

**REGIONAL SCHOOL DISTRICT NO. 12
INVITATION TO SUBMIT PROPOSALS**

The Board of Education of Regional School District No. 12 of the State of Connecticut hereby invites the submission of Proposals for:

Replacement of Four (4) Tennis Courts at Shepaug Valley School

The Proposals will be received via email to the Director of Finance, Nicole Grant, at grantn@region-12.org until 11:00 am on May 27, 2020 at which time they will be opened and read aloud. Due to COVID-19, all proposals will be opened via Zoom through a live online environment. Please follow the meeting instructions below to attend. All emailed proposals will remain unopened until the designated date and time.

Specifications and other information may be obtained on the District website under Central Office/Bids & RFPS and may also be requested electronically from the Director of Finance by submitting an email request to grantn@region-12.org. **Please note: Mandatory site visit May 19, 2020 at 10:00 am at Shepaug Valley School, 159 South Street, Washington, CT.**

Join Zoom Meeting

<https://us04web.zoom.us/j/77244007572?pwd=SXlaMzgwWVRwQ1Rnb2JLVWxuVzVjUT09>

Time: May 27, 2020 11:00 AM Eastern Time (US and Canada)

Meeting ID: 772 4400 7572

Password: 0DNT9y

The Board of Education of Regional School District 12 reserves the right to reject any and all proposals.

Nicole E. Grant
Director of Finance
Regional School District No. 12
11A School Street
Washington, CT 06793

INSTRUCTIONS TO PROPOSERS

I. Background

The Regional School District No. 12 of the State of Connecticut consists of the following schools (collectively, the “Schools”):

Booth Free School
Burnham School
Washington Primary School
Shepaug Valley School

II. Definitions

- A. “Addendum” means written documents issued by the Board prior to the date and time in Article III.D which modify these Instructions to Proposers by additions, deletions, clarifications or corrections.
- B. “Board” means the Board of Education of the Regional School District No. 12 of the State of Connecticut.
- C. “Contract” means the document that the Contractor executes with the Board.
- D. “Contractor” means the Proposer who is selected by the Board to complete the project described in these Proposal Documents and who executes the Contract.
- E. “Invitation to Submit Proposals” means the published notice of the request for Proposals.
- F. “Proposal” means a submission by a Proposer to complete the project that conforms to the Proposal Documents.
- G. “Proposal Documents” means the Invitation to Submit Proposals and these Instructions to Proposers, all exhibits attached hereto, and any Addendum.
- H. “Proposal Price” means the price, as shown on Exhibit A, at which the Proposer offers to perform the work described in the Proposal Documents.
- I. “Proposer” means the person or entity who submits a Proposal.
- J. “Services” or “Project” means the services or project described in these Proposal Documents, and more particularly described in Article V and Exhibit F.

Unless otherwise defined, these definitions shall apply to the Proposal Documents and the Contract to be executed upon selection of a Contractor.

III. Proposal Instructions

- A. Proposals shall be received from Proposers for the furnishing of all labor and materials to replace four (4) existing tennis courts at Shepaug Valley School as more particularly described in Article V and Exhibit F.
- B. When the Proposal is executed and submitted by Proposer, the Proposer acknowledges it has full knowledge of and agrees with the general specifications, conditions and requirements of the Proposal Documents.
- C. Proposals must be e-mailed the Board in care of Nicole Grant at grantn@region-12.org. The subject of the email must be clearly marked with Proposer's name, RFP Tennis Courts, and date and time of email.
- D. The Proposals shall be submitted electronically no later than 10:59 am on May 27, 2020 at which time they will be opened and read aloud during a Zoom conference meeting. Proposals received later than that date and time will not be considered and will be returned unopened. Amendments to or withdrawals of Proposals received later than that date and time will not be considered.
- E. The Proposer shall submit one copy of the Proposal. All Proposals shall become property of the Board and will not be returned.
- F. The Contractor must comply with applicable laws, rules, regulations and policies of federal, state, and local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies as well as the contents of any manual or other rules, regulations and policies which the Board might publish.
- G. The Board reserves the right to waive technical defects in Proposals, to reject any and all Proposals, consider cost, service and experience in the field generally, as well as the financial responsibility and specific qualifications set out herein of the Proposer, in considering Proposals and awarding the Contract. The Board also reserves the right to discuss the scope of services with one or more Proposers and to make such modifications as the Board deems to be in its best interest.
- H. Each Proposer is responsible for making sure it gets the information it needs to make a responsible Proposal that allows it to execute the Contract if it is awarded the Contract. Information requests are to be made in writing and submitted by email to Nicole Grant, Director of Finance at grantn@region-12.org prior to May 22, 2020 at 12:00 p.m. A written request does not in any way diminish a Proposer's responsibility to obtain the information it needs to make a Proposal. Other than the contact person named above, it is the Board's requirement that Proposers not communicate directly or indirectly with any other person at the Board concerning the Proposal Documents or with respect to requests for additional information.

