjustment to the Base Bid or Bid Proposal shall be made if such request arises or results from the Bidder’s failure to conduct such investigation.
- 1.21. **“Subordinate Parties”** means all of Contractor’s employees, workers, laborers, agents, consultants, suppliers or subcontractors, at any tier, who perform, assist with, or otherwise are involved in any of the Work.
- 1.22. A **“Unit Price”** is an amount stated in the Bid Proposal as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.
- 1.23. The **“Work”** includes all work and responsibilities performed or to be performed by Contractor under the Agreement.
2. PART 2 - BIDDERS REPRESENTATIONS
- 2.1. BIDDER BY MAKING ITS BID PROPOSALS REPRESENTS THAT:

The Contractor/Bidder will not allow Any person convicted of Criminal Sexual Conduct and listed on the State of Michigan Website for Sexual Offenders to be on the project site. NO EXCEPTIONS for any reason at any time during the Bidding Phase or during the Construction Phase if the Bidder is awarded the project.

- 2.1.1. Bidder has carefully read, reviewed and understands the Bidding Documents and its Bid Proposal is made in accordance therewith.
- 2.1.2. Bidder’s Bid Proposal is based upon the materials, systems, equipment, terms and conditions required by the Bidding Documents without exception.
- 2.1.3. Bidder certifies that it:
- 2.1.3.1. has examined the Project site;
 - 2.1.3.2. has carefully reviewed the Bidding Documents;
 - 2.1.3.3. has compared its examination of the Project site with the Bidding Documents and Contract Documents;
 - 2.1.3.4. is satisfied as to the condition of the Project site, any surface or subsurface obstruction, the actual levels, and all excavating, filling in, removal and demolition, measurements and quantities involved in the Work;
 - 2.1.3.5. is familiar with weather conditions of the Project area;
 - 2.1.3.6. has taken account of all of these factors in preparing and presenting its Bid Proposal.

- 2.1.4. Bidder further certifies that it
 - 2.1.4.1. has fully acquainted itself with the character and extent of the Owner's, Architect's, CM's and other Contractor 's operations in the area of the Work
 - 2.1.4.2. has taken account of coordination of operations of others in its construction plans set forth in its Bid Proposal.
- 2.1.5. No change orders will be issued to the Contractor for or on account of costs or expenses occasioned by its failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the Contractor, or on account of interferences by the Owner's, Architect's, CM's or other contractor's activities.
- 2.1.6. The Bidder, by submitting its Bid Proposal, represents that it has carefully reviewed the project schedule, along with the related requirements of the Project's Schedule and Phasing, and acknowledges that these are acceptable and have been taken into account in preparing its Bid Proposal.

3. BIDDING DOCUMENTS

3.1. COPIES

- 3.1.1. Bidders shall use complete sets of Bidding Documents in preparing Bid Proposals. Neither the Owner, CM nor the Architect shall be responsible for errors, omissions or misinterpretations resulting from the Bidder's use of partial sets of Bidding Documents.
- 3.1.2. Copies of the Bidding Documents are being made available for the purpose of obtaining Bid Proposals for the Work only. Bidders shall not use the Bidding Documents for any other purpose. Neither the Owner, CM nor the Architect warrants the completeness and/or adequacy of the Bidding Documents.

3.2. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1. Bidder shall promptly notify Southfield Public Schools of all ambiguities, inconsistencies, or errors that it may discover upon examination of the Bidding Documents or upon examination of the Project site and local conditions. Bidders requesting clarification or interpretation of the Bidding Documents shall make a written request, which shall reach CM at least seven days prior to the Due Date of Bid Proposals. Direct all questions to:

Martha Ritchie
Questions – Email only: martha.ritchie@southfieldk12.org
- 3.2.2. Any interpretation, correction, or change of the Bidding Documents will be made by Addendum and/or Bid Clarification. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

3.3. ADDENDA and/or BID CLARIFICATIONS

- 3.3.1. Addenda and/or Bid Clarifications will be distributed to all who are known by CM to have received a complete set of Bidding Documents. Copies of Addenda and/or Bid Clarifications will be made available for inspection wherever Bidding Documents are on file for that purpose and posted on the district website www.southfieldk12.org.
- 3.3.2. No Addenda or Bid Clarifications will be issued later than 3 days prior to the Due Date of Bids except an Addendum or Bid Clarification withdrawing or postponing the request for Bid Proposals.

