



ADDENDUM NO. 1

PROJECT NAME: McPhee, Hartley and Clinton Turf Playground Installation
LPS BID NUMBER: 10928

OWNER: Lincoln, NE
CONSULTANT: Olsson
ADDRESS: 601 P Street, Lincoln, NE 68508

DATE OF ISSUANCE: February 1, 2024
DATE OF BID OPENING: February 8, 2024

The bid documents dated January 18, 2024 for the above referenced project are amended by this addendum.

NOTICE: This Addendum is issued to all interested prospective bidders as an amendment to the project manual or other parts of the bidding (contract) documents for the above-named project. Reference to this Addendum must be included in the Bid proposal. The information contained herein shall be fully incorporated into the contract documents as though originally included therein.

GENERAL INFORMATION:

1. Pre-Bid Sign In Sheet: Copy of pre-bid sign in sheet is included as an attachment.

PRE-BID QUESTIONS

1. **Question:** Please confirm requirements for synthetic turf maintenance equipment for this bid?
2. **Response:** Turf vendor/installer shall provide:
 - a. One (1) groomer. Synthetic Sports Turf Groomer as manufactured by GreensGroomer.
 - b. One (1) sweeper. LitterKat as manufactured by GreensGroomer.
3. **Question:** Would you accept "draping" of the flat drains into the round pipe trench and letting it gravity flow from there (not connected)?
Response: No, provide standard connection fittings between flat drain pipe and perimeter pipe collectors.
4. **Question:** What size Nyloplast Basins will be at each site?
Response: The drain basins shall be sized per manufacturer's standard dimensions based on pipe sizing and alignment entering the basins.
5. **Question:** Are the 8" collector pipes perforated?
Response: Yes
6. **Question:** Is there a Geotech report available?
Response: No, refer to Section 312000 Earth Moving for subgrade requirements

TURF PRODUCT SUBSTITUTION REQUESTS

1. Fusion XP2, as manufactured by Hellas, has been approved as a substitution request on the synthetic turf fabric. All requirements for infill material shall be in compliance with project specifications, including 321813 Synthetic Turf System Surface and 321815 Certification for Partial Reimbursement of Crumb Rubber Products.
2. XtremeTurf DXF57, as manufactured by ACTGlobal, has been approved as a substitution request on the synthetic turf fabric. All requirements for infill material shall be in compliance with project

specifications, including 321813 Synthetic Turf System Surface and 321815 Certification for Partial Reimbursement of Crumb Rubber Products.

FRONT END SPECIFICATIONS

1. Bid Proposal Form

Replace entire Bid Proposal Form with revised attachment. Refer to requirements for Synthetic Turf Bid Reimbursable Cost Summary included on revised Bid Proposal Form.

TECHNICAL SPECIFICATIONS

1. Section 321815 – Certification for Partial Reimbursement of Crumb Rubber Products

Replace entire specification section form with revised attachment. Refer to requirements for turf bid information and pay certification requirements.

2. Section 321813 – Synthetic Turf System Surface

Refer to Part 2, 2.3 Synthetic Turf Product, F. Infill Materials

Infill Materials

Shall be the system used and warranted by the Synthetic Turf Manufacturer which shall consist of a mixture of sand and rubber. Infill mixture ratio shall be contain a minimum of 25% sand by weight of infill material.

END OF ADDENDUM NO. #1

SIGN IN PRE-BID MEETING

Lincoln Public Schools

Bid No. 10927 Seacrest Field Turf Replacement

Bid No. 10928 Elementary School Turf Playground

Date	January 30, 2024
Time	10:00 AM
Location	Copple Center – Seacrest Field 7240 A Street Lincoln, NE

Name	Representing	Phone Number	Email Address
Derek Budig	Mammoth	605-380-0302	derek@mammothbuilt.com
Jeff Cose	Midwest Field Turf	515-229-2698	jeff@midwestfieldturf.com
TOM FIALA	SPRINTURF	314-518-2792	tfiala@SPRINTURF.COM
TIM WISE	LPS	402 436 1072	
Brooke Hay	LPS	402 992 0130	bhay@lps.org
Kyle King	NEMAHA	402-430-1552	Kyle.King@nemaha.net

