

# **POUDRE SCHOOL DISTRICT R-1**

# INVITATION FOR BID METAL ROOF REPLACEMENT IFB #20-133-001

# **BID SCHEDULE**

IFB Posted to BidNet

**Pre-Bid Meeting** 

**Questions Due** 

**IFB Closing Date** 

March 12, 2020

March 23, 2020 - 8 a.m. MST

March 24, 2020 - 2 p.m. MST

April 1, 2020 – 2 p.m. MST

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# METAL ROOF REPLACEMENT IFB 20-133-001

Poudre School District (the District) is requesting bids from professional and qualified contractors for all material and labor required to provide metal roof replacements at three school sites per specifications contained 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.

Contractors planning to submit bids are encouraged to be represented at a **pre-bid meeting** on Monday, **March 23**, **2020**. The pre-bid meeting will include all three sites and begin promptly at **8 a.m.** MST at the front entrance of Johnson Elementary School (**4101 Seneca Street**, Fort Collins 80526), then move to Olander School for Project-Based Learning and finally Linton Elementary School.

Questions regarding this 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 **March 24, 2020**. 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.

Note: Every question must be submitted individually. Multiple questions per entry will not be answered.

The District will only accept and consider electronically submitted bids. Bids must be submitted and received in BidNet's electronic solicitation portal by 2:00 p.m. MST on **April 1, 2020**. At that time the submission portal will close, and no further submissions will be allowed, nor considered.

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.

District staff shall review the bids received in response to this IFB during the bid consideration period commencing on April 2, 2020. 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 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 the District 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 on the bid assures that such bid is genuine and is not a collusive or sham bid.

The District reserves the right to reject any and all bids and to waive any irregularities or informalities.

Sincerely, Karen Wailly Senior Procurement Agent

# 1.0 BACKGROUND

The 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 by all prospective contractors (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 agreement.
- 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 shall be issued upon request. The District's Tax-Exempt Number is: 98-03335.
- 2.6 There is no expressed or implied obligation for the District to reimburse Contractors for any expenses incurred in preparing bids in response to this solicitation.
- 2.7 Bids must meet or exceed specifications contained in the solicitation document.
- 2.8 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.
- 2.9 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.
- 2.10 The Contractor, by affixing its signature to this bid, certifies that its 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 its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.11 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.

- 2.12 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this agreement 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 agreement cannot be performed as a result of such action, the agreement may be terminated.
- 2.13 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.
- 2.14 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).
- 2.15 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.
- 2.16 Contractor agrees to provide the items covered in this solicitation in strict accordance with the District's specifications and at the price noted for each item.
- 2.17 Unless otherwise agreed in writing by the District, delivery of products shall be FOB 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 deliver 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.
- 2.18 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 IFB. In the event any goods sold or delivered as a result of this IFB 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.
- 2.19 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.
- 2.20 Contractor agrees 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, gender, national origin, ancestry or physical handicap.
- 2.21 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.
- 2.22 Bids shall contain a signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign bid may result in the bid being considered non-responsive.

- 2.23 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.
- 2.24 The District shall issue written addenda if substantial changes, which impact the technical submission of bids, are required. Copies of such addenda will be distributed via the BidNet system. In the event of conflict with the original agreement documents, addenda shall govern all other agreement documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- 2.25 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, its bid may be considered non-responsive and ineligible for award.
- 2.26 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.
- 2.27 The apparent silence or omissions within this 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.
- 2.28 Contractor may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest net cost for bid evaluation purposes.
- 2.29 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.
- 2.30 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.
- 2.31 The District may, at its sole and absolute discretion:
  - 2.31.1 Reject any and all or parts of any or all bids submitted by prospective Contractors;
  - 2.31.2 Re-advertise this solicitation;

- 2.31.3 Postpone or cancel the bid process for this solicitation;
- 2.31.4 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
- 2.31.5 Determine the criteria and process whereby bids are evaluated and awarded.
- 2.32 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.
- 2.33 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 -205.5. 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.
- 2.34 For the purposes of solicitation evaluation, Contractor must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Contractor's response, it shall be construed that the quote fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the District reserves the right to reject these variations if they individually, or as a whole, do not meet the standards established in the specifications.
- 2.35 The District shall be responsible for all necessary permits and inspections.
- 2.36 The District is committed to be a responsible steward of our natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all of its practices. The District has both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship an integral part of the physical plant operation.
- 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 CONTRACTOR'S RESPONSIBILITIES

3.1 The Contractor shall furnish all labor, materials and equipment, necessary for satisfactory Contract performance.

- 3.2 Upon request, proof shall 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.
- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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 agreement or any subcontract shall create a contractual relation between any subcontractor and the District.
- 3.7 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.
- 3.8 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.
- 3.9 Contractor shall visit the project site prior to commencement of work to verify working area project scope and safety issues.
- 3.10 Contractor shall furnish all required personal safety equipment.
- 3.11 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.

- 3.12 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.
- 3.13 Contractor is 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.

# 4.0 PROJECT SCOPE AND SPECIFICATIONS

- 4.1 The existing metal roof on the following three schools shall be replaced.
  - 4.1.1 Johnson Elementary School 4101 Seneca Street, Fort Collins 80526
  - 4.1.2 Linton Elementary School 4100 Caribou Drive, Fort Collins 80525
  - 4.1.3 Olander School for Project-Based Learning 3401 Auntie Stone Street, Fort Collins 80526
- 4.2 The project entails removal of the existing metal roofing material and parapet cap flashing, disposing of the debris in an acceptable manner (off-site), and installation of new roofing materials in accordance with drawings and specifications provided by RB+B Architects (Exhibits A C).
  - 4.2.1 Demo and remove all the associated standing seam metal roofing that is currently covering the roof monitors and covered walkways (approximately 21,000 sq./ft. per school site). Contractor shall verify.
  - 4.2.2 Demo and remove the existing parapet cap flashing and install new parapet cap flashing (approximately 1,600 linear feet per school site). Contractor shall verify.
  - 4.2.3 Before installing the new weatherproofing underlayment, standing seam metal roofing material, and cap flashing per the construction document specifications, the existing condition of the monitors' substructure shall be evaluated and repaired if needed.
    - 4.2.3.1 Materials for repair will be owner furnished, contractor installed (OFCI).
- 4.3 Project Schedule
  - 4.3.1 Anticipated start date: June 1, 2020
  - 4.3.2 Final completion date: no later than August 7, 2020

# 5.0 EVALUATIONS AND AWARD OF CONTRACT

- 5.1 Award shall be made to the responsive and responsible Contractors meeting the specifications and deemed to be in the best interest of the District. Final evaluation may be based on, but not limited to price, delivery time, and previous experience with similar projects.
  - 5.1.1 Those bids that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.
- 5.2 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
- 5.3 All changes in bid documents shall be through written addenda and shall be posted to BidNet.
  - 5.3.1 Amendments or clarifications to the submitted bids not requested by the District will not be accepted, nor considered in awarding the agreement.
- 5.4 The successful Contractors will be required to enter into and sign a formal agreement with the District. A sample agreement has been provided as Exhibit D. The agreement language will control over any language contained within this IFB that conflicts with the signed and fully executed agreement.
  - 5.4.1 If the Contractor has concerns with the language contained within the proposed agreement, the concerns shall be identified in its response.
  - 5.4.2 In the case of conflicts between the IFB and any referenced bid documents, the more stringent requirements shall govern. In all cases, the Contractor is responsible for notifying the District of the conflict.

# 6.0 INSURANCE

Contractor 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 coverages and 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. Contractor 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. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District Attention: Risk Management

Email: risk@psdschools.org (preferred method of communication)

2407 Laporte Ave Ft. Collins, CO 80521

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section shall not reduce the indemnification liability that Contractor has assumed in section 6.1.

# **Commercial General Liability**

Coverage to include:

- a. Premises and Operations
- b. Explosions, Collapse and Underground Hazard
- c. Personal / Advertising Injury
- d. Products / Completed Operations
- e. Liability assumed under an Insured Contract (including defense costs assumed under Contract)
- f. Designated Construction Project(s) General Aggregate Limit, ISO CG 2503 or equivalent
- g. Automatic Additional Insurance Endorsement, Owners, Lessees, or Contractors Endorsement, ISO CG 2038 or equivalent
- h. Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including Completed Operations, Lessees or Contractors Endorsement, ISO CG 2307 or equivalent and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

Completed Operations coverage must be kept in effect for up to the statue of repose after project completion.

# Minimum Limits

a.	Each Occurrence Limit	\$2,000,000
b.	General Aggregate	\$3,000,000
C.	Products/Completed Operations Aggregate	\$3,000,000
d.	Personal/Advertising Injury	\$2,000,000
e.	Fire Damage (Any One Fire)	\$50,000
f.	Medical Payments (Any One Person)	\$5,000

For estimated Projection Construction Cost from \$10,000,000 - \$29,999,999:

a.	Each Occurrence	\$5,000,000
b.	General Aggregate	\$5,000,000
C.	Products/Completed Operations Aggregate	\$5,000,000
d.	Personal/Advertising Injury	\$5,000,000
e.	Fire Damage (Any One Fire)	\$50,000
f.	Medical Payments (Any One Person)	\$5,000

For estimated Projection Construction Cost from \$30,000,000 - \$49,999,999:

a.	Each Occurrence	\$10,000,000
b.	General Aggregate	\$10,000,000
C.	Products/Completed Operations Aggregate	\$10,000,000
d.	Personal/Advertising Injury	\$10,000,000
e.	Fire Damage (Any One Fire)	\$50,000
f.	Medical Payments (Any One Person)	\$5,000

For estimated Projection Construction Cost from \$50,000,000 - \$99,999,999:

a.	Each Occurrence	\$25,000,000
b.	Annual Aggregate	\$25,000,000
C.	Products/Completed Operations Aggregate	\$25,000,000
d.	Personal/Advertising Injury	\$25,000,000
e.	Fire Damage (Any One Fire)	\$50,000
	Medical Payments (Any One Person	\$5,000

For estimated Projection Construction Cost over \$100,000,000 - Contact Risk Management for limits and type of insurance.

# **Professional Liability**

## Minimum Limits

a.	Each Occurrence or Wrongful Act Limit	\$1,000,000
b.	Annual Aggregate Limit	\$3,000,000

- c. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.
- d. Contractor must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Contractor is made.

Contractor's Pollution Liability, Including Errors and Omissions (If work involves potential pollution risk or losses caused by pollution conditions, including asbestos).

For losses caused by pollution conditions including coverage for bodily injury, property damage, (including natural resource damage), cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense costs, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to the sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). and cleanup costs that arise from the operations of the Contractor as described in the Scope of Services section of this Agreement.

# Minimum Limits

- a. Per Loss \$5,000,000
- b. Products/Completed Operations Aggregate \$5,000,000
- c. The policy shall provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.
- d. The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from the Contractor's contracting activities for which the Contractor is legally liable.
- e. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.
- f. The policy shall be endorsed to include the following additional insured language: "Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor" and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract. Copy of policy endorsement must be attached to the Certificate of Insurance.
- g. Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.
- h. Completed Operations Coverage shall be kept in place for up to the statute of repose.

## **Builders' Risk**

The policy shall:

- a. Be written on an "All Risk" basis (Special Coverage Form) including flood and earthquake.
- b. Provide coverage of property at the construction site, off-site storage locations and in transit
- c. Be written on a completed value; the estimated completed value of the project is used as the limit of insurance.
- d. Poudre School District R-1, its elected officials, employees, agents, and volunteers, the contractor, and subcontractors, shall be named insureds under the policy.

Soft Costs (or delay in opening) coverage is necessary on very large projects. Specific coverage requirements will be determined based on the possible exposure. Contact Risk Management for additional specific insurance requirements.

- Coverage for contracts less than \$1 million is provided by Colorado School Districts
   Self Insurance Pool and requires a completed application.
- Contracts that exceed \$1 million may require additional builders' risk insurance coverage.

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

Bodily Injury & Property Damage Combined Single Limit Minimum

\$1,000,000

# If work involves the transportation of hazardous materials or regulated substances:

- a. Bodily Injury/Property Damage (Each Accident) Minimum Limit\$5,000,000
- b. The Policy shall include a CA 9948 Endorsement (or its equivalent) and MCS-90 to provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.
- c. The policy shall be endorsed to include the following additional insured language: "Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured to the policy, with respect to liability arising out of the activities performed by, or on behalf of the Contractor and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

# Workers' Compensation and Employers' Liability\*

# Minimum Limits

a. State of Coloradob. Employer's LiabilityStatutory\$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.

\*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.

6.1 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 Contractor'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.

# 7.0 REFERENCES

# **METAL ROOF REPLACEMENT IFB 20-133-001**

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

1	Company Name	
	Address	
	Contact Person _	
	Telephone	
	Email _	
	Describe type of	work/service performed or items supplied
2	Company Name	
_	Address	
	-	
	Contact Person <sub>-</sub>	
	Telephone	
	Email _	
	Describe type of	work/service performed or items supplied
3	Company Name	
	Address	
	-	
	Telephone _	
	Email _	
	Describe type of	work/service performed or items supplied

# 8.0 BID CERTIFICATION FORM

## **METAL ROOF REPLACEMENT IFB 20-133-001**

Bids must be submitted and received in BidNet's electronic solicitation portal on or before 2:00 p.m. MST on April 1, 2020.

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 shall 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 shall 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	
Mailing Address	
Phone Number	
Contact Person	
ut different from Agent – includ	de 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.

# 9.0 BID FORM

**BID LUMP SUM:** 

# **METAL ROOF REPLACEMENT IFB 20-133-001**

The District reserves the right to reject any or all bids or any parts thereof. Contractor proposes to furnish all labor and material to complete the execution of Work described in the bid documents.

Johnson Elementa	ry School		
			_ Dollars (\$
Linton Elementary	School		
			_ Dollars (\$
Olander School for	Project-Based L	earning	
			_ Dollars (\$
ALTERNATES:			
Johnson Elementa	ry School Alterna	ite #1 – Full glazing replacem	ent
Johnson Elementa	ry School Alterna	ite #2 – Snow guards	
Linton Elementary			
			_ Dollars (\$
Olander School for	Project-Based L	earning Alternate #1 – Snow	guards
			_ Dollars (\$
The modifications t		ents noted in all addenda issu Lump Sum.	ed have been considered
Addendum #	Dated	Signature	
Addendum #	Dated	Signature	

	<b>D</b> 1
Company Name:	Date:
Authorized Company Representative's Printed N	ame:
Authorized Company Representative's Signature	:



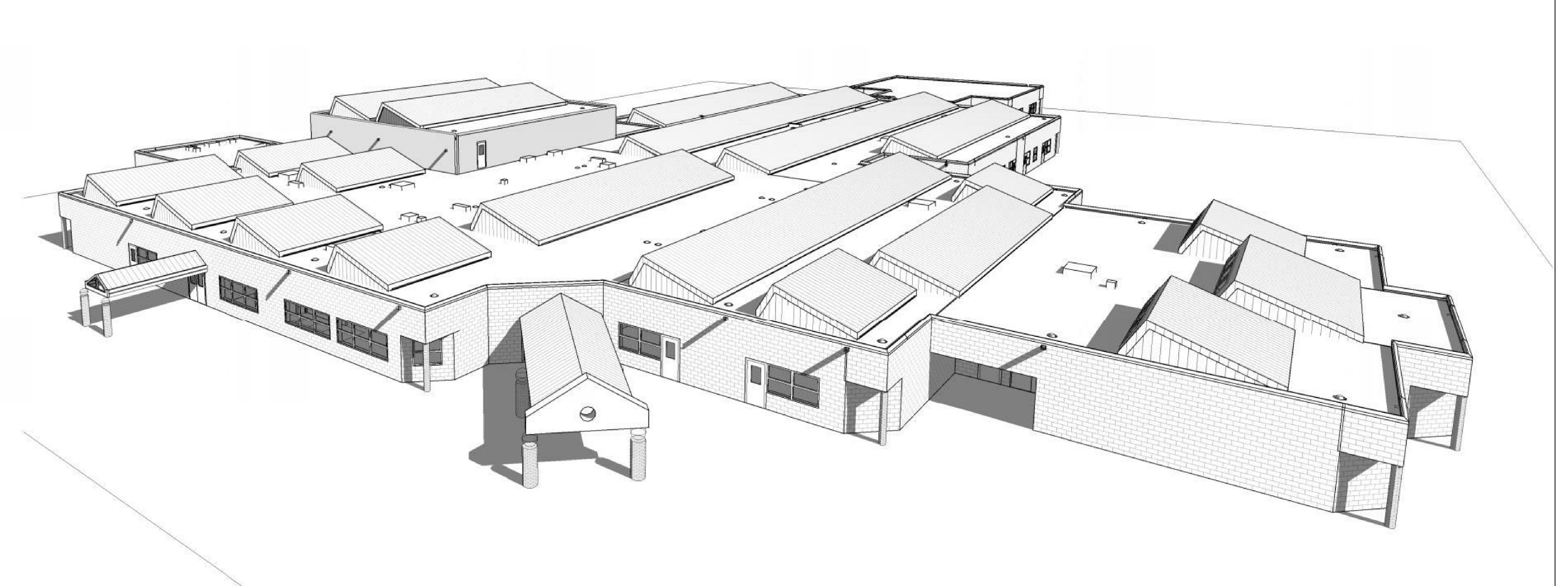
# JOHNSON ELEMENTARY SCHOOL METAL ROOF REPLACEMENT

**POUDRE SCHOOL DISTRICT** 

POUDRE SCHOOL DISTRICT 2407 LAPORTE AVENUE FORT COLLINS, COLORADO 80521 Phone: 970.490.3617 Fax: 970.490.3524

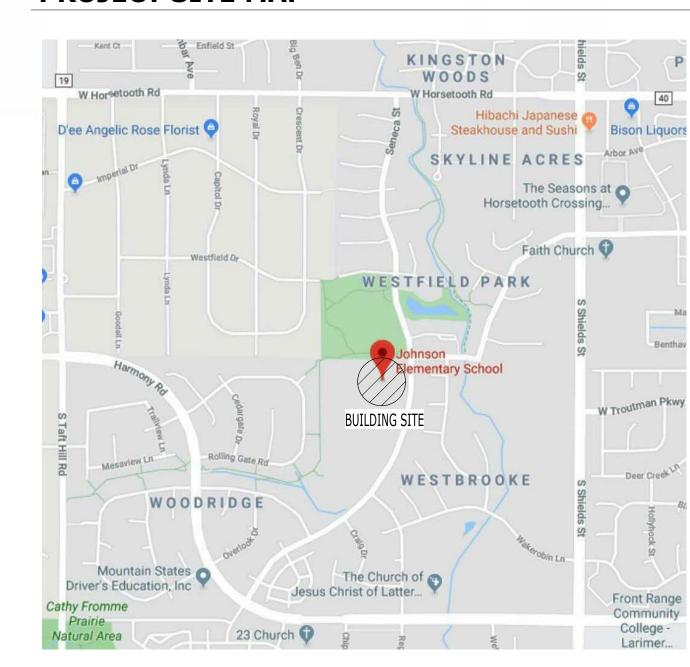
# **ARCHITECT**

RB+B ARCHITECTS, INC. 315 E. MOUNTAIN AVENUE FORT COLLINS, COLORADO 80524 Phone: 970.484.0117 Fax: 970.484.0264



# CONTRACT **DOCUMENTS**

# PROJECT SITE MAP



# **GENERAL NOTES**

1. DO NOT SCALE DRAWINGS. FIELD VERIFY ALL DIMENSIONS. NOTIFY

3. CONTRACTOR TO PROVIDE ROOF PROTECTION AT ALL AREAS UNDER CONSTRUCTION OPERATIONS.

4. CONTRACTOR SHALL SUBMIT A CONSTRUCTION STAGING PLAN FOR OWNER/ARCHITECT'S REVIEW AT THE PRE-CONSTRUCTION CONFERENCE. THE STAGING PLAN SHALL IDENTIFY THE CONTRACTOR'S PROPOSED MATERIAL STAGING AREAS AS WELL AS PROPOSED CRANE SET LOCATIONS. RE: A543 FOR AERIAL PHOTOGRAPH TO BE USED IN CREATING STAGING PLAN.

5. CONTRACTOR TO PROTECT EXISTING TO REMAIN ADJACENT FLAT ROOF SURFACES AND REPAIR ANY AREAS DAMAGED BECAUSE OF WORK PERFORMED IN THIS CONTRACT.