- I. Any interpretation of or modification to the Proposal Documents will be made by Addendum. Any Addendum will be posted on the Board's website. Each Proposer shall confirm prior to submitting its Proposal that it has received all Addendum.
 - J. Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.
 - K. The Board reserves the right to negotiate with any or all Proposers or to cancel or withdraw in part, or in its entirety, the Proposal Documents, if it is in the best interest of the Board to do so. The Board specifically reserves the right to add or delete from the scope of services in the final Contract from the scope of services described in these Proposal Documents. The Board may require the selected Proposer to participate in negotiations concerning the nature and scope of the Project. The results of such negotiations shall be incorporated into the Contract between the Board and the Contractor.
 - L. The Board reserves the right to request any additional information pertaining to the ability, qualifications, and experience of a Proposer as it deems necessary after Proposals have been opened and reserves the right to interview one or more Proposers.
- IV. Proposal Requirements
- A. The Proposal shall be submitted with all of the information described in this Article IV.
 - B. Each Proposal shall include all of the following:
 - 1. Each Proposer must fill out the "Proposal Form" in the form of Exhibit A. Proposal Prices must be submitted on this Proposal Form. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.
 - 2. All Proposers must read and execute the Equal Opportunity Memorandum, in the form of Exhibit B, attached hereto and made a part hereof.
 - 3. Proposers shall submit a minimum of three references. References should be from other projects completed in Connecticut, preferably educational

institutions, which have been provided services similar to those requested under these Proposal Documents. All Proposers must read and fill out the reference check form attached as Exhibit C (“Reference Check”). The Proposer, by submitting a Proposal, hereby authorizes the Board or its authorized agent to contact such references listed on the Reference Check without obtaining any other consent from the Proposer. Such Reference Check is incorporated into and made a part of this Proposal.

4. All Proposers shall show evidence to the Board of satisfactory financial and moral responsibility to perform the Contract throughout the term of the Contract.
5. All Proposers must disclose all pending and threatened litigation in which such Proposer is named (either suing or being sued), or any judgments entered during the last five (5) years in the form listed on Exhibit D, attached hereto and made a part hereof.
6. Each Proposer must submit the Statement on Non-Collusion and Other Practices, in the form attached as Exhibit E, attached hereto and made a part hereof.
7. Each Proposer shall provide a brief history and description of its firm. Discuss the firm’s stability and ability to provide continual services to the Board.
8. Each Proposer shall provide its firm’s capabilities, resources and service quality.
9. Each Proposer shall provide the location of the office(s) that would service the Board.
10. Each Proposer shall provide a description of the business organization (i.e., corporation, partnership, joint venture, etc.) of its firm, its ownership and its organizational structure; the names and business addresses of all Principals (described below) of the firm or firms submitting the Proposal; if a firm is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents’ approval rights over the activities of the firm

submitting a Proposal; and describe the approval process.

11. For purposes of these Proposal Documents, “Principals” mean persons possessing an ownership interest in the Proposer. If the Proposer is a corporation, “Principals” shall include each investor who would have any amount of operational control over the Proposer and every stockholder having an ownership interest of 10% or more in the firm. If the Proposer is a partnership or a joint venture or similar organization, provide comparable information as required above for each member of the partnership, joint venture or similar organization.
12. Each Proposer shall list all immediate relatives of Principal(s) (as defined above) of Proposer who are Board members or employees of the Board. For purposes of the above, “immediate relative” means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.
13. Each Proposer shall provide to the Board information on the team that they are proposing to perform the Contract, with relevant staff information, including experience with regard to provision of services to educational institutions, any relevant qualifications and certifications. The Proposer shall name a main contact and such person shall report directly to the Board. The Board shall have the opportunity, prior to the execution of the Contract or prior to the assignment of such person to the Board, to interview such person. The successful Proposer shall, prior to the execution of the Contract, provide the name of other contact persons required in the Contract who will manage the Project for the Board, including regular and emergency phone numbers to contact the Contractor.
14. Each Proposer shall provide rates for additional services, if any, beyond the scope of these Proposal Documents.
15. Each Proposer shall describe its client base.
16. Each Proposer should disclose whether any parts of the Project will be subcontracted and, if so, a description of how the Proposer selects the