**Lincoln Public Schools
McPhee, Hartley, and Clinton Elementary
Synthetic Turf Playground Installation**

BID PROPOSAL FORM

PROPOSAL FOR CONTRACT FOR
LINCOLN PUBLIC SCHOOLS
MCPHEE, HARTLEY AND CLINTON
TURF PLAYGROUND INSTALLATION
LPS BID #10928
LINCOLN, NEBRASKA

Date: _____

Submitted To: Lincoln Public Schools

Submitted By: _____

Addendums Received: _____

This bid shall include all work associated with the installation of synthetic turf playground improvements at McPhee, Hartley and Clinton Elementary Schools. Specific construction activities will include: site demolition, grading, installation of aggregate base course, installation of storm sewer piping, synthetic turf and other minor site improvements as indicated in construction documents.

The undersigned, having examined the plans, project manual and related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies to do the work in accordance with the Contract Documents and terms and condition described below:

Recognizing that time will be of the essence, the undersigned proposes, upon execution of the Agreement between Owner and Contractor or upon receipt of notice to proceed from the Owner (whichever comes first), to immediately start the Work of the Contract. The undersigned proposes to bring the work to a state of Substantial Completion July 30th, 2024.

PROJECT COORDINATION

Markup percentage for all changes in the work shall not exceed 10%. This shall include all overhead and profit associated with each change. Refer to A104 – Standard Abbreviated Form of Agreement between Owner and Contractor.

BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged. Failure of any Bidder to receive any addenda or interpretation shall not relieve the Bidder from obligations specified in the bid. All addenda shall become part of the final contract document.
- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

**Lincoln Public Schools
McPhee, Hartley, and Clinton Elementary
Synthetic Turf Playground Installation**

- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

BIDDER'S CERTIFICATION

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

BASE BID: The undersigned proposes to perform the Work shown/described in the bidding documents, for the sum of:

Base No.	Description	Bid Amount
1	Base Bid	\$
	Base Bid Discovery Allowance	\$ 25,000.00
	Total (Base Bid + Discovery Allowance)	\$

SYNTHETIC TURF BID REIMBURSABLE COST SUMMARY

In accordance with Section 321815 Certification for Partial Reimbursement of Crumb Rubber Products, bidder shall provide summary of eligible reimbursable item costs included in the Base Bid amount above.

Description	Summary of Costs
Synthetic Turf Eligible Reimbursement Item Costs	\$

BID ATTACHMENTS: Following documents to be completed and attached to bid.

- ☐ Turf Material Product Data Sheet
- ☐ Project Reference Form

DEFINED TERMS

The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

MISCELLANEOUS

Unemployment Compensation - The Contractor contracts and agrees to pay to the Unemployment Compensation Fund of the State of Nebraska all unemployment contributions and interest due, under the provisions of Section 48-601 to 48-669 R.S. Nebraska 1943 and amendments, upon wages paid to individuals employed in the performance of this contract. Upon completion of performance, the Contractor shall procure and submit to Owner a written clearance from the Commissioner of Labor certifying that all such payments have been made and notwithstanding any other provision of this contract, the final 3 percent of the amount of contract shall not be paid until such clearance has been so furnished.

Collusive Bidding - The Bidder's signature on this proposal is Bidder's guarantee that the prices quoted have been arrived at without collusion with other eligible Bidders and without effort to preclude the Owner from obtaining the lowest competitive price.

Laws and Regulations - The Bidder is directed that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over any aspect of the herein described project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written in full. This shall include a requirement that the successful Bidder shall comply with the Nebraska Fair Labor Standards Act.

The Lincoln Public Schools is not bound to recommended bids until contracts have been signed by both the Owner representative and the representative for the vendor.

Equal Opportunity:

Lincoln Public Schools is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants as well as Historically Underutilized Businesses (HUB) and does not discriminate against any employee or applicant for employment, and/or any contractor or subcontractor by reason of race, color, national origin, religion, marital status, sex, age, disability or sexual orientation. Bidder agrees, by signing this proposal, to actively continue and implement this policy throughout any awarded project or contract.

