

Old Beecher High School
Asbestos Abatement
Flint, Michigan

Resendes Design Group
Project No. 23357.3

INVITATION TO BID

February 9, 2024

BID DUE DATE: 12:00 noon EDT on Friday, February 23, 2024.

PROJECT:

Asbestos Abatement
Old Beecher High School
1020 West Coldwater Road
Flint, Michigan 48505

ARCHITECT:

Resendes Design Group
7451 Third Avenue
Detroit, Michigan 48202-2715
Phone: (313) 873-3280

You are invited to bid on an Asbestos Abatement Contract at the existing Old Beecher High School in Flint, Michigan.

The Owner will issue a "Notice to Proceed" to the successful bidder. The successful bidder may take possession of that portion of the site covered under this contract upon execution of the Agreement.

Beecher High School will receive bids until **12:00 noon EDT on Friday, February 23, 2024**, at the offices of Beecher Community School District, 1020 West Coldwater Road, Flint, Michigan, 48505. Bids received after this time will not be accepted.

Hazardous Materials have been identified in the Asbestos NESHAP report #23-829 prepared by BDS Environmental. These documents are included by reference as a part of these RFP Documents and are a part of the Work. Copies are available at the offices of the Owner's representative.

A mandatory pre-bid walk through, conducted by the Architect, will be held on **Friday, February 16, 2024 at 10:00 AM EDT** at the project site for dissemination of information and clarification of the Bid Documents. Attendance is mandatory for interested bidders. Arrangements for access to visit and view the site and existing building during normal business hours on other days must be made in advance by contacting the Architect by phone at number listed above. It will be assumed that all bidders have visited the site prior to submitting bids.

Please refer to the Beecher Community School District (beecherschools.org) for the RFP Instructions to Bidders and further details.

Direct questions concerning bidding documents to the Architect.

Bid Security will be required in the sum of 5% of the bid.

Bids submitted shall remain valid for a period of sixty (60) days after the bid date. The Owner and Architect reserve the right to waive irregularities, to reject any or all Bids in whole or in part, or to accept a Bid which, in their opinion, will serve the Owner's best interest.

Beecher Community School District is a governmental tax-exempt entity.

END OF SECTION

INVITATION TO BID

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Standard Instructions to Bidders

1. **Read, Review and Comply:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified within.
2. **Receipt & Opening of Bids:** Sealed bids will be accepted upon receipt in the Board of Education Office, Beecher Community Schools, 1020 W. Coldwater Road, Flint, MI 48505 until the time indicated on the attached Invitation to Bid for the goods or services listed in the specifications and will be publicly opened and read aloud.
3. **Iran Economic Sanctions Act Compliance Certification:** Compliance with the Iran Economic Sanctions Act (PA517 of 2012) is required. Each Bidder shall include a certification that they are not an "Iran Linked Business" as the term is defined in the Act. ***Failure to submit the required Iran Economic Sanctions Act Compliance Certification will result in disqualification of the Bidder without exception.*** (Iran Economic Sanctions Act Compliance Certification attached)
4. **Familial Disclosure Affidavit:** Each Bidder shall include with its Bid, a sworn and notarized statement disclosing any familial relationships that exist between the owner or any employee of the Bidder and any member of the Board of Education of the Superintendent of the School District. ***Failure to submit the required Familial Disclosure Affidavit will result in disqualification of the Bidder without exception.*** (Familial Disclosure Affidavit Attached)
5. **Form of Bid:** Bids shall be submitted in an easy to read form with any exceptions, deviations or modifications to the published requirements clearly noted and explained.
6. **Submission of Bids:**
 - A) Envelopes containing bids shall be sealed and clearly marked on the outside of the envelope with the name and address of the bidder, the title of the project, and the date and time of the scheduled bid opening.
 - B) Any bid received after the scheduled opening time will not be accepted.
 - C) Any bidder may withdraw their bid response by written request at any time prior to the scheduled bid opening.
 - D) Unless otherwise specified, no bid may be withdrawn, changed, or modified in any way for a period of ninety (90) calendar days from the date of the bid opening.
 - E) Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
 - F) Bids received prior to the time of bid opening will be securely kept unopened. No responsibility will attach to any officer or employee of the School District for the premature opening of a bid not properly addressed or identified.
 - G) If either a unit price or extended price is obviously in error, or the other is obviously correct, the incorrect price will be disregarded.
7. **Brand Names:** Wherever in the specifications or proposal form brand names, trade names, manufacturer, or catalog numbers are used, it is for establishing a grade or quality level only and the phrase "or equal" is deemed to follow unless a prequalified list or the term "only", "no exceptions", or similar phrase is included.

