# **NICE Community School District**

300 Westwood Drive Ishpeming, MI 49849

#### INVITATION TO BID

The NICE Community School District will receive sealed bids for the renovation of the large and small football practice fields at Westwood High School in accordance with the enclosed specifications. Bid documents, specifications, and drawing are included in this bid package.

Your proposal marked "BID PROPOSALS - PRACTICE FIELDS" may be delivered no later than 2:00 PM, on Tuesday, April 17, 2018 to:

NICE Community School District ATTN: Mike Wommer, Grounds Supervisor 300 Westwood Drive Ishpeming, MI 49849

Bids will be opened and read at that time.

The NICE Community School District reserves the right to reject any and/or all bids in whole or in part and to waive any informalities therein. If in the District's opinion, it is in their best interest, the contract may be awarded to other than the lowest bidder, for reasons of establishing uniformity, delivery time, etc.

Questions may be directed to Mike Wommer, Grounds Supervisor, at (906) 485-1510 or to Bryan DeAugustine, Superintendent, at (906) 485-1021.

#### **INSTRUCTIONS TO BIDDERS**

# **PREPARATION OF BIDS:**

- A. Bidders are expected to examine all instructions and specifications. Failure to do so and comply with requirements will be at the bidder's risk, and is cause for rejection of the bid.
- B. If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the specifications or other conditions within the invitation, a request for clarification must timely be submitted to the attention of Mike Wommer, Grounds Supervisor.
- C. Each bidder shall furnish all information required on the attached proposal form. Erasures or other changes must be initialed by the person signing the form. The Attachment Iran Economic Sanctions Act Vendor Certification Statement must be completed and submitted with your bid.

### SUBMISSION OF BIDS:

- A. All bids shall be submitted in sealed envelopes and shall include the following information on the face of the envelope: Bidder's name, address, and statement: "Bid Proposals-Practice Fields."

  Failure to do so may result in a premature opening of, or failure to open, such proposal.
- B. Bids must be received at the NICE Community School District on or before the following closing date and time: 2:00 PM on Tuesday, April 17, 2018. Any bids received after this time will be returned unopened if marked, or not considered if inadvertently opened.

#### **CONSIDERATION OR PROPOSALS:**

- A. Mike Wommer, Grounds Supervisor, shall represent the District in all matters pertaining to this proposal and contact in conjunction therewith. The District reserves the right to reject any or all proposals, and to disregard any informality in the bids and bidding.
- B. Proposals submitted on bid forms are understood to be according to specification data, unless deviations or exceptions are clearly stated with the same form.
- C. The District reserves the right, when it deems to be in the best interest of the District, to award the bid in part or in whole.

# **SITE INSPECTION:**

Bidders shall inspect the work sites and take such steps as may be reasonably necessary to ascertain the nature of the work and the general and local conditions, which can affect the work or cost thereof. Failure to do so will not relieve the bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work.

# **EXPERIENCE:**

Bidders shall be a reputable, recognized organization with at least five years successful experience on work of this type. The bid documents shall include a list of a minimum of three references where similar work was completed, so as to allow checking of the references to evaluate the quality and nature of the bidder's work. Such a list is to include names, addresses, and phone number of individuals who may be contacted.

#### **INSURANCE:**

Bidders shall furnish with their bid proposal, Public Liability and Property Damage Certificates of Insurance in sufficient amounts as determined by the District.

- A. Prior to the commencement of installation, Contractor shall obtain the following insurance, at its own expense, to be maintained until completion of the Work or its final acceptance.
  - 1. Comprehensive General Liability and Automobile Liability insurance covering personal injury or death in the amount of \$1,000,000 per person, \$1,000,000 per occurrence, and property damage of \$1,000,000 per occurrence, unless otherwise specified by Owner, and Workmen's Compensation and Employer's Liability insurance accordance with applicable law and to indemnify and hold Owner and (Company) harmless against damages, claims, losses, and expenses, including reasonable attorney's fees and court costs, resulting from injuries or damages, including death, to persons or property arising from Contractor's performance under contract.

 Certificates of insurance indicating the job site and evidencing all required coverage must be submitted to and approved by the District prior to the commencement of any of the work. Submit to:

> NICE Community School District Attn: Melissa Maki 300 Westwood Drive Ishpeming, MI 49849

3. All policies shall expressly require thirty (30) day written notice to the District, at the above address, of the cancellation or material alteration of such policy, and the Certificate of Insurance shall so provide.

# **ORDINANCES AND REGULATIONS:**

It is the responsibility of the Contractor to keep informed of and abide by all existing and future federal, state, county or local ordinances and regulations which in any manner affect the work to be performed, including but not limited to, the Occupational Safety and Health Act of 1970. The Contractor and all his/her subcontractors shall at all times observe and comply with all such laws and ordinances, and shall protect and indemnify the Owner and all their representatives against any claim, loss, or liability arising or resulting from violation of any such laws or ordinances.

#### **CONTRACT AWARD:**

The Contract shall be awarded when a Bidder has been issued a letter of intent from the District.

#### AMOUNT OF CONTRACT:

After a contract agreement has been executed, the Bidder shall not be allowed any sum above the price(s) specified in the contract agreement without the expressed written consent of the District.

# **BIDDER'S RESPONSIBILITY:**

It is the Bidder's responsibility to note any detail or specification that, in his/her opinion is not practical or functional. Please submit separate bids for each practice field indicated as "Large Field" and "Small Field".

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operations. Alternate suggestions may be offered if deviations from specifications are minor and if all deviations are properly outlined on an attached sheet. Failure to outline all deviations may be grounds for rejecting your bid.

