

REQUEST FOR QUOTATION	<b>TROY SCHOOL DISTRICT</b>  <b>1140 RANKIN, TROY, MICHIGAN 48083</b>  248-823-4052  <b>FAX: 248-823-4077</b>	<b>REQUISITION</b>
No. <b>9533</b>		
DUE DATE NO LATER THAN <b>6-10-08</b> 3 p.m.		<b>DATE</b> 5-27-08

**REQUEST FOR QUOTE – NOT AN ORDER**

THIS FORM MUST BE UTILIZED WHEN RESPONDING TO THIS REQUEST  
BID ENVELOPE ENCLOSED

**THE RFQ NUMBER MUST APPEAR ON ALL QUOTATIONS AND RELATED CORRESPONDENCE, THIS IS NOT AN ORDER**

Quantity	DESCRIPTION	UNIT PRICE	AMOUNT
	Please supply us with your bid to furnish the Troy School District with <b>Painting classrooms at Athens High School</b> as per the following specifications.  Copies of the bid are available at: <a href="http://www.troy.k12.mi.us/purchasing/items_out_for_bid.htm">www.troy.k12.mi.us/purchasing/items_out_for_bid.htm</a>  Bid recaps will be available at: <a href="http://troy.k12.mi.us/purchasing/index.htm">troy.k12.mi.us/purchasing/index.htm</a>  <b><i>FACSIMILE BID IS NOT ACCEPTABLE</i></b>  Bids will not be accepted if submitted after the deadline specified (local time) in the advertisement to bid or in the information to bidders. The late submission of a bid makes the bid nonrepsonsive and is a material defect which shall not be waived by the Board of Education. Delays in the mail will not be considered. All Late bids in the mail will be returned to the bidder unopened.  Proposal for the submission of alternatives by vendors will be accepted and reviewed. However, if any substitution or departure is not clearly noted and described, it will be understood that the bid intends to exactly meet the specifications.  The Board of Education shall be the sole judge as to whether the proposed goods are "equal" or "approved". Quotations must be mailed or delivered to the Purchasing Office, 1140 Rankin, Troy, MI 48083 no later than 3 p.m. on the date shown above. Michigan State Sales and Use Taxes and Federal Excise Taxes do not apply unless otherwise indicated. Exemption certificates will be furnished when necessary. This request imposes no obligations on the buyer. The Board of Education reserves the right to accept or reject any or all bids or to split awards by items or to accept bids, which will best serve the Board of Education.		

**THIS AREA MUST BE FILLED IN**

DELIVERY TIME	PRICES FIRM FOR	NAME OF COMPANY	TELEPHONE NO.
TERMS		NO. & STREET	FAX #
FOB DELIVERED	ALL DELIVERY CHARGES MUST BE INCLUDED IN PRICES SHOWN	CITY, STATE & ZIP CODE	E-MAIL
CONTACT PERSON (PLEASE PRINT)		SIGNATURE	DATE

**Note:** All bidders are specifically reminded that a completed Affidavit of Bidder (Familial Disclosure) MUST be completed and submitted with the bid response. Failure to include a completed copy will be grounds for disqualification of bid. The Affidavit of Bidder is required to be notarized for construction bids only. All others only require completion and signature.

**AFFIDAVIT OF BIDDER**

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Bidder), pursuant to the familial disclosure requirement provided in the \_\_\_\_\_ (the "School District") advertisement for construction bids, hereby represent and warrant except as provided below, that no familial relationships exist between the over(s) or any employee of \_\_\_\_\_ and any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

**BIDDER:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN    )  
  )ss.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_.

\_\_\_\_\_

,Notary Public

\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_

**Troy School District**  
**Bid# 9533**  
**Classroom Painting –Athens High School**

**ADVERTISEMENT TO BID**

The **Troy School District** is seeking bids for interior classroom painting at Athens High School as specified in Bid Package No. 9533. Bid Proposals will be received by the Troy School District, 1140 Rankin, Troy, MI 48098 delivery or mail, to the attention of Frank Lams by 3:00 p.m. local time on Tuesday, June 10, 2008. Proposals must be sealed with Bidder's name on the outside of the envelope and designated as follows:

Sealed Proposal  
Classroom Painting  
Bid Package No. 9533  
Contractor Name, Address, Phone Number

Proposals shall be based on the requirements set forth below .