1020 W. Coldwater Road, Flint Michigan 48505

Phone: (810) 591-9200 • Fax: (810) 591-5722 • www.beecherschools.org

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8. **Taxes:** Beecher Community Schools is exempt from State and Federal taxes. *However*, property purchased by a contractor to be used in the construction, alteration, repair, or improvement of fixed property owned by the School District is taxable to the contractor. Therefore, the price bid for contracts other than construction contracts must be exclusive of taxes and will be so construed. Construction contracts will be construed to include all applicable taxes unless the contract specifies otherwise.
9. **Acceptance of Bids:** Beecher Community Schools will award to the lowest, responsive, responsible *vendor* that meets the functional requirements and needs expressed by the specifications. Receipt of a purchase order or properly executed contract covering the materials or services as described in the bid will indicate the award of bid and contract of purchase.
10. **Beecher Community School's Rights:** Beecher Community Schools reserves the right to accept or reject any or all bids, to waive irregularities or defects, to award on a split-order or lump-sum basis, and accept other than the low bid when deemed to be in the School District best interests. The School District reserves the right to increase or decrease quantities or modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this bid as so modified and subsequent thereto.
11. **Delivery:** Bids shall include all delivery charges with terms of Freight Prepay. Title shall not transfer to the School District until receipt.
12. **Laws:** The laws of the State of Michigan shall *govern* the rights, obligations, and remedies of the Parties under this bid and any agreement reached through this process.
13. **Disclosure:** All of the information included in your bid response is subject to the "Freedom of Information Act" and may be disclosed in its entirety after the formal, public bid opening has been completed.
14. **Independent Price Determination:** By submission of this proposal, the bidder certifies that the pricing structure offered has been arrived at independently without consultation, communication, or agreement of such prices for the purpose of restricting competition with any other bidder or competitor.
15. **References:** References may be requested as a part of the solicitation or after the opening of bids. When requested they are to be furnished as called for. Failure to will cause the bidder to be subject to rejection.
16. **Payment Discounts:** Cash discounts may be considered in determining the successful bidder. If a cash discount is offered and accepted it will be considered earned if paid within 30 days after receipt of the correct invoice or acceptance of goods, whichever is later.
17. **Indemnification:** The contractor agrees to hold and save the school system, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, with respect to any claim, action, cost or judgment for patent, copyright or trademark infringement arising out of the purchase or use of equipment or use of equipment, materials, supplies, or services *covered* by this contract.
18. **Certificate of Insurance:** Beecher Community Schools requires all contractors to procure and maintain for the duration of any work performed, commercial general liability with Beecher Community Schools listed as additional insured. The preferred limit for general liability is \$ 1,000,000. Also required is workers' compensation insurance with Beecher Community Schools listed as certificate holder. Beecher Community Schools, prior to the beginning of work for the district, must receive and accept your certificate of insurance.

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Attachment A – Familial Disclosure Form

AFFIDAVIT OF _____
(insert name of affiant)

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

_____ makes this Affidavit under oath and states as follows:
(insert name of affiant)

1. I am a/the:

- President
- Vice-President
- Chief Executive Officer
- Member
- Partner
- Owner
- Other (please specify) _____

of [insert name of contractor], a bidder for business services at Beecher Community School District.

2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and the employee(s) of the aforementioned contractor and the school district's superintendent and/or board members:

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3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for the business services.

4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

(signature of affiant)

Dated: _____

Subscribed and sworn before me in _____ County,
Michigan, on the ___ day of _____, 20__

_____(signature)

_____(printed)

Notary public, State of Michigan, County of _____

My Commission expires on _____

Acting in the County of _____

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Attachment B – Iran Economic Sanctions Act Certification

I am the _____ (title) _____ of _____ (bidder) _____, or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of business services to Beecher Community School District. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

(signature)

(printed)

(date)

REQUEST FOR PROPOSAL

ASBESTOS ABATEMENT

Project: Old Beecher High School – 2024 Renovations
1020 W. Coldwater Road
Flint, Michigan 48505

This asbestos abatement project consists of the removal of all identified asbestos-containing materials from the Old Beecher High School building as identified in the BDS Environmental Asbestos NESHAP Survey Report (Project #23-829).

General Notes and Requirements:

1. A State of Michigan certified Asbestos Supervisor/Contractor competent person must be on-site and supervise all phases of the abatement work.
2. Each asbestos work area shall be established as a **regulated area** by constructing critical barriers at all openings to the regulated area, covering the floor and all items in the work area with one layer of 4 mil or greater polyethylene sheeting, and posting asbestos warning signs at all entrances to the regulated area.
3. A full personnel decontamination unit will be constructed and directly attached to any regulated area where friable removal is occurring.
4. At a minimum, negative pressure half-face respirators and disposable clothing must be worn during all OSHA Class I & II asbestos disturbance activities.
5. The floors of each work area will either be HEPA vacuumed or wet mopped by the Contractor after the asbestos work in the regulated area has been completed and before the regulated area is dismantled.
6. All asbestos materials must be removed using wet methods. All water used for decontamination procedures must be filtered through a 5-micron filter prior to disposal into sewers.