# **SHEET INDEX**

G000 COVER SHEET

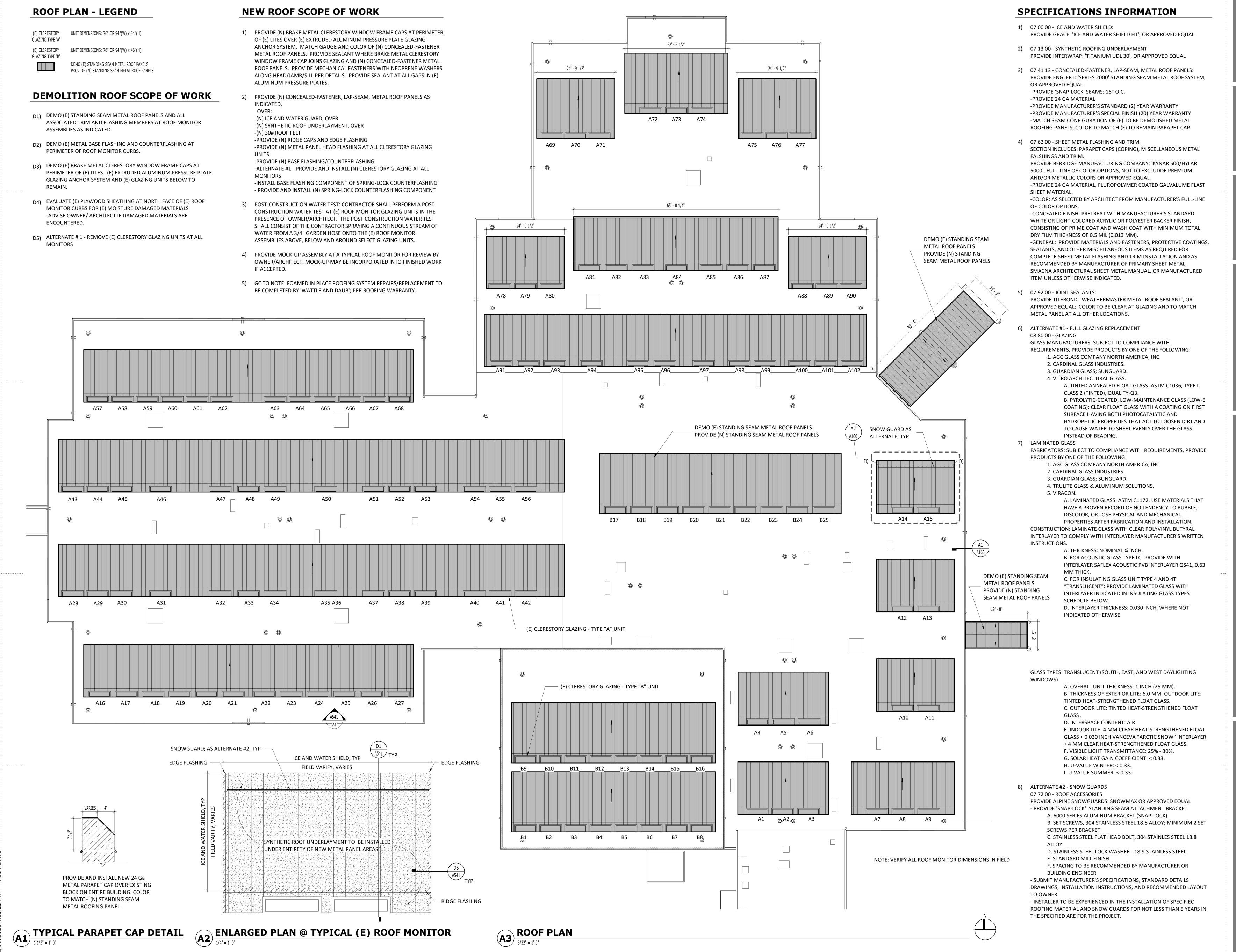
**ROOF PLAN ROOF DETAILS** ROOF DETAILS A543 EXISTING PHOTOS

# LIST OF PROPOSED ALTERNATES

ALTERNATE #1 - FULL GLAZING REPLACEMENT ALTERNATE #2 - SNOW GUARDS



PROJECT #: 1907.2 ISSUED: 01.27.2020

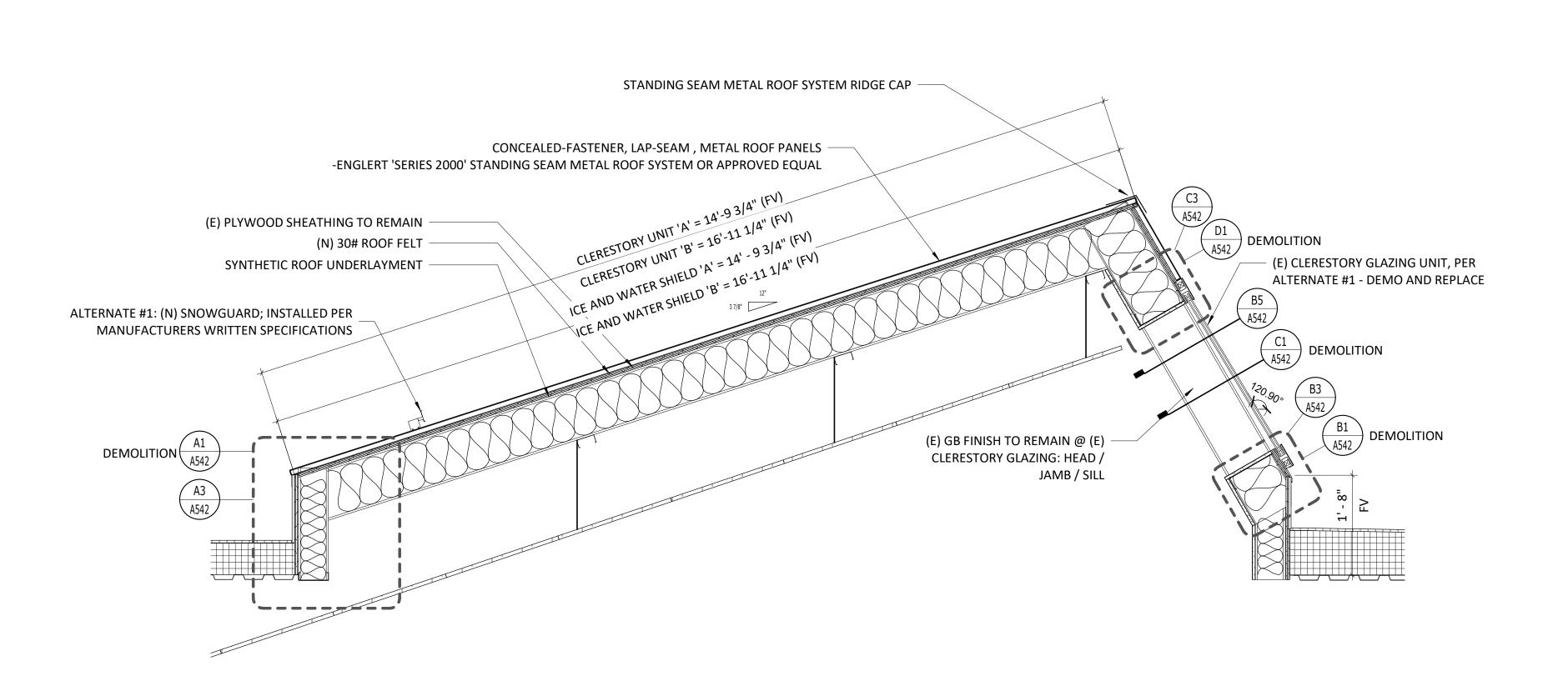


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**PROJECT #:** 1907.2

**ISSUE DATE:** 01.27.2020

**REVISIONS** NO DESCRIPTION DATE



— (N) 30# ROOF FELT / (E) PLYWOOD SHEATHING CONCEALED FASTENER CONCEALED FASTENER EDGE FLASHING SYNTHETIC ROOF UNDERLAYMENT (N) 30# ROOF FELT ─ (E) PLYWOOD SHEATHING TO REMAIN - SPRING-LOCK BASE AND COUNTER FLASHING

SYNTHETIC ROOF UNDERLAYMENT

(E) ROOF MONITOR END WALL

1 1/2" = 1'-0"

ROOF MONITOR SECTION

3/4" = 1'-0"

- CONCEALED FASTENER, LAP SEAM, METAL ROOF SYSTEM RIDGE CAP (E) METAL STUD — (E) METAL STUD (E) RUNNER CHANNEL — (E) RUNNER CHANNEL CONCEALED-FASTENER, LAP-SEAM , METAL ROOF PANELS -ENGLERT 'SERIES 2000' STANDING SEAM METAL ROOF SYSTEM OR APPROVED EQUAL - (E) CLERESTORY GLAZING UNIT; PER ALTERNATE #1 DEMO AND REPLACE NEW METAL CAP TRIM OVER NEW SNAP-CAP TRIM (LAP HEAD TRIM OVER JAMB TRIM OVER SILL TRIM - TYP.) (E) RUNNER CHANNEL NOTE: TRIM OVER (E) SNAP-CAP APPLY SEALANT AT EACH 1/2" TYP. 3' - 1" 3' - 1" 3' - 1" 3' - 1" (E) METAL STUD (E) METAL STUD 🗕 (E) RUNNER CHANNEL SPRING-LOCK BASE AND COUNTER FLASHING (E) SPRAYED-IN-PLACE FOAM INSULATION TOP-COAT; PATCH AND REPAIR (E) ROOF CONDITIONS WHERE (E) RUNNER CHANNEL DAMAGED AND/OR EXPOSED INSULATION TO (E) RUNNER CHANNEL MAINTAIN BUILDING ENVELOPE (E) METAL STUD (E) RUNNER CHANNEL (E) ROOF ASSEMBLY (E) STEEL JOIST FRAMING (E) FRAMING ELEVATION **EXTERIOR ELEVATION** 

(E) ROOF MONITOR ELEVATION

3/4" = 1'-0"

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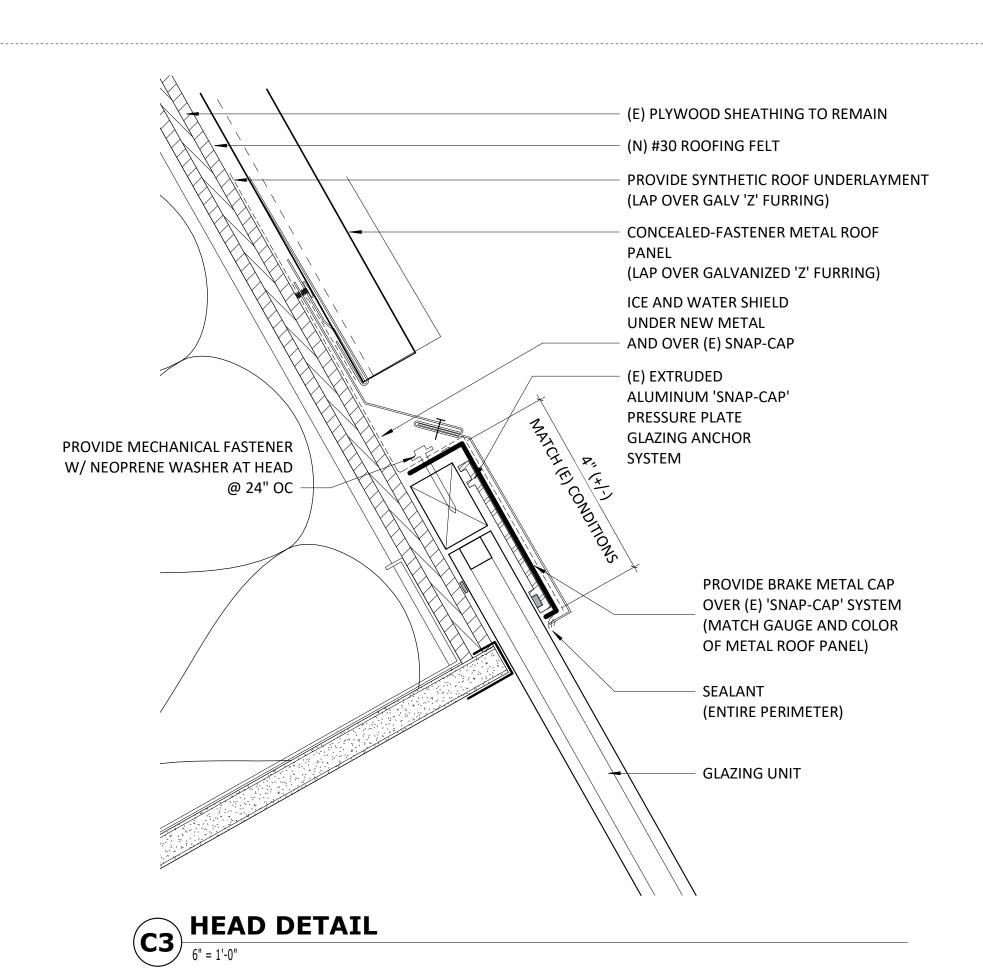
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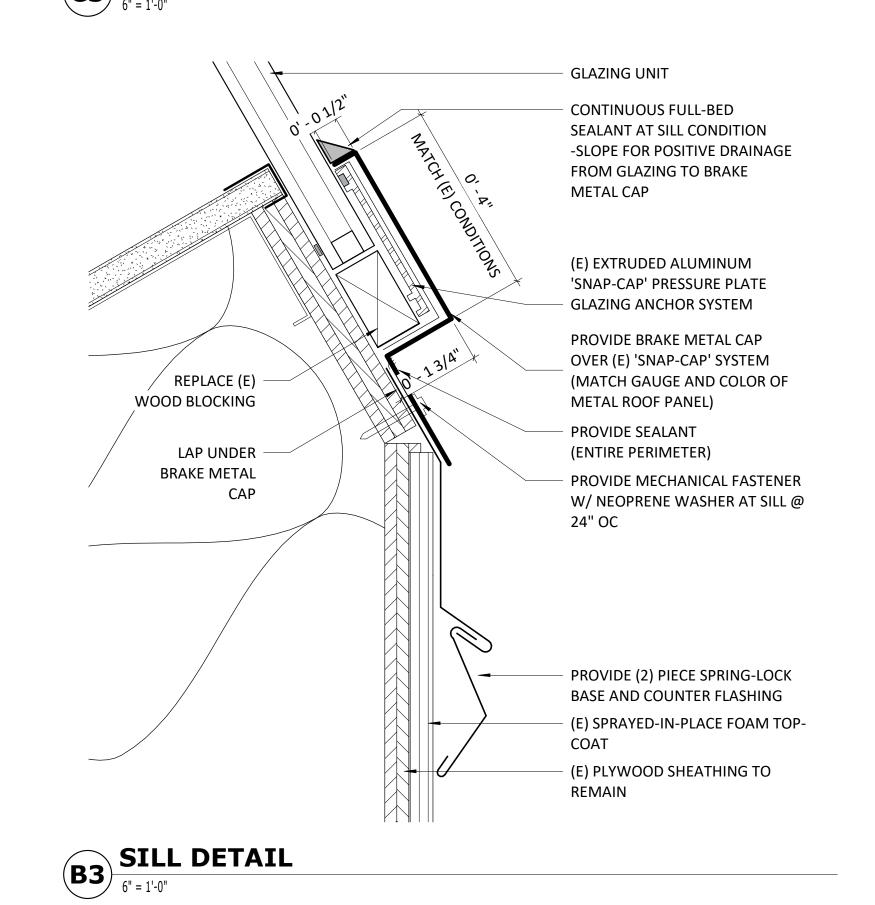
Suite 100

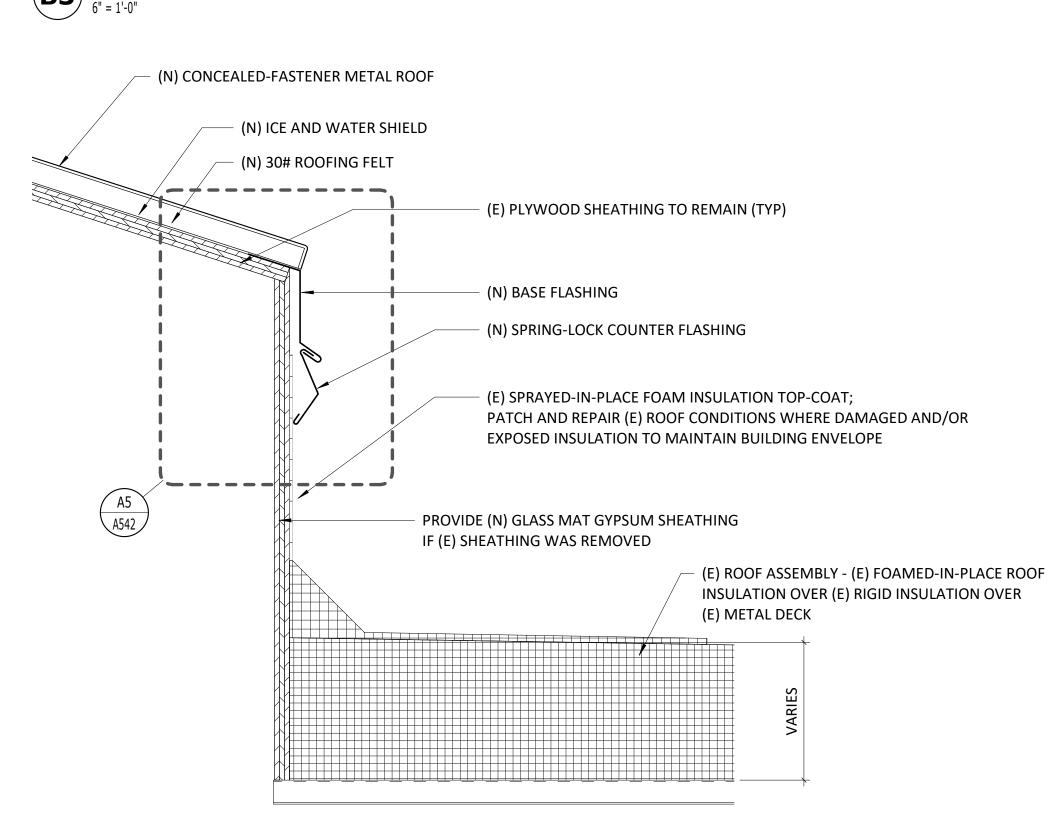
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**REVISIONS** 

