



SCHOOL DISTRICT TWO
HARRISON

***NOTICE
INVITATION TO BID***

Notice is hereby given that sealed proposals for the following will be received by the El Paso County School District #2 - Harrison, located at 1060 Harrison Road, El Paso County, Colorado Springs, Colorado on **May 22nd, 2019 by 3:00 P.M.**, Mountain Daylight Time.

Construction of Secure Entrance at Turman Elementary School
3245 Springnite Drive
Colorado Springs, Colorado 80916-3599

The proposals will be publicly opened on **May 22nd, 2019, at 3:00 P.M.**, Mountain Daylight Time. Proposals received after the stated time will not be accepted. Plans and Specifications may be secured from and bids shall be delivered or mailed to:

Jeffrey Clemens
Supervisor of Facilities
El Paso County School District #2 – Harrison
Building C
1060 Harrison Road
Colorado Springs, CO 80905

GENERAL REQUIREMENTS

El Paso County School District #2 – **Harrison** invites you to bid on the construction of a security entrance at Turman Elementary School, 3245 Springnite Drive, Colorado Springs, CO 80916-3599.

Submission of Bid

1. Bids are returnable not later than the time and date on the enclosed Invitation to Bid, to the office of:

Jeffrey Clemens
Supervisor of Facilities
El Paso County School District #2 – Harrison
Building C
1060 Harrison Road
Colorado Springs, CO 80905
2. All bids must be on the official bid form and enclosed in an envelope which must be sealed, addressed to Jeffrey Clemens and marked “Bid for Turman Secure Entrance, Bid Opening May 22nd, 2019 at 3:00 P.M.” The district will not be responsible for premature opening of bids not properly labeled or sealed.
3. Prices quoted must be net and exclusive of all federal, state, municipal sales and excise taxes and include the cost of delivery and shipping.
4. In setting forth specifications, it is the intention of El Paso County School District Two, to offer equal opportunity to all bidders. Items referred to by number or company name are for descriptive purposes and are to be used to denote a minimum standard of quality only.
5. If any person, planning to submit a bid for the proposed contract, is in doubt as to the meaning of any part of the plans and specifications, or should discover discrepancies or conflicts therein, they shall submit to the owner a written request for interpretations thereof not later than five (5) working days prior to the bid opening. Interpretations will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of specifications. The owner will not be responsible for any other interpretations.
6. All items must be bid F.O.B., delivery site, El Paso County School District #2 - Harrison, Colorado Springs, Colorado.

7. Preference will be given to materials, supplies and provisions produced, manufactured, or grown in Colorado, quality being equal to competitors outside of the state. In accordance with Sections 8-17-101 and 8-17-102, C.R.S., Colorado labor shall be employed to perform the work in the extent of not less than eighty percent of skilled and common labor in the several classifications of skilled and common labor employed. "Colorado labor" as used, means any person who is a resident of the state of Colorado at the time of employment, without discrimination as to race, color, creed, sex, age, or religion except when sex or age is a bona fide occupational qualification.
8. All materials or workmanship supplied by this bid must be guaranteed for one (1) year from the date of final acceptance of the entire work, and the installation contractor shall guarantee to repair or replace any part which may show defects during that time without cost to the district, provided such defect is due to imperfect material or workmanship and not carelessness or improper use.
9. Contractor waives all of its rights with regard to withdrawal of amounts retained by the District under this contract prior to final completion and acceptance of the work by the District, as described in C.R.S. S24-91-105 to S24-91-110.
10. Contractor agrees to abide by all storm water controls as mandated in the District program and in the City of Colorado Springs ordinance. The District has the right to stop work and to hold the contractor liable and responsible for all violations of the City of Colorado Springs ordinance.
11. Contractor shall ensure that all legal requirements of HB 06S-1023 are met, for both the Contractor and all subs utilized by the Contractor, will assume all liability as defined in HB 06S-1023, and will provide appropriate substantiating documentation to the Owner upon request.
12. Contractor shall provide a list of no less than three references from contracts awarded in within the last five years. If three references are not available, the contractor shall submit a letter indicating the reason three references are not available.

Security

1. A Cashier's or Certified Check for 5% of the total bid price or a bid bond, issued by an insurance company licensed in the State of Colorado, made payable to El Paso County School District #2 - Harrison must accompany each bid as a guarantee that

if the bid is accepted the bidder will enter into a contract with the owner for the proposed purchase.

