



Port Huron Schools

Advocate Innovate Educate

REQUEST FOR QUOTATION

SEE ATTACHED TERMS & CONDITIONS

DATE:
10/11/19

RFQ: #6082
PHHS GIRLS
SOFTBALL DIAMOND

QUOTE DUE DATE:
10/25/19, 12:00 p.m.

COMPANY NAME	PHONE
_____	_____
SIGNATURE	DATE
_____	_____

• **Scope of Work:**

1. Remove existing outfield fence approx. 447'
2. Replace fence, moving closer to softball diamond at the 220' mark, including two 12' gates, (one in left field, one in right field) and one 4' walk-through in center field.
3. Galvanized, 5' fence
4. The work will need to be done as soon as can be scheduled, before the first frost.
5. Additional questions, please contact Dave Koester at (810) 984-6565

Please mail or drop off quotes addressed to:

Port Huron Area School District
Finance Department
2720 Riverside Drive
Port Huron, MI 48060

Or send via email to:
cheine@phasd.us


Katherine Peternel, Executive Director of Business Services

TERMS & CONDITIONS FOR
PROVIDING CONTRACTED SERVICES
THE PORT HURON AREA SCHOOL DISTRICT

1. Quotations to be submitted and signed with contractor's name and by a responsible officer or employee. Obligations assumed by such signature are binding upon the contractor.

Quotations must be received by date specified on the face of this request. Late quotations cannot be accepted.

2. Prices for materials are to be F.O.B. job site delivered and/or installed and are to be firm for 60 days from due date. No charges for packing, drayage, or for any other purpose will be allowed over the price quoted hereon.
3. The Board of Education reserves the right to reject any or all quotations, to evaluate suggestions or exceptions and to accept the quotation best suited to the interest of the District.
4. As a condition of accepting this contract, the Subcontractor agrees not to discriminate against any individual with respect to hire, discharge, compensation, terms, conditions or privileges of employment, or segregation of facilities because of such individual's race, color, religion, sex, age, handicap or national origin.
5. Contractor will comply with Federal, State and Municipal laws, rules and regulations in the performance of the work and in the employment of persons, and shall obtain all necessary licenses and permits and pay all fees, taxes and other charges required thereby, and furnish, upon Owner's request, evidence of compliance with any law and the payment of any fee, tax or charge. Contractor will indemnify and hold harmless Owner against any and all claims, charges, liens, garnishments and levies arising out of Contractor's failure to comply as required by this paragraph.
6. Contractor shall keep the premises, Owner's funds, and the work to which this contract relates free and clear of all claims and mechanics liens, and will promptly pay for all labor (including social security contributions and fringe benefits), material and services used in connection with this contract. Contractor shall furnish Owner such certificate of payment, waivers of claims (including claims against any payment bond), waivers of mechanics liens, releases and sworn statements in form satisfactory to the Owner when submitting request for payment for work completed. The contractor further shall indemnify and hold harmless the Owner on account of the contractor and sub-contractors accessed against the Owner under authority of said Act and Public Laws of said state.
7. To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Owner and its agents, employees, officers and successors from and against any and all liabilities, claims, causes of action or lawsuits seeking damages on account of personal injury or death to any person, including employees of the contractor, or property damage, including claims for loss of use which arise out of performance of this contract by the contractor. The contractor's indemnity obligation shall include:
 - a. Indemnity even if the damages sought were caused in part by the negligence or fault of Owner or any of its employees, agents or officers,
 - b. Indemnity for all damages and judgment interest, all costs and fees, including attorney's fees, relating to or arising out of any claim, cause of action or lawsuit requiring indemnity by the contractor.
 - c. All expenses incurred in securing indemnity from the contractor if the contractor wrongfully refuses to fulfill any of the indemnity obligations assumed under this contract.

The contractor's obligation to indemnify shall not include any obligation to indemnify which is prohibited by Michigan MCLA 691.991 or other comparable state law. Owner, at its option, may select counsel to defend any claim, cause of action or lawsuit brought against it without impairing any obligation to indemnify imposed upon the contractor hereunder.

Contractor will keep in force during contract, policies of insurance covering Workers' Compensation and Employer's Liability, Automobile Liability and Commercial General Liability, with minimum limits as provided below or as modified by the Contract Documents, if any, or satisfactory to Owner with an insurance company in good standing licensed to operate in the State of Michigan. Contractor will advise its insurer of its obligations and will obtain a contractual coverage endorsement to its property damage and personal injury insurance sufficient to discharge its obligations therein set forth. Contractor will furnish, before any work is started, certificates from said insurance companies showing the limits and expiration dates.

