



**INVITATION TO BID
BID NO. 9858
ASBESTOS ABATEMENT
TROY SCHOOL DISTRICT**

The Troy School District will receive firm, sealed bids for all labor, material, equipment and all other services to complete Bid No. 9858 Asbestos Abatement at Athens and International Academy East High Schools, Wass Elementary School and Boulan Park and Larson Middle Schools, for Troy Schools.

Specifications and proposal forms can be obtained online at <http://www.troy.k12.mi.us>. From the main page click the "Business Services" tab listed under "Departments", then click "Purchasing" and scroll down to locate and access the bid document.

Your proposal and two copies marked **"Bid No. 9858 Asbestos Abatement"** must be delivered no later than 2:00 p.m., Wednesday, April 25, 2018, Troy School District Maintenance/Operations and Purchasing Offices, 1140 Rankin, Troy, MI 48083, at which time all bids will be publicly opened and read aloud immediately thereafter. Bid proposals received after this time will not be considered or accepted.

A mandatory pre-bid walk through has been scheduled for 10:00 a.m., Tuesday, April 17, 2018, International Academy East High School, 1291 Torpey Drive, Troy MI 48083. Interested parties should meet outside the main office.

All bidders must provide familial disclosure in compliance with MCL 380.1267 and attach this information to the bid proposal. The bid proposal will be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Troy School Board or the Troy School Districts Superintendent. Also, a sworn and notarized Affidavit of compliance for the Iran Economic Sanctions Act certifying the vendor does and will comply with Public Act 517 of 2012 shall accompany all proposals. Both forms will be enclosed in the specification's booklet that shall be used for this purpose. The District will not accept a bid proposal that does not include these sworn and notarized disclosure statement.

In accordance with Michigan Compiled Laws Section 129.201, successful bidders whose proposals are \$50,000 or more, for any bid category, will be required to furnish a U.S. Treasury Listed Company Performance and Payment Bond in the amount of 100% of their bid. The cost of the Bond shall be identified within each proposal.

The Troy Board of Education reserves the right to accept or reject any or all bids, either in whole or in part; to award contract to other than the low bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of the owner.

Purchasing Department
Troy School District
1140 Rankin
Troy, MI 48083

INSTRUCTIONS TO BIDDERS

PROPOSAL/INTENT

1. The Troy School District will receive firm, sealed bids for all labor, material, equipment and all other services to complete Asbestos Abatement, in accordance with the attached specifications.
2. Proposals will be submitted only on the forms provided, will be enclosed in a sealed envelope marked with the name of the bidder, the title of the work and must be delivered to Troy School District Maintenance/Operations and Purchasing Offices, 1140 Rankin, Troy, MI 48083, no later than 2:00 p.m., Wednesday, April 25, 2018 at which time all bids will be publicly opened and read aloud immediately thereafter. Bid proposals received after this time will not be considered or accepted. Oral, telephone, fax or electronic mail bids are invalid and will not receive consideration. Submit one original and two copies.
3. A mandatory pre-bid walk through has been scheduled for 10:00 a.m., Tuesday, April 17, 2018, International Academy East High School, 1291 Torpey Drive, Troy MI 48083.
4. Proposals will be made in conformity with all the conditions set forth in the specifications. All items of furniture and equipment must conform to the specifications.
5. Any questions regarding bid specifications must be received no later than noon, Thursday, April 19, 2018. Questions must be submitted in writing to the attention of Lisa Whitton, Nova Environmental at lwhitton@nova-env.com.
6. Bidder shall be reputable and a recognized organization, with at least five (5) years successful experience on work of this type and scope, of equal or better quality than this project.
7. References in the specifications to any article, product, material, fixture, form or type of construction, etc., by proprietary name, manufacturer, make or catalog number will be interpreted as establishing a standard quality of design and will not be construed as limiting proposals.
8. Bid bond or certified check, for an amount not less than five (5%) percent of the amount of the bid, must accompany each bid. Failure to submit proper bid security shall constitute rejection of bid.
9. A performance bond shall be required for the project if the cost is in excess of \$50,000 and must be listed separately on the proposal form as an individual line item.
10. A completed Familial Disclosure and an Iran Economic Sanctions form must be included with each proposal submitted or the proposal will not be accepted, please note these forms must be notarized.
11. The Troy Board of Education reserves the right to accept or reject any or all proposals either in whole or in part; to waive any irregularities and/or informalities; and in general to make awards or cancel this proposal, if deemed to be in the best interests of the owner.

SCOPE

This bid includes Asbestos Abatement at Athens High School, 4333 John R, Troy, MI 48085, International Academy East High School, 1291 Torpey Drive, Troy MI 48083, Wass Elementary School, 2340 Willard Dr., Troy, MI 48085, Boulan Park Middle School, 3570 Northfield Parkway, Troy, MI 48084 and Larson Middle School, 2222 East Long Lake Road, Troy, MI 48085. Proposals will be on a line item lump sum basis, according to the schedule listed below and where specified only the qualified products listed will be considered in this proposal.

WARRANTY

All material and equipment will be guaranteed to be free from defects in both workmanship and materials for no less than one year from date of receipt/installation. If manufacturer warranty exceeds this minimum requirement, the manufacturer warranty will prevail. Any item(s) found to be defective will be replaced or repaired within seven working days at Vendor(s) expense.

WITHDRAWAL OF BIDS

Any bidder may withdraw their bid at any time prior to the scheduled time for receipt of bids. No proposal may be withdrawn until after 45 days after bid opening.

FIRM PRICING

Unit pricing will prevail when computing total quantity on bids. No price allowance or extra consideration on behalf of the bidder will subsequently be allowed by reason of error or oversight on the part of the bidder. The successful bidder(s) will hold bid prices firm for all purchase orders placed for a period of approximately one full year.

PERMITS, FEES AND REGULATIONS

The Contractor shall obtain and pay for all permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract, including disconnection charges, capping and unplugging utilities.

The Contractor shall be responsible for obtaining all permits and licenses necessary for the proper completion of project. Permits and licenses are available from the appropriate agencies having jurisdiction. The Contractor shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations bearing on the work.

At the completion of the project, the Contractor will provide to the District all paperwork related to the full execution of the permits(s), including all payments and inspections.

