

# REQUEST FOR PROPOSAL ENVIRONMENTAL CONSULTING SERVICES TROY SCHOOL DISTRICT

### REQUEST FOR PROPOSAL RFP 9807 ENVIRONMENTAL CONSULTING SERVICES TROY PUBLIC SCHOOLS

Troy Schools is accepting firm, sealed proposals for Environmental Consulting Services district-wide as described in the attached specifications.

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

Your proposal and two copies marked "RPF 9807 Environmental Consulting Services" must be delivered no later than Wednesday, 2:00 p.m., April 1, 2015, Purchasing Department, Troy School District, 1140 Rankin, Troy, Michigan 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-proposal conference has been scheduled for Monday, 9:00 a.m. March 23, 2015, Purchasing Department, Troy School District, 1140 Rankin, Troy, Michigan 48083. All questions regarding the services specified, or the RFP terms and conditions will be accepted in writing ONLY at the pre-proposal conference and subsequently answered through an addendum to all interested parties. This pre-proposal conference is mandatory and <u>at no other time</u> will questions/concerns be addressed or accepted.

All consultants submitting proposals must provide familial disclosure and attach this information to the proposal. The proposal will be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the consultant submitting a proposal and any member of the Troy Schools Board or the Troy Schools Superintendent. The District will not accept a proposal that does not include this sworn and notarized disclosure statement.

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 Troy, MI 48083

### **INSTRUCTIONS TO BIDDERS – four parts**

- 1. Survey work: Troy School District passed a \$125M bond program in November 2013. TSD is seeking a consultant to conduct full NESHAP inspections of their facilities. As part of this phase, based on proposed bond projects and results of inspections Consultant to prepare budget estimates for all abatement work.
- 2. Abatement oversight: If materials must be removed, the successful consultant coordinates all activities related to bidding and conducts all field work to oversee the work taking place.
- 3. Conduct testing of all Child Occupied Facilities (COF) classrooms, children-accessed restrooms, the cafeteria, gymnasium, and exterior portions of the buildings, utilizing a NITON XL-309 Lead Spectrum Analyzer XRF. This instrument allows for the sampling of painted surfaces, in accordance with the RRP Rule, without the need for destructive paint chip collection and laboratory analysis. This to be done at all elementary schools and early childhood areas of Athens High School. Include this cost in your inspection cost.
- 4. On-going Inspections: Conduct the Three Year Re-inspections, Six Month Periodic Surveillances and the annual two hour asbestos awareness training for custodial and maintenance staff within Troy School District in accordance with 40 CFR 763.85 (b) and 763.92 of the EPA's Asbestos Hazard Emergency Response Act (AHERA) regulation.

#### • GENERAL CONDITIONS:

#### Familial Relationship

All bidders must provide familial disclosure in compliance with MCL 380.1267 and attach this information to the bid. The bid shall 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 board or the superintendent of the school district. The District shall not accept a bid that does not include this sworn and notarized disclosure statement.

### Iran Economics Sanctions Act

Each bid must be accompanied by a sworn and notarized statement certifying that the Contractor is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act.

### Withdrawal of Bids

Any bidder may withdraw his bid at any time prior to the scheduled time for receipt of bids. No proposals may be withdrawn for at least sixty (60) days after the scheduled closing time of the bid.

### 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:

- (1) Cease operations as directed by the District in the notice;
- (2) Take actions necessary, or that the District may direct, for the protection and preservation of the Work; and
- (3) 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.

### Compliance with School Safety Initiative Legislation

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

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.

Contractor to verify that none of the personnel that will be on site have a "listed offense" as outlined in MCL 750.

### <u>Insurance & Contractual Indemnification and Defense Requirements</u>

The Contractor shall indemnify, defend and hold harmless the School District, its Board and its Board Members in their official and individual capacities, its employees and agents from and against any and all suits, governmental claims or orders, judgments, administrative actions, fines, penalties, claims, debts, demands, actions, liens, liabilities, fees, costs and expenses of any type whatsoever which

may result in expenses, loss, or injury to any person or property, death to any person, or fines, fees or costs related to any notice or assertion of violation by any governmental entity during the course of or arising from Contractors, employees, subcontractors. subcontractor's employees, agents or subcontractor's agents, representatives of any party (hereinafter, collectively "Contractor") on the School District's property, except the School District, performance of the Work pursuant to the Contract Documents and/or from Contractor's violation of any of the terms of the Contract, including, but not limited to: (1) the negligent acts or willful misconduct of the Contractor and the environment; (2) any breach of the terms of the Contract by the Contractor; (3) any violation of applicable local, state and/or federal law, rule, ordinance, policy or regulations and/or licensing and permitting requirement applicable to providing the Work by Contractor; or (4) any breach of any representation or warranty by the Contractor under the Contract. The Contractor shall notify the District by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under the Contract.

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 bidders, 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 (onshore) 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.

### 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 materials at the subject building, if any. Contractors will be required to ensure compliance of itself and all subcontractors with the Michigan Right to Know Law. Additionally, whether or not required by that law, Contractor shall label and provide Material Safety Data Sheets for all hazardous materials brought to or used on or at the property. The Contractor shall ensure compliance of itself and all subcontractors with all worker health and safety laws, including but not limited to applicable provisions of the Occupational Safety and Health Act for the duration of the specified work.

### Asbestos Hazard Emergency Response Act

Asbestos laws, as required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act, including but not limited to NESHAP, 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 include this information in all bids.

### Notification of Assumed Lead-Containing Materials

The intent of this section is to formally notify all Contractor and Subcontractors 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 Subcontractors bidding must assume that building components do contain lead-based paint.

Furthermore, all awarded Contractors and Subcontractors 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 Bidder and/or Sub-Bidder. The successful bidder will be required to include this information in all bids.

### **General Conditions**

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

The contract with Troy School District will stipulate consultant to pay for all errors – both re-design and material and labor. Re-design as it relates to omissions will be borne the consultant. 100% of the value added construction costs related to omissions will be paid by the owner remainder by the consultant.

The District reserves the right to declare as non-responsive, and reject, any bid which is incomplete or where material information requested in 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.

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.

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.

No responsibility shall attach to the District, or the authorized representatives of the District, 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 Bidder 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.

### Timeline

RFP Released Tuesday, March 17, 2015

Pre-proposal Meeting Monday, March 23, 2015 @ 9:00 AM Proposals Due Wednesday, April 1, 2015 @ 2:00 PM

Interviews Week of April 13 -17, 2015 Board Award Tuesday, May 5, 2015

### Opening and Awarding of Bids

Your proposal and two copies marked "RPF 9807 Environmental Consulting Services" must be delivered no later than Wednesday, 2:00 p.m., April 1, 2015, Purchasing Department, Troy School District, 1140 Rankin, Troy, Michigan 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.

The recommendation for award will be submitted to the Board of Education with the intent to award at their regularly scheduled meeting held on May 5, 2015.

### **Technical Specifications and Scope of Work:**

### Part 1 – Reporting

- a) Review current district documents to determine extent of known materials.
- b) Review bond program to understand scope of work.
- c) Conduct on site testing/sampling in the buildings.
- d) Prepare full report with findings.
- e) Estimate cost of abatement work associated with bond program by building.