STANDARD INSURANCE REQUIREMENTS are as follows:

A. Insurance Coverage

As a condition of performing work for us as a contractor, you must provide us with satisfactory evidence of your insurance coverage as follows:

1. Workers' compensation and employer's liability insurance covering your statutory obligations in the State.
2. Automobile liability insurance with the limit of \$500,000 per accident covering your owned, non-owned and hired automobiles.
3. Commercial general liability insurance written on an OCCURRENCE policy that includes coverage for your operations, personal injury, XCU (explosion, collapse and underground), independent contractors, contractual, and products-completed operations with limits of liability as follows:
 - a. If your policy is written on the 1986 ISO Simplified Form:

\$ 500,000 Occurrence	\$1,000,000 General Aggregate
\$1,000,000 Products-Completed Operations Aggregate	

If your policy's general aggregate is per job, then a \$500,000 limit of liability is acceptable for the general aggregate and the products-completed operations aggregate.

- b. If your policy is written on a form other than the 1986 ISO Simplified Form:
 - \$500,000 Occurrence (Bodily injury and property damage combined)
 - \$500,000 Aggregate (Applicable to products-completed operations only)
- c. Products-completed operations liability must be maintained for not less than one year after acceptance of completion of your work.

B. OTHER REQUIREMENTS:

- 1. Evidence of your insurance coverage, required herein, is to be provided to us on ACORD Certificate Form 26 or 25-S and must indicate:
 - a. That your Commercial Liability insurance policy includes coverage for items specified in A.3 above.
 - b. A Best's rating for each of your insurance carriers at B+ VII or better.
 - c. That the issuing insurance company will provide thirty (30) days written notice of cancellation to the certificate holder and the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" do not apply or have been removed.
 - d. That Owner is additional insured on the General Liability policy certificate.
 - e. Any deviations in coverage provided by the Standard 1986 ISO General Liability policy form, and
 - f. Any deductibles over \$2,500 applicable to any coverage.
 - 2. General liability and auto liability limits may be attained by individual policies or by a combination of underlying policies with umbrella and/or excess liability policies.
 - 3. The contractor waives subrogation rights against the Owner for property damage to property covered by valid and collectible property insurance, and will include this same requirement in contracts with its subcontractors and suppliers. If the policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.
 - 4. Contractor will provide contractor's equipment floater coverage and agrees it and its insurance carriers will waive subrogation against Owner for claims paid by such insurance.
- C. You may prevent unnecessary follow up resulting from incomplete insurance certificates by sending or faxing a copy of these insurance requirements to your agent when you request an insurance certificate.
- 8. The latest Michigan State Laws and Regulations regarding sales and use tax shall apply and the cost of same shall be included in the proposals.
 - 9. The contractor shall notify the Owner of the names and addresses of all sub-contractors to be employed on the project. Contractor agrees that Owner has the right to approve or disapprove subcontractors performing work for the successful contractor on Owner's property.
 - 10. Contractor is fully responsible for safety, and agrees to cooperate with Owner on any overall project safety program, to submit its own trade related safety program and rules, to take all reasonable precautions for the safety of employees on the project, to actively assist in the prevention of accident injury to persons or property in, about or adjacent to the premises where work is being performed, and to comply with all Federal, State and Local safety laws and ordinances applicable to the work.

Contractor shall comply with all requirements of any State or Federal Right-To-Know Law, especially: (1) contractor shall provide Owner with a copy of all Material Safety Data Sheets (MSDS) for each hazardous chemical, and have a copy of same available for employees; (2) shall provide required training of its employees; (3) submit a copy of its written Hazard Communication Program to Owner, and (4) properly label all containers of hazardous chemicals that are brought on the job site or used in the performance of this contract. Failure to comply with the foregoing requirements will be considered a material breach of contract.

The contractor is responsible for reviewing the Material Safety Data Sheets (MSDS) at the project building location to insure that any employees assigned to perform work at said site are aware of the location(s) of hazardous material(s) and the appropriate MSDS.

For all projects involving possible personnel exposure to asbestos-containing materials (ACM), all persons employed by the contractor to work on said project(s) must have received appropriate training in accordance with OSHA and MDPH regulations. The contractor will insure that said employees will have reviewed the Owner's asbestos management plan to insure that ACM are

not disturbed during work activities. If ACM must be disturbed during activities, the contractor must notify Operations Division at 984-6570 prior to the start of work.

All labor, materials and equipment consumed or supplied under this contract shall conform to provisions of the Williams-Steiger Occupations Safety and Health Act of 1970, as amended, and the General Safety Rules and Regulations for the Construction Industry, as amended. It shall be the responsibility of Contractor to furnish its employees a place of employment free from recognized hazards that are causing or likely to cause death or serious physical harm. Contractor shall be liable for damages as the result of the failure of its employees to follow the provisions as set forth above. Contractor will indemnify and hold harmless Owner against any and all fees or fines which may result from Contractor's failure to comply with the requirements set forth above.