**BID PACKAGE NO. 9533 CLASSROOM PAINTING**

Accepted Bidders will be required as a condition precedent to award of Contract, to furnish in the amount of 100% of the contract price, satisfactory Performance Bond and Payment bond and Certificates of Insurance as required.

Bid proposals will be publicly opened immediately following receipt of bids by the Troy School District, and evaluated by the District.

**The District shall not open, consider, or accept a Bid Proposal that is received after the date and time specified for bid submission in this Advertisement for Bids.**

Bidding Documents will be available for examination and distribution on or after Tuesday, May 27, 2008. Examination may be made at the following locations:

- Troy School District, Purchasing Dept, 1140 Rankin, Troy, MI 48083

Bid specifications will also be available for free download at the District's website:  
[www.Troy.k12.mi.us/Purchasing/Items\\_for\\_bid.htm](http://www.Troy.k12.mi.us/Purchasing/Items_for_bid.htm)

Bid proposals shall be on forms furnished by Troy School District. Bidders will be required to submit with their Bid Proposals, a notarized Familial Relationship Disclosure Form included within this bid document, a Bid Security by a qualified surety authorized to do business in the State of Michigan where the Project is located, an OSHA Form 300 for the most recent completed year, their worker's compensation Experience Modification Rate (EMR) factor, and any other information required in the Instructions to bidders. Bidder shall not withdraw a Bid Proposal for a period of **forty-five (45) Days** after date for receipt of Bid Proposals.

The successful Bidder(s) will be required to enter into an agreement with Troy School District on the Agreement Form identified. The right to accept or reject any or all Bid Proposals, either whole or in part, to waive any information or irregularities therein and to award the contract to other than the low bidder is reserved by Troy School District.

All Bid Proposals shall be accompanied by the sworn and notarized statement included, disclosing any familiar relationship that exists between the District or any employee of the bidder and any member of the School Board or the superintendent of the School District. Bid proposals that do not include this sworn notarized disclosure statement will not be considered accepted.

**Proposal Submittal:**

All proposals for the work outlined hereunder are due no later than 3:00 pm on Tuesday, June 10, 2008 at the Troy School District's Purchasing Office, 1140 Rankin, and Troy MI 48083. **NO PROPOSALS WILL BE ACCEPTED AFTER THIS TIME.** All proposals **MUST** be in a sealed envelope clearly marked "CLASSROOM PAINTING BID# 9533". Facsimile bids are NOT acceptable.

**END OF ADVERTISEMENT**

# Painting Specification

## Part 1-General

### **1.01 WORK SCOPE**

- A. Provide labor, materials, and equipment necessary to prep, prime and paint classrooms, office spaces, storage rooms and corridors as specified at the following location:
  - o Athens High School  
4333 John R Road  
Troy, Michigan 48085
- B. See attached listing of room numbers.

### **1.02 SCHEDULING**

- A. The completion date for the project is **August 15, 2008**. Start date will be determined based on **final approval received by the Troy School District Board of Education**.
- B. Pre-bid meeting will be held on Thursday, June 5, 2008 at 3:30pm. Athens High School main entrance off of John R. All potential bidders are **STRONGLY** encouraged to attend.
- C. Bidders will **NOT** be allowed into classrooms at anytime when class is in session.
- D. Awarded contractor will be responsible for all field measurements. All Bidders must provide a complete list of materials, quantities and summary of the work that will be performed during each stage of the process. This information will be required as part of the bid package.

## Part 2 - Material

### **2.01 MATERIALS**

- A. Primer – Sherwin Williams Pro-Rite® 200 Interior Latex Primer
- B. Paint – Sherwin Williams ProMar® 200 Interior Latex Finish (Semi-Gloss)
- C. Metal Primer – Sherwin Williams Pro-Cryl™ Universal Water Based Primer
- D. Paint – Sherwin Williams Metalatex® Semi-Gloss Coating
- E. Drywall Compound and Paint-able Chalking.