NO DESCRIPTION DATE

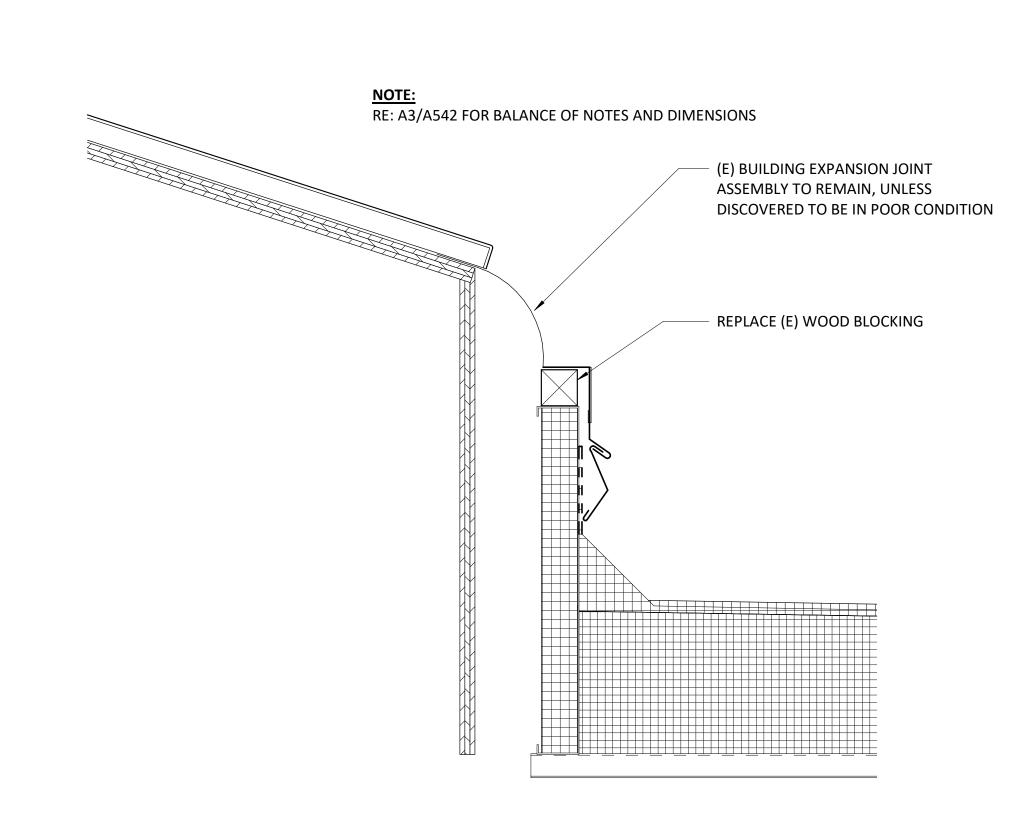


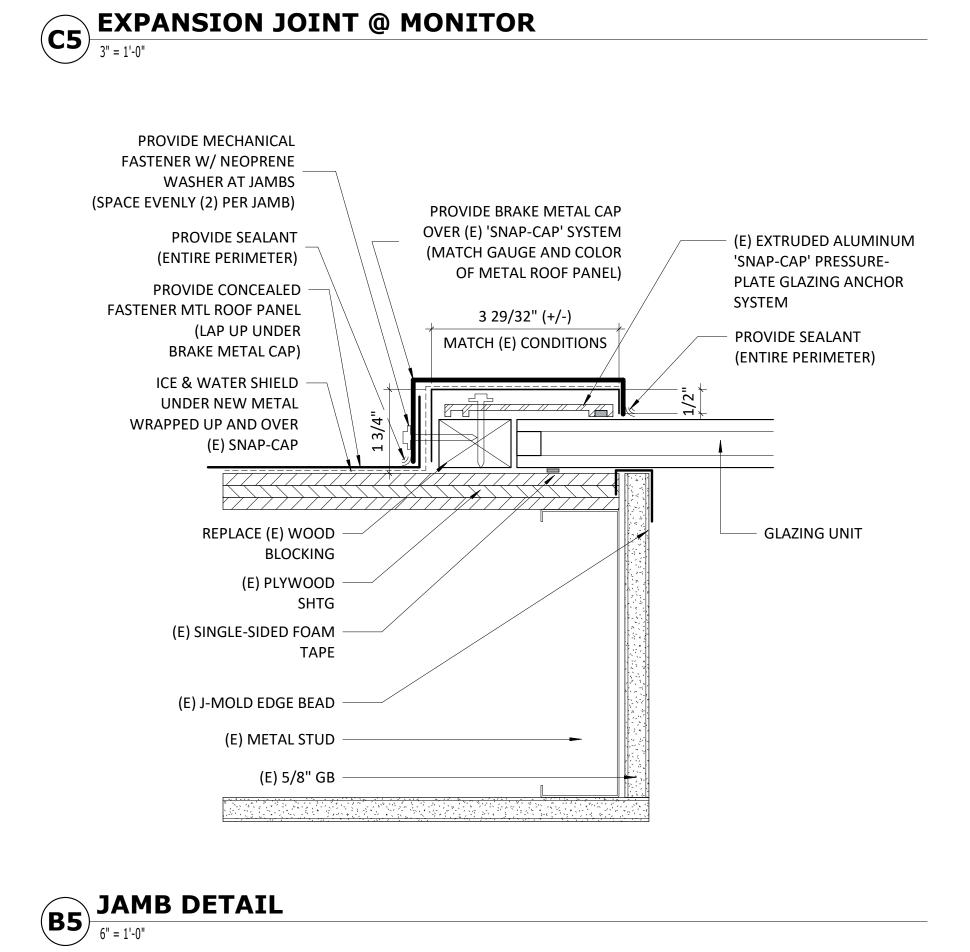


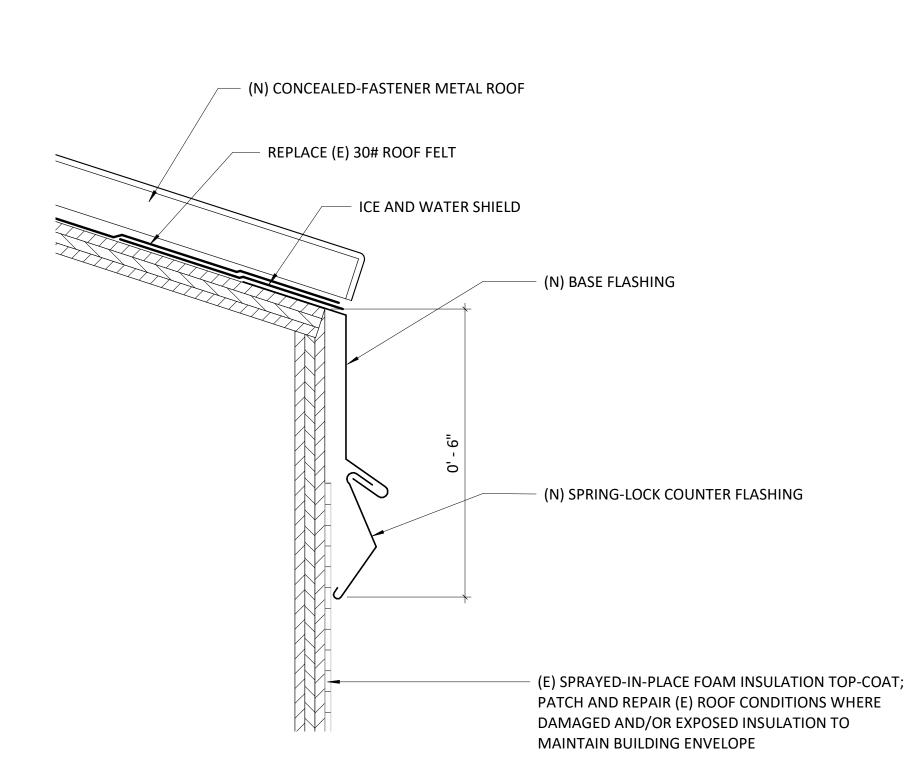


MONITOR FLASHING

3" = 1'-0"









SCH00

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Suite 100

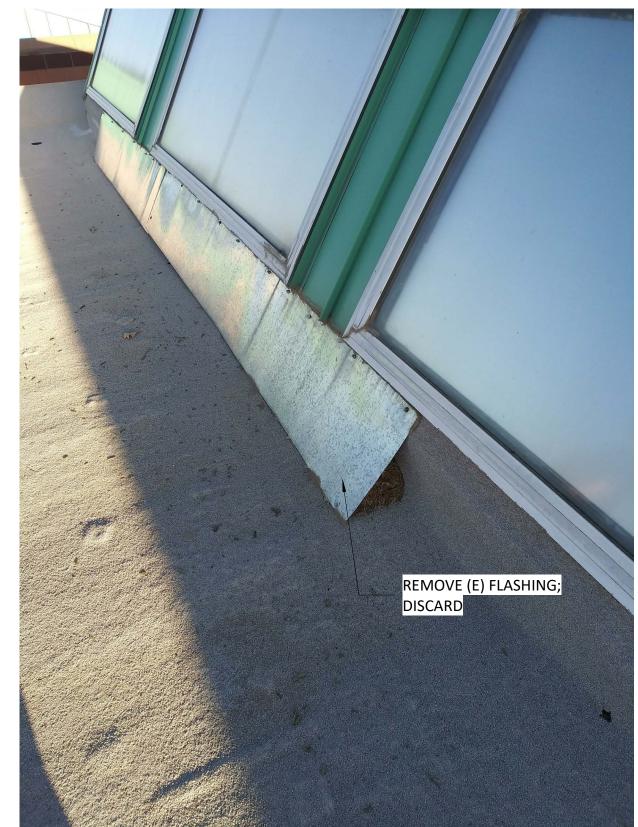
F - 970.484.0264

**PROJECT #:** 1907.2 **ISSUE DATE:** 01.27.2020 **REVISIONS** NO DESCRIPTION DATE

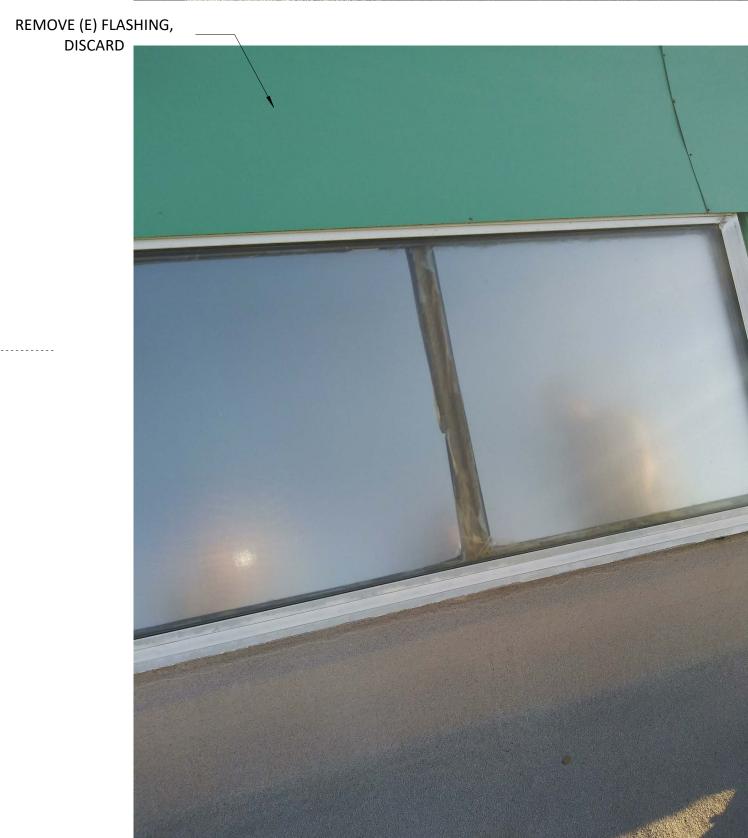
ROOF DETAILS



EXISTING CONDITIONS PHOTOGRAPHS



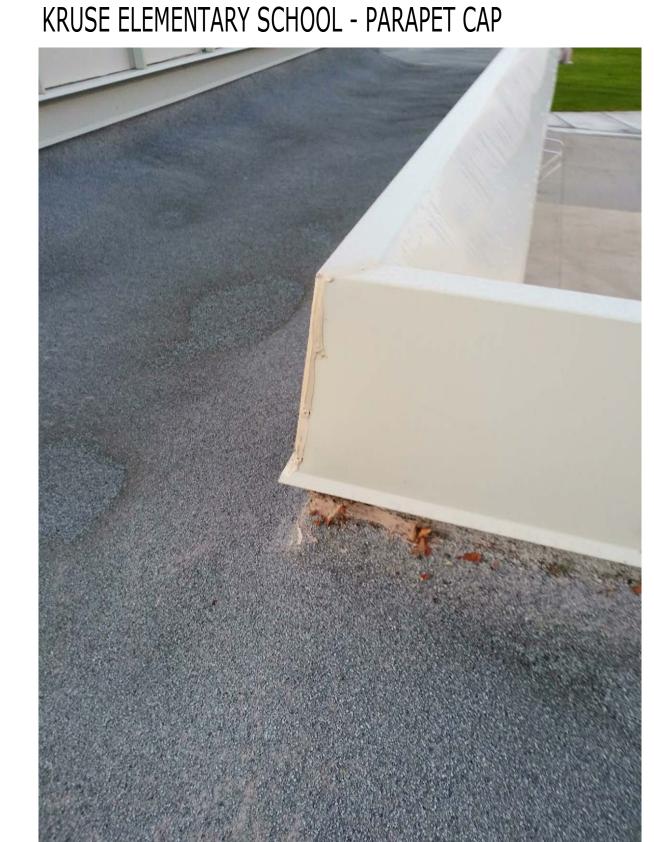


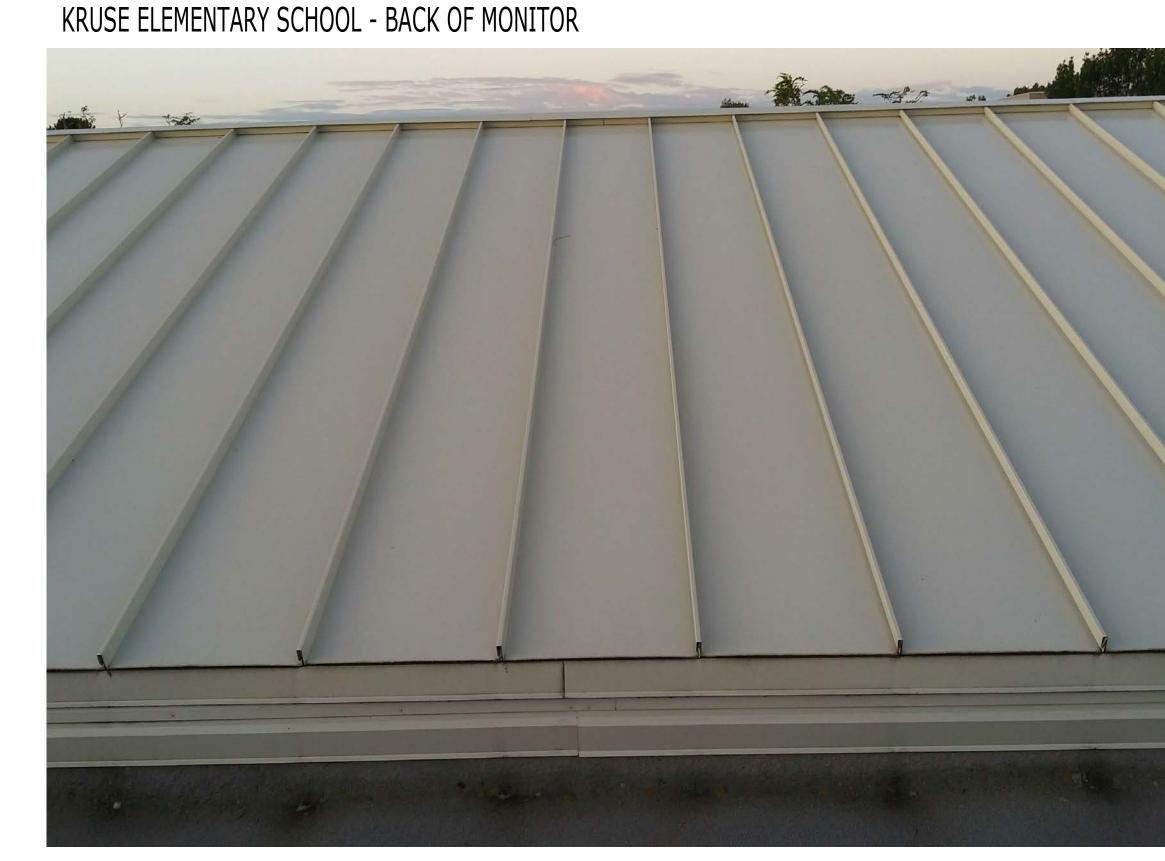




KRUSE ELEMENTARY SCHOOL - PRECEDENCE MONITOR DESIGN - MATCH







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F - 970.484.0264
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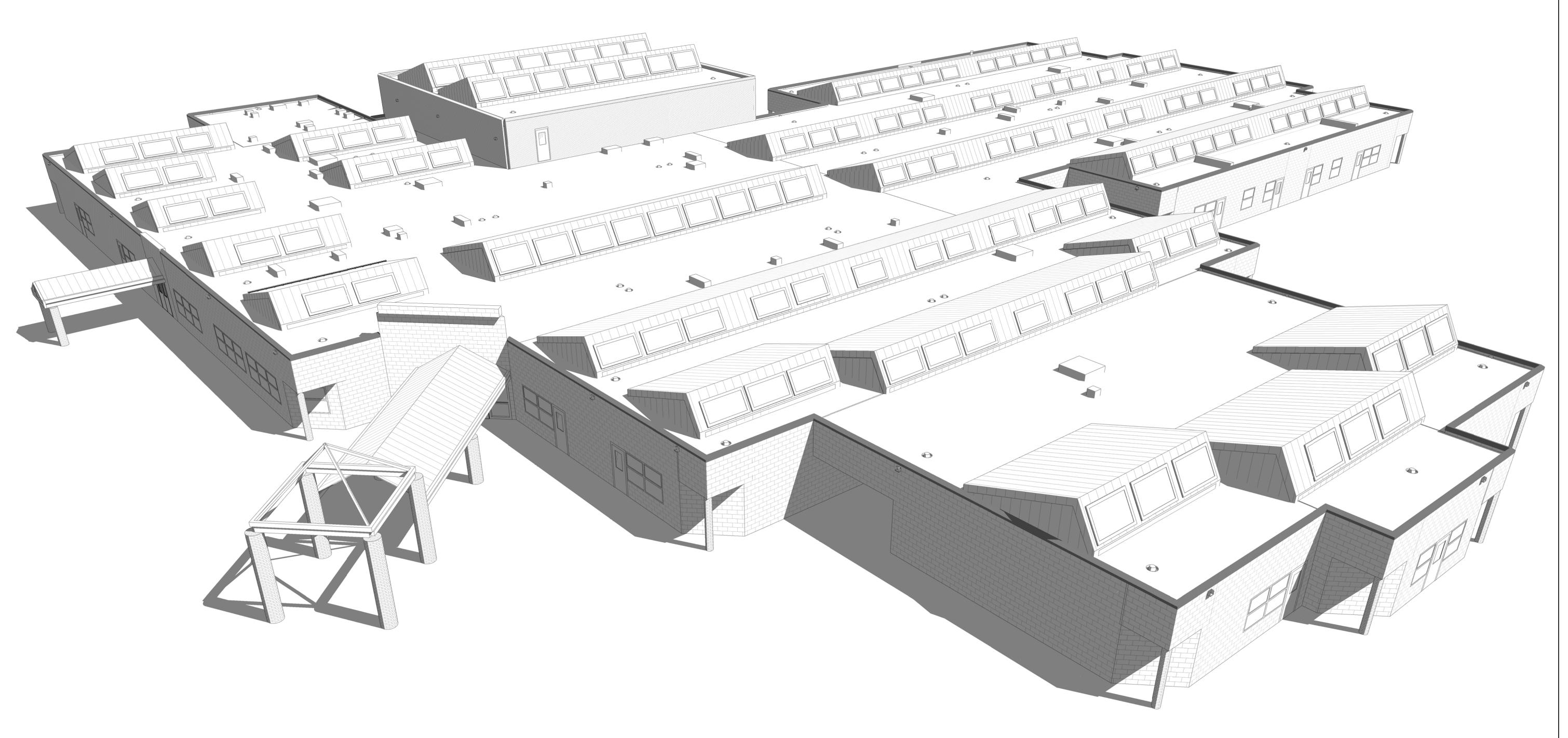
**PROJECT #:** 1907.2 **ISSUE DATE:** 01.27.2020

REVISIONS
NO DESCRIPTION DATE



# LINTON ELEMENTARY METAL ROOF REPLACEMENT

**POUDRE SCHOOL DISTRICT** 



# WNED

POUDRE SCHOOL DISTRICT
2407 LAPORTE AVENUE
FORT COLLINS, COLORADO 80521
Phone: 970.490.3617
Fax: 970.490.3524

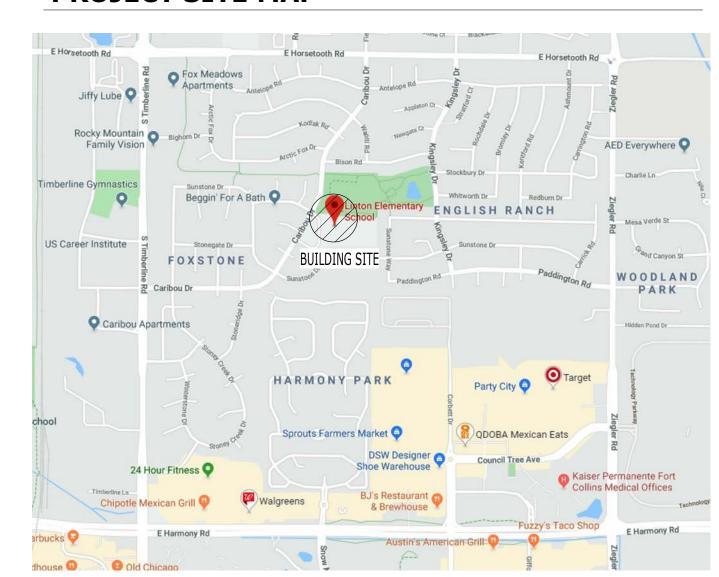
# ARCHITECT

RB+B ARCHITECTS, INC. 315 E. MOUNTAIN AVENUE SUITE 100 FORT COLLINS, COLORADO 8052

Phone: 970.484.0117 Fax: 970.484.0264

CONTRACT
DOCUMENTS

# PROJECT SITE MAP



# **GENERAL NOTES**

- 1. DO NOT SCALE DRAWINGS. FIELD VERIFY ALL DIMENSIONS. NOTIFY
- 2. CONTRACTOR TO PROVIDE \$20,000 ALLOWANCE IN BID FOR SKYLIGHT GLAZING BROKEN DURING CONSTRUCTION. IN ADDITION, OWNER TO BE NOTIFIED IF ANY (E) WOOD NAILER STRIPS ARE MOISTURE DAMAGED AND IN NEED OF REPLACEMENT. OWNER TO PROVIDE REPLACEMENT NAILER STRIPS AT WINDOWS AS NEEDED.
- 3. CONTRACTOR TO PROVIDE ROOF PROTECTION AT ALL AREAS UNDER CONSTRUCTION SUCH THAT (E) ROOF SURFACE IS NOT DAMAGED DURING CONSTRUCTION OPERATIONS.
- 4. CONTRACTOR SHALL SUBMIT A CONSTRUCTION STAGING PLAN FOR OWNER/ARCHITECT'S REVIEW AT THE PRE-CONSTRUCTION CONFERENCE. THE STAGING PLAN SHALL IDENTIFY THE CONTRACTOR'S PROPOSED MATERIAL STAGING AREAS AS WELL AS PROPOSED CRANE SET LOCATIONS. RE: A543 FOR AERIAL PHOTOGRAPH TO BE USED IN CREATING STAGING PLAN.
- 5. CONTRACTOR TO PROTECT EXISTING TO REMAIN ADJACENT FLAT ROOF SURFACES AND REPAIR ANY AREAS DAMAGED BECAUSE OF WORK PERFORMED IN THIS CONTRACT.

