



POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BID

POLARIS EXPEDITIONARY LEARNING SCHOOL MEDIA CENTER RECORDING STUDIO

IFB 20-505-001

BID SCHEDULE

IFB Posted to BidNet

February 27, 2020

Optional Pre-Bid Meeting

March 17, 2020 - 10 a.m. MST

Questions Due

March 19, 2020 - 2:00 p.m. MST

IFB Closing Date

March 26, 2020 - 2:00 p.m. MST

TABLE OF CONTENTS

PURPOSE OF IFB

- 1.0 BACKGROUND**
 - 2.0 GENERAL TERMS AND CONDITIONS**
 - 3.0 SPECIFIC CONDITIONS**
 - 4.0 CONTRACTOR'S RESPONSIBILITIES**
 - 5.0 PROJECT SCOPE AND SPECIFICATIONS**
 - 6.0 EVALUATION AND AWARD OF AGREEMENT**
 - 7.0 PERFORMANCE AND PAYMENT BOND**
 - 8.0 WARRANTIES**
 - 9.0 INSURANCE**
 - 10.0 REFERENCES**
 - 11.0 BID CERTIFICATION FORM**
 - 12.0 BID FORM**
- EXHIBIT A – SAMPLE LIMITED SCOPE AGREEMENT**
- EXHIBIT B – POLARIS ARCHITECTURAL PLANS**
- EXHIBIT C – SOUND BOOTH ASSEMBLY INSTRUCTIONS**
- EXHIBIT D – POUDDRE FIRE AUTHORITY PERMIT**

Poudre School District (the District) is requesting bids from professional and qualified contractors to provide the services required to create a media recording studio in Polaris Expeditionary Learning School (Polaris).

A copy of the Invitation for Bid (IFB) 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, but not required, to be represented at a pre-bid meeting on **March 17, 2020 at 10:00 a.m. MST**. The pre-bid meeting will begin promptly at 10:00 a.m. MST at the front entrance of Polaris (1905 Orchard Place, Fort Collins, CO 80521).

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 19, 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: Questions 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 **March 26, 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 March 27, 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 District 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
- 5 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 (herein after referred to as Contractor) on behalf of District Solicitations including, but not limited to, Invitations for Bid, Requests for Quotes, Requests for Qualifications and Requests for Proposals.
- 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.
District Tax Exempt Number: 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 IFB.
- 2.7 Bids must meet or exceed specifications contained in the bid 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). Safety data sheets (SDS) shall accompany each shipment, when applicable.
- 2.9 The awarded Contractor shall be held entirely responsible for any and all damage to District property, accidents or injuries to employees and the public by reason of work contracted under terms of this IFB. The Contractor shall be required to take safety precautions in an effort to protect persons and District property. Each Contractor (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations, and OSHA. The awarded Contractor shall also furnish all supplies, which conform to all applicable safety codes and regulations. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor when work is performed in areas traversed by persons or when deemed necessary by the District's Project Manager.
- 2.10 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.

- 2.11 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 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 an agreement 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 warrants that all goods and/or services furnished as a result of this solicitation shall conform to District specifications and to industry standards and shall be free from defects in material and workmanship. Contractor warrants that all goods and/or services furnished as a result of this solicitation shall be merchantable and shall be safe and appropriate for the purpose for which goods and/or services of like kind are normally used. If Contractor knows or has reason to know the particular purpose for which the District intends to use the goods and/or services, Contractor warrants that such goods and/or services shall be fit for that particular purpose. Contractor warrants that all goods furnished as a result of this solicitation shall be new unless otherwise specified by the District, and that the title conveyed regarding such goods shall be good and its transfer rightful. Contractor agrees to promptly replace or correct defects in any goods or services not conforming to the foregoing opportunity to do so. In the event of Contractor's failure to promptly replace or correct defects in nonconforming goods and services or make such corrections and charge Contractor its costs incurred therefor.
- 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.
- 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 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.
- 2.19 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 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.

- 2.20 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 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, gender, 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 signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign bid may invalidate same and it may not be considered for award.
- 2.24 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 BidNet. 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 IFB 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 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 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.
- 2.29 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 the 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.

3 Information and materials submitted in response to this solicitation 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.

2.33 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 All changes in bid documents shall be through written addendum or Q&A results posted on BidNet.
- 3.3 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 agreement.
- 3.4 During the performance of this agreement, 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 agreement 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 agreement.
- 3.5 Where there appears to be variances or conflicts between the information outlined in this IFB and/or the referenced drawings, diagrams 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.
- 3.6 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 the District for back ordered items until items are delivered and accepted by an authorized District representative. The District 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.
- 3.7 The District will provide access to the premises and related facilities during the project for regular working hours or outside regular working hours and days as requested by the District.
- 3.8 The District will respond in a timely manner to requests by the Contractor in cases where there are ambiguities in the work to be performed or resources to be supplied by the District that are not available.

4.0 CONTRACTOR'S RESPONSIBILITIES

- 4.1 The Contractor shall furnish all labor, materials and equipment, necessary for satisfactory agreement performance.
- 4.2 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 agreement has been fully executed.
- 4.3 Contractor shall be responsible for all site cleanups, including trash and debris. District dumpsters are not to be used. The building(s) and property of the District shall be left in an acceptable, as found condition. The Contractor shall remove all

unusable materials and debris 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.

- 4.4 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. Any costs associated with disposal of above stated materials shall be at the expense of the Contractor.
- 4.5 All work shall be performed in full compliance with all applicable EPA, OSHA, DOT and State regulations.
- 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 will be responsible for all necessary licenses.
- 4.8 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. Noting contained in the agreement or any subcontract shall create any contractual relation between any subcontractor and the District.
- 4.9 Project estimates, schedules, work activity, other trades not included in the agreement, inspections, and payment requests must be approved by the District Project Manager.
- 4.10 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 agreement by the District.
- 4.11 Contractor shall visit the project site prior to commencement of work to verify working area project scope and potential safety issues.
- 4.12 Contractor shall furnish all required personal safety equipment.
- 4.13 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.

5.0 PROJECT SCOPE AND SPECIFICATIONS

- 5.1 To increase the learning capacity of the school and challenge students in a more creative way, Polaris will make improvements to their Media Center. As identified in

the District's 2016 Bond Proposal List, the District intends to secure the complete, professional Contractor services for the installation of a prefabricated sound booth and the construction of an audio/visual recording studio. This project will consist of, but is not limited to, the demolition of existing materials, relocation of bookshelves, construction of new walls with the addition of new electrical, HVAC, window and passage door.

- 5.1.1 Exhibit B – Polaris Architectural Plans
- 5.1.2 Exhibit C – Sound Booth Assembly Instructions
- 5.1.3 The awarded Contractor shall work closely with the District construction department to achieve the desired outcome.
- 5.2 During construction, the awarded Contractor shall adhere to the requirements of Poudre Fire Authority (Exhibit D).
- 5.3 Lump sum pricing for the project shall be submitted in the Bid Form (Section 12.0) and shall include:
 - 5.3.1 Off-site trash and debris removal and disposal
 - 5.3.2 All materials, labor, and freight to complete the project
- 5.4 Work scheduling shall be coordinated between the District Project Manager and Contractor.
- 5.5 Inspection of the work shall not relieve the Contractor of any obligation to fulfill the agreement as prescribed. Work not meeting specifications shall be corrected, at Contractor's expense, and unsuitable work may be rejected, notwithstanding that such work has been previously inspected by the District Project Manager. Receipt of pertinent documentation and final inspection of finished product by the District Project Manager are required prior to release of final payment to the awarded Contractor.
- 5.6 Contractor shall not use District sanitary facilities, trash receptacles, roll offs, supplies, tools, or equipment. The Contractor shall haul away all debris and trash to an off-site location.
- 5.7 Any measurements referenced may be approximations. Contractors are responsible for obtaining exact measurements – 'Verify in Field' (V.I.F).
- 5.8 Upon request, Contractor shall supply a list of employees working on this project.
- 5.9 Proof of materials cost shall be provided upon request.
- 5.10 After hours or weekend work (at no additional cost to the District) may be necessary to complete the project.
- 5.11 Services will be provided as established by a District issued purchase order. All work will be performed in accordance with accepted standards for work of a similar nature.

5.12 Work may begin upon successful execution of a Limited Scope Agreement (Exhibit A) and issuance of a District purchase order.

5.12.1 Work may begin as early as June 1, 2020 and must be completed no later than August 8, 2020.

5.12.2 There is no early finish incentive offered to the awarded Contractor.

6.0 EVALUATION AND AWARD OF AGREEMENT

6.1 Responses to this IFB will be independently evaluated.

6.2 This IFB may be awarded to one (1) Contractor meeting the specifications and deemed to be in the best interests of the District. Final evaluation may be based on, but not limited to, any or all of the following: price, adherence to specifications, previous experience with similar projects, reference checks and delivery timeline. Those that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation.

6.3 Amendments or clarifications to the submitted bids not requested by the District will not be accepted, nor considered following the opening of the bid.

6.4 The successful Contractor will be required to enter into and sign a formal agreement with the District. The agreement language will control over any language contained within this IFB that conflicts with the signed and fully executed agreement. If the Contractor has concerns with the language contained within the proposed agreement, those shall be identified in the Contractor's response.

6.4.1 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.

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 agreement price and must remain in effect until completion of agreement.

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 agreement 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 agreement 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/manufacturer.
- 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

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 shall not reduce the indemnification liability that Contractor has assumed in section 9.1 below.

Commercial General Liability (General Contractor / Construction Manager)

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 Agreement (including defense costs assumed under Agreement)
- 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 Agreement.

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
f. 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.
- a. 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.
- b. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.
- 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 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 Agreement. Copy of policy endorsement must be attached to the Certificate of Insurance.
- d. 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.
- e. 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 agreements less than \$1 million is provided by Colorado School Districts Self Insurance Pool and requires a completed application.

- Agreements 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 Agreement)

Bodily Injury & Property Damage Combined Single Limit Minimum	\$1,000,000
--	-------------

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

- Bodily Injury/Property Damage (Each Accident) Minimum Limit \$5,000,000
- 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.
- 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 Agreement.

Workers' Compensation and Employers' Liability*

Minimum Limits

- State of Colorado Statutory
- Employer's Liability

\$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee
- 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.

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 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.

10.0 REFERENCES

References are mandatory – List three (3) references for which your company has completed similar services for projects of similar scope.

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

Bids must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on March 26, 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 solicitation, 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 solicitation and/or the company’s bid responding to the solicitation.
- The company meets or exceeds all the required criteria as specified by this solicitation, 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 Sections 2 and 3 of the solicitation.
- The company will accept any awards made to it, contingent on agreement negotiation, as a result of this solicitation for a minimum of ninety (90) calendar days following the date and time of the solicitation opening.

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

**POLARIS EXPEDITIONARY LEARNING SCHOOL
MEDIA CENTER RECORDING STUDIO**

The District reserves the right to reject any or all bids or any parts thereof.
The District's intent is to award a single agreement to one Contractor.

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

BID LUMP SUM

_____ Dollars (\$_____)

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 Lump 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 _____

CONFIRMATION OF SCHEDULE

The undersigned Contractor agrees to achieve substantial completion of the project no later than **August 8, 2020**. There is no early incentive offered by the District.

Company Name: _____ Date: _____

Authorized Company Representative's Printed Name: _____

Authorized Company Representative's Signature: _____

Exhibit A

SAMPLE LIMITED SCOPE AGREEMENT



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 referred to as the "District," and _____, hereinafter referred to as the "Contractor," for the following project:

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, indirect, 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.**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: YES NO

19. All notices, requests, demands, and other communications given or to be given under this Agreement shall be in writing and shall be deemed to have been duly given when served if 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 notice 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: _____

Title: _____

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**

FROM: _____
(Contractor)

TO: Poudre School District R-1
2407 Laporte Avenue
Fort Collins, CO 80521

Project Name: _____

Bid Number: _____ Project Number: _____

As the Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien and the I (we) have participated in or attempted to participate in the basic pilot program of the State of Colorado in order to verify that I (we) do not employ any illegal aliens.

Signed on _____, 20__

Contractor Name

By: _____

Its: _____
Title

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 asbestos-containing 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.

ATTACHMENT B - FORM
CONTRACTORS/ARCHITECTS CERTIFICATION
OF NON-USE OF ASBESTOS CONTAINING BUILDING MATERIAL

PROJECT NAME: _____ PROJECT NO. _____

CONTRACTOR: _____

CONSTRUCTION DATES:

NOTICE TO PROCEED (START): _____

SUBSTANTIAL COMPLETION DATE: _____

SQUARE FEET: _____
(BUILDING OR PROJECT AREA)

I certify that for the project described above, to the best of my knowledge, no asbestos-containing material (ACM) was used as a building material in the construction of this project.

Contractor's Company Name

Name & Title

Signature

Date

I certify that for the project described above, to the best of my knowledge, no asbestos-containing material (ACM) was used as a building material in the construction of this project.

Architect's Company's Name

Name & Title

Signature

Date

ATTACHMENT C

Lead-Based Paint Materials Clause – Protection of Persons or Property

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.

ATTACHMENT C - FORM

**LEAD PAINT RENOVATION, REPAIR, & PAINTING RECORDKEEPING
CHECKLIST**

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):** _____

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

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.

Exhibit B

POLARIS ARCHITECTURAL PLANS

METAL INTERIOR PARTITION TYPES

GENERAL PARTITION NOTES

- The typical interior partition type is 'C3-AH'. All interior partitions are C3-AH unless noted otherwise on the floor plans or interior drawings.
- All interior partitions shall be full height to underside of floor/ceiling or roof/ceiling assembly above unless noted otherwise.
- All interior partitions on the ground floor bearing on the 'F1' floor slab-on-grade shall include long leg metal slip track along top providing min. 1-1/2" slip connection, see detail this page.
- Typical metal studs for interior partitions are 25 GA unless noted otherwise with (2) 20 GA studs @ door and window jambs minimum, refer to Structural.
- Confirm adequate gauge and spacing per USG Recommendations for height and appropriate deflection. Provide stud spacing at 16" OC for 3-5/8" full height partitions.
- Provide fireblocking as required in all wall cavities per IBC requirements. Fire blocking shall occur at intervals not to exceed 10'-0" OC in all concealed wall cavities and may consist of mineral wool insulation, wood blocking or other approved material per IBC.
- All walls denoted with an 'F' suffix are rated for fire and are required to extend full height and terminate as specified in wall assembly designation.

SOFFITS AND FRAMED CEILINGS

- All soffits and dropped ceilings shall be framed using non-combustible, light gauge metal framing supported as required for gauge and spacing for indicated span.

WALL / CEILING BLOCKING

- Provide wood blocking or metal strap backing in partitions as needed to provide backing for wall mounted equipment, cabinets, accessories, etc. It shall be the responsibility of the GC to coordinate the required locations for backing.
- Provide wood or metal blocking within wall for proper attachment of all millwork, non-combustible soffit framing etc. Note that 1-hr floor/ceiling assemblies must continue uninterrupted past non-combustible soffits and ceilings.
- Fire rated partitions require fire retardant treated wood blocking.

ACOUSTIC INSULATION

- All partitions separating public/private space, unit demising walls, bathrooms, mechanical and service areas are to have acoustic treatment UNO.
 - Fill cavities between studs w/ 3" glass, mineral or cellulose insulation or per designated assembly. Seal perimeter and all penetrations w/ acoustic sealant. Note that when a partition is indicated to extend full height to the underside of the deck or floor above ("F", or "H" suffix), acoustic batts shall also extend full height. Fasten insulation to studs to prevent material settlement and/or voids

CLOSED CELL FOAM INSULATION

- All wall penetrations in INTERIOR walls shall be spray foamed in place prior to installation of gypsum wall board. Penetrations include conduits, j-boxes, switches and other device boxes.

GYPSUM FINISH NOTES

- All gypsum wall board shall be 5/8" UNO with texture and finish to match existing walls.
- Use specified gypsum wall board at fire rated partitions (suffix 'F') in accordance with listed assembly
- Install gypsum products per GA 216-07
- Gypsum wall board finish levels 0-5 as defined by GA 214-07

TYPICAL GWB FINISH

- Finish level 4; Provide level 4 for all partitions OR to match existing adjacent finish.

INTERIOR PARTITION SUFFIXES

The basic partition types listed or shown on the documents here are modified per the suffixes listed below.

"1F" = 1-hour Fire rated barrier per the noted assembly. Verify assembly with Architect if not shown. Minimum compliance 1-hr construction in conformance with IBC Section 707. Extend partition full height to underside of floor or roof sheathing above except at shaft enclosures that terminate at 1-hour fire rated lid. Provide fire caulking. (Note: Firesafing insulation shall be USG "thermafiber" or approved substitution. Fiberglass batt insulation is NOT acceptable as firesafing.)

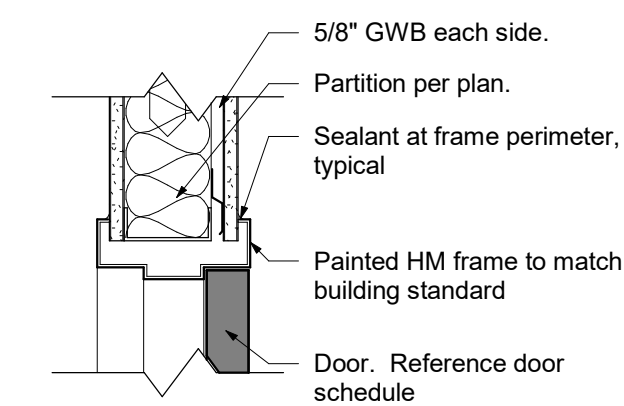
"2F" = 2-hour Fire rated barrier per the noted assembly. Verify assembly with Architect if not shown. Minimum compliance 1-hr construction in conformance with IBC Section 707. Extend partition full height to underside of floor or roof sheathing above. (Note: Firesafing insulation shall be USG "thermafiber" or approved substitution, Fiberglass batt insulation is NOT acceptable as firesafing.)

"H" = Full height wall which is not fire rated: Extend wall full HT to underside of floor/roof deck above. Use long leg top track at underside of deck/roof with studs cut short @ not screwed to track to allow for 1" deflection. Fill flutes in metal deck w/ insulation.

