

Project Manual

**Troy School District RFP Number 2324 -13
2024 Athens High School & Baker Middle
School Troy, MI**

Date: January 12, 2024

Issued for: Construction Documents

Owner: Troy School District

**4400 Livernois Road
Troy, MI 48098**

Landscape Architect: Foresite Design, Inc.

**3269 Coolidge Highway
Berkley, MI 48072
Phone: 248-547-7757
Email: mike@foresitedesign.com**



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ATHENS HIGH SCHOOL & BAKER MIDDLE SCHOOL

**TROY SCHOOL DISTRICT
ADVERTISEMENT**

The Board of Education of Troy School District will receive sealed Proposals for:

**RFP NUMBER 2324-13 – 2024 ATHENS HIGH SCHOOL AND BAKER
MIDDLE SCHOOL ATHELTIC RENOVATIONS**

Sealed proposals should be submitted through [Buildingconnected.com](https://app.buildingconnected.com) with the following link: <https://app.buildingconnected.com/public/5cc9d7f637c1a90018cb55dc>. No physical bids will be accepted in person or via delivery service. Bids are to be submitted no later than **11:00 AM Local Time Monday, January 29, 2024**. The District will not consider or accept a bid received after the date and time specified for bid submission. Bids will be publicly opened immediately following the close of receiving bids with the following virtual meeting link: meet.google.com/twp-kjtg-msc or phone number **(573) 343-8191** **PIN: 200 344 363#**. No oral, email, telephonic, or telegraphic proposals shall be considered.

Each Proposal must be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the contractor and any member of the Board of Education or the Superintendent of Troy School District. The Board of Education will not accept a Proposal that does not include this sworn and notarized disclosure statement.

Each Proposal must also be accompanied by a sworn and notarized statement certifying that the contractor is not an Iran Linked Business. The Board of Education will not accept a Proposal that does not include this sworn and notarized statement.

Troy School District's Board of Education reserves the right to accept or reject any and all Proposals, either in whole or in part, to waive any informalities or irregularities therein, or to award the contract to other than the contractor(s) submitting the best financial Proposal (low bidder), in its sole and absolute discretion.

Additional bid information can be found at www.troy.k12.mi.us/

TROY SCHOOL DISTRICT

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**REQUEST FOR PROPOSALS
FOR**

Athens High School & Baker Middle School Athletic

Renovations RFP #2324-13

TROY SCHOOL DISTRICT
Attention: Jennifer Vente
Administration Building
4400 Livernois Road
Troy, Michigan 48098
Telephone: (248) 823-4000
Fax: (248) 823-4013
Email: [jvente@troy.k12.mi/us](mailto:jvente@troy.k12.mi.us)

I. OVERVIEW

1.1. PURPOSE

The purpose of the Request For Proposals (“RFP”) is for Troy School District (the “School District”) to obtain proposals from qualified contractors to perform site work at Athens HS & Baker MS, and track resurfacing at Baker MS (the “Work”).

1.2. SELECTION TIMELINE

NOTE: Throughout the remainder of this RFP, a prospective contractor is referred to as the “Contractor.”

The School District’s anticipated timeline for its selection process is:

Issuance of this RFP January 12, 2024

Non-Mandatory Pre-Proposal Meeting at Athens High School stadium entrance, 4333 John R Rd, Troy MI 48085 11 a.m. Local Time, January 18, 2024

Deadline for written Requests For Clarifications 4 p.m. Local Time, January 23, 2024

DUE DATE FOR PROPOSALS 11:00 a.m. Local Time, January 29, 2024 Post-Bid

Interviews January 30, 2024

School District’s Consideration of the Contract February 27, 2024 Commencement of Work

May 29, 2024

School Completion of Work August 2, 2024

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to make modifications to the above selection timeline as it determines to be in its best interest.

II. SUBMISSION OF PROPOSALS

2.1. PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for receipt of Proposals is:

January 29, 2024 at 11:00 a.m Local Time. EDT (the “Due Date”)

2.1.1. Sealed proposals should be submitted through Buildingconnected.com with the following link:

<https://app.buildingconnected.com/public/5cc9d7f637c1a90018cb55dc>.

No physical bids will be accepted in person or via delivery service.

2.1.2. Late Proposals: Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date will not be accepted or considered. The School District is not liable for any delivery or postal delays.

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2.1.3. Returned Proposals: All Proposals received after the Due Date will be unopened and made available to the respective Contractor for pick-up, at its sole cost and expense.

2.1.4. Signed Original Proposal: Each Proposal must be signed by an authorized member of the Contractor’s firm. This member should be the highest-ranking officer at the local level. NO ORAL, FAX, or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.

2.1.5. Opening of Proposals: At the specified location and Due Date stated above, all submitted Proposals shall be publicly opened and read aloud. Any interested parties may attend. No immediate decision will be rendered.

2.1.6. E-Mail Clarifications: The School District intends to communicate with Contractors via e-mail (e.g., RFP clarifications and addenda). Except for the delivery of the Proposal itself, references in this RFP to “written” form of communications include e-mail.

2.1.7. Additional Requests For Clarification: Prospective Contractors may request that the School District clarify information contained in this RFP. All such requests must be made in writing via email. The School District will attempt to provide a written response to all written Requests For Clarification within five (5) business days after the receipt of such request. The School District will not respond to any Request For Clarification received after **4 p.m. on January 23, 2024**. Requests For Clarification and inquiries must be made via e-mail. All Requests For Clarification must be directed to Christy O’Berry at christy@foresitedesign.com (Subject Line: Aths HS & Baker MS RFP Request For Clarification). No response will be made to any oral questions. All questions and answers will be posted on the School District’s website. It is each Contractor’s responsibility to check the School District’s website prior to the RFP Due Date to ensure that it has received all of the information, including, but not limited to, all Addenda to this RFP.