If any of the work of the Contractor is done contrary to such laws, ordinance rules and regulations without such notice, he shall bear all costs arising therefrom. The Contractor shall include all cost and taxes in its bid, and make proper provisions for payment of all other State and Federal applicable taxes, fees or other costs.

TAXES

Troy School District is not automatically exempt from State of Michigan Sales and Use Taxes. The District must pay these taxes when materials are to be incorporated into reality. Materials that are permanently attached, built-in, incorporated or otherwise made part of the structure all applicable taxes shall be paid by the Vendor. Troy School District shall not be responsible for any taxes that are imposed on the Vendor. Furthermore, the Vendor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Troy School District.

DELIVERY/INSTALLATION

Time of delivery is part of the consideration. It is understood that the bidder agrees to deliver prepaid to the schools, specified from the resulting contract, all items. All cost of delivery, drayage, freight, packing, unpacking, and setup are to be included in the prices bid.

The Contractor is responsible for removing from the project all waste materials and rubbish resulting from his operations and installation including all packing cartons and debris. Removal is to occur on a daily basis. Failure to do so will result in the Owner doing so and the cost thereof shall be charged to the Contractor as a deduction in his contract price.

The Contractor shall provide an adequate number of qualified, experienced installers, in harmony with other works at the site.

BID BOND

Bid Bond or certified check, for an amount not less than five (5%) percent of the amount of the bid, must accompany each bid. The check or bond of each unsuccessful bidder will be returned within ten (10) days after the bid is awarded. Failure of any accepted bidder to enter into a contract to complete the specified work may forfeiture of his bid security. Failure to submit proper bid security shall constitute rejection of bid.

PERFORMANCE BOND/PAYMENT BOND

Within fourteen (14) days after date of issuance of written notice of selection for the award of a contract, which shall be considered as the notice to proceed, the successful bidder shall enter into a contract with the Owner and shall execute and file with the Owner, the following in the amount 100% equal to full contract sum.

A performance bond shall be required for the project if the cost is in excess of \$50,000 and must be listed separately on the proposal form as an individual line item. The Performance Bond must insure the faithful performance of all provisions of the contract and satisfactory completion of the specified work, within the time agreed upon.

The payment bond must insure the payment and protection of claimants supplying labor or materials to the principal contractor or his subcontractors in the prosecution of the work provided for in the contract. The successful contractor's bond company must be listed by the State of Michigan as a licensed carrier and have an excellent or superior rating from AM Best Company.

PREVAILING WAGE

This is not prevailing wage project.

SAFETY

Under the "General Conditions of the Contract for Construction" of the contract to be awarded, the Contractor;

- a) shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures;
- b) shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the contract;
- c) shall take reasonable precautions for safety of all persons who may be affected, including employees of the Contractor and Subcontractor; and
- d) shall have an accident prevention representative at the site.

The general conditions of the contract for construction and the agreement also require that the Contractor indemnify the Owner in the event of certain claims arising out of the performance of the work.

INSURANCE REQUIREMENTS

The Contractor shall protect, defend and indemnify the Owner, its officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs of whatsoever kind and nature which may result in injury or death to any persons, and for any result in injury or death to any person, and for loss or damage to any property, including property owned or in the care, custody, or control of the Owner in connection with or in any way incident to or arising out of the occupancy, use, with this Agreement resulting in whole or in part from negligent acts or omissions of the Contractor, any Subcontractor, or any employee, agent or representative of the Contractor or any Subcontractor.

The Contractor shall maintain, at its expense, during the term of this contract the following insurance:

- a) Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with a minimum limit of \$1,000,000 each occurrence.

- b) Comprehensive General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, in the same amount made for bodily injury and property damage. The policy is to include products and completed operations, cross liability, broad form property damage, independent contractors, and contractual liability coverage. The policy shall be endorsed to provide sixty (60) days written notice to the District of any material change of coverage, cancellation, or non-renewal of coverage.
- c) If Subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent Contractors.
- d) Owner's Contractor's Protective Policy-comprehensive in the name of the Owner, with a minimum combined single limit of \$1,000,000 per occurrence in the same amount for bodily injury or property damage.
- e) Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance to comply with the provisions of the Michigan no-fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each occurrence of bodily injury and property damage.
- f) All insurance policies shall be issued by companies licensed to do business in the State of Michigan. The companies issuing the policies must be domestic (on-shore) companies and have an A rating by AM Best.
- g) The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this contract.

COMPLIANCE WITH SCHOOL SAFETY INITIATIVE LEGISLATION

Meeting the requirements of the School Safety Initiative Legislation, being MCL 380.1230, 80.1230a, 380.1230c, 380.1230d and 380.1230g.

The Bidder acknowledges and agrees that the Bidder will have any and all of its installation personnel (including sub-contractors) subjected to criminal history and background checks. **Personnel that fall into this group will be working on District premises for more than one continuous week.** Criminal history and background checks will be done within a year of the beginning of the project and should be completed before worked begins on this project.

The Bidder is required to provide written documentation listing all personnel who fall into the group indicated in the above paragraph. The documentation will also verify that none of the personnel have a "listed offense" as indicated below. This documentation is to be provided before the beginning of the project and updated as necessary for any additions or subtractions from the list as long as the project lasts.

The Bidder shall indemnify, defend and hold the District, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorney's fees and actual expert witness fees, arising out of or in connection with any violation of, or the Bidder's failure to comply with the above paragraphs.

The Bidder shall be responsible for all costs and expenses associated with the above-required criminal history and background checks.