## Part 3 – Execution

### **3.01 INSPECTION**

- A. Company representative and/or project supervisor (of awarded contractor) will be required to walk the project with Kenneth Miller – Director of Operations or appointed owner representative to review and document any existing damage, discrepancies and/or unsatisfactory conditions that require attention prior to starting that are not associated with the project.

### **3.02 PREP, PRIMER & PAINT APPLICATION**

- A. Pole sand and/or hand sand to remove irregular texture on all surfaces scheduled to be painted. Awarded contractor must use the proper grade of sand paper designed for gypsum board, galvanized metal, steel and/or block surfaces as applicable.
- B. Patch holes and dents in drywall. Fill holes in block walls.
- C. Prime wall surfaces as specified prior to painting with one coat of Pro-Rite® 200 Interior Latex Primer and door frames with one coat of Pro-Cryl™ Universal Water Based Primer. Awarded contractor must insure all surfaces are prepared properly before applying the primer.
  - Prime surfaces behind movable equipment and furniture same as similar exposed surfaces.
  - Prime front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- D. Paint wall surfaces as specified with 2 coats of ProMar® 200 Interior Latex Finish (Semi-Gloss) – **SW6126 Navajo White**. Paint door frames with two (2) coats of Metalatex® Semi-Gloss – **SW6103 Tea Chest**.
  - Apply paints according to manufacturer's written instructions.
  - Use applicators and techniques suited for paint and substrate indicated.
  - Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surfaces imperfections. Cut in sharp lines and color breaks.
- E. Awarded Contractor must take appropriate measures to avoid covering any fire rating tag wherever encountered.
- F. Awarded contractor must provide a copy of the Material Safety Data Sheet's (MSDS) for each product utilized as part of the bid package and a set must be posted during the project at the job site.

### **3.03 SAFETY GUIDELINES**

- A. It is recommended that potential bidders walk the site to verify scope of work. During normal school hours all bidders will be require to check in with the main office after first receiving approval from the Director of Operations.
- B. Contractor must maintain a safety zone around areas being serviced at all times.
- C. Awarded contractor will be required to check with the Director of Operations prior to the start of this project for approval to store or create a staging area for all equipment and/or materials.
- D. The contractor will be solely responsible and abide by all federal, state, and local laws pertaining to the safety of all employees and observers and will maintain workers compensation as required.

### **3.04 QUALITY ASSURANCE**

- A. Work areas must be kept safe, clean and organized at all times.
- B. Contractor will be responsible for any and all damage caused during the removal, installation and/or staging process.
- C. Hours of work will require prior approval from the Director of Operations and are based on the City of Troy local code guidelines.

### **NOTES TO BIDDERS:**

Electronic copies of CAD drawings of the requested work will not be provided by District for contractor's usage in preparing submittals.

Bidder has carefully read, reviewed and understands the bidding Documents and its bid Proposal is made in accordance therewith.

Bidder's Bid Proposal is based upon the materials, systems and equipment required by the Bidding Documents without exception.

Bidder certifies that it has examined the Project site, has carefully reviewed the Bidding and Contract Documents, has compared its examination of the Project site with the Bidding and Contract Documents, including the Drawings and Specifications, and is satisfied as to the condition of the Project site, any surface or subsurface obstruction, removal and demolition measurements and quantities involved in the Work, and is familiar with conditions of the Project area, and has taken account of all of these factors in preparing and presenting its Bid Proposal. Bidder further certifies that is has fully acquainted itself with the character and extent of the District' and other contractor's operations in the area of the Work, and it has taken account of coordination of operations of others its construction plans set forth in the Bid Proposal. No change orders will be issued to the **Contractor**, for, or on account of, costs or expenses occasioned by its failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the **Contractor**, or on account of interferences by the District or other contractor's activities.

The Bidder, by submitting its bid Proposal, represents that it has carefully reviewed the project schedule, along with the related specifications and acknowledges that these are acceptable and have been taken into account in preparing its Bid Proposal.