2.1.8. Restrictions On Communication: From the issue date of this RFP until a

Contractor is selected and the selection announced, a prospective Contractor shall not communicate about the subject of this RFP or a Contractor's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, employees, or its Construction Manager, if any, except for additional Requests For Clarification in accordance with Paragraph 2.1.7 above, or as otherwise required by applicable law.

2.1.9. Addenda to the RFP: If it becomes necessary to revise any part of this RFP, notice of the revision will be e-mailed to all parties that requested a copy of this RFP. All addenda will be issued through the School District's website and all addenda shall become a part of this RFP. Each Contractor must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Contractor to receive, or acknowledge receipt of, any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof.

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2.1.10. RFP/Proposal Information Controlling: The School District intends that all Contractors shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Contractor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal.

2.1.11. Finality of Decision: Any decision made by the School District, including the Contractor selection, shall be final.

2.1.12. Reservation of Rights: The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right to select one or more Contractors to perform the Work on behalf of the School District. In the event the Contractor's Proposal is accepted by the School District and the Contractor asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to reject the Proposal and award the Contract to another contractor.

2.1.13. Release of Claims: Each Contractor by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.

2.1.14. Contractor Bears Proposal Costs: A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

2.1.15. Irrevocability of Proposals: All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Proposals set forth above.

2.1.16. Collusive Bidding: The Contractor certifies that its Proposal is made without any previous understanding, agreement, or connection with any person, firm or

corporation making a Proposal for the same Work and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

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2.2. PROPOSAL REQUIREMENTS AND FORMAT

This outlines the information that must be provided by each Contractor and the required format for its Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Please also refer to Sections 2.1, 4.1, and 4.2 of this RFP for additional Proposal requirements. Attached to this RFP is a form of contract under which the Work requested under this RFP shall be provided by the successful Contractor (the “Contract” and referred to throughout the Contract as the “Agreement”) (See also Section 3.1 of this RFP). The Contract contains many details relative to the Work requested by the School District, the terms and conditions under which the Work shall be provided by the Contractor, and should be reviewed carefully by each Contractor prior to submitting a Proposal.

Any exceptions to the terms and conditions contained in this RFP or the form of Contract attached to this RFP, or any other 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 the RFP or form of Contract cannot be met by, or, in the Contractor’s opinion, are not applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and requirements as set forth in this RFP and the form of Contract 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 School District. All Pricing factors must be clearly indicated in the Proposal Forms provided as part of the Contractor’s Proposal.

Each Proposal must include, at a minimum, the following:

2.2.1 A detailed list setting forth any exceptions to this RFP and/or the Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or on the Contractor’s opinion are not applicable to, the Contractor.

2.2.2 References – Each Proposal must include detailed evidence that the Contractor is currently providing Work for other K-12 public school districts or educational institutions. The Contractor must provide this information, including contact names, addresses, phone numbers, and type and scope of work provided. This should include school districts of similar size and scope as the School District.

2.2.3 Evidence of the Contractor’s ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and

the School District.

2.2.4 Demonstrate that the Contractor understands and will comply with all regulatory laws, codes, and requirements of any Local, State, and Federal law that apply to the requirements and obligations under this RFP and the Contract.

2.2.5 A completed Proposal Pricing Form provided as **ATTACHMENT A**. **2.2.6** A completed Familial Disclosure Affidavit provided as **ATTACHMENT B**.

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2.2.7 A completed Iran Economics Sanctions Act Affidavit of Compliance provided as **ATTACHMENT C**.

2.3. CONTRACTOR'S RESPONSIBILITIES

See Section 00 1115 – Scope of Work

See attached project drawings and specifications

2.4. SPECIFICATIONS

See attached Project Manual

III. CONTRACTUAL OBLIGATIONS

3.1. FORM OF CONTRACT

3.1.1. Form of Contract: This is a Request For Proposals only. Proposals will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Contractor shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as **ATTACHMENT D**. The Contract contains many details relative to the Work required under this RFP, as well as the terms and conditions under which the Work shall be provided by the successful Contractor. The Contract should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the form of Contract shall be expressly/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 cannot be met by, or, in the Contractor's opinion are not applicable to, the Contractor, provided however, that exceptions or special conditions of the Contractor will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District, and incorporated into the final Contract. Following the selection of the successful Contractor by the School District, the Contract will be finalized by the parties. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Work.

3.1.1.1. Familial Disclosure Affidavit: All Contractors must provide familial disclosure in compliance with MCL 380.1267 and attach this information to its Proposal. The Proposal must be accompanied by a

sworn and notarized statement disclosing any familial relationship that exists between the owner and/or any employee of the Contractor and any member of the School District's Board of Education or the School

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District's Superintendent. The School District will not accept a Proposal that does not include this sworn and notarized disclosure statement. The Familial Disclosure Affidavit is attached to this RFP as **ATTACHMENT B**.

3.1.1.2. Iran Economic Sanctions Act: In accordance with Michigan Public Act No. 517 of 2012, all Proposals must be accompanied by a sworn and notarized statement certifying that the Contractor is not an Iran Linked Business. The School District will not accept a Proposal that does not include this sworn and notarized statement. The Affidavit of Compliance – Iran Economic Sanctions Act is attached to this RFP as **ATTACHMENT C**.

