



POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BID

GENERAL CONTRACTOR FOR FOSSIL RIDGE HIGH SCHOOL SYNTHETIC TURF PROJECT

IFB #19-345-002

BID SCHEDULE

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|------------------------------------|-------------------------------------|
| IFB Posted to Bidnet | April 18, 2019 |
| Pre-Bid Meeting | April 24, 2019 @ 10 a.m. MST |
| Questions Due | April 29, 2019 @ 2 p.m. MST |
| IFB Closing Date | May 3, 2019 @ 2 p.m. MST |
| Substantial Completion Date | July 12, 2019 |

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**INVITATION FOR BID
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Poudre School District (the District) is requesting electronically submitted sealed bids from experienced and qualified Contractors to remove and replace the existing drainage system and curbing around the perimeter of the synthetic field at Fossil Ridge High School (FRHS) as specified in this Invitation for Bid (IFB).

A copy of the Bid and any associated addenda may be obtained from the Rocky Mountain E-Purchasing (BidNet) website: <http://www.RockyMountainBidSystem.com>.

All Contractors planning to submit Bids are strongly encouraged to attend a **pre-bid meeting at 10 a.m. MST on April 24, 2019** at the **FRHS Stadium - 5400 Ziegler Road, Fort Collins, Colorado 80528**.

Questions regarding this Invitation for Bid (IFB) must be in writing and directed to the District through the BidNet platform any time after the issuance of this IFB through and including 2:00 p.m. MST on **April 29, 2019**. Questions received after the deadline date/time and/or not submitted electronically through the BidNet platform may not be addressed. Each question submitted, as well as the District's response thereto, shall be provided in an addendum through BidNet.

At no time during the solicitation process, will communication regarding this IFB be permitted with any district employee other than the Procurement Agent named below until an award has been announced. Communication with a district employee other than the Procurement Agent named below may disqualify your bid from consideration.

The District will only accept and consider electronically submitted Bids. Bids must be submitted and received in BidNet's electronic solicitation portal on or before 2:00 p.m. MST on **May 3, 2019**. At that time the submission portal will close, and no further submissions will be allowed, nor considered.

District staff shall review the Bids received in response to this IFB during the bid consideration period commencing on May 4, 2019. During the bid consideration period, the District may ask questions of and/or request additional information from Contractors who have submitted Bids.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the School District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with Poudre School District R-1 is prohibited.

Collusive or sham Bids: Any Bid deemed to be collusive or a sham Bid will be rejected and reported to authorities as such. Your authorized signature of this Bid assures that such Bid is genuine and is not a collusive or sham Bid.

Poudre School District R-1 reserves the right to reject any and all Bids and to waive any irregularities or informalities.

Sincerely,
Karen Wailly
Senior Procurement Agent

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1.0 BACKGROUND

Poudre School District is a high-performing District, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of the District's families choose to send their children to their neighborhood school, the district does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 31 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 4 charter schools
- 1 online school

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 2.2 These General Terms and Conditions apply to all offers made to the District (hereafter referred to as the District) by all prospective Contractors (herein after referred to as Bidder or Contractor) on behalf of District Solicitations including, but not limited to, Invitations for Bid (IFB), Requests for Documented Quotes (DQ), Requests for Qualifications (RFQ) and Requests for Proposals (RFP).
- 2.3 Submission of a Bid is deemed as acceptance of all terms, conditions and specifications contained in the solicitation package provided to the Contractor. Any proposed modification must be accepted in writing by the District prior to award of the Bid.
- 2.4 Contractor must provide all requested information. Failure to do so may result in rejection of the Bid at the option of the District.
- 2.5 The District is exempt from City, County, State and Federal Sales/Excise Taxes. Tax Exempt Certificates will be issued upon request. The District's Tax-Exempt Number is: 98-03335.
- 2.6 It shall be the sole responsibility of the Contractor to pay for any type of delivery service charge and to see that the District's Procurement Services Department receives the Contractor's Bid response on time. The Bid clock used shall be the District's Procurement department Bid clock. The District does not assume financial responsibility for late deliveries by the U.S. Postal System or any other delivery service. Late responses will not be accepted.
- 2.7 There is no expressed or implied obligation for the District to reimburse Contractors for any expenses incurred in preparing Bids in response to this Bid solicitation.
- 2.8 Bids must meet or exceed specifications contained in the Bid document.
- 2.9 All chemicals, equipment and materials proposed and/or used by Contractor in satisfaction of the terms of this solicitation shall conform to the standards required by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). Material safety data sheets (MSDS) shall accompany each shipment, when applicable.
- 2.10 Each Contractor (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations. The awarded Contractor shall also furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.11 The Contractor, by affixing his signature to this Bid, certifies that his Bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a Bid for the same items or with the District. The Contractor also certifies that his Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.12 Notwithstanding any other term or provision of this IFB, the District's obligations

hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District's obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

- 2.13 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this contract has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if the contract cannot be performed as a result of such action, the contract may be terminated.
- 2.14 Contractor shall provide any and all services covered by a District issued purchase order or Agreement, as an independent Contractor of the District, and the persons performing such services shall not be considered employees of the District. Contractor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverage's and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, works' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its Contractors and subcontractors for goods and/or services directly or indirectly related to the solicitation.
- 2.15 Contractor certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this agreement, and will not enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this agreement. Contractor also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this agreement through Contractor's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).
- 2.16 Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If Contractor obtains actual knowledge that a subcontractor providing services under this agreement knowingly employs or contracts with an illegal alien, Contractor shall notify the subcontractor and the District within three (3) days that Contractor has such actual knowledge and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. Contractor shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5).
If Contractor participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by