3.4. ALTERNATES

- 3.4.1. Each Bidder must bid on all Alternates listed in the Bid Proposal that are applicable to its Bid Category. Alternates will be fully considered in awarding the Agreement.

- 3.4.2. The Owner shall be allowed a period of 90 Days after date of receipt of the Bid Proposals to exercise the right to accept or reject any or all Alternates submitted on the Bid Proposal.
- 3.4.3. Successful Bidders shall perform all Work required for complete execution of accepted Alternates, and the Bid Proposal shall include all overhead and profit for the Work required.

3.5. VOLUNTARY ALTERNATES

- 3.5.1. All Bid Proposals must be based upon the Bidding Documents. In addition to a Base Bid Proposal, the submission of Voluntary Alternates is acceptable and encouraged. If a Voluntary Alternate is submitted for consideration, it shall be expressed on the Bid Form as an add or deduct amount from the Base Bid. The Owner reserves the right to unilaterally accept or reject Voluntary Alternates and to determine if the Voluntary Alternates will be considered in the awarding of the Agreement.
- 3.5.2. The owner expects all supplies, materials equipment or products proposed by a Bidder to meet or exceed the Specifications set forth in the Bidding Documents. Further, it is the Owner's intent that the Bidding Documents permit competition. Accordingly, the use of any patent, proprietary name or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, material, equipment or products requested in the Bidding Documents are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. The Owner, in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by Bidder meet the Specifications contained in the Bidding Documents and possess equivalent and/or better qualities. It shall be the Bidders responsibility to notify the Owner in writing if any Specifications or suggested comparable equivalent products/brands require clarification by the Owner prior to the Due Date for Bid Proposals.

3.6. UNIT PRICES

- 3.6.1. Each Bidder must bid on all Unit Prices listed in the Bid Proposal that are applicable to its Bid Category. Unit Prices will be fully considered in awarding the Agreement and shall be honored through the extent of the Contract.
- 3.6.2. Successful Bidders shall perform all Work required for complete execution of accepted Unit Prices, and such Unit Prices shall include all overhead and profit for the Work required.

3.7. NO DISCRIMINATION

- 3.7.1. All Bidders shall ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, age, marital status, sexual orientation, or disability and in conformance with local, state and federal laws, regulations and ordinances.
- 3.7.2. In regard to any Agreement entered into pursuant to this Bid Package, minority and women owned business enterprises will be afforded full opportunity to submit Bid Proposals and will not be discriminated against on the grounds of race, color, religion, sex, national origin, age, marital status, sexual orientation, disability or any other status protected by applicable law.

4. BIDDING PROCEDURE

4.1. FORM AND STYLE OF BIDS

- 4.1.1. Bid Proposals shall be submitted in accordance with the Bid Proposal Form.

4.2. BID SECURITY

- 4.2.1. Bid Security in the form of a bid bond issued by a qualified surety, or in the form of a certified check or cashier's check made payable to the Owner in the amount of five percent (5%) of the Base Bid amount will be required at the time of submission of the Bid Proposal. Bid bonds shall be duly executed by the Bidder, as principal and by a surety that is properly licensed and authorized to do business in the state in which the Work is to be performed. All sureties

providing bonds for this Project must be listed in the latest version of the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", with the bond amount less than or equal to the underwriting limitation, and/or have an A.M. Best Rating of A- or better.

- 4.2.2. Bid bond shall pledge that the Bidder, with the understanding that if its Bid Proposal is accepted, will enter into the Agreement with the Southfield Public Schools for any of the Bid Category (ies) accepted from its Bid Proposal and will, if required, furnish performance and payment bonds covering the faithful performance of the Agreement and the payment of all obligations arising there under. The attorney-in-fact, who signs the surety bond must submit along with the bond, a certified and effectively dated copy of his/her power of attorney.
- 4.2.3. Bid bond form AIA Document A310 unmodified, is approved for use on this Project.
- 4.2.4. The Bid Security obligees shall be Southfield Public Schools and Barton Malow Company and the full amount of the Bid Security shall become their property in the event that the Bidder fails, within 15 days of notice of award or receipt of the Agreement form, to execute the Agreement, and deliver the performance and payment bonds and Certificate(s) of Insurance as described in the Project Manual, section 00610. In such case, the Bid Security shall be forfeited to the Southfield Public Schools as liquidated damages, not as a penalty.
- 4.2.5. The Owner will have the right to retain the Bid Security(ies) of Bidders to whom an award is being considered until either (a) the Agreement has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bid Proposals may be withdrawn, or (c) all Bid Proposals have been rejected.
- 4.2.6. Bid Security will be returned to the successful Bidders after the Agreement has been executed, and acceptance of required performance and payment bonds. The Bid Security of Bidders that are not under consideration for award of the Agreement will be returned to those Bidders.