# SHEET INDEX

G000 COVER SHEET

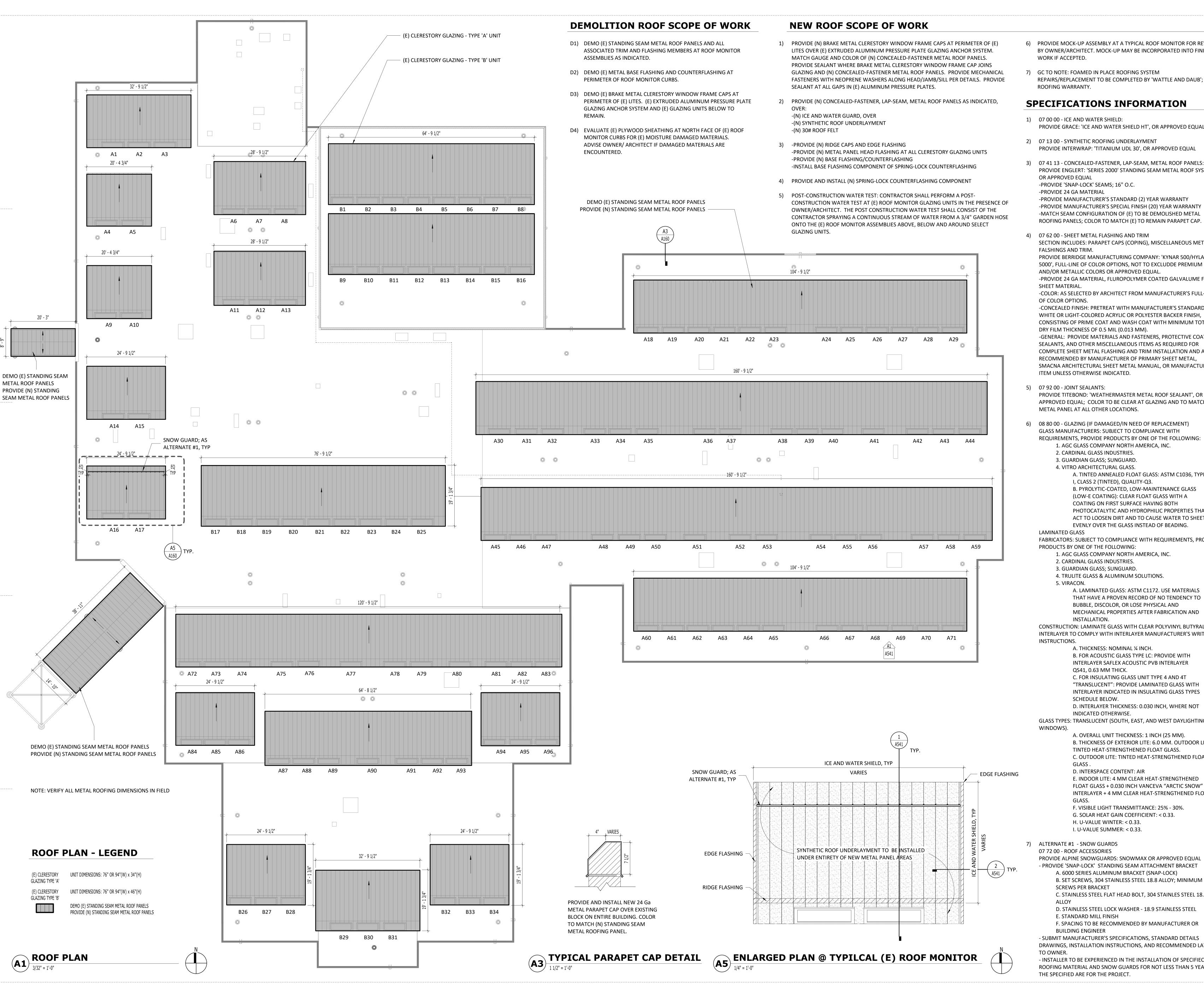
A160 ROOF PLAN
A541 ROOF DETAILS
A542 ROOF DETAILS
A543 EXISTING PHOTOS

# LIST OF PROPOSED ALTERNATES

ALTERNATE #1 - SNOW GUARDS



PROJECT #: 1907.3 ISSUED: 01.27.2020



- 6) PROVIDE MOCK-UP ASSEMBLY AT A TYPICAL ROOF MONITOR FOR REVIEW BY OWNER/ARCHITECT. MOCK-UP MAY BE INCORPORATED INTO FINISHED WORK IF ACCEPTED.
- 7) GC TO NOTE: FOAMED IN PLACE ROOFING SYSTEM REPAIRS/REPLACEMENT TO BE COMPLETED BY 'WATTLE AND DAUB'; PER ROOFING WARRANTY.

# SPECIFICATIONS INFORMATION

- 1) 07 00 00 ICE AND WATER SHIELD:
  - PROVIDE GRACE: 'ICE AND WATER SHIELD HT', OR APPROVED EQUAL
- PROVIDE INTERWRAP: 'TITANIUM UDL 30', OR APPROVED EQUAL
- 3) 07 41 13 CONCEALED-FASTENER, LAP-SEAM, METAL ROOF PANELS: PROVIDE ENGLERT: 'SERIES 2000' STANDING SEAM METAL ROOF SYSTEM, OR APPROVED EQUAL
- -PROVIDE 'SNAP-LOCK' SEAMS; 16" O.C. -PROVIDE 24 GA MATERIAL
- -PROVIDE MANUFACTURER'S STANDARD (2) YEAR WARRANTY -PROVIDE MANUFACTURER'S SPECIAL FINISH (20) YEAR WARRANTY
- 4) 07 62 00 SHEET METAL FLASHING AND TRIM SECTION INCLUDES: PARAPET CAPS (COPING), MISCELLANEOUS METAL
- FALSHINGS AND TRIM. PROVIDE BERRIDGE MANUFACTURING COMPANY: 'KYNAR 500/HYLAR 5000', FULL-LINE OF COLOR OPTIONS, NOT TO EXCLUDDE PREMIUM
- -PROVIDE 24 GA MATERIAL, FLUROPOLYMER COATED GALVALUME FLAST SHEET MATERIAL.
- -COLOR: AS SELECTED BY ARCHITECT FROM MANUFACTURER'S FULL-LINE OF COLOR OPTIONS.
- -CONCEALED FINISH: PRETREAT WITH MANUFACTURER'S STANDARD WHITE OR LIGHT-COLORED ACRYLIC OR POLYESTER BACKER FINISH, CONSISTING OF PRIME COAT AND WASH COAT WITH MINIMUM TOTAL DRY FILM THICKNESS OF 0.5 MIL (0.013 MM).
- -GENERAL: PROVIDE MATERIALS AND FASTENERS, PROTECTIVE COATINGS, SEALANTS, AND OTHER MISCELLANEOUS ITEMS AS REQUIRED FOR COMPLETE SHEET METAL FLASHING AND TRIM INSTALLATION AND AS RECOMMENDED BY MANUFACTURER OF PRIMARY SHEET METAL, SMACNA ARCHITECTURAL SHEET METAL MANUAL, OR MANUFACTURED ITEM UNLESS OTHERWISE INDICATED.
- 5) 07 92 00 JOINT SEALANTS: PROVIDE TITEBOND: 'WEATHERMASTER METAL ROOF SEALANT', OR APPROVED EQUAL; COLOR TO BE CLEAR AT GLAZING AND TO MATCH METAL PANEL AT ALL OTHER LOCATIONS.
- 6) 08 80 00 GLAZING (IF DAMAGED/IN NEED OF REPLACEMENT) GLASS MANUFACTURERS: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY ONE OF THE FOLLOWING:
  - 1. AGC GLASS COMPANY NORTH AMERICA, INC. 2. CARDINAL GLASS INDUSTRIES. 3. GUARDIAN GLASS; SUNGUARD.
  - 4. VITRO ARCHITECTURAL GLASS. A. TINTED ANNEALED FLOAT GLASS: ASTM C1036, TYPE
  - I, CLASS 2 (TINTED), QUALITY-Q3. B. PYROLYTIC-COATED, LOW-MAINTENANCE GLASS (LOW-E COATING): CLEAR FLOAT GLASS WITH A COATING ON FIRST SURFACE HAVING BOTH PHOTOCATALYTIC AND HYDROPHILIC PROPERTIES THAT
- ACT TO LOOSEN DIRT AND TO CAUSE WATER TO SHEET EVENLY OVER THE GLASS INSTEAD OF BEADING. LAMINATED GLASS
- FABRICATORS: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE
- PRODUCTS BY ONE OF THE FOLLOWING: 1. AGC GLASS COMPANY NORTH AMERICA, INC.
- 2. CARDINAL GLASS INDUSTRIES.
- 3. GUARDIAN GLASS; SUNGUARD.
- 4. TRULITE GLASS & ALUMINUM SOLUTIONS. 5. VIRACON.
- A. LAMINATED GLASS: ASTM C1172. USE MATERIALS THAT HAVE A PROVEN RECORD OF NO TENDENCY TO BUBBLE, DISCOLOR, OR LOSE PHYSICAL AND MECHANICAL PROPERTIES AFTER FABRICATION AND INSTALLATION.
- CONSTRUCTION: LAMINATE GLASS WITH CLEAR POLYVINYL BUTYRAL INTERLAYER TO COMPLY WITH INTERLAYER MANUFACTURER'S WRITTEN INSTRUCTIONS.
  - A. THICKNESS: NOMINAL ¼ INCH. B. FOR ACOUSTIC GLASS TYPE LC: PROVIDE WITH INTERLAYER SAFLEX ACOUSTIC PVB INTERLAYER QS41, 0.63 MM THICK. C. FOR INSULATING GLASS UNIT TYPE 4 AND 4T

D. INTERLAYER THICKNESS: 0.030 INCH, WHERE NOT

- "TRANSLUCENT": PROVIDE LAMINATED GLASS WITH INTERLAYER INDICATED IN INSULATING GLASS TYPES SCHEDULE BELOW.
- INDICATED OTHERWISE. GLASS TYPES: TRANSLUCENT (SOUTH, EAST, AND WEST DAYLIGHTING
  - A. OVERALL UNIT THICKNESS: 1 INCH (25 MM). B. THICKNESS OF EXTERIOR LITE: 6.0 MM. OUTDOOR LITE: TINTED HEAT-STRENGTHENED FLOAT GLASS. C. OUTDOOR LITE: TINTED HEAT-STRENGTHENED FLOAT GLASS.
  - D. INTERSPACE CONTENT: AIR E. INDOOR LITE: 4 MM CLEAR HEAT-STRENGTHENED FLOAT GLASS + 0.030 INCH VANCEVA "ARCTIC SNOW" INTERLAYER + 4 MM CLEAR HEAT-STRENGTHENED FLOAT
  - GLASS. F. VISIBLE LIGHT TRANSMITTANCE: 25% - 30%. G. SOLAR HEAT GAIN COEFFICIENT: < 0.33.
- H. U-VALUE WINTER: < 0.33. I. U-VALUE SUMMER: < 0.33.
- 7) ALTERNATE #1 SNOW GUARDS 07 72 00 - ROOF ACCESSORIES
- PROVIDE ALPINE SNOWGUARDS: SNOWMAX OR APPROVED EQUAL - PROVIDE 'SNAP-LOCK' STANDING SEAM ATTACHMENT BRACKET
  - A. 6000 SERIES ALUMINUM BRACKET (SNAP-LOCK) B. SET SCREWS, 304 STAINLESS STEEL 18.8 ALLOY; MINIMUM 2 SET SCREWS PER BRACKET
  - C. STAINLESS STEEL FLAT HEAD BOLT, 304 STAINLES STEEL 18.8
  - D. STAINLESS STEEL LOCK WASHER 18.9 STAINLESS STEEL E. STANDARD MILL FINISH F. SPACING TO BE RECOMMENDED BY MANUFACTURER OR
- SUBMIT MANUFACTURER'S SPECIFICATIONS, STANDARD DETAILS DRAWINGS, INSTALLATION INSTRUCTIONS, AND RECOMMENDED LAYOUT TO OWNER.
- INSTALLER TO BE EXPERIENCED IN THE INSTALLATION OF SPECIFIEC ROOFING MATERIAL AND SNOW GUARDS FOR NOT LESS THAN 5 YEARS IN THE SPECIFIED ARE FOR THE PROJECT.

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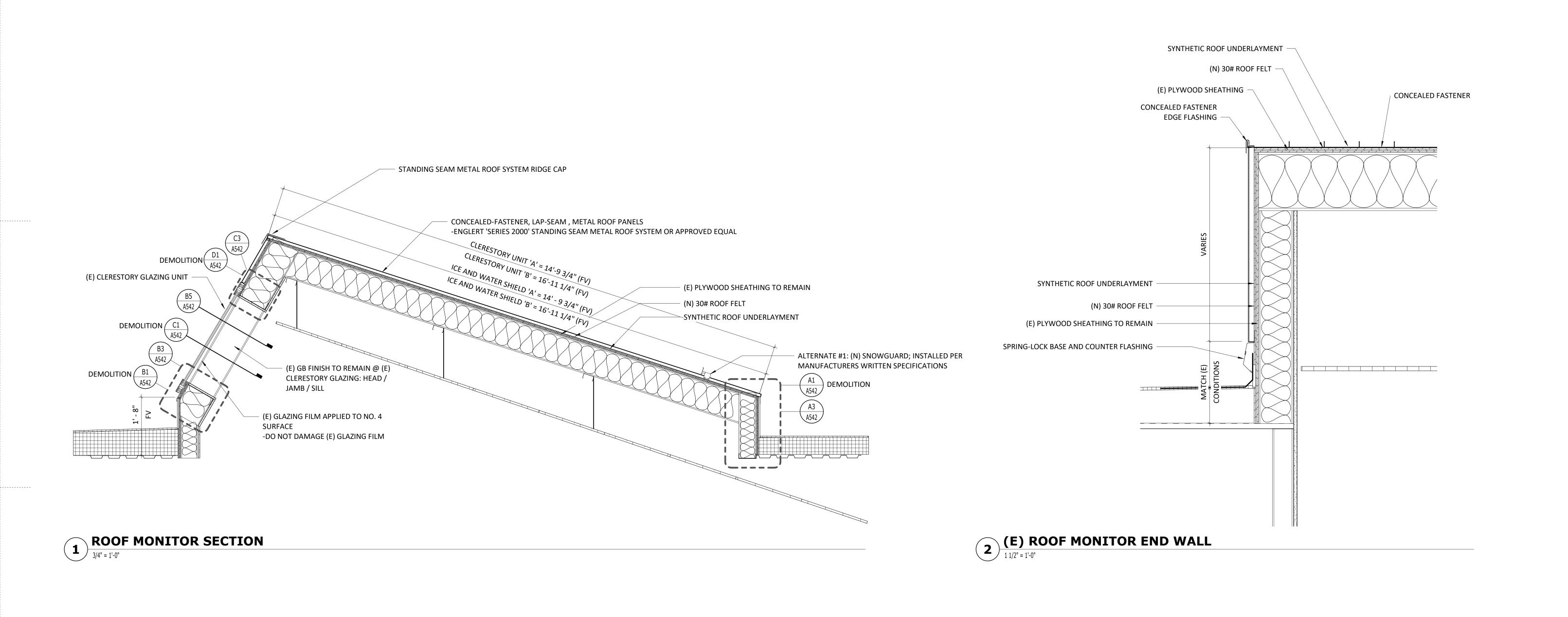
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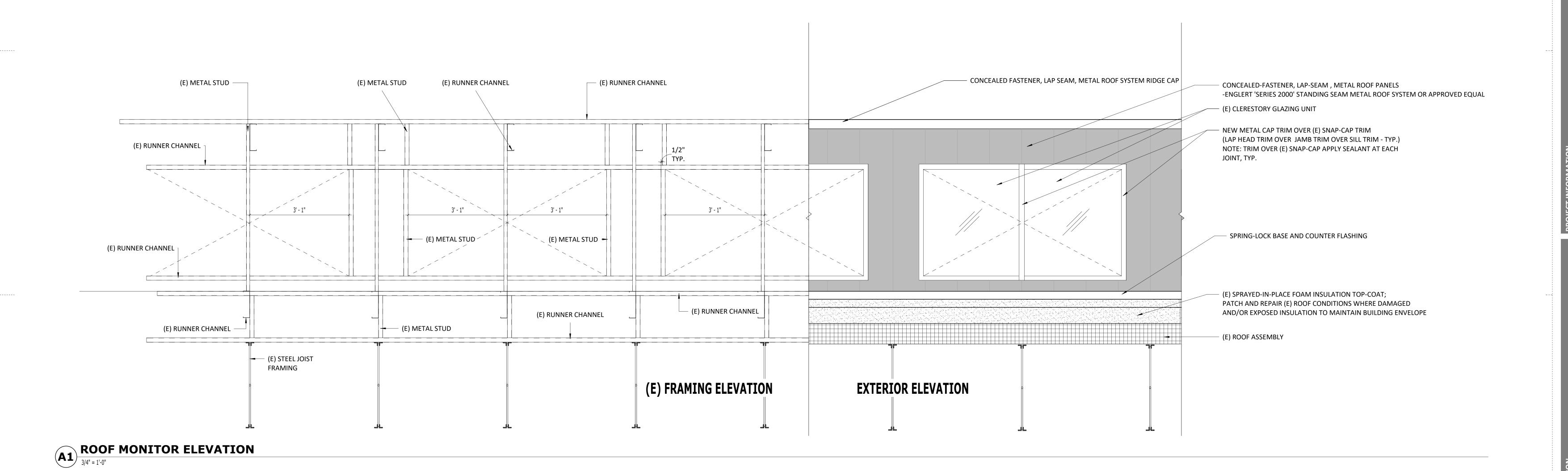
**ISSUE DATE:** 01.27.2020