3.1.1.3. Bid Security: Contractors must submit with its Proposal bid security in the form of a Bid Bond issued by a qualified surety or certified check/money order in an amount of five percent (5%) of the Proposal ("Bid Security"). Failure to include this Bid Security with the Contractor's Proposal will result in the rejection of your Proposal. If a Bid Bond is posted by a Contractor, it shall be from a Treasury Surety licensed to do business in the State of Michigan, and the attorney-in fact who executes the Bid Bond on behalf of the Contractor shall attach a certified, current copy of its power of attorney. In the event a certified check/money order is submitted, it shall be made payable to "Troy School District." The School District shall not be liable for any interest earned thereon. The Bid Security shall be forfeited as liquidated damages, and not as a penalty, if the Contractor withdraws its Proposal after the Due Date for submission of Proposals or, upon acceptance of its Proposal by the School District, the Contractor fails to execute the form of Contract acceptable to the School District, substantially evidencing and incorporating this RFP and its Proposal and fails to provide the required Performance Bond and/or Payment Bond, if any, and the required insurance certificates, within fifteen (15) days of an award of a Contract to the Contractor. Bid Bonds shall be duly executed by the Contractor, 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 this 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 Security shall be returned to all non-successful Contractors within a reasonable time after the award of a Contract and execution of a Contract by the successful Contractor. The bid bond can be included with the proposal as submitted through Buildingconnected.com. If the bid security is a certified check/money order, this must be delivered to

the following address: 1140 Rankin Street, Troy, MI 48083 prior to the bid due date and time.

3.1.1.4. Performance Bond: Successful Contractors whose Proposals are \$50,000 or more will be required to furnish Performance and Payment Bonds, in a form satisfactory to the School District, in the amount of 100% of its Proposal by a Treasury-listed Surety licensed to do business in the State of Michigan, and the attorney-in-fact who executed the Performance and Payment Bonds on behalf of the Contractor shall attach a certified, current copy of its power of attorney. The cost of the Bonds shall be included in each Proposal.

3.1.1.5. Governing Law: The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Oakland County, Michigan.

3.1.1.6. General Indemnification: Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assignees, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with Contractor's performance of the Contract and/or from Contractor's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (ii) any breach of the terms of the Contract by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to the Contract; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents under the Contract. The Contractor shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which Troy School District may be entitled to indemnification under the Contract. This paragraph shall survive the expiration or earlier termination of the Contract.

3.1.1.7. Compliance With Laws: Contractor shall comply with any and all applicable federal, state, and local laws, rules, ordinances, policies, and regulations, including any licensing and permitting requirements, under the Contract. Contractor, including its personnel, employees, contractors, consultants, and agents shall be responsible for knowing

the School District's policies concerning appropriate behavior of

persons in School District facilities and, on School District properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with all such policies. Contractor represents and warrants to the School District that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances, policies and regulations, and licensing and permitting requirement applicable to the Contract. Contractor shall indemnify, defend, and hold School District harmless from any liability from its failure to so comply.

3.1.1.8. Right to Terminate on Breach: Each party shall have, in addition to all other remedies available to it, the right to terminate the Contract immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, if the School District must regularly request that the Contractor cure breaches of the Contract, such circumstances shall be grounds for termination of the Contract for cause, even if each breach on its own would not be material.

i. **Events Upon Termination:** Upon termination of the Contract by either party for Breach or default of the other party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of the Contract. Upon termination of the Contract, the Contractor shall immediately provide the School District with any and all drawings and documentation regarding the Work. In the event of termination, title to all supplies, materials, equipment or products purchased by the Contractor for integration into the Work shall pass to the School District, and Contractor shall deliver possession of said supplies, materials, equipment or products to the School District at a location to be designated by the School District.

3.1.1.9. Pricing: Prices quoted are to be F.O.B. to Troy School District. All purchases Prices shall be net; including transportation, insurance and delivery charges fully prepaid by the successful Contractor to destinations indicated in the Proposal.

3.1.1.10. Taxes: This project is NOT exempt from taxes.

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3.1.1.11. Proposal Withdrawal: Contractors may withdraw its Proposals any time before the Due Date. Proposals may not be withdrawn for at least 90 days after the Due Date.

3.1.1.12. Competition: The name of a model, manufacturer, or brand in this RFP

shall not be considered as exclusive of other brands. Brands and models specified in this RFP are preferred. The School District expects all supplies, materials, equipment, or products bid by a Contractor to meet or exceed the Specifications set forth in this RFP. Further, it is the School District's intent that this RFP permit competition.

Accordingly, the use of any patent, proprietary name, or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, material, equipment, or products requested in this RFP are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear.

The School District in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by the Contractor meet the Specifications contained in this RFP and possess equivalent and/or better qualities. It is the Contractor's responsibility to notify the School District in writing if any Specifications or suggested comparable equivalent products/brands require clarification by the School District prior to the Due Date for Proposals. Any and all deviations from Specifications must be noted on the Proposal Form.

IV. PROPOSAL

4.1. PROPOSAL FORMS

Each Contractor shall submit its Proposal using the Proposal Pricing Form attached hereto as **ATTACHMENT A**, along with any other information required by this RFP or deem necessary and appropriate by the Contractor for evaluation of its Proposal.

4.2. PROPOSAL CHECKLIST

In addition to the Proposal Pricing Form and any information required under Section 4.1 above, please attach copies of the following documents to your Proposal:

4.2.1. Proposal Pricing Form and detailed list setting forth any exceptions to the RFP and/or Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or are not applicable to, the Contractor.

4.2.2. List of Contractor's References (K-12 references preferred) with which Contractor has contracted to perform Work or services similar to the Work described herein. The Contractor must provide this information, including contact names, addresses, phone numbers, and type and scope of Work/services provided.

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4.2.3. Contractor's Verification of addenda to the RFP, if any.

4.2.4. Evidence of the Contractor's ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District.

4.2.5. A completed Familial Disclosure Affidavit, which is attached hereto as **ATTACHMENT B**.

4.2.6. A completed Iran Sanctions Act Affidavit of Compliance, which is attached hereto

as ATTACHMENT C.

