



POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BIDS

FLOORING ABATEMENT SERVICES

**BAUDER ELEMENTARY SCHOOL
LINCOLN MIDDLE SCHOOL**

IFB #20-715-004

BID SCHEDULE

IFB Posted to BidNet	February 6, 2020
Optional Pre-Bid Meeting	February 12, 2020 @ 3:00p.m. MST
Questions Due	February 14, 2020 @ 2:00 p.m. MST
IFB Closing Date	February 20, 2020 @ 2:00 p.m. MST

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**INVITATION FOR BIDS
FLOORING ABATEMENT SERVICES – BAUDER AND LINCOLN
IFB #20-715-004**

Poudre School District (the District) is requesting electronic sealed bids from professional and qualified Contractors to complete abatement (as specified), demolition and off-site disposal of the existing flooring and base at Bauder Elementary School and Lincoln Middle School auxiliary gym as provided in the scope of this IFB.

The District shall provide copies of this IFB to Contractors through the electronic solicitation platform www.bidnetdirect.com where registered Contractors are required to submit their electronic IFB response along with the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District's primary contact with respect to this IFB and the Contractor's response thereto. The District may provide copies of this IFB to other Contractors upon request, who are also requested to provide the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District's primary contact with respect to this IFB and their response thereto.

Contractors planning to submit bids are encouraged, but not required, to be represented at a pre-bid meeting on **Wednesday, February 12, 2020 at 3:00 p.m. (MST)**. Interested Contractors may bid on one or both projects. The pre-bid meeting will begin promptly at 3:00 p.m. (MST) at the front entrance of **Lincoln Middle School**, 1600 West Lancer Dr., Ft. Collins, CO 80521. The pre-bid meeting will then proceed to the following locations:

Bauder Elementary School – 2345 West Prospect Rd., Ft. Collins, CO 80526

Questions regarding this IFB must be in writing and may ONLY be directed to the District via the BidNet platform any time after the issuance of this IFB through and including **2:00 p.m. MST on Friday, February 14, 2020**. Questions received after the date/time and/or not submitted electronically through the BidNet platform may not be addressed.

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.

Each question submitted, as well as the District's response thereto, shall be provided in a questions and answers document/addendum via www.bidnetdirect.com

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

The District will only accept and consider electronically submitted bids from Contractors, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before **2:00 p.m. MST on Thursday, February 20, 2020**, at which time the submission portal will close and no further submissions be allowed or considered.

It is the sole responsibility of the Contractor to see that the bids are submitted through the BidNet portal by the submission deadline.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the School District.

Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the District is prohibited.

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

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

Sincerely,

Kelly Wooden
Senior Procurement Agent
kwooden@psdschools.org

**INVITATION FOR BIDS
FLOORING ABATEMENT SERVICES – BAUDER AND LINCOLN
IFB #20-715-004**

1.0 BACKGROUND

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

While more than 70% of the District's families choose to send their children to their neighborhood school, the district does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. The District has two (2) LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

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

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

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 2.2 These General Terms and Conditions apply to all offers made to Poudre School District (hereafter referred to as the District) by all prospective Bidders (herein after referred to as Contractor) on behalf of the 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 School District is exempt from City, County, State and Federal Sales/Excise Taxes. Tax Exempt Certificates will be issued upon request. The District's Tax-Exempt Number: 98-03335.
- 2.6 It shall be the sole responsibility of the Contractor to ensure their Bid is submitted through the BidNet portal by the opening date/time. Late responses will not be accepted.
- 2.7 There is no expressed or implied obligation for the District to reimburse Contractors for any expenses incurred in preparing Bids in response to this Bid solicitation.
- 2.8 Bids must meet or exceed specifications contained in the Bid document.
- 2.9 All chemicals, equipment and materials proposed and/or used by Contractor in satisfaction of the terms of this solicitation shall conform to the standards required by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). Material safety data sheets (MSDS) shall accompany each shipment, when applicable.
- 2.10 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.