LISTED OFFENSES

1. MCL 750.145a - Accosting, enticing or soliciting child (less than 16 years of age) for immoral purposes.
2. MCL 750.145b - Accosting, enticing or soliciting child (less than 16 years of age) immoral purposes – second or subsequent offenses.
3. MCL 750.145c - Involvement in child sexually abusive activity or material, including possession of child sexually abusive material (“child” is a person less than 18 years of age who has not been legally emancipated.)
4. MCL 750.158 - Crime against nature (i.e., sodomy and bestiality) if the victim is an individual less than 18 years of age.
5. A third of subsequent violation of any combination of the following:
 - a. MCL 750.167(1)(f) - indecent or obscene conduct in a public place;
 - b. MCL 750.335a - indecent exposure;
 - c. A local ordinance of a municipality substantially corresponding to a section described in (a) or (b), *supra*.
6. Except for juvenile disposition or adjudication, a violation of:
 - a. MCL 750.338 - gross indecency between males; fellatio or masturbation;
 - b. MCL 750.338a - gross indecency between females; oral sex;
 - c. MCL 750.338b - gross indecency between male and female persons; if the victim is an individual less than 18 years of age.
7. MCL 750.349 - Kidnapping, if victim is an individual less than 18 years of age.
8. MCL 750.350 - Kidnapping; child under 14 years of age with intent to detain or conceal from child’s parent or legal guardian.
9. MCL 750.448 - Soliciting or accosting by a person 16 years of age or older, if victim is an individual less than 18 years of age.
10. MCL 750.455 - Pandering
11. MCL 750.520b - First degree criminal sexual conduct.
12. MCL 750.520c - Second degree criminal sexual conduct.
13. MCL 750.520d - Third degree criminal sexual conduct.
14. MCL 750.520e - Fourth degree criminal sexual conduct.
15. MCL 750.520g - Assault with intent to commit criminal sexual conduct.
16. Any other violation of a law of the state or a local ordinance of municipality that by its nature constitutes a sexual offense against an individual who is less than 18 years of age.
17. MCL 750.10a - Offense by sexually delinquent person (i.e., “any person whose sexual behavior is characterized by repetitive or compulsive acts which indicate a disregard of consequences or the recognized rights of others, or by the use of force upon another person in attempting sexual relations of either a heterosexual or homosexual nature, or by the commission of sexual aggressions against children under the age of 16”).
18. An attempt or conspiracy to commit an offense described in (1) through (17).
19. An offense substantially similar to an offense described in (1) through (17) under a law of the United States, any state, or any country or any tribal or military law.

TERMINATION BY THE DISTRICT FOR CONVENIENCE

The District may, at any time, terminate the Contract for the District’s convenience and without cause.

Upon receipt of written notice from the District of such termination for the District’s convenience, the Contractor shall:

- a) Cease operations as directed by the District in the notice;
- b) Take actions necessary, or that the District may direct, for the protection and preservation of the Work; and

- c) Except for Work directed to performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

Owner Is An Equal Opportunity Employer

The Owner 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 obligated to take affirmative action to provide equal opportunity without regard to race, creed, color, national origin, age or sex.

Michigan Right to Know Law

Troy School District will comply with the Michigan Right to Know Law by informing Contractors of hazardous chemicals to which they may be exposed. All Contractors will be required to provide Material Safety Data Sheets for any hazardous chemicals brought to the workplace. The Contractor shall comply with all applicable provisions of the Occupational Safety and Health Act for the duration of the specified work.

Asbestos Hazard Emergency Response Act

As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act, each school district is responsible for providing contractors with information regarding locations of known or assumed asbestos containing material prior to the Contractor entering a building under the school district's jurisdiction. The successful bidder will be required to complete the school district's Contractor Notification forms.

Notification of Assumed Lead-Containing Materials

The intent of this section is to formally notify all Contractors and Sub-Contractors applying for or bidding on work covered within this specification that, due to the age of the facilities within this District, there is the presumption that building components do contain lead-based paint pursuant to OSHA definition. The District has not conducted lead-based paint inspections. As a result, all Contractors and Sub-Contractors bidding must assume that building components do contain lead-based paint.

Furthermore, all awarded Contractors and Sub-Contractors shall be responsible to comply with all applicable Federal and Michigan State lead regulations including, but not limited to, 29 CFR Part 1926.62 of the OSHA Lead Construction Standard, (Part 603 of the Michigan State Standards). All costs associated with regulatory compliance shall be borne by the Contractor and/or Sub-Contractor.

General Conditions

The District reserves the right to accept or reject any or all proposals, to waive irregularities, and to accept a proposal which, in the District's opinion, is in the District's best interest.

The District reserves the right to declare as non-responsive, and reject, any bid which is incomplete or where material information requested is not furnished, or where indirect or incomplete answers or information is provided.

In the event, the Administration Building is closed due to unforeseen circumstances on the day Proposals are due, Proposals will be due at the same time on the next day that the District and/or the Administration Building is open.

Negligence in preparation, improper preparation, errors in, or omissions from, proposal shall not relieve a bidder from fulfillment of any and all obligations and requirements of the proposed Contract Documents.

The District expects that the awarded bidder will complete the work as outlined in the specifications for the amount bid by the bidder. Any additional costs above the amount bid and awarded, must be approved by the District in advance of any work.

Voluntary alternates for bids are acceptable but should NOT be put in the space for the Base Bid on the Bid Response Form but on an attached sheet, clearly labeled Voluntary Alternative. Such Alternates should be described in enough detail for the District to understand the Bidder's intent.

Owner may choose to conduct testing to verify correct products and installation. If the materials and installation are found not to be per spec, owner will require subsequent tests to be performed by Owners testing company at contractors' expense.

Any exceptions to the terms and conditions contained in this RFP or any special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of this RFP cannot be met by, or in the Contractor's opinion should not be applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and the requirements as set forth in this RFP in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor's Proposal and those exceptions or special considerations or conditions are expressly accepted by the District.

No responsibility shall attach to the District, or the authorized representatives of either one, for the premature opening of any proposal, which is not properly addressed and identified.

The Contract Documents, as outlined in the executed Agreement, shall imply the inclusion of the entire agreement between the parties thereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent or employee of the District or by any other person.

Opening and Awarding of Bids

Bids will be publicly opened and read aloud at the Troy School District Maintenance/Operations and Purchasing Offices, 1140 Rankin, Troy, MI 48083, at 2:00 p.m., Wednesday, April 25, 2018.

The recommendation for award will be submitted to the Board of Education at the regular Board of Education Meeting to be held on Tuesday, May 15, 2018.