### Part 2 – Construction Projects

- a) Meet with A/E to understand project scope and develop specifications and bid documents for the removal of all listed items.
- b) Coordinate all pre-bid activities, requirements and advertisements.
- c) Attend bid opening, review bids and interview firms.
- d) Provide award recommendation letter.

### Project Management, Air Monitoring and Sampling

- a) Provide all on site and project management services including advising on the schedule, preparing and overseeing execution of contract, oversight of securing of all necessary permits and licenses, coordination of all activities, reviewing of all payment requests and other project management services necessary to complete the work.
- b) Provide air monitoring PCM, PLM and TEM sampling and analysis.
- c) Provide final reports, approvals and clearances at appropriate intervals and at the completion of the project.

#### General Notes:

- 1. The Environmental Consultant will be responsible for coordinating and ensuring the procurement of all licenses permits and approvals relating to local, state and governmental or regulatory agency including but not limited to ASTM.
- 2. Consultant will attend planning meeting with TSD to discuss timing and coordination with the abatement contractors and other trades.
- 3. Consultant will re-evaluate budget prior to preparing construction documents.
- 4. Consultant will develop and manage the schedule of abatement activities.
- 5. Consultant will be provided a milestone schedule for abatement.
- 6. Listed items to be included in the consultants removal package may include; asbestos, light bulbs, tubes, ballasts and all refrigerants. Provide tickets to show proper disposal.
- 7. Consultant will ensure contractor is following all applicable safety rules including but not limited to MIOSHA.
- 8. Consultant will ensure contractor is placing items into appropriate 6 sided dumpsters. These dumpsters are to be emptied or locked in the evenings.
- 9. Consultant will provide TSD with copies of all necessary paperwork for the close-out of this project.

#### Part 3 – Lead Testing

### Part 4 – On-Going Reporting

a) Provide all on-going 3 year inspections and 6 Month Surveillance reporting for a period of up to 5 years in 5 - (1) year contracts.

#### PROPOSAL REQUIREMENTS

- 1. Insurance: As outlined in General Conditions provide certificate.
- 2. Bid Preparation Services:

The Firm must be able to assist the Owner with the preparation of bidding documents including State submittal process.

#### 3. Experience:

Bidders shall be able to demonstrate the following:

Shall be reputable, recognized organization with at least five (5) years successful experience in school design and construction.

Shall have sufficient licensed/qualified personnel to complete the work.

Troy School District will accept BRIEF statements of qualifications along with standard fees and compensation for the type of work noted in Purpose of Contract. The information required is as follows:

- a. Firm's Background:
  - Provide the firms' name, address, phone and fax numbers.
  - Provide the name of the contact person submitting the proposal.
  - Describe briefly the history of your organization.
- b. Project Team and Staffing
  - Provide brief resumes of key personnel.
  - Describe responsibilities of personnel.
  - Provide information for all outside consultants you anticipate contracting with.
- c. Related Experience during the last five (5) years
  - Provide not more than 5 specific examples of similar projects (remodeling/ renovation of public school buildings) that have been completed or are currently in progress, including a description of project scope and cost.
  - Describe your firm's role in developing the budget, scope, and schedule requirements for each.
- d. Why your firm? What is different about your firm?

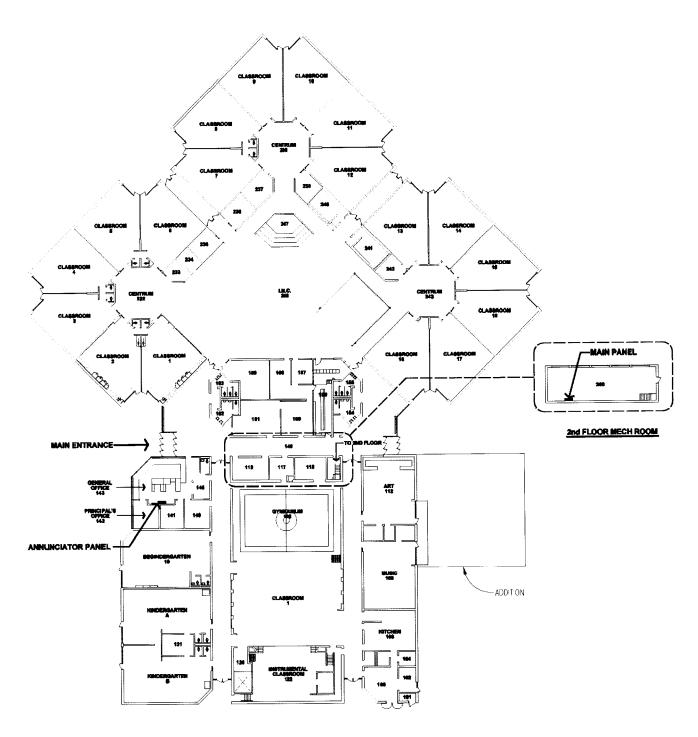
Brevity will be rewarded.

- 4. Firm will be selected based on:
  - a. Firm's/personnel's background/experience in school environmental services.
  - b. Proposed fee structure and approach.