Bid deposits will be returned to the unsuccessful bidders within five (5) days after the awarding of contracts and the approval of the successful bidders' performance bond. Unless otherwise indicated, the bid deposit of the successful bidder will be returned upon satisfactory completion of the contract or after receipt of a performance payment bond.

- A performance payment bond is not required.
- A performance payment bond is required.

The bidder to whom the Contract has been awarded shall furnish and deliver within ten (10) days after receipt of Notice of Award, a Performance Payment Bond satisfactory to the Owner. Performance Payment Bond shall be in the amount of one hundred percent (100%) of the Contract amount and must be issued by an insurance company licensed in the State of Colorado. The surety on such bond shall be a Surety Company satisfactory to the owner and authorized to do business in the State of Colorado. The bond shall:

- a. Be included in the contractor's bid,
- b. Guarantee contractor's performance of work under their contract and their prompt and full payment for all labor and material involved therein,
- c. Guarantee protection to the School District, and
- d. Have a "Power of Attorney" form attached to each bond copy.

Rejection of Bids

1. Harrison School District reserves the right to:
 - a. Reject any and all bids received.
 - b. Reject any and all changes in the bid form or specifications.
 - c. Waive any immaterial informality when it is deemed to be in the best interest of El Paso County School District #2 - Harrison.

Award

1. El Paso County School District #2 - Harrison reserves the right to:
 - a. Award bids on an item-by-item basis or in total.
 - b. Award the contract to the bidder that appears, in their judgment to be in the best interest of the school district, whether or not such contract award results in the lowest possible expenditure to the school district.
 - c. Award the bid to the second lowest responsible bidder if the original low bidder does not perform or deliver within the times established in the specifications. Any additional resultant costs to the district will be the responsibility of the original low bidder.
2. Any bid submitted will be binding for thirty (30) days subsequent to the bid opening. This could be extended beyond the thirty (30) days if consensus is reached by all bidders.

Insurance

Prior to the start of any work; the successful bidder shall furnish a Certificate of Insurance to the owner showing the minimum insurance requirements specified in Attachment A-Harrison School District 2 Insurance Requirements in forms and with insurance companies acceptable to the owner. Further, it is agreed that no less than 30 days notice will be given to the owner prior to cancellation, termination, or material alterations of said insurance.

Indemnity

The successful bidder shall assume the entire responsibility and liability in and for any and all damages and/or injuries of any kind of nature whatsoever to all persons, whether employees or otherwise, and to property growing out of or resulting from the services performed as herein set forth and provided for in these specifications, and for any and all damages and/or injuries of any kind which shall occur in connection therewith and agreed to indemnify, defend and save harmless El Paso County School District #2 - Harrison, its agents, servants and employees from and against any and all loss, expenses including legal fees and disbursements, damages and/or injuries growing out of or resulting from or occurring in connection with the execution of the work herein provided for and including by way of example and not by way of limitations, any losses, expenses, including legal fees and disbursements, damages or injuries occurring in connection with, or resulting from the use by the successful bidder, its agents or employees, of any equipment, stock, appliance, implements, works, tools or machinery or any other property owned, rented,

borrowed by or assigned to El Paso County School District #2 - Harrison arising under any law whatever, which may be in effect in the locality in which the work is situated or otherwise.

Subcontractors

El Paso County School District #2 - Harrison will recognize only the successful bidder for the proper execution of the entire work under the contract. No subcontractor will perform any work without prior written notification to and approval by El Paso County School District #2 - Harrison. Approval of a subcontractor by El Paso County School District #2 - Harrison in no way relieves the contractor from full responsibility for fulfilling all conditions of the contract.

Billing

Requests for payments should not include any billing for any federal, state or local taxes. If city sales taxes are to be rebated, all sales receipts must be furnished to the district for collection prior to final payment being made.

**PROPOSAL FOR
Construction of a Secure Entrance at Turman Elementary School
3245 Springnite Drive
Colorado Springs, Colorado 80916-3599**

TO: El Paso County School District #2 - Harrison
Jeffrey Clemens
Supervisor of Facilities
Building C
1060 Harrison Road
Colorado Springs, CO 80905

Having carefully examined the Invitation to Bid, General and Specific Requirements, and all documents provided by RTA Architects and ME Engineers, the undersigned proposes to furnish all labor and materials and do all work in connection with the construction of the secure entrance for the sum of: \$_____.

Performance periods as specified are acknowledged and accepted.

The undersigned recognizes the owner's right to accept or reject any and all bids submitted and to award locations on an individual or collective basis.