SCOPE OF WORK

FOR

TROY SCHOOL DISTRICT

AT

INTERNATIONAL ACADEMY EAST

1291 TORPEY DRIVE
TROY, MICHIGAN 48083

LARSON MIDDLE SCHOOL

2222 LONG LAKE ROAD
TROY, MICHIGAN 48085

BOULAN PARK MIDDLE SCHOOL

3570 NORTHFIELD PARKWAY
TROY, MICHIGAN 48084

ATHENS HIGH SCHOOL

4333 JOHN R ROAD
TROY, MICHIGAN 48085

WASS ELEMENTARY SCHOOL

2340 WILLARD DRIVE
TROY, MICHIGAN 48085

SCOPE-OF-WORK

For all projects: Various construction activities may be occurring during abatement schedule. Dumpster, mobilization, decon chamber locations may change without notice. Owner may be moving items from work areas at beginning of each PHASE. Contractor responsible for removing/replacing any remaining items. Contractor shall provide all necessary utilities if not otherwise provided.

BID #1: INTERNATIONAL ACADEMY EAST

Abatement Activities

This section defines the asbestos abatement activities the awarded Contractor will perform at International Academy East.

PHASE 1 – West Wing

1. Remove all carpet and floor tile (and associated covebase), approximately 11,000 square feet, from the following areas:

Rooms 1-6, 9-12, 9A and B, Staff Room

2. Remove all floor tile and mastic (and associated covebase), approximately 500 square feet, from the Media Center Storage Rooms.

NOTES: 1. Three full enclosures for removal of all materials with poly ceilings in mastic removal areas.
2. Contractor to remove all layers of flooring (to concrete in mastic removal areas).
3. Contractor to remove all floor tile as non-friable.
4. Contractor to remove mastic with grinding or other approved method.
5. No chemical mastic remover to be used.
6. Contractor to protect flooring to remain in hallway or other areas.

BID #1: LARSON MIDDLE SCHOOL

Abatement Activities

This section defines the asbestos abatement activities the awarded Contractor will perform at Larson Middle School.

PHASE 1 – Various

1. Remove all carpet and floor tile (and associated covebase), approximately 3,500 square feet, from the following areas:

Rooms 504, 509 and 102

2. Remove all floor tile (and associated covebase), approximately 1,000 square feet, from Room 202.

NOTES: 1. Three full enclosures for removal of all materials.
2. Contractor to remove all layers of flooring.
3. Contractor to remove all floor tile as non-friable.

BID #1: BOULAN PARK MIDDLE SCHOOL

Abatement Activities

This section defines the asbestos abatement activities the awarded Contractor will perform at Boulan Park Middle School.

PHASE 1 – Various

1. Remove all carpet and floor tile (and associated covebase), approximately 2,400 square feet, from the Rooms 509 and 102.
2. Remove all floor tile (and associated covebase), approximately 1,000 square feet, from Room 202

NOTES: 1. Three full enclosures for removal of all materials.
2. Contractor to remove all layers of flooring.
3. Contractor to remove all floor tile as non-friable.

BID #1: ATHENS HIGH SCHOOL

Abatement Activities

This section defines the asbestos abatement activities the awarded Contractor will perform at Athens High School.

PHASE 1 – Various

1. Remove all floor tile and mastic (and associated covebase), approximately 1,100 square feet, from Room C1510.

NOTES: 1. One full enclosure for removal of all materials with poly ceilings in mastic removal areas.
2. Contractor to remove all layers of flooring (to concrete in mastic removal areas).
3. Contractor to remove all floor tile as non-friable.
4. Contractor to remove mastic with grinding or other approved method.
5. No chemical mastic remover to be used.
6. Contractor to protect flooring to remain in hallway or other areas.

BID #1: WASS ELEMENTARY SCHOOL

Abatement Activities

This section defines the asbestos abatement activities the awarded Contractor will perform at Wass Elementary School.

PHASE 1 – Kindergarten

1. Remove all floor tile and mastic (and associated covebase), approximately 2,300 square feet, from Rooms Kindergarten A and B and Storage Room.

NOTES: 1. One full enclosure for removal of all materials with poly ceilings in mastic removal areas.
2. Contractor to remove all layers of flooring (to concrete in mastic removal areas).
3. Contractor to remove all associated carpet (approximately 300 square feet total).
4. Contractor to remove mastic with grinding or other approved method.
5. No chemical mastic remover to be used.
6. Contractor to protect flooring to remain in hallway or other areas.

Additional Abatement Requirements (For all Bids)

This section defines other requirements that the awarded Contractor must follow during the course of the above abatement projects.

1. The Contractor shall construct full enclosures for the removal of the materials identified in the Scope-of-Work. All walls shall be sealed with a minimum of one (1) layer of four (4) mil polyethylene. Contractor shall construct polyethylene tunnels, in Halls, to connect rooms. All floors shall be sealed with a minimum of two (2) layers of six (6) mil polyethylene. Contractor shall construct wood frame and polyethylene barriers in Halls. All lockers shall be pre-sealed. Full decontamination chambers shall be constructed and used for the duration of the projects.
2. Floor Tile Removal Areas: The Contractor shall construct full enclosures for the removal of the materials identified in the Scope-of-Work. All walls shall be sealed with a minimum of one (1) layer of four (4) mil polyethylene. Contractor shall construct polyethylene tunnels, in Halls, to connect rooms. All floors to remain shall be sealed with a minimum of two (2) layers of six (6) mil polyethylene. Contractor shall construct wood frame and polyethylene barriers in Halls. All lockers shall be pre-sealed. Full decontamination chambers shall be constructed and used for the duration of the projects. All floor tile shall be removed as non-friable. Contractor shall be responsible for removing all layers of flooring. Contractor shall construct a poly ceiling in all mastic removal areas. No chemical mastic remover may be used.
3. Contractor shall provide all lift/support/access/structural/scaffold/safety needs and such other protocols for safety and structural integrity satisfying all applicable regulations. Contractor shall provide all necessary fall protection to Owner and Owner's Representatives.
4. The Contractor shall place Air Filtration Devices (AFD's) in work areas only. Wood with cutouts for exhaust ducts shall be placed in doors and windows. The Contractor shall secure the wood in the doors and windows to ensure a protected and secure work area. The following minimum of 2,000 CFM AFD's, abatement techniques and clearance sampling shall be utilized during each phase of abatement.

