

**Cedar Falls Community School District
1002 West First St.
Cedar Falls, Iowa 50613**

PROJECT SPECIFICATIONS AND INSTRUCTIONS

**OUTDOOR PLAYGROUND EQUIPMENT PROJECT
ORCHARD HILL ELEMENTARY SCHOOL**

1. Scope of Work

The Board of Education of the Cedar Falls Community School District invites bids for the replacement of outdoor playground equipment for Orchard Hill Elementary School, 3909 Rownd, St., Cedar Falls, Iowa on the forms attached hereto.

2. Terminology

Throughout these documents and specifications, the term "District" or "Owner" refers to the Cedar Falls Community School District. The term "vendor", "bidder", "contractor", or "prime contractor" refers to the firm bidding on this project.

3. Receipt and Opening of Bids

Sealed bids will be received at the Central Administration Office, until 1:30 P.M., April 18, 2017. The envelope containing the bid must be sealed, addressed to the Board of Education, Cedar Falls Community School District, Cedar Falls, Iowa, and designated as Outdoor Playground Equipment Project – Orchard Hill Elementary School. The final decision will be made at the Board of Education meeting tentatively scheduled for April 24, 2017. The District reserves the right to accept or reject any or all bids, or any part thereof, to waive informalities, and accept the lowest responsive, responsible bidder that meets the requirements of the project stated herein. The District may consider informal any bid not submitted in accordance with the provisions hereof.

4. Bidding Procedures

- A. Each bid must be submitted on the attached form, or it will not be considered. Bid must be either typewritten or in ink. All bid price amounts must be both in words and figures. Bids on separate bid invitations must not be combined on the same form or placed in the same envelope. Such bids will not be considered.
- B. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the project name as stated above. If the bid is delivered by mail or other courier, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Cedar Falls Community School District, James L. Robinson Administrative Center, 1002 W. First St., Cedar Falls, Iowa 50613.
- C. Any bid received after the time and date specified will not be considered.
- D. All bids submitted shall have included in the price the cost of any business or professional licenses, permits, or fees required by the City of Cedar Falls, Black Hawk County, State of Iowa, or Federal Government.

- E. All bids must be signed in order to be considered. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid.
- F. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.
- G. Once a bid is opened, it may not be withdrawn without the consent of the District.
- H. All bids will remain firm and without change for a minimum of 45 days after bid opening.
- J. All bids must include a list of similar projects completed within the past 36 months. Required information will include the following:
 - Organization or firm name with complete mailing address;
 - Contact person with phone number;
 - Brief description of work performed;
 - Date project started and date project was completed;
 - Total cost of project

5. Qualifications to Bidders

The District may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder will furnish the District, all such information and data for this purpose as the District may request. The District reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the District that the bidder is not properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. All conditional bids will not be accepted.

6. Bid Security

If the bid amount of this project exceeds \$25,000.00, each bid must be accompanied by a certified check or cashier's check or Bid Bond in the amount of five percent (5%) of the Base Bid. Such check will be returned to all except the three (3) lowest bidders within five (5) days after the opening of bids, and the remaining checks will be returned promptly after the District and the accepted bidder have executed the purchase order or contract, or if no award has been made within 45 days after the date of the opening of bids, upon demand of the bidders at any time thereafter, so long as he has not been notified of the acceptance of his bid.

7. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of acceptance of his bid, will forfeit to the District, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. Time of Completion

Work may begin as soon as the new concrete base for the outdoor playground equipment is installed, approximately July 1, 2017, with completion required no later than August 15, 2017.

9. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish

all material and labor necessary to carry out the provisions of this project. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

10. Power of Attorney

Attorneys-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Laws and Regulations

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over this project shall apply.

