

PROJECT MANUAL

GRAND RAPIDS PUBLIC SCHOOLS

Harrison Park Boiler Replacement

12/17/2024

GRPS Facilities & Operations
900 Union Avenue NE
Grand Rapids, MI 49503

Telephone (616) 819-3010

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INSTRUCTIONS TO BIDDERS

PROJECT: Harrison Park Boiler Replacement Project

OWNER: Grand Rapids Public Schools

DESIGN PROFESSIONAL: Classic Engineering
100 Cesar E. Chavez Ave S.W.
Suite 400, Grand Rapids, Michigan 49503
(616) 742-2810
lwood@classicengineering.com

BID DATE: 1/15/2025

BID TIME: 10:00 am

LOCATION FOR RECEIVING BIDS: Grand Rapids Public Schools
Service Building
900 Union Avenue NE
Grand Rapids, MI 49503

SUMMARY OF WORK

Scope of Work: Phased work for the Replacement of 4 cast iron sectional boilers and revisions to piping system. Phase 1 to include the Replacement of a minimum of 2 boilers in place immediately. Then Phase 2 after completion of heating season, return and replace 2 additional boilers and revise piping system to eliminate secondary piping loop as indicated on plans.

OBTAINING BID DOCUMENTS

Bid Documents may be obtained after 1:00 p.m. on December 17, 2024 on the GRPS website at <https://www.grps.org/request-for-proposals>.

EXAMINATION

Plans may be examined at the Plan Room noted.

Builders Exchange
678 Front Avenue NW Suite 330
Grand Rapids, MI 49546
(616) 949-8650
e-mail: projects@grbx.com

PRE-BID CONFERENCE

A pre-bid conference will be held at:

ADDRESS: Harrison Park Elementary

DATE: 1/8/2024

TIME: 3:00 pm

Attendance at the pre-bid conference is MANDATORY NOT MANDATORY for those firms wishing to be considered for contract award.

CONTRACT DOCUMENTS

The Contract Documents, alone, detail the requirements of the project, and bids shall be based only on information presented there. Information obtained from others shall not affect the risks or obligations assumed the Constructor or relieve the Constructor from fulfilling any part of the contract.

SUBSTITUTIONS DURING THE BIDDING PERIOD

Unless otherwise noted, manufacturers and products not named in the specifications will be given consideration during the bidding period. Written approval from the Design Professional shall be obtained before a bidder uses substitute materials or manufacturers in its bid estimate. Bidders who base their bids on substitute materials or manufacturers without the Design Professional's written approval do so at their own risk.

Requests for substitutions during the bidding period must be received at least ten calendar days prior to bid date and may be emailed to the Design Professional at the email address noted above. The burden of showing the requested product is an adequate substitution for the specified product rests with the Bidder.

Substitution requests shall be reviewed by the Design Professional for quality and function, only. The Design Professional's approval of a substitution shall be communicated to all plan holders in an addendum. Bidders shall be responsible for any unforeseen costs that result from using an approved substitution.

TIME FOR COMPLETION

The Constructor shall be 100% complete with the work on or before 6/30/2025

Conditions precedent to establishing final completion include:

- A. Final inspection and approval by all relevant agencies.
- B. All punchlist items having been completed and accepted by Owner.
- C. Manufacturer inspection, approval, and warranties.
- D. Issuance of a Certificate of Occupancy, if necessary.

RESPONSIBILITY OF BIDDERS

Bidders shall study the bid documents and visit the site to satisfy themselves of all conditions before submitting a bid. It is incumbent upon bidders to reconcile any ambiguities, errors or omissions in the documents discovered during the bidding period.

It is the responsibility of each bidder to take those steps necessary to satisfy itself of the physical conditions under which the Work will be performed and the condition of the existing facilities, including those which may not be a part of the Work but could be affected by the performance of the Work, and (b) account for all general, local and prevailing conditions at or near the site that may in any manner affect the cost, schedule, progress or performance of the Work.

Questions about the bid documents, the intent of the design, or errors or omissions discovered in the documents shall be formally submitted to the Design Professional by email at the address given above not less than 10 calendar days prior to the date set for receipt of bids.