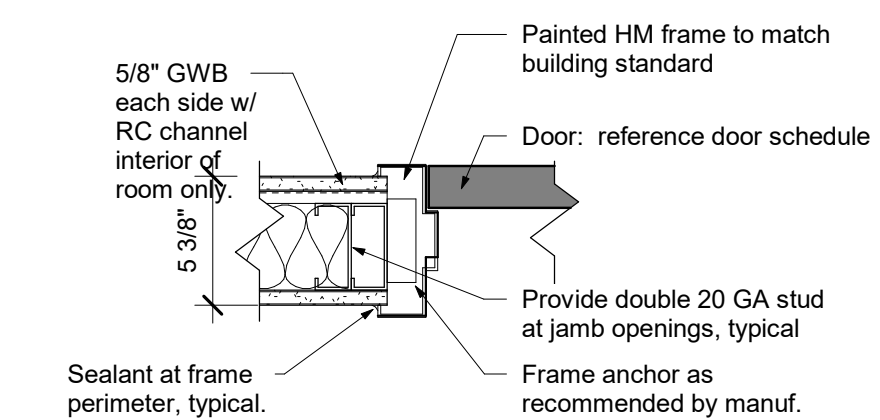
"A" = Acoustic Insulation. All partitions to have acoustic treatment where denoted by 'A'. Fill cavities between studs w/ acoustic batt insulation. Seal perimeter @ all penetrations w/ acoustic sealant. Note, when a partition is indicated to extend full height to the underside of the deck or floor above ("F" or "H" suffix), acoustic batts shall also extend full height. Provide foil faced batts where exposed above ceiling.

"S" = Sound Wall: Sound wall shall be used to separate the existing library from the new Sound Booth room created with this scope. See assembly. Provide acoustical sealant, T&B. Provide closed cell spray foam at all electrical boxes and wall penetrations prior to the installation of GWB. Note: Assembly meets minimum STC rating of 50.

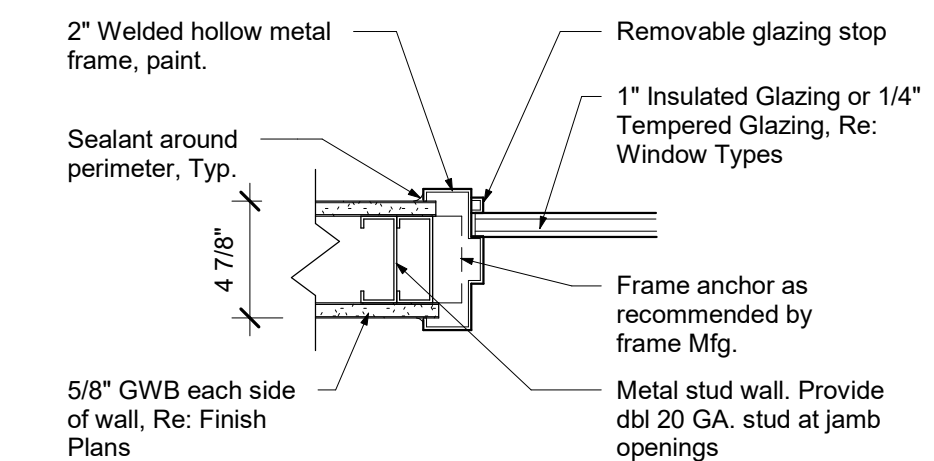
"T" = Thermal Insulation. All partitions to have min. R-13 unfaced thermal batt insulation where denoted by 'T'. Fill cavities between studs w/ thermal batt insulation. Provide 6mil. polyvapour barrier. Note, when a partition is indicated to extend full height to the underside of the deck or floor above ("F" or "H" suffix), acoustic batts shall also extend full height. Provide foil faced batts where exposed above ceiling.



2 H.M. Door Head
1 1/2" = 1'-0"



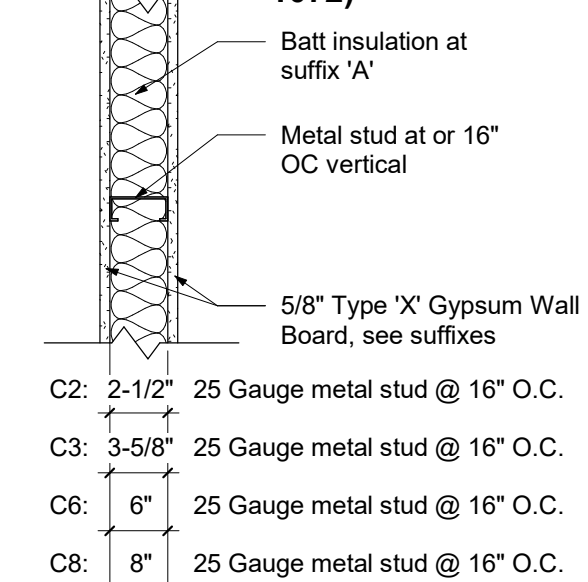
3 H.M. Door Jamb
1 1/2" = 1'-0"



4 H.M. Window Frame
1 1/2" = 1'-0"

C 'X'

Non-rated Common Partition Rated Partitions (suffix 'F1' per WP 1072)

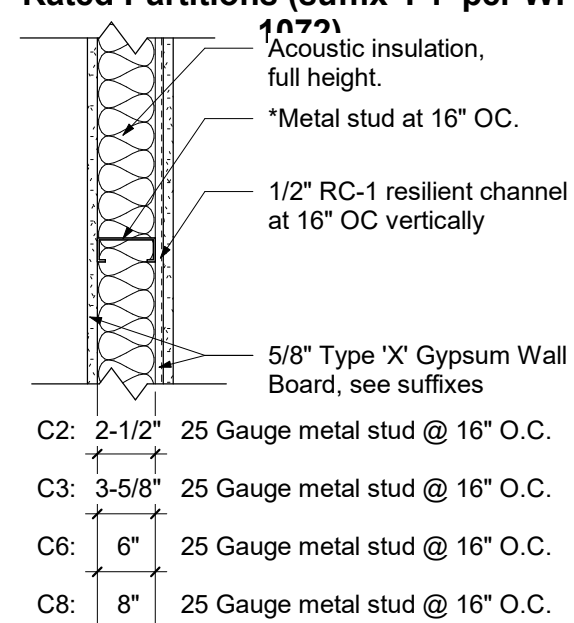


Notes:

- Where denoted by Suffix 'A', wall partition is to receive acoustic batt insulation full height.
- Where denoted by Suffix 'H', wall partition is to extend full height to underside of deck. Provide long leg track for min. 1-1/2" slip when connecting to structure and/or decking above.
- GC shall provide gauge and spacing appropriate for height based on manufacturer span tables for L360 and 5 lb horizontal force.

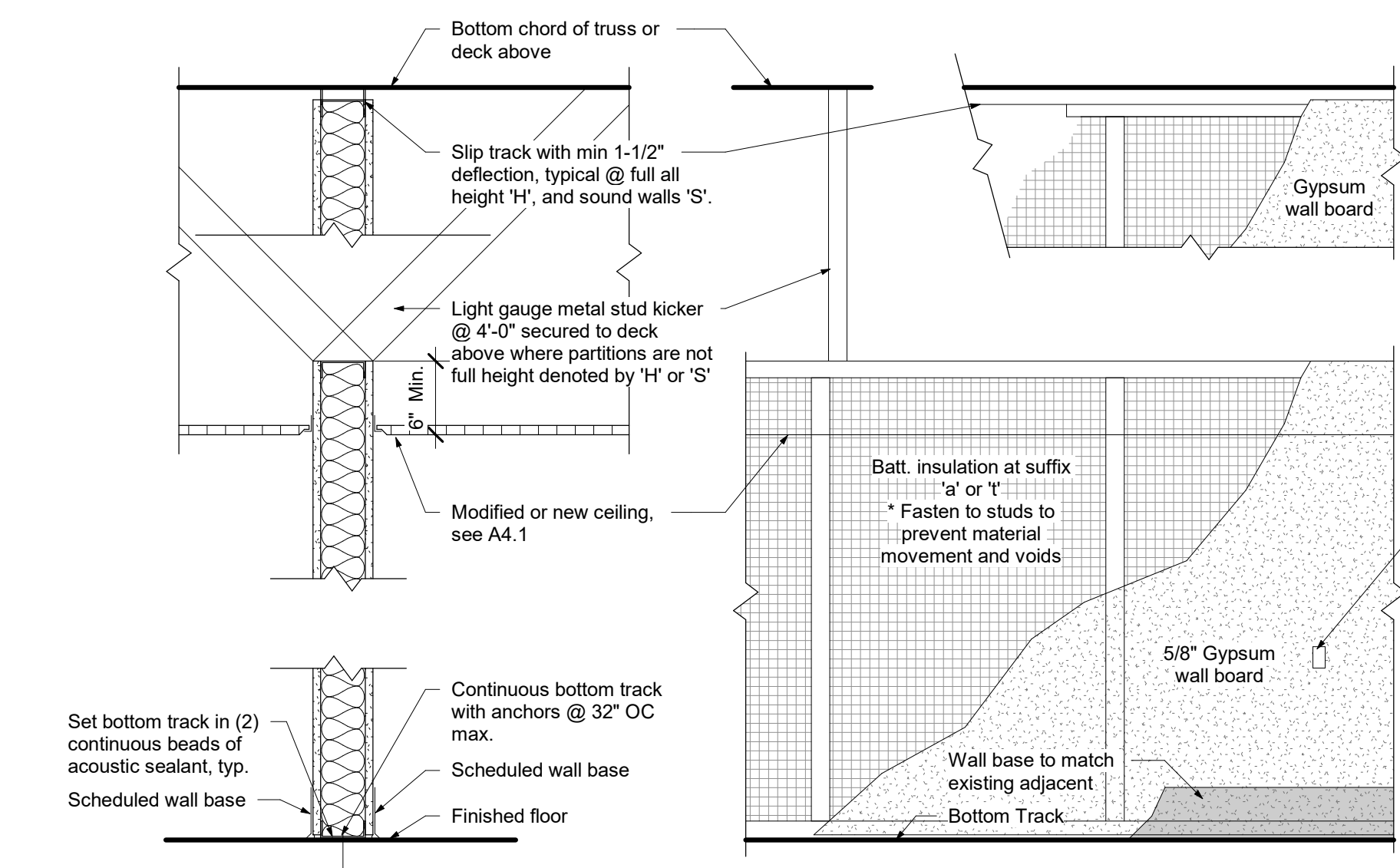
C 'x' S (Sound)

Non-rated Common Partition Rated Partitions (suffix 'F1' per WP 1072)



Notes:

- Where denoted by suffix 'S', partition shall comply with construction and criteria for sound separation. Partition shall include acoustic insulation, full height.
- All sound walls shall include closed cell spray insulation at all electrical and conduit penetrations prior to installation of GWB.
- GC shall provide gauge and spacing appropriate for height based on manufacturer span tables for L360 and 5 lb horizontal force.



1 Top & Bottom of Wall Details - Partition 'C'
1" = 1'-0"

Door Schedule

Door Number	Type	Door							Frame					Comments	
		Width	Height	Thickness	Material	Finish	Under Cut	Fire Rating	Hardware	Type	Material	Finish	Jamb		Head
110	1	3' - 0"	7' - 0"	0' - 1 3/4"	Wood	Match Existing	Door Bottom/Threshold	NA	Group #1	1	HM	Ptd	2/A0.5	3/A0.5	Factory finish. Match existing building standard.

Door and Welded Metal Frame

General Hollow Metal Frame Specifications:

- Welded hollow metal frame, 16 Ga. doors, 18 Ga. windows
- Anchor: Provide anchors per mfg. recommendations. Wire anchors not allowed
- Finish: Apply 1 coat of factory primer, Field Paint to match adjacent frames
- Fire: Provide UL labels at all fire rated doors, Re: door schedule

Doors

- Solid 1-3/4" wood doors w/ metal lite kit (Anemostat LoPro with frame profile to match existing). Match existing adjacent species and finish. Factory finish.

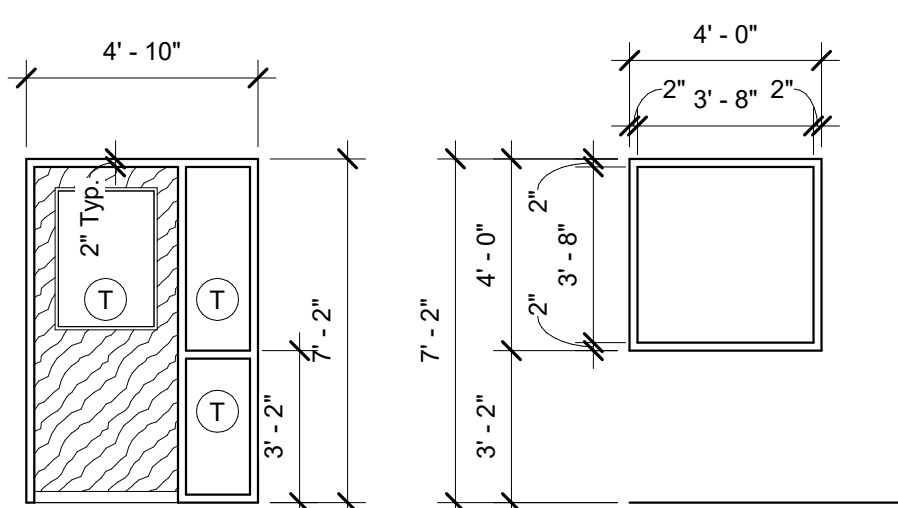
General Glazing Notes:

- Clear tempered glazing as required.

Tempered Glazing Requirements (IBC 2406.4)

Where denoted with (T) and the following conditions

- Glazing in swinging, sliding, and bifold doors shall be tempered glazing.
- Glazing adjacent to doors in fixed or operable panels adjacent to a door where the nearest exposed edge of the glazing is within a 24-inch arc of either vertical edge of the door in a closed position and where the bottom exposed edge of the glazing is less than 60 inches above the walking surfaces shall be tempered glazing - exterior and interior conditions.
- Tempered or heat strengthened glazing shall be provide at locations where excessive heat and/or thermal stress may occur or where deemed appropriate by glazing sub-contractor. All locations shall be reviewed by Architect and General Contractor prior to installation.



Type 1 Door #110 Type HM-1 Frame

Solid panel wood door w/ metal lite kit to match building standard. Welded, HM 16GA frame and Tempered, insulated glazing; Automatic Dr. Bottom

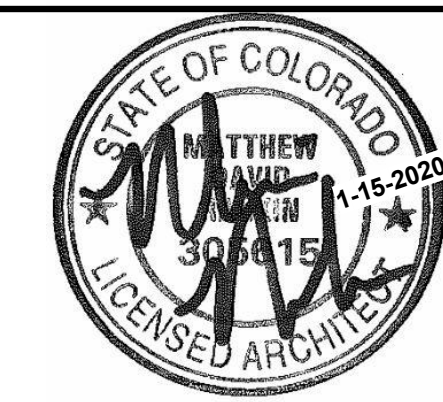
Welded Hollow Metal frame, Paint per building standard. 1" Insulated Clear glazing

Hardware Group #1:

General Hardware Notes:
Lockset: Schlage ND-Series Vandalgard trim, Grade 1 hardware, Style Rhodes, US26D
Hinges: Full mortise hinges by Ives
Seals: National Guard Products
Closer: LCN
Dr. Bttm National Guard
Threshold National Guard

110 - Studio #110

1 ea. Classrm Latch	ND70PD RHO 626	Schlage
3 ea. Hinge	5BB1HW	Ives
1 ea. Seals	S95DCL Hd/Umb	NGP
1 ea. Wall Stop	WS406CCV	Ives
1 ea. Closer	LCN 4040XP-Reg XP	LCN
1 ea. Automatic Dr. Bttm	NG 220N	NG
1 ea. Threshold	NG 413	NG



In Association with:

Poudre School District Owner

2415 Laporte Avenue
Fort Collins, CO 80521
Phone: (970) 490-3465
Contact: Grey Gustafson
Email: ggustafson@psdschools.com

r4 Architects Architect

226 Remington St. Unit #3
Fort Collins, CO 80524
Phone: (970) 224-0630
Contact: Matt Rankin
Email: matt@r4architects.com

TBD General Contractor

Issued

No.	Description	Date
1	Permit / Bid Issue	1-15-2020

Polaris Expeditionary Learning School

Sound Booth and AV Rm Addition

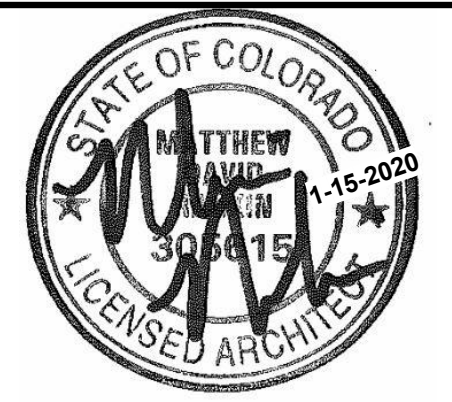
Project No.: 2019-49 Drawn by: Author
Reviewed by: Checker