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ATTACHMENT A

PROPOSAL PRICING FORM

CONTRACTOR INFORMATION:

CONTRACTOR'S NAME: _____ **CONTACT**

PERSON: _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

A. CONTRACTOR PRICING – BASE BID

1. PROPOSAL _____ COMPLETE

PROPOSAL _____ : BASE BID \$

Dollars (written sum)

2. COMBINATION BID FOR CATEGORIES _____ & _____ COMPLETE

\$

Dollars (written sum)

B. CONTRACTOR PRICING – ALTERNATE NO. 1 (ATHENS SITE WORK) Add to

or Delete from Base Proposal Amount: \$ _____

C. CONTRACTOR PRICING – VOLUNTARY ALTERNATES

1.

Add to or Delete from Base Proposal Amount: \$ _____

2.

–

Add to or Delete from Base Proposal Amount: \$ _____

3.

–

Add to or Delete from Base Proposal Amount: \$ _____

D. ACKNOWLEDGEMENT OF ADDENDA TO RFP

The Contractor acknowledges receipt of the following addenda:

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

E. UNIT PRICING

UNIT PRICING BID PROPOSAL A SITE WORK TURF

A. 8" N12 Collector Pipe \$ _____ Per lineal foot (lf) B. Flat Draitile \$ _____ Per lineal foot (lf) C. Free-Draining Aggregate Base \$ _____ Per ton D. Finishing Stone \$ _____ Per ton E. Undercut (trucked offsite) \$ _____ Per ton F. 30" x 30" Pre-manufactured Turf Box \$ _____ Per unit G. 18" x 30" Pre-manufactured Turf Box \$ _____ Per unit H. Wolmanized Wood Nailer \$ _____ Per lineal foot I. 3" Schedule 40 PVC \$ _____ Per lineal foot J. 1" Schedule 40 PVC \$ _____ Per lineal foot K. Concrete Turf Anchor \$ _____ Per lineal foot L. 12' Protective Net System \$ _____ Per lineal foot

UNIT PRICING BID PROPOSAL B TRACK SURFACE

A. E-Layer Sawcut, Removal, Disposal \$ _____ Per square foot (sf) B. New E-Layer \$ _____ Per square foot (sf) C. Black Mat Track Surface Material \$ _____ Per square yard (sy) D. Black Mat w/ Red Structural Spray Track \$ _____ Per square yard (sy)

UNIT PRICING BID PROPOSAL C SITE WORK TRACK

A. 6" perforated draitile \$ _____ Per lineal foot (lf) B. 21AA limestone aggregate \$ _____ Per ton C. 4E1 asphalt \$ _____ Per ton D. 5E1 asphalt \$ _____ Per ton E. Undercut (trucked offsite) \$ _____ Per ton F. 6" Reinforced Concrete \$ _____ Per square foot (sf)

Any increased cost based on the unit prices must be approved by Owner's written change order prior to starting work. Quantities must be confirmed by a Testing Agency or Architect and the Owner.

The undersigned understands that the School District reserves the right to accept or reject in whole or in part any and all Proposals, to waive informalities and irregularities therein, and to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder) and to award the Contract to one (1) or more Contractors in the School District's sole and absolute discretion.

If award is made to our firm based upon our Proposal, we agree to enter into the attached form of Contract with the School District to furnish the Work in strict accordance with this Request For Proposal, the Contract, and our Proposal.

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in this Request For Proposal and the Contract, unless specifically enumerated as an exception as part of our Proposal.

I hereby certify that I am authorized to sign as a Representative for the firm.

CONTRACTOR HEREBY SUBMITS THIS PROPOSAL PRICING FORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE RFP.

Name of Contractor: _____

(Signature/Principal)

(Name Printed)

Date: _____

ATTACHMENT B

FAMILIAL DISCLOSURE AFFIDAVIT

The undersigned, the owner or authorized officer of _____ (the “Contractor”), pursuant to the familial disclosure requirement provided in the Troy School District’s (the “School District”) Request For Proposals for **2024 Athens High School & Baker Middle School Athletic Renovations** , hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Contractor, and any member of the Board of Education of the School District or the Superintendent of the School District. 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:

By:

Its:

STATE OF)

)ss.

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 20__, by

_____.

_____, Notary Public

_____ County,

My Commission Expires:

Acting in the County of :

ATTACHMENT C

IRAN ECONOMIC SANCTIONS ACT AFFIDAVIT OF COMPLIANCE Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named contractor (“Contractor”), pursuant to the compliance certification requirement provided in the Troy School District’s (the “School District”) Request For Proposals for **2024 Athens High School & Baker Middle School Athletic Renovations** (the “RFP”), hereby certifies, represents and warrants that the Contractor (including 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 Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an “Iran linked business” at any time during the course of performing any Work under the Contract.

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

CONTRACTOR:

Name of Contractor

By:

Its:

Date:

STATE OF)

)ss.

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____.

_____, Notary Public

_____ County,

My Commission Expires:

Acting in the County of

ATTACHMENT D

CONTRACT

I. This Contract (“Contract”) is made on _____, 20__ (“Effective Date”), between

TROY SCHOOL DISTRICT, a Michigan public school district (“School District”), whose address is 4400 Livernois Road, Troy, Michigan 48098 and _____, a _____ (“Contractor”), whose address is _____. The School District and Contractor may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. The School District issued a Request For Proposal For _____ dated _____, as amended by [INSERT ADDENDA BY NAME AND DATE HERE] (collectively the “RFP”), the purpose of which was to solicit proposals from qualified contractors to furnish to the School District all of the materials and labor required to _____ identified in the RFP in accordance with the terms and conditions contained in the RFP and the Specifications attached thereto (the “Work”).

B. In response to the RFP, the Contractor submitted to the School District a Proposal dated _____, to perform the Work contemplated by the RFP.

C. The Parties have, in accordance with the provisions of the RFP, conducted negotiations concerning the Contractor’s Proposal to the RFP. The Contractor’s Proposal together with written clarifications of the Parties, if any, are attached hereto, incorporated by reference, and marked as **Exhibit A** (collectively referred to as the “Proposal”).