law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

- 2.17 Contractor agrees to furnish the services covered as a result of this solicitation in strict accordance with the District's specifications and at the price noted for each item.
- 2.18 Unless otherwise agreed in writing by the District, delivery of products shall be F.O.B. destination with all transportation and handling charges paid by the awarded Contractor. The District's acceptance of any offer is made in reliance on Contractor's promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Contractor fails to delivery as and when promised, the District may, without liability and in addition to its other rights and remedies at law or in equity, cancel the order by notice effective when received by Contractor as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Contractor with any loss incurred.
- 2.19 The Contractor shall indemnify and hold harmless the District, its elected officials, employees and agents against any and all claims, damages, loss, liability and court awards (including costs, expenses and attorney fees) incurred as a result of any act or omission by Contractor, its employees, agents, subcontractors or assignees arising out of or in connection with the Invitation for Bid. In the event any goods sold or delivered as a result of this Invitation for Bid are covered by any patent, copyright or trademark, or application therefor, Contractor shall indemnify and hold harmless the District, its elected officials, employees and agents from any and all claims, damages, loss, liability and court awards (including costs, expenses and attorney fees) incurred as a result of any claims, legal actions or judgments based on the actual or alleged manufacture, sales or use of such goods in violation, infringement or the like or rights under such patent, copyright or trademark, or applications therefor.
- 2.20 The Contractor shall not assign an agreement, as a result of this solicitation, or any of its rights, interests or obligations without the prior written consent of the District. The consent may be withheld for any reason or no reason as determined by the District in its sole discretion.
- 2.21 The awarded Contractor will agree to not refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
- 2.22 Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado. The transactions covered herein shall be governed by the laws of the State of Colorado.
- 2.23 Bids shall contain a manual signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign Bid may result in Bid being considered non-responsive.

- 2.24 Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions outlined in this Solicitation, the Special Conditions shall prevail.
- 2.25 The District shall issue a written Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such addenda will be distributed via the BidNet system. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- 2.26 All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Contractor with its Bid. If the Contractor fails to supply any required information or documents, his Bid may be considered non-responsive and ineligible for award.
- 2.27 The accuracy of the Bid is the sole responsibility of the Contractor. No changes in the Bid shall be allowed after the submission deadline, except when the Contractor can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 2.28 The apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
- 2.29 The District shall be the sole judge in determining "equals" regarding quality, price and performance. Substitutions are only allowed prior to the closing date, as requested for consideration by the Contractor. Evaluations by the District shall be issued via Addenda.
- 2.30 Substitutions after award for product unavailability or unforeseen conditions will be considered only under the following criteria:
- 2.30.1 Unforeseen change to original project scope
 - 2.30.2 Cannot be delivered during the progress of the work
 - 2.30.3 Will no longer be available during the progress of the work
 - 2.30.4 The quality of the material, as specified, no longer meets the specifications
 - 2.30.5 Contractor shall be required to justify the substitution, confirm warranty, etc. Acceptance or rejection of a request will be based on the District's opinion to adaptability, durability, quality, aesthetics, and Contract Amount change, compared to the specified or noted items.
- 2.31 Contractors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for the Bid evaluation purposes.

- 2.32 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.
- 2.33 Payment for the goods and/or services furnished by the Contractor shall not constitute acceptance thereof. The District shall have the right to inspect such goods and the products of such services, and to reject any or all of which are in the District's judgment defective or nonconforming. In addition to the District's other rights, goods rejected, and goods supplied in excess of quantities specified in a purchase order, may be returned to the Contractor at the Contractor's expense. The District may charge Contractor all expenses of unpacking, examining, repacking and reshipping such goods. In the event the District receives goods whose defects or nonconformity is not apparent upon examination, the District may require replacement and/or payment of damages upon discovery of the defects or nonconformity. Nothing contained herein shall relieve, in any way, Contractor from the obligation of testing, inspection, and quality control.
- 2.34 The District may, at its sole and absolute discretion:
- 2.34.1 Reject any and all or parts of any or all Bids submitted by prospective Contractors;
- 2.34.2 Re-advertise this solicitation;
- 2.34.3 Postpone or cancel the Bid process for this solicitation;
- 2.34.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this Bid or in Bids received in conjunction with this Bid; and/or
- 2.34.5 Determine the criteria and process whereby Bids are evaluated and awarded.
- 2.35 The District may terminate an agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Contractor no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Contractor shall be paid up to the date of termination for services performed under and in accordance with this agreement.
- 2.36 Information and materials submitted in response to this IFB may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -206. Information and materials that Contractor believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Contractor believes they are confidential. The District, not Contractor, shall determine whether information and materials so identified will be withheld as confidential, but will inform Contractor in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
- 2.37 Appeal of Award. Contractor may appeal the award by submitting, in writing, a request for re-consideration to the District's Procurement Services department within seventy-two (72) hours after the receipt of the notice of award.

3.0 SPECIFIC CONDITIONS

- 3.1 The District is committed to be a responsible steward of its natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship an integral part of the physical plant operation.
- 3.2 For services requiring Contractor's presence on District Property, the successful Contractor must provide proof of insurance that meets the insurance requirements stated in Section 9.0 of this Bid document. Contractor must maintain required insurance during the term of the contract.
- 3.3 During the performance of this contract, the Contractor agrees to provide a "drug-free workplace." For the purposes of this section, a "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to the Contractor. The Contractor's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance during the performance of this contract.
- 3.4 Where there appears to be variances or conflicts between the information outlined in this IFB and/or the referenced Drawings and Specifications (if applicable), the more stringent requirement shall prevail. In all cases, the Contractor is responsible for notifying the District of the variance or conflict.
- 3.5 If the Contractor experiences a back order of items from its Supplier or Distributor, the Contractor shall ensure that such back orders are filled within a reasonable period of time. The Contractor shall not invoice PSD for back ordered items until items are delivered and accepted by PSD authorized representative. PSD shall determine what constitutes a reasonable period of time and may verbally cancel back orders, seek the items from another Contractor, and charge the Contractor for any re-procurement costs.