subcontractors and what are the obligations of Proposer and subcontractor.

17. Each Proposer shall provide any additional information it believes to be important in assisting the Board in evaluating its firm and its capabilities.
18. Any exceptions or deviations from these conditions or specifications must be listed on a separate sheet attached to the Proposer's detailed conditions and specifications and referred to separately in the Proposals.

V. Scope of Work

- A. The services requested in these Proposal Documents cover all personnel, labor, equipment and materials required to complete the tasks set forth and described in Exhibit F, and shall also incorporate any other labor, materials, supplies, overhead, taxes and profit of the Proposer, and the Proposal Price shall be "all-inclusive." The Board shall be responsible for no other charges other than the prices set forth on Exhibit A.
- B. The Board and the successful Proposer shall negotiate a contract or contracts for the Project, which contract or contracts shall include the provisions in these Proposal Documents and such additional provisions that the Board deems necessary. The parties shall negotiate a final Contract within a reasonable time period after the selection of a Proposer. If the parties cannot agree on a Contract within five (5) days after the Board has selected a Proposer, the Board may enter into discussions with another Proposer. Each Proposer shall be thoroughly familiar with all the terms, conditions, and provisions of the Proposal Documents.

Information from Proposals may be incorporated into the final Contract, as determined by the Board.

These Proposal Documents are not a contract offer, and no contract will exist unless and until a written Contract is signed by the Board and the successful Proposer.

- C. Pre-Proposal Conference or Site Visit: A Mandatory pre-proposal site visit will be held at Shepaug Valley School, 159 South Street, Washington, Connecticut at 10:00 am on May 19, 2020. Parties should meet at the designated time at the front entrance of the school. The site visit will be conducted by Mr. Donald O'Leary, Director of Facilities.
- D. The Board is exempt from Connecticut sales and use taxes. Such taxes should not be included in the Proposal Prices.

VI. Confidentiality

Other than information disclosed at the opening meeting, all proposals submitted to the Board will be kept in confidence and shall be used solely for the purpose of evaluating the Proposal for a possible award. The Board retains the right to provide copies to its staff, legal, technical and financial advisors and representatives. Proposers should take care not to provide any confidential information, trade secrets or other intellectual property, that they do not want Board staff to receive.

All supporting documentation and manuals submitted with this proposal will become the property of the Board. All proposals and associated documents are public record.

Please note: All information submitted for review may be subject to the Freedom of Information Act and may be made available upon request by the public. Proposers should identify any confidential, proprietary information or trade secrets and provide justification why such material should not be disclosed.

Notwithstanding anything to the contrary herein, by submitting a Proposal, the Proposer thereby acknowledges that pursuant to Connecticut General Statutes § 10 - 241d, as amended, the Board may consult with the legislative bodies of its member towns regarding this Invitation to Submit Proposals and any and all responses thereto and any other related information.

VII. Limitations; Withdrawal of Request for Proposals

These Proposal Documents do not commit the Board to award any agreement for Services or the Project, or to be responsible or liable in any manner for any risks, costs or expenses incurred by any Proposer in the preparation of a proposal in response to the Proposal Documents or any revision of such a proposal.

VIII. Proposer's Costs

Each Proposer acknowledges that all costs incurred by it in connection with the preparation and submission of a Proposal, or any negotiation which results therefrom, shall be borne exclusively by the Proposer. Neither the Board, nor its staff, consultants or advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposals, nor will there be any reimbursement to Proposer for the cost of preparing and submitting a Proposal or for participating in this procurement process.