INTERNATIONAL ACADEMY EAST

Phase	Area	# of AFD's	Abatement Technique	Clearance
PHASE 1	West Wing	13	full enclosure	PCM 5 < 0.01 f/cc and TEM

LARSON MIDDLE SCHOOL

Phase	Area	# of AFD's	Abatement Technique	Clearance
PHASE 1	Various	6	full enclosure	PCM 5 < 0.01 f/cc

BOULAN PARK MIDDLE SCHOOL

Phase	Area	# of AFD's	Abatement Technique	Clearance
PHASE 1	Various	4	full enclosure	PCM 5 < 0.01 f/cc

ATHENS HIGH SCHOOL

Phase	Area	# of AFD's	Abatement Technique	Clearance
PHASE 1	Various	6	full enclosure	TEM 5 < 70 structures avg

WASS ELEMENTARY SCHOOL

Phase	Area	# of AFD's	Abatement Technique	Clearance
PHASE 1	Kindergarten	3	full enclosure	TEM 5 < 70 structures avg

Abatement Requirements for all projects

1. The Contractor is responsible for all measurements. Measurements for bidding purposes as well as material procurement are the sole responsibility of the Contractor. The Maps included within this specification may not identify all materials listed in the Scope-of-Work. The Scope-Of-work may not identify all materials on Maps. The Contractor is responsible for abatement of all materials whether identified in the Scope-of-Work, the maps or not.
2. **The Contractor shall be responsible for moving any non-fixed item in the work area. The Contractor is responsible for returning the work area to the Owner in a condition that satisfies the Owner and the Owner's representative.**
3. The Owner shall provide necessary utilities whenever possible. The Contractor shall be responsible for providing any necessary utilities (for Contractor and Owner's Representative) to complete the projects as scheduled, if not provided by the Owner.
4. Complete decontamination chambers with showers shall be constructed for all projects. The Owner and the Owner's Consultant must approve the decontamination chamber location, bag out location, Air Filtration device (AFD) placement and dumpster location.
5. The Contractor may construct a bag out area to facilitate disposal of the materials. The bag out chamber (2 chambers) shall be constructed of wood frame and plywood and shall be sealed with polyethylene (walls/floors/ceilings). The bag out area shall have a wood door with lock.
6. The Contractor shall be responsible for the security and safety of the building. Wood with cutouts for exhaust duct shall be placed in doors and windows. The Contractor shall secure the wood in the doors and windows to ensure a secure work area.
7. The Contractor is responsible for any damage to surfaces, electrical and mechanical equipment. The Contractor shall be responsible for repairing (painting) surfaces: walls, ceilings, floors, windows, doors etc. The Contractor is responsible for all damage resulting from removal operations. All wires shall be properly adhered with cable ties to appropriate hangers.
8. If a Vac Loader is used, the personnel operating the Vac Loader, its placement and standard operating procedures must be approved by the Owner's Representative.
9. Fiber drums shall be utilized for floor tile disposal. They shall have had no hazardous substances placed into them. All drums must be clean and free of hazardous labels when they arrive on the project site. Floor tile and mastic must be placed into lined fiber drums.
10. All areas shall be encapsulated with clear encapsulant.
11. The Workers shall wear PAPRs.
12. The Contractor shall supply a manometer and will be required to maintain a minimum negative pressure of .02 inches of water equivalent. In addition, the Contractor must smoke test the enclosure daily at a minimum.
13. Six sided locked dumpsters only - no open top dumpsters. Dumpsters must be removed from the premises within one day of project completion.
14. No bladder bags may be used without the permission of the Owner or Owner's Representative with conditions.
15. The Contractor shall provide utility lighting for all work areas.

16. No salvaging, by the Contractor or their employees, of any item.
17. The Contractor shall construct wood frame and plywood barriers at all locations requested by the Owner or Owner's Representative.
18. The Contractor will be required to construct an enclosure that satisfies all the requirements of Appendix F of OSHA 1926.1101 "Work Practices and Engineering Controls for Major Asbestos Removal, Renovation and Demolition Operations"

Meeting Requirements

All Contractors submitting bids will be required to attend the following meetings if requested by the Owner's Consultant:

- o Post-Bid Examination: The three lowest bids may be required to meet with the Owner's Consultant to discuss the Contractor's submitted bid and various aspects of the project.
- o Pre-Start Scheduling Meeting: The Awarded Contractor will be required to attend a pre-start meeting on-site with the Owner and Owner's Consultant to schedule the logistics of the project. At this meeting, the Awarded Contractor will be required to furnish all paperwork as required in Item 2 of the "Technical Specifications for Asbestos Abatement."

Floor Plans

The following floor plans/maps/diagrams will provide additional information which will be useful for proper orientation and descriptions of the building areas. These plans do not include all materials in the scope of work to be removed. While every effort has been made to provide plans at a scale or with listed approximate measurements, all Bidders should be reminded that they are responsible for their own field measurements.