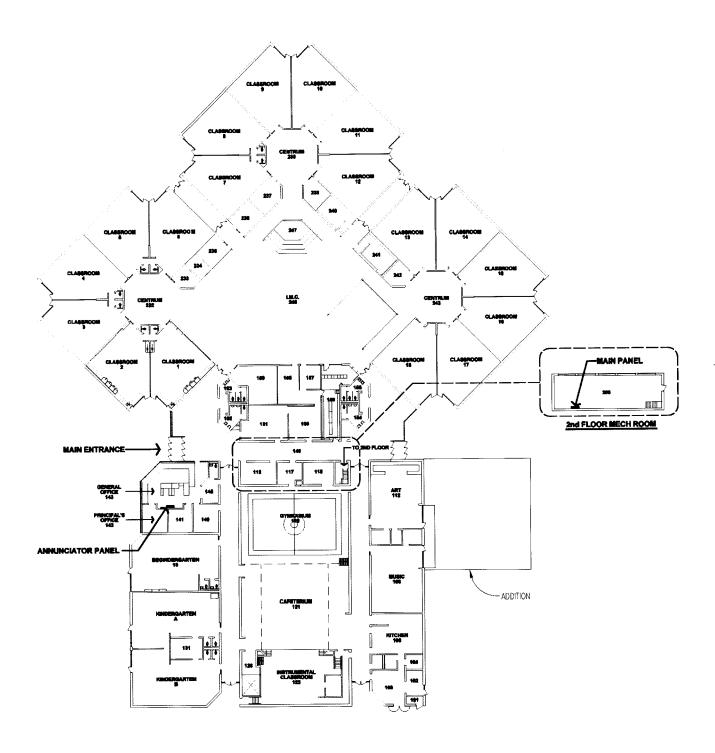
### **Building Size and Age Summary**

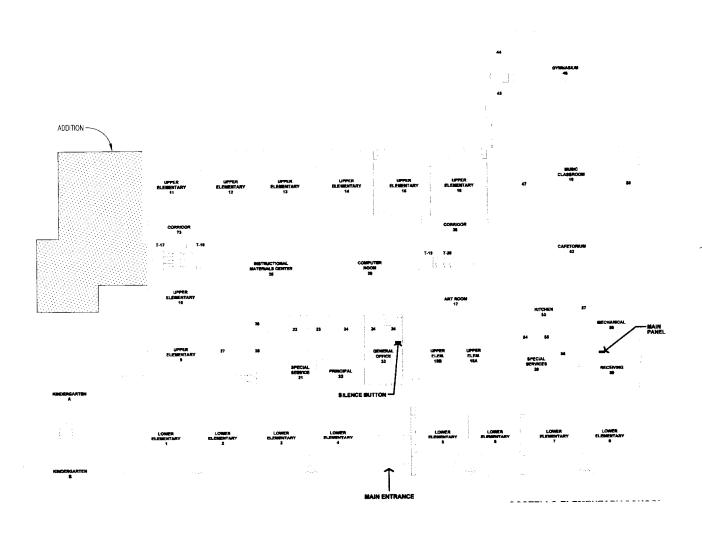
BUILDING NAME	SITE AREA (Acres)	GROSS BUILDING AREA (Square Feet)	NUMBER OF STORIES	DATE OF ORIGINAL CONSTRUCTION	DATES OF ADDITIONS AND ALTERATIONS
Barnard Elementary School	18.0	64,192	1	1978	2007
Bemis Elementary School	15.2	64,192	1	1978	2007
Costello Elementary School	23.0	52,055	1	1972	2007
Hamilton Elementary School	15.0	64,192	1	1983	2007
Hill Elementary School	12.9	54,336	1	1967	1971, 1993, 2006
Leonard Elementary School	16.1	59,220	1	1959	1968, 1994, 2006
Martell Elementary School	14.2	52,799	1	1972	1992, 2007
Morse Elementary School	9.8	54,636	1	1956	1962, 1968, 1994, 2006
Schroeder Elementary School	10.0	61,896	1	1970	1993, 2006
Troy Union Elementary School	21.8	66,929	1	1925	1953, 1970, 1990, 2006
Wass Elementary School	21.4	64,192	1	1978	2007
Wattles Elementary School	19.0	59,150	1	1967	1978, 2007
Baker Middle School	40.0	128,098	2	2006	None
Boulan Park Middle School	16.0	110,830	1	1971	None
Larson Middle School	32,0	110,830	1	1971	None
Smith Middle School	20.1	100,734	1	1967	1973, 1982, 1989, 2007
Athens High School	50.0	398,426	2	1974	1993, 1999, 2006
Troy High School	72.0	343,207	3	1992	2005
International Academy East	Same as Baker	81,311	1	1952	1955, 1967, 1970, 1978, 1980
Niles Center	13.6	39,600	1	1923	1956, 1965, 1976, 1991, 2000
Administrative Building (Board Office)	15.5	12,000	1	1973	1988
Service Building	Same as Baker	29,143	1	2000	None
Transportation	3.9	11,328	1	1964	2007
Maintenance & Operations / Purchasing	1.5	24,696	1	Unknown	None