INSPECTION OF PREMISES

Most GRPS buildings are occupied Monday through Friday from 7:30 AM until 4:00 PM. Bidders may visit occupied buildings during those hours.

In order to maintain a safe and orderly environment, visitors shall proceed directly to the main office when entering a Grand Rapids Public School building. Identify yourself and state your business. When you have completed your business, please check out at the office.

Call Ronnie Sluiter at Facilities & Operations at (616) 819-3010, prior to visiting a secured site, to arrange for entry and to receive custodial assistance.

COST CONSIDERATIONS

Unless specifically noted otherwise, bids shall include the following costs:

1. Permits, fees, notices, etc. for any federal, state or local government agency having jurisdiction over the project.
2. Inspections by building authorities and other government agencies.
3. Maintaining an environment in compliance with all rules, statutes, regulations and codes covering an occupied school facility.
4. All equipment required to fully and safely complete the work. No equipment shall be furnished by or borrowed from Owner.
5. Unless otherwise noted, during Constructor's performance of the Work, Owner will continue to occupy the building. The Constructor shall provide labor, materials and equipment to construct, maintain and remove all temporary enclosures needed to comply with State of Michigan Fire Code and/or to prevent dust, noise, odors and debris in a construction area from entering the remainder of the building.

6. During the school day, construction operations shall be limited to those methods and procedures that do not adversely affect the environment of Owner's occupied space, including noise, odors, dust, lighting hazards and other undesirable effects and conditions.
7. Prevailing Wages DO, DO NOT apply to this Project.

BID SECURITY

Bid security shall be made payable to "Grand Rapids Public Schools" in the form of a certified or cashier's check or money order drawn upon a bank insured by an agency of the Federal government, or an executed Bid Bond on ConsensusDocs form 262, AIA form A310, or a substantially similar form in the amount of 5% of the bid. A bid bond shall be executed with a surety authorized to do business in the State. A certified or cashier's check or money order submitted as bid security shall be held by the Owner until a contract has been executed.

BIDDING PROCEDURES

1. Bids shall be submitted on the Bid Form included with this document. All blank spaces shall be printed in ink or typewritten. The Bid Form must be fully completed, signed and sealed. In the event of a discrepancy between the words and figures entered on the Bid Form, the written word shall take precedence over the numerical figures.
2. Three originals of the bid shall be submitted in a sealed, opaque envelope bearing the following information clearly marked on the outside:

Grand Rapids Public Schools
Attn: Mr. Marc Bennett, Director of Projects & Maintenance
900 Union Avenue NE
Grand Rapids, MI 49503

Sealed bid for: Harrison Park Boiler Replacements

The envelope shall also bear, on the outside, the name of the bidding firm, its address and telephone number.

3. Include bid security in the amount identified above.
4. Include a completed and signed Statement of Familial Relationship or the bid may be disqualified.
5. Include a completed and signed Iran Business Relationship Affidavit or the bid may be disqualified.
6. Include completed DTMB documents: Demographics, Statistics and Certification and Certification of a Michigan-based business. These forms are collected for statistical purposes and will not affect award of the contract.
7. Include a completed and signed Debarment and Suspension Certification.

8. Bids will be received until the time and date noted above at the location noted above, unless modified by Addendum, at which time all bids will be opened and read aloud.
9. Bids received after the date and time set for receipt of bids will not be considered or accepted.
10. Bids transmitted by fax, telephone, or electronic mail will not be accepted.