4.3. SUBMISSION OF BIDS

- 4.3.1. All copies of the Bid Proposal, the Bid Security and any other documents required to be submitted with the Bid Proposal shall be enclosed in a sealed opaque envelope. The envelope shall be labeled as specified as noted in Section 00100.
- 4.3.2. Bid Proposals shall be deposited at the designated location prior to the Due Date for receipt of Bid Proposals indicated in the Advertisement For Bid Proposals, or any extension thereof made by Addendum or Bid Clarification. Bid Proposals received after the Due Date for receipt of Bids Proposals shall neither be considered nor accepted and may be returned unopened.

4.4. MODIFICATION OR WITHDRAWAL OF BID PROPOSAL

- 4.4.1. A Bid Proposal must be held firm may not be modified, withdrawn or canceled by the Bidder after the Due Date for the receipt of Bid Proposals, and each Bidder so agrees in submitting its Bid Proposals.
- 4.4.2. Prior to the Due Date for receipt of Bid Proposals, any Bid Proposal submitted may be modified or withdrawn by notice to the party receiving Bid Proposals at the place designated for their receipt. Such notice shall be in writing over the signature of the Bidder.
- 4.4.3. Withdrawn Bid Proposals may be resubmitted up to the Due Date for the receipt of Bid Proposals provided that they are then fully in conformance with these Instructions To Bidders.
- 4.4.4. Bid Security as stated above shall be in an amount for the Base Bid as modified or resubmitted.

5. CONSIDERATION OF BIDS

5.1. OPENING OF BIDS

- 5.1.1. Bid Proposals received on or before the Due Date will be opened publicly and read aloud by the Owner.

- 5.1.2. Bid Proposals shall remain firm and irrevocable for ninety (90) Days after the Due Date for receipt of Bid Proposals.
 - 5.2. REJECTION OF BIDS
 - 5.2.1. The Southfield Public Schools reserves the right to accept or reject any or all Bid Proposals in whole or in part in accordance with all applicable laws.
 - 5.3. ACCEPTANCE OF BID (AWARD)
 - 5.3.1. It is the intent of the Southfield Public Schools to award the Agreement to the Lowest Responsive and Responsible Bidder in accordance with the Bidding Documents. The Southfield Public Schools shall have the right to waive any informality or irregularity in any Bid Proposal received and to accept or reject any and all Bid Proposals, either in whole or in part, or to award the Contract to other than the low Bidder, in its sole and absolute discretion.
 - 5.3.2. The Southfield Public Schools shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid, Voluntary Alternates and Alternates accepted.
 - 5.4. To the extent that these Instructions To Bidders and applicable public bidding laws, rules, regulations or ordinances conflict with each other, the provisions of the applicable bidding laws, rules, regulations or ordinances shall govern.
6. POST BID INFORMATION
 - 6.1. POST BID INFORMATION
 - 6.1.1. After the Bid Proposals, tabulated, and evaluated, the apparent low Bidders when so requested by the Owner or CM shall meet with CM at a post-bid meeting for the purposes of determining completeness of scope and any contract overlaps or omissions. If requested, the Bidder shall submit additional information as requested by CM. The Bidder will provide the following information at the post-bid meeting:
 - 6.1.1.1. Designation of the Work to be performed by the Bidder with its own forces including manpower for the Contractor and that of its Subordinate Parties.
 - 6.1.1.2. Detailed cost breakdown of the Bidder's Bid Proposal including labor, equipment and material unit prices.
 - 6.1.1.3. A list of names of the Subordinate Parties proposed for the principal portions of the Work.
 - 6.1.1.4. The proprietary names and suppliers of principal items or systems of materials and equipment proposed for the Work.
 - 6.1.1.5. The names and backgrounds of the Bidder's key staff members including foremen and assistants. Bidder shall be requested to establish the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
 - 6.1.1.6. Commitment to construction schedules, identification of items requiring long lead deliveries and manpower information in accordance with Section 00230 of the Project Manual.
 - 6.1.2. Prior to award of the Agreement, CM will notify the Bidder if either the Owner, the Architect, or CM, after due investigation, has reasonable objection to any proposed Subordinate Party. If the Owner, Architect or CM has reasonable objection to any proposed Subordinate Party, the Bidder may, at its option: (1) withdraw its Bid Proposal; or (2) submit an acceptable substitute Subordinate Party with an adjustment in its Bid amount to cover the difference in cost occasioned by such substitution. The Southfield Public Schools may, at its discretion, accept the adjusted Bid amount or it may disqualify the Bidder. In the event of either withdrawal or disqualification under this Subparagraph, Bid Security will not be forfeited, notwithstanding the terms in the Instructions To Bidders.