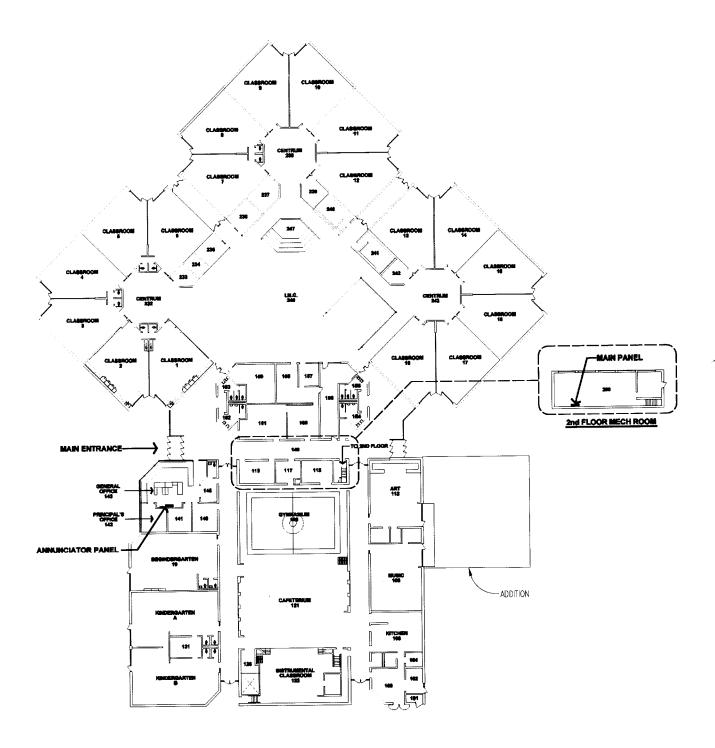
November 13, 2012 1

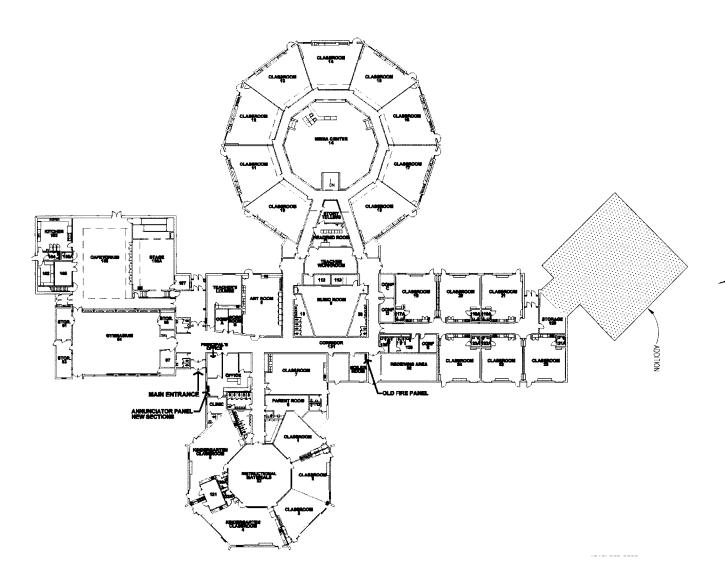


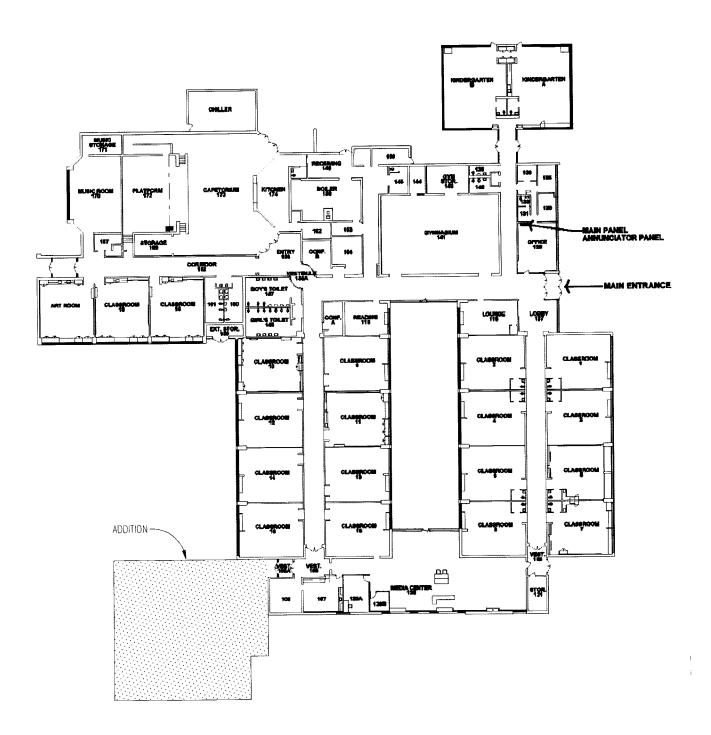
BARNARD ELEMENTARY SCHOOL 3601 Forge Drive - Troy, Michigan 48083 (248) 823-4300