**REVISIONS** 

NO DESCRIPTION DATE

**ROOF PLAN** 





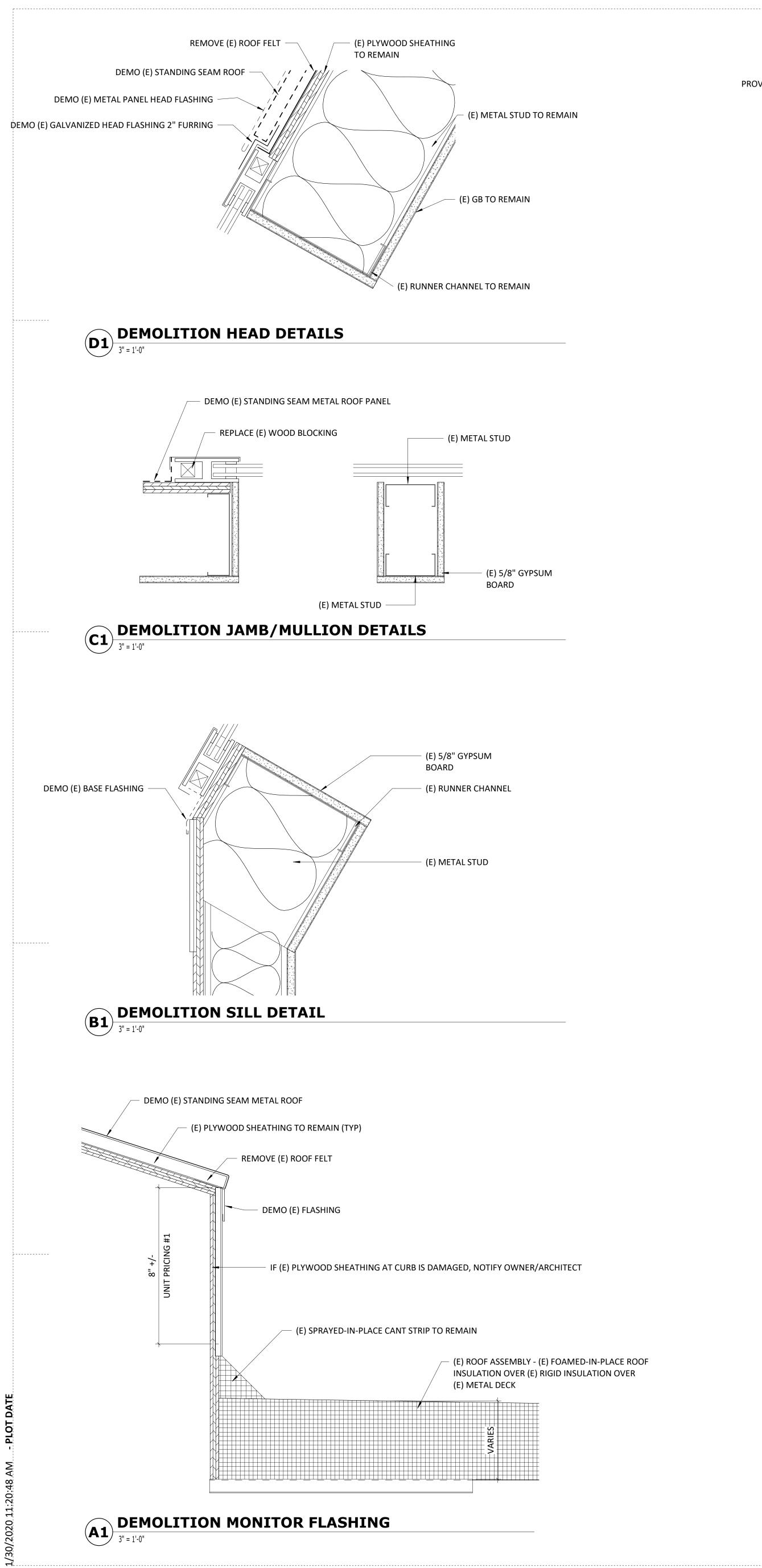
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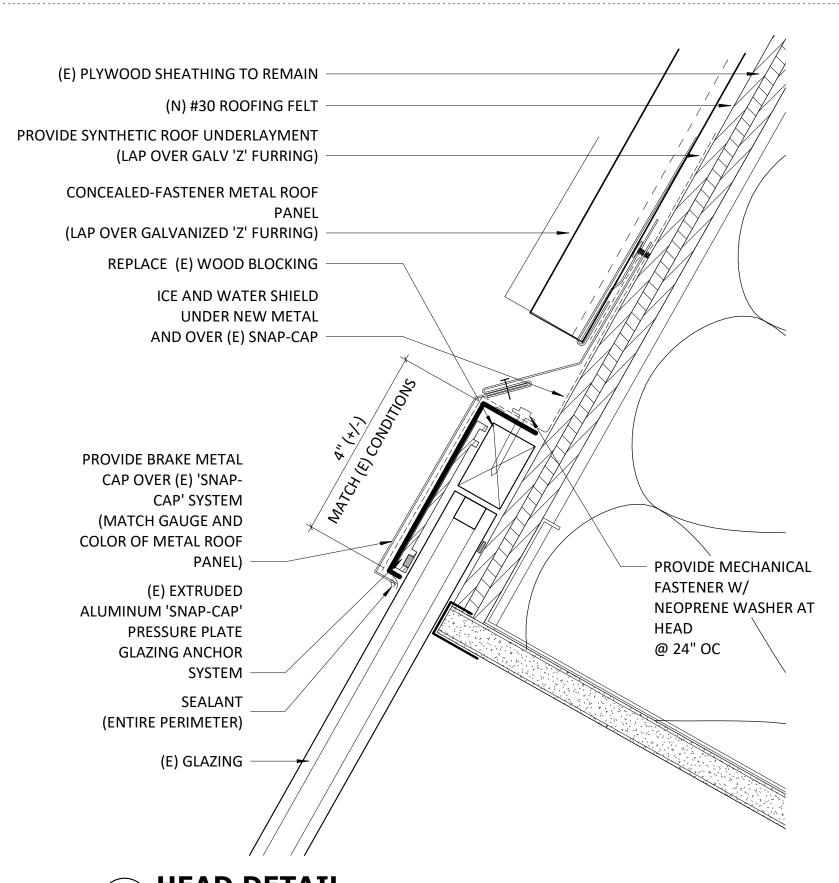
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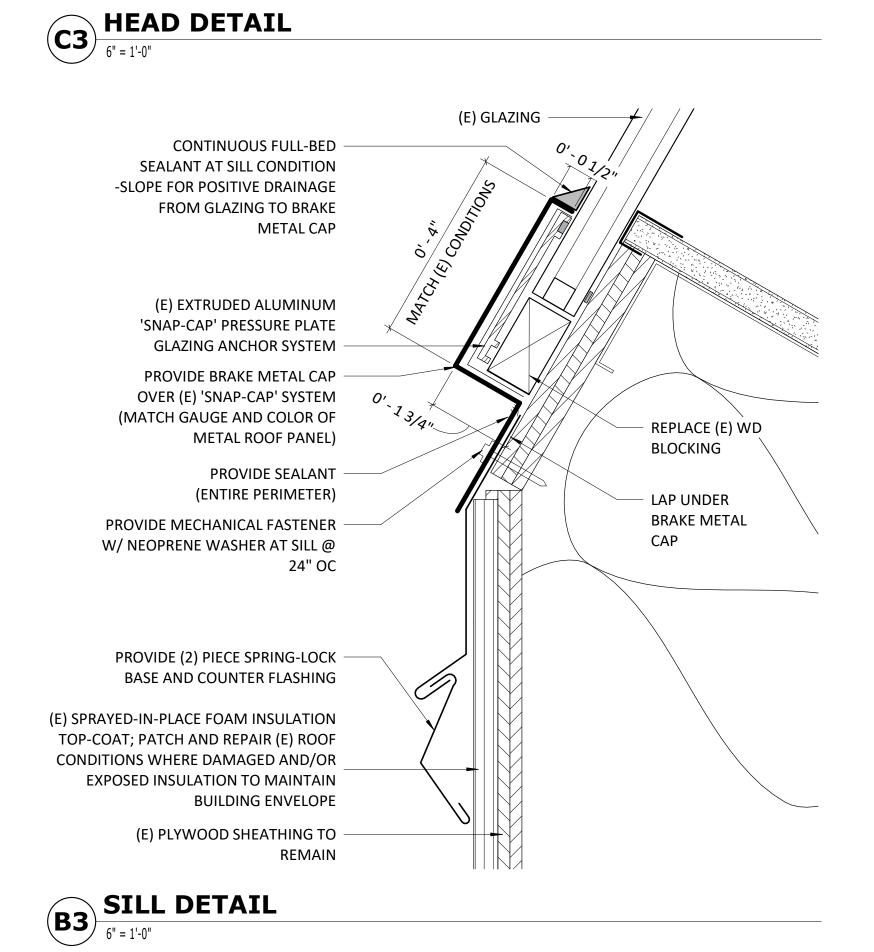
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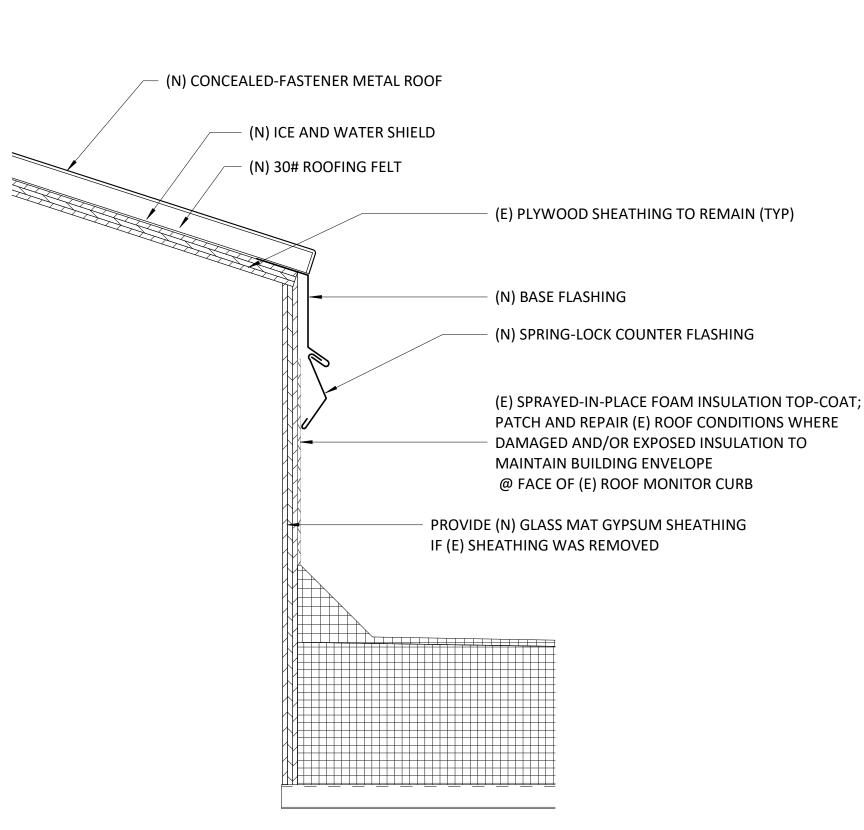
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ROOF DETAILS

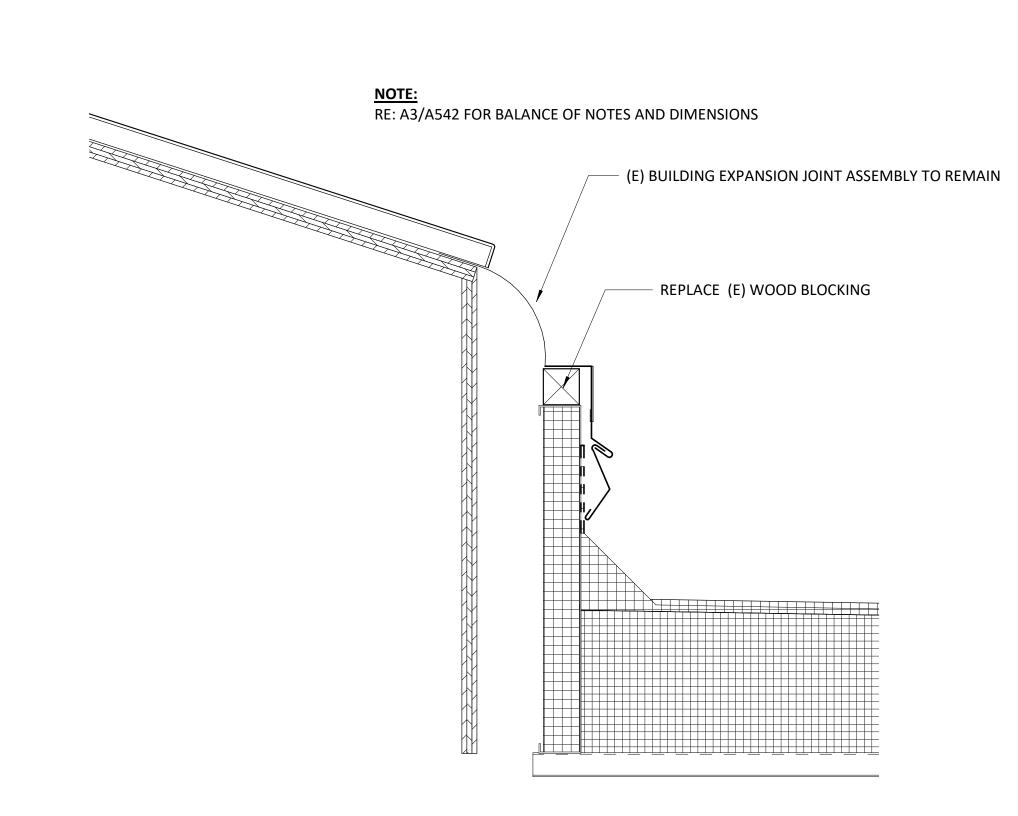




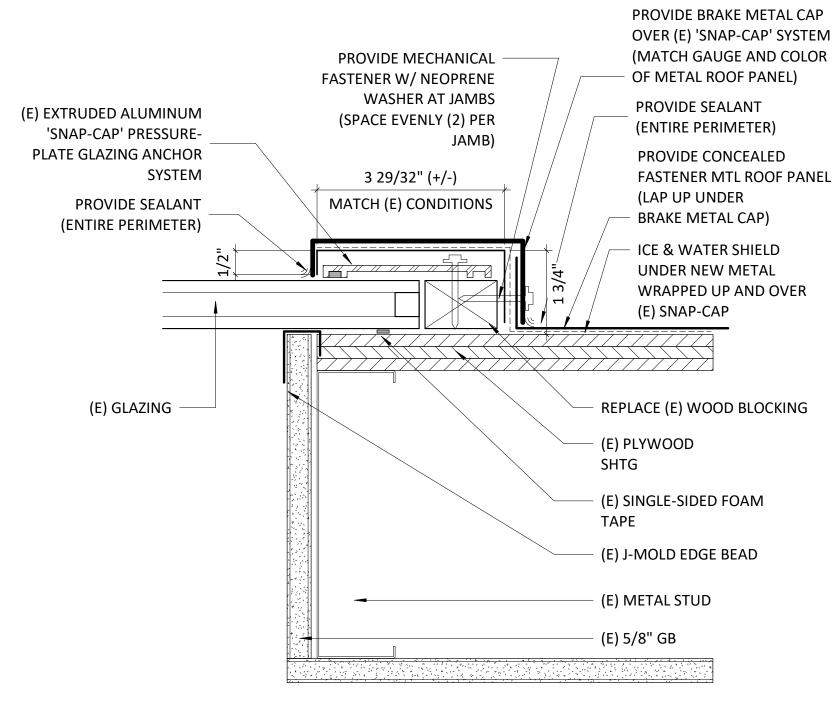


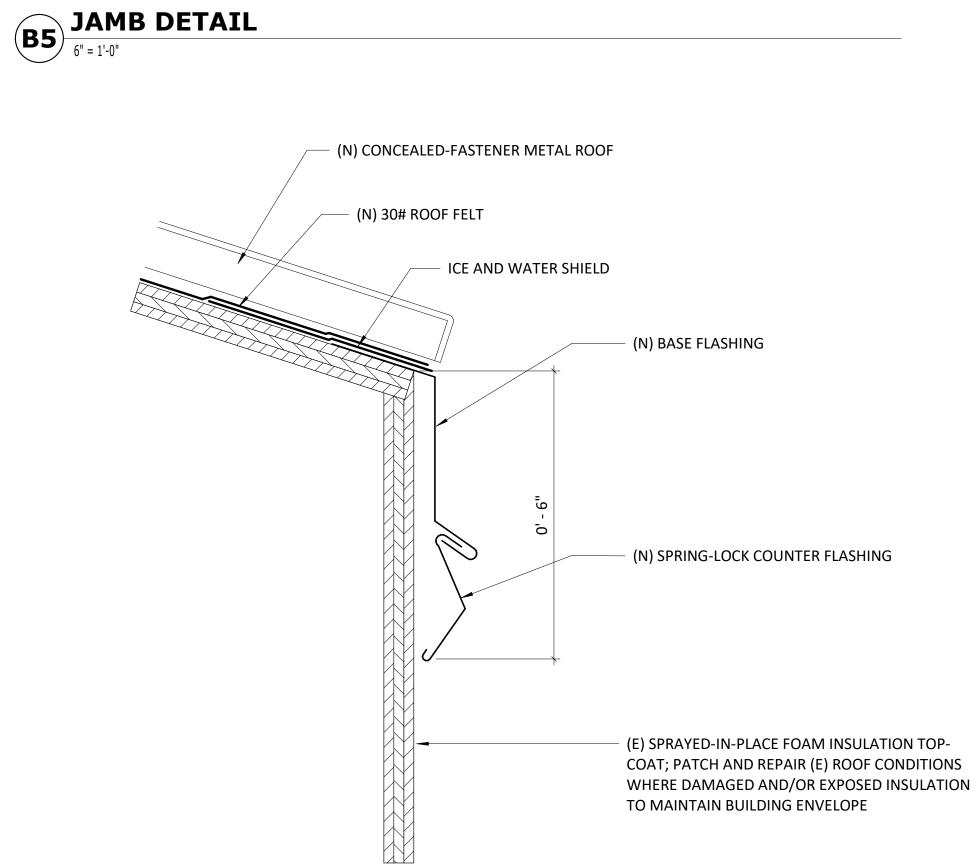














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F - 970.484.0264

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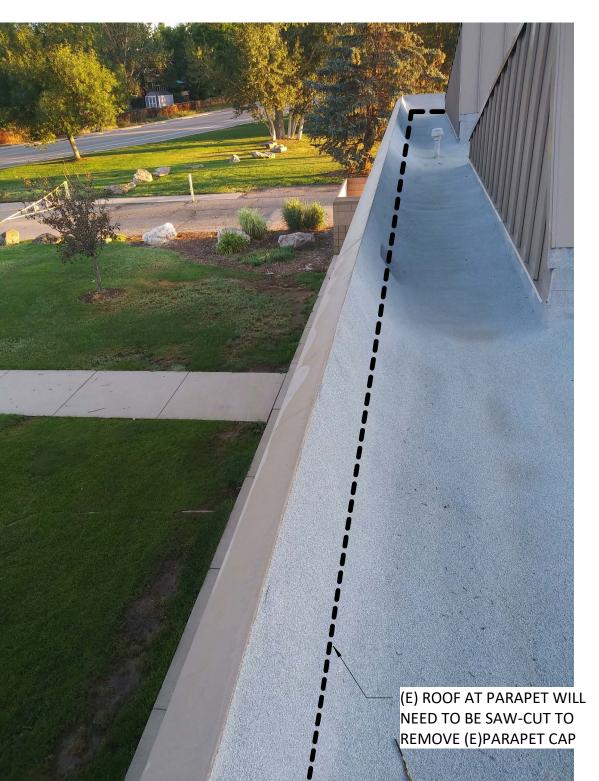
Suite 100

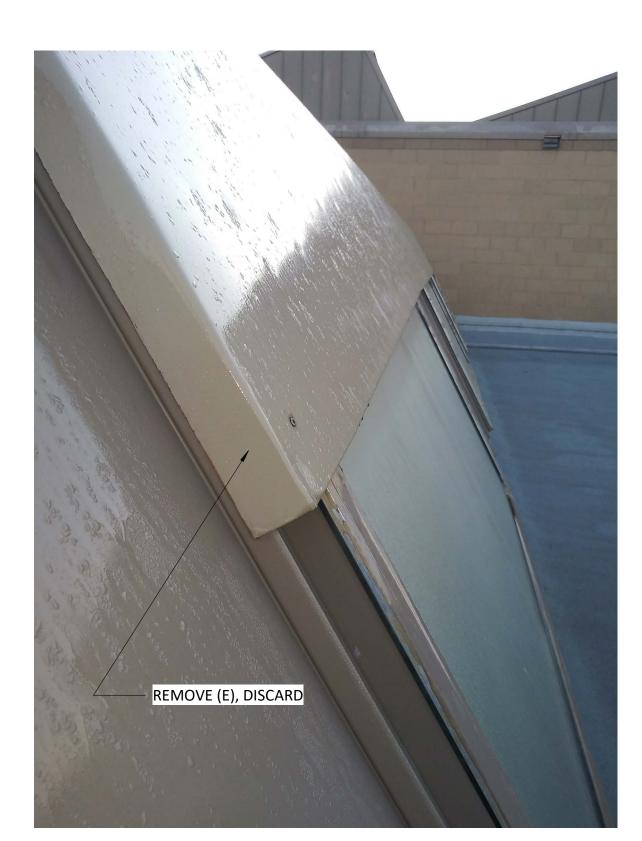
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ROOF DETAILS