EVALUATION AND AWARD

1. The Owner may waive informalities or minor defects in a bid, may reject any and all bids, or may award to any bidder, regardless of bid amount, when the Owner deems it is in its best interest.
2. Any bid that is incomplete, obscure, or irregular may be rejected. Bids having erasures or corrections may be rejected. Bids that omit a price on any item in the Bid Form may be rejected. A bid for which unit prices are omitted or for which unit prices are, in the sole opinion of GRPS, unbalanced may be rejected. Any bid accompanied by insufficient or unacceptable bid surety may be rejected. A conditional or qualified bid may be rejected.
3. The Owner reserves the right to reject all bids if all bids exceed its budget for contract award.
4. In accordance with GRPS Policy 3670, a bid discount will be applied to bids from bidders who qualify as a local vendor. Non-local bidders can obtain a bid discount based on the percentage of the bid price that will be awarded to local subcontractors. Certification of the amount to be subcontracted will be required prior to award. GRPS Policy 3670 is attached to the Bid Form.
5. Upon approval of contract award by the GRPS Board of Education, the Owner will issue a Notice of Award to that bidder making Grand Rapids Public Schools the most advantageous offer. Payment and performance bonds will be required if the award amount is \$50,000 or more. Once Notice of Award has been issued, the prospective contractor shall obtain and submit payment and performance bonds, if necessary, insurance in accordance with the terms of the construction contract and any additional documentation requested by the Owner.
6. Upon receipt of acceptable payment and performance bonds, if necessary, an insurance certificate showing coverages and limits in accordance with the contract, and any additional documentation requested by the Owner, a contract will be forwarded for signature.

INSTRUCTIONS SUBSEQUENT TO AWARD

1. After executing a contract, the Owner will issue a Notice to Proceed identifying the agreed upon start date. No work shall be performed prior to the start date in the Notice to Proceed.

2. If requested, the Constructor will be furnished, free of charge, up to 3 copies of drawings and specifications, with Amendments current at time of award. Additional copies will be furnished, at cost, payable to the Owner.

BID FORM

Grand Rapids Public Schools
Harrison Park Boiler Replacement Project

DATE: _____ (Bidder to enter date)

SUBMITTED BY: (Bidder to enter name and address)

Bidder's Full Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-Mail: _____

OFFER

A. Having examined the place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Owner for the Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the lump sum price of:

Total Project Base Bid: _____

_____ dollars (\$_____), in lawful money of the

United States of America.

B. We have included bid security in the amount of 10% of the base bid as required by the Instructions to Bidders.

C. The cost of the 100% Payment and Performance Bonds included in the base bid is \$_____.

D. The base bid price includes all applicable taxes.

ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the date on which bids were opened.
- B. If this bid is accepted by the Owner within the time period stated above, we will:
 - 1. Furnish the required bonds and insurance certificates within ten days of receipt of Notice of Award.
 - 2. Execute the Agreement immediately upon receipt from the Owner.
 - 3. Commence work within ten days after written Notice to Proceed.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds and insurance certificates, the bid security shall be forfeited as damages to Grand Rapids Public Schools by reason of our failure, limited in amount to the lesser of the face value of the bid security or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the bid security shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

- A. If this Bid is accepted, we will complete all work on or before Completion Date. We understand that conditions precedent to achieving Final Completion include:
 - 1. Final inspection and approval by all relevant agencies.
 - 2. All punchlist items having been completed and accepted by Owner.
 - 3. Manufacturer inspection, approval, and warranties.
 - 4. Issuance of a Certificate of Occupancy, if necessary.

ADDENDA

- A. We acknowledge receipt of the following Addenda. These addenda have been evaluated and their effect on the cost of the Work has been incorporated into the base bid entered above.

Addendum # _____ Dated _____ Addendum # _____ Dated _____
Addendum # _____ Dated _____ Addendum # _____ Dated _____

BID FORM SUPPLEMENTS

- A. As requested by the Owner, the following additional information is included:
 - 1. Schedule of Unit Prices: Complete the Schedule of Unit Prices attached to the Bid Form.
- B. We agree to submit the following Supplements to Bid Forms within 48 hours after receipt of a Notice of Award:
 - 1. Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform.