Partition, Door & Window Types, Notes and Details

Scale Accordingly if Reduced

Drawing Number

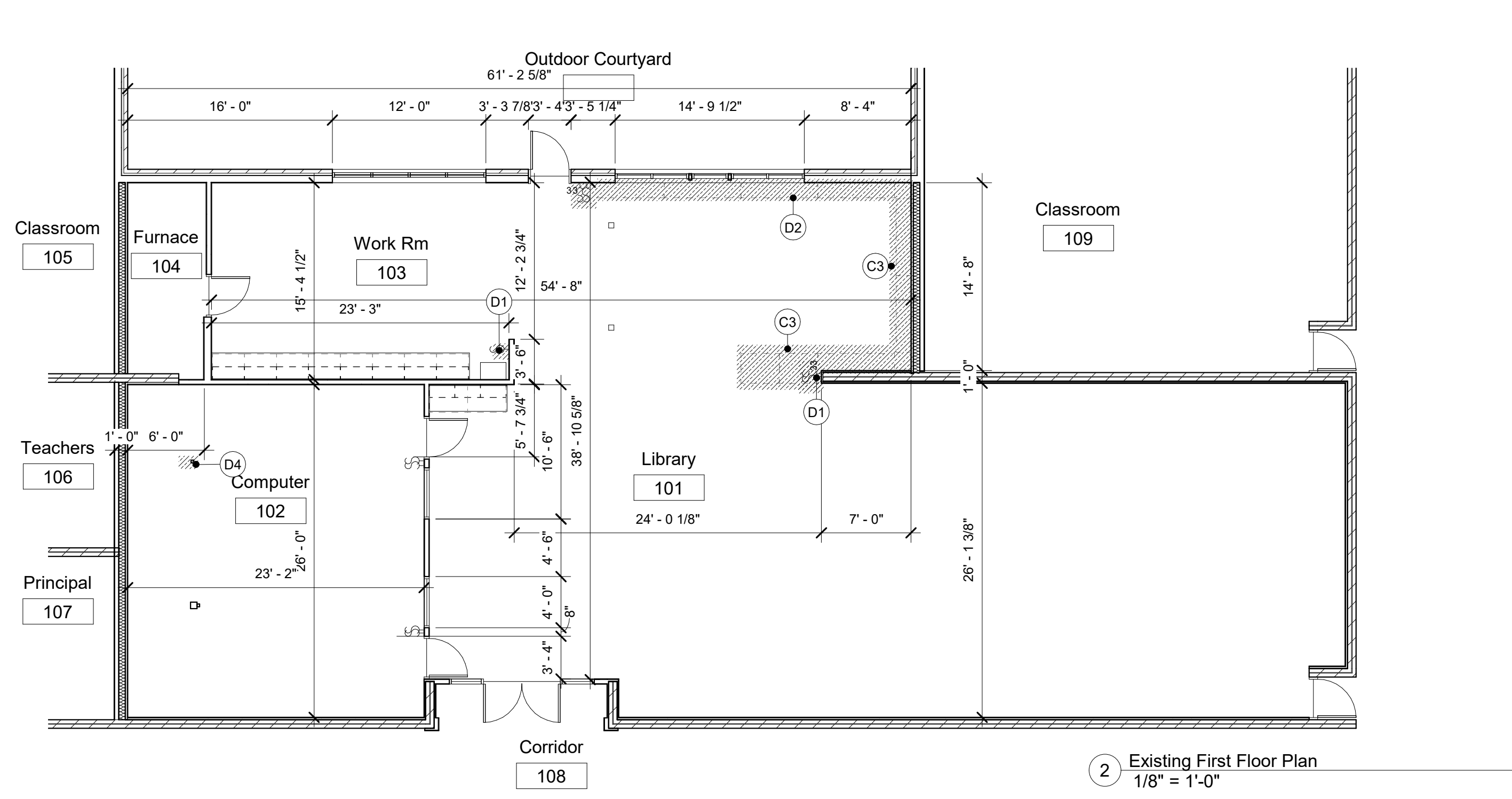
A0.5



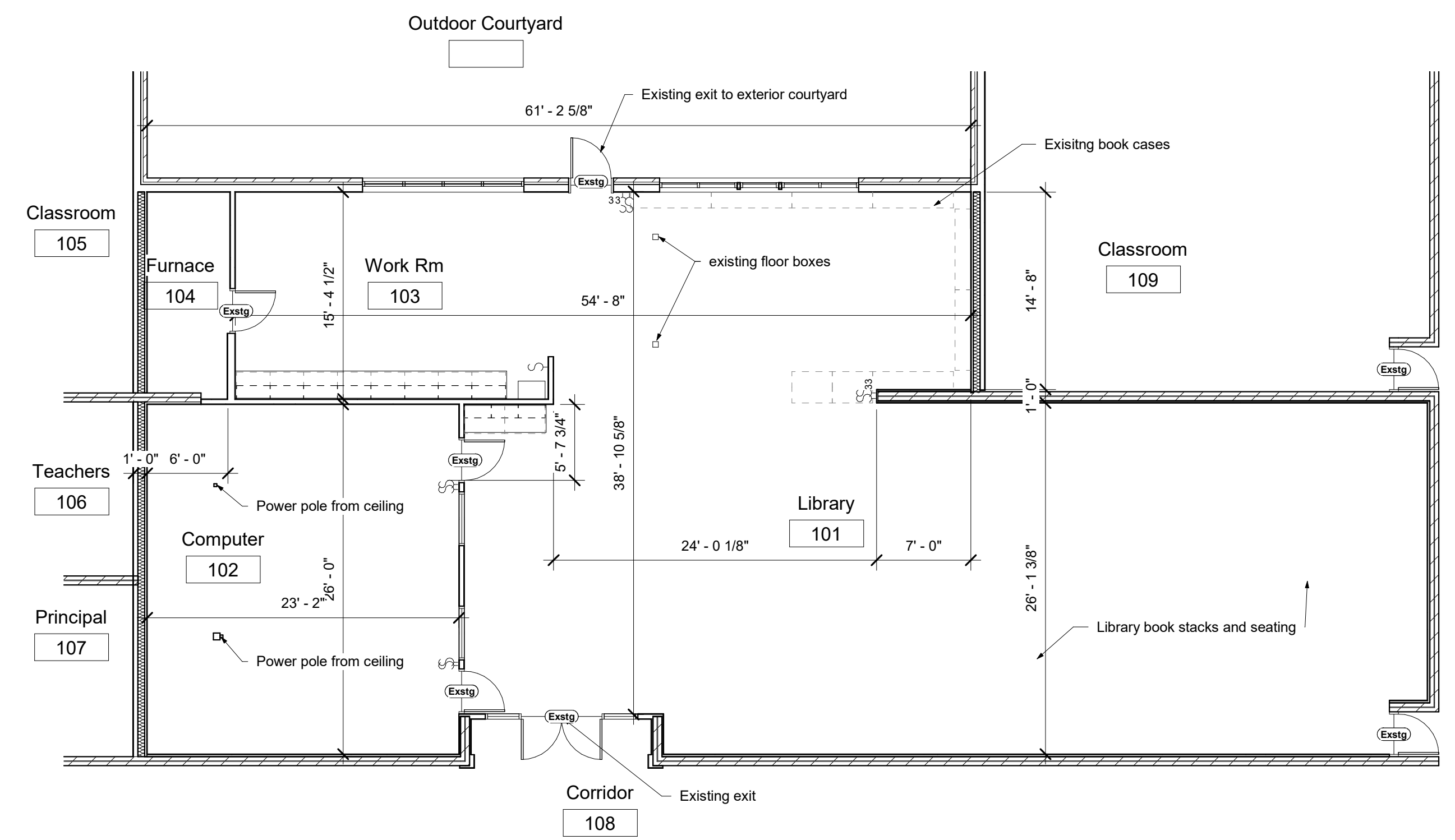
In Association with:
Poudre School District Owner
 2445 Laporte Avenue
 Fort Collins, CO 80521
 Phone: (970) 490-3466
 Contact: Grey Gustafson
 Email: ggustafson@psdschools.com

r4 Architects Architect
 226 Remington St. Unit #3
 Fort Collins, CO 80524
 Phone: (970) 224-0630
 Contact: Matt Rankin
 Email: matt@r4architects.com

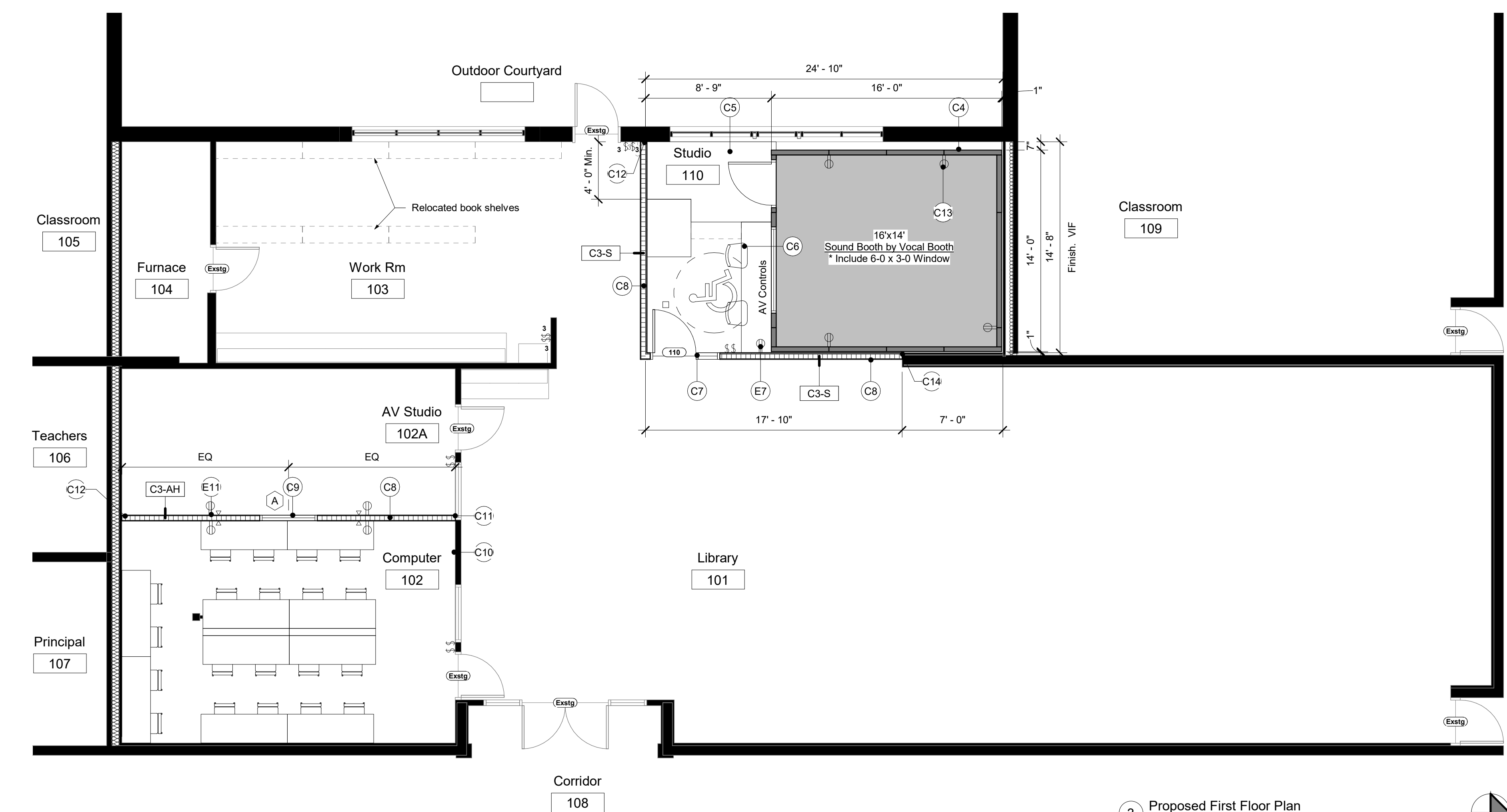
TBD General Contractor



2 Existing First Floor Plan
 1/8" = 1'-0"



1 Existing First Floor Plan
 1/8" = 1'-0"



3 Proposed First Floor Plan
 3/16" = 1'-0"

Keynote Legend	
Key Value	Keynote Text
C3	Patch, repair and repaint walls, replace base and patch carpeting as necessary after removal of book cases.
C4	Platinum Series, 14'x16' VocalBooth modular, demountable sound recording booth. Owner furnished, Contractor installed (OFCI). Coordinate delivery with Client. Refer to manuf. installation and construction literature including video available from Client.
C5	Raised platform and access ramp provided by VocalBooth vendor. Coordinate with Client. Provide new carpeting if necessary to match adjacent. Max platform height is 4-3/4".
C6	Seating, desk and equipment by Poudre School District.
C7	New welded, 16GA painted HM frame with 1-3/4", solid wood door w/ half-lite to match building standard. Factory finish to match species and color. Paint frame to match adjacent. Provide clear, tempered side-lite glazing.
C8	New cold formed metal framed walls. Refer to partition details for callout and construction.
C9	New 4'x4' 18GA, HM window frame @ 3'-2" AFF to match existing adjacent. Provide clear glazing. Paint to match existing adjacent. Center in room or PSD direction.
C10	Relocate/adjust existing smart board and accessories as necessary to accommodate construction of new demising wall.
C11	Align FOSTud w/ FOFrame. Terminate GWB to frame, provide paintable caulking to wall and frame.
C12	Terminate wall at existing FO GWB. Provide paintable caulking. Repaint entire wall to match existing adjacent.
C13	Receptacles and in-wall conduit provided by VocalBooth with panels. Provide whip from nearest receptacle through booth to junction box and conduit raceway.
C14	Align finish w/ existing wall. Tape, texture and paint to match existing adjacent. Repaint entire wall to corner.
D1	Refer to reflected ceiling plans for switch and ceiling demolition.
D2	Remove and relocate existing book shelving and books.
D4	Demo existing power pole feeding computer stations. Reallocate power/data drops to locations shown in new demising wall under new construction.
E7	New duplex receptacle at 18" AFF. Provide whip to vocal booth in-wall junction box, conduit and devices.
E11	Reallocate the power that previously fed overhead power pole that serviced the removed computer island and utilize to feed the new receptacles and data drops shown.

Issued		
No.	Description	Date
1	Permit / Bid Issue	1-15-2020

Polaris Expeditionary Learning School

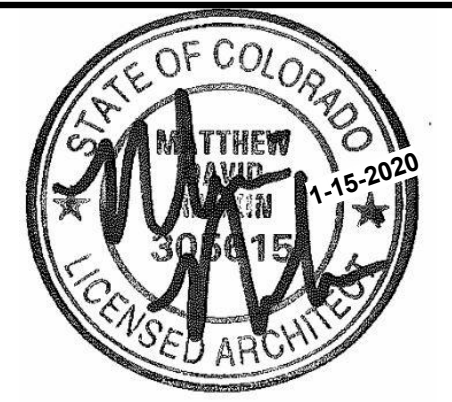
Sound Booth and AV Rm Addition

Project No.: 2019-49 Drawn by: SA
 Reviewed by: Checker

Existing, Demo and New Floor Plans

Scale Accordingly if Reduced

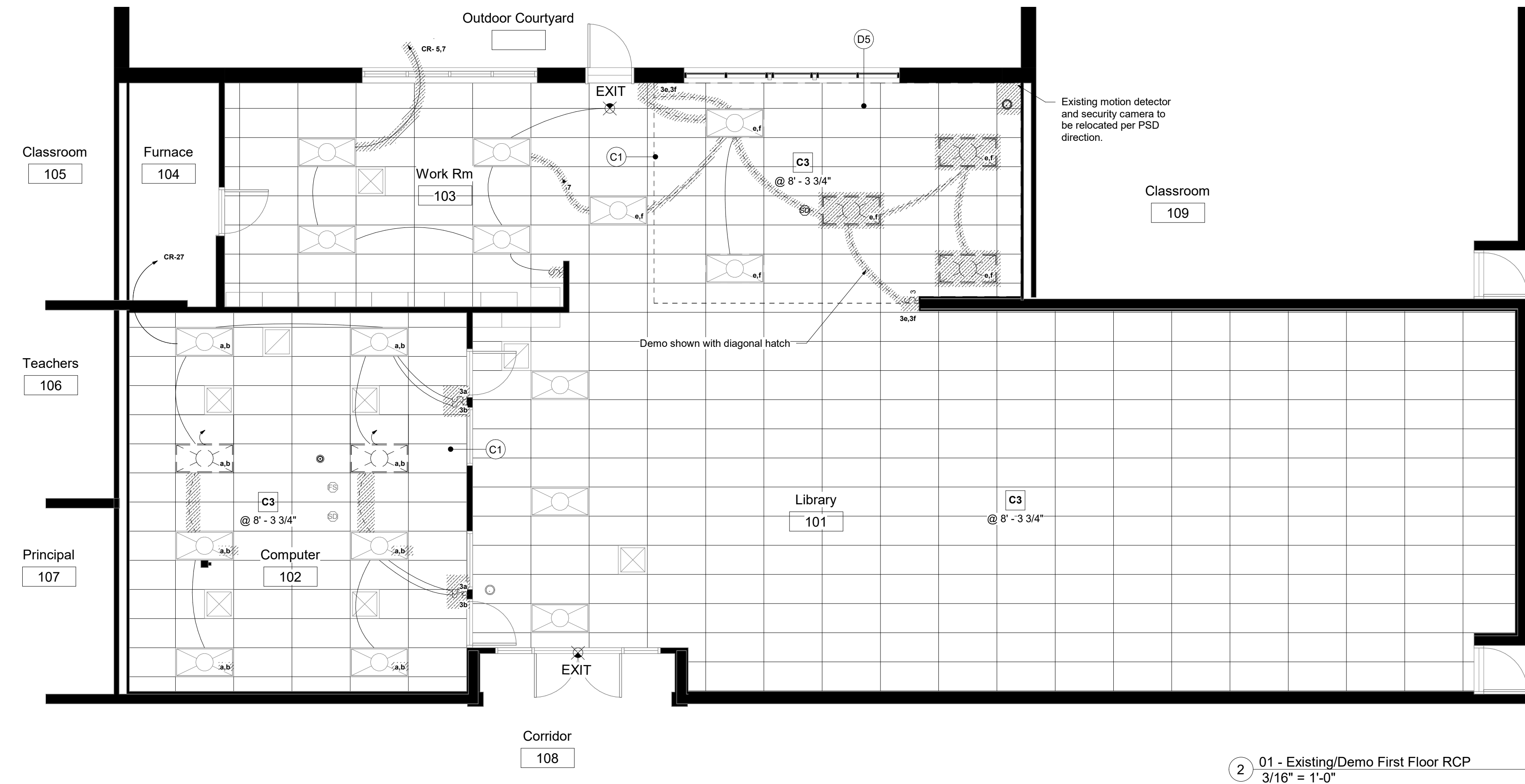
Drawing Number
A1.1



In Association with:
Poudre School District Owner
 2445 Lipotte Avenue
 Fort Collins, CO 80521
 Phone: (970) 490-3466
 Contact: Grey Gustafson
 Email: ggustafson@psdschools.com