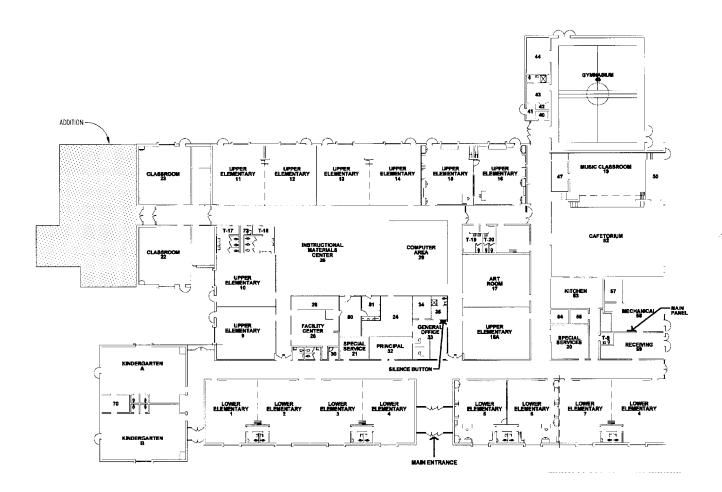


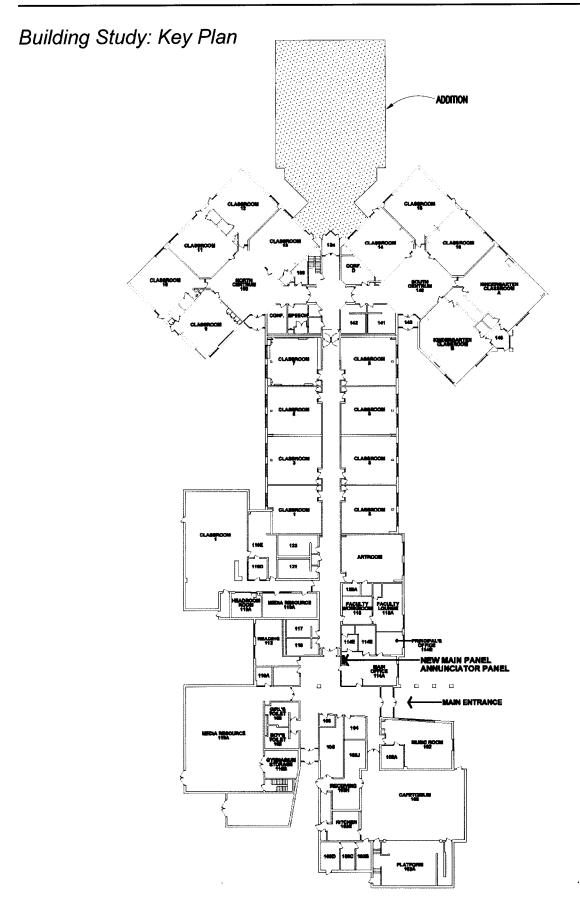


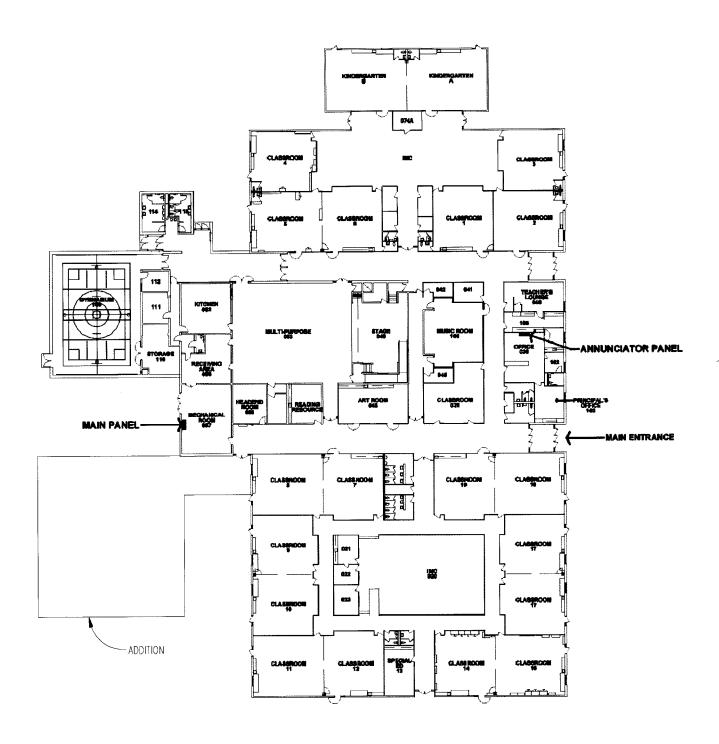


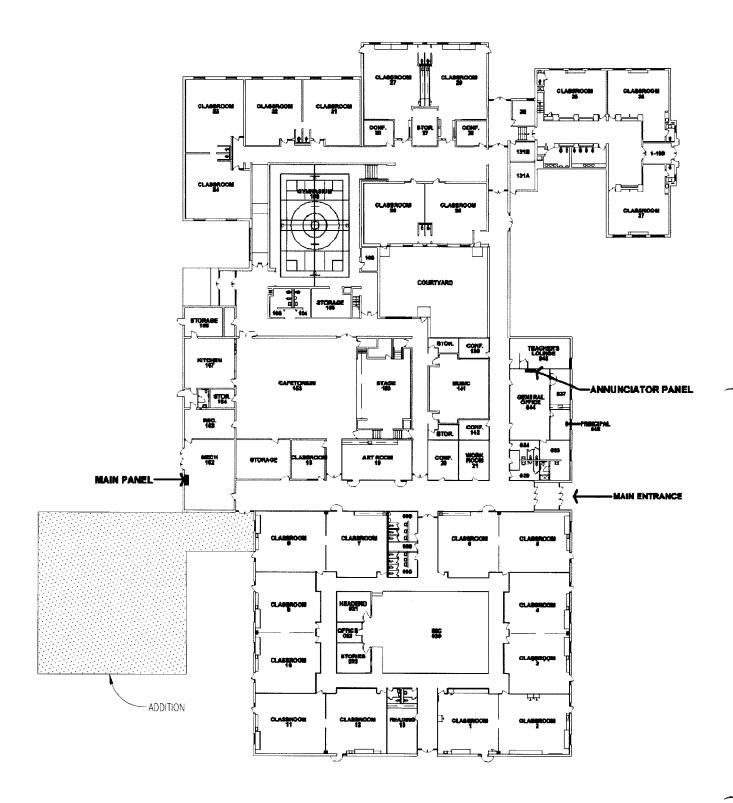


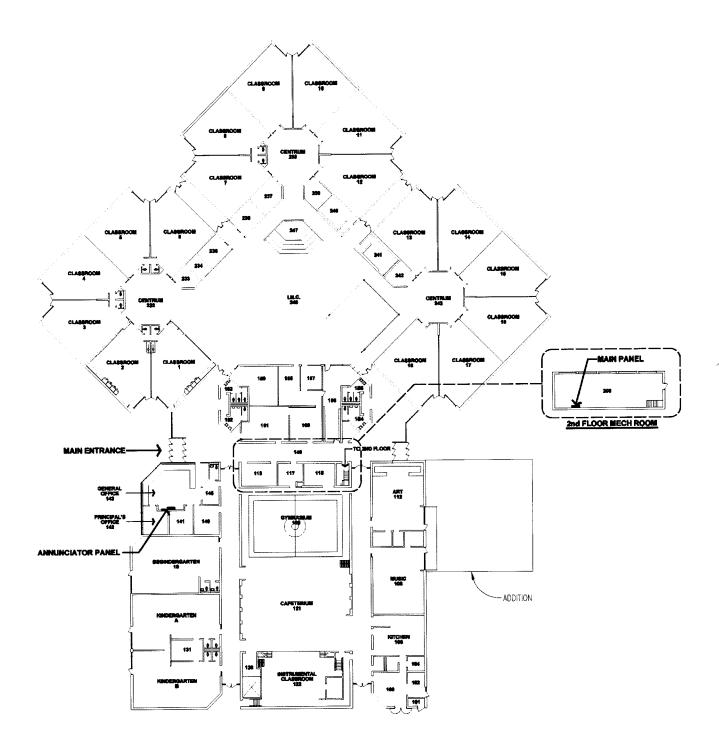
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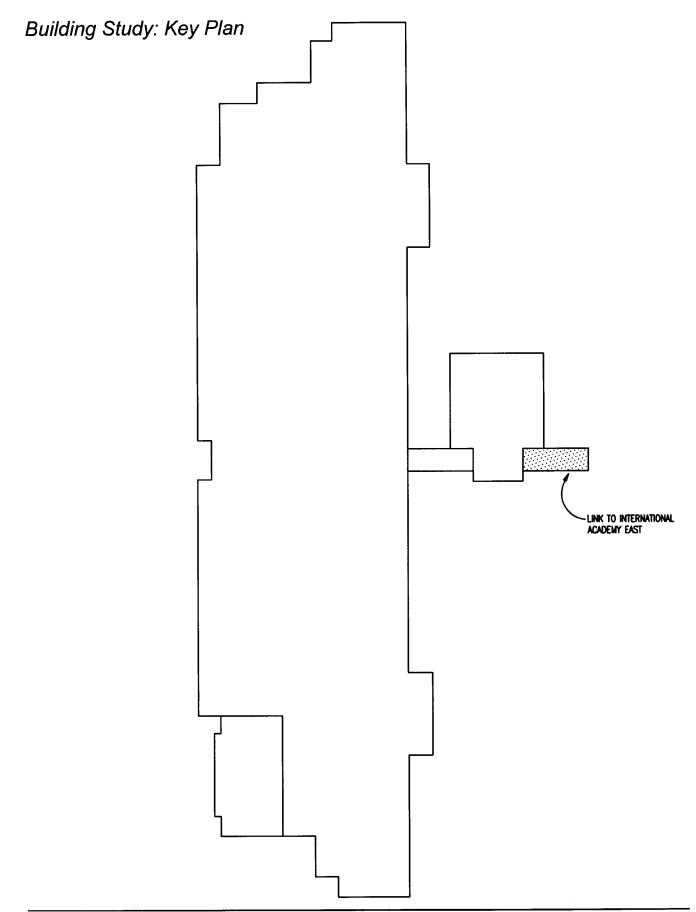


