

Olsson Associates
Consulting Engineers
1111 Lincoln Mall
Lincoln, Nebraska 68508
February 6, 2014

ADDENDUM NO. 1

Lincoln Public Schools
Lincoln High School - Beechner Field Turf Replacement
Lincoln, Nebraska - 2014
OA Project No. 013-2555

TO ALL WHO HAVE RECEIVED PLANS AND SPECIFICATIONS FOR THE REFERENCED PROJECT.

1. Refer to Section 02575 – SYNTHETIC TURF SURFACING AND MARKING IN THE PROJECT SPECIFICATIONS
 - a. Refer to Part 2.0 Products, Subpart 2.1 Materials, Paragraph B.3. and Paragraph E.:

Owner prefers the infill material to be 100% cryogenically ground rubber crumb or the Bidders recommended sand/rubber mixture that is closest to 100% cryogenically ground rubber crumb infill as available. Actual mixture to be installed shall be detailed on the Synthetic Turf data sheet to be attached to the submitted bid form.
 - b. Refer to Part 2.0 Products, Subpart 2.1 Materials, Paragraph C:.

Revise the project requirement for ASTM F355 (Impact Attenuation, Gmax) to be less than 165 for the life of the field (8 years minimum).
2. Plan sheet 2 of 3. Construction Item C: Depth of bury for conduit to press box. Conduit shall be buried to a cover depth of 2' in the area outside of the track oval from the point of connection to the existing electrical junction box to the point of where the conduit is attached the underside of the grandstand structure.
3. Bid Form, Paragraph 5.01: Alternate 'A': Strike the words "and pre-paid 3rd party insurance policy"
4. Bid Form, Paragraph 5.01: Added language and a fill-in-the-blank for the Bidder to estimate the amount of existing crumb rubber infill material (measured in lbs.) that is planned to be removed, salvaged and re-used as infill for the new synthetic turf installation. Owner is open to the re-use of suitable crumb rubber infill material from the existing field for use on the new field. Said quantity is for informational purposes only. Owner is not responsible for cost or actual quantity which is removed and suitable for re-use. Evaluation, estimation, means and methods for potential removal of existing infill material and it subsequent re-use is the sole responsibility of the Bidder. Owner is not responsible for any costs associated with the difference between estimated and actual materials to be re-used.

Each Bidder must acknowledge receipt of all addenda in the space provided on the Bid Form.

SEALED BID #7611

DUE: February 11, 2014 @ 2pm, local time

The Lincoln Public Schools, herein called Owner, invites bids from interested vendors, herein called Bidders, on the form attached herein, which must be correctly and entirely completed.

BID SHEET FOR: Lincoln Public Schools – Beechner Field Turf Replacement – Lincoln, Nebraska - 2014

PROJECT IDENTIFICATION:

Furnishing all labor, materials and equipment for removal of existing synthetic turf material, removal and off-site disposal of existing synthetic turf and associated in-fill material, and construction including: construction staking, laser grading of existing aggregate base in select areas, synthetic turf system and markings, synthetic turf grooming equipment, and miscellaneous items to complete the project per plans and specifications.

CONTRACT IDENTIFICATION AND NUMBER:

“Lincoln Public Schools - Beechner Field Turf Replacement – Lincoln, Nebraska - 2014”
Olsson Project No. 013-2555

THIS BID IS SUBMITTED TO:

Lincoln Public Schools
c/o Tim Loseke
800 South 24th Street
Lincoln, Nebraska 68510
February 11, 2014 – 2:00 pm, local time

- 1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01** 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.
- 3.01** 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.

| <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|----------------------|
| _____ | _____ |
| _____ | _____ |

- 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.
- 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 ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER 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.

4.01 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.

5.01 Bidder will complete the Work in accordance with the Contract Documents. The following groupings of work and associated costs are to help evaluate bids and to establish the cost of different portions of the project. However, the project is a Lump Sum bid for all work as specified. I/We, the undersigned, hereby propose to furnish the plant, labor, certificate of insurance, unemployment compensation, performance and payment bond, materials and equipment to/for Lincoln Public Schools, Lincoln, Nebraska, in strict accordance with the plans and specifications as prepared by the Owner for the consideration of the amount set forth in the following price schedule:

| | <u>Qty</u> | <u>Base Bid Item</u> | <u>Unit</u> |
|----|------------|----------------------------------|-------------------|
| a) | <u>1</u> | Turf removal and base correction | \$ / LS |
| b) | <u>1</u> | Electrical boxes and conduit | \$ / LS |
| c) | <u>1</u> | Synthetic Turf System | \$ / LS |
| d) | <u>1</u> | Discovery Allowance | \$ 10,000.00 / LS |

Note: Discovery Allowance

- A. The discovery allowance listed above must be included in the base bid. Use the discovery allowance only as directed for the owner's purposes and only by the Allowance Modification Directives that indicate amounts to be charged to the allowance.
- B. Allowance Modification Directives authorizing use of funds from the discovery allowance will include Contractor's related costs and overhead and profit margins that are in compliance with these specifications.
- C. At project closeout, credit unused amounts remaining in the discovery allowance to the Owner by Change Order.

LUMP SUM BASE BID PRICE

_____ (Write Out In Words) _____ (Figures)

LUMP SUM ALTERNATE BID "A"

In addition to Base Bid, cost to extend the base bid synthetic turf warranty an extra two (2) years (from an 8-year term to a 10-year term).