- 6.1.3. Upon the Award of the Agreement, the Contractor shall submit to CM a complete list of all items, products, and layouts for which Shop Drawings, brochures, or samples are required; name of each Subordinate Party; and date of planned submission.
- 6.1.4. The Bidder will be required to establish to the satisfaction of CM, Owner and Architect, the reliability and responsibility of the Subordinate Parties proposed to furnish and perform the Work described in the Bidding Documents.

END OF SECTION 00200

SECTION 00210
DESCRIPTION OF THE WORK/SPECIAL PROVISIONS

1. GENERAL

1.1. RELATED DOCUMENTS

- 1.1.1. All Bidders shall review all of the Bidding Documents, all Bid Category Work descriptions and all Contract Documents, immediately advise CM of any adverse factors, conflicts or ambiguities that might affect the execution of Work of this Bid Package. Each Bidder is responsible to review all Bid Category descriptions and Contract Documents and coordinate the Work accordingly. Each Bidder shall incorporate into its Bid Proposal the cost of coordination of the Work with the requirements of all related Contract Documents, as shown, specified, or required.
- 1.1.2. Each Bidder shall thoroughly examine all of the Bidding Documents for the Work of all trades so as to familiarize itself both with the Work required under its Bid Category(ies) and with Work required under all other Bid Categories.
- 1.1.3. The Bidder shall perform all Work reasonably inferable from the Bidding Documents to produce the intended results. Bidders are required to visit and examine the Project site and may arrange the visit through CM.

1.2. PROJECT DESCRIPTION

- 1.2.1. The Project includes work at the Bussey Center in Southfield, MI. The scope of the overall Project generally consists of roofing replacement.

1.3. SUMMARY OF THE BID CATEGORIES/WORK SCOPES

The following is a listing of Bid Categories for this Bid Pack. All Work relative to the Bid Package is identified on plans and specifications as prepared by the Architect. Each Bid Category description identifies the scope of Work to be performed by the Bidder as designated by CM.

BID CATEGORIES

Bid Categories
07 5000 – Roofing

**Specific Bid Category/Work Scope descriptions are distributed online with Bidding Documents in Section 00220.

1.4. SPECIAL PROVISIONS

- 1.4.1. The following special provisions form a part of each Bid Category Work Scope and apply to each Contractor's Scope of Work found in Section 00220.
- 1.4.2. The Bid Category/Work Scopes should in no way be construed as being all inclusive. The Work Scope is issued as a guide to aid in the assignment of Work. If conflict regarding assignment of Work exists between the drawing notes and these descriptions, the Description of the Work and Bid Category/Work Scopes will take precedence. The Contractor shall carefully review and compare the Drawings and Specifications with the Work Scopes, and if a conflict exists, the Contractor shall immediately notify CM in writing. The Bid Category numbers and the specification section numbers are not, in all cases, identical.