EXISTING ROOF CONDITIONS





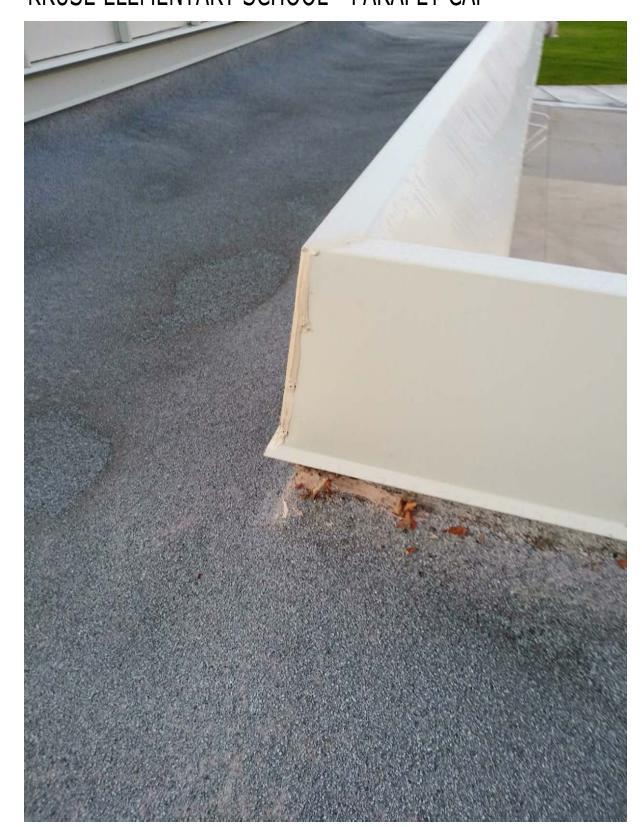




KRUSE ELEMENTARY SCHOOL - PRECEDENCE MONITOR DESIGN - MATCH



KRUSE ELEMENTARY SCHOOL - PARAPET CAP



KRUSE ELEMENTARY SCHOOL - BACK OF MONITOR



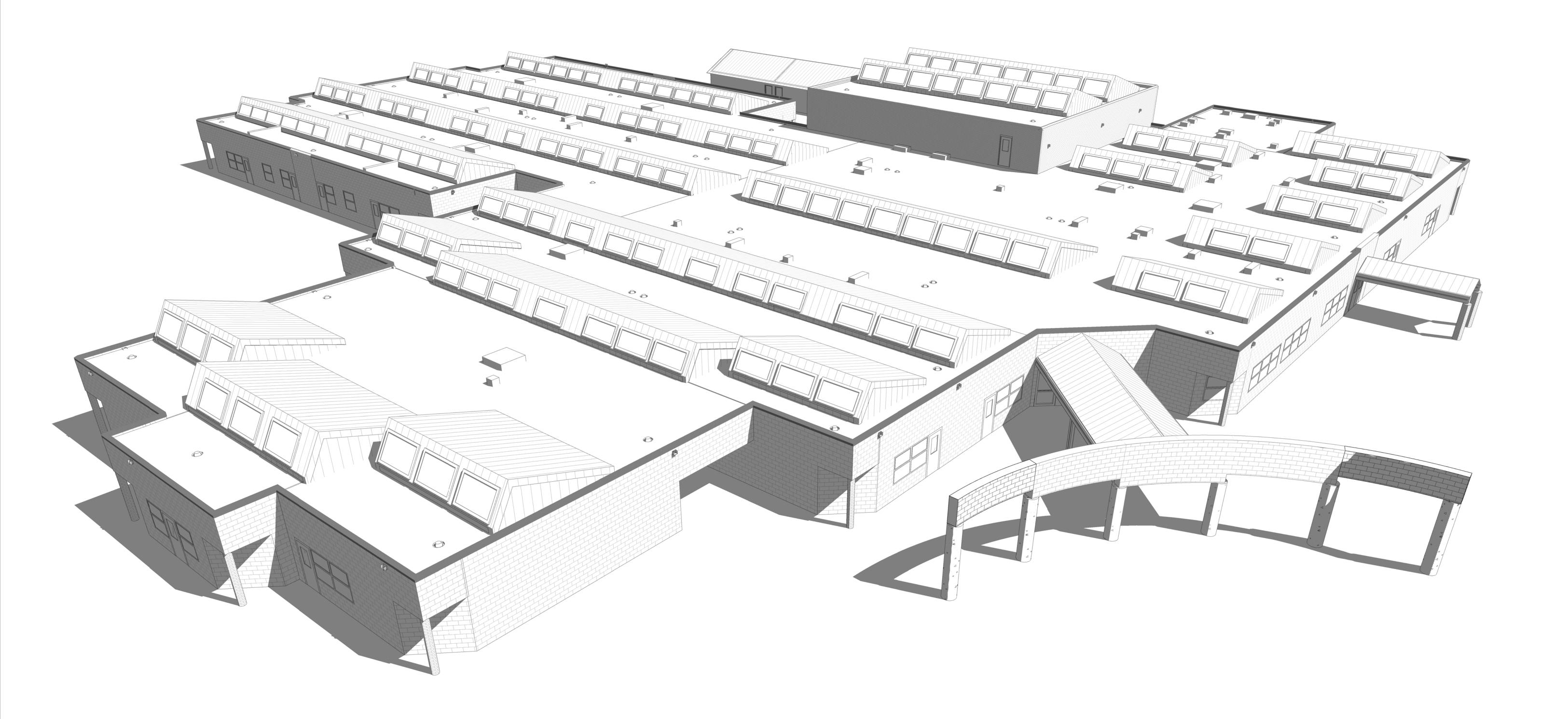
**PROJECT #:** 1907.3

**ISSUE DATE:** 01.27.2020 REVISIONS
NO DESCRIPTION DATE

# Exhibit C OLANDER SCHOOL FOR PROJECT-BASED LEARNING

# OLANDER ELEMENTARY SCHOOL METAL ROOF PLACEMENT

**POUDRE SCHOOL DISTRICT** 



# **NWNFD**

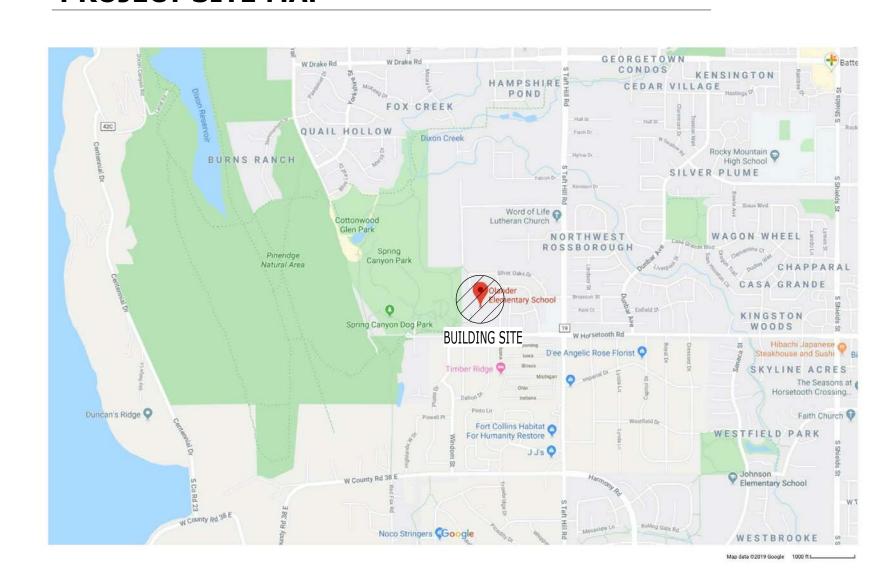
POUDRE SCHOOL DISTRICT
2407 LAPORTE AVENUE
FORT COLLINS, COLORADO 80521
Phone: 970.490.3617

# **ARCHITECT**

RB+B ARCHITECTS, INC.
315 E. MOUNTAIN AVENUE
SUITE 100
FORT COLLINS, COLORADO 80524
Phone: 970.484.0117
Fax: 970.484.0264

# CONTRACT DOCUMENTS

# PROJECT SITE MAP



# **GENERAL NOTES**

1. DO NOT SCALE DRAWINGS. FIELD VERIFY ALL DIMENSIONS. NOTIFY

2. CONTRACTOR TO PROVIDE \$20,000 ALLOWANCE IN BID FOR SKYLIGHT GLAZING BROKEN DURING CONSTRUCTION. IN ADDITION, OWNER TO BE NOTIFIED IF ANY (E) WOOD NAILER STRIPS ARE MOISTURE DAMAGED AND IN NEED OF REPLACEMENT. OWNER TO PROVIDE REPLACEMENT NAILER STRIPS A WINDOWS AS NEEDED.

3. CONTRACTOR TO PROVIDE ROOF PROTECTION AT ALL AREAS UNDER CONSTRUCTION SUCH THAT (E) ROOF SURFACE IS NOT DAMAGED DURING CONSTRUCTION OPERATIONS.

4. CONTRACTOR SHALL SUBMIT A CONSTRUCTION STAGING PLAN FOR OWNER/ARCHITECT'S REVIEW AT THE PRE-CONSTRUCTION CONFERENCE. THE STAGING PLAN SHALL IDENTIFY THE CONTRACTOR'S PROPOSED MATERIAL STAGING AREAS AS WELL AS PROPOSED CRANE SET LOCATIONS. RE: A543 FOR AERIAL PHOTOGRAPH TO BE USED IN CREATING STAGING PLAN.

5. CONTRACTOR TO PROTECT EXISTING TO REMAIN ADJACENT FLAT ROOF SURFACES AND REPAIR ANY AREAS DAMAGED BECAUSE OF WORK PERFORMED IN THIS CONTRACT.

# SHEET INDEX

G000 COVER SHEET

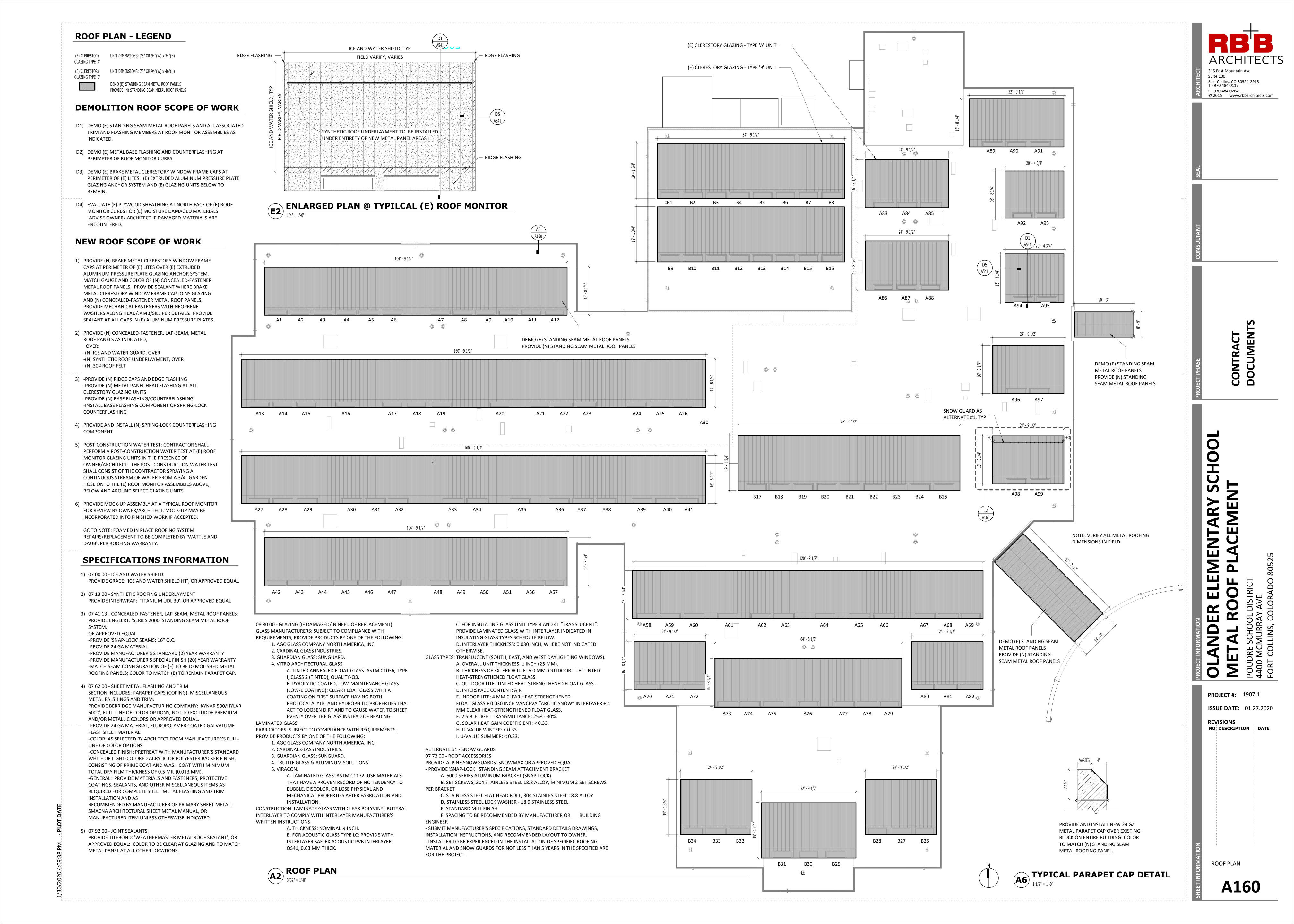
A160 ROOF PLAN
A541 ROOF DETAILS
A542 ROOF DETAILS
A543 EXISTING PHOTOS

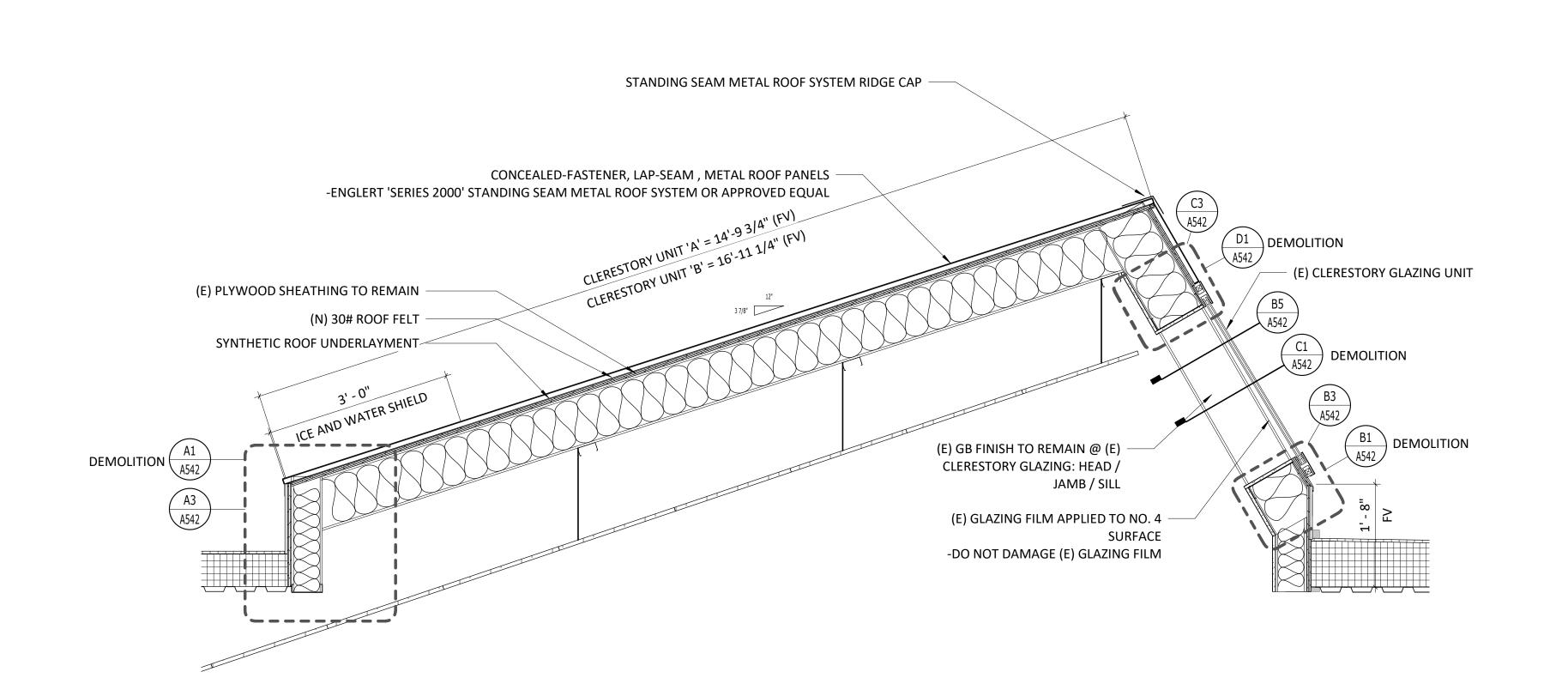
# LIST OF PROPOSED ALTERNATES

ALTERNATE #1 - SNOW GUARDS



PROJECT #: 1907.1 ISSUED: 01.27.2020





(N) 30# ROOF FELT TO REMAIN / (E) PLYWOOD SHEATHING CONCEALED FASTENER CONCEALED FASTENER EDGE FLASHING SYNTHETIC ROOF UNDERLAYMENT (N) 30# ROOF FELT ─ (E) PLYWOOD SHEATHING TO REMAIN - SPRING-LOCK BASE AND COUNTER FLASHING 

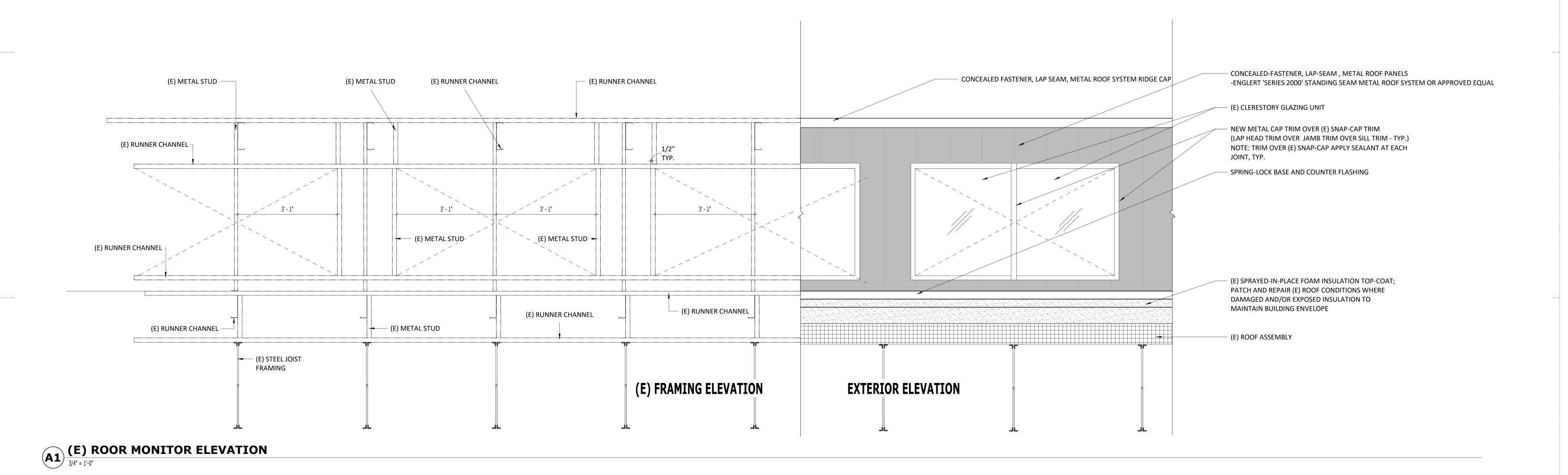
SYNTHETIC ROOF UNDERLAYMENT

ROOF MONITOR SECTION

3/4" = 1'-0"

(E) ROOF MONITOR END WALL

1 1/2" = 1'-0"



315 East Mountain Ave Suite 100 Fort Collins, CO 80524-2913 T - 970.484.0117 F - 970.484.0264 © 2015 www.rbbarchitects.com