- 2.11 The Contractor, by affixing his signature to this Bid, certifies that his Bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a Bid for the same items or with the District. The Contractor also certifies that his Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.12 Notwithstanding any other term or provision of this IFB, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District's obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 2.13 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this contract has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if the contract cannot be performed as a result of such action, the contract may be terminated.
- 2.14 Contractor shall provide any and all services covered by a District purchase order or Agreement, as an independent contractor of the District, and the persons performing such services shall not be considered employees of the District. Contractor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverage's and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, works' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to the solicitation.
- 2.15 Contractor certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this agreement, and will not enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this agreement. Contractor also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this agreement through Contractor's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).

- 2.16 Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

If Contractor obtains actual knowledge that a subcontractor providing services under this agreement knowingly employs or contracts with an illegal alien, Contractor shall notify the subcontractor and the District within three (3) days that Contractor has such actual knowledge and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. Contractor shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5).

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

- 2.17 Contractor 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.
- 2.18 Contractor agrees to furnish the services covered as a result of this solicitation in strict accordance with the District's specifications and at the price noted for each item.
- 2.19 Unless otherwise agreed in writing by the District, delivery of products shall be F.O.B. destination with all transportation and handling charges paid by the awarded Contractor. The District's acceptance of any offer is made in reliance on Contractor's promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Contractor fails to delivery as and when promised, the District may, without liability and in addition to its other rights and remedies at law or in equity, cancel the order by notice effective when received by Contractor as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Contractor with any loss incurred.

- 2.20 The Contractor shall indemnify and hold harmless the District, its elected officials, employees and agents against any and all claims, damages, loss, liability and court awards (including costs, expenses and attorney fees) incurred as a result of any act or omission by Contractor, its employees, agents, subcontractors or assignees arising out of or in connection with the Invitation for Bid. In the event any goods sold or delivered as a result of this Invitation for Bid are covered by any patent, copyright or trademark, or application therefor, Contractor shall indemnify and hold harmless the District, its elected officials, employees and agents from any and all claims, damages, loss, liability and court awards (including costs, expenses and attorney fees) incurred as a result of any claims, legal actions or judgments based on the actual or alleged manufacture, sales or use of such goods in violation, infringement or the like or rights under such patent, copyright or trademark, or applications therefor.
- 2.21 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.
- 2.22 The successful Contractor will agree to not refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
- 2.23 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.
- 2.24 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.
- 2.25 Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions outlined in this Bid Solicitation, the Special Conditions shall prevail.
- 2.26 The District shall issue a written Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such addenda will be distributed via the BidNet portal. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- 2.27 All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Contractor with their Bid. If the Contractor fails to supply any required information or documents, his Bid may be considered non-responsive and ineligible for award.

- 2.28 The accuracy of the Bid is the sole responsibility of the Contractor. No changes in the Bid shall be allowed after the submission deadline, except when the Contractor can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 2.29 The apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
- 2.30 The use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Contractors to the manufacturer, brand, make or catalog designation identification. It is the intention of the District only to establish a grade or quality and/or performance equivalence of the item desired and is not intended to rule out other brands or makes of equality. Where a product description is a manufacturer's name followed by "*or approved equal*," the Contractor may submit a proposed equivalent product by other manufacturers for review. The item on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on an item other than as specified, Contractor shall furnish complete data and identification with respect to the alternate item it proposes to furnish. Consideration will be given to bids submitted on alternate items to the extent that such action is deemed to serve the best interests of the District. The burden of proof as to the comparative quality and suitability of alternative products shall be on the Contractor. If the Contractor does not indicate that the item it proposes to furnish is other than specified, it will be construed to mean that the Contractor shall furnish the exact item described. The District evaluation committee shall be the sole judge as to the comparative quality and suitability of alternative products and its decision shall be final.
- 2.31 The District shall be the sole judge in determining "equals" in regard to quality, price and performance.
- 2.32 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.
- 2.33 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.
- 2.34 Payment for the goods and/or services furnished by the Contractor shall not constitute acceptance thereof. The District shall have the right to inspect such goods and the products of such services, and to reject any or all of which are in the District's judgment defective or nonconforming. In addition to the District's other rights, goods rejected, and goods supplied in excess of quantities specified in a purchase order, may be returned to the Contractor at the Contractor's expense. The District may charge Contractor all expenses of unpacking, examining, repacking and reshipping such goods. In the event the District receives goods whose defects or nonconformity is not apparent upon examination, the District may require replacement and/or payment of damages upon discovery of the defects or nonconformity. Nothing contained herein shall relieve, in any way, Contractor from the obligation of testing, inspection, and quality control.