4.0 CONTRACTOR'S RESPONSIBILITIES

- 4.1 Contractor is responsible for all permits and any fire systems permits.
- 4.2 The Contractor shall furnish all labor, materials and equipment, necessary for satisfactory Contract performance.
- 4.3 Upon request, proof will be available that the Contractor possesses adequate and sufficient equipment and resources to perform quality service and to commence work once the contract has been fully executed.
- 4.4 Contractor shall be responsible for all site cleanups, to include trash removal. District dumpsters are not to be used. The buildings and property of the District shall be left in an acceptable as found condition. All unusable materials and debris shall be removed from the District premises. At completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the District's project manager.

- 4.5 The Contractor shall be responsible for disposing environmentally hazardous waste materials in a manner that is consistent with regulations stipulated by the United States Environmental Protection Agency (EPA) as well as with any state or locally prescribed procedures.
- 4.6 Contractor shall be solely responsible for the safety of its work, materials, equipment, tools, etc. on the site and shall, if deemed necessary or expedient, employ, at its own expense, the services of a competent watchman. The District disclaims all responsibility for the safety of the work, materials, equipment tools, etc. or for any damage, which may be done to same due to theft, or any other cause until such time as the District formally accepts the completed work.
- 4.7 Contractor agrees that it is fully responsible to the District for the acts or omissions of its subcontractors or of persons employed by them, in the same way as it is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the contract or any subcontract shall create any contractual relation between any subcontractor and the District.
- 4.8 Project estimates, schedules, work activity, other trades not included in the contract, inspections, and payment requests must be approved by the District's project manager.
- 4.9 Upon issuance of a purchase order, the Contractor shall adhere to the specified start and completion timeline stated on the purchase order and/or executed agreement. Failure to complete project within the stated dates could result in termination of the contract by the District.
- 4.10 Contractor shall visit the project site prior to commencement of work to verify working area project scope and safety issues.
- 4.11 Contractor shall furnish all required personal safety equipment.
- 4.12 Contractor shall promptly repair, replace or otherwise correct any of its workmanship and any parts, materials, components, equipment or other items in the work which contain faults or defects, whether such failures are observed by the District or Contractor before or after completion. The Contractor shall bear all costs of correcting such work covered by the warranties.
- 4.13 Contractor, at its own expense, shall repair or replace any damages to any equipment, facilities or other personal or real property owned or leased by the District which is damaged as a result of any such fault or defect, at no cost to the District.
- 4.14 Contractor will be responsible for providing a clean and safe environment surrounding the work area at all times, including, if necessary, fencing of equipment, storage and work area. The buildings and property of the District shall be left in an acceptable as found condition.
- 4.15 Contractors are responsible for monitoring the BidNet website for any additional requirements, addenda and award information.

5.0 **PROJECT SCOPE AND SPECIFICATIONS**

5.1 **Summary of Work**

The Work includes removal of the composite board attachment materials along the east & west sidelines; removal of the composite board attachment materials along the north & south D-Sections; installation of new reinforced concrete attachment curbing around the entire perimeter of the synthetic field; and installation of one (1) new communication box.

5.1.1 Project will be constructed under a single prime contract.

5.1.2 The Work will be conducted in one phase.

5.1.3 Before commencing work, Contractor shall submit a schedule showing the sequence, commencement and completion dates, and move-out and -in dates of District's personnel for all phases of the Work.

5.1.4 See Tentative Schedule on the Bid Form / Contract Documents.

A. Contractor may begin the Work on **June 3, 2019** upon receipt of the Notice to Proceed, issuance of a District purchase order and a successful execution of the Limited Scope Contract.

B. Contractor shall complete the Work within the Final Completion of the Contract date of **July 12, 2019**.

5.1.5 Contractor shall have limited use of premises for construction operations. Coordinate / verify these limitations with the District's Project Manager.

5.1.6 Contractor shall limit use of premises to work in areas negotiated with the District's Project Manager. Do not disturb portions of Project site beyond areas in which the Work is indicated.

5.1.7 Contractor shall keep driveways and entrances serving premises clear and available to District, District's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

A. Schedule deliveries to minimize use of driveways and entrances.

B. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

5.1.8 The District will occupy the premises during entire construction period, with the exception of areas under construction. Contractor shall cooperate with the District during construction operations to minimize conflicts and facilitate District usage. Perform the Work so as not to interfere with District operations. Maintain existing exits, unless otherwise indicated.

A. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from the District and authorities having jurisdiction.

- B. Provide not less than seventy-two (72) hours notice to the District Project Manager of activities that will affect District operations.
- 5.1.9 Work shall be generally performed during normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except where otherwise indicated and or allowed by City of Fort Collins ordinance.
- A. Weekend Hours: Coordinate with District Project Manager prior to work.
 - B. Early Morning Hours: Not allowed before 7:00 a.m.
 - C. Late Night Hours: Generally, not allowed, however limited night construction may be considered, and must be coordinated with District personnel a minimum of five (5) days prior to commencing night time work.

5.2 Site Demolition

- 5.2.1 Contractor is responsible for "Bridging" / crossing the existing running track. Bridging shall remain in place until the turf installation is complete (August 16, 2019).
- 5.2.2 Contractor is responsible for removal of the attachment boards.
- 5.2.3 Contractor is responsible for removal of the existing sandwiched 5/4 composite decking attachment "edge with concrete ACO drain and steel grates – 740 lin.ft.
- 5.2.4 Contractor is responsible for removal of the existing sandwiched 5/4 composite decking attachment "edge – 220 lin.ft.
- 5.2.5 Contractor is responsible for removal of the one (1) existing communication box, lids, etc.
- 5.2.6 Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- Division 01 Section "Construction Recycling."
- 5.2.7 Related Sections
- Division 32 Section "Synthetic Grass Aggregate Subgrade"
 - Division 32 Section "Concrete Paving & Curbs"
- 5.2.8 Contractor shall have a minimum of five (5) years of experience and be licensed in Colorado.
- 5.2.9 Contractor shall abide and maintain any and all waste certificates required by any jurisdiction / agency on site as required for review.
- 5.2.10 Cleared materials shall become Contractor's property and shall be legally removed from Project site.