Bidders may obtain Bidding Documents pursuant to the requirements in the **Advertisement to Bid**.

Bidders shall use complete sets of bidding Documents in preparing bid Proposals. The District shall not be responsible for errors, omissions or misinterpretations resulting from the bidder's use of partial sets of Bidding Documents.

Copies of the bidding Documents are being made available on the above terms for the purposes of obtaining Bid Proposals for the Work only. Bidders shall not use the bidding Documents for any other purpose. The District does not warrant the completeness of the Bidding Documents.

The Contractors shall be responsible to review bid Documents before start of construction and bring any items that could be considered errors or omissions to the attention of the District. Any error omission items discovered after start of construction shall be the responsibility of the Contractor if determined to be reasonable by the District.

Bidder shall promptly notify the District of all ambiguities, inconsistencies, or errors that it may discover upon examination of the bidding Documents or upon examination of the Project site and local conditions.

Bidders requesting clarification or interpretation of the bidding documents shall make a written request, which shall reach the District at least five (5) days prior to the date for receipt of Bid Proposals. Direct all questions to:

Troy School District  
Purchasing Department  
1140 Rankin Street  
Troy, MI 48083

Any Interpretation, correction, or change of the Bidding Documents will be made by Addendum, Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and changes. Addenda will be mailed, faxed or delivered to all who are known to have received the Bidding Documents. Copies of any addendums will also be posted on the District's Purchasing website for free download.

No addenda will be issued later than **three (3)** days prior to the date for receipt of Bids except an Addendum withdrawing the request for bid Proposals.

Each Bidder shall ascertain prior to submitting its bid Proposal that it has received all Addenda issued, and it shall acknowledge its receipt in the proper location on the bid Proposal.

**Troy School District** shall be allowed a period of **forty-five (45)** Days after date of receipt of the Bid Proposals to exercise the right to accept or reject any or all Alternates submitted on the Bid Proposal.

Successful Bidder shall perform all Work required for complete execution of accepted Alternates, and the Bid Proposal shall include all overhead and profit for the Work required.



All Bid Proposals must be based upon the Contract documents. In addition to a Base bid Proposal, the submission of voluntary alternates is acceptable and encouraged.

If a voluntary Alternate is submitted for consideration, it shall be expressed on the bid form as an add or deduct amount from the Base Bid. If a voluntary Alternate is submitted, the Bidder shall also submit sufficient information in the form of drawings, specifications, test data, delivery dates, scheduling issue considerations, and all other information necessary and sufficient for analysis of the Alternate. The District reserve the right to unilaterally accept or reject voluntary Alternates and to determine if the voluntary Alternates will be considered in the awarding of the Agreement.

Bidders must provide minimum of three (3) references for projects of similar size and scope. Bidders understand that District may contact any/all of these references prior to award of bid.

Successful Bidders shall perform all Work required for complete execution of accepted Unit Prices, and such Unit Prices shall include all overhead and profit for the Work required.

This Project is subject to state Sales Tax and/or Use Tax and the Bidder's Bid Proposal shall include all applicable sales and use tax.

All bidders shall ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, age, marital status, sexual orientation or disability and in conformance with local, state and federal laws, regulations and ordinances.

**Bid Proposals shall be submitted in duplicate on the bid Proposal Form included.**

All blanks on the Bid Proposal Form shall be filled.

Where so indicated by the makeup of the Bid Proposal Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

All interlinear marks, alterations or erasures shall be initialed by the signer of the Bid Proposal.

All requested Alternates and/or Unit Prices shall be bid. A dollar amount of each Alternate and/or Unit Price in both words and numerals, even if the amount is \$0.00, shall be included. Terminology such as "No Bid", "Not Applicable", "No Change" or "Does Not Apply" shall not be used. If the Alternate and/or Unit Price do not apply to the bidder, an amount of \$0.00 shall be included.

Each copy of the bid Proposal shall include the legal name of the bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by a person or persons legally authorized to bind the Bidder to a contract of the size and scope of the Agreement. A Bid Proposal by a corporation or LLC shall further indicate the state of incorporation or registration. A Bid Proposal submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the bidder.