ACKNOWLEDGEMENTS

The Bidder acknowledges:

- a. That this bid was developed without any collusion, undertaking, or agreement, either directly or indirectly, with any other bidder or bidders to maintain the prices of indicated Work or prevent any other bidder or bidders from bidding the Work.
- b. That this bid shall not be withdrawn for a period of 60 calendar days after the date on which bids were opened.
- c. That all work will be complete on or before the Final Completion date(s) identified in the bid documents.
- d. That the following documents, identified in Instructions to Bidders, have been completed and are attached to this Bid Form:
 - 1. Bid Security in the amount of 10% of the base bid
 - 2. DTMB Demographics, Statistics and Certification
 - 3. DTMB Certification of a Michigan-Based Business
 - 4. Sworn Statement of Familial Relationship
 - 5. Iran Business Relationship Affidavit
 - 6. Debarment and Suspension Certification

SCHEDULE OF UNIT PRICES

Provide unit prices for the following line items which will be used to price changes to the Work after award:

Item	Description	Unit Price	Unit

SIGNATURE(S)

The Corporate Seal of _____ was hereunto affixed
(Print the full name of your firm)

In the presence of:

Signature

(Seal)

Printed Name and Title

Date

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture as above.

AUTHORIZED CORPORATE OFFICER

Signature

Printed Name

Title

Date

GRPS Policy 3670 – Local Construction Contracting

The District provides a preference (bid discount) in construction contracts from local vendors, providing the quality and service are commensurate with the requirements set forth by the District as to satisfy the demands of the bid or proposal. Bids, or proposals when bids are not required, shall be accepted from non-local vendors in order to maintain a fair market price.

In determining the qualification for a Local Purchasing Preference for purposes of this policy, vendors must have obtained the Certification of a Michigan Based Business as determined by the Michigan Department of Technology, Management and Budget as well as meet one of the following criteria:

- a. For at least the last six months had its primary business operations located within the municipality boundaries of the City of Grand Rapids, Michigan (Grand Rapids).
- b. Be certified by the City of Grand Rapids, as a Micro-Local Business Enterprise and have its primary business operations within the municipality boundaries of the City of Grand Rapids.

A successful recipient of a contract and/or purchase order which has received a Local Purchasing Preference may be required to present proof of its status as a Michigan Based Business and documentation of its location within the City of Grand Rapids at any time upon request from an authorized District official. Failure to provide the requested information or failure to maintain business operations with the city of Grand Rapids for the duration of the contract will make the contract voidable at the District's discretion, and will result in disqualification from future consideration of a Local Purchasing Preference for a period of five years unless excused by the Superintendent or Designee.

Preference will be provided on the following basis:

- a. **Constructor Participation:** Grand Rapids Public Schools will provide up to a 5% bid discount to prime contractors and/or construction managers who satisfy the criteria set forth for consideration as a Local Vendor.
- b. **Subcontractor Participation:** Construction bids for non-local vendors may be discounted when a bidder on a Grand Rapids Public Schools' project voluntarily subcontracts with businesses meeting Local Vendor Criteria. Prime contractors and/or construction managers must submit affidavit(s) verifying Local Vendor subcontractor participation.

Prime contractors and/or construction managers must require Local Vendor certification documentation to be submitted by each subcontract bidder with their sealed bid. The District at its discretion can request additional documentation for verification of the qualification of any Local Vendor subcontractor participating in a construction project.

- c. The following is a schedule of discounted percentages based upon Local Vendor subcontractor participation achieved by the prime Constructor:

<u>LV Subcontractor Participation</u>	<u>Discount Percentage</u>
i. 1.00% – 2.5%	1.0%
ii. 2.51% – 5.0%	1.5%
iii. 5.01% – 7.5%	2.0%
iv. 7.51% – 10.0%	2.5%
v. 10.01% – 15.0%	3.0%
vi. 15.01% – 18.0%	4.0%
vii. 18.01% +	5.0%

- d. Prime contractors and/or construction managers may not terminate an approved Local Vendor subcontractor working on a Grand Rapids Public Schools construction project, and then perform the work on the terminated subcontract with its own forces or those of another subcontractor, without prior written consent by the Grand Rapids Public Schools Executive Director of Facilities Planning and Management. If a Local Vendor subcontractor fails to complete its work on the contract for any reason, a prime Constructor/construction manager must notify the Grand Rapids Public Schools

Executive Director of Facilities Planning and Management and make good faith efforts to find another approved Local Vendor subcontractor to substitute for the original Local Vendor subcontractor. Utilizing good faith efforts, and to the extent reasonable, the prime Constructor/construction manager shall substitute an approved Local Vendor subcontractor to perform the same amount of work under the contract as the Local Vendor subcontractor that was terminated.