5.2.11 Submittals - The following information shall be submitted after the Bid for District review.

- A. Photographs or videotape, sufficiently detailed, of existing conditions of fencing, running track, adjoining paving, and site improvements that might be misconstrued as damage caused by the Contractor's removal of the existing field and concrete curbing.

5.2.12 Project Conditions

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing / demolition operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from District and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Utility Locator Service: Notify utility locator service for area where Project is located before commencing work.
 - 1. Synthetic Grass covered utility/electrical boxes for track timing device/wiring are located within the field, inside the track at four (4) locations. Verify the location of these structures with District prior to commencing demolition. Conduits, wire and any other existing equipment within the existing boxes shall be protected throughout construction.
- C. Do not commence site clearing and demolition operations until temporary erosion and sedimentation control measures are in place – if required.

5.2.13 Storage and Handling

- A. All materials removed must be stored/stockpiled safely onsite while waiting to be transported offsite. Contractor shall provide sufficient waste / recycling "containers" as required to accommodate the volume of turf to be exported offsite.
- B. Construction Staging: Contractor shall coordinate the facility / field access, staging and material storage with the District Project Manager prior to commencing work.

5.2.14 Preparation

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to the District.

C. Existing Chain Link Fencing removals not anticipated, but if needed (for construction access), Contractor shall disassemble sections of fencing for as little of time as possible and then re-install the fencing to equal or exceed the existing fence construction.

D. Existing goal posts shall remain. Contractor shall protect the existing goal post assemblies throughout construction.

E. Bridging (crossing) of the Existing Running Track

1. Prior to mobilizing equipment into the infield of the facility, Contractor shall construct a temporary crossing of the running surface as needed to safely protect the structural integrity of the surface and the quality / appearance of the synthetic surfacing itself.

- Contractor shall provide a detail of the proposed cross-section of the track to the District's Project Manager for review and approval prior to moving any equipment inside the track.

2. Removals: At the completion of the project, the Contractor shall entirely remove the temporary bridging from the project site. Use the August 16, 2019 date for bidding purposes.

- Prior to leaving the project, Contractor shall sweep and clean the track surface adjacent not only the temporary track bridging, but also the balance of the track – removing miscellaneous construction debris, turf, pad, spilled infill material, etc. - leaving the site in better than existing condition.

3. It is recommended that the Contractor photograph, at a minimum, the existing track condition prior to mobilizing to the site. If there is any damage to the track that was not an existing condition, the Contractor will be responsible to restoring / replacing the damaged area to a condition that equals or exceeds the existing conditions.

5.2.15 Existing Utilities: There are no known irrigation or other dry utilities (except for the previously identified communication boxes housing track timing device wiring and various PVC conduits running thru the field from west to east at an unknown elevation beneath the field). Regardless, the Contractor should call for utility locates before excavating u that will require capping / disconnecting or sealing prior to turf removal and finished field grade re-grading.

5.2.16 Synthetic Grass Surfacing and Infill Material will be by others under a separate contract.

- 5.2.17 Existing "Sideline" Concrete "J" Curb and ACO Drain / Grate Assembly removal: Contractor shall carefully remove the existing drain / concrete edge treatments as indicated on the Drawings. A new concrete curb (only) will replace this surface drain existing condition. Excavate and locate the existing perimeter drain pipe and any connections/fittings that be tied into the existing ACO drain. Cap/plug existing tie-in points as required. A new concrete perimeter curb will be installed immediately adjacent the exposed synthetic surfaced (over asphalt) track edge. Contractor to saw cut a consistent and straight line from D-zone to D-zone to accept new reinforced attachment curb profile.
- 5.2.18 Existing Back of Endzone depressed curb with sandwiched 5/4 composite decking edge: Contractor shall carefully remove the existing north and south end "lowered" curb with composite attachment edge treatment from sideline to sideline. Saw cutting a consistent and straight edge across the full length is not anticipated. New curb will be installed immediately adjacent the exposed D-section synthetic surfaced (over asphalt) edge.
- 5.2.19 Contractor shall remove the one (1) existing aluminum/plywood/turf covered communication boxes from the infield of the track. The District does not wish to retain the existing structures. Legally remove from the site.
- 5.2.20 Disposal: Remove surplus soil material, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off the District's property.
- 5.2.21 Clean Up
- A. Do not permit traffic over unprotected surface.
 - B. Contractor shall provide the labor, supplies, and equipment as necessary for final cleaning of surfaces and installed items.
 - C. All usable remnants of new material shall become property of the District, as determined by the Project Manager.
 - D. The Contractor shall keep the area clean throughout the project and clear of debris.
 - E. Surfaces, recesses, enclosures, and related spaces shall be cleaned as necessary to leave the work area in a clean, immaculate, first class condition ready for immediate occupancy and use by the District.
- 5.2.22 Protect installation, existing site structures, chain link fencing, etc. throughout construction process until date of Substantial Completion.

5.3 Earth Moving

Preparing subgrades to re-establish field crown prior to new curbing and District furnished synthetic grass installation.

- 5.3.1 Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections apply.

5.3.2 Related Sections

- Division 32 Section "Concrete Paving & Curbs"
- Division 32 Section "Synthetic Grass Aggregate Subgrade"

5.3.3 Definitions

A. Backfill - Soil material used to fill an excavation.

1. Initial Backfill - Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill - Backfill (soil or aggregates) placed over initial backfill to fill a trench.

B. Bedding Course - Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

C. Borrow Soil - Satisfactory soil imported from off-site for use as fill or backfill.

D. Excavation - Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation - Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by the Design Team. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
2. Unauthorized Excavation - Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

E. Fill - Soil materials used to raise existing grades.

F. Subbase Aggregate(s) Course - Aggregate layers placed between the subgrade and the synthetic grass installation.

G. Subgrade - Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase.

5.3.4 Utility Locator Service: Notify utility locator service for area where Project is located prior to beginning earth-moving operations.