CERTIFICATION:

The Proposer has read and understood the Proposal Documents, INCLUDING ALL EXHIBITS, which are Exhibit A through Exhibit F, all attached hereto and made a part hereof, and the following addendum: _____
_____ (if any. If none, state "None"), and the Proposal conforms to the terms and conditions of the Proposal Documents.

I hereby certify, as an officer of _____, that, as the Proposer under these Proposal Documents, all of the information and material supplied to the Board as required by these Proposal Documents are complete and true. I, as an officer of _____, understand that all of the terms and conditions of these Proposal Documents shall be included in the Contract executed with the Board, if awarded the Contract. I, as an officer of _____, further understand that any information that is found to be incomplete or false, or if any attempt to mislead the Board is discovered, either during the evaluation or subsequent to any award may result in the disqualification of the Proposal or the immediate termination of the Contract.

Signature _____ Date _____

Name _____ Title _____

Proposer Information

Company: _____

Address: _____

City/Town State Zip

Telephone: _____

Email: _____

EXHIBIT A

PROPOSAL FORM

The undersigned, having become thoroughly familiar with the project as described in the Proposal Documents dated _____, 2020, hereby proposes and agrees to complete the project anticipated by the scope of work within the time stated and in strict accordance with the Proposal Documents, including furnishing any and all labor and materials, and to do all that is necessary and required to complete the project in accordance with the Proposal Documents for the following sum of money:

Labor:

Materials:

Overhead & Profit:

Total Project Cost:

Proposer's Name

By: _____
Name:

Its:

Date:

EXHIBIT B

EQUAL OPPORTUNITY MEMORANDUM

TO: All Vendors
FROM: The Board of Education of the Regional School District No. 12
SUBJECT: Equal Opportunity Policy

Regional School District No. 12 is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment free of harassment, discrimination, or retaliation because of age, race, color, national origin, ancestry, religion, sex (including transgender status, gender identity or expression, sexual orientation, or civil union status), pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws.

STATEMENT OF POLICY

It is the employment policy of _____ that there shall be no discrimination against anyone on the grounds of age, race, color, national origin, ancestry, religion, sex (including transgender status, gender identity or expression, sexual orientation, or civil union status), pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws in the hiring, upgrading, demotions, recruitment, termination and selections for training.

Proposer's Name

By: _____

Name:

Title:

Date:

Telephone Number

Street Address

Email

City/State

EXHIBIT C
REFERENCE CHECK

Please provide three (3) references:

1. _____
Name

Contact Person

Telephone Number

Period of Contract

Type of Services Provided to Reference

2. _____
Name

Contact Person

Telephone Number

Period of Contract

Type of Services Provided to Reference

3. _____
Name

Contact Person

Telephone Number

Period of Contract

Type of Services Provided to Reference

EXHIBIT D

PENDING OR THREATENED LITIGATION

For cases pending, please provide the following information for each matter:

1. Parties (suing or being sued)
2. Docket Number and Court
3. Brief Description and Status

JUDGMENTS

Please provide the following information for each matter:

1. Parties (suing or being sued)
2. Docket Number and Court
3. Brief Description and Amount of Judgment

(Attach additional sheets, if necessary.)

EXHIBIT E

STATEMENT ON NON-COLLUSION AND OTHER PRACTICES

The undersigned hereby declares that:

1. This Proposal is made without any connection with any other person or entity making any proposal for the same services, that it has been prepared and submitted in good faith, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the Board is directly or indirectly interested in the proposal or in the services to which it relates, or in any portion of the profits therefrom.

2. Proposer hereby declares that the only persons participating in the Proposal as Principals are named in its Proposal and that no person other than those mentioned in its Proposal has any participation in the Proposal or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the Board.

3. The Proposer's Proposal is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

4. Proposer has disclosed to the Board, in writing pursuant to Section IV.B.11 of the Proposal Documents, any and all Principal(s) of Proposer who are Board members or employees, or the immediate relative of Board members or employees, of the Board. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.

5. Proposer has not directly or indirectly induced or solicited any other prospective Proposers to submit a false or sham Proposal.

6. Proposer has not solicited or induced any individual or entity to refrain from submitting a Proposal.

7. Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:

A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of the procurement process, except as otherwise disclosed to the Board in writing;

B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the procurement process to the detriment of the Board, (b) to establish proposal prices at artificial non-competitive levels, or (c) to deprive the Board of the benefits of free and open competition;

- C. “collusive practice” means a scheme or arrangement between two or more Proposers, with or without the knowledge of the Board, a purpose of which is to establish proposal prices at artificial, non-competitive levels; and
- D. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the Contract.