#### **ADDITIONS AND DELETIONS:**

The District reserves the right to add or deduct from the original specification as necessary to meet budget and/or to adjust for site conditions.

#### **AFFIRMATIVE ACTION PROGRAM:**

The District is an Equal Opportunity Employer. Pursuant to the Executive Order 11246 as amended, you are advised that under the provisions of this order contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age, or sex.

# **OWNER NOT RESPONSIBLE:**

The District shall not be responsible for any cost or expense the Contractor incurs in implementing the requirements of this bid document.

#### **CLEANUP:**

Contractors shall remove from the work sites all his/her waste materials and rubbish resulting from his/her operations. If Contractor fails to clean up, the District may do so and the cost thereof shall be charged to the Contractor as a deduction in his/her contract price.

#### **SAFETY:**

Contractor shall take all reasonable precautions for the safety of his/her work, all items or materials to be installed which are in his/her custody, adjacent property, other workmen at the site, and the public.

# **QUALIFIED PERSONNEL:**

Contractor shall provide an adequate number of qualified, experienced personnel, in harmony with other workers at the site, capable of performing the required work within the time frames set forth in District schedule. All workmen and subcontractors performing work shall be skilled in their respective trades.

#### PROJECT COORDINATION:

Because school activities may be proceeding at the same time as the project covered by this specification, the Contractor shall coordinate the work with the Athletic Director and/or the Principal of the school to ensure that all work progresses in a manner which does not conflict with school activities.

#### **REPAIR OF DAMAGES:**

Contractor shall be responsible for any and all damages to existing roads, sidewalks and curbs, buildings, equipment or utilities, sustained as a result of work under this contract, caused by either his/her operations or in the delivery of materials and equipment for his/her use. The cost of repairing or replacing of such damaged facilities shall be borne by the responsible Contractor. The repair of replacement work shall be done in a manner as to leave the facilities in the same condition as before the damage occurred, to the complete satisfaction of the District. Should the Contractor fail to properly restore any damaged property, the District shall make all necessary repairs and deduct the cost thereof from the contract price.

#### **ASSIGNMENTS:**

The Contractor agrees not to assign or transfer this contract or any part thereof without the written consent of the District. Any unauthorized assignments may subject the Contractor to immediate termination.

#### **STARTING DATE AND TIMES:**

Contractor must be prepared to start work as soon as the snow melts and the practice fields are accessible.

#### **SCOPE OF THE WORK:**

#### Large Practice Field

# Estimated size 50 x 120 yards (expand to 70 x 120 yards with ridge excavation)

- Inspection of current irrigation system and removal and replacement of old broken irrigation
  valve boxes and any other broken or deteriorated irrigation parts such as sprinkler heads, valves,
  fittings, lines, etc.
- Turfplane field
- Field will need to be leveled by cutting into the ridge to expand the area and using that dirt as fill to level the field. Topsoil as needed.
- Four corners pinned for striping
- Sod (big roll) or Seeding with grow-in-fertilization program (provide cost for each)
- Labor

#### **Small Practice Field**

### Estimated size 60 x 30 yards

- Will require a full irrigation system installation
- Turfplane field
- Topsoil as needed
- · Four corners pinned for striping
- Sod (big roll) or Seeding with grow-in-fertilization program (provide cost for each)
- Labor

# Contractor must provide all labor, materials, and equipment necessary to complete this project. All equipment must meet OSHA and MIOSHA standards.

#### **PAYMENT:**

Contractor shall invoice the District for work when completed. Prior to acceptance, an inspection will be made by a District representative together with the Contractor to insure that all work has been completed according to specifications. Once District approval is given, Contractor shall issue invoice for work completed. The invoice will be paid within 30 days after receipt of invoice.

# NICE COMMUNITY SCHOOL DISTRICT

# **PROPOSAL FORM**

Name of Vendor/Contractor	
I/we propose to provide the required materials and labor indicated below. I/we understand that actual payment for accomplished, but in no case shall the amount of work expressed, written approval of the District.	r work done shall be calculated on actual work
Proposal #1 Large Practice Field with Sod	\$
Proposal #2 Small Practice Field with Sod	\$
Proposal #1 Large Practice Field with Seeding and grow-in-fertilization program	\$
Proposal #2 Small Practice Field with Seeding and grow-in-fertilization program	\$
CERTIFICATION: We hereby certify that the "Bid Properced your specifications in every respect.	posals-Practice Fields" provided will meet or
Authorized Representative's Name	
Signature	

REFERENCES: Please list three (3) companies or public agencies for which you have done similar work:
Organization:
Address:
Contact Person:
Telephone:
Organization:
Address:
Contact Person:
Telephone:
Organization:
Address:
Contact Person:
Telephone:
WE HAVE READ THE SPECIFICATIONS AND SCOPE OF THE WORK THOROUGHLY.
YES NO
ARE ALL EXCEPTIONS TO THE SPECIFICATIONS PROPERLY OUTLINED AND ATTACHED?
YES NO
The undersigned has read and understands the terms and conditions of this contract and agrees to enter into an agreement with the District in accordance with said documents
Company Name:
Address:
Signature:
Telephone/Fax:

# NICE COMMUNITY SCHOOL DISTRICT 300 WESTWOOD DRIVE ISHPEMING, MI 49849

# PUBLIC ACT 517 OF 2012 VENDOR CERTIFICATION STATEMENT

Pursuant to Michigan Law, the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq., before accepting any bid or proposal, or entering into any contract for goods or services with a prospective vendor, the vendor must certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Any bids that do not include this signed Vendor Certification Statement shall not be accepted.

**Owner Name & Address:** 

Signature

NICE Community School District 300 Westwood Drive Ishpeming, MI 49849

# 

Date