Respectfully submitted,

Name and Title (Print)

Company Name

Signature

Street

Date

City, State, Zip Code

Telephone Number

Specific Requirements:

See file from RTA Architects posted with this Request for Proposals:

Turman Elementary CD Documents

There will be mandatory walk through on Wednesday, May 8th at Turman Elementary School, 3245 Springnite Drive, Colorado Springs, Colorado 80916-3599. Interested bidders will meet at the main office in Turman Elementary at 3:00pm.

Turman Elementary is finishing its final year as a year-round school, and also hosts CPCD and the Deerfield Hills after school program. The last day for staff will be June 7, 2019, CPCD will no longer have students after June 14th. Deerfield Hills uses the Cafeteria and Gym throughout the summer. Alternate arrangements can be made for entry by CPCD staff and students, and an alternate to the Cafeteria can be provided for Deerfield Hills. Work should be able to begin on June 10th and must be completed by Friday, August 2nd. Provisions can be made for weekend work.

Attachment A- Harrison School District 2 Insurance Requirements

Any non-District employee person(s) or business(es) performing **any** work on District property, regardless of whether interior or exterior, must have approval from Operations/District leadership, an executed Contract/MOU/Agreement on file, and provide the corresponding Certificate of Insurance and Endorsement as listed below. No work shall commence prior to the above approval being granted in writing and required documents being received in the Risk Management office.

Contracts/MOUs/Agreements must include insurance requirements (to include notice of cancellation and additional insured as listed below) and an indemnification clause which should be reviewed and approved by District leadership and legal counsel. The District must be named as an additional insured on policy, listed as such on certificate of insurance and a copy of endorsement attached showing same.

Exceptions on coverage requirements for smaller projects may be made on a case-by-case basis after review by Operations and Risk Management and approval of District leadership.

General Contractors are required to have a Builders Risk insurance policy or endorsement for new construction/ building footprint change at the same financial levels referenced below. General Contractors are required to have an Installation Floater insurance policy or endorsement for renovation, repair or replacement construction at the same financial level referenced below.

Any non-district employee with direct contact with students shall provide an endorsement to their General Liability insurance policy including coverage for sexual molestation.

Estimated Project Construction Cost	Coverage Requirements
Less than \$1,000,000	<p>GENERAL LIABILITY REQUIREMENT \$500,000 per occurrence \$1,000,000 aggregate</p> <p>PROPERTY \$500,000 per occurrence \$1,000,000 aggregate \$500,000 damage to rented premises \$500,000 personal & adv injury \$50,000 Fire Damage (any one fire) \$5,000 Medical payments (any one person)</p> <p>AUTOMOBILE LIABILITY \$500,000 bodily injury/property damage (each accident)</p> <p>NOTE: REQUIREMENT OF PROFESSIONAL LIABILITY / ERRORS & OMISSIONS LIABILITY AND CONTRACTORS POLLUTION IS SUBJECT TO SCOPE OF WORK AND DISTRICT DISCRETION.</p> <p>PROFESSIONAL LIABILITY/ERRORS & OMISSIONS LIABILITY (if applicable) \$500,000 per loss</p>

	<p>\$1,000,000 aggregate</p> <p>CONTRACTORS POLLUTION \$1,000,000 per loss \$2,000,000 aggregate</p> <p>CYBER LIABILITY INSURANCE (Cyber required for vendors with any access to District Network Servers, or personal data of students, guardians, employees, others) \$1,000,000 per loss \$2,000,000 aggregate</p> <p><u>NOTE: LESSER COVERAGE AMOUNTS ABOVE ACCEPTABLE WITH AN UMBRELLA OF \$1,000,000. IF CONTRACTORS POLLUTION IS REQUIRED, AN UMBRELLA OF \$2,000,000 WILL BE REQUIRED.</u></p> <p>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY State of Colorado Statutory requirements \$100,000 per accident \$100,000 disease / each employee \$500,000 disease / policy limit</p> <p>NOTE: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies OR subcontractors shall maintain separate insurance with limits of liability not LESS than the amounts listed above as required in contract.</p>
<p>Less than \$5,000,000</p> <p>The limits to the right includes smaller companies performing work for the District under the estimated project cost of \$5,000,000</p>	<p>GENERAL LIABILITY REQUIREMENT \$1,000,000 per occurrence \$2,000,000 aggregate</p> <p>PROPERTY \$1,000,000 per occurrence \$2,000,000 aggregate \$500,000 damage to rented premises \$500,000 personal & adv injury \$50,000 Fire Damage (any one fire) \$5,000 Medical payments (any one person)</p> <p>AUTOMOBILE LIABILITY \$1,000,000 bodily injury/property damage (each accident)</p> <p><u>NOTE: REQUIREMENT OF PROFESSIONAL LIABILITY / ERRORS & OMISSIONS LIABILITY AND CONTRACTORS POLLUTION IS SUBJECT TO SCOPE OF WORK AND DISTRICT DISCRETION.</u></p> <p>PROFESSIONAL LIABILITY / ERRORS & OMISSIONS LIABILITY (if applicable) \$1,000,000 per loss</p>