- 1.4.3. Bidders are required to bid the entire Bid Category. Bids will only be accepted for individual Bid Categories. A Bidder may bid more than one Bid Category. Combined bids covering several Bid Categories will not be accepted, unless separate bid amounts are listed for each Bid Category making up the combined bid amount. Review the “Instructions To Bidders” in Section 00200 for specific Bid Proposal instructions.
- 1.4.4. Each Bidder shall review the schedule enclosed in the Bidding Documents, and be prepared to review at the post-bid meetings a schedule for the engineering, fabrication, delivery and installation of its Work. This information will be considered in the award recommendation.
- 1.4.5. All Contractors are to coordinate all Work with the work of other trades for proper function and sequence (see Section 01360). Contractor must furnish approved copies of Shop Drawings, mock-ups, and technical data to other Contractors designated by the CM for the purposes of coordination of this Work. Contractor must provide to all other trades all information (drawings, diagrams, templates, embedment’s) and other related Work necessary for the proper coordination of the Work of all trades. Each phase of the Work shall be coordinated, and the coordination plan approved by CM prior to proceeding. Contractor shall keep informed as to Work of all trades engaged in the Project, and shall execute Work in such a manner as not to delay or interfere with the progress of other trades involved. Contractor is required to schedule its Work so that no other party is delayed in execution of its work. Contractor is required to employ competent supervision on the Project throughout the entire period of construction to ensure proper coordination.
- 1.4.6. Contractor will furnish before any Work is started, evidence of ISO Certification or documented procedures for process control, including drawings, submittals, inspection/surveillance and training. In lieu of defined procedures, Contractor will follow CM’s documented procedures for process control.
- 1.4.7. When it is necessary to modify or tie into existing utility services, Contractor shall notify CM in writing a minimum of 48 hours prior to the planned disruption. All disruptions shall be scheduled with CM and shall be kept to a minimum time. Tie-ins and shutdowns of existing utilities may have to be performed during off hours. Contractors are to include any required premium time in the Base Bid.
- 1.4.8. If Owner will occupy the premises or a portion of the premises during the construction, Contractor shall cooperate with CM and Owner in all construction operations to minimize conflict, and to facilitate Owner occupancy.
- 1.4.9. The Contractor shall examine the existing site conditions and carefully compare them to the Drawings. All measurements must be verified from actual observation at the Project site. The Contractor is responsible for all Work fitting in place in approved, satisfactory and workmanlike manner in every particular. If the Contractor encounters unexpected existing site or building conditions, it shall cease operations immediately to minimize damage and shall immediately notify CM in writing. Contractor shall bear all costs, expenses or damages arising or resulting from its failure to comply with this paragraph.
- 1.4.10. Hoisting of material or equipment above occupied areas will NOT be permitted unless the existing structure has been properly verified by a licensed professional Engineer to be able to bear the load of the material or equipment being hoisted if accidentally released. It is the responsibility of the Contractor performing such hoisting to properly and adequately reinforce existing structure.
- 1.4.11. Space for electrical and mechanical lines is limited for the Project. Therefore, it is imperative that Contractor coordinate its Work with the Work of all other trades to ensure containment of electrical and mechanical lines in space provided. Priority of space will be decided in discretion of CM, with no additional compensation, where unresolved conflict exists. If Work is not properly coordinated, Contractor shall remove and relocate Work without additional compensation.

- 1.4.12. The Contractor shall maintain all project record documents for all concealed Work to mark actual construction. The Contractor shall turn over to CM all project record documents upon completion of Work by the Contractor, in a format to be determined by CM. The Contractor shall make all project record documents available to the Owner, CM and/or the Architect for inspection and review. The Contractor's failure to maintain such documents adequately shall entitle the Owner and/or CM to withhold payment until such documents are current and up to date.
- 1.4.13. The Contractor shall submit a daily report to CM on a daily basis on the form provided to Contractor by CM.
- 1.4.14. All Contractors shall attend all meetings as required by CM.

END OF SECTION 00210

**SECTION 00230
SCHEDULE AND PHASING**

1. GENERAL

1.1. MILESTONE SCHEDULE

- 1.1.1. The following are the Milestone Dates for the listed Work and will become a part of the Contract Documents. The master Construction Schedule will be developed after award of the Agreement with Contractor input.

MILESTONE ACTIVITY	SCHEDULED START	SCHEDULED COMPLETION
Pre-Bid Meeting	December 19, 2018	
Bid Due Date	January 15, 2019	
Post Bid Interviews	January 15, 2019	January 16, 2019
Construction	June 17, 2019	August 9, 2019
Punch List	August 12, 2019	August 23, 2019

- 1.1.2. It is expressly agreed that time is of the essence for the completion of Work under the Agreement and Contractor agrees to perform the Work within the allotted time and in the manner specified. Contractor shall be liable for any and all damages and expenses suffered by the Owner or CM arising or resulting from the failure of Contractor to perform the Work in accordance with the Construction Schedule.