12. Obligation of Bidder

- A. At the time of the opening of bids, each bidder will be presumed to have measured and inspected the site and to have read and to be thoroughly familiar with the specifications and requirements of this project as stated in this document. The failure or omission of any bidder to examine any form, instrument, or document will in no way relieve any bidder from any obligation in respect to his bid.
- B. It is understood that the bidder will be considered as the prime or lead contractor for this project, and is responsible for the progress of the job. If the contractor uses a sub-contractor for any portion of the project, the Prime Contractor will be held directly responsible to the District for the actions and job performance of the subcontractor(s). Any replacement or repairs of work or equipment installed by the subcontractor(s) during construction or during the guarantee period of this bid is the direct responsibility of the Prime Contractor.

13. Payments

No partial or progress payments will be made. The District will pay in full after the first regularly scheduled Board of Education meeting held following full acceptance of the work performed. Payment will be made by Automated Clearing House (ACH) electronic transfer. Successful bidder will be required to submit banking information to the District before payment will be made.

14. Insurance

The contractor will provide to the District, prior to the start of work, certificates of insurance coverage. After approval of the policies, the contractor will not cause them to be canceled or permit them to lapse until the project is completed and work accepted. Certificates of insurance will be for the following:

- A. Public Liability Insurance. Bodily Injury Insurance protecting the contractor in his legal liability for injuries to persons in the minimum amount of \$2,000,000 for injury, including death to one person, subject to the same limit for each person, and \$2,000,000 for injury including death resulting from one accident. Property Damage Insurance protecting the Contractor for legal liability arising from damage to property for others, which property is not in the Contractor's care, custody or in control, in the amount of \$2,000,000 but explicitly including existing structures and contents of \$2,000,000 for the coverage resulting from one accident.

- B. Contractor's Protection (Contingent) Public Liability Insurance. Bodily Injury and Property Damage Insurance in the above amounts protecting the contractor for legal liability arising out of acts of subcontractors for injuries to persons, and damage to property of others not in the Contractor's care, custody or control.
- C. Contractual (Hold-Harmless) Liability. Provide riders to Liability Insurance of this section, such that the District, and their agents or students will be held harmless from any liability consisting of bodily injury, sickness, disease, death and property damage resulting from the Contractor's operations for the projects.
- D. Completed Operations. Maintain this insurance for legal liability for bodily injury and property damage in the amounts stated above.
- E. Workman's Compensation Insurance. The Contractor and subcontractor will protect themselves from claims under the Workman's Compensation Act as required by law.
- F. Automotive Insurance. Carry insurance protecting against public liability and property damage in the amount specified above. Automotive Insurance will provide coverage for hired cars, and Employer's Non-Ownership Liability.

15. Procedures and Material

- A. Project consists of installation of new playground and the relocating of selected existing playground equipment.
- B. New playground equipment will be used by children ages 5 through 12 and consist of items per Exhibit 'A'. All new outdoor playground equipment specified in Exhibit 'A' will need to fit in an area 36 feet by 44 feet.
 - 1. Colors for new playground equipment will be selected from standard colors available from the manufacturer.
 - 2. All playground equipment metal components will be painted using a multi-stage power-coating process. All paint used will be gloss finish, lead free, impact and corrosion resistant, durable and able to withstand Midwest outdoor climates without peeling or fading.
 - 3. Molded plastic, molded canopy units or any other sheet plastic components will have vibrant colors that transverse throughout the entire component and will be durable and able to withstand Midwest outdoor climates without fading with a surface that never is to cold or hot for children to play on.
 - 4. Any cables will be nylon wrapped multi-strand galvanized steel specifically designed for playground use.
 - 5. Any shade canopy fabric used will be durable and able to withstand Midwest outdoor climates without fading.
 - 6. All installed equipment, including all components, must meet current Federal and ASTM standards.
- C. Contractor shall relocate existing playground equipment as shown in Exhibit 'B'. All relocated playground equipment specified in Exhibit 'B' will need to fit in an area 44 feet by 74 feet. Relocated playground equipment will be surface mounted to concrete base supplied by District. Contractor will weld a 1/4" thick 8" square steel mounting plate to each relocated playground post and fastened directly to concrete base.