 Proposer’s Name

By: _____
 Name:

 Its:

 Date:

STATE OF CONNECTICUT)
) ss.:
 COUNTY OF _____)

Subscribed and Sworn to before me on this _____ day of _____, 2020.

 Notary Public

EXHIBIT F

SCOPE OF WORK

Regional School District No. 12 Tennis Court Project, the "Project"

General Project Specifications and Requirements:

Contractor shall remove four (4) existing asphalt tennis court systems including associated fencing materials located at Shepaug Valley School, 159 South Street, Washington, Connecticut and provide the design for and construction of four (4) new post-tensioned concrete courts with associated galvanized fencing materials meeting CIAC specifications for play in the same footprint (the "Project").

Contractor shall provide a comprehensive Project schedule including all trades and time designation for all tasks required to complete the project, including dates for drawing submittal, fabrication time, delivery dates and installation dates. The schedule must show Project completion 60 days from signing of the contract which must occur on or before June 8, 2020 and must be updated on a weekly basis during the Project. Construction must commence by June 15, 2020, so long as District has issued a Notice to Proceed. A schedule of values on an AIA approved form must be submitted with the Proposal.

All materials and workmanship shall be in accordance with Standard Specifications for Highway Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials (AASHTO), Post Tension Institute Specifications and Guidelines, American Sports Builders Association, Tennis Court Construction Manual, State of CT Form 817 and any other specifications and guidelines in this document and/or called out by the design engineer.

CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO SUBMITTING A PROPOSAL. INFORMATION REGARDING EXISTING CONDITIONS PROVIDED IN THIS SOLICITATION MUST BE VERIFIED BY ALL CONTRACTORS.

Contractor must have at least 10 years of experience constructing post-tensioned concrete tennis courts and provide references for three (3) projects or more of similar size or larger, that have been completed in the last three (3) years. Proposal submissions from Contractors who do not meet the stated experience criteria will not be considered.

Contractor must hire or have in their employ a professional engineer that is licensed in the State of Connecticut and is experienced in the design of post-tensioned concrete tennis courts to prepare a plan that details the post-tensioned system and all other related elements of the Project. The professional engineer shall review and approve all drawings and other submittals, with copies provided to the District. The professional engineer should submit proof of ten (10) or more years' experience in similar

construction projects, including three (3) years' experience in the design of post-tensioned concrete tennis courts, and references for at least three (3) projects or more of similar size or larger, that have been completed in the last three (3) years.

Contractor is expected to cooperate with the Superintendent of Schools and any staff of the Regional School District designated by her.

The Contractor shall, at all times during the Project, protect all members of the public, including but not limited to District students, employees, agents, guests, invitees, and other contractors, and shall perform all work in a safe manner.

Contractor shall hire a certified third-party materials testing laboratory to perform compaction testing, concrete testing and reporting. All test results will be forwarded to the professional engineer for approval. Upon approval, signed copies shall be provided to the Superintendent of Schools or her designee. Contractor shall have the professional engineer perform site layout and set line and grade or hire a separate professional with like experience.

Proposal shall include optional cost saving suggestions and options to the Project as recognized by the Contractor during the investigation and design phase.

In cases when conflicts exist between information contained in this scope and other parts of the contract documents, the Contractor shall assume that the most expensive solution is required and must be provided.

In all cases, when questions exist to the level of quality required for product and/or installation, the highest level of quality is required.

Available information on Existing Conditions:

No information on the existing asphalt tennis courts is available. It is the responsibility of the Contractor to gather all information necessary and investigate all existing conditions required to provide a complete proposal for the Project. Contractor is responsible to verify all existing conditions regardless of any information contained in this Scope of Work or elsewhere in the Request for Proposal documentation.

Minimum Specifications of Scope:

The general scope of work for the Project shall include, but not be limited to, all permits, labor, materials, equipment, and related work necessary to replace the four (4) existing asphalt tennis courts and related equipment with new post-tensioned concrete tennis courts and related equipment of generally the same size and at the same location of the existing courts. Scope shall include:

1. Investigation of existing courts construction, dimensions, base material and other field conditions.
2. Installation of project sign per Town of Washington, Connecticut.