D. Pursuant to the terms of the RFP, the Contractor is required to enter into a written contract in accordance with the School District’s written acceptance of its Proposal.

E. The Parties agree that certain terms, conditions, and provisions of the RFP and the Proposal must be further clarified and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

• **1. RESTATEMENT CONSTITUTES THE CONTRACT**

(a) Incorporation By Reference. The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract the RFP, the Proposal, and other related documents, and by

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including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the RFP negotiation process do not correspond with the RFP and/or the Proposal.

(b) Order of Precedence. The Contract Documents, which are all incorporated herein by reference, include the following:

This Contract, including all Attachments hereto;

The RFP, including the Specifications attached thereto; and

Contractor’s Proposal.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms

and conditions shall be interpreted in the above-referenced order from 1 to 3. However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties, except to the extent the exceptions contained in the Contractor's Proposal are not expressly accepted by the School District in writing and incorporated into this Contract.

• 2. TERM AND TERMINATION

(a) This Agreement shall commence as of the Effective Date and all Work hereunder shall be completed no later than _____ and shall be in compliance with the Project Schedule attached hereto as **Exhibit B**.

(b) Each Party shall have, in addition to all other remedies available to it, the right to terminate this Contract upon written notice to the other Party that the other Party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, in addition to the rights of the School District under this Paragraph if the School District must regularly request that the Contractor to cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, even if each breach on its own would not be material. Upon termination of this Contract by the School District for breach or default of the Contractor pursuant to this Paragraph, the School District shall be entitled to exercise any other right, remedy, or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of this Contract. If this Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under this Contract shall cease. Regardless of the basis for termination, the School District shall neither be liable to, nor obligated to pay, the Contractor for any incidental or consequential damages or lost profits, or costs incurred for Work not actually performed.

(c) Notwithstanding anything contained herein to the contrary, the School District may terminate this Contract at any time and for any reason or no reason at all upon written notice to the Contractor.

3. WARRANTY

The Contractor warrants and represents that its Work, will be in accordance with all applicable federal, state, and local laws and regulations for a minimum of two (2) years from completion of the Work.

4. INSURANCE

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 and \$3,000,000 in the 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 thirty (30) days written notice to the School 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) 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.

(e) 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.

(f) The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this Contract.

(g) Other requirements: Evidence of your insurance coverages, required herein, is to be provided to the School District and must indicate:

1. A Best's rating for each of your insurance carrier at A-VII or better, 2. "Troy School District" is endorsed as an additional insured on the General Liability policies.

3. All consultants must be listed as additional insured.

5. CONTRACTOR'S COMPENSATION

Based upon the School District's RFP and the Contractor's Proposal, the School District shall pay the Contractor for its Work as follows:

6.

MISCELLANEOUS

(a) **Notices.** All notices hereunder shall be in writing and shall be effective when sent by facsimile or electronic mail (provided, however, that any notice which could materially affect the rights of either Party shall also be sent by courier as provided herein) or a nationally known courier service such as DHL or Federal Express, addressed to the addresses written below, or to such other address as either Party may have last designated in writing in the manner herein provided. Such notice shall be deemed given when received, but in any event no later than four (4) days after sent by the internationally known courier. All notices shall be sent to the following address:

If to the Contractor:

Attention:

Copy To:

If to the School District: Troy School District
4400 Livernois Road
Troy, Michigan 48098

(b) Assignment. This Contract and any other interest herein may not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any assignment or transfer without such consent shall be null and void. This Contract shall be binding upon the successors, and subject to the above, assigns of either Party.

(c) Severability. If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

(d) Independent Contractor; No Joint Venture. It is expressly agreed that Contractor is acting hereunder as an independent contractor and under no circumstances shall any of the employees of either Party be deemed the employees of the other for any purpose. This Contract shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.

(e) Modifications. No provision of this Contract or any Exhibit hereto may be modified without the prior written consent of both Parties.

(f) Captions. The captions used in this Contract are for convenience only and shall not affect in any way the meaning or interpretation of the provisions of this Contract.

(g) Governing Law. This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan. The Parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Oakland County, Michigan.

(h) Taxes. Contractor is responsible for sales taxes and any other applicable taxes related to the Work provided under this Contract.

(i) Entire Agreement. This Contract and all Exhibits and documents incorporated herein by reference constitute the entire agreement between the Parties, and supersedes all previous agreements, whether written or oral.

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed on the dates indicated below.

SCHOOL DISTRICT:

CONTRACTOR:

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

EXHIBIT A

WRITTEN CLARIFICATIONS

EXHIBIT B

PROJECT SCHEDULE

MILESTONE ACTIVITY SCHEDULED START SCHEDULED COMPLETION Proposal A: Site Work Turf May 29, 2024 July 12, 2024 Proposal B: Track Surface July 22, 2024 August 2, 2024 Proposal C: Site Work Track June 3, 2024 July 19, 2024 Synthetic Turf (Previously awarded) July 15, 2024 July 31, 2024

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FORESITE DESIGN, INC. TROY SCHOOL DISTRICT SECTION 00 1115
SCOPE OF WORK

GENERAL NOTES (Applicable to All Bid Categories)

1. Contractor shall visit the site and familiarize themselves with the project layout, existing conditions, site access, etc. and all other obstacles with the work areas. Contractor is responsible for all means of setting up and relocating their equipment and materials to perform this work as well as in conjunction with other trade contractors. There will be no additional compensation made for reason of omission or interpretation as it relates to the aforementioned required site visit.
2. Bidder/Contractor shall be aware of and include the cost for, all State and Local laws, codes, ordinances, building rules and regulations, as are or may become applicable to the Work.
3. Bidders shall exclude costs of quality control construction testing from bid unless required on the proposal form. Independent testing will be hired directly by the Owner/Owner's Representative and contractor shall cooperate with the testing agency.
4. Each contractor/subcontractors shall coordinate and cooperate with other contractors for expedient completion of the work of this project.
5. Each contractor shall be solely responsible and make every effort to locate existing underground utilities. This shall include consulting with all local utility companies, using a signal locator prior to excavation for private utility lines, or consulting with a private utility locating company.
6. The Scope of Work for each Bid Category includes cleaning and maintaining streets free of dirt, debris, mud, gravel caused by the construction operations as it pertains to their scope of work. Contractors shall be aware that local authorities intend to enforce local ordinances in

this regard. Penalties resulting from contractor negligence in adhering to the State and Local ordinances, laws, codes shall be the responsibility of the Contractor.