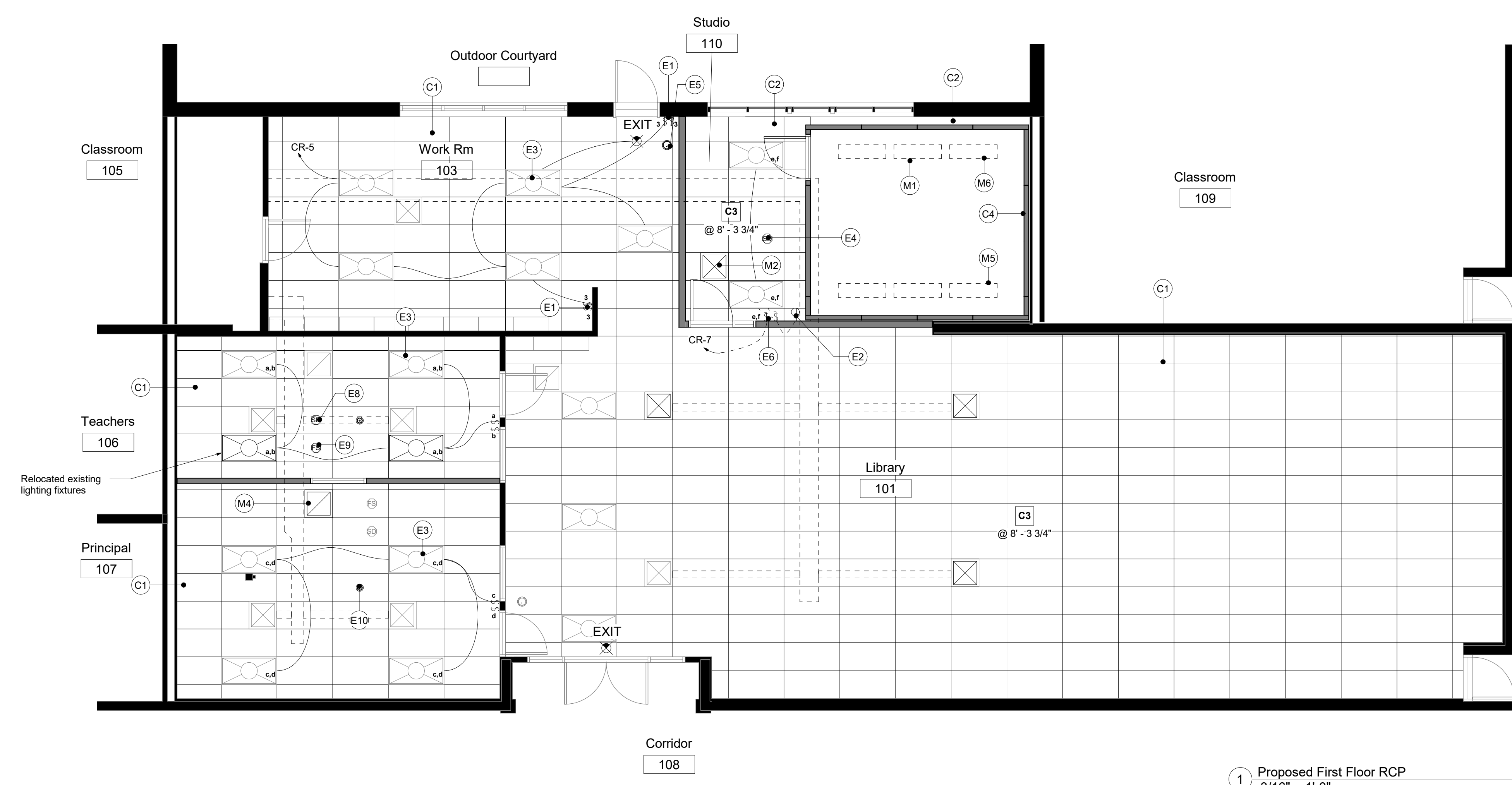
r4 Architects Architect
 226 Remington St. Unit #3
 Fort Collins, CO 80524
 Phone: (970) 224-0630
 Contact: Matt Rankin
 Email: matt@r4architects.com

TBD General Contractor



2 01 - Existing/Demo First Floor RCP
 3/16" = 1'-0"

Keynote Legend	
Key Value	Keynote Text
C1	Existing ceiling to remain. modify track & tile as necessary for construction of new demising walls. Replace tiles as necessary with new tile to match existing adjacent. Pull from PSD stock on hand or provide new.
C2	Existing ceiling to remain. Demo lights, diffusers, relocate security camera and smoke detector as shown. Remove ceiling tiles above sound booth and track as necessary for installation and adequate clearance to exhaust and supply boots on ceiling of booth as provided by manuf.
C4	Platinum Series, 14'x16' VocalBooth modular, demountable sound recording booth. Owner furnished, Contractor installed (OFCI). Coordinate delivery with Client. Refer to manuf. installation and construction literature including video available from Client.
D5	Existing ceiling to remain. Demo ceiling tiles/track as necessary to accommodate sound booth supply/exhaust boots provided by vendor at ceiling of sound booth.
E1	New 3-way switch (1 ea. dual lamping) to existing fixtures.
E2	Provide a duplex receptacle near the top of the sound booth to power the sound booth lighting. Field coordinate the exact requirements and location with the sound booth vendor prior to any rough-in.
E3	Existing lighting to remain.
E4	Relocated smoke detector
E5	Relocated security camera
E6	Relocated lighting switches (dual lamped existing fixtures). Connect to CR-7 Circuit
E8	New Smoke Detector, coordinate with existing system. Provide deferred submittal by sub-contractor as required.
E9	New Fire Alarm strobe, coordinate with existing system. Provide deferred submittal by sub-contractor as required.
E10	New announcement speaker. Coordinate with existing system.
M1	Provide three (3), 6" round spin-in fittings with manual volume damper at main 20x14 trunk line in library ceiling. Connect to supply outlets provided with sound booth. Balance ea. to 43 CFM.
M2	Relocated supply diffuser. Rebalance relocated supply diffuser to 100 CFM
M4	New return air diffuser to plenum. Match existing.
M5	Exhaust boots provided with sound booth by manuf. Remove ceiling tile/track above for clearance. Exhaust into plenum
M6	Supply boots provided with sound booth by manuf., 3 total. Remove ceiling tile track above for clearance.



1 Proposed First Floor RCP
 3/16" = 1'-0"

Polaris Expeditionary Learning School

Sound Booth and AV Rm Addition

Project No.: 2019-49 Drawn by: SA
 Reviewed by: Checker

Existing, Demo and New Reflected Ceiling Plans

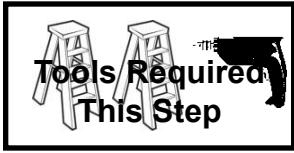
Scale Accordingly if Reduced

Drawing Number

A4.1

Exhibit C

ASSEMBLY INSTRUCTIONS



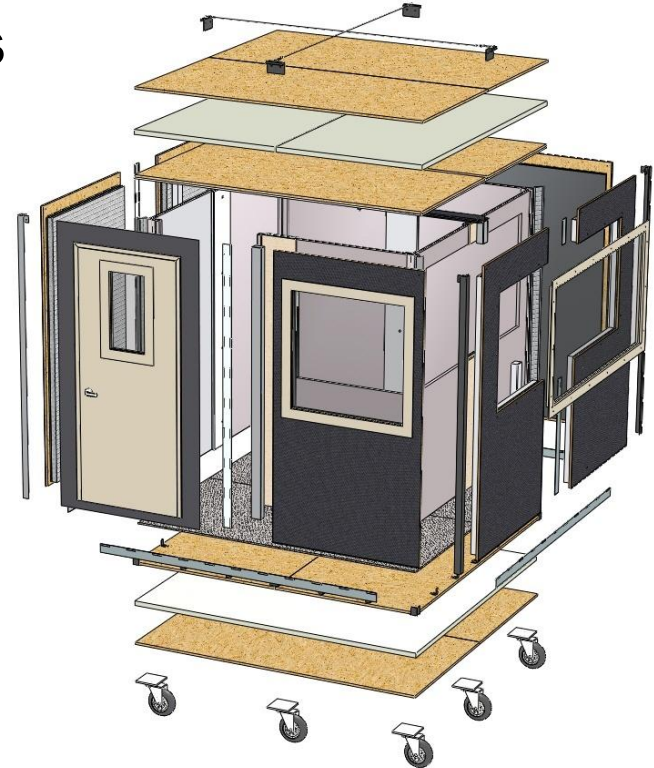
VOCALBOOTH.com™

HEAR THE DIFFERENCE



ASSEMBLY INSTRUCTIONS

Platinum Series



Warning This warning symbol means danger. You are in a situation that could cause bodily injury.



Caution This caution symbol means *reader be careful*. In this situation, the user might do something that could result in equipment damage.



Note This note symbol means reader take note. Notes contain helpful suggestions or references to material not covered in the document.

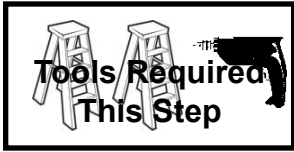


Wear safety glasses and appropriate footwear during assembly. A minimum 2 persons are required for assembly and 3 are recommended.



Read all instructions before beginning assembly.

**Step
Number**



VOCALBOOTH.com™

HEAR THE DIFFERENCE



WASHER HEAD
SCREWS



MACHINE
SCREWS

✎ Tips for Successful Installation

A power drill with a Phillips head screw driver is recommended.

Decide where you would like the DOOR, WINDOW and VENTILATION PANELS located.

It is best to install the PANEL *next* to the DOOR PANEL *last*.

If a portion or corner of the exterior of the SOUND ROOM will be inaccessible use the **Corner Assembly Option** technique described in Step 5.

Run in cables from inaccessible wall outlets **as** you assemble.

11 inches of clearance is needed between VENTILATION PANELS and room obstructions.

It may be necessary to pre-attach VENT BOXES.



Always have PANELS held by person until connected with fasteners.



Do not force screws into panel holes, it may push hidden T-NUTS out of position. If this happens a slight tap on the fabric side where the T-NUTS rest will usually reset it.

CEILING PANELS may fit tightly, use a large flat screwdriver to pry into place.

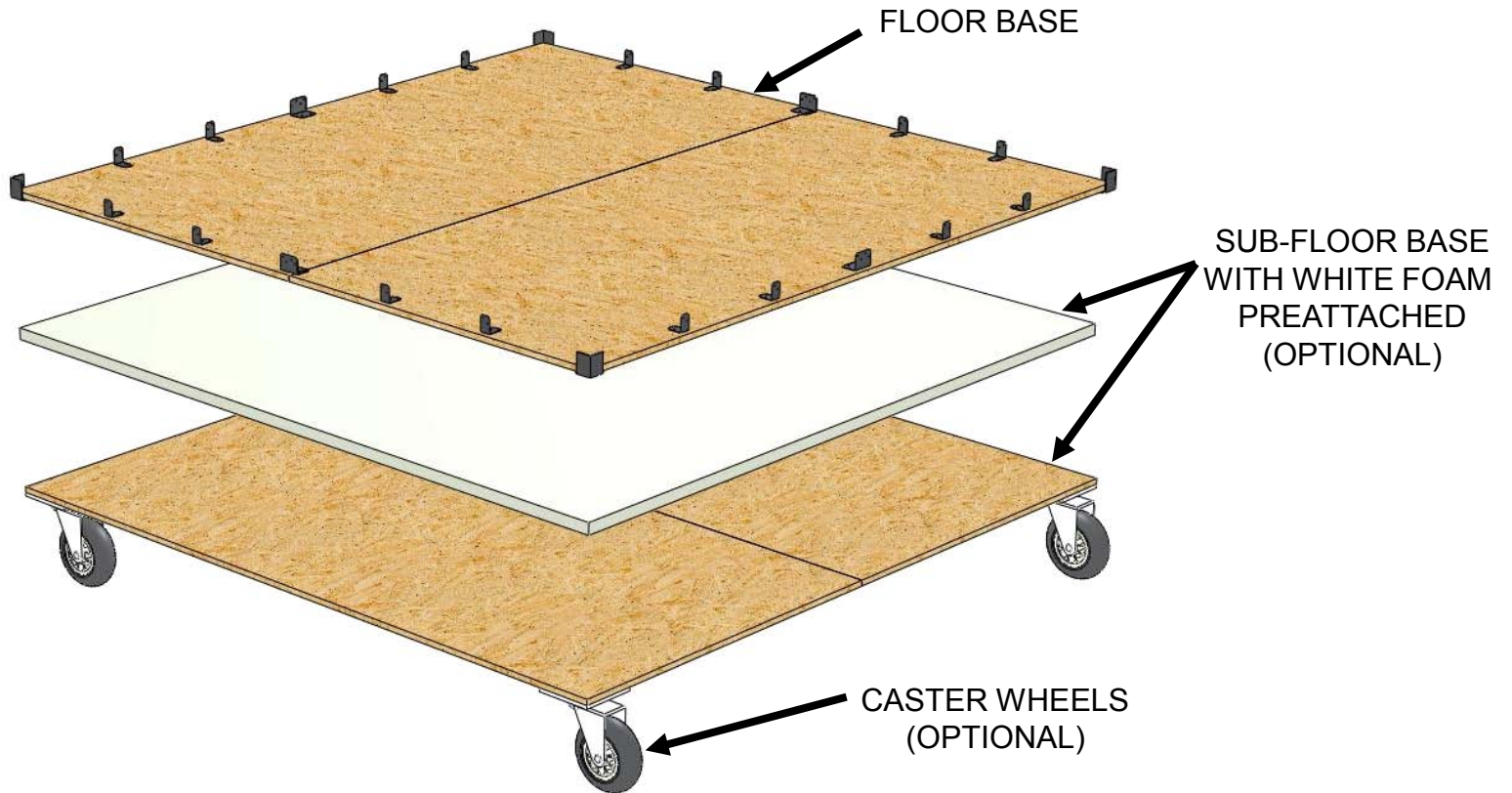
If door still closes with difficulty after following instructions give us a call.

i



VOCALBOOTH.com™

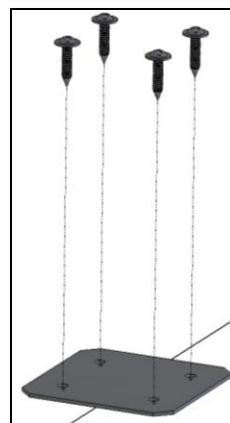
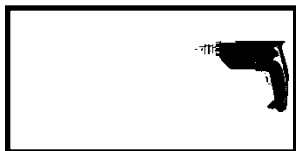
HEAR THE DIFFERENCE



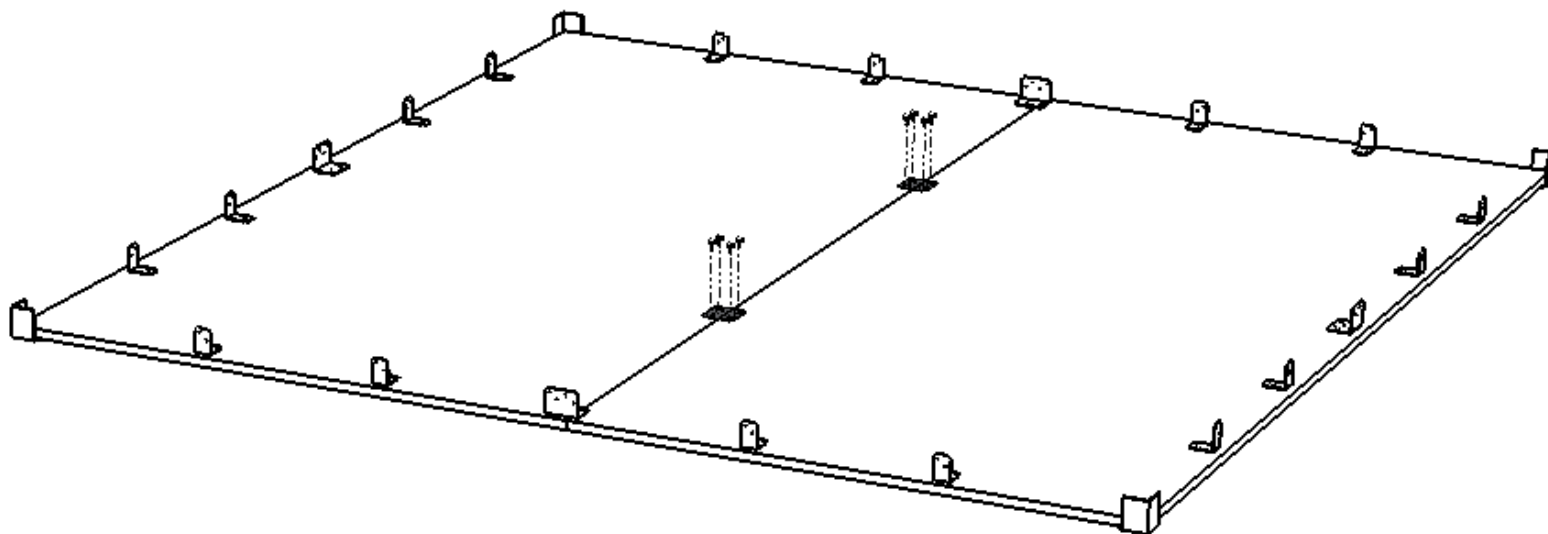
Lay the optional SUB-FLOOR BASE with WHITE PADDING up in the location chosen for the sound room and line up edges. 11 inches of clearance is needed on one side of the booth for the VENTILATION COMPONENTS. See step 18 for VENTILATION COMPONENTS details. Subbase seams do not mimic floor base seams, they cross each other.

If ordered, optional CASTER WHEELS will be pre-attached to subfloor base.

1



2X



Booth sizes smaller than 5'x5' have single floor and ceiling pieces and do not need this step.