1.2. CONSTRUCTION SCHEDULE DEVELOPMENT PROCESS

- 1.2.1. Contractor agrees to commence Work in the field within five (5) Days after being notified to do so by the CM. Contractor shall diligently perform and fully complete all Work to the satisfaction of CM and Owner.
- 1.2.2. Work shall begin at such points as CM may designate and shall be carried to completion with the utmost speed.
- 1.3.2. Contractor shall submit to CM within fifteen (15) Days of award of the Agreement all necessary scheduling information, in form and substance satisfactory to CM of all activities contained in the Contractor's scope of Work, including activity descriptions and durations in working days, for Shop Drawings, fabrication, delivery and installation of products, materials and equipment. This schedule shall identify precedent relationships between Contractor's activities and those of other contractors, the dollar value, necessary manpower loadings, and precedent activities for other contractors. The activities on the schedule must be at a level of detail approved by CM and should agree with the terminology and building sequencing established by CM. CM will compile all Contractors' schedules and develop a Project Master Construction Design and Schedule. Once the individual contractors schedules are agreed upon by CM, this Project Master Design and Construction Schedule will become the project plan for construction.
- 1.3.3. Special requirements and/or sequencing issues should be brought to the attention of CM. It is intended the milestones remain in effect and all Bidders agree to accept the milestone dates. CM reserves the right to revise the Project Master Design and Construction Schedule as deemed necessary.
- 1.3.4. CM shall periodically update the Project Master Design and Construction Schedule and display it at the Project site. Contractor shall familiarize itself with the Project Master Design and

Construction Schedule and how it will affect or modify its operations, including coordination with the activities of other contractors. Reasonable changes in sequencing, durations, and phasing are to be expected with each master schedule update. These changes will be made by Contractor at no additional cost.

- 1.3.5. If it is apparent Contractor is unable to perform its Work in the sequence indicated or the time allotted, Contractor must notify CM within five (5) Days after initial publication of the Project Master Design and Construction Schedule. Contractor's schedule of activities may be re-sequenced, and the schedule may be adjusted, provided all Work is completed within the stated Milestone Dates and provided CM and affected Contractors are notified of the change within five (5) calendar days of receipt of the schedule and the change does not otherwise negatively impact the other scheduled work; otherwise, the Project Master Design and Construction Schedule shall be deemed accepted by all parties and becomes a contractual requirement for each Contractor.
- 1.3.6. If Contractor delays progress for any reason other than those delays specifically excused under the Contract Documents, Contractor will take all necessary steps to expedite its Work to maintain Milestone Dates at no expense or additional cost to Owner or CM.
- 1.3.7. If Contractor is behind schedule and is so notified by CM, Contractor shall be required to accelerate the Work at its own expense. Contractor shall furnish to CM a short interval schedule of its Work showing location, number of men and crew required to get back on the agreed upon Project Master Design and Construction Schedule. If Contractor fails to maintain and meet the short interval schedule, Owner through CM reserves the right to take whatever steps it deems necessary in its sole discretion to recover the schedule at the Contractor's expense. The Contractor shall employ such means as overtime work, multiple work shifts, and additional equipment, all without additional compensation, and shall continue to do so until the progress of the Work, in the opinion of CM, is in conformance with the Master Project Design and Construction Schedule.
- 1.3.8. Contractor agrees that it shall have no claim against the Owner, Architect, or CM for an increase in the contract price nor for a payment or allowance of any kind for damage, loss, or expense arising or resulting from delays, regardless of whether the delay is the basis for an extension of time. This provision includes claims for damage, loss, or expense arising or resulting from interruptions to, or necessary suspension of, Contractor's Work to enable other contractors to perform their work.
- 1.3.9. Post Bid Meeting Schedule (see following page.)
- 1.3.10. Mandatory Kick-off meeting for awarded contractors will be held on **date TBD**

**SECTION 00400
BID PROPOSAL FORM
(Submit (3) three copies)**

DATE: _____

TO: Southfield Public Schools
24661 Lahser Rd.
Southfield, MI 48033

PROJECT: **Southfield Public Schools–
Thompson Middle School & Vandenberg Elementary Roof
Replacements**

ATTN Martha Ritchie
Purchasing Director

Construction Manager:
Barton Malow Company

Architect: Roofing Technologies
Associates, Ltd.

**Name of Bidding
Co.:** _____

Contact Name: _____

Email Address: _____

Business Address: _____

Phone Number: _____

**Bid Proposal for
Category(ies):** _____

Bidder, in compliance with the Advertisement for Bid Proposals for construction contemplated for **Southfield Public Schools Thompson Middle School & Vandenberg Elementary Roof Replacements**. Project having carefully examined the Bidding Documents and the site of the proposed Project and the conditions affecting the proposed Work in the Bid Category(ies) including the condition of the Project site, any surface or subsurface obstruction, the actual levels, all excavating, filling in, removal and demolition, measurements and quantities involved in the Work, the availability of labor, materials and equipment, and the weather conditions that may possibly be experienced in the Project vicinity, proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, and services as are necessary to perform all Work in the Bid Category(ies) stated in accordance with the Contract Documents for the Base Bid and Alternate amounts stated below.