5.3.5 Soil Materials

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from onsite excavations.

- B. Fill materials: Should consist of approved on-site lean clay with sand / sandy lean clay subsoils which are free from organic matter and debris.
- C. Base Stone: Type 1 – see Section 32 18 14, IFB Section 5.5.7.A, “Permeable Aggregate Base Material”.

5.3.6 Preparation

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

5.3.7 Excavation, General

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

5.3.8 Excavation for Curbing: Excavate surfaces under proposed curbs to indicated lines, cross sections, elevations, and subgrades.

5.3.9 Storage of Soil Materials

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of trees.

5.3.10 Utility Trench Backfill

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Initial Backfill: Place and compact initial backfill of satisfactory soil, free of particles larger than one (1) inch in any dimension.

1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
 - D. Final Backfill: Place and compact final backfill of satisfactory soil to final elevations.
- 5.3.11 Grading: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- 5.3.12 Field Quality Control
- A. Special Inspections: The District will engage a qualified special inspector to perform inspections.
 - B. Testing Agency: The District will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
 - C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
 - D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; re-compact and retest until specified compaction is obtained.
- 5.3.13 Protection
- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
 - B. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.
- 5.3.14 Disposal of Surplus and Waste Materials: Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off the District's property.

5.4 Concrete Paving and Curbs

Work includes standard gray concrete replacement perimeter curb along interior of running track [four (4) sides]. See details included on the drawings.

5.4.1 Submittals

- A. In compliance with Paragraph 5.3.2 of ASTM C94, furnish statement of composition of concrete mix and ad mixtures and evidence that mix meets specified quality.
- B. Test reports as indicated below.
- C. Submit product data and Manufacturer's instructions for:
 - 1. Curing compounds.
 - 2. Concrete mix designs.

5.4.2 References - American Concrete Institute:

- ACI 301 - Structural Concrete for Buildings
- ACI 305R - Hot Weather Concreting
- ACI 306R - Cold Weather Concreting
- ACI 316R - Recommendations for Construction of Concrete Pavements and Bases.

5.4.3 **Quality Assurance:** The District will engage a qualified independent engineering testing agency to perform field quality-control testing as needed. Contractor shall contact the agency to arrange for testing at least forty-eight (48) hours prior to each pour as determined by the District Project Manager.

5.4.4 **Project Conditions:** Place concrete only when ambient air temperatures are above 45 degrees F and rising, unless it is protected from freezing. Do not place concrete on frozen ground.

5.4.5 **Sub-Grade Material:** Dense, readily compactable material, free from vegetable matter and lumps of clay. Material excavated from on-site that meets this requirement may be used if approved.

5.4.6 **Aggregate Base Course:** Provide a minimum 4" thick Type 1 (see Section 32 18 14) aggregate base course below new concrete curb, full length.

5.4.7 Concrete

- A. The concrete should be produced from a mix design with the following minimum properties:
 - 1. Compressive Strength: 4,000 psi (minimum)
 - 2. Cement type: Type I or II Portland cement
 - 3. Concrete Aggregate: ASTM C33 and CDOT Section 703

4. Entrained Air Content (%): 5 to 8
- B. Measurement of materials, batching, mixing, transporting, and delivery shall be as specified in ASTM C94. Discharge concrete into forms within 1-1/2 hours after introduction of water to cement. When temperature of concrete is 85 degrees F or above, the time between introduction of water to cement and complete discharge of concrete into forms shall not exceed forty-five (45) minutes.
- 5.4.8 Reinforcement bars shall comply with ASTM A615, Grade 60.
- 5.4.9 Expansion Joint Fillers shall be pre-molded closed cell polyethylene foam, *equal to "Sonoflex F" by Sonneborn, Minneapolis, Minnesota*. Provide 1/2-inch thick by depth of the slab material; allow 1/2-inch thickness for joint sealer. Provide expansion joints at the intervals indicated on the Drawings.
- 5.4.10 Expansion Joint Sealant shall be a silicone material that is on CDOT's approved silicone sealant list.
- 5.4.11 Curing Compound for Standard Grey Concrete: Clear Spray Applied Membrane Forming Liquid conforming to ASTM C309, Type 1. Prokrete Apromulsion @ 50A, white *or acceptable substitution*. Curing Compound shall not reduce bonding or adhesion of finish materials applied to concrete surfaces.
- 5.4.12 Forms: Wood, masonite or steel, profiled to site conditions.
- 5.4.13 Examination and Preparation
- A. Verify grades and subgrade elevations. Remove loose material from compacted sub-grade. Compact sub-grade; give notice of unstable areas. Moisten sub-grade to provide a uniformly damp condition.
- B. Verify compacted sub-grade is ready to support paving and imposed loads. ASTM D698, Minimum Compaction: 95%.
- C. Moisten substrate to minimize absorption of water from fresh concrete as needed.
- D. Set clean forms to required grades and lines, rigidly braced and secured.
- E. Check tolerances as follows (slip form methods shall produce equivalent results):
1. Top of form: 1/8 inch in ten (10) feet
 2. Alignment of vertical face: 1/4 inch in ten (10) feet
- 5.4.14 Maintenance of Sub Grade: Maintain sub grades in a compacted condition until concrete is placed.
- 5.4.15 Forms: Metal or uniform warp free lumber coated with form release agent. Slope forms to give slabs positive drainage and stake securely. Obtain approval of District Project Manager for alignment and grade before placing

concrete. Radii shall be continuous and flowing to avoid angular intersections in the horizontal alignment. Place expansion joints at locations shown on the layout / site plans or at 120' maximum intervals.