7. The Scope of Work for each Bid Category includes strict adherence to the safety requirements as defined in the General Conditions and Supplementary General Conditions and current MiOSHA Guidelines.
8. Each Contractor shall review existing building and site conditions prior to commencement of work and advise the Owner's Representative of any claim of changes in the work within seventy-two (72) hours therefore, or waive its right for claim of changes in the existing site conditions. Each Contractor shall be responsible for restoring site to its original conditions upon completion of their respective work.
9. All excess materials shall be legally disposed of off-site unless indicated otherwise.
10. Milestone Schedule. All trades will be required to confirm a detailed schedule prior to award of this contract.
11. **Provide all required closeout documents, as-built drawings, etc. within fifteen (15) days upon issuance of Notice of Substantial Completion and as a condition of Final Payment.**

SCOPE OF WORK
00 1115 - Page 1 of 6

ATHENS HIGH SCHOOL & BAKER MIDDLE SCHOOL

FORESITE DESIGN, INC. TROY SCHOOL DISTRICT SECTION 00 1115
SCOPE OF WORK

PROPOSAL A: SITE WORK TURF

CM Supplementary Conditions
General Conditions
Division 1 General Requirements
Division 2 Existing Conditions

	Specification Section	02 4110	Salvage and Relocation
	Specification Section	02 4113	Demolition
	Specification Section	03 3000	Cast In Place Concrete
	Specification Section	03 3053	Concrete Turf Anchor
	Specification Section	06 1050	Turf Wood Nailer
	Specification Section	11 6834	Football Goal Posts
	Specification Section	11 6836	Portable Soccer Goals
	Specification Section	11 6842	Protective Net System
	Specification Section	27 5119	Field Communication Boxes
	Specification Section	31 1000	Site Preparation

	Specification Section	31 2010	Earthwork - Turf
	Specification Section	31 3219	Geotextile Fabric
	Specification Section	32 1123	Aggregate Drainage Layer
	Specification Section	32 1852	Performance Shock Pad
	Specification Section	33 4615	Subdrainage Systems – Turf DrainTile

General Scope of Work:

1. Requirements of items included under General Work to be completed by all contractors.
2. Provide engineering and layout as required to complete this work.
3. Coordinate work with other trades on site.
4. Strict enforcement of this contractor's requirement to provide timely clean-up, removal and disposal of all rubbish and debris generated by this trade during the work. Maintain a clean condition at all areas on site and free from dirt, mud, and gravel.
5. Schedule and provide any chemical testing the landfill may require.
6. Protect existing asphalt/concrete from damage by equipment.
7. Remove and legally dispose of all excess materials and debris generated by scope of work, including topsoil, unless noted to stockpile.
8. Provide necessary dewatering associated with this work division.
9. Provide temporary pavement measures for vehicle or walkway traffic.
10. **Provide an allowance in the amount of \$10,000.00 for work associated with field investigating existing drainTile locations and functionality at the south D-zone. The exact scope of corrective work will be determined in the field. Provide supporting documentation related to costs incurred. Unused monies will revert back to Owner.**
11. **Provide an allowance in the amount of \$10,000.00 for work associated with the installation of vacant conduits for future technology needs. The exact scope of new work will be determined in the field. Provide supporting documentation related to costs incurred. Unused monies will revert back to Owner.**
12. Furnish and install track/pavement protection as detailed. Protection shall remain onsite for the duration of the project and usable by all trades. Contractor shall remove track protection upon completion of project.
13. Clean debris from sumps and powerflush drainlines within D-zone space intended for demolition.

SCOPE OF WORK
00 1115 - Page 2 of 6

ATHENS HIGH SCHOOL & BAKER MIDDLE SCHOOL

FORESITE DESIGN, INC. TROY SCHOOL DISTRICT SECTION 00 1115
SCOPE OF WORK

14. Provide all demolition as noted on the plans. Work includes but not limited to: synthetic turf, E layer, asphalt, concrete, track surface and utilities as indicated on drawings. During demolition operations, preserve and protect existing aggregate field base material.
15. Prepare and proof roll sub-grades, including sub-grade for paving and site concrete contractors. Work includes necessary backfill from footing removal.
16. Adjust rim elevations of existing drainage structures as noted on drawings.
17. Provide sawcutting of existing trench drain/curb in preparation for new D-zone construction and new curb installation.
18. Remove existing aggregate base as required for new conduit and pre-manufactured access box installation. Coordinate pipe routing and access box locations in the field with Architect.
19. Provide all labor, materials and equipment necessary for the removal and replacement of the existing football goalposts and footings. Work shall include new goalpost pads and access boxes.
20. Provide all labor, materials and equipment necessary for the complete installation of a protective net system, including poles, hardware, nets and concrete footings.
21. Furnish and install (1) set of new portable soccer goals and anchoring system as specified.
22. Furnish and install new radius point monuments.
23. Furnish and install new pre-manufactured communication boxes and electrical conduits as

indicated on plans. Coordinate work and installation with other trades in the field. 24. Alternate No. 1: Furnish and install new pre-manufactured performance pad. Refer to Proposal Form and specifications.