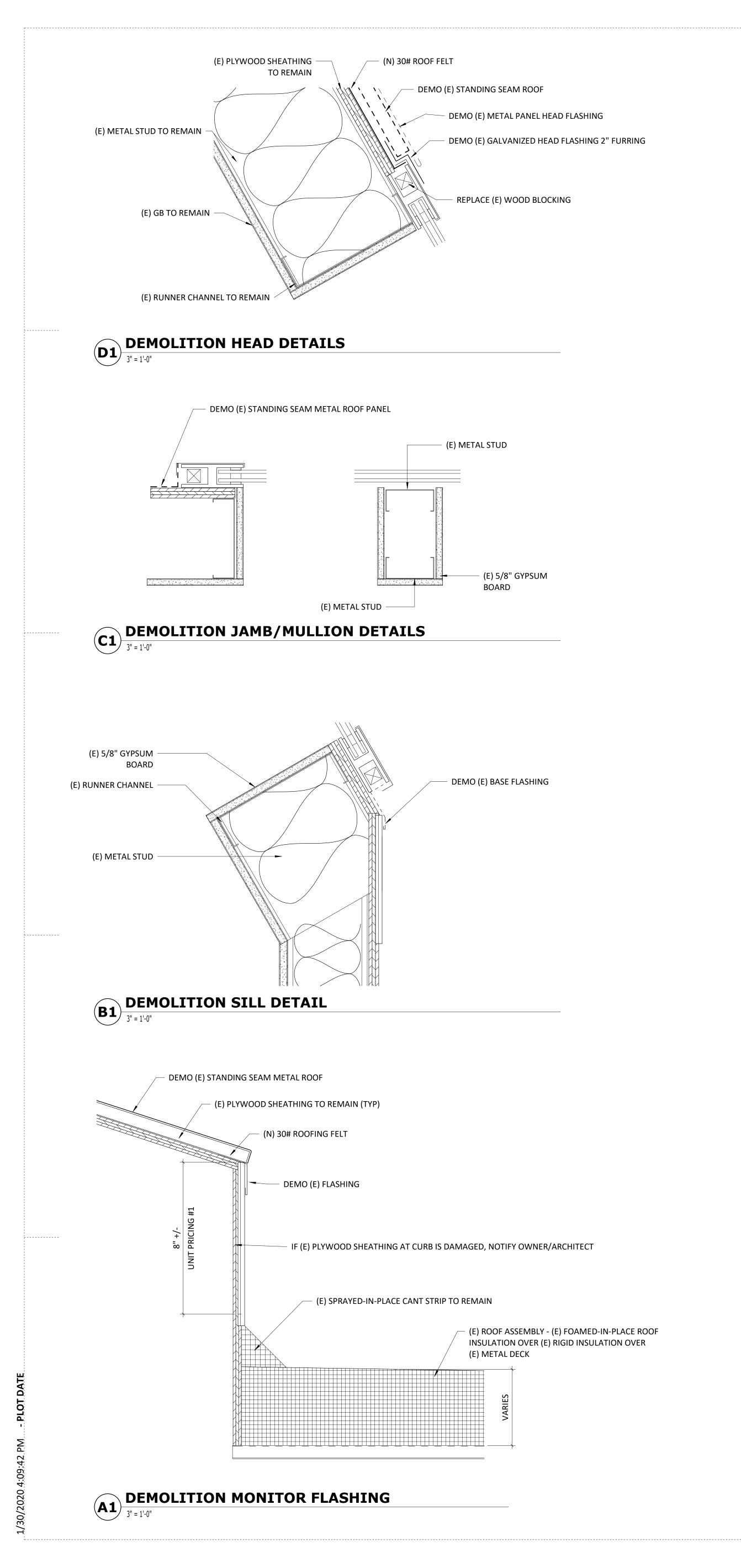
SCHOOL

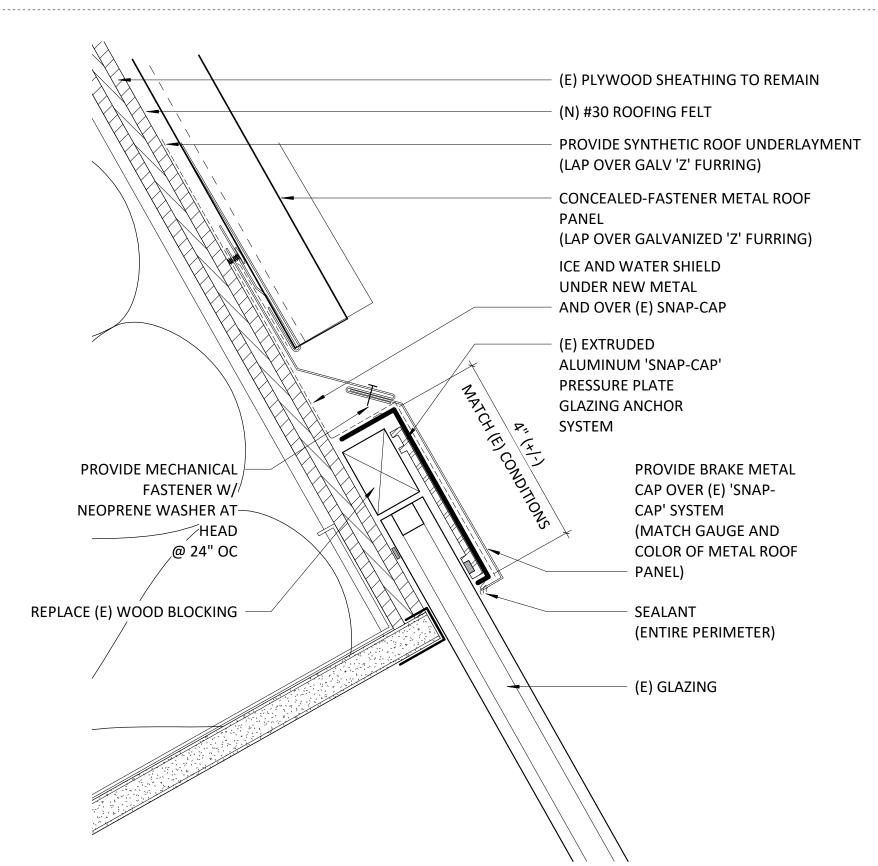
**PROJECT #:** 1907.1

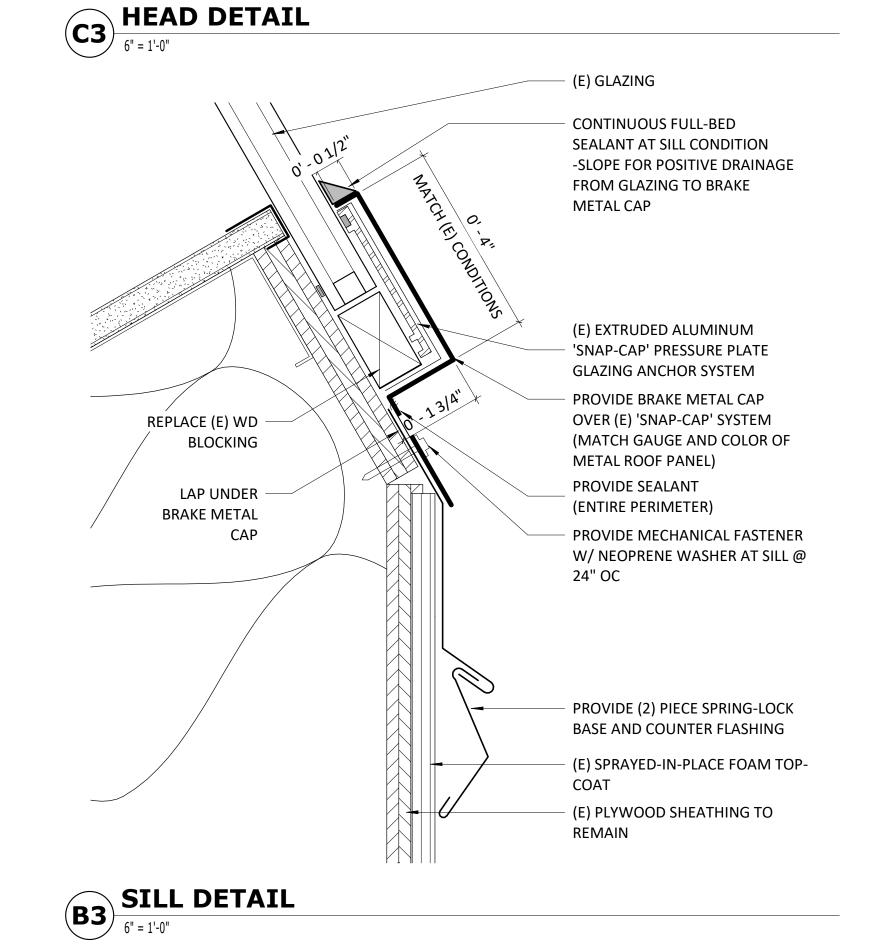
**ISSUE DATE:** 01.27.2020 **REVISIONS** NO DESCRIPTION DATE

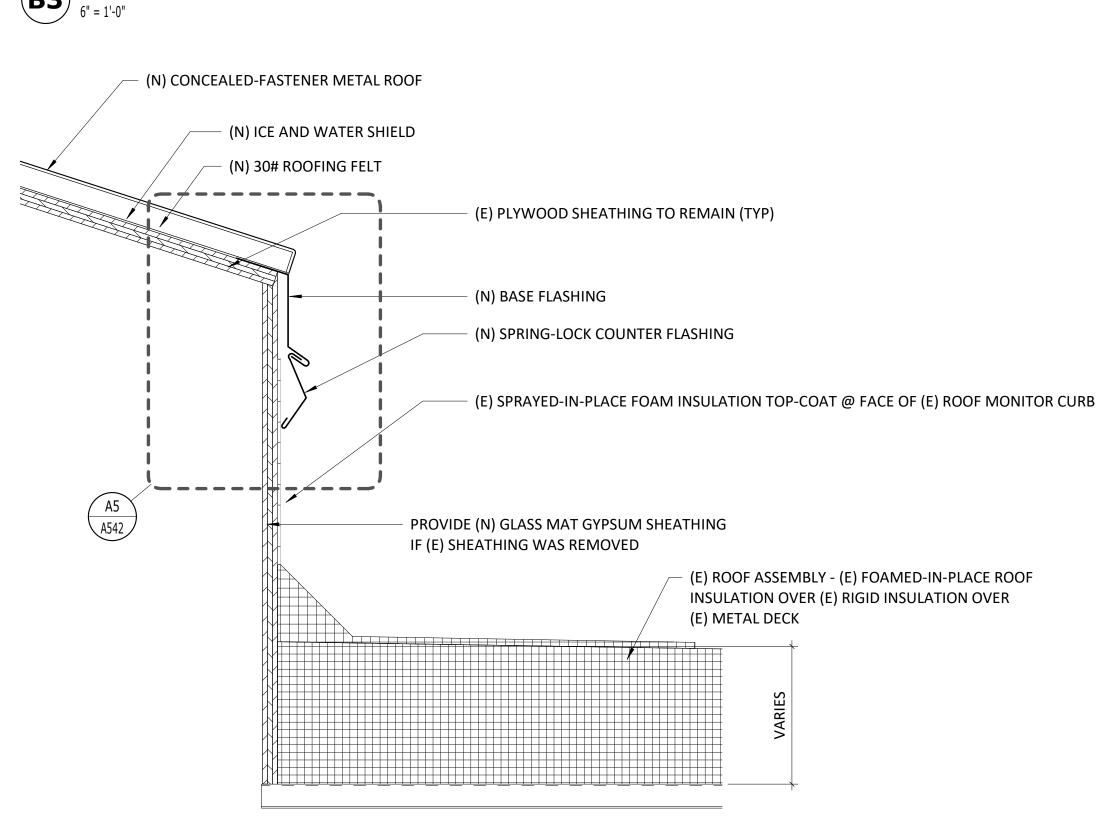
ROOF DETAILS

**A541** 



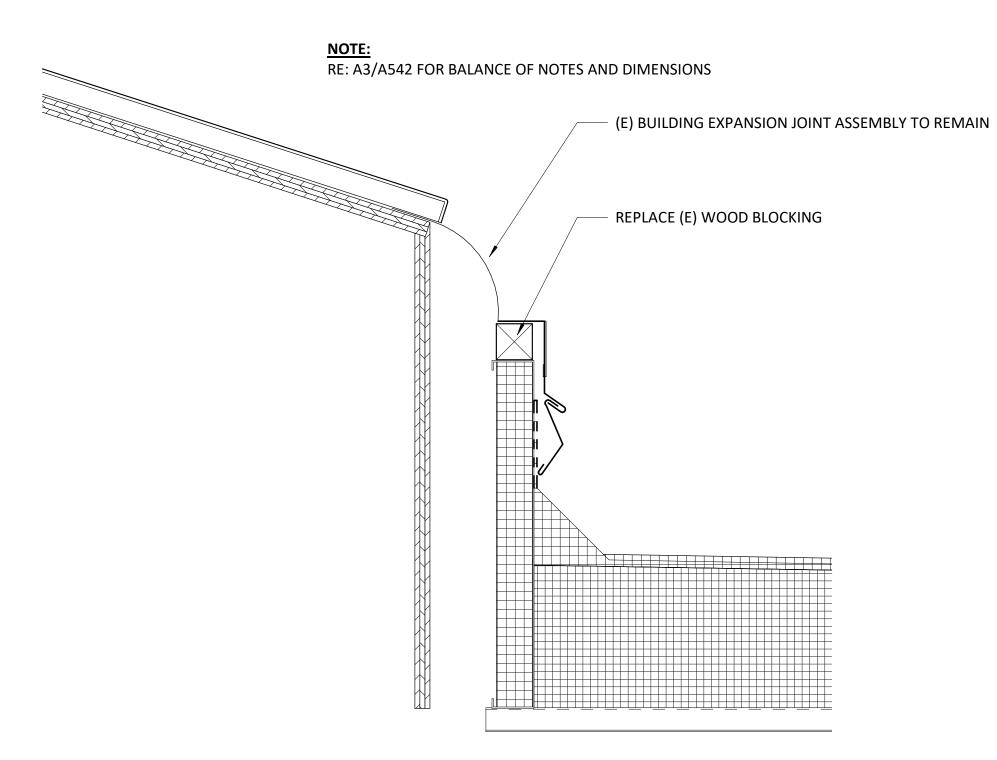


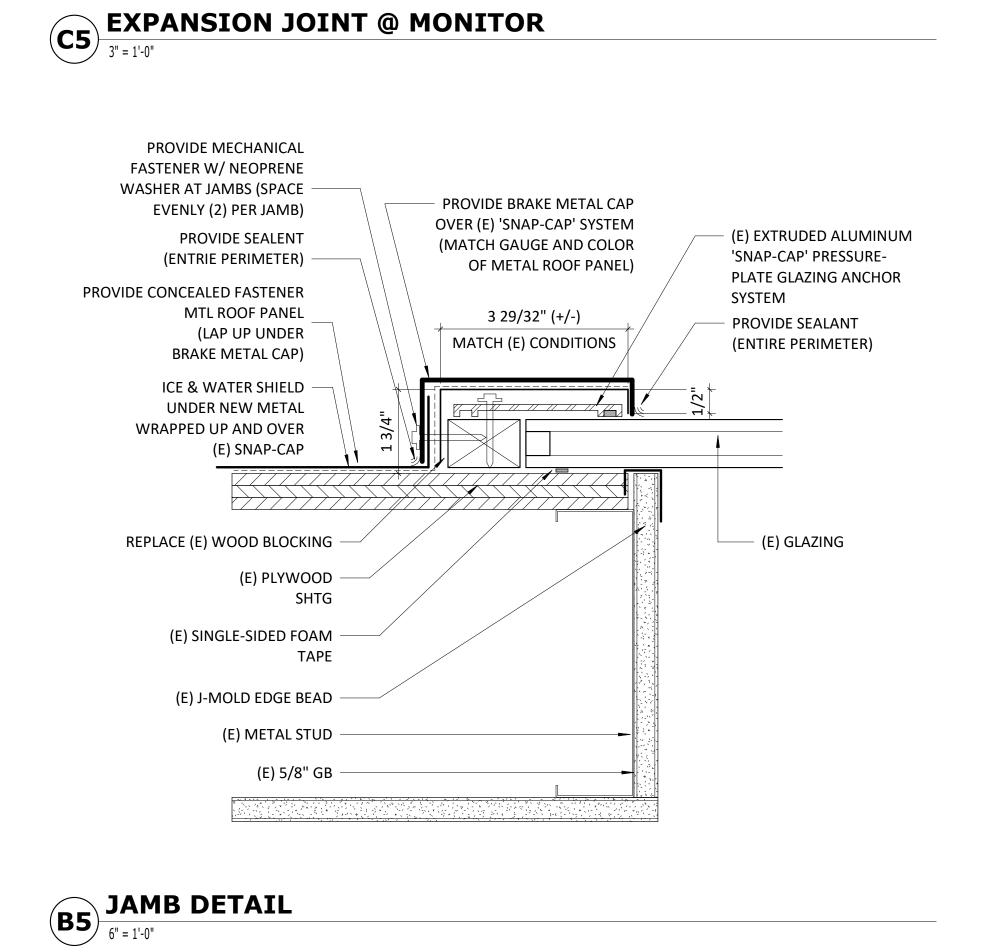


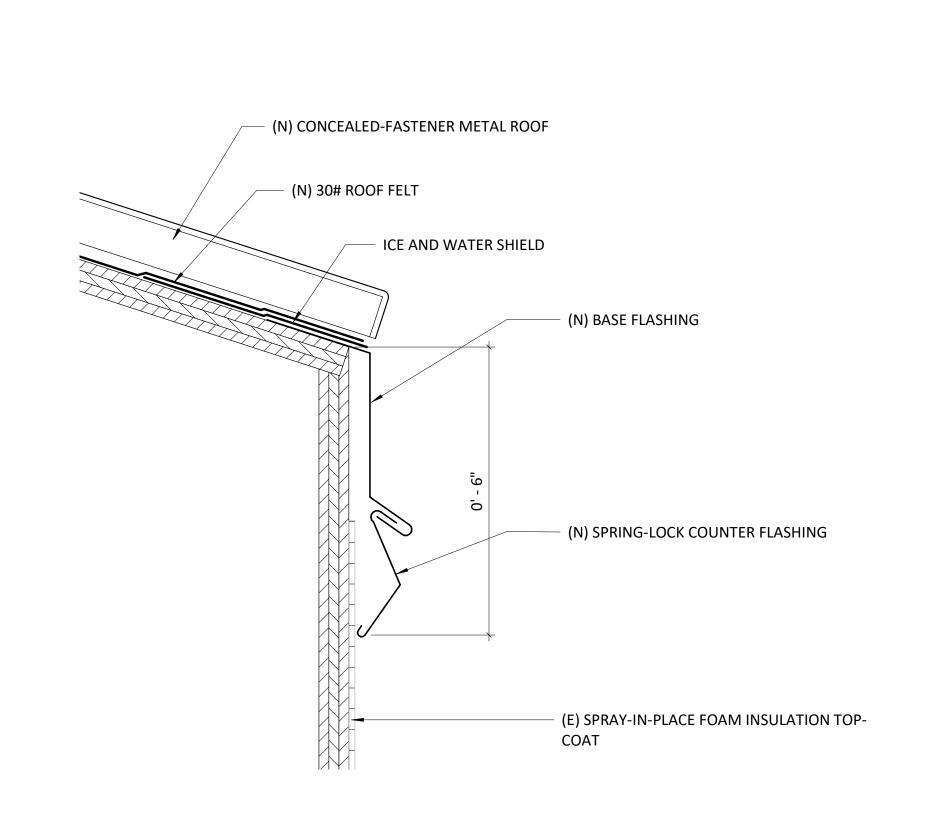


MONITOR FLASHING

3" = 1'-0"









CONSULTANT

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Fort Collins, CO 80524-2913 T - 970.484.0117

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CONTRACT

SER ELEMENTARY SCHOOL ROOF PLACEMENT

METAL ROOF
POUDRE SCHOOL DISTRICT
4400 MCMURRAY AVE

PROJECT #: 1907.1

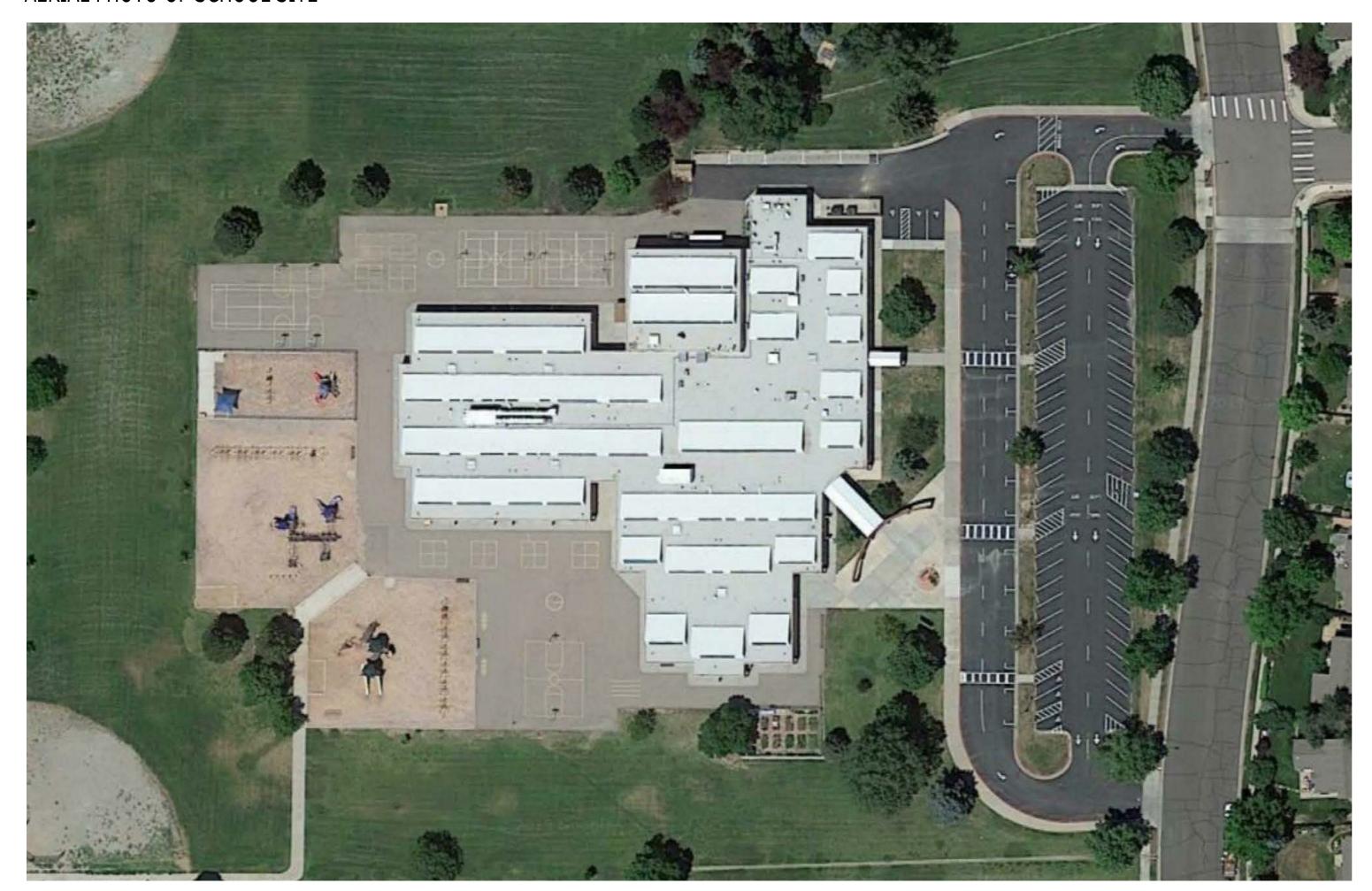
ISSUE DATE: 01.27.2020

REVISIONS
NO DESCRIPTION DATE

ROOF DETAILS

**A542** 

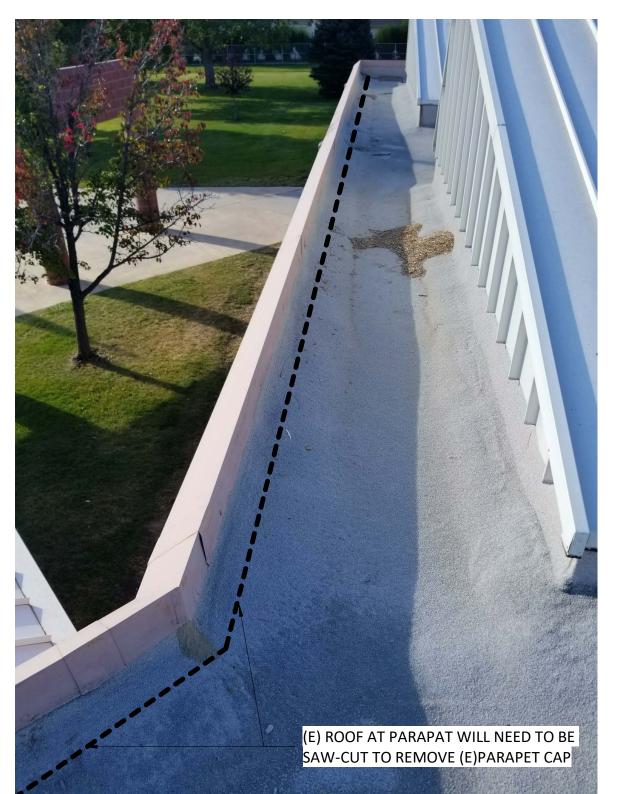
# AERIAL PHOTO OF SCHOOL SITE



EXISTING CONDITIONS PHOTOGRAPHS





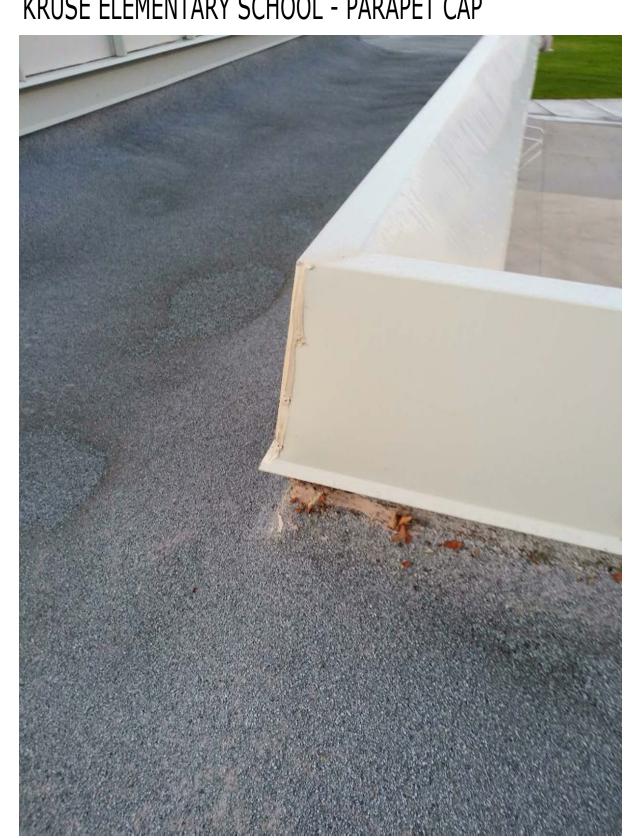




KRUSE ELEMENTARY SCHOOL - PRECEDENCE MONITOR DESIGN - MATCH



KRUSE ELEMENTARY SCHOOL - PARAPET CAP





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**PROJECT #:** 1907.1 **ISSUE DATE:** 01.27.2020