KEY FOR FLOOR PLANS

-  – CARPET/FLOOR TILE
-  – FLOOR TILE
-  – FLOOR TILE/MASTIC



INTERNATIONAL ACADEMY EAST

1291 Torpey Drive
Troy, MI 48063
(248) 823-8300





LARSON MIDDLE SCHOOL
 2222 Long Lake Rd.
 Troy, MI 48065
 (248) 823-4800





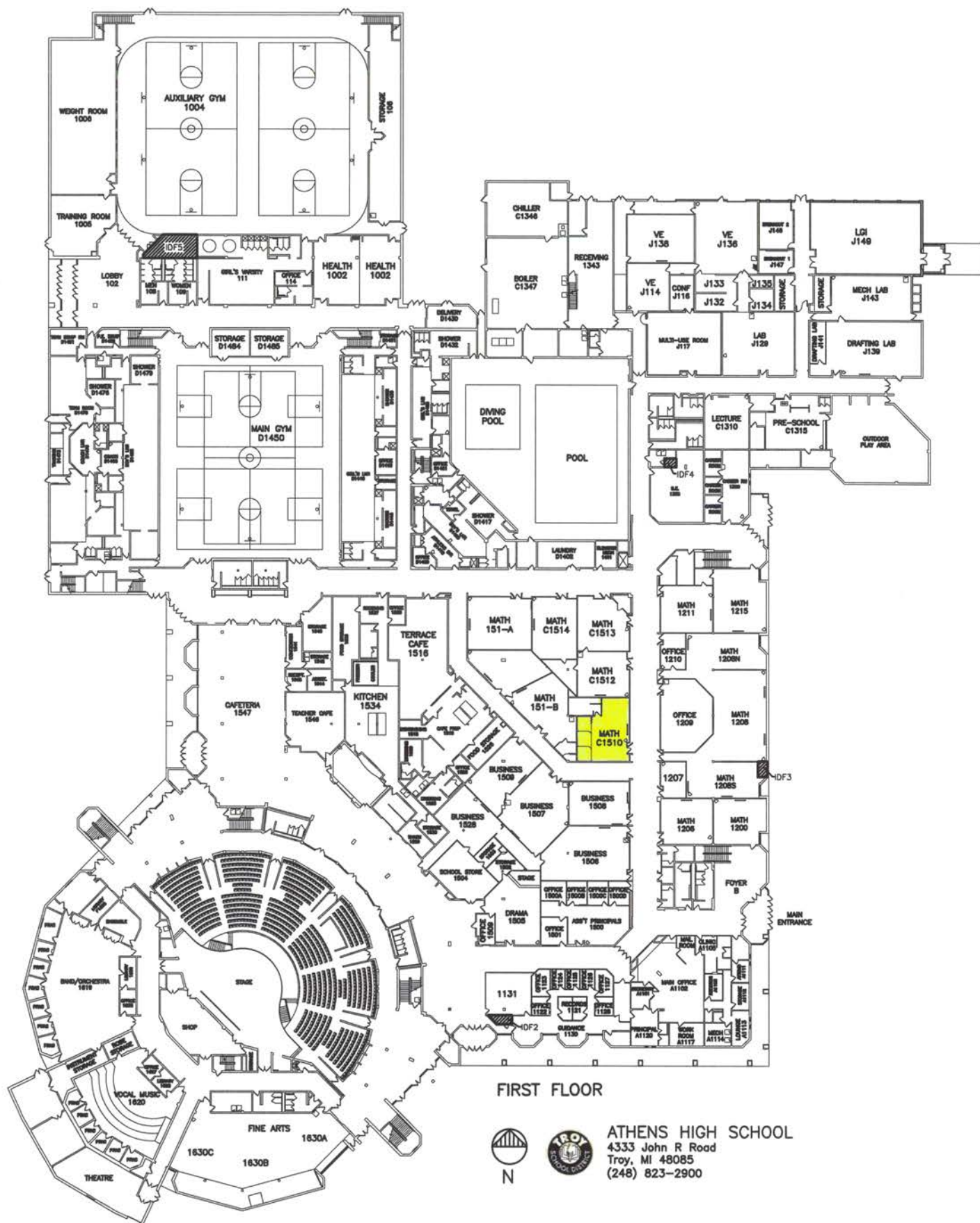
BOULAN PARK MIDDLE SCHOOL

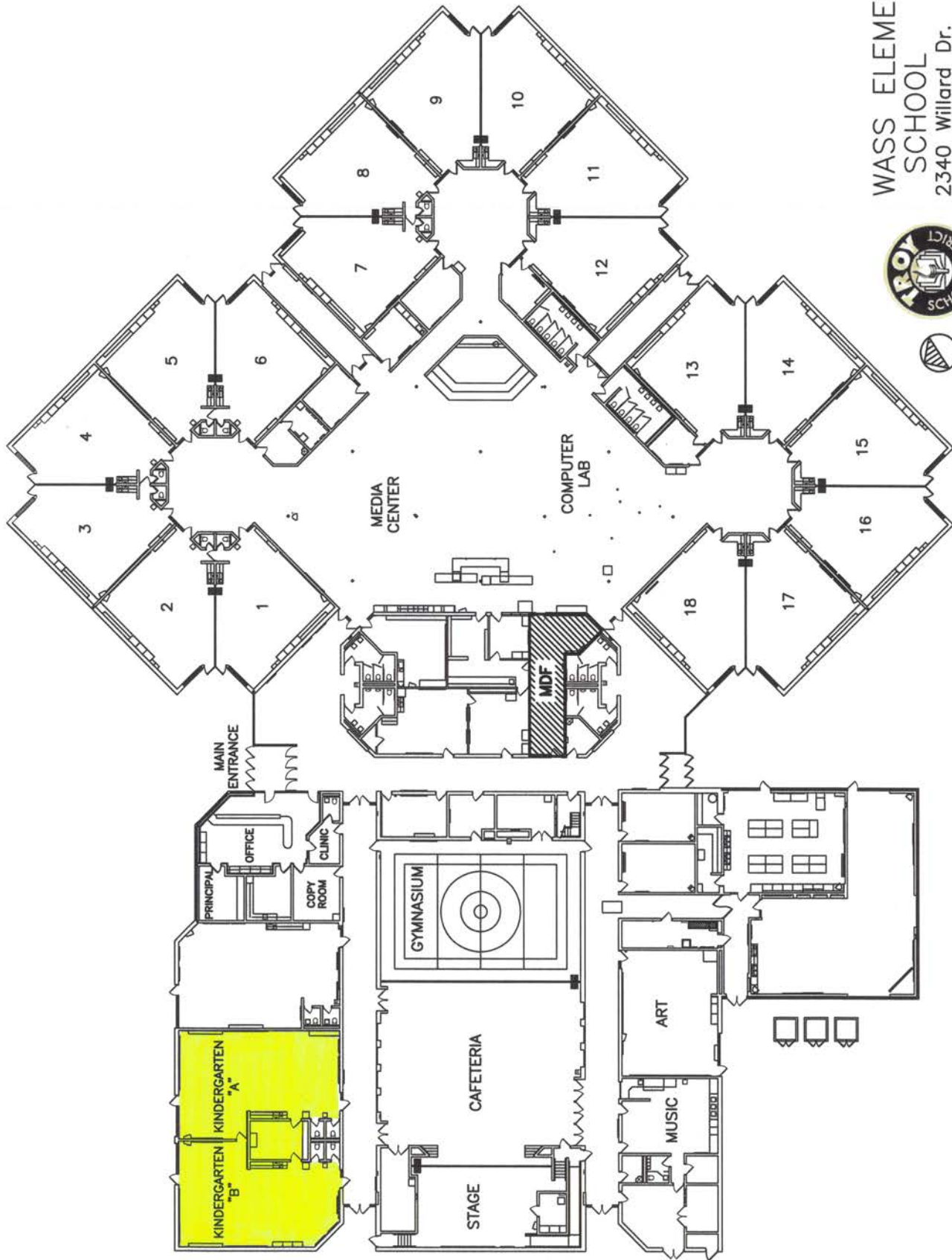
3570 Northfield Parkway

Troy, MI 48064

(248) 823-4900







WASS ELEMENTARY
SCHOOL
2340 Willard Dr.
Troy, MI 48085
(248) 823-3900



TIME SCHEDULE

The following time schedule must be adhered to by the awarded Contractor(s). This schedule will be made part of the contract documents and will be strictly enforced by the Owner and the Owner's Representative. Any and all variances to this schedule must be cleared by the Owner and the Owner's Representative prior to the commencement of the project(s). If the project(s) is/are not completed within the time period outlined below, the Owner may impose liquidated damages as described below.

ASBESTOS ABATEMENT PROJECTS

Notification

All regulatory agencies including, but not limited to, the Environmental Protection Agency, the Michigan Department of Public Health, and all other applicable Federal, State, County or City municipalities should be notified within 7 days of the signed contract and at least in a period allowable for the project to begin on the start date given below. The Contractor shall also be solely responsible for payment of all applicable fees and charges. Failure to notify in a timely manner will not excuse the awarded Contractor(s) from liquidated damages.

Start and Completion Dates

The Contractor will commence and complete all projects according to the following calendar:

INTERNATIONAL ACADEMY EAST

BID 1 PHASE 1

Start Date: July 16, 2018
Completion Date: July 20, 2018

LARSON MIDDLE SCHOOL

BID 1 PHASE 1

Start Date: June 18, 2018
Completion Date: July 20, 2018

BOULAN PARK MIDDLE SCHOOL

BID 1 PHASE 1

Start Date: July 23, 2018
Completion Date: July 24, 2018

ATHENS HIGH SCHOOL

BID 1 PHASE 1

Start Date: June 23, 2018
Completion Date: July 25, 2018

WASS ELEMENTARY SCHOOL

BID 1 PHASE 1

Start Date: July 25, 2018
Completion Date: July 27, 2018

*Contractor shall coordinate with Owner, Owner's Representative and Construction Manager for removal of exterior materials to ensure security of the facilities.

Owner may be moving items from work areas at beginning of each PHASE.

Dates are subject to change by the Owner. An equal amount of time shall be allowed for the project. The Contractor will be responsible for fulfilling all notification requirements.

All projects will be considered complete for schedule purposes when the project site has passed required clearance

testing, the Contractor has completed removal of all supplies and equipment and the Contractor has returned the building to the Owner in a condition that satisfies the Owner and Owner's Representative.

Post Abatement PCM Clearance Testing

Post Abatement PCM Clearance Samples will be collected, analyzed and results verbally expressed to the Owner and to the Contractor within twenty-four (24) hours, with the time period beginning at the completion of the lock down activities. Delays in clearance testing, after the accepted final visual inspection and lock down, will be cause for a proportional extension of the project completion date.