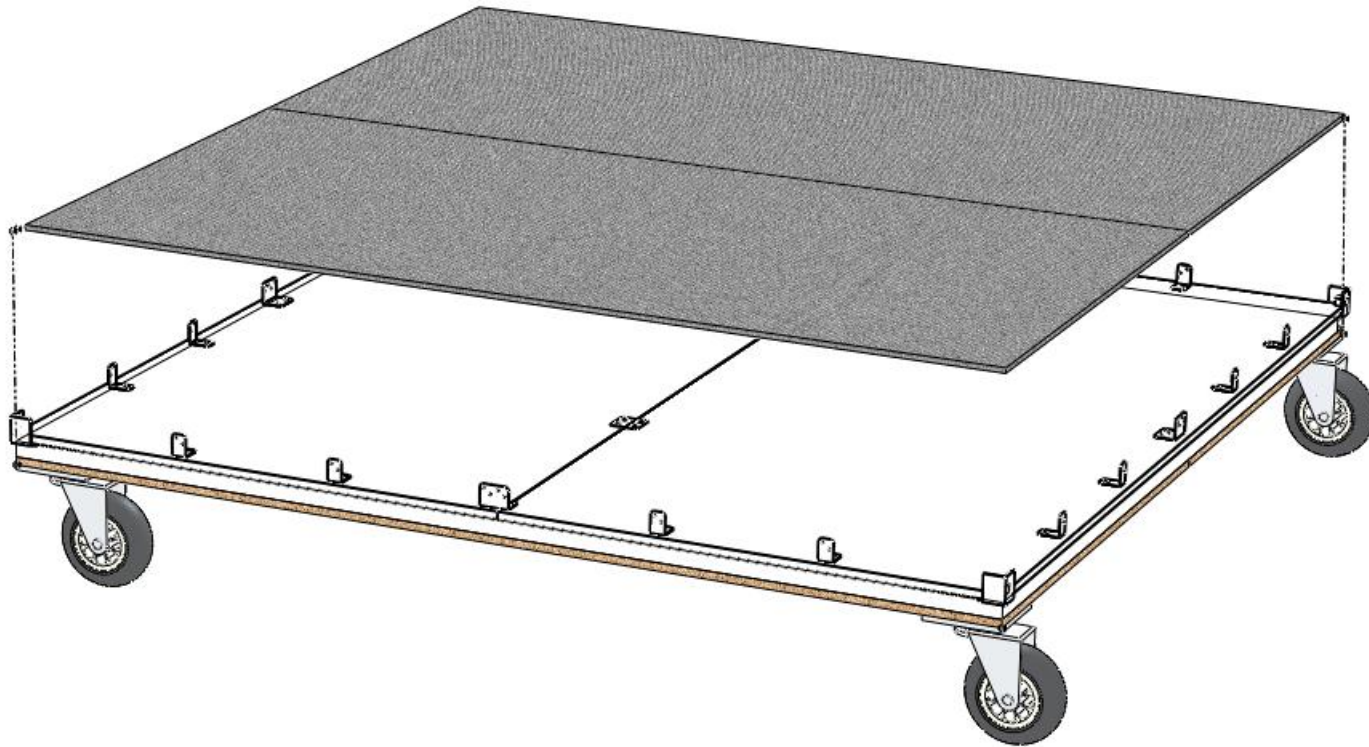
Drive 4 WASHER HEAD SCREWS through each TIE PLATE spanning the 2 or more FLOOR BASE pieces.

2



VOCALBOOTH.com™

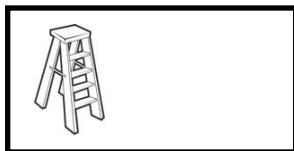
HEAR THE DIFFERENCE



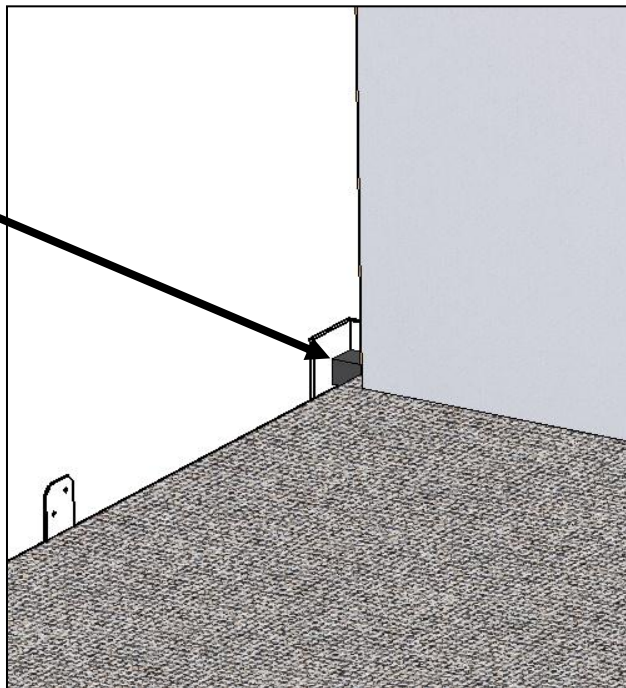
Lay the CARPETED FLOOR PIECE onto the FLOOR BASE.

Seams cross each other.

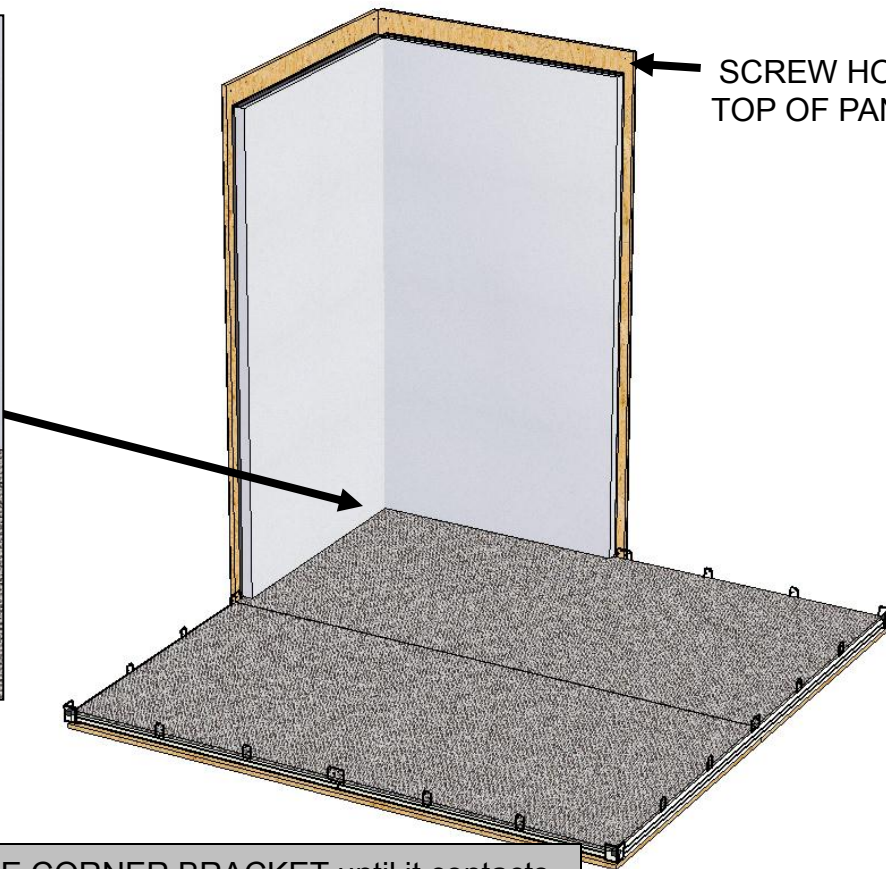
3



RUBBER SPACER



SCREW HOLE
TOP OF PANEL



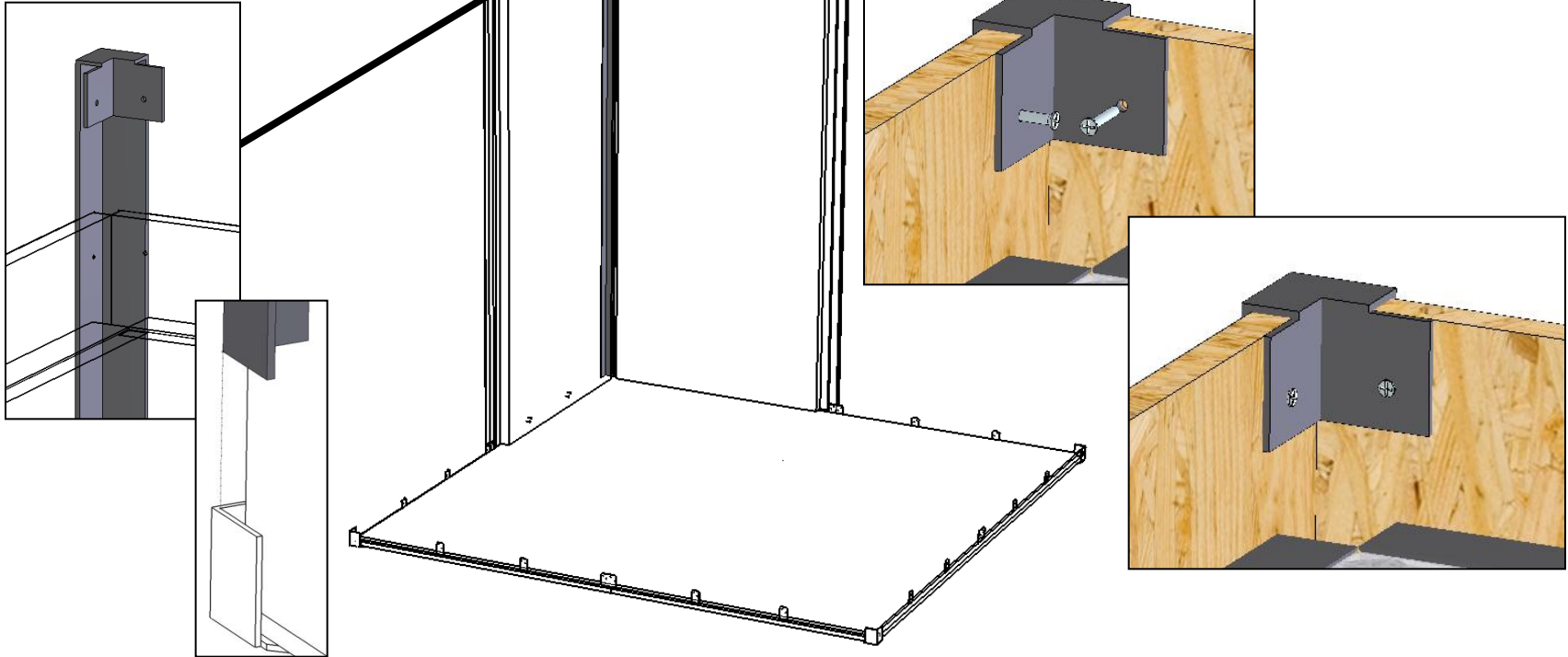
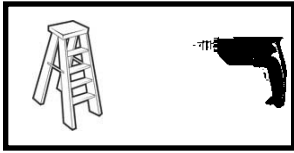
Tip the first PANEL up and slide towards FLOOR BASE CORNER BRACKET until it contacts RUBBER SPACER. (Screw holes located at the corners indicate the top of the PANEL)

Tip up the second PANEL and slide towards FLOOR BASE CORNER BRACKET until it too contacts the RUBBER SPACER.

Make sure someone holds PANELS until Step 5 is completed and the PANELS are secure.



4



From the inside hold the PANELS steady while your partner positions the CORNER ANGLE.

Simultaneously slide the top of the CORNER ANGLE onto both PANELS and guide the bottom of the CORNER ANGLE between PANELS and the bracket on the FLOOR BASE.

Install MACHINE SCREWS.



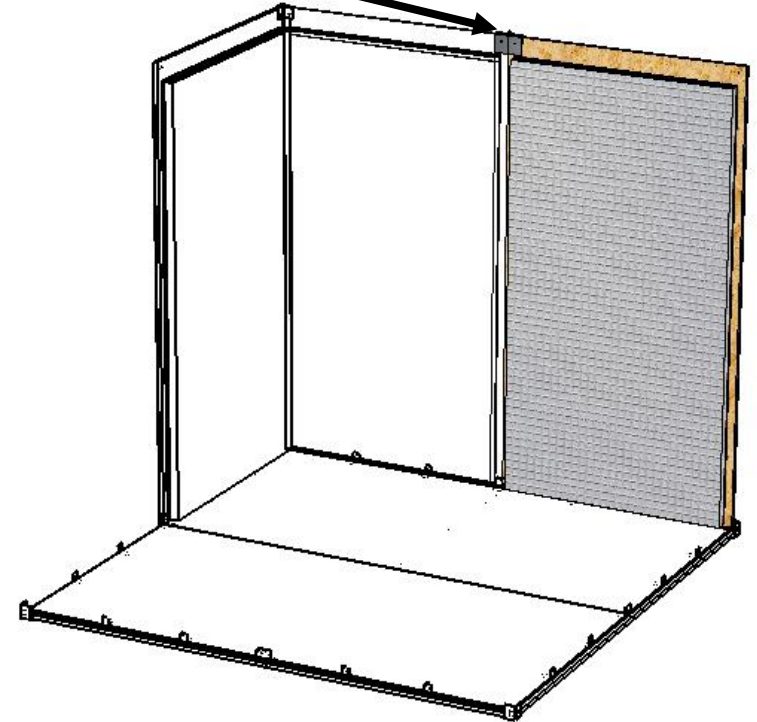
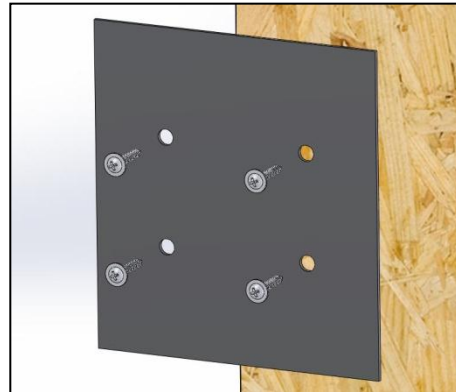
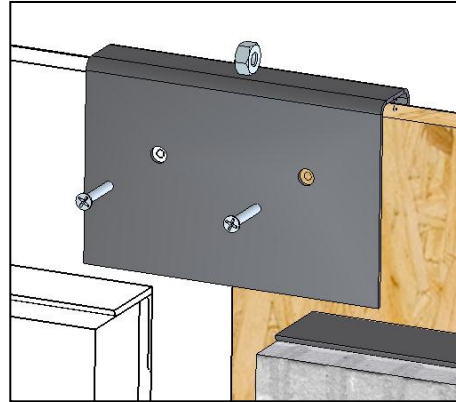
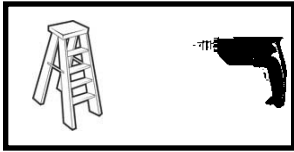
CORNER ASSEMBLY OPTION: Place one PANEL onto the FLOOR BASE then CORNER ANGLE. Secure with MACHINE SCREW. Slide second PANEL into place and secure with MACHINE SCREW.

5



VOCALBOOTH.com™

HEAR THE DIFFERENCE



Booth size 4'x4' skips this step.

Lift the next PANEL into position and push PANEL BRACKET into place.

Have partner hold PANEL from ladder until fasteners installed.

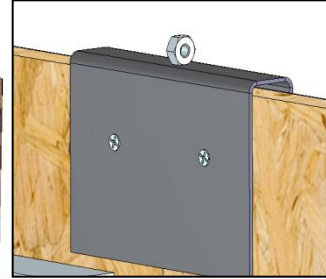
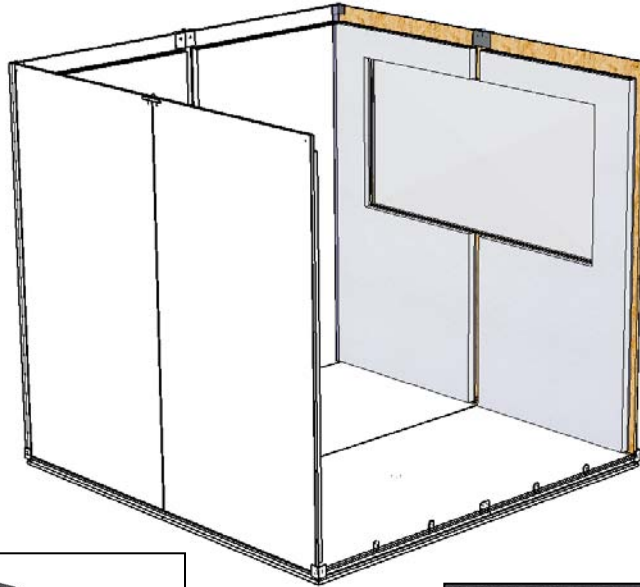
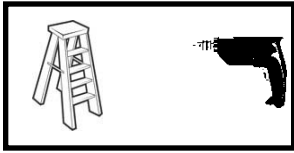
Pull or squeeze the adjoining PANELS together until holes line up.

Install MACHINE SCREWS.

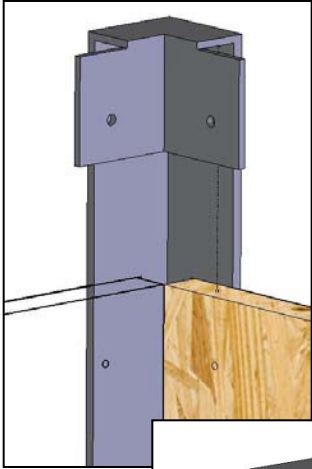
Use 3 Tie Plates with WASHER HEAD SCREWS to join side by side panels together.