If identified as one of the apparent Lowest Responsive, Responsible Bidder(s) for a Bid Category Bidder agrees to meet immediately with CM and shall submit post bid information as described in Section 00200 Instructions To Bidders.

Bidder, if awarded a contract, agrees to: (1) execute the Agreement within fifteen (15) days of receiving notice of the award; (2) provide performance/payment bonds and insurance certificates in full compliance with the Contract Documents, (3) submit the Project Safety Program as described in Section 00200 Instructions To Bidders; (4) commence Work upon execution of the Agreement or at such other time as directed in the notice of award, and (5) to complete its Work in accordance with the Contract Documents and within the Milestone Dates and durations set forth in the Bidding Documents and subsequent Project Master Design and Construction Schedule established by CM. In the

event Bidder defaults in complying with any portion of this paragraph, Bidder specifically agrees that the entire Bid Security amount shall become the property of the Owner as liquidated damages constituting the reasonable estimate of the damages that Owner would incur for delays and additional expenses in the event of such default, and not as a penalty.

BASE BID: Bidder agrees to perform all Work for Bid Category(ies) as described in the Contract Documents, for the Base Bid(s) stated below. The Base Bid(s) shall include the cost of Performance and Payment Bonds. For each Bid Category to be bid, include the Base Bid, written and in figures, the cost of the Performance Bond and Payment Bond which is included in the Base Bid, written and in figures, and the Bid Category and description.

(Show amounts in both words and figures. In case of discrepancy, amount shown in words will govern). Bidders must include a separate line on Bond amount for all Alternates.

	Base Bid	
	Written Amount	Bid Amount in Figures
Thompson Middle School (all areas)	_____	\$ _____
Vandenberg Elementary School (all areas excluding areas F,G1,G2,G3)	_____	_____

Alternate 1: Complete roof replacement by area. See attached color-coded map.

	Written Amount	Bid Amount in Figures
Thompson Area D, E, F, G, J, H, H1 (yellow):	\$ _____	\$ _____
Thompson Area A, I (green):	\$ _____	\$ _____
Thompson Area B, C, K (blue):	\$ _____	\$ _____
Vandenberg Area A (yellow):	\$ _____	\$ _____
Vandenberg Area B, D, E (green):	\$ _____	\$ _____
Vandenberg Area H (blue):	\$ _____	\$ _____

Voluntary Alternates

The following Alternate(s) to Base Bid(s) are not required to be offered by the respective Bidders. In the event the Alternate is accepted, Bidder agrees to perform all Work necessary to complete the Work as modified by the Alternate in full accordance with the Contract Documents, for the following add or deduct from the Base Bid as indicated: (Show amount(s) in both words and figures for Alternates. In case of discrepancy, amount shown in words will govern. Enter a dollar amount in each, even if the amount is \$0.00. Terminology such as "No Bid", "Not Applicable", "No Change", or "Does Not Apply", shall not be used. If the Alternate does not apply to the Bidder, enter \$0.00.) Include all applicable taxes.

	Description	Bid Amount In Figures (including cleanup and bond)
_____		\$ _____
_____		\$ _____
_____		\$ _____

UNIT PRICES (Mandatory): The following Unit Prices to Base Bid Categories are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. Bidder shall not include these unit costs in the Base Bid amount(s). Unit prices must be honored through substantial completion of Project. Include all applicable taxes.

	BID CATEGORY	DESCRIPTION OF UNIT PRICE	UNIT PRICE
			ADD
1	Roofing	Replace 1"x4" treated nailers (Per Lin. Ft.)	
	Roofing	Replace 1"x6" treated nailers (Per Lin Ft.)	
	Roofing	Replace 1"x8" treated nailers (Per Lin Ft.)	
	Roofing	Replace 2"x4" treated nailers (Per Lin Ft.)	
	Roofing	Replace 2"x6" treated nailers (Per Lin Ft.)	
	Roofing	Replace 2"x8" treated nailers (Per Lin Ft.)	
	Roofing	Replace 2"x10" treated nailers (Per LF)	
	Roofing	Replace 2"x12" treated nailers (Per LF)	
	Roofing	Replace 3/4" treated plywood (Per SF)	
2	Roofing	Repair steel deck per Unit Price 2 in Specifications (Per Sq. Ft.)	
3	Roofing	Replace steel deck per Unit Price 3 in Specifications (Per Sq. Ft.)	
4	Roofing	Replace tectum deck per Unit Price 3 in Specifications (Per Sq. Ft.)	
5	Roofing	Replace drain bowls per Unit Price 4 in Specifications (EA)	