- e. Joint Venture Bidding: As an incentive to contractors engaging in activities that stimulate the growth and development of local, small emerging businesses as partners bidding as a joint venture, Grand Rapids Public School will apply up to a 5% bid discount for partnering with a qualified Local Vendor.
- f. The Bid Discounts outlined above may not exceed 5% or \$25,000 per bid, whichever is lower. Project bids from prime contractors and/or construction managers are considered a single bid for purposes of the Bid Discount consideration.

Grand Rapids Public Schools, Board of Education Members and employees are prohibited from having any financial interest or personal beneficial interest either directly or indirectly, in the award of any construction contracts, sub-contracts, or the recommendation/selection of any professional design service or construction manager, unless previously disclosed in writing to the Superintendent and approved in writing by the Superintendent.

This policy shall not apply to the extent that it would conflict with any provision of Michigan or federal law, regulation or constitution. The local preference shall not be applied to purchases of goods and services made with federal funds.

Policy Adopted: March 19, 2012

LEGAL Ref: MCL 380.1267; 380.1274

POLICY Ref: 3660 Bids and Quotation Requirements

3690 Local Purchasing

1900 Contracts and Board Member Disclosure Obligations

GRPS Policy Rules 3670R – Local Construction Contracting Regulations

Qualification for Local Construction Contracting Preference

On an annual basis beginning with July 1st of each fiscal year, a vendor desiring to receive a bid discount for local construction contracting may submit appropriate documentation to the Executive Director of Facilities and Operations. Appropriate documentation shall include the following:

a. Proof of completed submittal of Certification of a Michigan Based Business as determined by the Michigan Department of Technology, Management, and Budget
and

b. Proof it has its primary business operations located within the municipality of the City of Grand Rapids, Michigan for the past six months (on company letterhead)

or

Proof it has been certified as a Micro-Local Business Enterprise by the City of Grand Rapids and has its primary business operations within the municipality boundaries of the City of Grand Rapids (on company letterhead)

A firm may submit the same documentation with its sealed bid or proposal in order to qualify for the bid discount.

Non-Local Vendors

A non-local vendor may qualify for a bid discount if it voluntarily subcontracts with businesses that meet the above documentation requirements. Proof of subcontractors meeting these requirements must be submitted with the sealed bid or proposal in order to qualify for the discount.

Local subcontractor participation will be based on the value of the local subcontracts as compared to the total bid or proposal

Joint Venture Bidding

Contractors that engage in joint venture bidding with a local, small emerging business partner will need to submit documentation of participation level with the sealed bid or proposal. The local bid discount will be based on the value of the local, small emerging business partner as compared to the total bid or proposal.

Eligibility/Verification

The District may request documentation at the conclusion of a project for which a bid discount was received verifying eligibility with local bid discount criteria. If it is determined that a vendor did not actually meet the terms of local preference, disqualification from future consideration of a local purchasing preference may occur for a period of five years unless excused by the Superintendent or Designee.

Dated: March 12, 2012

LEGAL REF: MCL 380.1267; 380.1274

3660- Bids and Quotation Requirements

3690- Local Purchasing

1900- Contracts and Board Member Disclosure Obligations



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
Facilities and Business Services Administration
Design & Construction Division
DEMOGRAPHICS, STATISTICS AND CERTIFICATION

- 1. Company Name:
2. Company Address:
3. Principal Place of Business:
4. Year of Establishment:

Woman-, Minority-, or Veteran-Owned Small Business Representation
(For Statistical Use Only)

DEFINITIONS:

“Woman-owned business” means a small business that is at least 51% owned by a woman or women who are US citizens and who control and operate the business.

The vendor represents that it [] IS [] IS NOT a woman-owned small business.

“Minority-owned business” means a small business that is at least 51% owned by a minority or minorities who are US citizens and who control and operate the business.

The vendor represents that it [] IS [] IS NOT a minority-owned small business.

- [] African-American [] Arab-American [] Asian-American [] Hispanic
[] American Indian [] Eskimo

“Qualified Disabled Veteran” means a business entity that is 51% or more owned by one or more veterans with a service-connected disability.