7. The asbestos abatement operations will be considered complete when the visual inspection is passed, and the airborne fiber concentration is measured at less than 0.050 fibers per cubic centimeter of air.
8. The abatement contractor will be responsible for hiring a third-party air monitoring firm to perform final clearance air sampling and analysis in all negative pressure enclosures.
9. The contractor is responsible for any OSHA required asbestos and lead personal air monitoring.
10. Abatement contractor is responsible for boarding up all first-floor door and window openings after these components have been removed.
11. All asbestos waste dumpsters shall be 8-sided or if open-top dumpsters are used, then dumpster shall be securely covered, when not in use, with a tarp and bungee straps.
12. Most of the pipe insulation is present behind walls or above ceilings. The abatement contractor is responsible for any demolition to make the pipe insulation accessible. The abatement contractor shall return to the site at no additional cost and remove asbestos pipe insulation if previously inaccessible asbestos pipe insulation is uncovered during the renovation activities. The exception is if the pipe insulation is present sub-grade. A change order will be issued for the removal of asbestos pipe insulation that is present beneath the concrete slab.
13. The abatement contractor will provide the Owner's Representative with a **Certificate of Clearance** that will state that all asbestos-containing materials and asbestos debris have been removed from each work area of each building. It will also state that the work areas have passed a visual inspection and air clearance sampling. **The Certificate of Clearance** shall be signed by the abatement contractor's competent person.
14. The Abatement contractor shall be responsible for removing and properly disposing/recycling all fluorescent lamps and PCB ballasts from the building. These materials have not been quantified.
15. Bonding and Security. Each Proposal must be accompanied by a bid bond, certified check, or irrevocable letter of credit in an amount of five percent (5%) of the proposed contract sum as a guarantee of the Proposer's good faith. If a bid bond is posted by a Proposer, it shall be from a surety licensed to do business in the State of Michigan and the attorney-in-fact who executes the bid bond on behalf of the Proposer shall attach a certified, current copy of its power of attorney. In the event

a certified check is submitted, it shall be made payable to “Beecher Community School District,” and the School District will not be liable for any interest earned thereon. The security, in whatever form, shall be forfeited in its entirety as liquidated damages, and not as a penalty, if the Proposer withdraws its Proposal after the due date for submission of Proposals or, upon acceptance of its Proposal by the School District, Proposer fails to perform services or to execute the form of Contract, including the provision of insurance and bonds acceptable to the School District, within fifteen (15) days of an award of the Contract to Proposer. Good faith deposits shall be returned to all Proposers within a reasonable time after the award and execution of a Contract by the successful Proposer.

The scope of work for the **Old Beecher High School Building** shall consist of the removal and proper disposal of the following materials and approximate quantities:

| | |
|---|--------------------|
| 9" x 9" Floor Tile | 13,327 SF Pipe |
| Insulation (Mostly Inaccessible) | 750 LF* |
| Asbestos Debris | 5 Cubic Yards** |
| Fire Doors & Frames | 20 Doors/Frames |
| Brown Interior Door Frame Caulk | 23 Frames (391 LF) |
| Lab Table Tops | 376 SF |
| Fume Hood | 1 Unit |
| Exterior Door Frame Caulk | 10 Door Systems |
| 2' x 9' Window Unit | 82 Units |
| 3' x 3' Window Unit | 9 Units |
| Flashing Tar on Gymnasium Roof | 700 LF |
| Ceiling Plaster with Less Than One Percent Asbestos | 7,300 SF*** |
| All Fluorescent lamps & PCB Ballasts | Not Quantified |

* Since most of the pipe insulation is hidden behind walls and above ceiling and in areas that were inaccessible during the inspection the quantities of the pipe insulation are rough estimates.

**The asbestos debris is spread out in localized areas throughout the school and is primarily a result of scrapping of copper pipes. Some debris is also found on top of ceiling surfaces which is included in the above cubic yardage.

***The ceiling plaster in the north half of the first-floor hallway of classroom building and ceiling plaster in south side lower-level gym contains asbestos but at less than one percent. Remove in accordance with OSHA requirements for building materials that contain less than one percent asbestos such as keeping material wet and placing in leak-tight containers, etc.

Quantities are estimates only. Bidders are encouraged to visit the site to verify actual field conditions. Flooded basement areas are not included in this scope of work.

Updated as of February 9, 2024.

| | |
|---|--------------------------------------|
| Release of RFP | February 9, 2024 |
| Mandatory Walkthrough | February 16, 2024 at 10:00 AM |
| Deadline for Requests for Clarification and Addenda | February 21, 2024 at 3:00 pm |
| Proposals Due | February 23, 2024 at 12:00 pm (noon) |
| Opening of RFP's | February 26, 2024 at 12:30 pm |
| Optional Interviews | TBD |
| Award of Contract | March 6, 2024 at 6:00 pm |
| Commencement of Services | To Be Determined |