5.4.16 Placing

- A. Concrete shall be formed, placed, vibrated and finished by hand using conventional methods. Concrete shall be placed at the line and grade shown on plans and / or shall follow the finished / existing grade of the existing synthetic track elevation.
- B. Place concrete on moistened sub grade or aggregate base as needed monolithically between construction joints. Deposit to full depth in one operation. Consolidate immediately. After depositing concrete, screed and darby or bullfloat.
- C. Concrete shall be pumped or transported across the track "bridging" by a lightweight vehicle as to not damage the track surfacing.**
- D. Install concrete adhesive on existing concrete to accept new concrete curb where old and new interface.

5.4.17 Concrete Finishing

- A. After darbying or bullfloating, stop finishing until bleeding has ceased and until concrete can support foot pressure with only about 1/8-inch indentation. During or after the first floating, check planeness of surface with a 10-foot straightedge applied at not less than two different angles, and then cut down all high spots and fill all low spots to achieve a true plane within 1/8 inch in 10 feet.
- B. Refloat slab immediately to a uniform sandy texture. Use steel trowel to densify surface, then apply medium broom finish to slab perpendicular to the curb / from track to field.

5.4.18 Form Removal: Remove forms after concrete surface is hard enough so as not to be injured in any way. Reasonable care is to be used in removing forms. Repair minor defects with mortar. Plastering will not be permitted on exposed faces.

5.4.19 Joints

- A. Construct joints true to line with faces perpendicular to surface.
- B. Expansion Joints: Expansion joint material shall be provided at the following locations and shall be in place prior to the placing of concrete:
 - at each end of curb return;
 - as shown on the plans.

1. Thoroughly clean all surfaces prior to installation of caulking material.

C. Contraction (Control) Joints in Walks: Not required.

D. Curb and Gutter Contraction (Control) Joints: Space curb joints not more than six-feet (6') on center. Contraction joints shall be tooled. Form plane of weakness by inserting and later removing a metal divider, finish with an edger or groover, or by saw cutting a previously tooled joint.

5.4.20 Curing: Thoroughly cure and protect concrete by keeping the surface moist for seven (7) calendar days or by use of curing compound applied in accordance with manufacturer's written instructions. Cure slabs with integral color in accordance with instructions of the pigment manufacturer using a pigmented membrane-forming curing compound with integral color to match concrete pigment. On exposed slabs with integral color, do not use polyethylene or paper sheeting.

5.4.21 Field Quality Control: Surfaces shall not vary more than 1/8-inch when tested with a ten-foot (10') straightedge.

5.4.22 Protection: Contractor shall be responsible for protecting the concrete flatwork until it is sufficiently hard. Concrete that is damaged by footprints, writing implements, or weather conditions is subject to replacement at no cost to the District.

5.5 Synthetic Grass Aggregate Subgrade

5.5.1 Furnish and install geo-textile fabric over previously prepared / regraded subgrade IF excavations or proposed improvements disturb the existing materials.

5.5.2 Related Documents

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Related Sections

- Division 31 Section "Earth Moving"
- Division 32 Section "Concrete Paving and Curbs"

5.5.3 Quality Assurance

A. Reference Standards: Aggregates shall comply with the following minimum standards:

1. Applicable sections of the Standard Specification for Road and Bridge Construction, Colorado State Department of Transportation, most current edition.
2. ASTM D698: Standard Measure of Test for Moisture Density Relations of Soil.

B. Qualifications

1. Sub grade Installer: Must have a minimum of five (5) years of experience and have installed a minimum of five (5) successful, similar installations (golf course work, synthetic grass drainage course work, aggregate parking lot sub base work, etc.).
2. Aggregate Supplier: A qualified material supplier must be selected under this contract to produce and deliver the specified aggregates in available quantities to the job site, coordinated with the General Contractor's time table for installation.
 - a. Supplier's materials are subject to compliance with preliminary laboratory analysis meeting the materials Specifications.

5.5.4 Submittals

- A. Provide under provisions of Division 01 Specification Sections.
- B. Quality Control Submittals: Submit testing results for each source of material.
 1. Gradation
 2. Aggregate quality
 3. Liquid Limits
 4. Plasticity index

Test results will be the basis for field quality control.

5.5.5 Delivery, Storage and Handling

- A. Deliver, store, protect and handle materials under provisions of Division 01 Specification Sections.
- B. Stockpile delivered materials near installation areas. Material will be inspected upon delivery to the site. Immediately remove unacceptable material from the site.
- C. Should any separation of the materials occur during any stage of the spreading or stockpiling, the Contractor must immediately remove and dispose of segregated/contaminated material and correct or change handling procedures to prevent any further separation.
- D. Install processed aggregates to the lines and grades shown on the Drawings. Under no circumstances shall material be pushed more than 30' from the point of discharge. Each aggregate layer must be spread uniformly with equipment that will not cause perceptible separation in gradation (separation of aggregates).
- E. Drainage, Ground Water and Weather Conditions:

1. Maintain excavations free from water during construction.
2. Remove water encountered during construction to the extent necessary to provide a firm subgrade and remove standing water.
3. Do not construct aggregate base course during freezing weather.
4. Do not place on frozen surfaces.
5. Do not place frozen materials, snow or ice in aggregate base course.
6. Do not deposit, tamp, toll or otherwise mechanically compact in water.