	<p>\$2,000,000 aggregate</p> <p>CONTRACTORS POLLUTION \$1,000,000 per loss \$2,000,000 aggregate</p> <p>CYBER LIABILITY INSURANCE (Cyber required for vendors with any access to District Network Servers, or personal data of students, guardians, employees, others) \$1,000,000 per loss \$2,000,000 aggregate</p> <p><u>NOTE: LESSER COVERAGE AMOUNTS ABOVE ACCEPTABLE WITH AN UMBRELLA OF \$3,000,000</u></p> <p>Workers' Compensation and Employers Liability State of Colorado Statutory requirements \$100,000 per accident \$100,000 disease / each employee \$500,000 disease / policy limit</p> <p><u>NOTE: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies OR subcontractors shall maintain separate insurance with limits of liability not LESS than the amounts listed above as required in contract.</u></p>
<p>\$5,000,000 to less than \$10,000,000</p> <p>The limits to the right includes smaller companies performing work for the District within \$5,000,000 to less than \$10,000,000</p>	<p>GENERAL LIABILITY REQUIREMENT \$2,000,000 per occurrence \$5,000,000 aggregate</p> <p>PROPERTY \$2,000,000 per occurrence \$5,000,000 aggregate \$500,000 damage to rented premises \$500,000 personal & adv injury \$50,000 Fire Damage (any one fire) \$5,000 Medical payments (any one person)</p> <p>AUTOMOBILE LIABILITY \$1,000,000 bodily injury/property damage (each accident)</p> <p><u>NOTE: REQUIREMENT OF PROFESSIONAL LIABILITY / ERRORS & OMISSIONS LIABILITY AND CONTRACTORS POLLUTION IS SUBJECT TO SCOPE OF WORK AND DISTRICT DISCRETION.</u></p> <p>PROFESSIONAL LIABILITY/ERRORS & OMISSIONS LIABILITY (if applicable) \$2,000,000 per loss \$5,000,000 aggregate</p>

	<p>Contractors Pollution \$2,000,000 per loss \$5,000,000 aggregate</p> <p>CYBER LIABILITY INSURANCE (Cyber required for vendors with any access to District Network Servers, or personal data of students, guardians, employees, others) \$2,000,000 per loss \$5,000,000 aggregate</p> <p>NOTE: LESSER COVERAGE AMOUNTS ABOVE ACCEPTABLE WITH AN UMBRELLA OF \$7,000,000</p> <p>Workers' Compensation and Employers Liability State of Colorado Statutory requirements \$100,000 per accident \$100,000 disease / each employee \$500,000 disease / policy limit</p> <p>NOTE: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies OR subcontractors shall maintain separate insurance with limits of liability not LESS than the amounts listed above as required in contract.</p>
\$10,000,000 to \$24,999,999	<p>GENERAL LIABILITY REQUIREMENT \$5,000,000 per occurrence \$10,000,000 aggregate</p> <p>PROPERTY \$5,000,000 per occurrence \$10,000,000 aggregate \$500,000 damage to rented premises \$500,000 personal & adv injury \$50,000 Fire Damage (any one fire) \$5,000 Medical payments (any one person)</p> <p>AUTOMOBILE LIABILITY \$1,000,000 bodily injury/property damage (each accident)</p> <p><u>NOTE: REQUIREMENT OF PROFESSIONAL LIABILITY / ERRORS & OMISSIONS LIABILITY AND CONTRACTORS POLLUTION IS SUBJECT TO SCOPE OF WORK AND DISTRICT DISCRETION.</u></p> <p>PROFESSIONAL LIABILITY/ERRORS & OMISSIONS LIABILITY (if applicable) \$5,000,000 per loss \$10,000,000 aggregate</p>