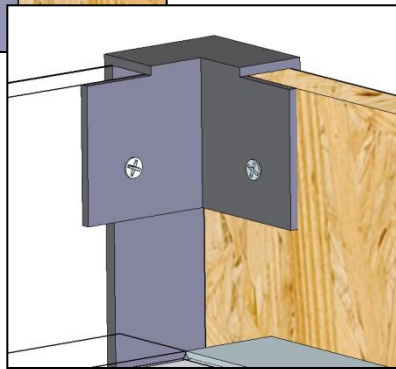
6



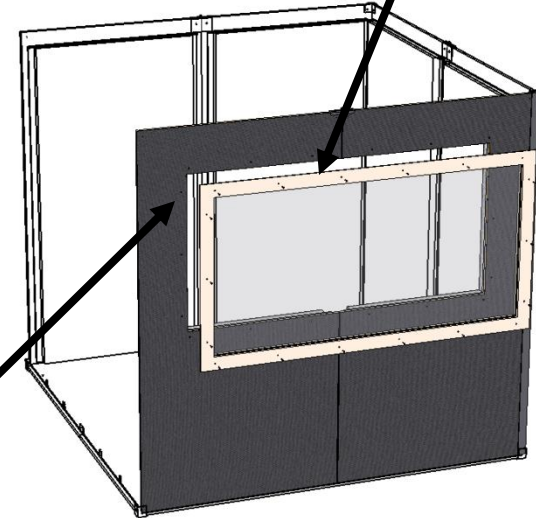
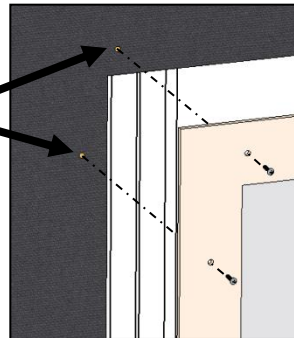
(WINDOW
OPTION)
PAN HEAD
SCREW



PRODUCERS WINDOW
(OPTION)



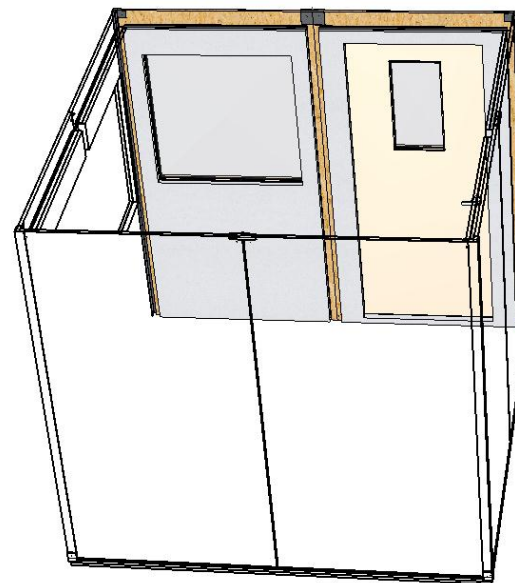
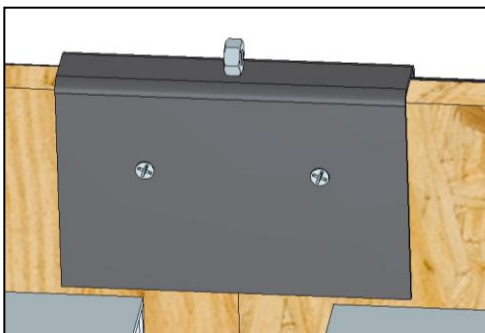
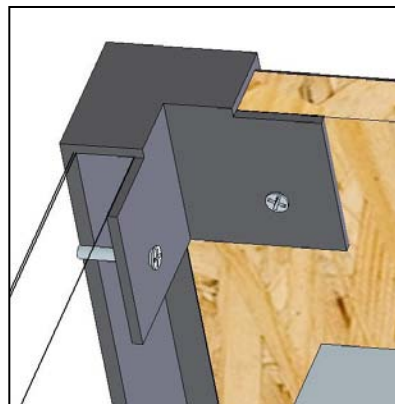
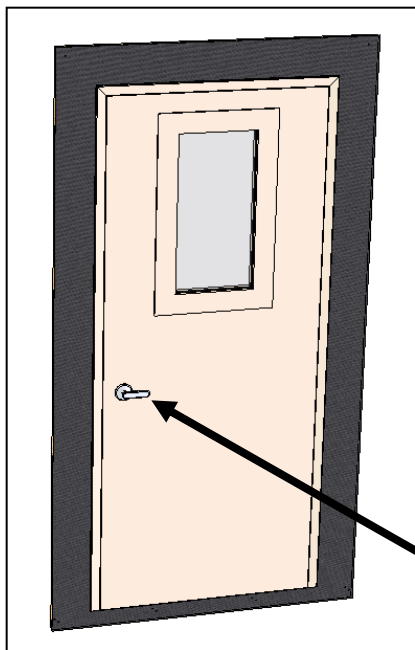
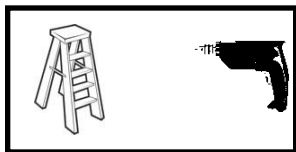
T-NUTS



Lift the next PANEL into position and push PANEL BRACKET into place. Have partner hold PANEL from ladder until fasteners installed. Pull or squeeze the adjoining PANELS together until holes line up. Install MACHINE SCREWS. Booths larger that 9'x9' utilize a TRUSS with PANEL BRACKETS attached at each end. See Step 13.

Install PRODUCERS WINDOW by lining up holes in WINDOW frame with T-NUTS embedded in panel. Install 10-20 X 1" PAN HEAD MACHINE SCREWS.

7

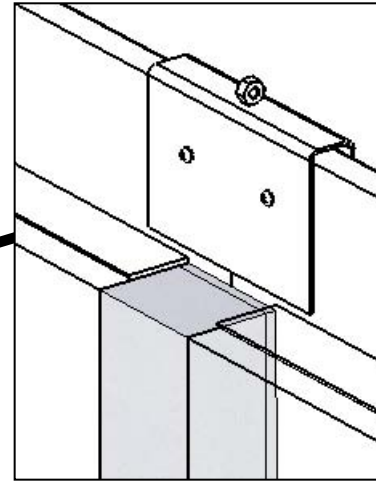
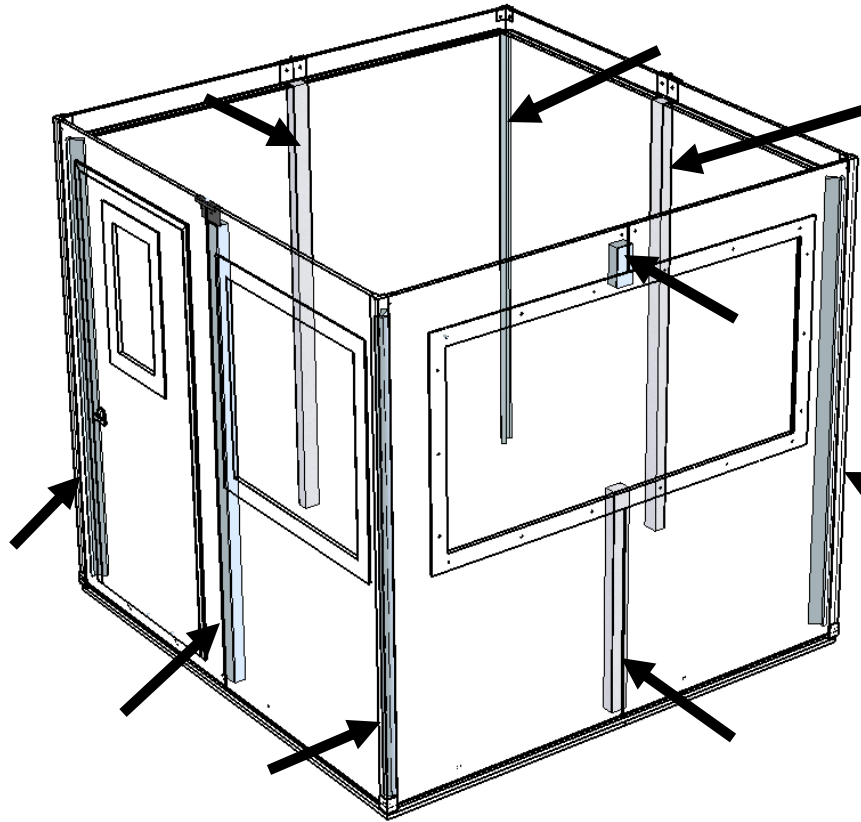
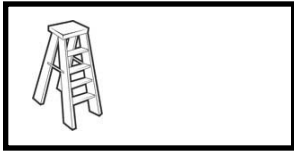


Install door HANDLE before placing door panel into position. Do not open door until fasteners are completely installed.

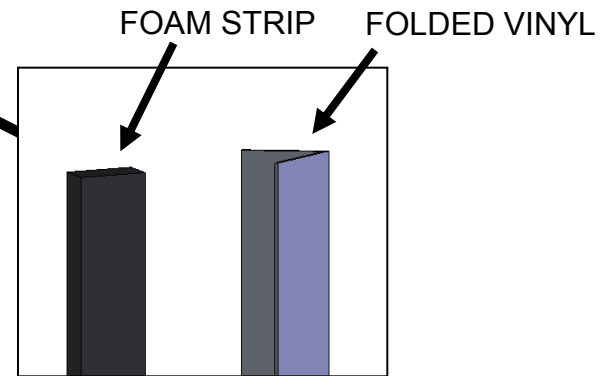
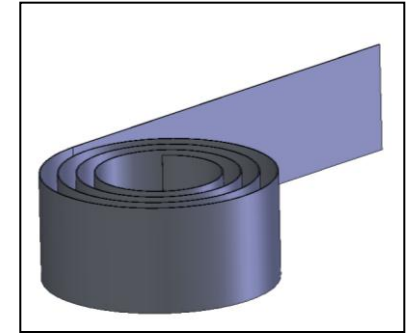
Lift the next PANEL into position and push PANEL BRACKET into place. Have partner hold PANEL from ladder until fasteners installed.

Pull or squeeze the adjoining PANELS together until holes line up. Install MACHINE SCREWS.

8



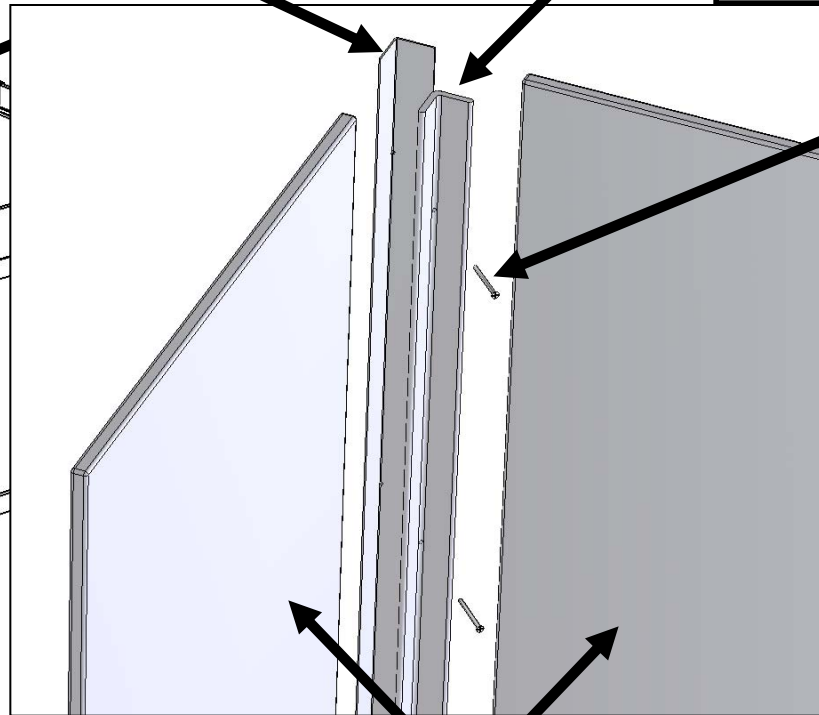
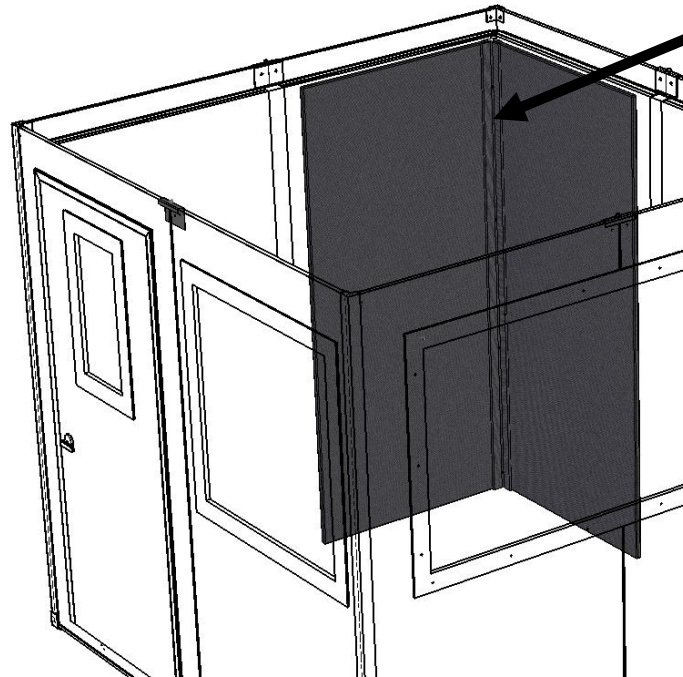
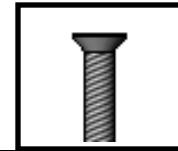
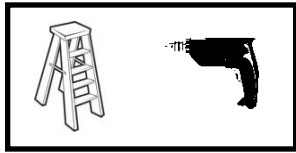
INTERIOR SEAM FILLER VINYL SHIPPED IN ROLLS



4X CORNER STRIP DETAIL

INTERIOR SEAM FILLERS are for rooms larger than 4x4: They are for the inside of your sound room. Long rectangular piece of acoustic foam adhered to fabric covered board. Insert into seam space using fingers to edge in foam on both sides.

CORNER STRIPS are assembled by unrolling vinyl material and folding like a taco. Insert VINYL into corner and fill with FOAM STRIP.



METAL ANGLE

FELT ANGLE

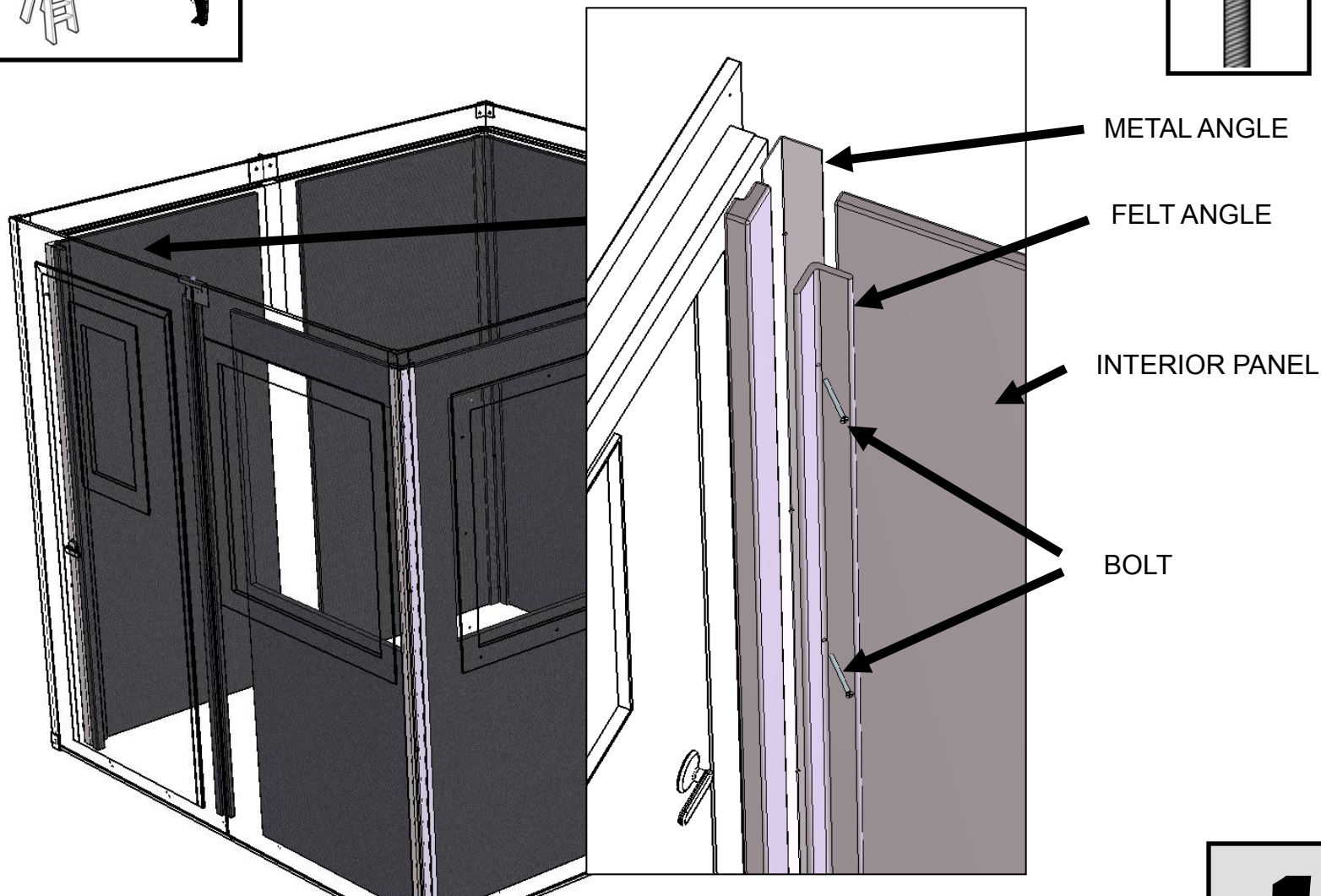
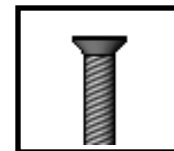
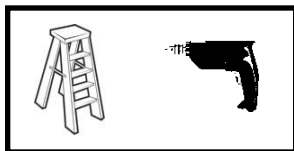
BOLT

INTERIOR PANEL

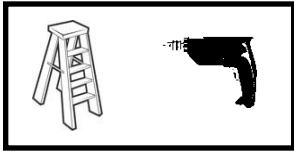
INTERIOR WALL SYSTEM installation: Take stock of INTERIOR PANELS and ensure to align cable and vent holes to corresponding EXTERIOR PANELS. Start at a corner and bring two interior panels together and secure between a METAL ANGLE and a FELT ANGLE. Tighten bolts only enough to hold corner together. Assemble all corners.

Ensure all INTERIOR PANELS are pushed firmly into corner or the connection may separate during final BOLT tightening.