- 2.35 The District may, at its sole and absolute discretion:
 - 2.35.1 Reject any and all or parts of any or all Bids submitted by prospective Contractors;
 - 2.35.2 Re-advertise this solicitation;
 - 2.35.3 Postpone or cancel the Bid process for this solicitation;
 - 2.35.4 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
 - 2.35.5 Determine the criteria and process whereby Bids are evaluated and awarded.
- 2.36 The District may terminate an agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Contractor no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Contractor shall be paid up to the date of termination for services performed under and in accordance with this agreement.
- 2.37 Information and materials submitted in response to this IFB may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Contractor believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Contractor believes they are confidential. The District, not Contractor, shall determine whether information and materials so identified will be withheld as confidential, but will inform Contractor in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

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 contract.

- 3.4 During the performance of this contract, the Contractor agrees to provide a “drug-free workplace.” For the purposes of this section, a “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to the contractor. The Contractor’s employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance during the performance of this Contract.
- 3.5 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 Contractor(s) shall furnish all labor, materials and equipment, necessary for satisfactory Contract performance.
- 4.2 Upon request, proof shall be available that the Contractor(s) possess(es) adequate and sufficient equipment and resources to perform quality service and to commence work once the contract has been fully executed.
- 4.3 Contractor(s) 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(s) shall remove all unusable materials and debris from the District premises. At completion, the Contractor(s) shall thoroughly clean up all areas where work has been involved as mutually agreed with the District’s Project Manager.
- 4.4 Contractor(s) 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(s).

- 4.5 All work shall be performed in full compliance with all applicable EPA, OSHA, DOT and State regulations.
- 4.6 Contractor(s) 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 Awarded Contractor(s) will be responsible for all the necessary licenses and any necessary permits.
- 4.8 Contractor(s) agree 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 contract 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 Contract, inspections, and payment requests must be approved by the District Project Manager.
- 4.10 Upon issuance of a purchase order, the Contractor(s) shall adhere to the specified start and completion timeline stated on the purchase order and/or executed agreement. Failure to complete project within the stated dates could result in termination of the contract by the District.
- 4.11 Contractor(s) shall visit the project site prior to commencement of work to verify working area project scope and potential safety issues.
- 4.12 Contractor(s) shall furnish all required personal safety equipment.
- 4.13 Contractor(s) 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 **General project requirements.** The following is included in the scope of both projects and shall be included in the lump pricing for each project:
 - 5.1.1 Work scheduling shall be coordinated between the District Project Manager and Contractor(s). All work will be performed in accordance with accepted standards for work of a similar nature.
 - 5.1.2 All non-stationary items (i.e. furniture, supplies) will be removed by the District before the Contractor(s) begin(s) work.