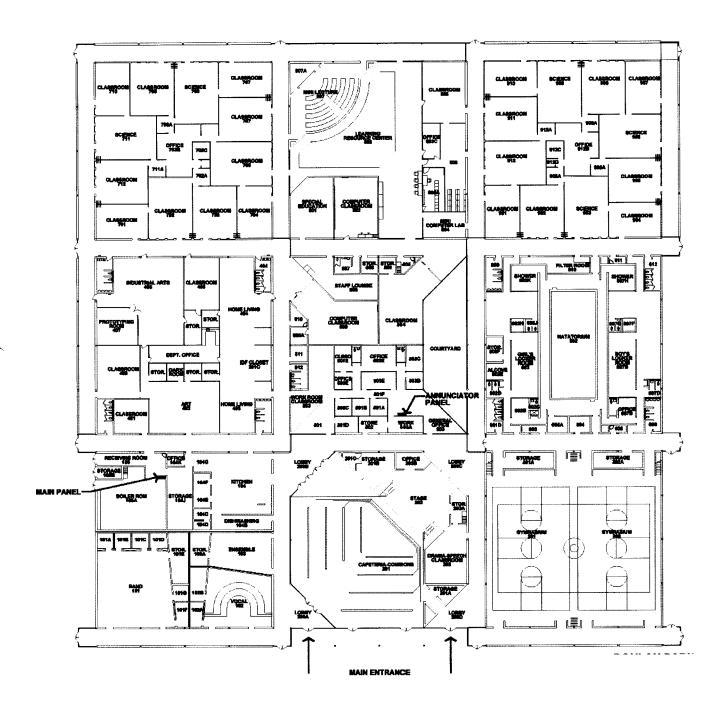




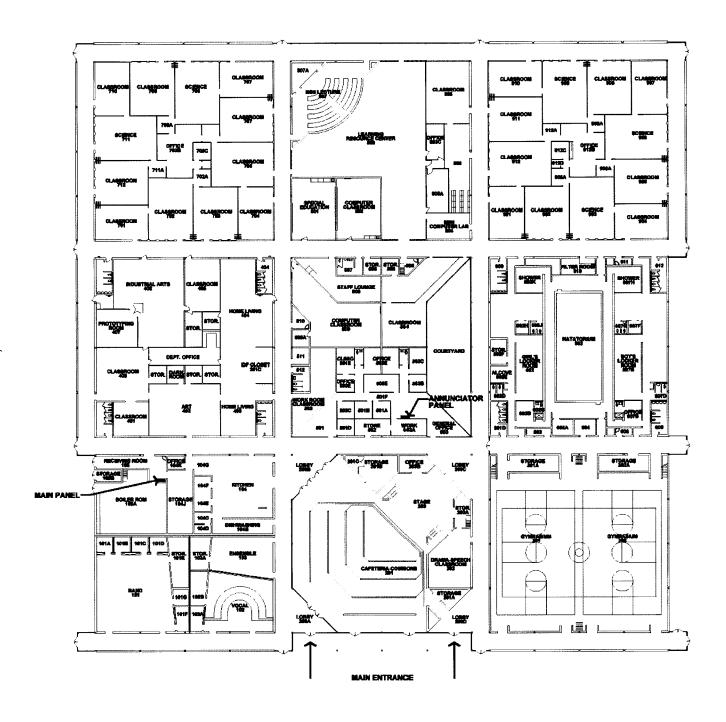








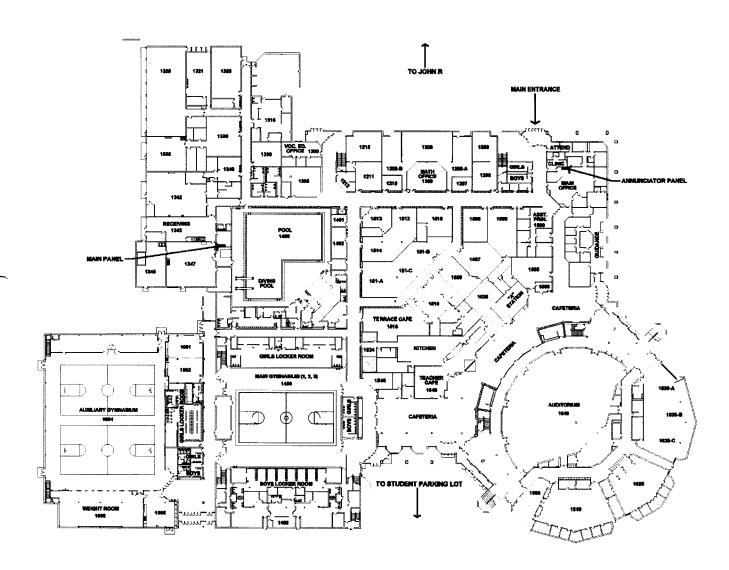
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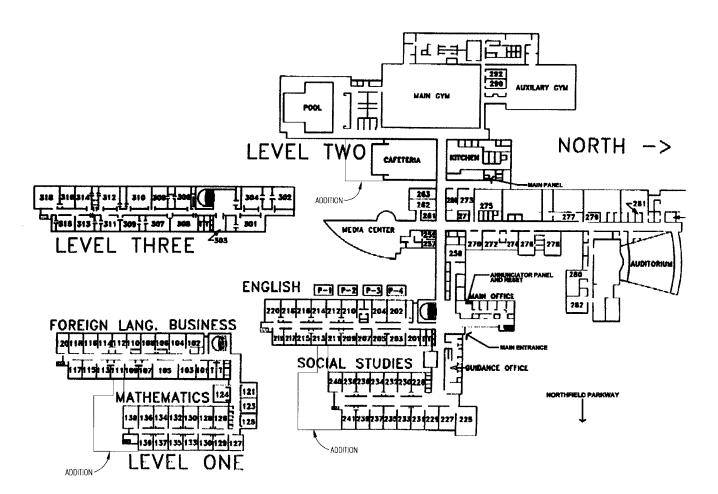
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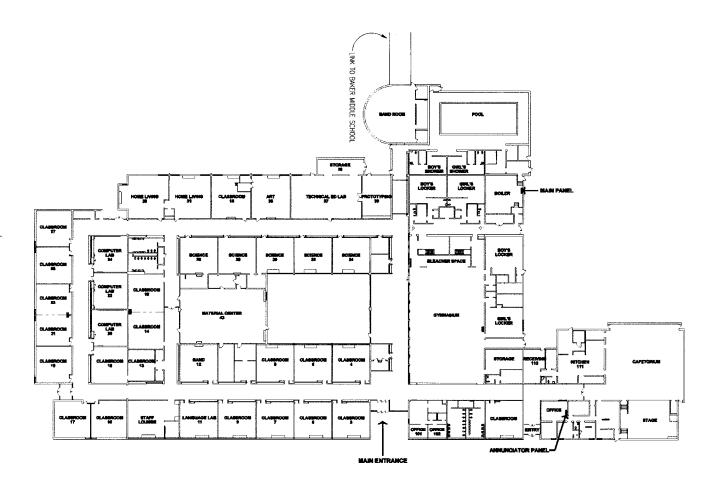


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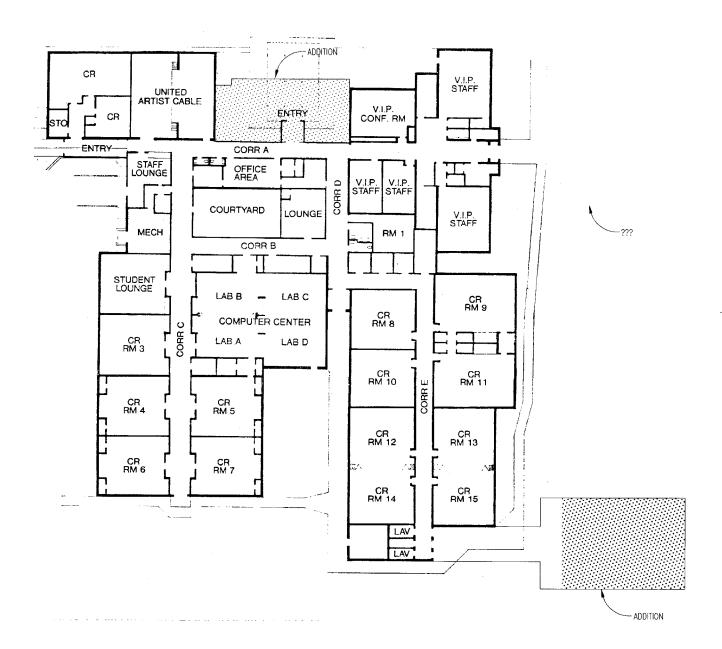