The Work of an individual Bid Category described in these documents is the sole responsibility of the successful Bidder that Bid Category. Bids will only be accepted on the full scope of Work outlined by this Bid package/Bid Category.

Each Bid Proposal received shall be in strict conformity with requirements of the bidding Documents, including, but not limited to, the Description of the Work/Special Provisions, Work Scopes and Scheduling information.

Bid security in the form of a bid bond issued by a qualified surety, certified check or casher's check in the amount of five percent (5%) of the Base bid amount will be required, at the time of submission of the Bid Proposal. Bid bonds, shall be duly executed by the Bidder, as principal and by a surety that is properly licensed and authorized to do business in the state in which the Work is to be performed.

All sureties providing bonds for the Project must be listed in the latest version of the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", with the bond amount less than or equal to the underwriting limitation, and/or have an A.M. best rating of A-or better.

Bid bond shall pledge that the Bidder, with the understanding that if its Bid Proposal is accepted, will enter into the Agreement with the **Troy School District** for any of the bid Category (ies) accepted from its Bid Proposal and will, if required, furnish performance and payment bonds covering the faithful performance of the Agreement and payment of all obligations arising there under. The attorney-in-fact, who signs the surety bond, must submit along with the bond, a certified and effectively dated copy of his/her power of attorney.

Bid bond from AIA Document A301 is approved for use on the Project.

The bid security obliges shall be **Troy School District** and the amount of the bid security shall become **their** property in the event that the Bidder fails, within **Ninety (90)** days of notice of award or receipt of the Agreement form, to execute the Agreement and deliver the performance and payment bonds as described. In such case, the bid security shall be forfeited to **Troy School District** as liquidated damages, not as a penalty.

The District will have the right to retain the bid security(ies) of Bidders to whom an award is being considered until either (1) the Agreement has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bid Proposals may be withdrawn, or (c) all bid proposals have been rejected.

Bid security will be returned to successful Bidders after the Agreement has been executed and acceptance of required performance and payment bonds. The bid security of Bidders that are not under consideration for award of the Agreement will be returned to those bidders.

All copies of the Bid Proposal, the bid security and any other documents required to be submitted with the Bid Proposal shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, if applicable, the designated portion of the Work for which the Bid Proposal is submitted. If the Bid proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face of the envelope.

Bid Proposals shall be deposited at the designated location prior to the time and date for receipt of Bid Proposals indicated in the **Advertisement to Bid**. Bid Proposals received after the date and time for receipt of bids will be returned unopened.

The bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bid Proposals.

**Oral, telephonic, facsimile, emailed, or telegraphic Bid Proposals or bid securities are invalid and will not receive consideration.**

A Bid Proposal may not be modified, withdrawn or canceled by the bidder after the stipulated time period and date designated for the receipt of Bid Proposals, and each bidder so agrees in submitting its Bid.

Prior to the time and date designated for receipt of Bid Proposals, and Bid Proposal submitted may be modified or withdrawn by notice to the party receiving bid Proposals at the place designated for their receipt. Such notice shall be in writing over the signature of the Bidder.

Withdrawn Bid Proposals may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these instructions to Bidders.

Bid Proposals received on time will be opened publicly.

Bid Proposals shall be held open and irrevocable for **Forty-five (45) Days** after the date of receipt of bids.

**Troy School District** shall have the right to reject any or all Bid Proposals and to reject a Bid Proposal not accompanied by the required bid security or by other information required by the Bidding Documents, or to reject a bid Proposal which is in any way incomplete or irregular.