- 5.1.3 Selection of an Industrial Hygienist (IH) will be at the Contractor's discretion; there are no pre-qualified IH firms. The selected abatement firm must have proper certifications and all applicable licenses for the removal, containment, and disposal of asbestos containing materials.
- 5.1.4 Existing exterior doorways and windows require a hard barrier for security/weatherization if utilized for air filtration unit exhaust.
- 5.1.5 Low odor mastic remover is required.
- 5.1.6 Floor filler does not need to be removed if the mastic has been removed.
- 5.1.7 All existing cove bases shall be removed and discarded.
- 5.1.8 Inspection of the work shall not relieve the Contractor(s) of any obligation to fulfill the Contract 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 Contractor awardee.
- 5.1.9 Contractor(s) shall not use District sanitary facilities, trash receptacles, roll offs, supplies, tools, or equipment. The Contractor shall haul away any and all trash and debris to an off-site location.
- 5.1.10 Any measurements shown in diagrams are approximations. Contractors are responsible for obtaining exact measurements – 'Verify in Field' (V.I.F).
- 5.1.11 Upon request, Contractor(s) shall supply a list of employees working on this project.
- 5.1.12 Proof of materials cost shall be provided upon request.
- 5.1.13 After hours or weekend work may be necessary to complete the project (no additional cost to the District)
- 5.1.14 Services will be provided as established by Purchase Order. All work will be performed in accordance with accepted standards for work of a similar nature.
- 5.1.15 Removal and off-site disposal of any and all trash/debris by the Contractor 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.
- 5.1.16 Contractor shall be responsible for project design as required by the CDPHE.

5.2 **Bauder Elementary School.** The following is included in the scope of this project and shall be included in the lump sum bid pricing:

5.2.1 Abatement, demolition and disposal of existing flooring in the center open area, hall and pod 2 outside of rooms 19-26, classrooms 19, 20, 21, 24, 25, 26, 131

5.2.2 Asbestos flooring and mastic along with 2 layers of carpet will need to be removed from room 128,14,131,19,24, and center pod and hallway outside of rooms 19 and 24

5.2.3 Removal and off-site disposal of any and all trash/debris by the Contractor 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.

5.2.4 All materials, labor and disposal to complete abatement scope

5.2.5 Project schedule

5.2.5.1 Abatement and removal of the old floor shall be completed between: June 8, 2020 and June 19, 2020.

5.3 **Lincoln Middle School.** The following is included in the scope of this project and shall be included in the lump sum bid pricing:

5.3.1 Abatement, demolition, and disposal of existing Tartan flooring (trace amounts of mercury) in the Auxiliary gym, room 126

5.3.2 Removal and off-site disposal of any and all trash/debris by the Contractor 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.

5.3.3 All materials, labor and disposal to complete abatement scope

5.3.4 Project schedule

5.3.4.1 Abatement and removal of the old floor shall be completed between: June 8, 2020 and June 19, 2020.

6.0 EVALUATION AND AWARD OF CONTRACT

- 6.1 Responses to this IFB will be independently evaluated.
- 6.2 This IFB may be awarded to one (1) Contractor or multiple Contractors, meeting the specifications and deemed to be in the best interests of the District. Interested Contractors may bid on one or both projects. 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 and completion 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(s) will be required to enter into and sign a formal Contract with the District. The Contract language will control over any language contained within this IFB that conflicts with the signed and fully executed Contract. If the Contractor(s) has concerns with the language contained within the proposed Contract, 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(s) is responsible for notifying the District of the conflict.
- 6.5 Alternate Bids, approved equals and/or Bids based on group or total awards may be considered. The District reserves the right to make the final determination of actual equivalency or suitability of such Bids with respect to requirements.

7.0 PERFORMANCE AND PAYMENT BOND

- 7.1 Colorado State Statutes require a Performance Bond and a Payment Bond on public projects **more than \$50,000.00**. Contractor is required to post bonds, executed by a surety company authorized to do business in the State of Colorado, upon notification of Bid award. Performance and Payment bonds will each be equal to 100% of contract price and must remain in effect until completion of contract.
- 7.2 Both the Performance Bond and the Payment Bond shall be written on AIA A312 Performance Bond and AIA A312 Payment Bond Forms, as issued by The American Institute of Architects. Dates of bonds shall coincide with the date of the Contract between the District and Contractor. Substitute forms may not be used.