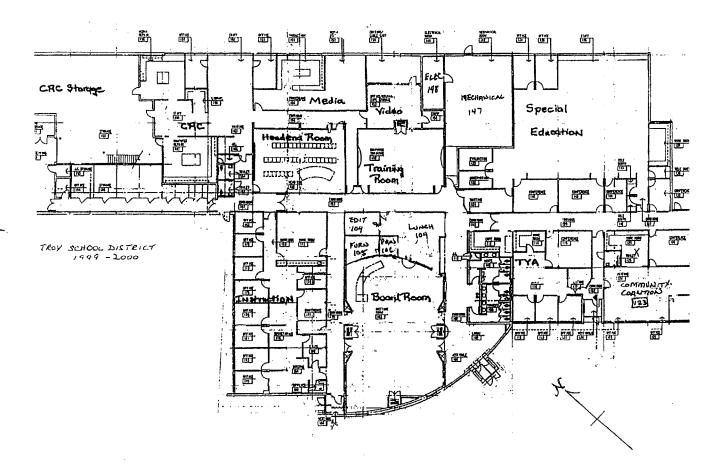
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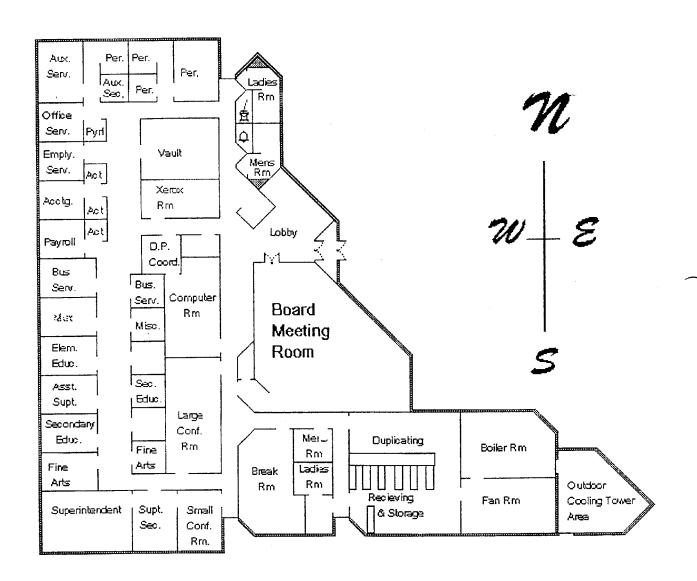


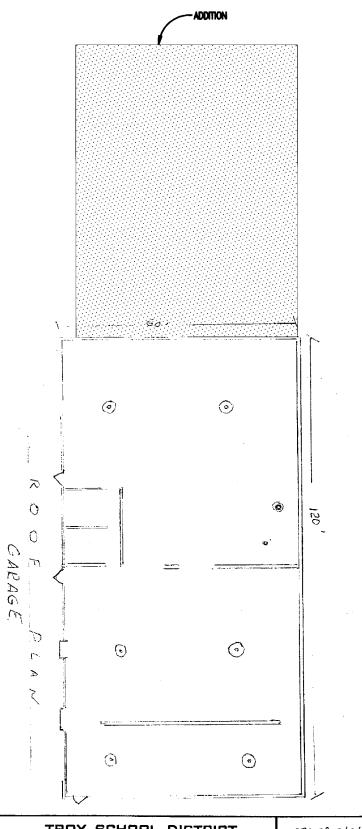


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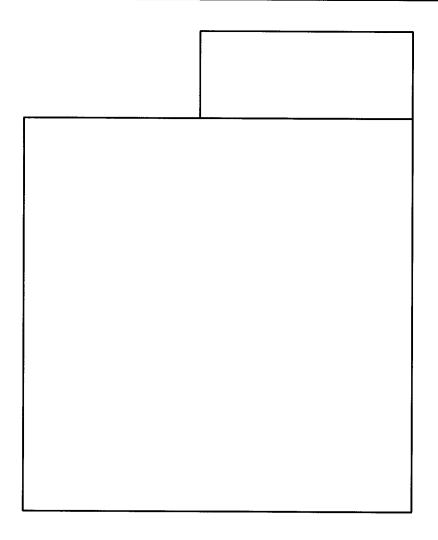








TROY SCHOOL DISTRICT	TRANSFORTA HOW	
	DRAWN	DRAWING NO.
4400 LIVERNOIS TROY, MICHIGAN 48084 689-0600	DATE	





**DUE:** Wednesday, April 1, 2015 @ 2:00 pm **PROPOSAL:** RFP 9807 Environmental Consulting Services

### Proposal Form

We propose to furnish Environmental Consulting Services for Troy School District in accordance with the specifications:

#### Option 1 **Contract Administration** Building Bulk Survey Roofing Sampling Bid Senior Admin/Spec **Project** Asbestos Inspect and Subtotal Cost per Development Mgr Inspection Test PLM Hourly Hourly Lead Schedule by Rate Building Cost **Testing** Material April\May Building Sample Rate Barnard Yes Full Yes 2016 **Bemis** Full Yes Yes 2016 Costello Full Yes Yes 2016 \$ Hamilton Full Yes Yes 2015 \$\_ Hill Full Yes 2016 Yes 2015 Leonard Full Yes Yes Martell Full Yes Yes 2016 Morse Full Yes 2016 Yes \$ Schroeder Full. Yes Yes 2015 \$ **Troy Union** Full Yes Yes 2015 Wass Full Yes Yes 2015 Wattles Full Yes Yes 2015 Baker No 2016 Full No \$ Boulan Park Full No No 2015 \$ Larson Full No Yes 2015 Smith Full Yes Yes 2016 Athens Full Yes Yes 2016 Troy High Full No Yes 2016 \$ **IAE** Full No Yes 2016 \$ Services Full No Yes 2015 Niles Full Yes Yes 2016 Administration Full No Yes 2015 Transportation Full No Yes 2016 **FOP** Full Yes 2016 No Total all Buildings

specifications		Environmenta	l Consulting	g Services	for Troy	School D	istrict in accord	
Option 2	Building Survey		Roofing			Bulk Sampling	Bid	Senior
5	Asbestos Inspection	Lead	Inspect and Test	Schedule	Subtotal	Cost per PLM	Hourly	Project Mgr Hourly
Building	Cost	Testing	Material	April\May	Building	Sample	Rate	Rate
Barnard	Partial	Yes	Yes	2016	\$			
Bemis	Partial	Yes	Yes	2016	\$			
Costello	Full	Yes	Yes	2016	\$		· · · · · · · · · · · · · · · · · · ·	
Hamilton	Full	Yes	Yes	2015	\$			
Hill	Partial	Yes	Yes	2016	\$			
Leonard	Full	Yes	Yes	2015	\$			
Martell	Partial	Yes	Yes	2016	\$			
Morse	Partial	Yes	Yes	2016	\$			
Schroeder	Partial	Yes	Yes	2015	\$			
Troy Union	Partial	Yes	Yes	2015	\$			
Wass	Partial	Yes	Yes	2015	\$			
Wattles	Partial	Yes	Yes	2015	\$			
Baker	Partial	No	No	2016	\$			
Boulan Park	Full	No	No	2015	\$			
Larson	Full	No	No	2015	\$			
Smith	Partial	No	Yes	2015	\$			<u> </u>
Athens	Full	Yes	Yes	2015	\$			
Troy High	Partial	No	Yes	2016	\$			
IAE	Full	No	Yes	2016	\$			
Services	Partial	No	Yes	2016	\$			
Niles	Full	Yes	Yes	2016	\$			
Administratio	n Partial	No	Yes	2016	\$			
Transportation		No	Yes	2016	\$			<u> </u>
FOP	Partial	No	Yes	2016	\$			
			Total all Bui	ldings \$_				
BIDDER'	S FIRM NA	ME						
ADDRES	S							
CITY/ST.	ATE					ZIF		
TELEPHO	ONE NUME	BER				F	AX #	
SIGNED	BY & DAT	Е				T	ITLE	<del></del>
E-MAIL	ADDRESS							