REVISIONS
NO DESCRIPTION DATE

**EXISTING PHOTOS** 

**A543** 

# Exhibit D LIMITED SCOPE AGREEMENT - SAMPLE

## POUDRE SCHOOL DISTRICT

#### LIMITED SCOPE AGREEMENT

FOR

## PROVISION OF PROFESSIONAL SERVICES, CONSTRUCTION SERVICES, AND/OR MATERIALS

THIS AGREEMENT, effective the	, 20	_ by and between Poudre
School District R-1, hereinafter refe	rred to as the "District," and	
hereinafter referred to as the "Contra	actor," for the following proje	ct:

#### Solicitation Method... RFQu, RFP, IFB #

#### WITNESSETH THAT:

WHEREAS, the District is desirous of engaging the services of the Contractor for purposes of obtaining the Contractor's expertise in the areas of construction and/or to provide certain materials for the above project; and

WHEREAS, the Contractor has agreed to provide such services and/or materials under certain terms and conditions as hereinafter set forth; and

WHEREAS, the services and/or materials to be provided by the Contractor are to be limited to the services which are more fully described herein; and

WHEREAS, the parties hereto wish to memorialize, in writing, the terms of their agreements and understandings with regard to the rights and obligations of the District and the Contractor in connection therewith.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties hereto agree as follows:

- 1. The Contractor will provide the services which are described herein and contemplated to be provided by the Contractor in fulfillment of the project of the District, a written copy of which Project Scope of Services, if available, is attached to, incorporated herein and titled "Exhibit 1." The provisions of this Agreement shall prevail in the event of conflict between this Agreement and any Exhibit hereto or any purchase order associated herewith.
- 2. The Contractor shall perform the services in a professional manner and in conformity with all applicable federal, state, county, and local municipal or regulatory statutes, ordinances, codes, standards, directives, rules, and regulations. To the extent of its liability insurance limits, the Contractor shall fully indemnify the District for all claims or damages, including all direct, incidental, special or consequential damages or liability, that the District may incur as a result of any negligent acts or omissions of the Contractor and the Contractor's employees and agents performing the services (or goods and services) herein, including third party claims. Any materials obtained or provided by the Contractor hereunder shall be of good quality and sufficient for the project and/or the District's needs.

- 3. The District shall provide the Contractor with complete information concerning the project, and shall allow the Contractor the opportunity to review all necessary and reasonable documents concerning the project.
- 4. The Contractor shall not be liable for the District's use of materials prepared by the Contractor, if the District's use is beyond the scope of the project.
- 5. Changes in the nature and scope of the services to be provided by the Contractor pursuant to this Agreement shall be as agreed upon in writing from time to time by the Contractor and the District. Any material changes in the nature of the services to be provided by the Contractor must first be reduced to writing and executed by the District and Contractor.
- 6. This Agreement may be terminated by either of the parties hereto upon seven days written notice to the other party, if either party should fail to substantially perform its obligations pursuant to this Agreement. If not so terminated, this Agreement shall continue until the services (as set forth in the scope of services) have been completed, but in any event, no later than \_\_\_\_\_\_.
- 7. The compensation to be paid by the District to the Contractor shall be \_\_\_\_\_.
- 8. For all purposes, the Contractor is an independent contractor of the District and not an employee. This Agreement shall not be deemed to create any partnership or joint venture or other enterprise between the parties or any employer-employee relationship and is executed, in part, to rebut the presumptions set forth in Sec. 8-40-202(2), C.R.S.
  - 8.1. The Contractor shall be responsible for obtaining the Contractor's own workers' compensation, medical, health, unemployment and other insurance and coverage as contractor deems necessary or as may be required by law. The Contractor is required to make appropriate filings with federal, state, and local taxing authorities to include income tax, social security, Medicare and other payments. No federal or state withholdings shall be made by the District on any compensation paid to the Contractor and for services rendered under this Agreement.
- 9. In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request therefor. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the state courts of Larimer County, Colorado. No such action shall be removed to any other court or jurisdiction. The prevailing party in such court action

- shall be entitled to collect, as part of any judgment entered, its reasonable expert witness and attorneys' fees and costs.
- 10. The Contractor agrees to procure and maintain, at its sole expense, all licenses, or registrations necessary for doing business within the applicable governing jurisdictions that may regulate the performance of the work set forth in the Exhibits and Attachments, except in those instances when the District is required to procure them due to ownership of the building, structure, or property.
- 11. The Contractor shall obtain and maintain a liability insurance policy... of no less than \$2,000,000 in coverage to meet the Contractor's indemnification obligations hereunder as well as any direct liability that it may incur. The Contractor shall furnish to the District a Certificate of Insurance or other evidence satisfactory to the District that such insurance coverage is in effect. OR as specifically outlined in the solicitation request.
- 12. This Agreement shall be construed under the laws of the State of Colorado.
- 13. Contractor shall maintain documentation of services provided to the District under the terms of this Agreement and said information shall be available to the District at any time upon request. The District's representative shall monitor and coordinate the performance of the terms of this Agreement. The Contractor agrees to coordinate activities under this Agreement with the District's representative, \_\_\_\_\_\_\_\_\_.
- 14. Performance and Payment Bond. Colorado State Statues require Performance Bond and a Payment Bond on public construction projects of 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.
  - 14.1. 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 Owner and the Contractor. Substitute forms may not be used.

Institute of Architects. Dates of bonds shall coincide with the date of the Contract between the Owner and the Contractor. Substitute forms may not be used.

REQUIRED: □ YES □ NO

15. Immigrant Worker Regulation. See Attachment A. The Contractor agrees to comply with, sign, and return Attachment A, "Immigrant Worker Regulation."

REQUIRED: □ YES □ NO

16. Asbestos Hazardous Material Clause. See Attachment B. The Contractor agrees to comply with, sign, and return Attachment B, "Asbestos Hazardous Material Clause - Protection of Persons or Property."

REQUIRED: □ YES □ NO

17.	Lead-Based Paint Material Clause. See Attachment C. The Contractor agrees to comply with, sign, and return Attachment C, "Lead Paint Renovation, Repair, & Painting Recordkeeping Checklist."  REQUIRED:   YES  NO			
18.	Stormwater Management Permit. See Attachment D. The Contractor agrees to comply with Attachment D, "Stormwater Management Permit."  REQUIRED:   NO			
19.	All notices, requests, demands, and other communications given or to be given under the Agreement shall be in writing and shall be deemed to have been duly given when served served personally, or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the party to whom not is to be given as set forth below.			
	To the District:			
	Earl Smith, Director of Construction Services			
	Poudre School District R-1			
	2445 Laporte Avenue			
	Fort Collins, CO 80521			
	To the Contractor:			

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement, effective the date first above written. POUDRE SCHOOL DISTRICT R-1 By: Date: **CONTRACTOR** By: \_\_\_\_\_ Title: Date: ALL CONTRACTS MUST BE APPROVED PER DISTRICT POLICY DJA Poudre School District Policy DJA requires all contracts in excess of \$250,000 have Board of Education approval. Contracts up to \$250,000 must be approved by either the Superintendent, Executive Director of Finance, Purchasing and Materials Manager, or authorized delegate. This Contract is not valid until signed and dated below by an authorized person. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, Poudre School District is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder. **APPROVED:** (Signature)

(*Printed name, title, and date*)

#### **EXHIBIT 1**

### PROJECT SCOPE OF SERVICES

(Insert scope or replace with other document)

#### **ATTACHMENT A**

#### **IMMIGRANT WORKER REGULATION**

- 1. UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this contract.
- 2. VERIFICATION REGARDING ILLEGAL ALIENS. Contractor has verified or attempted to verify through participation in the basic pilot program of the State of Colorado that Contractor does not employ any illegal aliens or Contractor verifies that Contractor has not been accepted into the basic pilot program prior to entering into this Contract. Contractor further verifies that if Contractor has not been accepted into the basic pilot program of the State of Colorado, Contractor will apply to participate in the basic pilot program of the State of Colorado every three months until Contractor is accepted or this Contract is completed, whichever is earlier. If the Basic Pilot Program is discontinued, this provision shall not be required or be effective.
- 3. LIMITATION REGARDING BASIC PILOT PROGRAM. Contractor shall not use Basic Pilot Program procedures to undertake pre-employment screening of job applicants while performing this Contract.
- 4. DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:
  - 4.1 Notify the subcontractor and the District within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and,
  - 4.2 Terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with the illegal alien. The contractor shall not terminate the contract with the subcontractor if during the three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 5. DUTY TO COMPLY WITH STATE INVESTIGATION. Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to Section 8-17.5-102(5), C.R.S.
- 6. DAMAGES FOR BREACH OF CONTRACT. In addition to any other legal or equitable remedy, the District may be entitled to for a breach of this Contract, if the District terminates this Contract, in whole or in part, due to Contractor's breach of the obligations set forth above, Contractor shall be liable for actual and consequential damages to the District.

#### **ATTACHMENT A - FORM**

## CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FRO	OM:				
	(Contractor)				
TO:	Poudre School District R-1	Poudre School District R-1			
	2407 Laporte Avenue				
	Fort Collins, CO 80521				
Proje	ect Name:				
Bid Number:		Project Number:			
partic	,	employ or contract with an illegal ali pate in the basic pilot program of the oy any illegal aliens.	` /		
Signe	ned on	, 20			
Contr	tractor Name				
By:	-				
Its:					
	Title				

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#### ATTACHMENT B

#### Asbestos Hazardous Material Clause - Protection of Persons or Property

#### **Asbestos-Containing Materials:**

- 1. Notice is hereby given that Poudre School District, in accordance with the United States Environmental Protection Agency's Asbestos Hazard Emergency Response Act, has completed federally mandated asbestos inspections of its facilities and that AHERA Inspection Reports and Management Plan Updates are available for review at each school facility and at the Department of Facility Services, Operations Service Center without cost or restriction for inspection during normal business hours. Copies can be made of such Plans at the normal copying charges established by the District.
  - 1.1. If asbestos containing material (ACM) is discovered during construction, Contractor is to notify the Owner immediately for evaluation and removal.

#### 2. NON-USE OF ASBESTOS CONTAINING MATERIAL

2.1. No asbestos or asbestos containing products shall be used in this construction or in any tools, devise, clothing or equipment used to affect this construction. Specific exceptions to this exclusion are as follows: vehicles with asbestos containing material (ACM) brake linings; elevator brake linings; laboratory muffle furnace with interior ACM insulation.

#### 3. DEFINITION AND TESTING

- 3.1. Asbestos and/or asbestos-containing products shall be defined as all items containing chrysotile, crocidolite, amosite, anthophyllite, tremolite or actinolite.
- 3.2. Any or all material containing greater than one tenth of one percent (0.1%) asbestos shall be defined as ACM.
- 3.3. Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy; the costs of any such tests which confirm the presence of ACM shall be paid by the Contractor; if no ACM is found, the cost of such tests shall be borne by the Owner.

#### 4. REMEDIATION

4.1. All work or materials found to contain asbestos or work or material installed with asbestoscontaining equipment will be immediately rejected upon discovery and this Work will be remediated at no additional cost to the Owner. Such cost for remediation shall include, but is not limited to, cost of; the asbestos contractor, insurance, asbestos consultant, analytical and laboratory fees, and any other additional cost as may be incurred by Owner.

#### 5. CERTIFICATION

- 5.1. The Contractor shall certify, on the Certification of Nonuse of Asbestos Form Attachment B, that to the best of his knowledge no ACM was used as a building material in the construction of the Project. Attachment B is to be submitted in a separate folder with the closeout documents. Attachment B follows this section.
- 5.2. Certification required for final payment.

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#### <u>ATTACHMENT B - FORM</u> CONTRACTORS/ARCHITECTS CERTIFICATION OF NON-USE OF ASBESTOS CONTAINING BUILDING MATERIAL

PROJECT NAME:	PROJECT NO
CONTRACTOR:	
CONSTRUCTION DATES: NOTICE TO PROCEED (STA	ART):
SUBSTANTIAL COMPLETION	ON DATE:
SQUARE FEET:(BUILDING OR PR	ROJECT AREA)
	above, to the best of my knowledge, no asbestos-containing g material in the construction of this project.
Contractor's Company Name	
Name & Title	
Signature	Date
	above, to the best of my knowledge, no asbestos-containing g material in the construction of this project.
Architect's Company's Name	
Name & Title	
Signature	Date

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#### **ATTACHMENT C**

#### <u>Lead-Based Paint Materials Clause – Protection of Persons or Property</u>

#### **Lead-Based Paint Materials:**

- 1. Notice is hereby given that Poudre School District, in accordance with the United States Environmental Protection Agency's Lead Safety for Renovation, Repair, and Painting Rule has performed lead-based paint inspections of its elementary school facilities constructed prior to 1980.
- 2. Lead-Based Paint Evaluation Reports are available for review at each elementary school built prior to 1980 and at the Department of Facility Services, Operations Service Center without cost or restriction for inspection during normal business hours. Copies can be made of such reports at the normal copying charges established by the District.
- 3. In the event that lead-based paint materials or suspected lead-based paint materials are discovered in the area designated for construction, the Contractor assumes responsibility to notify to the District and all workmen of existing lead-based paint conditions. Notification shall be made on approved EPA Forms and includes posting of notices in accordance with EPA and OSHA Guidelines. The Contractor shall assume all responsibility for compliance with applicable codes and regulations regarding discovery and notification of the presence of lead-based paint material.
- 4. If suspect lead-based paint material is identified, the Contractor shall not continue until the District, upon proper notification from the Contractor or Subcontractor, has the suspected lead-based materials analyzed. This will be done promptly by the District. If the Contractor proceeds after notification by the District not to proceed, the Contractor shall become liable for all costs associated with the cleaning and clearance for occupancy (using clearance testing method set out by the RRP Rule Regulations) of the structure or site.
- 5. All Work impacting Lead-Based Paint shall be performed by firms and individuals certified in Lead Safety for Renovation, Repair, and Painting. A copy of the firm's certification and a copy of certification of renovators shall be provided to the District within 10 days of contract issuance. The Contractor shall provide the District a copy of the Attachment Lead Paint Renovation, Repair, and Painting Recordkeeping Checklist for each work area at project completion.

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#### **ATTACHMENT C - FORM**

## <u>LEAD PAINT RENOVATION, REPAIR, & PAINTING RECORDKEEPING</u> <u>CHECKLIST</u>

Work Date(s): Facility:
Work Area(s):
Brief Description of Work:
Review Conducted of Lead-Based Paint Evaluation Report for Facility to determine whether lead was present on components affected by work: (Signature REQUIRED)
Work Impacted by Lead-Paint: NO ———— YES: ———— (if YES complete remaining form)
Name of Certified RRP Renovator (if used):  Copies of RRP renovator qualifications (training certificates, certifications) on file or attached.  Warning signs posted at entrance to work area.  Work area contained to prevent spread of dust and debris.  All objects in the work area removed or covered (interiors).  HVAC ducts in the work area closed and covered (interiors).  Windows in the work area sealed.  Windows within 20 feet of the work area closed.  Doors in the work area closed and sealed (interiors).  Doors in and within 20 feet of the work area closed and sealed (exteriors).  Doors that must be used in the work area covered to allow passage but prevent spread of dust.  Floors in the work area covered with taped-down plastic (interiors).  Ground covered by plastic extending 10 feet from work area.  Vertical containment installed to prevent migration of dust and debris to adjacent areas.  All visible debris HEPA vacuumed or cleaned with wet cloths, protective sheeting misted, folded dirty side inward, and taped for disposal in exterior dumpster.  TCLP performed of waste streams greater than 220 lbs. Results (attach lab report):  Certified Renovator performed EPA Post-Renovation Cleaning Verification Card (describe results, time & date):  Number of wet cloths used:
☐ Work Waste sealed with duct tape in appropriate trash bag and disposed of in exterior dumpster.
I certify under penalty of law that the above information is true and complete
(Signature REQUIRED):

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#### **ATTACHMENT D**

#### STORMWATER MANAGEMENT PERMIT

- 1. The Contractor is responsible for securing and paying for the State Stormwater Management Permit and/or local Stormwater Management Permit as may be required.
  - 1.1. The contractor is responsible to ensure that all the requirements of either the State or local Stormwater Management Permit are strictly followed during construction.
  - 1.2. The Contractor shall review and follow the District's Illicit Discharge reporting procedures in the event of an occurrence.
- 2. The District may engage a civil engineer to prepare an erosion control plan as part of the overall contract documents.
  - 2.1. The Contractor can use or modify the contract document plan as necessary in their preparation of the Stormwater Management Permit application. However, this does not relieve the Contractor from preparing their own site specific plan for application submission if no plan is provided in the contract documents.
- 3. The District or designated District's representative may inspect the Stormwater Management plan, project site and Best Management Practices (BMPs) and communicate noted deficiencies for corrective measures at any time during the construction project.
  - 3.1. The Contractor shall be fined up to \$250 dollars per day in addition to any Federal, State or local fines until deficiencies are corrected.
  - 3.2. The Contractor shall coordinate all inspections required by the State or authority having jurisdiction (AHJ).
- 4. The District's final acceptance of the project and Contractor de-mobilization does not relieve the Contractor of their responsibilities and duties as required in the permit, (i.e., maintain BMPs, regular and post-event inspections as defined in the permit, etc.) while it is still open.
  - 4.1. Final acceptance of ground areas including permanent stormwater structures shall only occur after the required vegetation and stabilization has been established.
  - 4.2. The Contractor is required to conduct monthly inspections of the site and BMPs during this warranty period and make corrective changes to the BMPs or add BMPs as needed.
- 5. The Contractor will notify the District in writing when they believe all vegetation and stabilization has reached the contract requirements and they want to close the Stormwater Management Permit.
  - 5.1. The District must be allowed the opportunity to review the site and approve the contractor's request to close the permit. The Contractor cannot apply to close the Stormwater Management permit without the District's written approval.
  - 5.2. It is the contractor's responsibility to remove and dispose of all BMPs after the Stormwater Management Permit has been closed.
- 6. The Contractor shall provide full-time, qualified, and efficient supervision of the work, using competent skill and attention.
  - 6.1. The Contractor's superintendent shall be knowledgeable and completed training in

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- Stormwater Management & Erosion Control and OSHA construction safety.
- 6.2. The superintendent shall be knowledgeable of all building codes that govern the construction of the project.
- 6.3. The superintendent shall direct, schedule, and coordinate the work.
- 6.4. The superintendent is responsible for determining and supervising all temporary and permanent erection and construction sequences, techniques, means and methods.
- 6.5. The superintendent shall coordinate the work to ensure that all parts fit together properly and in accordance with the Contract Documents.
- 6.6. The superintendent shall carefully study and compare all Contract Documents and other instructions and shall at once report to the Architect (if applicable) and the District any error, inconsistency, or omission which they may discover.

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