8.0 WARRANTIES

- 8.1 The Contractor warrants that all parts, material, components, equipment and other items used to perform the work shall be new and suitable for the purpose used and will be of good quality, free from faults and defects and all Work will be free of defects and in conformance with the Contract Documents. The Contractor also warrants that its workers will be sufficiently skilled to produce the highest quality of work, which is free from faults and defects. Work not so conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor further warrants that the construction processes and methods employed to perform the work shall be suitable for the results required.
- 8.2 The Contractor shall promptly repair, replace, or otherwise correct any of its workmanship and any parts, materials, components, equipment or other items in the work which contain faults or defects, whether such failures are observed by the District, Consultant, or Contractor before or after Final Completion. The Contractor shall bear all costs of correcting such work covered by the warranties.
- 8.3 The Contractor shall further warrant that all work shall be free of defects of material and workmanship for a period of **one (1) years 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(s) 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(s) shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attention: Risk Management
Email: risk@psdschools.org (preferred method of communication)
2407 Laporte Ave
Ft. Collins, CO 80521

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 9.0 shall not reduce the indemnification liability that Contractor has assumed in section 9.1.

Commercial General Liability

Minimum Limits

- | | |
|--|-------------|
| a. Each Occurrence Bodily Injury & Property Damage | \$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. Coverage must be written on an "occurrence" basis. | |
| f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured 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. | |

Contractor's Pollution Liability (Including Errors and Omissions)

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 Provider as described in the Scope of Services section of this Agreement.

Minimum Limits

- Per Loss
\$5,000,000
- Products/Completed Operations Aggregate
\$5,000,000
- The policy shall provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.
- 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 Provider's contracting activities for which the Provider is legally liable.
- The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

- f. 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 Provider" and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Contract.
- g. Provider warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.
- h. Completed Operations Coverage shall be kept in place for up to the statute of repose.

Pollution Legal Liability

Minimum Limits

- a. Per Loss
\$5,000,000
- b. Products/Completed Operations Aggregate
\$5,000,000
- c. 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 Provider and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Contract.
- d. On and off-site cleanup of known and unknown pre-existing conditions arising from the Provider's facility.
- e. On and off-site cleanup of new conditions arising from the Provider's facility.
- f. Third-party claims for on and off-site bodily injury and property damage.
- g. Claims resulting in bodily injury, property damage or cleanup costs associated with pollution condition from transported cargo if the scope of service in the contract requires the transportation of any hazardous materials.

Provider warrants that any retroactive date under the policy shall precede the effective date of this contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three years beginning at the time work under this contract is completed.

Pollution Legal Liability for Disposal Site Operator

If the Scope of Services in this Contract requires the disposal of any hazardous materials from the job site, Provider shall obtain (and submit to the district) a certificate of insurance for Pollution Legal Liability from the disposal site operator.

Minimum Limits

- a. Per Loss \$5,000,000
- b. Products/Completed Operations Aggregate \$5,000,000

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles (Only if Provider Operates Vehicles in Performing Any Services Under This Agreement)

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

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

Minimum Limits

- a. Bodily Injury/Property Damage (Each Accident)
\$5,000,000
- b. The Policy shall include a CA 9948 Endorsement (or its equivalent) and MCS-90 to provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.
- c. 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 Provider and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Contract.

Workers' Compensation and Employers' Liability*

Minimum Limits

- a. State of Colorado Statutory
- b. Employer's Liability \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1.

* This requirement shall not apply if Provider is exempt under the Colorado Workers' Compensation Act AND if Provider 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 – List three (3) references for which your company has completed similar services for projects of similar scope. Colorado K-12 public school references are preferred, if available.