Exclusion of Persons with Criminal Records:

Lincoln Public Schools requires that firms agree to not assign any individual or agent to any work on an awarded project, requiring work on a LPS school site, with a criminal record of a serious nature as defined by LPS policy, regulations, practices, or directives, including but not limited to any of the following:

- (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of

**Lincoln Public Schools
McPhee, Hartley, and Clinton Elementary
Synthetic Turf Playground Installation**

prostitution; (h) assault or battery (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. Bidder agrees, by signing this proposal, to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement; to actively continue and implement this policy throughout any awarded project or contract period and to require implementation of this policy by any subcontractors and/or agents involved by the Bidder in the performance of any awarded project or contract.

In submitting this bid, it is understood that the Lincoln Public Schools reserves the right to waive any informality in any bid and to accept proposals in whole or in part.

Contact Matt Bellamy, Director of Purchasing, 402-436-1753, regarding any questions on this bid.

**Lincoln Public Schools
McPhee, Hartley, and Clinton Elementary
Synthetic Turf Playground Installation**

BID SUBMITTAL

SUBMITTED on _____, 2024.

State Contractor License No. _____. (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business Address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

**Lincoln Public Schools
McPhee, Hartley, and Clinton Elementary
Synthetic Turf Playground Installation**

Phone No.: _____ Fax No.: _____

Date of Qualification to do business is _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed):

Title:

Business Address: _____

Phone No.: _____ Fax No.: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title:

Business Address: _____

Phone No.: _____ Fax No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated **BIDDER'S ACKNOWLEDGEMENTS**

Attachments:

1. Bid Security

END OF SECTION

SECTION 321815

CERTIFICATION FOR PARTIAL REIMBURSEMENT OF CRUMB RUBBER PRODUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. NDEE: Partial Reimbursement For Purchase of Tire-Derived Products And/or Crumb Rubber (Online)

1.2 SUMMARY

- A. Section Includes:
 - 1. Documentation requirements for NDEE Grant Application for reimbursement of purchase of crumb rubber products
- B. Related Information:
 - 1. Section 321813 Synthetic Turf System Surface

1.3 DEFINITIONS

- A. Owner: Lincoln Public Schools
- B. General Contractor: Construction company that is under contract with Owner to perform construction scope of work as depicted on construction drawings and specifications.
- C. Nebraska Derived Tire Products: Rubber products manufactured with the use of scrap vehicle tires that originated from the State of Nebraska.

1.4 SUBMITTAL REQUIREMENTS

- A. General: Owner intends to apply for partial reimbursement of Nebraska tire derived products from the State of Nebraska following completion of the project. All grant fund reimbursement will accrue to Owner. Eligible reimbursement costs for synthetic turf are as described below:
 - 1. Material cost for synthetic turf fabric, infill (sand/rubber) and seaming materials.
 - 2. Inlaid lines and logos in the synthetic turf fabric
 - 3. Mobilization, labor and installation costs of synthetic turf fabric
 - 4. Costs of shipping turf fabric and infill materials, as well as unloading costs.
 - 5. For re-use of existing infill material, only the costs associated with new synthetic turf fabric and newly purchased crumb rubber, including installation of new material and shipping costs are eligible for reimbursement. Note: Labor and costs associated with the removal and re-use of existing infill material is not eligible for reimbursement.
- B. Turf Vendor Bid Requirements: On the Bid Proposal Form, bidders shall provide completed "Turf Bid Reimbursable Cost Summary" from turf vendors which summarizes the total value of reimbursable items as described above for the synthetic turf surface installation.
- C. Payment Application Requirements: AIA Form - Schedule of Values: Contractor payment applications shall include schedule of values line item which summarizes the total value of the grant eligible reimbursable items as described above.
- D. Submittal Requirements: Contractor shall provide following information to Owner prior to Final Completion, to be used as a part of grant application process. Submittal documents shall be

submitted by Contract not later than 15 days following substantial completion. Owner will complete all application requirements.

1. Certification of Products derived from 100% Nebraska Scrap Tires: Crumb rubber supplier to provide certification letter that crumb rubber material originated from Nebraska tires. Certification letter shall include total poundage of crumb rubber material supplied for project.
2. Synthetic Turf System:
 - a. Contractor and turf supplier to provide certified letter confirming total weight of synthetic turf system including weights of: turf material, sand infill and crumb rubber infill.

END OF SECTION 321815