3. Installation of erosion and sediment control measures.
4. Ensure safety of the general public occupying the school grounds during the construction period.
5. Removal and disposal of the existing fence posts, chain link fence, nets posts, anchors and related concrete footings. The existing court finish material shall also be removed and disposed of.
6. Limit materials storage for soils, asphalt, and all new court materials to area agreed upon with Superintendent or her designee so as not to interfere with other District operations.
7. Installation of a five (5) inch post-tensioned concrete slab for four (4) new tennis courts and installation of nets, posts, and anchors.
8. Installation of new galvanized fence posts, chain link fence, and related gates.
9. Reclamation of existing asphalt courts and base, fine grade and compacted as required per court design.
10. Application of tennis court finish surface course coatings as required per court design.
11. Services of a professional engineer, licensed in the State of Connecticut, with experience specifically in the design, construction, and inspection of post-tensioned concrete tennis courts, to provide detailed construction drawings and specifications for the post-tensioned concrete slabs meeting all of the minimum requirements as set herein, adjusted to meet all applicable code requirements, industry standards and local soil and field conditions. In addition, services shall include inspection of slab and other associated construction as necessary to certify that the post-tensioned concrete slab conforms to the design requirements.
12. Services of a professional engineer to establish horizontal and vertical control, locate all existing facilities and to lay out the installation of the new courts and finish grades.
13. Services of a certified materials testing laboratory.
14. Backfilling of the area along the perimeter of the courts to insure a smooth and easy transition on and off the courts along the perimeter and at all gate openings. Work shall consist of applying screened topsoil, seed and hay.
15. Restoration of all disturbed areas to preconstruction condition or better.
16. Clean site of all excess materials whether existing or remaining. Sweep the storage area of debris, add topsoil and contractor grade grass seed to areas as needed. Maintain seed until first cutting at 3". If the District water source is unavailable for any reason, Contractor to provide water source.

Completion Date:

The Contractor has 60 calendar days to fully complete the Project upon the District issuing a Notice to Proceed.

Warranty:

The following minimum warranties shall be provided for the work performed starting from the completed acceptance date of the Project that allows full uninterrupted use of the tennis courts as determined by the District.

1. 20-year structural warranty on the post-tensioned concrete slab system from structural cracking, heaving, and settling.
2. 10-year minimum surface warranty on surfacing coats and against concrete surface blemishes to include hairline cracks.
3. Site work not related to the under-slab work shall be warranted for one (1) year.
4. All other tennis court equipment and installed or Contractor provided related equipment, including perimeter fence, shall be warranted for two (2) years

Alternates:

Contractor shall provide additional or deduct pricing for the items listed below. Any add-on or deducted alternate selected by the District will be added or deducted from the base price for the Project, as appropriate. The resulting balance will be considered the final total price offered by Contractor.

- | | |
|----------------|--|
| Adds | Contractor shall provide optional cost for a single play backboard surface with paint and lines to be embedded in the fence system.

Contractor shall provide good, better and best pricing options for full-size windscreens on all fence areas. |
| Deducts | Contractor shall provide deduct price to reflect the District performing the removal and disposal of the existing fence posts, chain link fence, nets posts, anchors and related concrete footings. (Existing court surface removal not included in this deduct).

Contractor shall provide a deduct price to change the galvanized chain link fence mesh and all related system components to all vinyl chain link fence mesh and non-galvanized finish products. |

Job Meetings:

Job meetings will be held on a weekly basis to ensure effective communication between Contractor and District and to provide updates on the progress of the Project. The Contractor shall identify a designated Project Manager to attend all job meetings and prepare simple meeting minutes that reflect all discussions and decisions made at the Job Meeting.

Project Close Out:

The Contractor will fully cooperate in the close out of the Project and provide any Project-specific items that the District needs in order to close out the project. This includes, but is not limited to, certificate of completion, affidavits of payments of debts, release of liens, lien waivers, final applications and certificates for payment. In addition, the Contractor shall turn over to the District all project manuals, a written maintenance schedule and suggested care instructions, and all required warranties in writing. In addition, the Contractor shall provide any training that may be required for the safe operation and enjoyment of the completed Project.