25. Provide new free draining aggregate base material as indicated.

26. Provide new draitile and utilities as indicated.

27. Provide all earthwork as shown unless specifically noted to be completed by others. Work includes but not limited to rough grading, subgrade fine grading and finish grade fine grading. 28.

Conduct string check of completed aggregate base with Landscape Architect and Turf Installer. String check must be completed before base can be accepted for synthetic turf installation. Contact Foresite Design Project Manager 72 hours prior to anticipated completion date to coordinate the string check.

29. **Note: this Contractor shall include a Final Parking Lot Vacuum Sweep within their Bid upon the completion of all trades' work on the site.**

30. Provide electronic copies of submittals as noted in specifications. If submittals comply with specifications, "Material Compliance Certificate" may be used.

31. Provide all required closeout documents upon completion of project.

Excluded Work:

1. Procurement and installation of Synthetic Turf
2. Site work, concrete and demolition outside of track facility
3. Installation of Track Surface material

PROPOSAL B: TRACK SURFACE

CM Supplementary Conditions

General Conditions

Division 1 General Requirements

Division 2 Existing Conditions

	Specification Section	32 1724	Track Markings
	Specification Section	32 1826	All-Weather Synthetic Track Surface

General Scope of Work:

1. Requirements of items included under General Work to be completed by all contractors.
2. Provide engineering and layout as required to complete this work. Layout points of reference will be established prior to commencement of work. Contractor shall be responsible for their own layout as it pertains to scope of work.

SCOPE OF WORK
00 1115 - Page 3 of 6

ATHENS HIGH SCHOOL & BAKER MIDDLE SCHOOL

FORESITE DESIGN, INC. TROY SCHOOL DISTRICT SECTION 00 1115

SCOPE OF WORK

3. Coordinate work with other trades on site.
4. Contractor responsible to powerwash/powervac debris from existing track surface prior to installation of new surfacing.
5. Provide all-weather track surface and as indicated on drawings. Work shall include new runway at Athens High School and new track/runway at Baker Middle School. Contractor is also responsible for protection of all surrounding surfaces and objects during spray applications.
6. Field install track surface material on new aluminum long jump pit covers. Pit covers to be furnished and installed by Proposal C Contractor.
7. Provide track markings as specified. Contractor shall coordinate markings with Owner prior to application.
8. Provide electronic copies of submittals as noted in specifications. If submittals comply with specifications, "Material Compliance Certificate" may be used.
9. Provide all required closeout documents upon completion of project.

PROPOSAL C: SITE WORK TRACK

CM Supplementary Conditions
General Conditions
Division 1 General Requirements
Division 2 Existing Conditions

	Specification Section	02 4110	Salvage and Relocation
	Specification Section	02 4113	Demolition
	Specification Section	03 3000	Cast In Place Concrete
	Specification Section	11 6840	Field Event Construction
	Specification Section	31 1000	Site Preparation
	Specification Section	31 2010	Earthwork
	Specification Section	31 3500	Slope Protection & Erosion Control
	Specification Section	32 1124	Aggregate Base Course
	Specification Section	32 1217	Hot Mix Asphalt Pavement – Track
	Specification Section	32 1828	Long Jump Pit Sand
	Specification Section	32 9119	Topsoil
	Specification Section	32 9227	General Lawn Restoration
	Specification Section	33 4605	Subdrainage Systems - Peastone

General Scope of Work:

1. Requirements of items included under General Work to be completed by all contractors.
2. Provide engineering and layout as required to complete this work.
3. Coordinate work with other trades on site.
4. Strict enforcement of this contractor’s requirement to provide timely clean-up, removal and disposal of all rubbish and debris generated by this trade during the work. Maintain a clean condition at all areas on site and free from dirt, mud, and gravel.
5. Provide and install complete soil erosion control measures, including permits, bonds and maintenance. Maintain system including system log and remove system at the completion of the project or until approved to remove by governing authorities.
6. Protect existing asphalt/concrete from damage by equipment.
7. Remove and legally dispose of all excess materials and debris generated by scope of work, including topsoil, unless noted to stockpile.
8. Provide necessary dewatering associated with this work division.
9. Provide temporary pavement measures for vehicle or walkway traffic.

SCOPE OF WORK
00 1115 - Page 4 of 6

ATHENS HIGH SCHOOL & BAKER MIDDLE SCHOOL

FORESITE DESIGN, INC. TROY SCHOOL DISTRICT SECTION 00 1115

SCOPE OF WORK

10. Provide all labor and equipment necessary for the complete site demolition as shown within the Construction Limits unless specifically noted to be completed by others. Work includes but not limited to: landscaping, concrete, asphalt, stone, topsoil and unsuitable soil. Prepare and proof roll sub-grades, including sub-grade for paving and site concrete contractors. Work includes

necessary backfill from footing removal.

11. At Baker MS, Contractor shall salvage existing aggregate base. Provide all required fine grading necessary to achieve proposed grades, which may include supplementing with new aggregate base material.
12. Provide all earthwork as shown unless specifically noted to be completed by others. Work includes but not limited to rough grading, compacting and re-compacting, subgrade fine grading and positive drainage swales to existing and proposed catch basins as shown on drawings.
13. Install new radius point monuments.
14. Furnish and install new site utilities as shown. Work includes, but not limited to, perforated drain tile as noted on plans, excluding new utilities as part of the synthetic turf construction.
15. Provide labor, materials and equipment necessary for a complete installation of asphalt paving and new aggregate stone base, as required.
16. Provide labor, materials and equipment necessary for a complete installation of new concrete pavement, base material and reinforcing materials as indicated on drawings.
17. Protect finished asphalt from excessive damage while completing specified work, including limiting dirt and debris onto surface.
18. Provide all labor, materials, and equipment necessary for the installation of the new field event equipment. Work includes new sand-catcher long jump system, aluminum sand pit covers, and take-off boards at Athens HS and Baker MS
19. Provide new topsoil and seed to restore all disturbed lawn areas, applicable to Athens HS & Baker MS.
20. Provide electronic copies of submittals as noted in specifications. If submittals comply with specifications, "Material Compliance Certificate" shall be used.
21. Provide all required closeout documents upon completion of project.