“Qualified Disabled” means a business entity that is 51% or more owned by one or more with a service-connected disability.

The vendor represents that it [] IS [] IS NOT qualified disabled.

“Veteran -owned business” means a small business that is at least 51% owned by a veteran or veterans who are U.S. citizens and who control and operate the business.

The vendor represents that it [] IS [] IS NOT a veteran-owned small business.

The Constructor represents and warrants that the company meets the above (when checked) and can provide supportive documentation upon request.

Authorized Agent Name (print or type)

Authorized Agent Signature



Certification of a Michigan-Based Business
(Information Required Prior to Contract Award
for Application of State Preference/Reciprocity Provisions)

DEFINITION: To qualify as a Michigan business, vendor must have, during the 12 months immediately preceding this bid deadline, or if the business is newly established, for the period the business has been in existence, it has (check all that apply):

Bidder shall also indicate one of the following:

- Bidder qualifies as a Michigan business (provide zip code): _____
- Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL ~208.1 – 208.145; or,
- Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or,
- Withheld Michigan income tax form compensation paid to the bidder’s owners and remitted the tax to the Department of Treasury; or

I certify that **I have personal knowledge** of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

Bidder does not qualify as a Michigan business (provide name of State):

Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code):

Authorized Agent Name (print or type) _____

Authorized Agent Signature _____

Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 §268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000 and subject to debarment under MCL 18.1264

SWORN STATEMENT OF FAMILIAL RELATIONSHIP

As required by Section 1267 of the Revised School Code – MCL 380.1267

STATE OF MICHIGAN COUNTY

OF _____

_____, being duly sworn, deposes and says:

That _____ (The "Bidder") has bid for an improvement to the following described project located in Kent County, Michigan, which is owned by the Grand Rapids Public Schools:

Project Name: _____

That the following is a statement of disclosure of any familial relationship that exists between the owner or any employee of the Bidder and any member of the Grand Rapids Public Schools Board of Education or Superintendent, as required pursuant to Section 1267 of the Revised School Code, as amended.

1. That there are no such familial relationships existing at this time.

OR

2. That a familial relationship exists between

_____,

an owner employee of the Bidder who is the _____ relationship

of _____, who is a member of the Board,

the Superintendent.

Deponent _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Acting in: _____

My commission expires: _____

IRAN BUSINESS RELATIONSHIP AFFIDAVIT

Effective April 1, 2013 all bids, proposals, and/or qualification statements received in the State of Michigan must comply with the "Iran Economic Sanctions Act". The following certification is to be signed and included at time of submittal.

Certification

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 the term is defined in the Act.

Signature

Title

Company

Date

DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and,
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial or award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: *Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this document on the signature portion thereof shall also constitute signature of this Certification.*

Signature

Title

Company

Date

REQUEST FOR INFORMATION

PROJECT: _____

COMPANY: _____

NAME: _____

PHONE: _____

E-MAIL: _____

DATE: _____

QUESTION:

(Type or print in box, or attach additional typed pages with this cover page.)

SEND TO:

Marc Bennett
Grand Rapids Public Schools
E-Mail: Bennettm@grps.org

SECTION 01000
GENERAL REQUIREMENTS

PART 1 – GENERAL

1.1 FIELD CONDITIONS AND DIMENSIONS

- A. Prior to doing any work, verify all dimensions, details, quantities, and conditions which may affect the work. No allowance for additional compensation will be considered for discrepancies between dimensions indicated on the drawings and actual field dimensions.

1.2 SUBSTITUTIONS AFTER CONTRACT AWARD

- A. The Owner will consider substitution requests only if the proposed substitute offers the Owner cost or schedule advantages. A request for a substitution shall include a proposal for adjustments to the contract price and/or time if the substitution is approved. The Constructor shall bear the burden of providing the Design Professional any technical, cost or schedule data needed to evaluate the proposed substitution.
- B. The Design Professional shall review the substitution proposal for quality and function, only. The Constructor shall be responsible for any unforeseen costs associated with using an approved substitution.