5.5.6 Materials

A. Permeable Aggregate Base Material: These aggregate materials utilized to construct the base must be a properly graded, crushed stone to provide a balance between stability and permeability. Aggregates shall conform to Department of Transportation specifications for crushed rock and shall be placed and compacted to the minimum depth shown on plans:

1. Type 1 - Base Stone: "¾" Material" - 4" deep (or as needed to fill backfill the excavated / demo area immediately adjacent the replacement attachment curb). Aggregates must be fractured/crushed on a minimum of three (3) faces. Material shall be devoid of mineral fines. Round sands or aggregates are prohibited. Contractor to provide gradation certification and verification of stone fracture prior to delivery and installation. Crushed recycled concrete shall NOT be allowed.

| <u>Mesh Size</u> | <u>Specification % Passing</u> |
|------------------|--------------------------------|
| 1-1/2" | 100 |
| 1" | 100 |
| ¾" | 90 - 100 |
| ½" | 25 - 60 |
| 3/8" | 20 - 55 |
| #4 | 0 - 10 |
| #8 | 0 - 5 |

Approved Material: Martin Marietta "Specification 57 / 67", Granite Canyon

5.5.7 Examination

- A. Verification of Conditions: Verify that existing site conditions are as specified and indicated before beginning work under this Section.
- B. Unsatisfactory Conditions: If Subcontractor, report unsatisfactory conditions in writing to General Contractor with copy to District's representative.

5.5.8 Field Quality Control: After the Contractor has independently confirmed compliance with the above tolerances (planarity and elevations verified by a

licensed surveyor, compaction, gradation and permeability verified by an approved geo-technical engineer) he shall notify the District's Representative and the synthetic grass contractor for final inspection and approvals.

- 5.5.9 Disposal of Surplus and Waste Materials: Remove surplus satisfactory soil, aggregates and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the School District's property.

5.6 Replacement Communication buried/field level multi-purpose junction box

- 5.6.1 Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

5.6.2 Submittals

- A. Product Data / technical literature / shop drawings from Manufacturer / supplier for each type of product indicated above.

5.6.3 Samples

- A. Submit Manufacturer's product literature and color swatches on finish metal for each of the site furnishings listed above as required.

5.6.4 Substitutions

- A. Substitutions for specific materials will be accepted under the following conditions. Alternative proposals must be fully supported by necessary documentation showing compatibility/comparability with specified materials. Substitutions must comply with the General Conditions.

5.6.5 Product Delivery and Handling

- A. Coordinate delivery requirements with Manufacturer.
- B. Products shall be delivered to the project site in good condition and shall be contained in the Manufacturer's crate/packaging. The Contractor shall not accept delivery of damaged items. Products shall free from defects and damage. Damaged products shall be replaced by the manufacturer at no additional cost
- C. Comply with Manufacturer's requirements for unloading, lifting, and placement.

5.6.6 Warranty

- A. Guarantee material used in this section against defects due to any cause for a period of two (2) full years from the date of Substantial Completion of work.
- B. Replace materials when it is no longer in a satisfactory condition as determined by the District's Project Manager for the duration of the

Warranty Period. Make replacements within fourteen (14) days of notification from the District's Project Manager.

- C. This guarantee will not be enforced should materials be subject to vandalism after final acceptance; improper maintenance procedures carried out by the District involving resulting in damage, or other similar circumstances beyond the control of the Contractor.

5.6.7 Multi-Purpose Junction Box

- A. Manufacturer: SportsField Specialties, Inc. – 888.975.3343
Contact: Michael Mercadante, Midwest Regional Manager
Ph: 607.437.9750
e-mail: mmercadante@sportsfieldspecialties.com
- B. Model: CBITI830 – 18"x30" ComBox + w/ Infill Retainer System
- C. Quantity: One (1) – Located at the southeast corner as indicated on the plan.

5.6.8 Examine areas and conditions, with District representative present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance.

- A. Proceed with installation only after unsatisfactory conditions have been corrected.

5.6.9 Installation, General

- A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of equipment where required.
- B. Mounting
 1. Following the removal of the existing structure(s) – including misc. bricks, plywood cover, concrete and other construction debris, re-set new structure per Manufacturer's installation instructions at a final / new elevation to that follows the adjacent finished aggregate surface.
 2. Provide brick or concrete leveling pads and adjust vertical position utilizing the included leveling bolts provided, of the aluminum assembly to follow the sloping condition of the field. Structure / box lid shall sit "flush" with the surrounding infilled turf system when complete. If lid sits above or below adjacent grade – possibly creating a tripping condition, the box shall be re-set / adjusted with the leveling bolts.
 3. Verify that the included 1" PVC drain outlet daylight into existing or new aggregate base. If not, extend a length of polyethylene pipe from the included drain stub over / down to the existing perimeter drainage conduit.

4. Backfill new box with onsite soils and acceptable / approved aggregate materials to match the adjacent existing depths.
 5. Grade the inside / bottom of the structure “flat” to accept a consistent / graded minimum of 4” of the Type 2 leveling stone. Boxes should be left clean and free of all construction related debris, trash and other foreign materials.
- C. Install / adhere synthetic grass to the lid and removable / locking circular handholes and provide the specified infill mix / ratio to the “lid turf” as recommended by the Manufacturer during the regular infill process.

5.6.10 Cleaning

- A. After completing installation, inspect components. Remove spots, dirt, and debris. Repair damaged finishes to match original finish or replace component.

6.0 **EVALUATIONS AND AWARD OF CONTRACT**

- 6.1 Responses to this IFB will be independently evaluated.
- 6.2 Award of the Contract shall be made to the responsive and responsible Contractor meeting the specifications and deemed to be in the best interests of the District. Interviews may be requested with one or more respondent. Final evaluation may be based on, but not limited to the following: price, adherence to specifications, performance, previous experience with similar projects and references.
- 6.2.1 Those Bids that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation.
- 6.3 A submission of a Bid in response to this IFB is an offer to Contract with the District based upon the terms, conditions, scope of work and specifications contained in this IFB. The successful Contractor will be required to enter into and sign a formal Contract.
- 6.3.1 The Contract language will control over any language contained within this IFB that conflicts with the signed and fully executed Contract.
- 6.4 All changes in Bid documents shall be through written addendum and shall be posted to BidNet.
- 6.4.1 Amendments or clarifications to the submitted Bids not requested by the District will not be accepted, nor considered in awarding of the Contract.

