



Portage Public Schools – Renovations for Community Education Center

Addendum #2
January 9, 2019

Bid Clarifications

1. See attached, Revised Bid Form.

End of Addendum 2

SUBMIT IN TRIPLICATE

BID FORM – Revised, Addendum 2

BID TO: Portage Public Schools
8107 Mustang Dr.
Portage, MI 49002

BID FROM: _____

PROJECT: Portage Public Schools, Renovation for Community Education Center

Ladies and Gentlemen:

The undersigned, having familiarized themselves with the local conditions affecting the cost of the Work and having examined the site, and Bidding Documents prepared by C2AE/Stantec, 211 E. Water Street Suite 213L, Kalamazoo, MI 49007, hereby propose to furnish all labor, material, equipment, taxes and services required for the proper completion of each of the following categories for this Project, including all addenda issued thereto, for the sum of:

Bid Category No. ___ Title _____
_____ Dollars (\$ _____),
Said amount constituting the Base Bid.

TAXES: Bid sum includes all applicable taxes, including Michigan Sales Tax. Confirm that your company can pay Michigan Sales and Use Tax: Yes No

ALLOWANCES: Base bid includes applicable allowance cost(s) as set forth in Section 01020 of the General Requirements and as identified in the Instruction to Bidders Bid Category Descriptions.

COST OF BONDS: Bid sum includes cost of furnishing a Performance Bond and Labor and a Material Payment Bond, each in the amount of 100% of Base Bid.

ACKNOWLEDGEMENT OF ADDENDA

The following addenda have been received, are hereby acknowledged, and their execution is included in the above Base Bid:

Addendum No. ___ Dated _____ Addendum No. ___ Dated _____ Addendum No. ___ Dated _____

Addendum No. ___ Dated _____ Addendum No. ___ Dated _____ Addendum No. ___ Dated _____

VOLUNTARY ALTERNATES (Identify in detail on appropriate attachment any Voluntary Alternates shown here)

A _____

B _____

C _____

BID SECURITY

Accompanying this Bid, as required by the Instructions to Bidders, is a bid security in the form of (Certified Check/Cashier's Check/Bidder's Bond) in the amount of:

_____ Dollars (\$ _____), payable to the Owner, which it is agreed, shall be retained as liquidated damages, not as a penalty, by the Owner, if the undersigned fails to execute the Contract in conformity with the form of Contract incorporated in the Contract Documents and fails to furnish specified bonds within ten (10) days after date of issuance of Letter of Intent to the undersigned.

If awarded the Contract, the undersigned agrees to commence Work within ten (10) days after date of issuance of Notice of Pending Award, which shall be considered as the notice to proceed, and agrees to complete the Work in accordance with the Construction Progress Schedule.

CONSTRUCTION PROGRESS SCHEDULE

If awarded this Contract, the undersigned:

Endorses the Construction Progress Schedule: _____

Amends the Construction Progress Schedule as follows:

UNIT LABOR RATES

The undersigned further proposes and agrees that should the amount of work required be increased or decreased where unit prices have not been established, the following labor rates will be the basis for any change order proposal. Labor rates are to include all direct costs without mark-up as defined in Article 7.3 of the General Conditions. Prior to contract award, if requested by the Construction Manager, the successful bidder shall provide documentation substantiating the proposed labor rates.

Job Classification	Hourly Rate	Benefits	Employer's Liability	Payroll Taxes	Total

FEES FOR ADDITIONAL WORK

1. There will be a fee of 10% applied to the total cost of materials purchased and work completed by a contractor's own forces. This percentage represents both overhead and profit.
2. There will be a fee of 5% applied to the total cost of work completed by a subcontractor. This percentage represents both overhead and profit.

CREDIT FOR WORK DELETED

Should any work be deleted from Contract by order of the Owner, full cost savings realized thereby will be credited to Owner.

FAMILIAL DISCLOSURE

See Page 4 of this Bid Form for required statement.

AGREEMENT

The undersigned agree(s) to provide the post-bid information required within (10) days after notification of the Notice of Award and to execute an agreement for work covered by this Proposal on AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

In submitting this bid, it is understood that the Owner reserves the right to reject any or all bids. It is further agreed that this bid is binding for a period of sixty (60) days from the opening thereof.

Respectfully submitted,

Date _____, 2017

Firm Name _____

By _____

Signed _____

Title _____

Official Address _____

(If a corporation, affix seal)

Telephone No. (____) _____

Fax Number (____) _____

E-Mail Address _____

Familial Disclosure Statement
(Must be completed for bid to be considered)

In accordance with Section 1267 of the Revised School Code this bid must be accompanied by a sworn and notarized statement disclosing any familial relationship between the Owner or any employee of the Bidder and any member of the District's Board of Education or Superintendent of the District.

___ No, there is not a familial relationship between the Owner or any employee of the Bidder and any member of the District's Board of Education or Superintendent of the District.

___ Yes, there is a familial relationship between the Owner or an employee of the Bidder and a member of the District's Board of Education or Superintendent of the District. The person(s) and relationship are as follows:

Bidder	Board of Education or Superintendent
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subscribed and sworn this _____ day of _____, 2013.

In the County of _____ State of _____

By _____
Notary Public Signature

My commission expires on: _____ Seal or stamp:

Affidavit of Compliance – Iran Economics Sanctions Act

Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized office of the below-named contractor (the “Contractor”), pursuant to the compliance certification requirement provided in the Portage Public Schools (“the School District”) Request for Proposals For North Middle School (“the RFP”), hereby certifies, represents and warrants that the Contractor (including its officers, directors, employees) is not an “Iran linked business” within the meaning of the Iran Economics Sanctions Act, Michigan Public Act No.517 of 2012 (“the Act”), and that in the event Contractor will not become an “Iran linked business” at any time during the course of performing any services under this contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District’s Investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date determined that the person had submitted the false certification.

Contractor: _____

(Name of Contractor)

By: _____

Title: _____

Date: _____

State of: _____

County of: _____

This instrument was acknowledged before me on the _____ day of _____, 2017,

by, _____, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of: _____

LEGAL STATUS OF BIDDER

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.

The Vendor and/or Bidder certifies to the best of its knowledge and belief that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offences enumerated above in this certification; and Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; is not now or has been, within a three-year period preceding this date, been listed on the Excluded Parties List System website (EPLS).

Vendor/contractor will notify the Portage Public Schools Business Office immediately upon becoming suspended or debarred if there is any current or ongoing contract or agreement in place between the district and the vendor/contractor.

Firm Name: _____
Address: _____
Phone &
E-mail: _____

Name, title and signature of individual duly authorized to execute contracts:

Name: _____
Title: _____
Signature: _____

A Corporation organized and existing under the laws of the
State of _____