1.3 CONTRACT DOCUMENTS

- A. The Contract Documents, alone, detail the requirements of the project. Information obtained from an officer, agent, consultant or employee of the Owner or any other person shall not affect the risks or obligations assumed or relieve the Constructor from fulfilling any part of the contract.

1.4 ASBESTOS

- A. All material to be used in the work shall be certified by the manufacturer to be free of any amount of asbestos. No material will be permitted on the site without such certification.
- B. The Constructor should review the Owner's material management plan for their information regarding asbestos. The Constructor must provide an affidavit stating that no asbestos was used in the project. Any asbestos containing material installed under this Contract by the Constructor shall be removed and replaced with like asbestos-free materials, all at the cost of the Constructor.

1.5 LEAD PAINT

- A. Lead Paint: This renovation project may involve activities that disturb lead-based paint. It is the responsibility of the Constructor to determine if the building to be renovated is a **Child-Occupied Facility** as defined under the EPA regulation **Renovation, Repair, and Painting Final Rule (RRP Rule)**. All covered renovations to a **Child-Occupied Facility** must be performed by Certified Firms, using Certified Renovators and other trained workers.

1.6 PROGRESS MEETINGS

- A. The Owner may schedule progress meetings to be held on the jobsite whenever needed to supply information necessary to complete the work without interruptions.
- B. The Constructor shall be represented at each progress meeting by persons with full authority to act for the Constructor in regard to all portions of the work.

1.7 WORKMANSHIP

- A. Except when the Contract Documents note otherwise, the Constructor shall be fully responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contract with the Owner.

The Constructor shall provide an authorized representative at the site – at all times during working hours – to receive and execute orders by the Owner. All such orders given to the Constructor’s representative shall be deemed as given to and received by the Constructor.

- B. The Constructor shall maintain a copy of the Contract Documents at the project site at all times.

1.8 LAWS

- A. The Constructor shall comply with all applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project.

1.9 CODE AND REGULATION COMPLIANCE

- A. Comply with all applicable federal, state, and local codes and regulations relating to buildings, employment, the preservation of public health and safety, use of streets, and the performance of the work under this Contract. It shall be the responsibility of the Constructor to fully understand all such requirements and to ensure that the subject requirements are fully and faithfully enforced.
- B. Any work performed that the Constructor knew or should have known was contrary to existing laws, rules and regulations, and for which the Constructor failed to give notice of such fact to the Owner, shall be the responsibility of the Constructor to correct. The Constructor shall bear all costs arising therefrom and hold the Owner harmless for any such violation.

- C. Upon completion of the Work, the Constructor shall submit to the Owner a certificate of inspection by the governmental authority having jurisdiction, showing that all work subject to inspection has been properly inspected and approved to meet current code requirements.
- D. Covid-19 Safety Update. In light of the Coronavirus Disease 2019 (COVID-19), GRPS is requiring special health and safety measures for everyone. All contractors must meet Federal, State, CDC and OSHA guidelines as it relates to Covid-19. Specifically, a safety plan that is in Compliance with OSHA 3990-3 2020 must be in place prior to work in any GRPS facilities.

1.10 PROJECT SAFETY

SAFETY IS OF ABSOLUTE IMPORTANCE. The Constructor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs associated with the Work. Under no circumstances shall the Constructor's activities jeopardize the safety of a building's occupants, construction workers or the general public.

- A. All Work must be executed in accordance with applicable standards of the Construction Safety and Health Division of the State of Michigan Department of Licensing and Regulatory Affairs.
- B. The requirements indicated in this section are to be considered the minimum. Where the requirements of any of the listed authorities having jurisdiction conflict with the requirements of this section, the maximum condition shall prevail.
- C. The Constructor shall furnish, install and maintain as long as necessary and remove when no longer required, adequate barriers, warning signs and lights or other necessary or prudent safety measures at all dangerous locations during work operations for the protection of Constructor personnel, building occupants, and the general public. Provide and erect all such safety precautions in accordance with federal, state and local codes and other legal requirements.
- D. Whenever lifting materials or equipment over or near existing or occupied buildings, provide advance notice of such activities and arrange to have any potentially endangered spaces vacated.
- E. During work operations, provide temporary partitions, barriers, curtains, and guards as necessary to confine materials, dust and debris to the immediate work areas. Do not allow dust or debris to enter the building interior. Coordinate the location of temporary barriers or partitions with the Owner.
- F. Remove all temporary protection when work is completed and restore disturbed areas to their original condition.
- G. The Constructor shall hold the Owner harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the work under the Contract.