7.0 **PERFORMANCE AND PAYMENT BOND**

- 7.1 Colorado State Statutes require a Performance Bond and a Payment Bond on public projects more than \$50,000.00. Contractor is required to post bonds, executed by a surety company authorized to do business in the State of Colorado, upon notification

of Bid award. Performance and Payment bonds will each be equal to 100% of contract price and must remain in effect until completion of contract.

- 7.2 Both the Performance Bond and the Payment Bond shall be written on AIA A312 Performance Bond and AIA A312 Payment Bond Forms, as issued by The American Institute of Architects. Dates of bonds shall coincide with the date of the Contract between the District and Contractor. Substitute forms may not be used.

8.0 **WARRANTIES**

- 8.1 The Contractor warrants that all parts, material, components, equipment and other items used to perform the work shall be new and suitable for the purpose used and will be of good quality, free from faults and defects and all Work will be free of defects and in conformance with the Contract Documents. The Contractor also warrants that its workers will be sufficiently skilled to produce the highest quality of work, which is free from faults and defects. Work not so conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor further warrants that the construction processes and methods employed to perform the work shall be suitable for the results required.
- 8.2 The Contractor shall promptly repair, replace, or otherwise correct any of its workmanship and any parts, materials, components, equipment or other items in the work which contain faults or defects, whether such failures are observed by the District, Consultant, or Contractor before or after Final Completion. The Contractor shall bear all costs of correcting such work covered by the warranties.
- 8.3 The Contractor shall further warrant that all work shall be free of defects of material and workmanship for a period of one **(1) year minimum and/or as required in the Bid Documents**. The Contractor agrees it will, at its own expense, repair and replace all such defective work and all other work damaged thereby which become defective during the term of the Guarantee Warranty. Whenever guarantees or warranties are required by the specifications for a longer period than the one (1) year warranty, such period shall govern. The District shall have the full benefit of longer warranties provided by the Contractor.
- 8.4 Upon discovery of any warranty defect, the District shall give written notice to the Contractor and state the time frame in which the repairs shall be made.
- 8.5 The Contractor, at its own expense, shall repair or replace any damages to equipment, facilities, or other personal or real property owned by the District which is damaged as a result of any such fault or defect, at no cost to the District.

9.0 **INSURANCE**

Service Provider shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverage amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District’s Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Service Provider shall furnish the District’s Director of Records and Risk Management with certificates of the required insurance prior to the District’s approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. The standard wording of said certificates shall be amended to state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by Service Provider. Service Provider shall provide at least thirty (30) days’ advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section shall not reduce the indemnification liability that Service Provider has assumed in Section 9.1 below.

Commercial General Liability

- a. Each Occurrence Bodily Injury & Property Damage \$1,000,000
- b. Each Event Personal Injury \$1,000,000
- c. General Aggregate \$2,000,000
- d. Coverage must be written on an “occurrence” basis
- e. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles (Only if Contractor operates vehicles in performing any services under this agreement)

- a. Bodily Injury & Property Damage Combined Single Limit \$1,000,000
- b. Medical Payment Coverage \$5,000
- c. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance

Workers’ Compensation (Unless Contractor is a sole proprietorship)

- a. State of Colorado Statutory
- b. Employer’s Liability \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1; copy of policy endorsement must be attached to the Certificate of Insurance

This requirement shall not apply if Contractor is exempt under the Colorado Workers’

Compensation Act **AND** if Contractor has a current Workers' Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation.

9.1 Indemnification

Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Service Provider's operations, provision of services and/or conduct of any of its employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

10.0 REFERENCES

GC FOR FRHS SYNTHETIC TURF PROJECT IFB 19-345-002

References are mandatory – List three references for which your company has completed similar services for projects of similar scope (educational entity, construction, schedule, cost, to be considered).

10.1 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

10.2 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

10.3 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

11.0 **BID CERTIFICATION FORM**

GC FOR FRHS SYNTHETIC TURF PROJECT
IFB #19-345-002

Bids must be submitted and received in BidNet's electronic solicitation portal on or before 2:00 p.m. MST on May 3, 2019.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this Bid and that all information provided in the Bid is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this IFB, and fully understands and accepts these terms unless specific variations have been expressly listed in the Bid.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the IFB and/or the company's Bid responding to the IFB.
- The company meets or exceeds all of the required criteria as specified by this IFB, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company's Bid is being offered independently of any other Contractor and in full compliance with the terms specified in this IFB.
- The company will accept any awards made to it, as a result of this IFB for a minimum of ninety (90) calendar days following the date and time of the IFB closing.

Company Name _____

Signature of Agent _____

Printed Name _____

Title _____

e-Mail Address _____

Mailing Address _____

Phone Number _____

Contact Person _____

(If different from Agent – include e-mail address and phone number)

NOTE: Bids submitted without the signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.

12.0 BID FORM

**GC FOR FRHS SYNTHETIC TURF PROJECT
IFB #19-345-002**

Provide the information requested below. The District reserves the right to reject any or all Bids or any parts thereof. The District's intent is to award a single Contract to one Contractor.

Contractor proposes to furnish all labor and material to complete the execution of Work described in the Bid Documents.

BASE BID LUMP SUM:

_____ Dollars (\$_____)

CONFIRMATION OF ADDENDA:

Confirm the Addenda that have been received. The modifications to the Bid Documents noted in all Addenda issued have been considered and all costs are included in the Bid Sum. It is solely the responsibility of the Contractor to confirm all project Addenda have been received and included in the submitted Bid (and alter the list below):

Addendum # _____ Dated _____ Signature _____

Addendum # _____ Dated _____ Signature _____

Addendum # _____ Dated _____ Signature _____

CONFIRMATION OF SCHEDULE:

The undersigned Contractor agrees to achieve Substantial Completion of the Project on the following date. There is no early incentive offered by the District. Intent is to confirm Contractor will complete the project no later than **July 12, 2019**, the date given in the IFB.

Company Name: _____ Date: _____

Authorized Company Representative's Printed Name: _____

Authorized Company Representative's Signature: _____