It will be in the judgment of the Owner's Representative as to when Post Abatement PCM Clearance Samples will be collected. All Post Abatement PCM Clearance Samples will be analyzed on-site. PCM Clearance Samples shall not be collected on the same day as visual inspection and lockdown.

Liquidated Damages

Liquidated damages will be incurred by the Contractor if the project(s) is/are not completed by the above completion date(s). Liquidated damages will also be incurred by the Contractor if the post abatement air samples do not pass the required levels set by the Environmental Protection Agencies AHERA Regulations, any other applicable government agency, or by the specifications.

If the Contractor(s) does not complete the projects detailed in the Scope-of-Work within the specified time allotment, the Contractor will be assessed liquidated damages in the amount of **3,000 dollars plus Owner's Consultant costs** per day that the project extends beyond the completion date.

If the project site does not pass the post abatement air sampling tests as required by the State of Michigan Public Act No. 147 (as amended), by any other applicable governmental agency, or by the specifications, the Contractor will be assessed liquidated damages in the amount of **3,000 dollars plus Owner's Consultant costs** for each day needed to perform additional cleaning, *regardless of whether or not the project completion date has been surpassed*. The Contractor shall also be solely responsible for payment of all costs incurred by the Owner due to the delay, including but not limited to additional charges for the Owner's Representative, any and all additional sampling costs incurred due to the failure of the project site to meet the clearance requirements (including any and all air samples collected during the additional cleaning) and any and all overtime charges required for custodial personnel. Liquidated damages as set forth herein and any additional costs incurred by the Owner shall be cumulative and shall occur each and every time the Contractor fails the post abatement air sampling tests as defined by regulation. Said liquidated damages and additional charges will be deducted from the contract price immediately upon the occurrence of such charges.

SITE AVAILABILITY

The Contractor shall be allowed in the building between the hours of 7:00 a.m. and 6:00 p.m., or as directed by Owner.

The Contractor shall not be allowed in the building on Saturdays, Sundays or holidays unless directed by Owner.

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered clearly and in a comprehensive manner. Any bidder failing to answer all questions may be rejected on these grounds. It is understood that the by submitting a signed bid, the Contractor is certifying the correctness of all statements and is hereby under oath. If necessary, the bidder may use additional sheets to answer these questions (when complete, any additional sheets that are used must have a reference to this Qualification Statement and must be attached to this Qualification Statement). The bidder may submit any additional information he/she desires.

1. Name of Bidder
2. Permanent Main Office Address
3. When (Name of Bidder) Organized?
4. If a Corporation, Where (Name of Bidder) Incorporated?
5. How many years have you been operating under the (Name of Bidder) name?
6. What other names has/are the principals of (Bidder) operated(ing) under that was/is associated with the asbestos abatement industry?