Excluded Work:

1. Installation of track Surface and Markings
2. Synthetic Turf Procurement and Installation
3. Utilities, Boxes, and Conduits at the Athens HS athletic field

END OF SECTION 00 1115

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SCOPE OF WORK
00 1115 - Page 6 of 6

ATHENS HIGH SCHOOL & BAKER MIDDLE SCHOOL
FORESITE DESIGN, INC. TROY SCHOOL DISTRICT SECTION 00 2300
SCHEDULE AND PHASING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Attention is directed to Division 00 Procurement and Contracting Requirements, and to Division 01 General Requirements which are hereby made a part of this section.

1.2 MILESTONE SCHEDULE

- A. The following are the milestone schedule dates for the listed work and will become part of the Contract Documents. A Master Construction Schedule will be developed after award of contract(s) with Contractor input.

MILESTONE ACTIVITY SCHEDULED START SCHEDULED COMPLETION Proposal A:
Site Work Turf May 29, 2024 July 12, 2024 Proposal B: Track Surface July 22, 2024 August 2,
2024 Proposal C: Site Work Track June 3, 2024 July 19, 2024 Synthetic Turf (previously awarded)
July 15, 2024 July 31, 2024

- B. Close coordination will be required between all construction trades to ensure construction operations can be completed within the scheduled time.
- C. It is expressly agreed that time is of the essence for the completion of Work and Contractor agrees to perform the Work within the designated time specified. Contractor is responsible for any damage and expenses arising or resulting from the failure of Contractor to perform the Work in accordance with the specifications and milestone schedule.

1.3 CONSTRUCTION SCHEDULE PROCESS

- A. Contractor shall commence work in the field within five (5) days upon receiving a "Notice to Proceed" from Foresite Design, Inc. Contractor shall be responsible for performing and completing the Work to the approval of the Owner and Foresite Design, inc.
- B. Contractor shall submit to Foresite Design, Inc. within fifteen (15) days upon Award of Contract, information including but not limited to scheduling, anticipated work activities and working days, shop drawings and shall also note issues relating to availability of materials.
- C. If Contractor delays progress for any reason other than delays specifically excused under the Contract Documents, Contractor shall take any and all necessary actions to expedite its Work and maintain the project schedule at no additional expense to the Owner or Foresite Design, Inc.
- D. Contractor agrees that it shall have no claim against the Owner or Foresite Design, Inc. for an increase in awarded contract price nor for a payment or allowance of any kind for damage, loss, or expense arising from delays, regardless of whether the delay is the basis for an extension of time. This provision includes claims from damages, loss, or expense arising from interruptions to necessary suspension of Contractor's Work to enable others to perform their work.
- E. The Contractor shall be back-charged an observation fee of \$1,000.00 per day for each day that the Contractor fails to meet the projected deadlines, weather permitting, and through no fault of the Owner, or Foresite Design, Inc.

SCHEDULE AND PHASING
00 2300 - Page 1 of 2

ATHENS HIGH SCHOOL & BAKER MIDDLE SCHOOL
FORESITE DESIGN, INC. TROY SCHOOL DISTRICT SECTION 00 2300
SCHEDULE AND PHASING

1. Observation Fees, as agreed upon by Owner, Contractor and Architect, will be deducted from Contractor's direct Contract with the Owner and fees paid by the Owner to Foresite Design, Inc.

END OF SECTION 00 2300

SCHEDULE AND PHASING

00 2300 - Page 2 of 2

ATHENS HIGH SCHOOL & BAKER MIDDLE SCHOOL

FORESITE DESIGN, INC. TROY SCHOOL DISTRICT SECTION 00 4336

LIST OF SUBCONTRACTORS

TO BE COMPLETED BY BIDDER:

Project: 2023 Synthetic Turf & Track Renovations

	Proposal A – Site Work TURF
--	-----------------------------

	Proposal B – Track Surface
	Proposal C – Site Work TRACK

COMPLETE LIST OF SUBCONTRACTORS BIDDER WILL BE USING:

Company Name Company Name

Contact Name Contact Name

Address Address

City, State Zip City, State Zip

Phone # Fax # Phone # Fax #

Company Name Company Name

Contact Name Contact Name

Address Address

City, State Zip City, State Zip

Phone # Fax # Phone # Fax #

Company Name Company Name

Contact Name Contact Name

Address Address

City, State Zip City, State Zip

Phone # Fax # Phone # Fax # *(USE ADDITIONAL SHEETS AS REQUIRED)*

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LIST OF SUBCONTRACTORS

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ATHENS HIGH SCHOOL & BAKER MIDDLE SCHOOL

FORESITE DESIGN, INC. TROY SCHOOL DISTRICT SECTION 00 6513

MATERIAL COMPLIANCE CERTIFICATE

Project Name		Project Number	
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Reviewed by: Approved by:

Date: Date:

MATERIAL COMPLIANCE

CERTIFICATE 00

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ATHENS HIGH SCHOOL & BAKER MIDDLE SCHOOL

FORESITE DESIGN, INC. TROY SCHOOL DISTRICT SECTION 00 6513

MATERIAL COMPLIANCE CERTIFICATE

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MATERIAL COMPLIANCE
CERTIFICATE 00
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ATHENS HIGH SCHOOL & BAKER MIDDLE SCHOOL