### THREE RECENT REFERENCES, PREFERABLY SCHOOL DISTRICTS:

School District/Company	Person to Co	ntact		Phone	Number
School District/Company	Person to Co	ntact	_	Phone	Number
School District/Company	Person to Co	ntact	_	Phone	Number
EXCEPTIONS TO SPECIFICATIO	NS:				
Interested vendors will note in this saffecting their proposal, understand may be utilized in the evaluation pro-	ling that this addit	ional informa			
BID QUESTIONS					
Acknowledge receipt of Addendums: _					
Do you agree to the schedule and terms	of the schedule?	□Yes □	No		
Bid Bond included?				Yes □No	•
Familial Disclosure Affidavit included	?			Yes □No	,
Iran Linked Business Affidavit include	d?			Yes □No	,
Please state your warranty:				-	
State any prompt payment terms:	%	days.			
Do you conduct background checks on	your employees?		JYes □	No	
Are you on the Excluded Parties List, v contracts, pursuant to the provisions of Yes No Unkn	f 31 U.S.C. 6101, no				
Provide your DUNS number, if you have	ve one:				

#### 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 in Troy Schools Request for Proposals for Environmental Consulting Services, 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 found at <a href="http://www.troy.k12.mi.us">http://www.troy.k12.mi.us</a>.

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.

	Contractor:
	Print Name of Contractor
	Ву:
	Its:
Subscribed and sworn before me, this	Seal:
day of, 20, a Notary Public	
in and for County,	
(C'	
(Signature) NOTARY PUBLIC	
My Commission expires	

### 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.

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	Y OF	_, 20
E-MAIL ADDRESS			



### **RFP 9807**

### **RE:** Environmental Consulting Services

### **ADDENDUM #1 – March 23, 2015**

The Bidding Documents are modified, supplemented or augmented as follows, and this Addendum is hereby made a part of the proposed Contract Documents.

### **Question #1**

For lead based painting testing, page 9 of the RFP, there is no detail provided in the Technical Specifications and Scope of Work.

### Answer #1

Consultant will be responsible for the XRF survey only and will not be for oversight of the contractors(s) to ensure they are following RRP and OSHA guidelines.

### **Question #2**

There are two Proposal Forms, labeled Option 1 and Option 2. The text of the RFP does not state the purpose behind the Option 2 form. Is it to be presumed that Option 2 represents directed testing for asbestos and lead based paint based upon areas of each school which are to be renovated?

### Answer #2

At the time, Option 2 has been eliminated from this RFP. Please ignore the hardcopy handout given in the pre-proposal meeting.

### **Question #3**

If Question 2 is in the affirmative, a scope of renovations will be necessary in order to understand which areas of each school will be impacted. Is a scope of renovations available for review in order to accurately bid Option 2?

### Answer #3

See Answer # 2 above.

### **Question #4**

Under General Conditions, page 7 of the RFP, states that the contract with Troy School District will stipulate consultant to pay for all errors – both redesign and material and labor. Please provide additional clarification regarding errors and omissions, or examples, that the consultant would be financially responsible for?

#### Answer #4

**Errors and Omissions** 

Error: If the omission or incorrect design by the Environmental Consultant causes construction work to be removed or "undone", the design of the remedial work and the actual work is deemed and error and "no value added" and as such would be borne by the Environmental Consultant. The actual abatement related to this is "value added" and would be paid for by the Owner.

Omission: If the Environmental Consultant fails to include an item and determines at a later date it must be added, the Consultant will design that work at no cost to the owner. The "value added portion" of the cost of the work will be borne by the Owner and the remainder by the Consultant.

### **Question #5**

Are there floor plans available that indicate the location to be included in the partial asbestos inspections for each school?

#### Answer #5

See Answer # 2 above.

### **Question #6**

Troy High School (1992), Baker Middle School (2000) and the Service Building (2006), are new construction sites, should these be included in the ACM inspection?

### Answer #6

Yes, all locations should be included the ACM inspections.

### **Question #7**

Are there floor plans available indicating the locations of the child occupied facilities rooms within each building?

### Answer #7

Your Proposal should be for the 'entire building', please refer to the updated Proposal Form attached.

### **Question #8**

Hamilton Elementary (1983), is post-1978 construction, but is listed for lead testing. Should it be included in the listing sites for lead testing?

### Answer #8

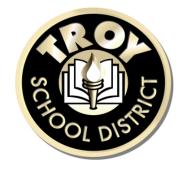
Refer to the updated Proposal Form attached, eliminating lead testing for Hamilton Elementary.

### **Question #9**

Is the senior project manager hourly rate, the rate we can bill for all field and office activities related to the abatement oversight?

### Answer #9

Refer to the updated Proposal Form attached.



**DUE:** Wednesday, April 1, 2015 @ 2:00 pm **PROPOSAL:** RFP 9807 Environmental Consulting Services

**Contract Administration** 

We propose to furnish Environmental Consulting Services for Troy School District in accordance with the specifications:

specifications:			
Option 1			

	D '11'					D 11	Contract 1	Millione	ttion_
	Building					Bulk			
	Survey			Roofing		Sampling		Senior	
							Admin/Spec	Project	Field
	Asbestos		Inspect and		Subtotal	Cost per	Development	Mgr	Tech
	Inspection	Lead	Test		Schedule	by	PLM	Hourly	Hourly
Building	Cost	Testing	Material	April\Mag	y Building	Sample	Rate	Rate	Rate
Barnard	Full	Yes	Yes	2016	\$				
Bemis	Full	Yes	Yes	2016	\$				
Costello	Full	Yes	Yes	2016	\$				
Hamilton	Full	Yes	Yes	2015	\$				
Hill	Full	Yes	Yes	2016	\$				
Leonard	Full	Yes	Yes	2015	\$				
Martell	Full	Yes	Yes	2016	\$				
Morse	Full	Yes	Yes	2016	\$				
Schroeder	Full	Yes	Yes	2015	\$				
Troy Union	Full	Yes	Yes	2015	\$				
Wass	Full	Yes	Yes	2015	\$			·	
Wattles	Full	Yes	Yes	2015	\$			·	
Baker	Full	No	No	2016	\$			·	
Boulan Park	Full	No	No	2015	\$				
Larson	Full	No	Yes	2015	\$			·	
Smith	Full	Yes	Yes	2016	\$			·	
Athens	Full	Yes	Yes	2016	\$			·	
Troy High	Full	No	Yes	2016	\$			·	
IAE	Full	No	Yes	2016	\$			·	
Services	Full	No	Yes	2015	\$				
Niles	Full	Yes	Yes	2016	\$			·	
Administratio	n Full	No	Yes	2015	\$			·	
Transportation	n Full	No	Yes	2016	\$				
FOP	Full	No	Yes	2016	\$				
		Total a	all Buildings		\$				

## RFP 9807 Environmental Consulting Services Tabulation

Vendors	Total All Buildings
Arch Environmental Group	\$ 100,615.00
Environmental Testing & Consulting, Inc.	\$ 105,900.00
Fishbeck, Thompson, Carr & Huber, Inc.	\$ 178,614.00
Nova Environmental, Inc.	\$ 42,920.00
Testing Engineers & Consultants, Inc.	\$ 103,807.00