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**

**FLOORING ABATEMENT SERVICES
BAUDER & LINCOLN
IFB #20-715-004**

The District will only accept and consider electronically submitted proposals from Contractors, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before Thursday, February 20, 2020 2:00 p.m. MST.

The undersigned hereby affirms that:

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

Company Name: _____

Signature of Agent: _____

Printed Name: _____

Title: _____

E-mail address: _____

Mailing address: _____

Phone Number: _____

Contact Person: _____
(If different from Agent – include e-mail address and phone number)

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

12.0 BID FORM

**FLOORING ABATEMENT SERVICES – BAUDER & LINCOLN
IFB #20-715-004
February 20, 2020 - 2:00 P.M. (MST)**

Provide the information requested. Poudre School District reserves the right to reject any or all Bids or any parts thereof. This IFB may be awarded to one (1) Contractor or multiple Contractors. Interested Contractors may bid on one or both projects. Contractor(s) agree(s) to furnish all labor and materials to complete the execution of the scope described in the Bid Documents and any relating Q&A/addenda.

BASE BID LUMP SUM – BAUDER ELEMENTARY SCHOOL ABATEMENT

_____ Dollars(\$ _____)

BASE BID LUMP SUM – LINCOLN MIDDLE SCHOOL ABATEMENT

_____ Dollars(\$ _____)

12.1 CONFIRMATION OF SCHEDULE

The undersigned Contractor agrees to achieve completion of the projects per the timelines identified below. There is no early incentive offered by the District.

Bauder Elementary School

Abatement and removal of the old floor completed between:
June 8, 2020 and June 19, 2020

Lincoln Middle School

Abatement and removal of the old floor completed between:
June 8, 2020 and June 19, 2020

Confirm the Q&A Document/Addenda have been received. The modifications to the Bid Documents noted in all Addenda issued have been considered and all costs are included in the above cost(s). It is the responsibility of the Contractor to confirm all project Addenda have been received and included in the submitted Bid (and alter the list below).