11. Job site is to be inspected to insure an understanding of our needs. Contact the Operations Division at 984-6565 for access. Contractor shall be responsible for the layout and correctness of its work. If Contractor shall (a) fail to correct, replace and/or re-execute faulty or defective work and/or materials furnished under this contract, (b) fail to complete or diligently proceed with this contract within the time period herein provided, (c) fail to correct or repair any damage to work caused by it or by its failure to protect its work, or (d) be unable to proceed with the work because of any action by one or more employees of Contractor or by a person or labor organization purporting or attempting to represent any employee of Contractor, then Owner may consider a material breach has occurred, and, upon three (3) days notice to Contractor, shall have the right, but not the duty, to correct, replace and/or re-execute such faulty, defective or damaged work or to take over its contract with all materials, tools and appliances of Contractor on the premises, and to complete the contract, charging the cost, including, but not limited to, any and all legal fees and costs, to monitor the work thereof to Contractor. Under such circumstances, Owner shall also have the right to withhold any and all payments to Contractor until all such cost charges have been paid in full to Owner. Further, if Contractor shall fail to complete its work on time, resulting in loss or damage to Owner, whether or not damages are stated liquidated damages in the contract/documents, Owner shall be entitled to recover any damages caused by Contractor's breach. The remedies of Owner provided by law, by this paragraph and by the contract documents shall be cumulative.
12. Contractor will, at all times, keep the job clean and clear of all debris and rubbish resulting from its operations, and, upon completion of its work, will promptly remove all tools, equipment and excess material and any rubbish caused by its work and personnel. Contractor will protect all its materials and work from hazards and be full responsible for their condition until accepted by the Owner, and shall also be responsible for any damage caused by it to the work or property of others, including, but not limited to, the property of the Owner. Contractor will reimburse Owner for any expenses incurred to keep the job clean and clear of all debris and rubbish resulting from Contractor's failure to comply with this paragraph.
13. Contractor shall not use or permit any of their employees to use any equipment, hoists, staging, scaffolds, or any other material belonging to the Owner without prior written agreement.
14. Contractor shall not permit any of their employees to smoke while on the job site.
15. The contract includes the general conditions, specifications and drawings, all addenda hereto (hereinafter collectively referred to as the contract documents), or related documents covering the work to be performed under the contract between Owner and Contractor, as if herein set forth. It does not include Contractor's quotation. To the extent applicable and not inconsistent with the documents described in the preceding sentence, and/or with the provisions hereof, arbitration shall not be considered part of this contract. NOTWITHSTANDING anything to the contrary, Owner and Contractor expressly agree that Owner has the contractual right to withhold from payment to Contractor a percentage as retention until final acceptance, and that Contractor's rights to retention does not vest until time of final payment from Owner and is therefore not considered as due and owing until that time, and that the right to retention is expressly conditioned upon final payment being made by the Owner.
16. This Agreement constitutes the entire understanding of the parties and supersedes any prior proposal or agreement, and shall not be modified, amended or revoked except in writing executed by Owner. Should any portion of this contract be held invalid or unenforceable, the remainder of the contract shall be valid and enforceable to the fullest extent permitted by law. The failure of Owner to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the Contractor of any of the provisions hereof, shall in no way be construed to be a waiver, nor in any way to affect the validity of this Agreement or any part thereof or the right of Owner to thereafter enforce each and every provisions. Reference in this agreement to Contractor's quotation or bid does not imply acceptance of any terms and conditions in such quotation or bid. Any terms and conditions of such quotation or bid which are in addition to or inconsistent with the terms and conditions contained in this Agreement shall not be part of this Agreement.
17. An acknowledgment of acceptance which contains terms in addition to or inconsistent with the terms and conditions of this Agreement, or a rejection of any term of this Order, shall be deemed to be a counter-offer to Owner and shall not be binding upon Owner unless acceptance thereof is made in writing to the Contractor. However, performance by Contractor in the absence of written acceptance of such counter-offer by Owner shall be deemed to be performance in accordance with the terms of this Order.

18. Contractor will submit to Owner applications for payment in duplicate on or before the 25th of the month, or at such other times stipulated by Owner. Owner's obligation to pay the Contractor is expressly preconditioned on account of the Contractor's work, less any retainage held by the Owner. Release of payment for stored material shall be at the discretion of Owner. Documentation of such stored material may be required of Contractor, including, but not limited to, (a) Bill of Sale, (b) Insurance Certificate providing coverage of stored material. Owner shall have the right to inspect materials during business hours. However, no payment shall be taken as an admission by Owner of the amount of work done, its classification, quality, sufficiency or the sum due Contractor or as an acceptance or release of Contractor from responsibility under the terms of this contract. As to work performed, all funds owed to a subcontractor or material man shall be segregated and as such held in trust for the subcontractor, sub-subcontractor or material man, as the case may be. It is agreed between Owner and Contractor that any amounts which may be charged as backcharge to the Contractor will no longer be considered as monies owed to the Contractor.

When the work is judged ready for final cleaning and inspection, the Contractor will arrange to clean up his work and promptly put all work in condition for final inspection. The final inspection shall be made by an authorized representative of the Owner and the Contractor for the phase of work to be inspected.

In addition to specified guarantees required by the specifications for the work performed under this contract, the Contractor shall guarantee all the work against defects in materials and workmanship for a period of one (1) year. He shall repair any damage to other work caused by such defects at his own expense and without cost to the Owner.

Final payment to the Contractor shall not be made until all items on the final inspection list have been satisfactorily completed, all written guarantees, as required in the specifications, have been executed and verified certificates that all bids and claims have been satisfied are turned over to the Owner.