7. Have the principals of (Name of Bidder) filed for Chapter 11 or Chapter 13 for protection of (Name of Bidder) or for any other asbestos abatement related firm, company or organization, in the last five years? Describe. Use additional sheets if necessary.
8. List all contracts on hand. Show schedule (actual or anticipated commencement and completion dates) and gross dollar amount of each contract. Use additional sheets if necessary.
9. List all specifications (Name of Bidder) currently is submitting bids for which have overlapping working dates. Show schedule (anticipated commencement and completion dates) for each bid. Use additional sheets if necessary.
10. Have you (Bidder and other entities identified in question 6 answers) ever failed to complete any work awarded to you?

If yes, where and why? Use additional sheets if necessary.

11. Have you (Name of Bidder and other entities identified in Question 6 answers) ever been disqualified from bidding in Troy School District?

If yes, when and why? Use additional sheets if necessary.

12. Have you (Name of Bidder and other entities identified in Question 6 answers) ever not been recommended for bidded contracts when you were the low bidder in Troy School District?

If yes, when and why? Use additional sheets if necessary.

13. Have you (Name of Bidder and other entities identified in Question 6 answers) ever not been recommended for bidded contracts when you were the low bidder on a project designed by Nova Environmental, Inc.?

If yes, when and why? Use additional sheets if necessary.

14. List all projects (Name of Bidder) completed in Troy School District since January 1, 2013?

15. List any and all citations with or without monetary penalty received, pending, paid or disputed by (Name of Bidder and other entities identified in Question 6 answers) during the past 3 years for failure to comply with applicable federal, state or local regulations. Describe in detail the type of citation, the reason for the citation and the ultimate disposition of same. Provide copies of all citations received since January 1, 2013, and all correspondence associated with the citations. Use additional sheets if necessary.

16. When was the last on-site inspection by the Michigan Department of Consumer & Industry Services (Michigan Department of Public Health) and the Department of Environmental Quality (Department of Natural Resources)?

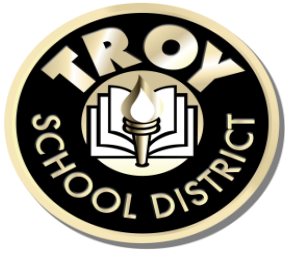
MDLARA (MDPH) - _____ DEQ (DNR) - _____

What were the results of these visits? Use additional sheets if necessary.

17. List all penalties incurred through non-compliance with asbestos abatement project specifications, including projects designed by firms other than Nova Environmental, Inc., including liquidated damages, overruns in scheduled time limitations and any subsequent resolutions for (Name of Bidder and other entities identified in Question 6 answers). Use additional sheets if necessary.
18. List all contracts over \$5,000 completed by (Name of Bidder) since January 1, 2012 (contracts with Troy School District) do not need to be listed in response to Question 18), stating approximate gross cost for each, and the month and year completed. Use additional sheets if necessary.
19. List your major equipment (as of January 1, 2018) which will be available for this contract.
20. List the experience of (Name of Bidder) in work similar to this project. Project references must include: names, addresses, and phone numbers of Building Owner's for whom projects were performed (minimum of four). Use additional sheets if necessary.

21. List bank references.

22. Name of Bonding Company and the name and address of agent.



DUE: 2:00 p.m., Wednesday, April 25, 2018
PROPOSAL: BID 9858 Asbestos Abatement

PROPOSAL FORM

We propose to furnish all material, labor and equipment, as per the specifications, for the Troy School District. and all other services to complete Asbestos Abatement, at Athens and IAE High Schools, Wass Elementary School and Bouland Park and Larson Middle Schools, in accordance with these specifications:

Total Cost – Athens High School \$ _____

Total Cost – IAE High School \$ _____

Total Cost - Wass Elementary \$ _____

Total Costs - Bouland Park Middle School \$ _____

Total Costs – Larson Middle School \$ _____

Grand Total \$ _____

BIDDER'S FIRM NAME _____

ADDRESS _____

CITY/STATE _____ ZIP _____

TELEPHONE NUMBER _____ FAX # _____

SIGNED BY _____ TITLE _____

TYPED NAME _____ DATE _____

E-MAIL ADDRESS _____

VENDOR: LIST FIVE RECENT REFERENCES, PREFERABLY SCHOOL DISTRICTS:

School District	Person to Contact	Phone Number
School District	Person to Contact	Phone Number
School District	Person to Contact	Phone Number
School District	Person to Contact	Phone Number
School District	Person to Contact	Phone Number

Interested vendors will note in this space only any additional information, criteria or contingencies affecting their proposal, understanding that this additional information, criteria or contingency may be utilized in the evaluation process and subsequent award.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT
FAMILIAR DISCLOSURE AFFIDAVIT**

The undersigned, the owner or authorized office of the below-named contractor (the ‘Contractor’), pursuant to the familial disclosure requirement provided to Troy Schools, hereby represents and warrants that, excepts as provided below, no familial relationship exists between the owner or key employee of the Contractor, and any member of the Troy School Board or the Troy School Superintendent. A list of the School District’s Board of Education Members and its Superintendent may be found at <http://www.troy.k12.mi.us>.

List any Familial Relationships:

Contractor:

Print Name of Contractor

By: _____

Its: _____

Subscribed and sworn before me, this _____ Seal:

day of _____, 20 ____, a Notary Public

in and for _____ County, _____

(Signature)
NOTARY PUBLIC

My Commission expires _____

CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named Company, pursuant to the compliance certification requirement provided in Troy School District's Request For Proposal, the "RFP", hereby certifies, represents, and warrants that the Company and its officers, directors and employees, is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by Troy School District as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company 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 two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of Troy 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 the it is determined that the person has submitted the false certification.

NAME OF COMPANY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Acceptance of Proposal

The undersigned agrees to execute a Contract for work covered by this Proposal provided that he is notified of its acceptance within thirty days after the opening of the Proposal.

It is agreed that this bid will not be withdrawn until after forty-five (45) days after receipt of bids.

The undersigned affirms that the bid was developed without any collusion, undertaking, or agreement, either directly or indirectly, with any other bidder(s) to maintain the prices of indicated work or prevent any other bidder(s) from bidding the work.

BIDDER’S FIRM NAME	_____
BUSINESS ADDRESS	_____ _____ _____
TELEPHONE NUMBER	_____
FAX NUMBER	_____
BY (SIGNATURE)	_____
PRINTED NAME	_____
TITLE	_____
SIGNED THIS	_____ DAY OF _____, 20 _____
E-MAIL ADDRESS	_____