HOURLY LABOR RATES (Mandatory): All contractors are required to provide their company's hourly labor rates as they apply to this project. The Agreement may be awarded based on this information. Failure to list the following hourly labor rates will result in an incomplete bid proposal form and may be disqualified by Southfield Public Schools.

	JOB TITLE	HOURLY RATE
_____		\$ _____
_____		\$ _____

_____ \$ _____
 _____ \$ _____

Bid Security in the form of a bid bond from a qualified surety (), certified check (), or cashier's check (), (check one) accompanies this proposal in the amount of five (5) percent of the Base Bid amount(s). Bidder agrees that this Bid Proposal shall be held firm and irrevocable for a period of sixty (60) Days after the Due Date for receipt of the Bid Proposals in Section 00100 of the Project Manual.

As of the date of submission of the Bid Proposal, Bidder's worker's compensation Experience Modification Rate (EMR) for the state in which the Work is to be performed is _____. Bidder has attached to the Bid Proposal form the OSHA Form 200 / 200S indicating recordable incidence rates for the last calendar year per 200,000 man-hours for the following categories:

- 1) Total Cases _____
- 2) Lost Workday Cases _____
- 3) Non-fatal Cases Without Lost Workdays _____
- 4) Employee Hours Worked Last Year _____
- 5) Fatalities in the last year (if yes describe below) _____

Has Bidder been cited by state or federal OSHA for any serious or willful violation? If yes, please describe:

The undersigned Bidder acknowledges and agrees that the Owner reserves, in its sole and absolute discretion, the right: (i) to accept or reject, in whole or in part, any and all Bid Proposals received in response to the Bidding and Contract Documents; (ii) to waive informalities and irregularities in the bidding process; and (iii) to award the Contract to other than the Bidder with the lowest financial bid. If awarded the Project, the Bidder agrees to enter into the form of Contract with the Owner, and to furnish the Project related services in strict accordance with the Bidding and Contract Documents and the Contract. By submitting a Proposal, the Bidder certifies that its Bid Proposal, as submitted, complies with all terms and conditions as set forth in the Bidding and Contract Documents, unless specifically enumerated as an exception as part of its Bid Proposal.

Bidder acknowledges receipt of the following Addenda (identify no. and date of each): _____

Bidder acknowledges receipt of the pre-bid conference minutes dated _____

If awarded a contract, Bidder's surety will be _____

Check

I have included a fully executed and notarized copy of the Familial Relationship Disclosure and the Iran Economic Sanctions Act forms set forth in Section 00410 and 00410a of this Project Manual with my Bid Proposal.

Bidder accepts the provisions of the Bidding and Contract Documents and certifies that this Bid Proposal is submitted in good faith and without collusion with any other person or entity submitting a Bid Proposal for the Work. "Bidder certifies that it meets all licensing requirements of the state in which Work is to be performed, its current license number and classification are as follows: _____" Bidder hereby affixes its authorized signature(s) representing (check one):

_____ An individual doing business as _____

_____ A partnership
_____ A limited liability company, organized in _____ (enter state)

_____ A corporation, organized in _____ (enter state)
_____ Joint venture formed between _____ and _____

_____ (Signature from authorized representatives of each partner are required)

_____ An Agent with a Current Power of Attorney must be attached to this Bid Form.

Signature(s): _____ Title: _____

_____ Title: _____

Legal Name of Firm: _____

Business Address: _____

Telephone Number: () _____

(All interlinear marks, alterations or erasures shall be initialed by the signer of the Bid Proposal)
END OF SECTION 00400

SECTION 00410

FAMILIAL RELATIONSHIP DISCLOSURE FORM

MUST SUBMIT WITH BID

Affidavit of Bidder -Familial Relationships Form

The undersigned, the owner or authorized officer of _____ (the "Bidder"), pursuant to the familial disclosure requirement provided in the Southfield Public School Schools (the "School District") Advertisement For Bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the Bidder(s) or any employee of the School District, and any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

BIDDER: _____

By: _____

Its: _____

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

_____.

, Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in the County of : _____

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