1.11 PROTECTION OF PROPERTY

- A. Coordinate all Work with the Owner so that adequate interior protection, as necessary, is provided and disruption to normal building operations is minimized. Repair all property damage caused by lack of such protection to the satisfaction of the Owner.
- B. Confine equipment, storage of materials, debris, and the operation and movements of workmen within the physical limits and time limits directed by the Owner. Such activities are to be governed by applicable local building codes and the traffic regulation and safety and fire regulation of local authorities.
- C. Document existing damage prior to the start of work to avoid responsibility for preexisting conditions. During work operations, provide protection for existing building, finishes, walks, drives, and landscaping in and adjacent to the work areas. Repair or replace building components or site property damaged during the work to match its condition before the damage. If the Constructor fails to repair or replace such damage, the Owner will have the work done by others and the costs of such work will be charged to the Constructor.
- D. Do not store materials, tools, or equipment on any existing roof area adjacent to the work site unless proper protection of the existing roof is provided and the materials are spread out and located at column locations.
- E. The Constructor shall hold the Owner harmless against all claims of damage or alleged damage to any such structure arising out of the work under this Contract.

1.12 FIRE SAFETY

- A. No open fire is permitted on the building site at any time (except for torches to apply modified roof membrane).
- B. Take all precautions to eliminate possible fire hazards at the site, including but not limited to the following:
 - 1. Remove all combustible debris from the roof and storage areas on a daily basis.
 - 2. Store highly flammable materials in well-ventilated areas; mixing and preparation of such materials is also restricted to such areas. Handle all such materials in accordance with safe practices and the requirements of authorities having jurisdiction.
 - 3. The Constructor shall not store large quantities of flammable materials at the site.

1.13 VANDALISM

- A. The cost for any damage by vandalism to material or equipment or that which occurs to items finished or installed under this contract, is to be borne by the Constructor. The Constructor is responsible for such vandalism from the date of the Notice to Proceed until Final Completion.

1.14 TEMPORARY UTILITIES AND FACILITIES

- A. Water and electricity may be available in the area where work will be performed. If so, the Constructor will not be charged for reasonable use of these services for construction operations. The Constructor shall pay costs for installation and removal of any temporary connections including necessary safety devices and controls.

1.15 MISCELLANEOUS FACILITIES AND CONTROLS

- A. New materials delivered to and stored outdoors on the jobsite shall be fully protected from weather by placement on raised platforms and shall have secure waterproof plastic coverings or tarpaulins. The waterproof plastic coverings or tarpaulins shall not extend all the way to the ground surface. They shall terminate a few inches above the ground surface. Factory-provided plastic wrap is not an acceptable waterproof covering.
- B. Contractors and their employees or suppliers will not use or interfere with existing public access, drives, roads or parking lots, except as specifically indicated by prior arrangement with the Owner.
- C. Constructor's employee parking, delivery trucks and other construction vehicle parking will only be allowed in areas designated by the Owner.
- D. The Constructor shall provide and regularly maintain portable sanitary facilities at the site. The contractors' employees shall not utilize the restrooms in the school buildings.

1.16 NO SMOKING POLICY

- A. The use of tobacco products on school property is a misdemeanor under MCL 750.473. No tobacco products will be allowed anywhere on school property at any time.

1.17 REMOVAL OF DEBRIS

- A. Remove all rubbish and debris from the site daily or more often if directed by the Owner. The premises shall be maintained as clean as practical, consistent with the neatness required for the Owner's normal operations.
- B. No storage of removed items or debris will be permitted on the site unless so directed by the Owner.
- C. The location of the trash containers is subject to the Owner's approval.
- D. During non-construction hours, cover and seal trash containers to prevent wind-blown debris and access into trash containers.

END OF SECTION