Bid Proposals are considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:

1. If Bid Proposal Form furnished is not used or is altered.
2. If there are unauthorized additions, qualified or conditional Bid Proposals or irregularities of any kind which may make the Bid Proposal incomplete, indefinite, or ambiguous as to its meaning.
3. If Bidder adds any provisions reserving right to accept or reject any award, or enter into the Agreement pursuant to an award.
4. If Unit or Lump Sum prices or Alternates contained in the Bid Proposal are obviously unbalanced either in excess of, or below, reasonable cost analysis values.
5. If Bidder fails to complete the Bid Proposal Form where information is requested so the Bid Proposal form cannot be properly evaluated.
6. Bidder is deemed to not be the Lowest Responsive, Responsible Bidder by definition and prevailing statutes.
7. Bidder does not submit with its Bid Proposal a sworn and notarized statement of Familial Disclosure.

It is the intent of the **Troy School District** to award the Agreement to the Lowest Responsive and Responsible Bidder provided the Bid Proposal has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. **Troy School District** shall have the right to waive any informality or irregularity in any Bid Proposal received and to accept Bid Proposals, which in its judgment, are in its own best interest which includes not awarding to the low bidder. **Troy School District** reserves the right to reject any Bid Proposal in its sole discretion except where otherwise provided by law.

**Troy School District** shall have the right to accept Alternates in any order or combination and to determine the low bidder on the basis of the sum of the base bid, Voluntary Alternates, and Alternates accepted.

To the extent that these instructions to Bidders and applicable public bidding laws, rules, regulations or ordinances conflict with each other, the provisions of the applicable bidding laws, rules, regulation or ordinances shall govern.

After the bids are received tabulated, and evaluated, the apparent low bidders if so requested by the District and/or Architect shall meet with the Architect at a post-bid meeting for the purpose of determining completeness of scope and any contract overlaps or omissions. If requested, the Bidder shall submit additional qualification forms or other information as required in the instructions to Bidders. The bidder will provide the following information at the post-bid meeting:

1. Designation of the Work to be performed by the Bidder with its own forces including manpower for the **Contractor** and that of its Subordinate Parties.
2. Detailed cost breakdown of the Bidder's Bid Proposal including labor, equipment and material unit prices.
3. A list of names of the Subordinate Parties proposed for the principal portions of the Work.
4. The proprietary names and suppliers of principal items of systems of materials and equipment proposed for the Work.
5. The names and backgrounds of the Bidder's key staff members including superintendent and assistants. Bidder shall be requested to establish the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the bidding Documents.
6. Commitment to construction schedules, identification of items requiring long lead deliveries and manpower information.

## **PERMITS:**

**Contractor** shall provide and pay for all permits, assessments, governmental fees, bonds, connection charges, licenses and inspection fees and any other charges necessary for the proper execution and completion of the **Contractor's** Work.

**Contractor** is to provide, pay for and coordinate all other permits, fees, inspections, and city, county, state, federal and governing authority approvals required for the successful completion of the Work.

## **PERFORMANCE BONDS AND PAYMENT BONDS**

Troy School District will, require Contractor to furnish a Performance Bond and a Payment Bond, in amounts equal to the Agreement price, by a qualified surety naming the Owner as Obligees.

All Sureties providing bonds on this Project must be listed in the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" with the bond amounts less than or equal to the underwriting limitation indicated in the Circular, and/or must have A. M. Best rating of A – or better. Bonds shall be duly executed by the Contractor, as principal, and by a surety that is licensed in the state in which the Work is to be performed.

The Contractor shall deliver the required bonds to Troy School District to execution of the Agreement. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder, at a minimum shall submit evidence to the satisfaction of Troy School District that such bonds will be furnished prior to commencement of on site Work. In no event may the Contractor commence on-site Work without the required bonds properly issued and delivered.

Performance Bond and Payment Bond form AIA Document A312 (1984 Edition) must be used for this Project.

The Bidder's proposed surety must be acceptable to the Owner. If, at any time, after acceptance of the **Contractor's** bonds, the surety fails to meet the criteria stated in the paragraph above, the **Contractor** must, as a precondition to continuing Work and receiving further payments, replace the bonds with bonds from a surety that meets the stated criteria.

The Performance and Payment bond penal sums (i.e. the Agreement price) must be listed as a separate line item in the schedule of values.