LUMP SUM ALTERNATE "A" BID PRICE

_____ (Write Out In Words) _____ (Figures)

LUMP SUM ALTERNATE BID "B"

In addition to Base Bid, cost for Contractor to provide Contractor recommended synthetic turf grooming equipment.

LUMP SUM ALTERNATE "B" BID PRICE

_____ (Write Out In Words) _____ (Figures)

Owner is open to the reuse of suitable crumb rubber infill material to be salvaged from the existing field for use on the new field. Said quantity is for informational purposes only. Owner is not responsible for cost of or actual quantity which is removed and deemed suitable for re-use. Evaluation, estimation, means and methods for potential removal of existing infill material and it subsequent re-use is the sole responsibility of the Bidder, Owner is not responsible for any costs associated with the difference between estimated and actual materials to be re-used.

Bidder's estimate of amount of existing rubber infill material that is planned to be removed, salvaged and re-used as infill for the new synthetic turf installation.

_____ lbs. (for informational purposes only)

ADDITIONAL UNIT PRICE WORK

If correction of select areas of the existing aggregate subbase is deemed necessary because of subgrade failure by the Contractor and the Engineer and agreed to by the Owner, then the work required to repair said select areas shall be paid for at the following unit price. Said unit price shall include all necessary materials, labor, equipment, excavation, removals, import, placement and compaction of material and other miscellaneous work. All work shall be in accordance with the plans and specifications. If replacement aggregate material is required, material to be used shall be base stone (6" thick) and finishing stone (2" thick) as defined in specification Section 02207. All material shall be compacted to at least 95% of materials Standard Proctor maximum dry density per ASTM D698. Said unit price will be multiplied by actual in place quantity of aggregate to determine required contract adjustment.

| <u>Bid Item</u> | <u>Unit</u> |
|--------------------------|--------------------|
| Aggregate subbase repair | \$ _____/CY |

If correction of select areas of the existing nailing board is deemed necessary by the Contractor and the Engineer and agreed to by the Owner, then the work required to repair said select nailing board lengths shall be paid for at the following unit price. Said unit price shall include all necessary materials, labor, equipment, excavation, removals, placement and other miscellaneous work to repair and/or replace nailing boards. Said unit price will be multiplied by actual in place quantity of nailing board to determine required contract adjustment.

| <u>Bid Item</u> | <u>Unit</u> |
|------------------------|--------------------|
| Nailing board repair | \$ _____/LF |

6.01 Work may begin on May 27, 2014. All Work will be substantially completed on or before June 27, 2014, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before July 3, 2014.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of _____;

- 8.01** 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.
- 9.01** 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.
- 10.01** 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.
- 11.01** 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.
- 12.01** 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.
- 13.01** 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.
- 14.01** 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 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.
- 15.01** 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 Tim Loseke, Facilities and Maintenance, 402-436-1024, regarding any questions on this bid.

Synthetic Turf Product Data Sheet

Base Bid

Beechner Field Turf Replacement - 2014

Lincoln Public Schools

Lincoln, Nebraska

Name of Bidder _____

Turf Product Name _____

| Property | Unit | Specification for Material Provided |
|---|-------------|--|
| Fiber Type (Circle One) | | Slit Film, Monofilament or Blend |
| If blended | | _____ % Slit Film _____ % Monofilament |
| Fiber Denier | | _____ |
| Pile Height | inches | _____ |
| Pile Weight | oz. / sy | _____ |
| Fiber Thickness | micron | _____ |
| Total Fabric Weight | oz. / sy | _____ |
| Tufting Gauge | inches | _____ |
| In-Fill Material | lbs / sf | _____ % Sand _____ % Rubber |
| Source of Silica Sand (Name, Address) | | _____ |
| Source of Rubber Crumb (Name, Address) | | _____ |
| Are recycled tires used for granular rubber infill generated in Nebraska? (Yes or No) | | _____ |
| Infill Material Weight (Total) | lbs / sf | _____ |
| Product Warranty | years | _____ |

Bidder

Name (Typed or Printed): _____

Title: _____

By: _____

Signature

Date

ACCEPTANCE OF EXISTING SUBGRADE AND STONE BASE

I, _____ (synthetic turf manufacturer), and _____ (Contractor) do hereby certify that the synthetic turf system (underdrain system, compacted subgrade, stone base, etc.) as exists for the "Lincoln Public Schools - Beechner Field Turf Replacement - 2014" project is acceptable and meets or exceeds our product requirements. We further certify that our warranty and 3rd party insurance coverage is in no way limited by the system which exists.

MANUFACTURER:

By: _____

Attest: _____

CONTRACTOR:

By: _____

Attest: _____

AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ (Authorized Representative of the Bidder) attests under penalty of perjury to the following:

I, _____ (Authorized Representative of the Bidder), of the City of _____, State of _____, state that:

1. I am over 18 years of age and competent enough to testify of my own knowledge of facts stated herein.
2. All the facts stated by me herein are true, correct and complete to the best of my knowledge and understanding.
3. I hereby certify that the cryogenic SBR rubber granules used as infill material of the synthetic turf surface for the Beechner Field project are derived from the processing of 100% recycled Nebraska rubber tire product.

Printed Name of Bidder's Authorized Representative

Signature of Authorized Representative

Name of Bidder

Address of Bidder

Notary Certification

SWORN to and subscribed before me, this the ____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires: _____.

SUBMITTED on _____, 2014.

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: _____

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 above.)