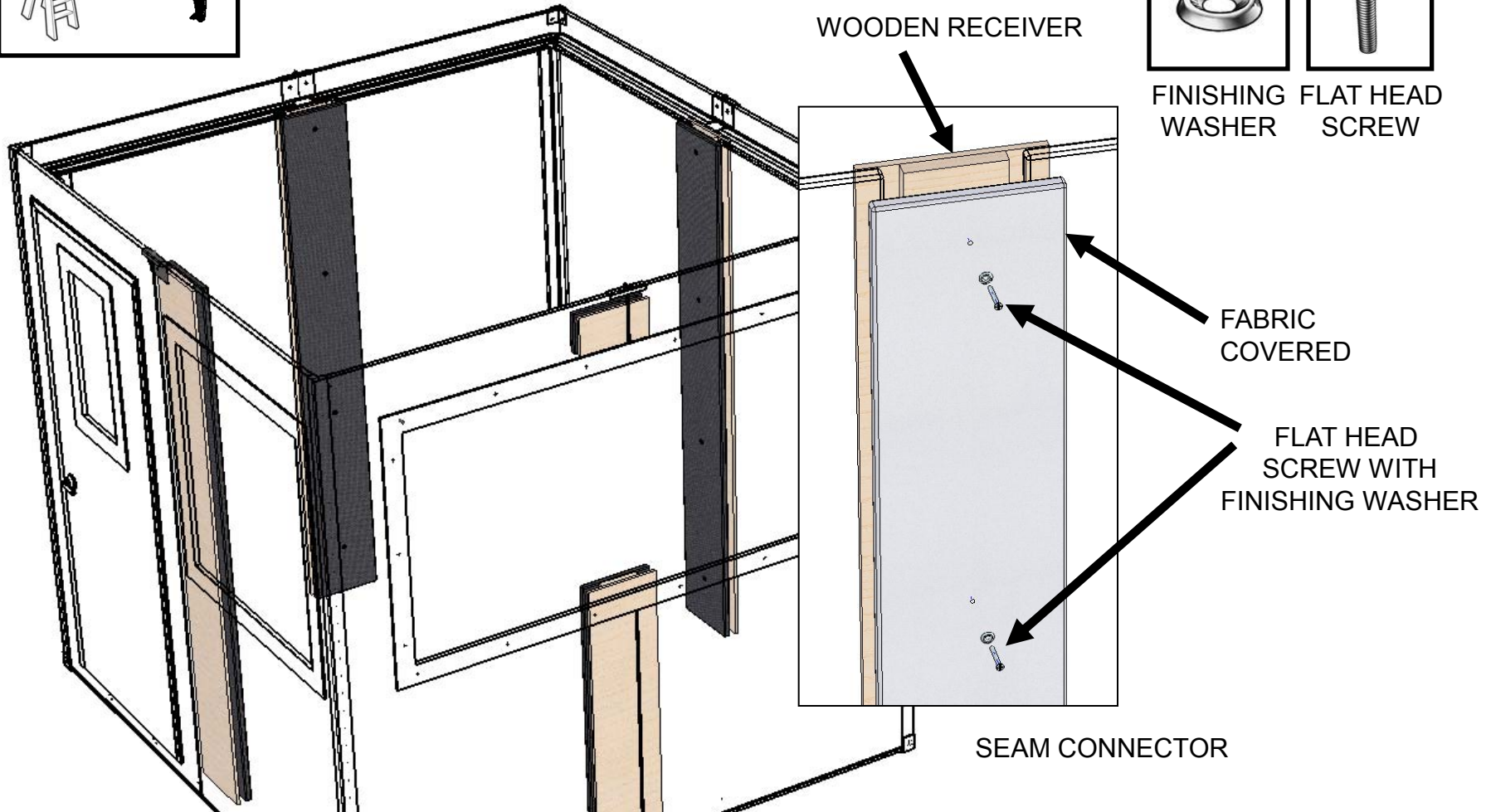
10



DOOR CORNER: Install METAL ANGLE, FELT ANGLE and BOLTS at door corner. Tighten bolts only enough to hold corner together



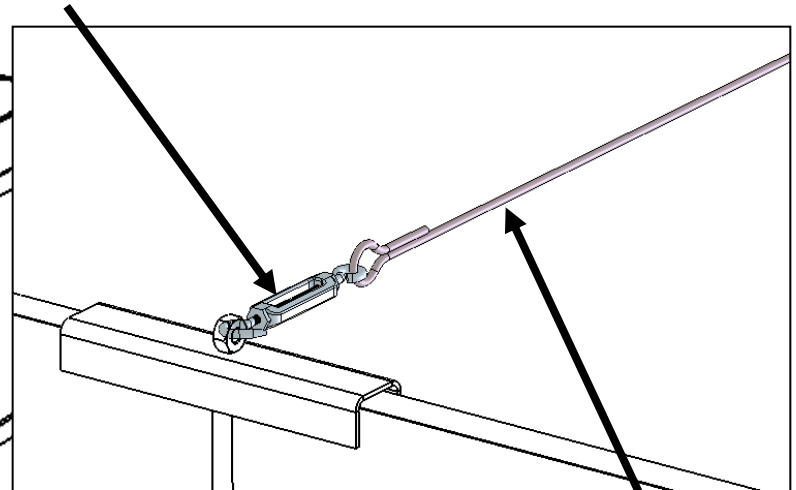
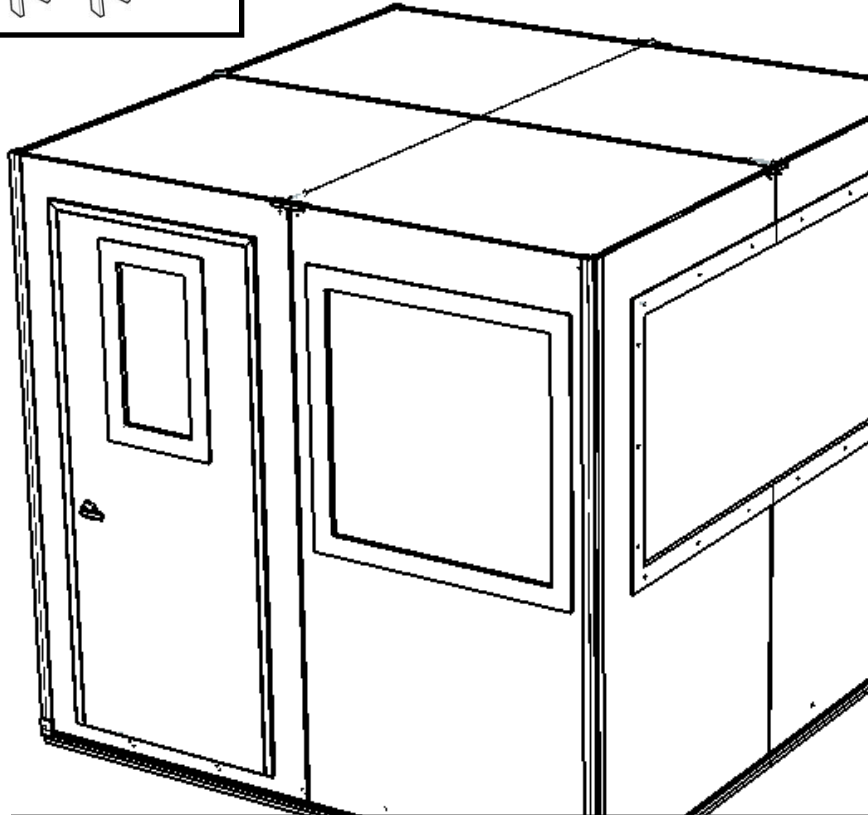
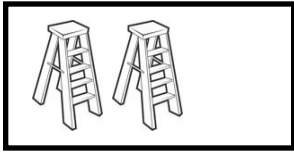
FINISHING WASHER FLAT HEAD SCREW



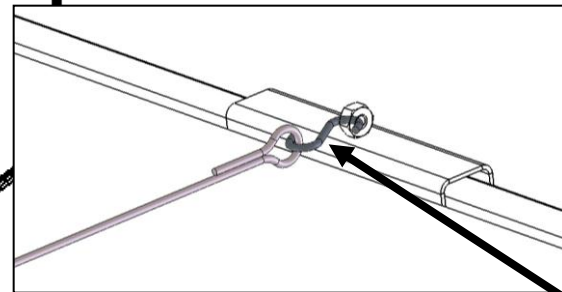
Place SEAM CONNECTORS by separating the two parts and placing the WOODEN RECEIVER part behind the INTERIOR PANELS and FABRIC COVERED in front. Line up the 1/4-20 x 2" FLAT HEAD SCREWS WITH FINISHING WASHERS with the holes and sandwich together with power drill. Once all SEAM CONNECTORS are in place, tighten all SCREWS. Do not over tighten.



TURNBUCKLE



CEILING CABLE

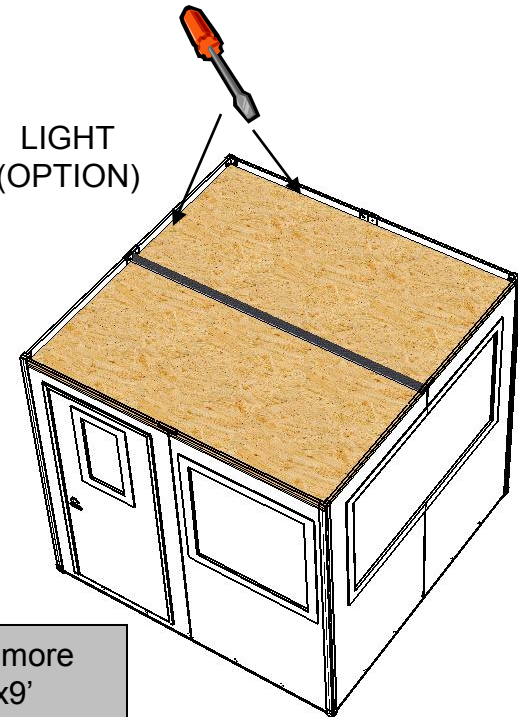
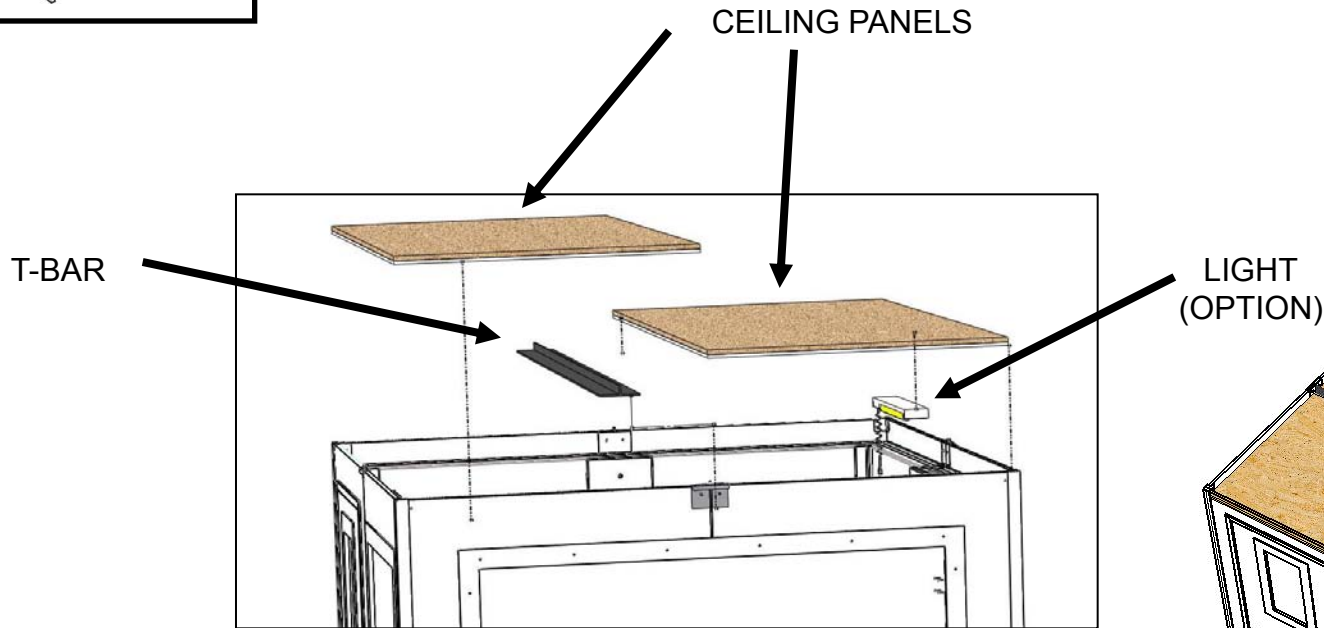
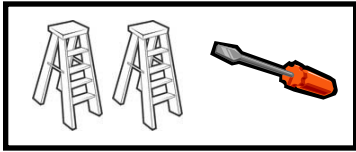


S-HOOK

Booth size 4'x4' skips this step.

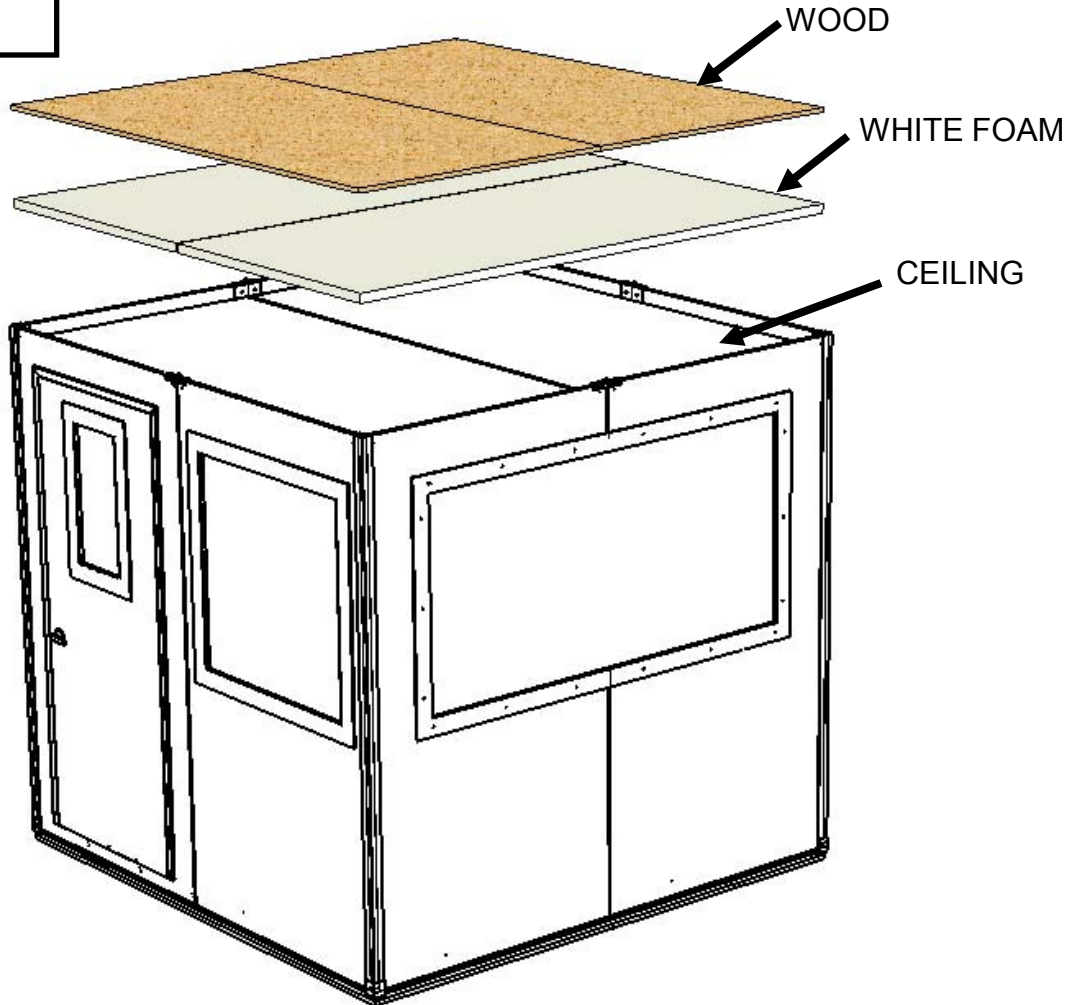
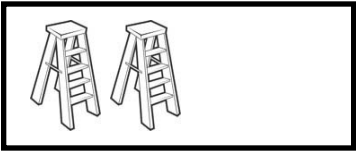
Install HOOKS into nuts on PANEL BRACKETS. Attach one end of the CEILING CABLE to PANEL BRACKET with a S-HOOK. Attach the other end of CEILING CABLE with the TURNBUCKLE to the opposite PANEL BRACKET and EYELET. Install TURNBUCKLE on most accessible side of booth. Repeat process for the other opposing pair of PANELS. Loosen or remove cables as needed when installing ceiling panels then retighten after ceiling installation. Hand tighten and use equal tension on all cables.





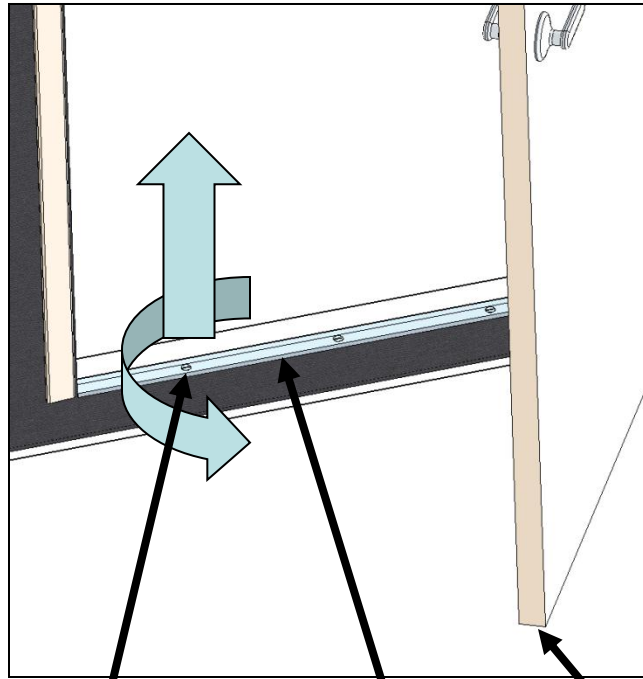
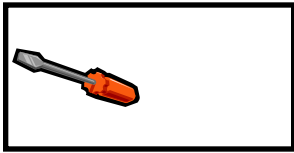
Lay in a CEILING PANEL with carpet side placed down. Booths 5'x 5' and larger have more than one CEILING PANEL. Seams larger than 6' utilize a T-BAR. Booths larger than 9'x9' utilize a TRUSS with PANEL BRACKETS attached at each end. Insert T-BAR flange under ceiling panel. Place second CEILING PANEL. Note: CEILING PANELS may be a tight fit. Use large flat screwdriver to pry into place.

INTERIOR LIGHTS have Velcro attached. Adhere to ceiling and run cord out cable port or ceiling seam or plug into multi outlet strip provided by you and brought into interior booth through cable port (see step 19).



Lay WHITE FOAM on CEILING and place additional layer of WOOD on top of the WHITE FOAM.