In the event of a Change Order to the Agreement that increases the Agreement price, the penal sum of any required Performance and Payment Bonds shall also be increased so that each penal sum equals the adjusted Agreement price, or such other percentage of the Agreement price. Owner shall have the right to request submission of bond riders, issued by the original qualified surety, evidencing that such increase to the penal sum of the bonds has been accomplished. Notwithstanding the foregoing, in the next pay application after the Agreement price has been increased by twenty-five percent (25%) or more, as a condition precedent to payment, Contractor shall deliver a bond rider issued by the original qualified surety evidencing that the appropriate increase in penal sums has been accomplished.

**INSURANCE:**

As a condition of performing work under this Project, Contractor will keep in force, at all times during performance of the Work, policies of insurance covering all Basic Insurance Requirements and any applicable Supplemental Insurance Requirements. The requirements identified below are minimum requirements. If the Agreement or other Contract Documents impose additional or higher standards. Contractor shall meet those as well. Where a Controlled Insurance Program (“CIP”) is specified in the Contract Documents, these insurance requirements shall not apply to coverage’s supplied by the CIP, but shall apply to coverage’s which Contractor is required to carry outside the scope of the CIP.

**Basic Insurance Requirements**

Workers’ Compensation covering Contractor’s statutory obligations in the State(s) in which the Work is to be performed or Federal statutory obligations, if applicable to the Project and Employers’ Liability insurance with minimum limits of liability of \$1,000,000 per accident. Where applicable, a US Longshore and Harborworker’s Compensation Act endorsement must be included.

If Contractor employs the services of leased employees for the Work or for a portion of the Work, it will be required to submit evidence, to the satisfaction of the Troy School District, that such leased employees are fully covered by the minimum limits of Workers’ Compensation and Employers’ Liability Insurance. Such evidence shall include, but not be limited to, submission of the applicable leasing agreement.

Automobile Liability insurance with the minimum limit of \$1,000,000 per accident covering Contractor’s owned, non-owned and hired automobiles.

Commercial General Liability Insurance written on the 1988 ISO OCCURRENCE policy form or subsequent versions with the minimum limits of liability as follows:

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

This coverage shall include coverage for premises-operations, independent contractors’ protective products and completed operations, personal injury and broad form property damage (including coverage for explosion, collapse, and underground hazards), and Contractual Liability protection with respect to Contractor’s indemnification obligations under the Contract Documents. Products-completed operations coverage must be maintained for at least two years after final completion of the Project.

## **General Provisions**

Every policy must be written by an insurance company licensed in the state of Michigan and is reasonably acceptable to the Troy School District. For Employer's Liability, Commercial General Liability and Automobile Liability may be attained by a combination of an underlying policy with an umbrella or excess liability policy.

The Troy School District shall be endorsed as additional insured's on Contractor's liability insurance (including general liability, excess liability, automobile liability and pollution liability, where applicable, with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage provided by the additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional insured, Form B CG 20 10 11 85 or CG 20 26 11 85. Forms that do not provide additional insured status for completed operations will not be accepted.

Contractor will furnish, before any work is started, certificates of insurance showing the required coverage's Receipt by Troy School District of a non-conforming certificate of insurance without objection, or Troy School District's failure to collect a certificate of insurance, shall not waive or alter Contractor's duty to comply with the insurance requirements. Modifications to these insurance will not be effective unless made in a writing executed by an authorized representative of the Troy School District. Upon written requested by Troy School District. Contractor will provide copies of its insurance policies.

Evidence of the required insurance is to be provided to Troy School District on ACORD Certificate Form 25-S and must indicate:

Any coverage exclusions or deviations from the 1988 ISO commercial general liability form or subsequent versions.

Best's rating for each insurance carrier at A minus VII or better.

That the issuing insurance company will provide thirty (30) days written notice of cancellation to the certificate holder and the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" do not apply or have been removed.

That additional insured endorsements have been provided as required under the Contract Documents.

Any deductibles over \$10,000 applicable to any coverage.

All coverage must be primary and not excess over or contributory with any other valid, applicable and collectible insurance in force for Troy School District, or other insured's.

Contractor will provide full coverage for all of Contractor's equipment, property and tools used in the Work.