- D. Contractor will provide and install square tile rubber playground surface material for both new and relocated equipment area's (approximately 4,840 sq. ft. of material). Safety surface tiles will be adhered directly to poured concrete area provided by the District. All rubber playground surface tiles will be non-interlocking, minimum of 3 inches in height and designed to withstand a fall of 7 feet. All border tiles will have a bevel that is an integral part of the tile.
- E. As an option, District is requesting pricing on Alternate #1 and Alternate #2 as per Exhibit 'A'. Price quoted shall meet all requirements and specifications within this document, including square tile rubber playground surfacing material. Alternate #1 will need to fit in an area 22 feet by 22 feet (484 sq. ft.). Alternate #2 will need to fit in an area 14 feet by 36 feet (504 sq. ft.).

Other Requirements

- F. A Certified Playground Safety Inspector (CPSI) is required to be on site during installation of new outdoor playground equipment and relocation of existing outdoor playground equipment. CPSI will certify the installation of relocated and new outdoor playground equipment and surfacing is done in accordance with all current ASTM, local and Federal guidelines and standards.
- G. Contractors bid will include any and all permit and/or inspection fees required after completion of work. Any additional work required after inspection to meet state, federal or local code requirements for all work performed within this bid, including any additional inspection fees, will be the responsibility of the Contractor with no additional cost to the District.
- H. Contractor and/or his subcontractor(s) must be neat in their work. All debris will be removed from the site by the contractor.
- I. The contractor will be responsible for any damage to District property, buildings, and any utilities that are included or adjacent to work areas. The contractor is responsible for locating any and all underground utilities (if required). The decisions on the repair or replacement of the damage item will rest solely with the District or underground utility.
- J. The contractor is to supply all safety guards, signs, fencing, barricade, etc., as required to fence off or restrict entry of work area during construction.

16. Warranty and Guarantee

The contractor will properly repair or replace without cost to the District (materials and labor) any defects due to workmanship or materials for a period of twelve (12) months following acceptance of work. The contractor also guarantees' that his construction work will not violate any of the provisions of the Code of Iowa, Black Hawk County Iowa, or City of Cedar Falls Iowa ordinance. The contractor will also comply with any additional warranty offered by manufacturer (if any).

If you have any additional questions or to set a time to visit the site, please contact Mr. Doug Nefzger, Director of Business Affairs, Cedar Falls Community School District, 1002 West First St., Cedar Falls, Iowa 50613.
doug.nefzger@cfschools.org Ph. 319-553-2433

This dated the 28th day of March, 2017 by the Board of Education, Cedar Falls Community School District, Cedar Falls, Iowa.

**Cedar Falls Community School District
1002 West First St.
Cedar Falls, Iowa 50613**

**Outdoor Playground Equipment Project
Orchard Hill Elementary School**

Place: James L. Robinson Administrative Center
1002 West First St.
Cedar Falls, Iowa 50613

Date: **April 18, 2017 1:30 p.m.**

Proposal of _____
(hereinafter called "Bidder")

a _____ (corporation/partnership/
individual) doing business at

_____, (address) to
the Board of Education, Cedar Falls Community School District, Cedar Falls, Iowa (hereinafter called "District").

The bidder, in compliance with the bidding instructions and project specifications, together with any Addendum(s), and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, supplies, and inspection fees as required to install new and relocate existing outdoor playground equipment and rubber playground safety surfacing material at Orchard Hill Elementary School, 3909 Rownd Street, Cedar Falls, Iowa at the price stated below. This price is to cover all expenses incurred in performing the work required in the project specifications and bidding instructions. The bidder also acknowledges receipt of any and all addendum(s) for this project.

Proposal: The bidder agrees to provide and perform the installation of new outdoor playground equipment, relocate selected existing outdoor playground equipment and provide and install playground safety surfacing material per the bidding instructions and specifications for the sum of:

_____ (\$_____).

The amount will be shown in both words and figures. In case of discrepancy, the amount in words will govern.