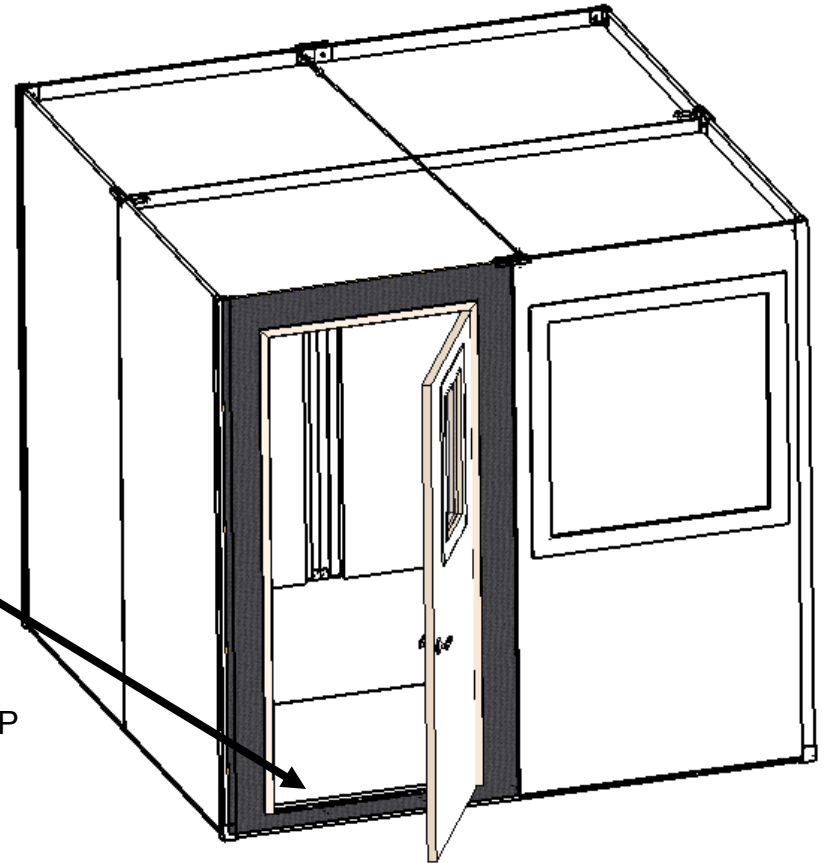
Wood seams do not mimic white foam seams, they cross each other.



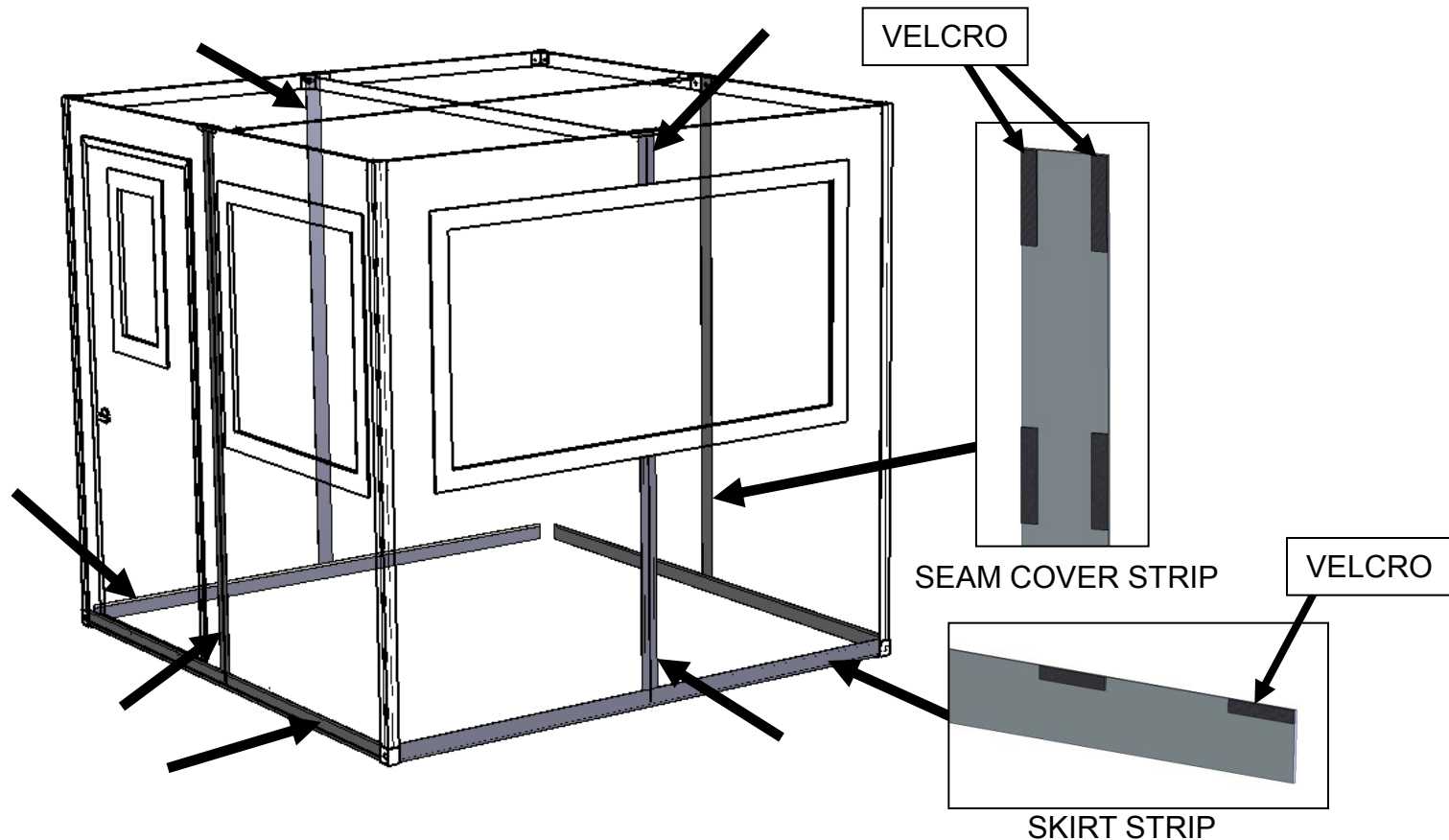
3X THRESHOLD
ADJUSTMENT SCREWS

THRESHOLD

DOOR SWEEP

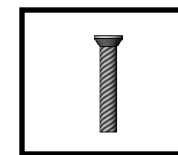
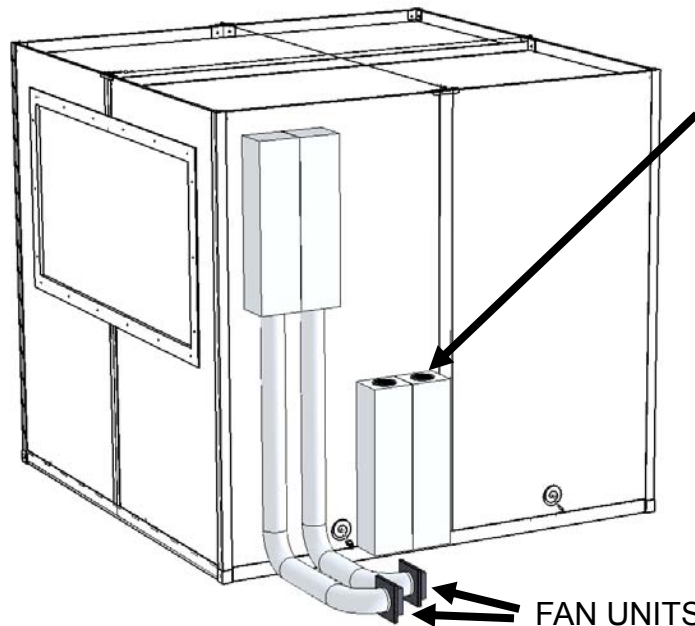
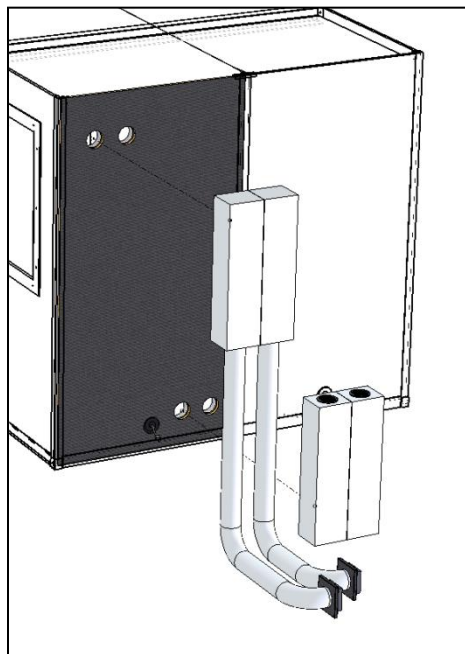


To adjust the gap between the door THRESHOLD and the rubber DOOR SWEEP, turn the SCREWS in the THRESHOLD counter clockwise to raise THRESHOLD to meet the rubber DOOR SWEEP. Turn each screw one rotation at a time to raise the threshold evenly. If the door closes with difficulty, please give us a call for possible solutions.



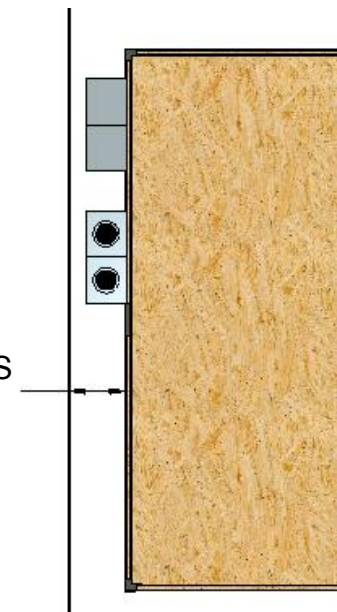
EXTERIOR WALL SEAM COVER STRIPS for rooms larger than 4x4: They are for the outside of your sound room. Hold the seam strip to the outside of booth. Line up contour and press VELCRO strip pushing firmly to maintain a straight appearance. Be sure to cover seam completely. If seam strip is too long, shorten by scoring plastic with a utility knife and break.

EXTERIOR SKIRT STRIPS: Thin strips of gray plastic that adhere to the exterior bottom edge of sound room with Velcro. Skirt strips are characterized by having only one edge of VELCRO.



INTAKE GRILL

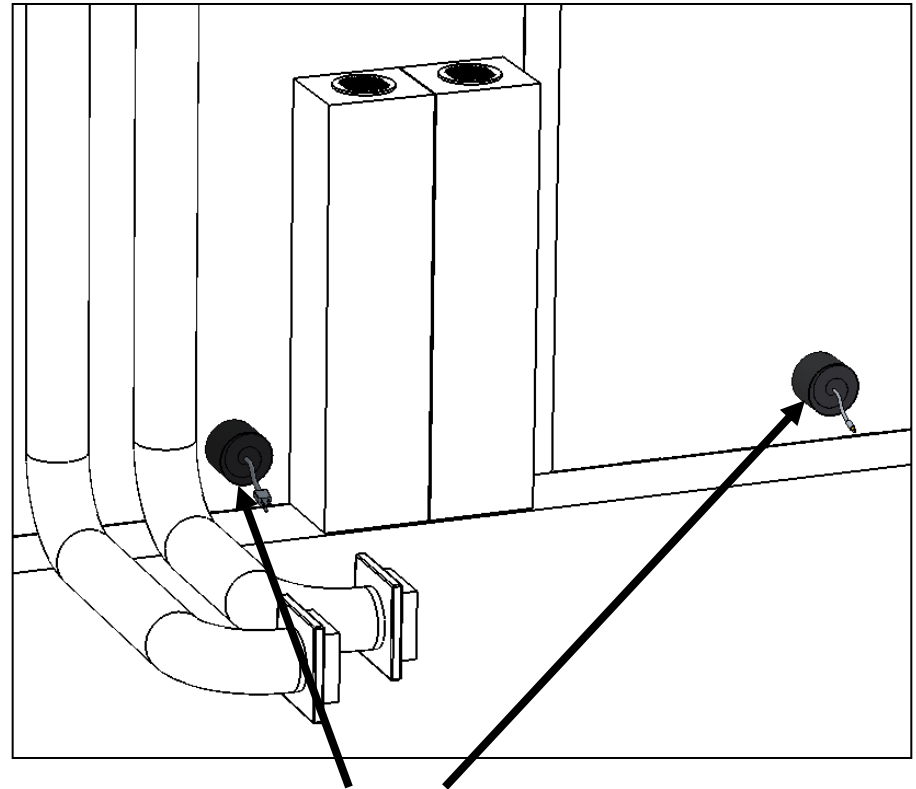
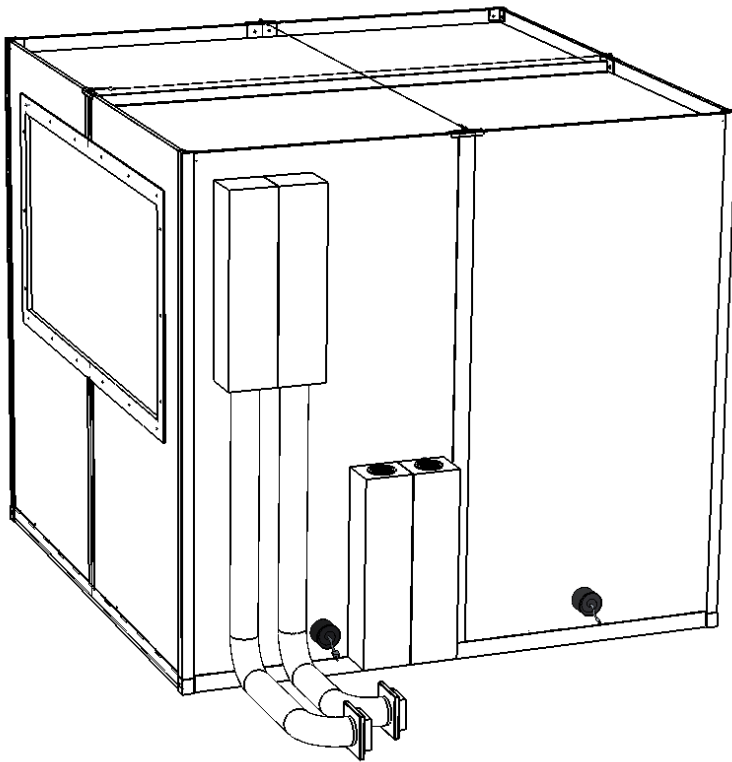
11 INCHES
(279 mm)



FAN UNITS

Top view

Ventilation is either on the roof or attached to a wall panel. You will have two VENTILATION BOXES and a FAN UNIT or upgraded VENT SILENCER BOX. Vocal booths larger than 5'x5' have more than one set of VENT BOXES and FAN UNIT. Fit VENT BOXES into the slots on the VENTILATION PANEL. The VENT BOX with the metal tube is located in the upper vent slot and the VENT BOX with the grill is located in the lower slot. The attached VELCRO will hold the VENT BOXES securely in place. The FAN UNITS rest on the floor. Connect the VENT BOXES on the panel to the FAN UNITS floor using the duct hose and plastic cable ties. Attach VENT GRILLS inside the booth with SCREWS provided. 11 inches of clearance is needed between VENTILATION PANELS and room obstructions.



FOAM SEAL AROUND YOUR CABLES

Remove the FOAM from the cable tube. Push any cables or strip plugs you might want through the cable tube. Re-seal with FOAM. Use separate cable ports for microphones and headphones than the one used for power cords to reduce interference on your recordings.

19

Exhibit D

POUDRE FIRE AUTHORITY PERMIT



Poudre Fire Authority

102 Remington Street

Fort Collins, Co 80524

Phone 970-416-2891 Fax 970-221-6635

Construction Permit and Inspection Record

Occupant Name:	Polaris Expeditionary Learning School	Job Number:	200131004
Address:	1905 Orchard Place Fort Collins, CO 80521	Permit Number:	200131004-P01
Suite:		Permit Issued On:	1/31/2020
Contractor:	Poudre School District Grey Gustafson	Permit Expires On:	1/31/2021
Project Cost:	\$75,000.00		
Inspections Required:	Tenant Finish Final (Building and Systems)		
Job Description:	P-0029456 - Install a prefab sound booth and add a couple walls for an A/V studio. WAITING FOR PAYMENT		

Permit: Tenant Finish

Please request inspections online at <https://bit.ly/2QgPOGe> a **minimum of 2 business days** in advance of the requested date. For large or complex projects please schedule a **minimum of 2 weeks** in advance so appropriate final inspection staffing can be coordinated. The General Contractor is responsible for ensuring that all required sub-contractors are present at final inspection. This would include all system contractors. Preferably the installing technician should represent the contractor.

This permit contains general benchmarks and comments that shall be addressed in addition to all requirements of the International Fire Code, referenced standards, amendments and other supporting documents referred to in these benchmarks. These benchmarks and comments are not all inclusive. It is the responsibility of the party who possesses this permit to maintain compliance with all associated codes, standards, requirements herein and project documents. Final inspections are required and any work found to be non-compliant must be addressed prior to final approval by the Poudre Fire Authority.

Permit Benchmarks

General Requirements	Date Rejected	Insp.	Date Accepted	Insp.
Both new rooms shall be properly identified by number and/or use.				

Fire Protection Systems	Date Rejected	Insp.	Date Accepted	Insp.
Proper coverage of the existing fire alarm system shall be maintained in accordance with the original installation standards for that system. The AV Studio/Computer rooms shall have proper notification appliances. The Sound Booth shall have a Strobe installed. These alterations shall require a separate submittal to PFA by the installing contractor. The Fire Alarm Graphic Map shall be updated to reflect the new floor plan.				

<ul style="list-style-type: none"> No work shall begin on the system until a PFA Systems Permit has been issued. Copies of Records of Completion for all fire protection systems must be provided to Poudre Fire Authority by the installer at final inspection. 				
<p>Fire extinguishers shall be added or existing locations adjusted to comply with this benchmark. Fire extinguishers shall have a minimum rating of 2A:10B:C and comply with Chapter 9 of the International Fire Code (IFC) and NFPA 10. They shall be mounted, unobstructed/visible and have a signed and dated inspection tag. Maximum travel distance from any given point in the structure to a fire extinguisher shall be no greater than 75'.</p>				

Emergency Lighting Requirements	Date Rejected	Insp.	Date Accepted	Insp.
<p>The required means of egress, including the exit discharge, shall be illuminated at all times the space served is occupied. Ensure that both new rooms have adequate emergency lights.</p>				
<p>Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. A new exit sign shall be added at the entrance from the Library to the newly created hallway between the Work Room 103 and the Studio Room 110.</p>				
<p>In the event of power failure, the exits signs and the egress lighting shall have an emergency power source, which, for this building is the emergency generator.</p>				

Door Locking Devices	Date Rejected	Insp.	Date Accepted	Insp.
<p>Required egress doors shall be readily open-able from the egress side with a single motion and without the use of a key or special knowledge or effort.</p>				

Final Inspection Required	Date Rejected	Insp.	Date Accepted	Insp.

POST THIS PERMIT ON THE JOB SITE.