Contractor shall waive, and shall require (by endorsement or otherwise) its insurers providing the coverage required by these insurance requirements to waive, subrogation rights against Troy School District, and all other additional insured's for losses and damages incurred and/or paid under the insurance policies required by these insurance requirements or other insurance applicable to Contractor or its Subordinate Parties, and will include this same requirement in contracts with its Subordinate Parties. If the policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of each policies will cause them to be so endorsed.

Contractor will send or fax a copy of these insurance requirements to its agent when an insurance certificate is requested to assure that the policies comply with the insurance requirements.

If Contractor requires its Subordinate Parties to provide additional insured endorsements in favor of Contractor, those endorsements shall be extended to Troy School District and all other required additional insured's.

Contractor's duty to provide the insurance coverage set forth in these insurance requirements is a severable obligation from Contractor's indemnification obligations under the Contract Documents. Nothing in these insurance requirements shall be deemed to limit Contractor's liability under the Agreement.

**Temporary Security and Controls:**

Contractor is required to enclose worksite consisting of area around contractor's equipment and potential debris field (including waste hauling container). Contractor is required to establish safety barrier to ensure non-accessibility by unauthorized personnel both during construction and after hours. Barrier should also include appropriate signage.

**Temporary Fire Protection:**

Contractor shall maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fires losses. Such measures must include; Prohibiting smoking by all personnel on school grounds; supervise welding and/or cutting operations and similar sources of fire ignition; provide temporary fire extinguishers during all welding and/or cutting operations.

## Athens High School

Location	# Doors	SQFT	Notes
1215	2	990	
1211	2	735	
1210	2	268	
1208	4	3,363	Classroom / Computer Lab
1207	1	265	
1206	1	712	
1200	1	700	
1506	3	1,285	
Storage	2	242	Off of Classroom 1506
1510	2	873	
Storage	1	182	Off of Classroom 1510
1512	3	698	
151 B	2	950	
1509	2	850	
1505	3	995	
1528	3	884	
Café	2	568	
151 A	1	1,012	
1514	1	831	
2102	1	690	
2104	1	695	
2106	1	690	
2108	1	690	
2107	4	550	
2112	2	120	Office Space
2113	2	126	Office Space
250 L	1	737	
250 Hall	10	1,806	
250 F	1	675	
250 I	1	746	
2502	1	719	

2503	2	772	
2504	2	660	
2505	2	696	
2523	1	370	
2522	1	699	
2524	1	697	
2525	1	597	
251 Hall	6	1,165	
251 A	1	859	Sound Panel Wall (1) Do not Paint
251 C	1	856	Sound Panel Wall (2) Do not Paint
251 D	1	858	Sound Panel Wall (1) Do not Paint
251 E	1	680	
251 F	1	674	

**Troy School District**  
**Bid# 9533**  
**Classroom Painting –Athens High School**

Total Cost to prep, prime and paint all classrooms as specified  
(including all labor, materials, bonds, etc.)...\$ \_\_\_\_\_

_____	_____
<b>Company</b>	<b>Representative</b>
_____	_____
<b>Street</b>	<b>Phone #</b>
_____	_____
<b>City, State, Zip</b>	<b>Fax #</b>

**Troy School District**  
**Bid# 9533**  
**Classroom Painting –Athens High School**

**REFERENCES:**

Company: \_\_\_\_\_  
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**Troy School District  
Classroom Painting – Athens High School  
Bid #9533**

Seven Brothers Painting	\$ 20,144.00
NuCore Construction Services	23,600.00
Martin Painting Inc.	27,720.00
Forest Painting Inc.	28,000.00
Lark Painting	28,400.00
Nitro Painting	28,950.00
Hermes Painting Co.	38,100.00
Progressive Painting Inc.	47,900.00

J.P. Painting Co. – Disqualified (No Bid Bond Included)  
Somerset Painting – Disqualified (No Bid Bond Included)  
G.M. Painting – No Response  
United Painting – No Response  
V & N Painting – No Response  
Kern Enterprises – No Response  
Niles Construction Services – No Responses