Q&A/Addendum # _____ Dated _____ Signature _____

Q&A/Addendum # _____ Dated _____ Signature _____

Company Name: _____

Authorized Agent's Name: _____

Authorized Agent's Signature: _____

Date: _____

EXHIBIT A

DIAGRAM BAUDER ELEMENTARY SCHOOL

Bauder Abatement Diagram

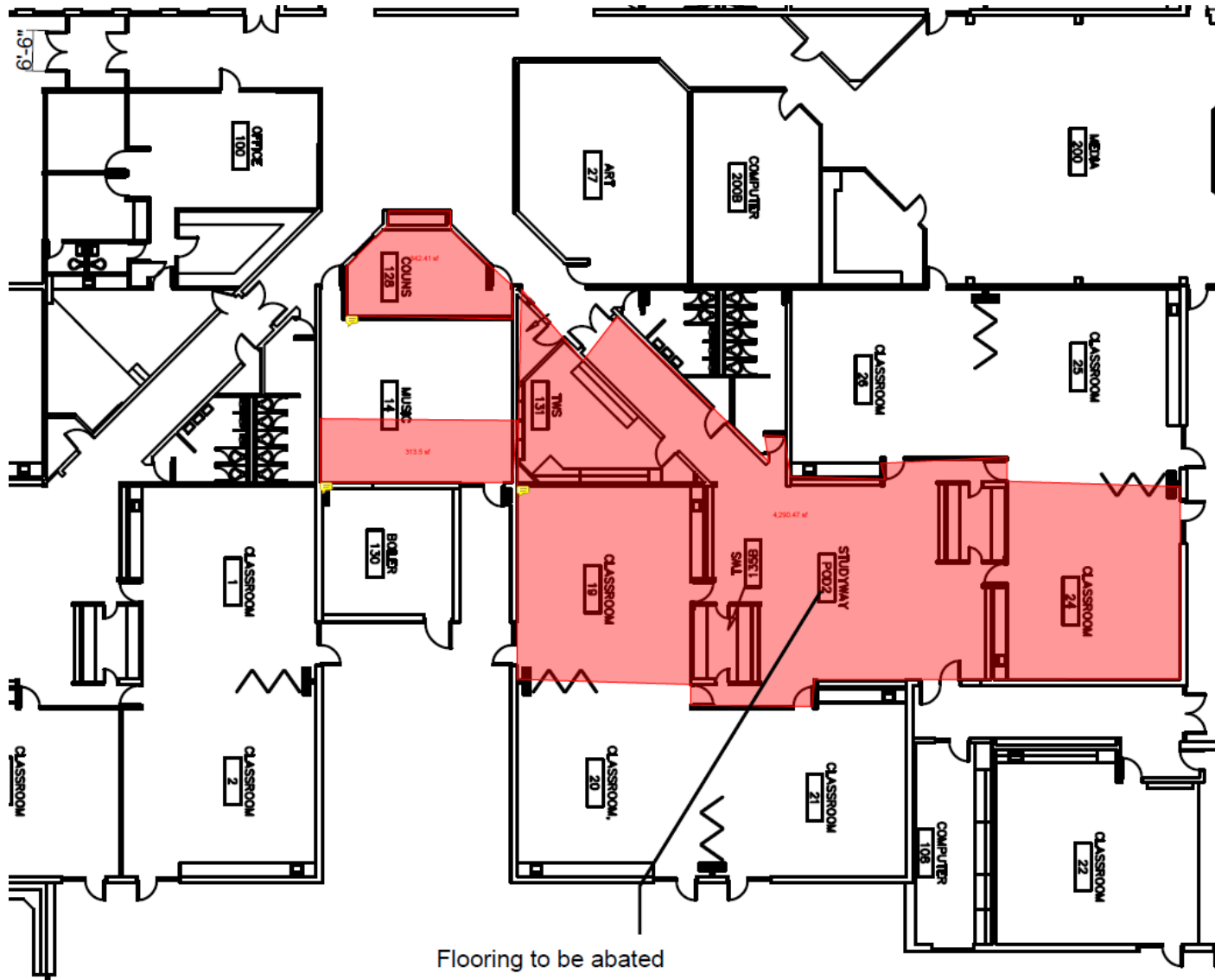


EXHIBIT B

DIAGRAM LINCOLN MIDDLE SCHOOL



Lincoln Abatement Diagram

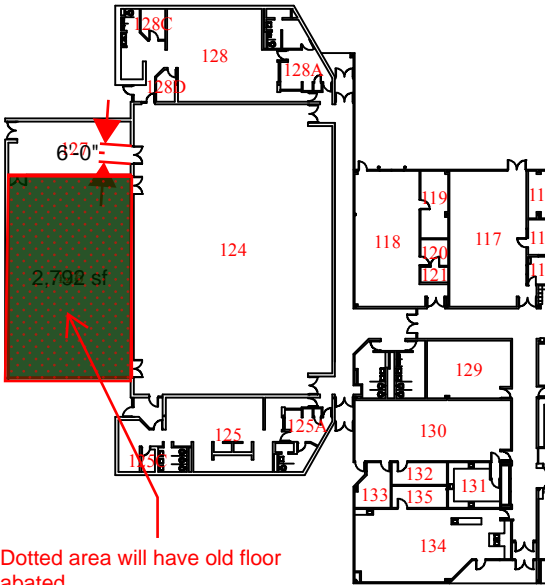


EXHIBIT C

SAMPLE CONTRACT - LIMITED SCOPE AGREEMENT



LIMITED SCOPE AGREEMENT
FOR
PROVISION OF PROFESSIONAL SERVICES, CONSTRUCTION SERVICES, AND/OR
MATERIALS

THIS AGREEMENT, effective the _____ day of _____, 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:

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 Architectural design and construction 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 \$1,000,000 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.
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 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)

SAMPLE

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.

SAMPLE