Alternate #1: The bidder agrees to provide and perform the installation of additional new outdoor playground equipment and provide and install additional playground safety surfacing material per the bidding instructions and specifications for the sum of:

_____ (\$_____).

The amount will be shown in both words and figures. In case of discrepancy, the amount in words will govern.

Alternate #2: The bidder agrees to provide and perform the installation of additional new outdoor playground equipment and provide and install additional playground safety surfacing material per the bidding instructions and specifications for the sum of:

_____ (\$_____).

The amount will be shown in both words and figures. In case of discrepancy, the amount in words will govern.

If the completion date cannot be met, indicate here the date on which completion can be expected with this proposal. Date: _____

The bidder understands that the District reserves the right to reject any or all bids, and to waive any informalities in bidding.

The bidder agrees that this bid will remain firm and without change in price for a period of 45 calendar days after the scheduled closing time for receiving of bids.

Upon notice of the acceptance of this bid, Bidder will execute and deliver proper contracts and/or bonds as required.

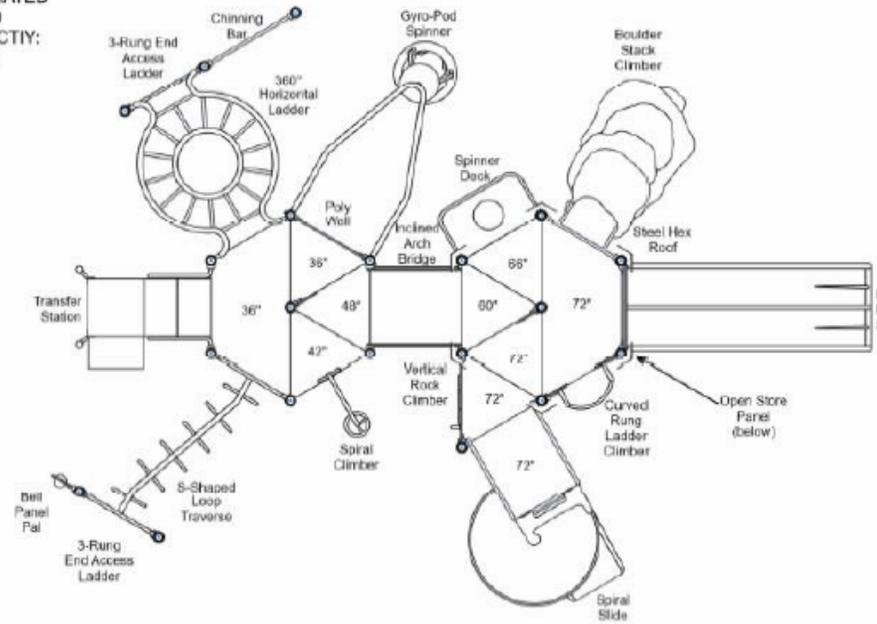
If the bid exceeds \$25,000.00, a Bid Security is attached in the sum of _____ (\$ _____) is to become the property of the District in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the District caused thereby.

Submitted by: _____
(Signature)

(Title)

Exhibit A
 Cedar Falls Community School District
 Orchard Hill Elementary Outdoor Playground Project
 Basic New Outdoor Playground Equipment Design

ESTIMATED
 CHILD
 CAPACITY:
 76-80



Main Structure rated for ages 5-12
 Use zone not to exceed
 44'x36'



Alternate 1
 Dome Climber



Alternate 2
 Multi occupancy
 Wave rider

Above is a representation of desired new outdoor playground equipment. Please provide exact design of outdoor playground equipment with your bid.

Exhibit B
Cedar Falls Community School District
Orchard Hill Elementary Outdoor Playground Project
Relocated Outdoor Playground Equipment

Relocate this equipment

North 



Exhibit C
Cedar Falls Community School District
Orchard Hill Elementary Outdoor Playground Project
Playground Space Requirements