	<p>CONTRACTORS POLLUTION \$5,000,000 per loss \$10,000,000 aggregate</p> <p>CYBER LIABILITY INSURANCE (Cyber required for vendors with any access to District Network Servers, or personal data of students, guardians, employees, others) \$5,000,000 per loss \$10,000,000 aggregate</p> <p>NOTE: LESSER COVERAGE AMOUNTS ABOVE ACCEPTABLE WITH AN UMBRELLA OF \$15,000,000</p> <p>Workers' Compensation and Employers Liability State of Colorado Statutory requirements \$100,000 per accident \$100,000 disease / each employee \$500,000 disease / policy limit</p> <p>NOTE: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies OR subcontractors shall maintain separate insurance with limits of liability not LESS than the amounts listed above as required in contract.</p>
\$25,000,000 - \$49,999,999	<p>GENERAL LIABILITY REQUIREMENT \$10,000,000 per occurrence \$10,000,000 aggregate</p> <p>PROPERTY \$10,000,000 per occurrence \$10,000,000 aggregate \$500,000 damage to rented premises \$500,000 personal & adv injury \$50,000 Fire Damage (any one fire) \$5,000 Medical payments (any one person)</p> <p>Automobile Liability \$1,000,000 bodily injury/property damage (each accident)</p> <p><u>NOTE: REQUIREMENT OF PROFESSIONAL LIABILITY / ERRORS & OMISSIONS LIABILITY AND CONTRACTORS POLLUTION IS SUBJECT TO SCOPE OF WORK AND DISTRICT DISCRETION.</u></p> <p>PROFESSIONAL LIABILITY/ERRORS & OMISSIONS LIABILITY (if applicable) \$10,000,000 per loss \$10,000,000 aggregate</p> <p>CONTRACTORS POLLUTION</p>

	<p>\$10,000,000 per loss \$10,000,000 aggregate</p> <p>CYBER LIABILITY INSURANCE (Cyber required for vendors with any access to District Network Servers, or personal data of students, guardians, employees, others) \$10,000,000 per loss \$10,000,000 aggregate</p> <p>NOTE: LESSER COVERAGE AMOUNTS ABOVE ACCEPTABLE WITH AN UMBRELLA OF \$20,000,000</p> <p>Workers' Compensation and Employers Liability State of Colorado Statutory requirements \$100,000 per accident \$100,000 disease / each employee \$500,000 disease / policy limit</p> <p>NOTE: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies OR subcontractors shall maintain separate insurance with limits of liability not LESS than the amounts listed above as required in contract.</p>
\$50,000,000 to \$100,000,000	<p>GENERAL LIABILITY REQUIREMENT \$25,000,000 per occurrence \$25,000,000 General aggregate</p> <p>PROPERTY \$25,000,000 per occurrence \$25,000,000 aggregate \$500,000 damage to rented premises \$500,000 personal & adv injury \$50,000 Fire Damage (any one fire) \$5,000 Medical payments (any one person)</p> <p>AUTOMOBILE LIABILITY \$1,000,000 bodily injury/property damage (each accident)</p> <p>NOTE: REQUIREMENT OF PROFESSIONAL LIABILITY / ERRORS & OMISSIONS LIABILITY AND CONTRACTORS POLLUTION IS SUBJECT TO SCOPE OF WORK AND DISTRICT DISCRETION.</p> <p>PROFESSIONAL LIABILITY/ERRORS & OMISSIONS LIABILITY (if applicable) \$25,000,000 per loss \$25,000,000 aggregate</p> <p>CONTRACTORS POLLUTION \$25,000,000 per loss</p>

	<p>\$25,000,000 aggregate</p> <p>CYBER LIABILITY INSURANCE (Cyber required for vendors with any access to District Network Servers, or personal data of students, guardians, employees, others) \$25,000,000 per loss \$25,000,000 aggregate</p> <p>NOTE: LESSER COVERAGE AMOUNTS ABOVE ACCEPTABLE WITH AN UMBRELLA OF \$30,000,000</p> <p>Workers' Compensation and Employers Liability State of Colorado Statutory requirements \$100,000 per accident \$100,000 disease / each employee \$500,000 disease / policy limit</p> <p>NOTE: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies <u>OR</u> subcontractors shall maintain separate insurance with limits of liability not <u>LESS</u> than the amounts listed above as required in contract.</p>
<p>Over \$100,000,000</p>	<p>Limits and insurance program to be determined. Contact Risk Management.</p>